

AGREEMENT
BETWEEN
THE SCHOOL COMMITTEE
OF THE
CITY OF NEWBURYPORT
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 939

JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

Article I	Recognition	3
Article II	Discrimination and Coercion	3
Article III	Union Dues & Agency Service Fee	3
Article IV	Grievance and Arbitration Procedure	5
Article V	Job Posting and Bidding	5
Article VI	Civil Service.....	6
Article VII	Seniority.....	6
Article VIII	Overtime	6
Article IX	Holidays	8
Article X	Vacations.....	9
Article XI	Jury Pay.....	10
Article XII	Sick Leave.....	10
Article XIII	Funeral Leave.....	12
Article XIV	Personal Leave	12
Article XV	Miscellaneous	12
Article XVI	Snow Days	13
Article XVII	Classification Plan and Pay Rates.....	14
Article XVIII	Longevity	15
Article XIX	Management Rights	15
Article XX	Health and Welfare	16
Article XXI	Duration	17
Part II	Custodians.....	18
Part III	Cafeteria.....	19
Part IV	Clerical.....	21
Appendix A	Custodian Salary Schedule.....	22
Appendix B	Cafeteria Salary Schedule	23
Appendix C	Clerical Salary Schedule	24

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all custodians, maintenance employees, matrons, cafeteria employees and clerical employees of the Public Schools of the City of Newburyport excluding the Supervisor of Cafeterias.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

ARTICLE II – DISCRIMINATION AND COERCION

There shall be no discrimination by agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision(s) of this agreement or his/her refusal to comply with any order which would clearly jeopardize his/her safety.

ARTICLE III – UNION DUES & AGENCY SERVICE FEE

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth the **EMPLOYER** agrees to deduct union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form. The City Treasurer shall remit the aggregate amount to the Treasurer of the **UNION** along with a list of employees who have had said dues deducted. Such remittance shall be made monthly.

ARTICLE IV – GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement shall be settled in the following manner:

Prior to the initiation of a grievance under the following steps, the Union steward and the principal shall try to resolve any dispute informally.

Step I: The Union steward or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's principal within five (5) working days from the date of the grievance or of his/her knowledge of its occurrence. The principal shall attempt to adjust the matter and shall respond in writing to the steward within five (5) working days.

Step II: If the grievance has not been settled, it shall be presented to the HR Director in writing within three (3) working days after the principal's response is due. The HR Director shall respond to the steward, in writing, within seven (7) working days.

Step III: If the grievance still remains unadjusted, it shall be presented to the Superintendent of Schools, in writing, within ten (10) working days. The grievance shall be heard and the Superintendent of Schools shall render a decision within ten (10) working days.

Step IV: If the grievance is still unsettled, either party may, within fourteen (14) working days after the reply of the Superintendent of Schools is due, proceed to arbitration and so notify the other party of its intent to do so. The arbitrator shall be selected, and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The expenses of such arbitration shall be shared equally by the School Committee and the Union.

ARTICLE V – JOB POSTING AND BIDDING

When a position covered by this agreement becomes vacant or is created, the Employer will be allowed thirty (30) workdays to determine if the position will be posted and/or filled. If it is determined that the position shall be filled, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications within three (3) work days of the date the decision to post occurs. This notice of vacancy shall remain posted for seven (7) workdays. Employees interested shall apply in writing within the seven (7) workday period. The Employer shall have the right to select the best-qualified applicant for positions and promotions, with seniority operating as a tiebreaker if the qualifications of more than one candidate, as determined by the

employer, are deemed to be equal. Upon request, a statement of reasons in writing shall be provided to any employee not selected who is more senior to any employee selected.

The successful applicant shall be given a ninety-day (90) day trial in the new position at the applicable rate of pay. If at the end of the trial period it is determined that the employee is not qualified to perform the work, he/she shall be returned to the old position and rate. If the Employer determines that there are no qualified applicants, the Employer may fill the position from outside the bargaining unit.

Nothing in this Agreement shall be deemed to impair the Principal's right to appoint under Massachusetts General Laws, c.71.59B.

ARTICLE VI – CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service and State Labor Laws, rules and regulations relative to seniority, promotions, transfers, hiring, discharge, removals, and suspensions.

ARTICLE VII – SENIORITY

The length of service of an employee in the bargaining unit shall determine the seniority of an employee.

The principal of seniority shall govern and control in all cases of decrease or increase of the working force, as well as preference in work assignments and choice of vacation period.

ARTICLE VIII – OVERTIME

Any employee covered by this Agreement shall be paid overtime at the rate of one and one-half times (1 1/2) his/her regular rate of pay outside of his/her regular working schedule. Authorized sick time and holiday pay shall be considered as time worked in computing overtime. Employees shall not be listed for overtime on days they are absent because of illness.

Any employee called back to work on the same day after having completed his/her assigned work and left the place of employment and before the next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. A minimum of two (2) hours pay at time and one-half will be guaranteed. Recall from 11:00 PM to 10:00 AM shall have a four (4) hour minimum.

In such cases when the flag of the United States must be flown on holidays, this assignment shall be designated to one (1) custodian for all public schools on a rotation basis.

Overtime shall be equally and impartially distributed among personnel in each school who ordinarily perform such related work in the normal course of their workweek. Overtime for 70 Low Street Molin/Nock – For the purpose of overtime distribution, there will be one (1) overtime list to be shared for all overtime opportunities. This list is for all custodial staff in said building.

The Superintendent of Schools or Facilities Manager has the right to call custodians in for emergency situations. When in cases of extreme emergencies it is necessary to call in personnel from other schools to aid and assist, the personnel from schools other than the area which normally performs such related work shall be released from their duties first when the work load lessens.

Overtime work shall be voluntary except for activities designated by the Superintendent of Schools as school functions involving students.

Custodian High School Overtime

Notwithstanding any other provisions of this Article, all High School custodians' and full-time Maintenance custodians shall be included on the Primary High School overtime rotation list to cover overtime for events involving, but not limited to student and community groups both during the week and on the weekend when it does not interfere with regularly schedule shifts. List shall be listed by seniority.

A secondary High School overtime list consisting of any other Custodial and Maintenance employees shall be developed. All other Custodians and Maintenance employees can volunteer to be on this secondary list at the start of the school year. Employees on this Secondary High School overtime list will be asked to work High School overtime events if no one from the Primary High School overtime list is available to work an event. The Lead Custodian at the High School is responsible for movement through the two overtime lists in order to schedule overtime coverage for events occurring at the High Schools. Any employee on the secondary list that fails to respond when called or refuses 3 overtime assignments within a year will be automatically removed from the Secondary Overtime list.

In the event that both the Primary and Secondary High School overtime lists are exhausted, and an overtime event cannot be covered, then it falls to the Facilities Manager to arrange for coverage of the event from outside of the Primary and Secondary overtime listed. Substitute custodians, from the available pool of substitutes, may be called in by the Facilities Manager, when necessary, to work an uncovered overtime event as long as there is at least one full-time High School custodian or Maintenance employee willing to work the event.

In the event that all lists are exhausted, then and only then, it shall be the duty of the lead custodian to report to the facilities manager whose duty it shall be to mandate the employee with the least amount of previously submitted overtime hours worked in the past 30 days and who has not already been mandated to work that week to cover an event. The facilities director will keep a record of all employees previously submitted overtime hours worked and in the event of a tie for the least amount of hours worked by multiple employees he/she may look further back into the records as needed in 15 day increments to find the proper employee to mandate between the tied employees.

Swapping of overtime assignments will not be allowed. Assignment of overtime coverage must follow the order established on the overtime rotation list. Once assigned the employees are expected to honor this agreement and cannot back out of this assignment except in the case of a significant emergency.

Any employee who works overtime, with the supervisor's approval, may elect to be compensated for said overtime with either compensatory time or overtime pay. Should no agreement be reached as to the method of compensation, the employee shall be compensated with overtime pay.

The Employer shall keep records of the overtime work. In case of a grievance such records shall be subject to examination by the Union representative, or the shop steward, with the Superintendent of Schools. A record of the overtime hours worked by each employee shall be posted in a conspicuous place monthly. For the purposes of distribution, overtime refused shall be considered time worked.

Employees working functions and/or other activities on an overtime basis shall not be required to work alone at said function(s) are evening functions. It is agreed between the parties that if the custodian is in the building as part of his regular schedule it will not be necessary to have a second custodian on an overtime basis, and it is further agreed between the parties that if a function extends beyond eleven (11:00) o'clock p.m. another custodian working in the building as part of his regular schedule shall be paid at the overtime rate for the time worked beyond the regular time.

There shall be a one (1) hour set-up period for custodians prior to assignment of a school event.

The maintenance custodian may be assigned overtime work at the discretion of the Superintendent and shall be paid at the rate of one and one-half times his regular rate of pay.

The maintenance custodian shall be included in the Middle/High School rotation list for such overtime work he may be qualified to do with the understanding that any overtime assigned by the Superintendent or Facilities Manager has precedence over any other overtime to which he may be entitled by virtue of this provision.

One (1) custodian may be assigned overtime duty for any Parent/Teacher Nights rather than two (2).

All custodians whose work assignments include those rooms used for Summer Program will be allowed up to four (4) additional hours of work per week during the weeks that Summer Programs are in session, and shall be paid at the normal over time rate for such work.

Unless an emergency exists, all Maintenance/Custodial regularly scheduled overtime shall be pre-approved by the Facilities Manager.

Substitutes for Maintenance/Custodial personnel shall only be called when the overtime rotation list has been exhausted and no volunteers from within the bargaining unit exists.

ARTICLE IX - HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Eve	
New Year's Day	
Martin Luther King's Birthday	
President's Day	
Good Friday	
Patriot's Day	
Memorial Day	
Independence Day	
Labor Day	
	Columbus Day
	Veteran's Day
	Thanksgiving Day
	Friday after Thanksgiving
	Christmas Eve
	Christmas Day

and **any other day** that may be declared a holiday by the Governor of the Commonwealth of Massachusetts, General Court.

If the Friday before Labor Day happens after the school year begins, and the Teachers are given the day off, Local 939 members will also be given the day as a paid holiday.

Should any holiday fall on an employee's normal day off the nearest scheduled working day will be considered to be the holiday.

Holiday pay shall be the regular working hours pay at straight time rate.

If a holiday occurs within an employee's vacation period, that employee shall receive an additional day's vacation with pay.

An employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and one-half (1 1/2) his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours work at the above rate.

If an outside group that is billed to use a school facility books an event on a holiday, the custodian(s) working on that holiday will be paid double time. Existing school groups and teams will make their best effort to avoid booking practices, events, etc. on holidays.

School Year employees shall not be eligible for Holiday pay for July 4th. In addition, except in those years where the employees begin work prior to Labor Day, School Year employees shall not be entitled to holiday pay for Labor Day.

ARTICLE X - VACATIONS

A. In General

1. Choice of vacation periods shall be based on seniority rights.
2. Each employee will receive two (2) additional vacations days per year for the life of this Agreement.
3. Upon termination of employment the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death such payment shall be made to the employee's beneficiary.
4. Employees may carry over from year to year a maximum of two (2) weeks vacation.
5. A thirty (30) days notice by an employee is required if he/she requests vacation pay prior to their vacation period.

The vacation year shall be the period from July 1 to June 30 inclusive; each member shall be credited as of June 30.

B. Custodian Schedules

1. Two (2) weeks vacation after one (1) year of service
2. Three (3) weeks vacation after five (5) years of service
3. Four (4) weeks vacation after ten (10) years of service
4. Five (5) weeks vacation after fifteen (15) years of service

Employees shall be limited to two (2) weeks of vacation during the months of July 1 to September 1. No employee shall take vacation during the five (5) working days prior to the opening of school.

C. Cafeteria Workers Schedules

No cafeteria employee in the system as of July 1, 1984 will lose any privileges then enjoyed. Vacations shall be as follows:

1. 2 weeks vacation after one (1) year of service

2. 3 weeks vacation after five (5) years of service

All cafeteria workers hired after 7/1/16, if eligible, will receive one (1) weeks' vacation pay, which will be the week of Christmas School Vacation, no additional vacation time will be accrued.

Vacation shall be taken and vacation paid for only those days when school is normally closed: Christmas Vacation, February Vacation and Spring Vacation.

D. Clerical Schedules

Four (4) weeks' vacation after one (1) year of service

Five (5) weeks' vacation after fifteen (15) years of service

ARTICLE XI – JURY PAY

The Employer agrees to make up the differences in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE XII – SICK LEAVE

Employees shall be credited with one and one-half (1 1/2) days per month with an unlimited accumulation of sick leave. All employees hired after July 1, 1995 will have a maximum accumulation of 150 days.

Sick leave shall be granted for sickness or injury (off the job) and for absence because of illness in the family as defined under the Family and Medical Leave Act.

The Employer may, as additional proof, require a certificate from a physician for sick leave absence in excess of five (5) days.

One hundred per cent (100%) of accumulated sick leave shall be paid in a lump sum to the beneficiary of any employee eligible for such sick leave whose service is terminated by death.

Upon retirement fifty percent (50%) of accumulated sick leave, up to a maximum of one hundred (100) days shall be paid in a lump sum to a retiring employee, except employees hired on or after July 1, 1995 will have a maximum buy back of 50% up to 150 days with a maximum of 75 days, provided that the employee notified the School Committee by December 15 of the previous fiscal year. Absent such notice, such payments shall be made in the following fiscal year.

Every effort should be made by employees planning retirement in the fiscal year to make proper notification as soon as possible for budgeting purposes, and the foregoing conditions are also waived for retirements under extenuating circumstances that precluded the retiring employee from notifying the proper parties by December 15 of the fiscal year.

Sick leave buyback shall be based on the employee's daily rate of pay during the last year of service.

An employee may supplement workers compensation only from any authorized paid leave accrued and available to the employee on the date of the injury. An employee may supplement such workers compensation from such accrued leave, in whole or in part, but not to exceed his/her full regular pay for any week.

Sick Leave Bank

1. There shall be a sick leave bank established for non-probationary employees who wish to participate by contributing sick days from their individual sick leave accounts, in such amounts as the joint committee under sub-section 2 shall decide. Employees shall elect in writing whether to participate in the sick leave bank by January 1, 1999, or, for employees hired thereafter, within thirty (30) days after passing the probationary period. Only those employees who elect to participate will be eligible to apply for benefits from the sick leave bank.
2. A joint committee of two members designated by the Union and two members designated by the Employer shall administer the sick leave bank, and shall consider as a criterion for granting benefits adequate medical evidence of serious illness and the applicant's prior utilization of short-term sick leave. An applicant must first exhaust his/her sick leave and other available leave before seeking sick leave bank benefits. All decisions of the joint committee shall be final and binding. If the benefits of the bank near exhaustion, the parties shall meet to discuss additional contributions.
3. The initial grant of sick leave by the Sick Leave Bank committee to an eligible employee shall not exceed thirty (30) days.
4. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank committee upon demonstration of need by the applicant. The maximum days granted an individual will not exceed one hundred fifty (150) days. An employee accepting days from the Sick Bank who does not return to work for reasons other than medical, shall be required to pay back 50% of the allotted days to the Sick Bank. Enforcement of this pay back shall be the responsibility of the employer.
5. Any sick leave granted under the provisions of this Section shall expire at the end of the work year for those members of the bargaining unit working less than fifty-two (52) weeks per year.

The decision of the Sick Leave Bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

ARTICLE XIII – FUNERAL LEAVE

For a period not exceeding five (5) days, full pay will be granted in the case of death in the immediate family (husband, wife, partner, parent, child, brother, sister, step-children, foster children, grandparents, mothers-and fathers-in law). The same privilege will be granted for absence due to the death of a relative with whom the employee is living. An employee will be allowed absence for a single day with pay to attend the funeral of a friend or a distant relative.

ARTICLE XIV – PERSONAL LEAVE

Section 1: An employee shall have a maximum of four (4) non-cumulative personal days per year with no loss of pay. Such leave, when granted, shall not be charged to sick leave or vacation time.

Section 2: Employees requesting personal leave shall fill out the District Personal Leave form (Non-Teaching Staff) to their immediate supervisor (Building Principal, Facilities Manager or Cafeteria Manager). A Personal Leave Form is to be submitted forty eight (48) hours prior to the requested leave unless there is a demonstrated emergency.

Section 3: An employee who is requesting personal leave that is of a confidential nature may mark the reason for leave on the form as “Confidential”. The employee, when requested by his /her immediate supervisor, shall verbally tell the immediate supervisor the reason for the leave request. Requests for personal leave shall not be unreasonably denied.

ARTICLE XV - MISCELLANEOUS

1. Bulletin Board: Announcements shall be posted on each Union bulletin board. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. Should any provision of this agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect. School Committee rules and policies not spelled out in this agreement shall be inherent by reference.
3. No Discrimination: The Newburyport Public Schools does not discriminate on the basis of race, color, religion, national origin, age, gender identity, sexual orientation, or

disability in admission to, access to, employment in, or treatment in its programs and activities.

4. Access to Premises: The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 939 to enter the premises after schools' closing hours for individual discussion of working conditions with employees provided the principal is notified.
5. No member of the bargaining unit will suffer the loss of his/her employment due to the employment of a sub-contractor.
6. Safety Committee: A Safety Committee composed of two (2) representatives of the Union and two (2) administrative personnel shall be appointed. Said Committee shall appoint its own Chairperson and shall meet four (4) times yearly to review safety practices and conditions as they pertain to employees and students. It may draw up a safety code, which both parties to this agreement agree to review and vote to enforce.
7. Employees shall give verbal assistance to workmen called in to repair equipment.
8. Employees are not expected to discipline students. They shall, however, report any cases of student misbehavior to the proper school authority.
9. All regulations of the School Committee in Chapter IX of the Rules and Regulations, not covered in this contract shall be made a part of this Agreement.
10. It is agreed between the parties that the Superintendent of Schools, or his/her designee, shall notify custodians when to start making the normal weekend building checks that are used to check boilers, etc.
11. Effective July 1, 1980 a security check will be initiated in the Middle School under the same conditions that apply to the boiler check in other schools.
12. Employees shall be notified at the beginning of each fiscal year of the following:
 - a. Number of sick days accumulated
 - b. New pay rate
 - c. Seniority List
13. Custodial Uniforms: The District will reimburse custodians for clothing purchases up to \$250 in FY20 and \$300 beginning FY21; items can be selected from any vendor of their choosing and be reimbursed with the approval of Facilities Manager). Shirts will be ordered annual by Facilities Manager by September 30th (5). All Facilities department

staff are required to wear their school issued shirts at all times when they are on duty for both regular and overtime shifts.

14. Employees may request a review of their step classification and/or any stipend should there be a significant change in job responsibilities. Employees may request union representative present during any meetings. Requests shall be made to the employee's immediate supervisor outside of the Union and the employee may appeal any decision of the immediate supervisor to the Superintendent. The Superintendent's decision shall be final and non-grievable.
15. Union and Management agree to a job study to review and bargain job descriptions and compensation should the parties agree that upgrades are warranted.
16. Mandatory Direct Deposit effective September 1, 2016
17. Administration will create a policy to address the issue of groups using facilities on weekends and holidays and not paying for or requesting use of facilities.
18. There shall be a Clerical Re-Organization Committee consisting of two (2) members of the bargaining unit and two (2) members of the School Department. The purpose of this Committee shall be to develop job descriptions and reclassify positions that warrant reclassification and utilization of clerical substitutes. The Committee shall meet at the request of either party.
19. 403B retirement benefits: all employees covered by this agreement shall be eligible to participate in a tax deferred compensation plan (403B) of the employee's choosing from a list of District approved Vendors. Employees are responsible for opening an approved 403B account prior to beginning deductions.
20. Maintenance & Custodians: when a pre-approved certification program is completed \$500 will be added to employee's base pay, only one (1) \$500 amount will be added per program once full course is completed (ex; a program has 3 courses, all 3 must be completed to received \$500)

ARTICLE XVI – SNOW DAYS

When school sessions are cancelled because of inclement weather, all clerks and custodians are expected to be on duty during working hours, unless otherwise directed by the Superintendent of Schools. When there is a snow emergency, the Facilities Manager will make the earliest possible notification to the Custodial Staff as Practical.

When there is a delay in the opening of school due to inclement weather or emergency, Clerical employees are expected to report for duty as close to their scheduled start time as possible, unless notified by the Superintendent of Schools. Employees who are unable to report to work on a day in which sessions are cancelled may access accrued Personal or Vacation Leave and suffer no loss of pay. In addition, an employee may request a day without pay.

Employees requesting leave on a Snow Day shall be required to notify the Principal or Superintendent's Office. Leave as described above shall not be unreasonable denied. No employee taking leave on a Snow Day shall be adversely affected.

Employees who are required to report for work when school offices are closed will be compensated at the rate of time and one half. Those employees not required to report to work will be paid their regular rate with no accrued time lost. Employees that are required to work but unable to make it must use accrued time. Best effort will be made to make the decision that offices are closed at the time of cancellation.

ARTICLE XVII – CLASSIFICATION PLAN AND PAY RATES

In this agreement and made part of it as Appendices A, B, C, there shall be established a Classification and Pay plan. It shall list all positions covered by this Agreement and by title and state wages for each position.

Employees shall be paid on a bi-weekly basis, which shall begin on July 1, 1998.

Notwithstanding the settlement of this Agreement, the parties shall form a sub-committee to continue negotiations on salary schedules for positions covered by this agreement to establish, as necessary, levels of pay for those who replace incumbents whose salaries are currently specified by name in the Salary Schedules.

Contractual stipends shall remain in effect, unchanged, for the duration of the Agreement.

The parties agree that the head custodial positions and the contractual stipends for those positions will be discontinued effective July 1, 2002.

The parties further agree to establish a labor-management committee, which shall consist of two (2) representatives designated by the Union and two (2) representatives designated by the Superintendent of Schools. This Committee shall prepare a report and non-binding recommendations to the Administration with regards to improving the Classification and Pay Plan of this Agreement. Further, the Committee shall meet at the request of either party.

In the event that the parties reach mutual agreement with regards to reorganizing the Classification Plan and mutually agreed to job descriptions for the Clerical Unit, the Clerical Unit Pay Plan shall be revised as necessary.

In the event that the parties reach mutual agreement with regards to reorganizing the Classification Plan and mutually agreed to job descriptions for the Custodial/Maintenance Unit, the parties agree to re-open those provisions of this Agreement pertaining to salary schedule for further bargaining. Further the parties agree to maintain existing staff levels until the parties have had the opportunity to discuss the above-mentioned reorganization.

At the discretion of the Department, payment for Cafeteria employees may be changed so that bi-weekly pay is no longer based on 26 equal payments, but is based on the actual hours worked and holiday, vacation, and personal time used during the two week period in question. Any accrued vacation time left after the last day of school will be paid out on the next pay period after the last day of school.

For all employees; any work done in a higher classification for 3 consecutive work days will be compensated at the higher rate of pay for all hours

ARTICLE XVIII - LONGEVITY

Longevity compensation shall be in accordance with the following schedule:

1. Employees with five (5) years experience in the school system shall receive \$1075.00 in addition to their base pay.
2. Employees with ten (10) years experience in the school system shall receive \$1275.00 in addition to their base pay.
3. Employees with fifteen (15) years experience in the school system shall receive \$1550.00 in addition to their base pay.
4. Employees with twenty (20) years experience in the school system shall receive \$1900.00 in addition to their base pay.
5. Employees with thirty (30) years' experience in the school system shall receive \$3000.00 in addition to their base pay.

Base pay is defined in Appendix A, B and C.

Longevity pay shall be paid as one (1) lump sum less deduction for retirement on the first payroll in December of each eligible year.

All new cafeteria workers hired after July 1, 1995 will receive one-half (1/2) of the current longevity rate based upon a 182 day contract year.

Notwithstanding the above, it is understood and agreed that Longevity compensation shall be paid only to those cafeteria employees working twenty (20) hours or more per week with the exception of the three (3) individuals who worked twenty (20) hours or more per week prior to July 1, 1977 who shall be entitled to Longevity compensation notwithstanding the fact they now work less than twenty (20) hours per week.

ARTICLE XIX – MANAGEMENT RIGHTS

The School Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this agreement, the Committee retains all the powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration preceding hereunder.

ARTICLE XX – HEALTH AND WELFARE

- A. The School Department will pay seventy-five (75%) percent of the premium for health insurance and the employee will pay twenty-five (25%) percent of the premium. The present policy will remain in effect for the life of this agreement unless both sides agree to change.
- B. It is expressly understood and agreed that the School Department be obligated to pay only \$10 per month, per employee of any rate for any Dental Insurance Program in effect as of February 15, 1995.
- C. Should any mandatory changes occur in the State Statute (32B) effecting health and welfare plans, this agreement will be immediately reopened for negotiations on this subject.
- D. Life Insurance Policy: The City will pay seventy five (75%) of the premium for the first \$2,000.00 worth of life insurance and the employee will pay 25% of the cost of the premium for the first \$2,000.00 worth of life insurance. The difference in the cost between the \$2,000.00 life insurance and the \$5,000.00 life insurance will be paid 100% by the city.
- E. Any employee who works less than twenty (20) hours per week will not be eligible for Health Insurance.

ARTICLE XXI – JUST CAUSE/DISCIPLINE

After completion of the probationary period no employee shall be disciplined or discharged except for just cause. The union shall be notified of all disciplinary actions, including discharges within 24 hours.

In administering the requirement of Just Cause, the Superintendent or his/her designee shall observe the following procedures for warnings, suspensions and discharges;

- Step 1: An employee shall be given a verbal warning
- Step 2: A written warning shall be given to the employee with a general description of the reason for the discipline.

- Step 3: The employee shall be suspended for three days without pay. Suspensions issued more than five years before a disciplinary action shall be given less weight in determining the degree of discipline.
- Step 4: The employee shall be discharged and given the reason for said discharge in writing. The employer shall have the right to bypass any of the first three steps for serious misconduct or serious violations of work rules or safety practices.

The Employer shall have the right to counsel employees who have had repetitive disciplinary problems.

If an employee with past disciplines, after 5 years with good standing, were to have an infraction then the union and administration will meet and discuss the option to begin at Step 1.

ARTICLE XXII - RECALL

Any employee who is laid off shall be placed on the recall list. The recall list shall be by seniority. Employees shall be on the recall list for two (2) years and one day from the day of layoff. Current employees shall have the right to fill vacancies before employees are called on the recall list. Employees on the recall list shall be notified by certified mail to their last known address of a position that they are qualified to fill. Employees shall notify the Employer in writing within one (1) week, (7 days) of receiving notice whether they accept or decline the position. If they decline they shall be removed from the recall list. If they accept the position they shall have up to three (3) weeks to fill position from the date they accept. If an employee does not respond within the seven (7) day period in writing, then the employee shall be removed from the list. Employees hired off the recall list shall be entitled to bridge their previous time worked for purposes of benefits and seniority.

ARTICLE XXIII - DURATION

This Agreement shall take effect on July 1, 2019 and shall continue through June 30, 2022. The terms of this Agreement shall remain in full force and effect until superseded by a new Collective Bargaining Agreement.

For the Newburyport School Committee:

For the Union:

PART II

CUSTODIANS

Section I: The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, and shall comprise a forty (40) hour work week guaranteed. The regular hours of work each day shall be consecutive except for interruptions for lunch periods. The School Committee reserves the right to stagger the regular eight (8) hour work day from 6:00 a.m. to 6:00 p.m. and such scheduling shall not be cause for extra duty or overtime pay claims. The system of rotation for Saturday and Sunday call-in shall be mutually agreed upon by the Employer and the Union.

Section II: There will be no less than two (2) custodians assigned to a second shift in the High School, Middle School and Bresnahan School; provided, however, the second shift may be run with one custodian if both of the following conditions are met: (1) efforts are made to replace a custodian who is absent or who leaves the shift; and (2) there are other people in the building.

All employees who work the second shift as a regular schedule shall be permitted to work a regular day shift during the following vacation periods: Christmas vacation, mid-Winter vacation, spring vacation and summer vacation provided, however, that at no time will an employee as a result of shift change remain in his assigned school as an only worker.

Section III: July 1 will be considered the anniversary date for employees' movement through the pay schedule.

Section IV: The Lead Custodian Position shall be an annual appointment and the incumbent in the position will be required to re-apply annually. Removal from the Lead Custodian position due to performance issues shall be subject to the grievance procedure up to and including Level II of the parties negotiated grievance procedure. The decision of the HR Director shall be final and not subject to Level III and Level IV of the grievance procedure.

PART III

CAFETERIA

1. At no time will cafeteria employees be required to clean floors.
2. If one employee is absent from the cafeteria at any school a substitute will be called in.
3. Employees will be guaranteed lunch breaks as follows:

Full-time:	30 Minutes
Part-time	15 Minutes
4. An employee who works for three (3) days in a position rated higher than his/her usual position will be paid at the higher rate. This is retroactive to the first day worked.
5. When the position of a full-time employee becomes vacant, this position will be filled by another full-time employee.
6. Head Cooks will be compensated on a per diem rate for all time worked in excess of forty two (42) weeks.
7. In the event the Committee changes the school year vacation schedule, e.g. by merging February vacation and April vacation, then full-time cafeteria workers with three weeks of vacation shall take the third week as follows:

One day on President's Day
One day on Patriot's Day

Remaining three days shall be paid in a lump sum at the end of the school year
8. At the beginning of each school year, cafeteria employees shall be issued five (5) uniform shirts (mutually agreed on by the majority of staff) with the appropriate insignia. Aprons will be supplied every two (2) years at the beginning of the school year (2 aprons per employee). Employees shall receive (on a reimbursement basis) up to a maximum of \$200.00 clothing allowance each school year for the purchase of additional clothing to be worn exclusively during work hours, as of the school year FY21 the amount will increase to \$250. Other clothing shall consist of additional work shirts, a white or tan sweater (no sweatshirts), white or dark pants (no shorts, dungarees or sweatpants), white or black slip-resistant work shoes and visor. Hairnets will be supplied as an alternative to visors.
9. Effective January 1, 2008, full-time cafeteria workers shall be guaranteed 32 1/2 hours of work in a five-day work week except for weeks when students have a modified schedule and there are non-serving days (e.g. Professional Development/Early Release). Part-time employees may vary according to operational needs.

10. All employees shall be hired at Step 1 and movement through the Schedule will take place on September 1.
11. Part-time cafeteria workers shall receive the following benefits:
 - a. Beginning July 1, 1998, sick leave shall accrue at the rate of three-fourths (3/4) of one day for each of the ten months school is in session (7.5 days per year). Sick days may accumulate in accordance with Article XII, and such employees will be eligible to participate in the sick leave bank. However, such employees shall not be eligible to receive sick leave buy back.
 - b. Part-time cafeteria workers shall be eligible to take up to two (2) personal days per year, under Article XIV.
12. Part-time Cafeteria Employees shall have the right of first refusal for all additional hours at their regular assignment prior to the work being offered to a substitute. The Food Service Director shall coordinate coverage to meet the needs of all part-time employees.
13. Each kitchen will be provided with at least one cart; also each register will be equipped with an ergonomic safety mat (to be replaced as needed)
14. If lunches are shifted then staff hours should be adjusted accordingly not requiring overtime pay. If for any reason staff is required to stay beyond their workday overtime pay (full-time) will be paid, hourly rate for part-time.
15. Administration will add one additional person @Bresnahan for the breakfast hour if someone is willing. If the program falls below current financial levels and cannot be sustained we will revert back to one.

PART IV

CLERICAL

1. All clerical workers will have a thirty-five (35) hour work week consisting of five (5) consecutive seven (7) hour days, Monday through Friday, and shall comprise a thirty-five (35) hour work week guaranteed. The regular hours of work each day shall commence between 6:30 AM to 9:00 AM with a minimum of a one-half (½) hour unpaid lunch period scheduled in the middle of the work day. Starting times and scheduled lunch breaks shall be at the discretion of the Principal/Administrator.
2. The Administration shall be able to recruit new hires into the Clerk Typist classification above Step 1. July 1 shall be considered the anniversary date of movement through the schedule
3. Increase the Single School Secretary stipend from \$500.00 to \$ 750.00. A single school secretary with a Shared Principal with an enrollment of over 200 students shall have a \$2000.00 annual stipend.
4. Union and Management agree to a re-classification review, bargain job descriptions and compensation should the parties agree that upgrades are warranted, this will be completed the 2nd year of this contract.

Miscellaneous:

- a. The current position of Curriculum Secretary shall be reclassified to Secretary to the Assistant Superintendent of Curriculum and Instruction. The incumbent Curriculum Secretary shall remain in the position and the employer may change this position to a forty (40) hour position upon notification to the Union. The assigned hours of work shall be at the discretion of the Employer.
- b. Stipends; add Bresnahan secretary to create new stipend for Use of Facilities Elementary (for Bresnahan Secretary) in the amount of \$1,500; if the use becomes consistent with High & Middle stipend will be reevaluated
- c. Clerical subs may be utilized when authorized by principal or superintendent for absences based on need and skill required.

Compensation:

FY20 increase of 3%

FY21 increase of 3%

FY22 increase of 3%