

Collective Bargaining Agreement
between
Haverhill School Committee
and
Haverhill Public Schools
Custodian Association

Effective July 1, 2019 – June 30, 2022

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AGREEMENT

AGREEMENT made this 11th day of September 2019 between the SCHOOL COMMITTEE of the CITY OF HAVERHILL, hereinafter called "COMMITTEE" and the SEIU, LOCAL 888 – HAVERHILL PUBLIC SCHOOL CUSTODIANS ASSOCIATION, hereinafter called "ASSOCIATION".

We, the undersigned parties to this Agreement, agree as follows:

ARTICLE I: RECOGNITION

The COMMITTEE recognizes the ASSOCIATION for purposes of collective bargaining as the exclusive representative of a unit consisting of all school custodians.

It is specifically agreed that the following positions are excluded from the unit:

Sr. Building Custodian – Heating and Boiler System/Haverhill High School, renamed "HVAC Technician;" and,

Night Watchman – District-Wide

The following classifications will prevail in accordance with Civil Service Laws:

Senior Building Custodians
Building Custodians

ARTICLE II: SENIORITY/VACANCIES

Wherever the Civil Service Laws of the Commonwealth of Massachusetts so requires, seniority shall begin from the date of the original permanent appointment in the school system. Where the Civil Service Laws of the Commonwealth of Massachusetts do not so require, seniority shall begin from the date of the provisional appointment in the school system.

New Employees shall serve a six (6) month probationary period before becoming permanent employees and during said probationary period may be subject to termination without cause.

Job Bidding – Vacancies

- A. A vacancy is an opening caused by promotion, death, retirement, resignation, discharge, the replacement of a building, the construction of a new building, or an increase in manpower in a building or in the staff.

- B. Whenever an opening occurs and is so declared by the COMMITTEE, notification of the position shall be posted in each school for not less than one week. In addition, notification of each vacancy shall be given in writing to the ASSOCIATION by notifying the President of the ASSOCIATION and to the senior building custodian or junior building custodian in charge for each building. The notice shall indicate the date of opening, job title, salary range, location, assigned hours of work (day or night), examples of duties, and qualifications.
- C. Employees wishing to be considered for the position shall make written application as requested by the Superintendent's office. All internal applicants shall receive an interview.
- D. Within a reasonable time after a position has been filled, the Association shall be advised of the name of the employee designated to fill the vacancy.
- E. Vacancies shall be filled by length of service from the date of the original appointment in the school system, all other things being equal.
- F. The parties acknowledge the Committee's policy of requiring a pre-employment physical of all new hires, at the Committee's cost and by a medical service provider designated and selected by the Committee. All appointments are specifically subject to and contingent upon the successful completion of the pre-employment physical.

ARTICLE III: WORK WEEK - HOURS OF WORK

The EMPLOYER shall have the right to establish its work schedules provided as follows:

- A. Custodians shall work nine (9) hour days with one (1) hour for lunch Monday through Friday. The lunch period is to be arranged with the Principal.
- B. During school and summer vacations, Custodians shall work an eight and one-half (8 1/2) hour day with one-half (1/2) hour for lunch. The lunch period is to be arranged with the Principal.
- C. During the regular school year and work week (Monday through Friday) two work shifts will exist with the following hours:

1st shift: 6 a.m. – 3 p.m.
2nd shift: 2 p.m. – 11 p.m.

Principals may adjust employee shift hours, as needed, and with a minimum of one (1) week advance notice. Vacation and summer hours will be 6:30 a.m. to 3 p.m. unless otherwise adjusted

by the principal. However, any of these adjustments noted above shall not be for more than one hour, before or after the current start or end time and only to address imminent situations.

D. Building custodians that work a split shift between two or more schools will work a schedule as determined by the principals for their respective schools.

ARTICLE IV: LEGAL HOLIDAYS

A. All employees whose compensation is fixed on an annual basis shall receive their regular compensation for all holidays, as listed below:

1. Labor Day
2. Columbus Day
3. Veterans Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day
7. New Year's Day
8. Patriot's Day
9. Memorial Day
10. July 4th
11. Martin Luther King Day
12. Good Friday
13. President's Day

Employees shall be given an additional day of vacation when a holiday occurs during the employee's regularly scheduled vacation, selection of such day to be subject to approval of the Principal.

If an employee is required to work on a holiday, he shall be entitled to the overtime rate of time and one half.

An employee who is absent both the day before and the day after a holiday, for reasons which he is not entitled to pay on these two days, shall not be paid for the holiday.

Thanksgiving, Christmas and New Year's Holiday: Except, as provided below, on the day preceding Thanksgiving, all custodians will work one-half day and all shall work the day shift. On the day preceding Christmas and New Year's, if it falls on the employee's regularly scheduled work day, then the employee shall not be required to work. Application of this reduce/amended schedule to the day before Thanksgiving is contingent upon students being released from school at or before noon on that day.

ARTICLE V: SAFETY PRECAUTIONS

Every employee must be safety conscious and make every effort to follow safety precautions in connection with his work and to eliminate safety hazards for students and staff personnel in the area of his responsibilities.

ARTICLE VI: EXAMINATION

Association employees shall be subject to a physical examination prior to employment and chest x-rays or acceptable substitute every three (3) years, in accordance with the State Law.

ARTICLE VII: LEAVES/SICK BANK/MERIT ATTENDANCE DAYS

- A. Sick Leave. Seventeen (17) days sick leave with full pay shall be granted each year, cumulative to 150 days, subject to the following qualifications:
1. The term "sick leave" shall include quarantine for exposure to contagious diseases and court orders.
 2. Cumulative plan shall begin with permanent appointment.
 3. A physician's certificate for absence or absences may be required by the Superintendent. Provided however, that if the Superintendent or his designee should require a Custodian to appear before a specific physician the cost shall be borne by the COMMITTEE.
 4. The School Committee is not liable for sick leave benefits if an individual is injured as a result of the employment outside of those duties performed in the course of employment for the Haverhill School Committee.
 5. In the event of the death of an employee, the employee's designated beneficiary shall receive a compensatory payment up to fifty (50) accrued sick leave days based on the employee's accrual at time of death.

6. New employees in their first year of employment shall accrue sick leave as follows: one (1) day for each month from July to April, two (2) days for May and three (3) days for June.

B. Sick Leave Bank. The ASSOCIATION and the Haverhill School Committee recognize that the overwhelming majority of custodians are conscientious and dedicated. This dedication leads many custodians to perform duties in spite of personnel illness. The ASSOCIATION and the Haverhill School Committee share a common concern for those few who have extended illness and those few who might abuse a sick leave provision. In order to deal with these situations, the School Committee and the ASSOCIATION agree to establish a Board consisting of two members selected by the ASSOCIATION, and two members selected by the School Committee. The Board will oversee the operation of a sick leave bank which will operate under these conditions:

1. The bank's efforts are aimed at assisting those individuals who have serious illness or accident which result in the exhaustion of an individual's accumulated sick leave.
2. The bank will be funded on a yearly basis at the rate of two days per employee; the total annual sick leave will be reduced from seventeen (17) to fifteen (15) days.
3. An individual in need of assistance will petition the Board. Days will be granted from the sick leave bank based upon the majority vote of the Board. The decision of the Board is binding on all parties and is not subject to the grievance procedure or appealable to any tribunal.
4. The maximum number of days granted to an individual from the bank will not exceed 150 days.
5. Unused bank days are cumulative, may be carried forward from year to year and need not be renewed each year.
6. In the event that the bank is depleted, additional bank days will be funded, on a voluntary basis, not to exceed an additional day per year per person.
7. Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all available leave.

The Board will review individual cases involving reported bank sick leave abuse and after proper investigation may require the individual to submit a medical examination (provided this is not in conflict with an individual's religious belief). Cost of this examination will be borne equally by the Haverhill School Committee and the Association. The Board will have the right to censor any individual who has abused sick leave and issue a full report to the entire School Committee for subsequent action.

C. Other Leaves

1. Personal Business Leave. Three (3) days per year shall be granted for urgent personal business. Employees shall request and receive written authorization from the Superintendent, or his/her designee, prior to taking any allowed personal days. These days shall not be taken from sick leave. Leave for urgent personal business shall not be approved during the first week or the last week of school. Note: a substitute will not be procured for an absence due to an employee's use of his/her third personal day of the year.

New employees in their first year shall be granted one (1) personal day per quarter, for not more than three (3) days per school year.

2. Bereavement Leave. All employees shall be granted a period of five (5) days' absence with full pay each time there is a death in the immediate family. This leave is to be taken immediately following the death of an immediate family member. The immediate family member is defined to include: mother, father, grandmother, grandfather, step-mother, stepfather, sister, brother, child, wife, husband, mother-in-law, father-in-law or any member of the immediate household. Absence for one (1) day per work year shall be allowed without loss of pay to attend the funeral of a relative. Additional said leave may be approved by the Superintendent.
3. Jury Duty. School personnel shall be paid the difference in pay for Jury Duty service and their regular salary while serving on Jury Duty.
4. Association Leave. Officers of the Haverhill Public Schools Custodians' Association shall be allowed a maximum of three (3) days with pay to attend conventions and conferences of the Massachusetts Custodial Association.
5. Leave Extensions. Extension of leave beyond the stated heretofore for exceptional circumstances may be granted at the discretion of the School Committee.
6. Three (3) days a year shall be allotted from the annual seventeen (17) for the sudden illness of a member of the immediate family, which is deemed an emergency to be determined by the Superintendent or designee in the Superintendent's office.

D. Merit Attendance Policy

For each quarter of perfect attendance by a member of the bargaining group (excluding bereavement, family illness days, and personal days), one (1) day annual leave will be given to the employee. For four (4) quarters of perfect attendance (excluding bereavement, family illness days, and personal days) a fifth (5th) day will be added to annual leave. Such days are to be taken during the following quarter with approval of the Principal. Merit days may be taken in half-day increments.

Quarters are defined as follows:

- July 1 – September 30
- October 1 – December 31
- January 1 – March 31
- April 1 – June 30

The fifth (5th) day of annual leave is to be taken in the July 1 – September 30 quarter.

ARTICLE VIII: VACATIONS

- A. Employees will receive two (2) weeks' vacation after one (1) year of service, three (3) weeks' vacation after five (5) years of service, four (4) weeks' vacation after ten (10) years of service, and five (5) weeks' vacation after twenty (20) years of service, with the understanding that the condition of the building will not suffer and that the building will be ready for the opening of school in September. Custodians may take their vacation at any time during the calendar year.

However, in the event a custodian wishes a vacation to start before July 1st or end later than one week before the start of school in September, then the custodian shall first apply to the Superintendent or his designee for permission.

Notwithstanding this provision, however, permission to take a vacation during the twelve-month period shall not be unreasonably withheld by the Superintendent or his designee and permission shall not be withheld if reasonable accommodations can be made to cover the position of the custodian seeking the vacation.

- B. Employees may request a maximum of five (5) vacation days for carryover into the next fiscal school year. All requests must be approved by their immediate supervisor and submitted in writing, with reason(s) for said request, to the Superintendent for approval prior to June 1st. All vacation days carried over must be taken in the following year and may not be carried over for a subsequent year. The decision of the Superintendent on these matters is final and not subject to the grievance and arbitration provisions of the contract.

- C. The Association agrees to accept the Haverhill School Committee Policy GDD (Support Staff Vacations and Holidays), as approved by the Haverhill School Committee for adoption, to become effective as of July 1, 2005.

ARTICLE IX: ABSENCES

- A. Employees shall not be absent from the building during work hours without permission of the principal in charge or his/her designee. No employee shall be absent from duty without the permission of the Superintendent or the Assistant Superintendent for Personnel and Administrative Services, except for personal illness or emergency in which case the principal shall be notified.
- B. The EMPLOYER at its discretion, may upon written request grant an employee an absence with or without pay on such terms as it deems in the best interest of the School System pursuant to and as provided by School Committee Regulation.
- C. Record of employee attendance shall be maintained through a district-wide attendance reporting procedure. Employees absent from work will be required to verify in writing, weekly, their absences and reasons therefore.

ARTICLE X: GRIEVANCE PROCEDURE

Definitions:

- A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation or application of this contract.
- B. A "grievant" is the person or persons making the claim.
- C. For the purpose of the time lines, the term "response" shall be defined as an actual response, or in the event no response is given, the date on which such response is due, whichever comes first.
- D. Unless otherwise specified, "days" shall be weekdays.
- E. For the purpose of calculating due dates under the timelines, the day after the relevant event shall be considered day one.

Purpose:

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of Custodians. No member of the collective bargaining unit shall be suspended, discharged or demoted without just cause. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.

- B. Nothing herein contained will be construed as limiting the right of any Custodian having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Association; provided, however, if the Association later determines that, in its view, the adjustment is inconsistent with the terms of the agreement, then the Association shall be given the opportunity to present such views to the member of the administration. The Custodian's informal discussion shall not toll the timelines for filing a grievance.

Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement which has been confirmed in writing.

A. Level One

An employee who wishes to pursue a grievance must, within five (5) days after the date he first knew or reasonably should have known of the event/events giving rise to the grievance, submit the grievance in writing to his/her principal through the Association's representative. The written grievance shall set forth the (1) the alleged facts upon which the grievance is based, (2) reference to the provision(s) of the Contract allegedly violated; and (3) the specific remedy requested. A grievance form is set forth in Appendix F.

The principal or designee shall meet with the grievant and render a decision in writing within five (5) days after receipt of the grievance. The principal shall supply a copy thereof to the grievant and to his/her representative.

B. Level Two

- 1. If the grievance is not resolved at Level One, the grievant may within five (5) days after the principal's response, file the grievance in writing with the Superintendent of Schools.

2. Within ten (10) days after the Superintendent's receipt of the written grievance, the Superintendent or designee will meet with the aggrieved person in an effort to resolve the grievance. The Superintendent will render a decision within ten (10) days after the meeting.

C. Level 3

1. If the grievance is not resolved at Level Two, the grievant may within five (5) days after the Superintendent's response, file the grievance in writing with the School Committee.
2. Within ten (10) days after the School Committee's receipt of the written grievance, the School Committee shall either meet with the aggrieved person(s) in an effort to resolve the grievance or render a decision.

D. Level Four

1. If the grievance is not resolved at Level Three, the Haverhill Public School Custodians Association may within ten (10) days after the School Committee's response, submit the grievance to binding arbitration by sending written notice to the Superintendent, along with a list of names of arbitrators for consideration by the Committee. The Committee shall respond within ten (10) days after receipt of the Association's request by either (1) agreeing to an arbitrator proposed by the Association or (2) proposing an alternative list. The parties agree that their respective lists will be selected from among professional arbitrators.
2. In the event the parties have not agreed on the selection of an arbitrator within thirty (30) days after the Superintendent's receipt of the Association's initial written notice, the Association may proceed to arbitration by filing a written notice with the American Arbitration Association, with a copy sent to the Superintendent of Schools. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding, except as hereinafter provided in Paragraph C3.
3. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
4. It is expressly agreed and understood that this provision as to the arbitration will not apply to negotiations.
5. No grievance involving a discharge or suspension of an employee which is governed by regulations of the Civil Service Commission may be submitted for arbitration.
6. Any arbitrator appointed pursuant to this Article shall be without power to alter, amend, add to or delete from the express language of this agreement.

ARTICLE XI: OVERTIME

Overtime is defined as work performed by employees covered by this Agreement for the School System, City of Haverhill, after an employee has worked in excess of forty hours in a work week at the request of the Principal or Superintendent, or other person whose duty it is to employ. Holidays, bereavement (immediate family only), and jury duty are considered days worked. The employees of the building where overtime takes place shall be given first preference. Overtime shall be paid at a rate of time and one-half the regular rate of pay. Custodial services provided at non-school functions for which an outside group is responsible for the payment of services shall be considered days worked regardless of days taken. "Outside group" shall not include City activities, those of the Stadium Commission, School Athletics, Parent-Teacher Organizations, snow removal or election activities.

A. Custodial services at school functions:

Custodial services at school functions: (Monday through Friday)

School functions, including, but not limited to dances, recreational activities, parent-teacher conferences, club activities and any other school functions, during regular shift hours, shall be excluded from overtime. Employees will cover such functions during their regular work hours. However, some school functions may be considered as eligible for overtime with prior authorization by the Superintendent. Employees are not eligible for overtime during their regular work hours as well as on a day in which they did not work their regular scheduled shift.

B. Employees recalled for work on non-School Functions after completing their regular tour of duty shall be paid at a minimum of three (3) hours pay at the overtime rate of time and one half. Employees recalled must remain on the job site for the minimum three (3) hour duration and work during that time to be compensated, with the exception of alarm calls.

C. When school buildings are utilized for the purpose such as Federal Title-Programs or State Title Programs, the employees in said buildings shall have first choice of work. If said employees refuse the opportunity, any member of the ASSOCIATION may bid for said work. No person outside of said ASSOCIATION shall have priority over ASSOCIATION employees.

D. All overtime assignments shall be made by use of a rating system according to seniority at each building. Every member selected for assignment shall go to the bottom of the assignment list until the next opportunity becomes available. Records shall be maintained of all overtime assignment filled for a period of one (1) year to include the old assignment list, to include the then assignment list, person chosen to work assignment, and the name of supervisor who made assignment.

Non-bargaining unit members shall not be offered overtime before members of the bargaining unit.

ARTICLE XII: SALARY

A. Salary Schedule: General wage increase as follows:

Effective July 1, 2019	2% increase across the board
Effective July 1, 2020	2% increase across the board
Effective July 1, 2021	1.75% increase across the board

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employment of the Haverhill Public Schools to become an active M.G.L. c. 32 retiree.

B. Installments: Each employee shall be paid an annual salary, as provided in the above referenced salary schedules, to be paid in twenty-six equal installments or its equivalent in any given fiscal year.

C. Yearly Increments: The increments established by the EMPLOYEE shall be an integral part of the wage scale and shall be accrued yearly upon satisfactory performance of his duties until an employee attains the maximum grade; provided, however, that an annual increment may be withheld by the EMPLOYER by written notice to the employee and the ASSOCIATION sixty (60) days prior to the date set by the EMPLOYER granting of increments, if the employee's performance was extremely poor.

All employees with at least six (6) months service as a custodian for the Haverhill Public Schools, shall be placed on a new pay cycle as of July 1st. The pay cycle shall run from July 1 through June 30th of each year.

D. Longevity Pay.

Only employees hired before July 1, 2019 shall be eligible for longevity pay. Eligible employees who are employed on June 30th shall be paid longevity in the following August of each fiscal year based on the employee's completed years of service in this unit as of June 30th.

Longevity shall be paid to eligible employees as follows:

<u>Years of Service</u>	<u>Amount</u>	<u>Current Amount</u>	<u>Increase</u>
5	\$500	\$0.00	(+\$500 – New Step)
10	\$1,050	\$850	(+\$200)
15	\$1,200	\$1,050	(+\$150)
20	\$1,300	\$1,150	(+\$150)
25	\$1,500	\$1,150	(+\$350)

Longevity pay will be paid by separate check.

- E. **Retirement Bonus:** All employees who have a minimum of ten (10) years' service in the Haverhill Public Schools and who are eligible to retire from the City of Haverhill pursuant to Massachusetts General Laws Chapter 32, will receive a one-time bonus of \$2,000.00. In order to receive said bonus, the affected employee must give a minimum of six (6) months' notice. Said bonus to be paid within thirty (30) days after the effective date of said retirement.
- F. Any custodian required by the principal to substitute for a senior custodian shall receive a one dollar and 50 cents (\$1.50) per hour differential.
- G. Effective July 1, 2019, employees shall receive course reimbursement up to One Thousand Dollars (\$1,000) per year for completing certificate programs in job related areas, such as: boilers, HVAC, horticultural, small engine repair. In order to receive said reimbursement, the course must be pre-approved by the Superintendent and the employee must submit a copy of a certification of completion after taking the course.

ARTICLE XIII: HEALTH AND WELFARE

A. **Insurance**

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before July 1, 2011 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or before July 1, 2011 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Flexible Spending Account under IRS Section 125

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,700 per plan year or whatever is allowable by law. The maximum annual allowable amount to be deducted on a pre-tax basis for Medical Dependent Care Account will be \$5,000.

Opt-Out Plan – A one-time opt out option

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

B. Clothing Allowance.

Section 1:

Effective January 1, 2005, each custodian will be required to wear, daily and on recall (excluding emergency situations), as a condition of employment, the following standard uniform as determined by the Haverhill School Committee:

- School system logo: Haverhill Public Schools (Logo and wording at the discretion of the Superintendent);
- Pair of navy blue cotton/polyester pants (no blue jeans);
- Navy blue cotton t-shirt with school system logo and shorts (may be worn during the summer hours only);
- Pair of safety, steel-toed, work shoes; and,
- Work jacket with school system logo.

Effective upon ratification and School Committee approval, employees will receive \$600, annually, for uniforms. Employee must purchase uniform supplies prior to the opening of school each year or prior to employment. Payment of the employee's annual uniform allowance is contingent on the Supervisor's signature of approval that employee is wearing the uniform. Said verification must be submitted by June 30 to the business office. This allowance shall be prorated for employees who resign or otherwise discontinue their employment prior to the end of the school year in which it has been paid.

Note: For purposes of transition to a standard uniform policy, the Committee will provide, effective January 1, 2005, all provisional and permanent employees with uniforms that include 11 collared cotton shirts, 11 pair cotton pants, and 1 jacket. Effective July 1, 2005, the Committee will further provide 3 t-shirts to all provisional and permanent employees.

Section 2:

All new employees shall receive a uniform allowance of \$300 upon employment and another \$300 after completion of their six month' probationary period. New employees must adhere to the purchase requirement as outlined.

ARTICLE XIV: NO STRIKES - NO LOCKOUTS

Employees represented by the ASSOCIATION shall not engage in any strike, sit-down, slow-down, or work stoppage during the life of this Agreement; nor shall the EMPLOYER engage in any lockout during the life of this Agreement.

ARTICLE XV: TERM OF AGREEMENT

It is expressly agreed that the term of this Agreement shall be from July 1, 2019 through June 30, 2022. This Agreement shall automatically be extended for one (1) year unless the party seeking modifications, changes or amendments in the Agreement shall send written notice that he wishes to renegotiate the Agreement to the other party to this Agreement no later than thirty (30) days prior to the expiration date of this Agreement and no earlier than one hundred and fifty (150) days prior to the expiration date of this Agreement.

ARTICLE XVI: OBLIGATIONS

The members of the Haverhill Public School Custodians Association shall abide by School Committee Regulations, except that in the event of any conflict between the terms of this collective bargaining agreement and the terms of the regulations this collective bargaining agreement shall be binding upon the parties.

Upon request, the School Committee shall give each newly appointed employee a copy of the effective collective bargaining agreement within two months of his/her appointment.

The Collective Bargaining Agreement is also available on the Haverhill Public Schools website.

No materials shall be placed in the personnel file of an employee without his or her prior knowledge and written notification.

The Union agrees that the cleaning priorities are the bathrooms, hallways, kitchen, and trash on a daily basis. However, this does not diminish or waive any expectations or responsibilities that the classrooms, gym/auditorium areas, offices, boiler room, points of egress and exterior walkways be maintained on a regular basis. Safety remains paramount in all school facilities.

ARTICLE XVII: DUES DEDUCTION AND AGENCY FEE

- Section 1. The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.
- Section 2. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the City and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the Payroll Department. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to the Payroll Department; the Union will be notified immediately in writing of such written request to withdraw union dues authorization.
- Section 3. An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the City, and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the Payroll Department. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to the Payroll Department; the Union will be notified immediately in writing of such written request to withdraw agency fee authorization.
- Section 4. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to his/her

department head; the Union will be notified immediately in writing of such written request.

Section 5. The Employer shall deduct dues or an agency fee and/or political education fund fees or deductions from the pay of employees who request such deduction(s) in accordance with this Article and transmit such funds to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted. Said list shall be provided to the Union consistent with the employer's payroll cycle and shall identify the name of each employee, the type of deduction being made, and the amount of each deduction being made on behalf of each employee.

ARTICLE XVIII: DUTIES

The ASSOCIATION hereby recognizes the right of the COMMITTEE to assign members of the ASSOCIATION the task of cleaning kitchen and serving areas (including floors, windows, walls, office and toilet facilities, etc.) and also to require said personnel to transport materials to and from kitchen areas and to undertake appropriate maintenance type work not requiring licensed personnel as part of the regular assignment of custodians in all buildings.

ARTICLE XIX: ASSOCIATION RIGHTS

The Association may have a bulletin board in each building, to be provided by the Association. The location of this bulletin board is subject to the approval of the principal or designee in each building.

Association meetings may be conducted on school property with the advanced written notification and approval of the building principal. Such meetings may not be conducted during regular school hours unless authorized by the Superintendent in advance. Association members are not excused from their work responsibilities and/or duties during this time. The building principal must be notified of any non-Association members that will be in the building for the purposes of attending an Association meeting.

The President, Vice-President, Treasurer, and/or Secretary (Executive Board) of the Association may be excused from their work responsibilities and duties, with the expressed approval of the Superintendent or his/her designee, during their regular work hours, without loss of pay, for the purposes of attending collective bargaining sessions, grievance hearings, civil service appeals, and arbitrations. In such instances, the Superintendent, or his/her designee, may request union representation to be present and conversely, the Association may request to be in attendance. If the Association requests that member(s) of its Executive Board be in attendance during their

regular work hours, then the Association must provide such request, in writing, to their building principal and/or Superintendent for approval.

ARTICLE XX: COPE

The Committee agrees to honor and transmit to the Union contribution deductions to the Service Employees International Union, Local 888 COPE Fund from the employees who are union members and who sign deduction authorization cards. The deduction shall be in the amounts and with frequency specified on the political contribution deduction authorization cards which will read:

I hereby authorize my Employer to deduct from my pay the sum of _____ for each pay period and forward that amount weekly to SEIU, Local 888 COPE Fund. This authorization is voluntary and made on the specific understanding that the signing of this authorization and the making of payment to the SEIU COPE Fund Committee is not a condition of membership in the Union or as a condition of employment and that the SEIU Local 888COPE Fund Committee will use the money it receives to make political contributions and expenditures in connection with federal, state, and local elections.

ARTICLE XXI: TRAVEL ALLOWANCE

The Committee agrees to compensate itinerant custodians for travel according to the IRS standard established as of January 1st each year and to be applied the following July through June.

ARTICLE XXII: JOINT LABOR/MANAGEMENT COMMITTEE

There shall be a joint labor/management committee comprised of three (3) representatives from management and three (3) representatives from the Union. The committee shall meet once a month, unless the parties agree otherwise, to discuss items of concern at any time during the life of this Agreement.

ARTICLE XXIII: EVALUATIONS


All employees shall be evaluated annually by the building Principal or his/her designee. The evaluation form attached as APPENDIX B shall be utilized.

This Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives.

HAVERHILL SCHOOL COMMITTEE

HAVERHILL SCHOOL CUSTODIANS ASSOCIATION

By: 
Its Chair

By:  12/2/19
Its President

Dated: 12/17/19

Dated: _____

APPENDIX A

CUSTODIAN'S SALARY SCALE

JULY 1, 2019

(2%)

Step	Building Custodian	Sr. Building Custodian Storekeeper
1	\$34,777	\$38,162
2	\$35,898	\$39,283
3	\$37,021	\$40,413
4	\$38,153	\$41,535
5	\$39,279	\$42,662
6		\$43,793
7		\$44,921
Sr. Bldg Cust – HS (Day Shift)		\$49,958

Differentials

- \$1,423 Night Shift
- \$1,538 Building Custodian in Charge of Building
- \$1,538 Sr. Building Custodian – Nights

Longevity

- 5 Years \$500
- 10 years \$1,050
- 15 years \$1,200
- 20 years \$1,300
- 25 Years \$1,500

APPENDIX A

CUSTODIAN'S SALARY SCALE

JULY 1, 2020

(2%)

Step	Building Custodian	Sr. Building Custodian Storekeeper
1	\$35,473	\$38,925
2	\$36,616	\$40,069
3	\$37,761	\$41,221
4	\$38,916	\$42,366
5	\$40,065	\$43,515
6		\$44,669
7		\$45,819
Sr. Bldg Cust – HS (Day Shift)		\$50,957

Differentials

- \$1,423 Night Shift
- \$1,538 Building Custodian in Charge of Building
- \$1,538 Sr. Building Custodian – Nights

Longevity

- 5 Years \$500
- 10 years \$1,050
- 15 years \$1,200
- 20 years \$1,300
- 25 Years \$1,500

APPENDIX C

**HAVERHILL PUBLIC SCHOOL'S CUSTODIAN ASSOCIATION
GRIEVANCE FORM**

In accordance with Article X of the Collective Bargaining Agreement, any employee who wishes to pursue a grievance must submit the grievance in writing through the Association's representative and must include the following information:

Grievant: _____ Date of Filing: _____

Position/School: _____ Date of Incident/Infraction: _____

(1) Alleged facts upon which the grievance is based:

(2) Reference to the provision(s) of the Contract allegedly violated:

(3) Specific remedy requested:

Employee Signature: _____ Association Representative: _____

Date: _____ Date: _____

APPENDIX D

**SIDE LETTER OF AGREEMENT
HAVERHILL SCHOOL COMMITTEE' POLICY SUB-COMMITTEE REVIEW
OF FACILITY USE**

This SIDE LETTER OF AGREEMENT is entered into by and between the Haverhill School Committee (hereinafter the "Committee") and the Haverhill Public Schools Custodian Association (hereinafter the "Association").

WHEREAS, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of July 1, 2003 through June 30, 2006; and,

WHEREAS, as part of their negotiations for the aforementioned collective bargaining agreement, the Committee and the Association have met and negotiated over an upcoming review by the Committee's Policy Sub-Committee of facility usage; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. The parties acknowledge that the Haverhill School Committee has authorized its Policy Sub-Committee to review existing policies relative to the use of School facilities and to recommend to the full Committee for adoption and implementation prior to July 1, 2005 changes to existing policies.
2. It is agreed that the Association will be allowed to participate in the Sub-Committee's review of the existing process for use of School facilities and to provide input to the Sub-Committee on any proposed changes in policy prior to a final recommendation being issued by the Sub-Committee to the full Committee for adoption and implementation.
3. The Association agrees to the implementation of any policy changes adopted by the full Committee as a result of this process without the need for further negotiation.

WHEREFORE, the Committee and the Association have caused this SIDE LETTER OF AGREEMENT to be executed by their duly authorized representatives this day of December, 2004.

HAVERHILL SCHOOL COMMITTEE

HAVERHILL SCHOOL CUSTODIANS
ASSOCIATION

By: _____
Its Chair

By: _____
Its President

