

Agreement

between

**Blue Hills Regional Vocational
School District Committee**

and



**Blue Hills Maintenance/Custodial
Employees**

July 1, 2008 - June 30, 2011

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PREAMBLE

This Agreement is made by and between the Blue Hill's Regional Vocational School District Committee (hereinafter referred to as "the Committee" and the Maintenance/Custodial Workers, Local 888, SEIU (hereinafter referred to as "the Union").

PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between the Committee, the Union, and the employees in the bargaining unit represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Union and the Committee to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust grievances relating to employment.

ARTICLE I – RECOGNITION

The Committee recognizes Service Employees' International Union, Local 888, as the exclusive bargaining agent for all positions for whom the Union was certified by the Massachusetts State Labor Relations Commission under case MCR 2363, dated July 22, 1976.

All full-time and part-time custodians, maintenance men, grounds-men, working foremen and security booth operators, excluding Head Custodian Supervisor and all other employees.

ARTICLE II – EQUAL OPPORTUNITY

To give emphasis to their intent and desire to comply fully with their obligation under existing applicable laws relating to discrimination on the basis of race, color, religion, country of national origin, sex or age, the parties hereby agree to incorporate these obligations as part of this agreement.

ARTICLE III – UNION MEMBERSHIP/AGENCY FEE

Commencing on July 1, 1997, every employee covered by this Agreement, if and when not a Member in good standing of the Union, shall pay or, by payroll deduction, shall have paid to the Union an agency service fee of one hundred percent (100%) of the affiliated dues; provided, however, that in no case shall such condition arise before the thirtieth (30th) day next following the date of the beginning of the employee's employment or the effective date of this Agreement, which ever shall be later. An employee paying the agency service fee to the Union provided herein may obtain from the Union a rebate of a pro rata share of certain expenditures of the Union, said expenditures as defined in the Massachusetts General Laws, Chapter 150E, Section 12.

For all employees, payment of agency service fee shall constitute a condition of continued employment. In addition, failure to pay said fee shall subject the non-paying employee to civil liability. Collection of such delinquent agency service fees shall be solely the responsibility of the Union.

The Union shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State, Federal, or Constitutional law. The failure of the Committee to perform any responsibility under this Section, including, but not limited to, the failure of the Committee to notify any employee on or before the employee's initial employment date after August 31, 1994 of such employee's obligation to join the union or to pay an agency service fee, shall excuse the Union from its indemnification obligation hereunder in any legal proceeding brought by, or on behalf of, such individual employee.

Newly-hired employees shall be required to sign a form acknowledging receipt of such notice from the school district. A copy of such form shall be supplied to the Union by the school district.

ARTICLE IV – PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of General Laws, Chapter 180, Section 17 as amended, the Committee agrees to deduct biweekly, if practicable, otherwise, monthly from the pay of each employee in the bargaining unit who properly authorized it, all Union dues which are owed to the Union.

The Union shall furnish the Committee with a certified list of employees who are members in good standing as of the date of this Agreement and shall thereafter furnish the Committee with the names of any other employees who become members of the Union. The Committee agrees to provide the Union with a list of employees hired, terminated, and reclassified, whenever a change occurs.

ARTICLE V – GRIEVANCE PROCEDURE

Any grievance arising during the term of this Agreement concerning the application or interpretation of a provision of this Agreement and which is not otherwise controlled by the Laws of the Commonwealth of Massachusetts shall be adjusted in accordance with the following procedure.

Step 1: The Union Steward and/or representative with the aggrieved employee, shall submit the grievance, in writing, to the Director of Buildings and Grounds within five (5) working days after the employee knew, or should have known, of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Step 2: If the grievance has not been resolved within ten (10) working days after its submission to the Director of Buildings and Grounds, it shall be submitted to the Superintendent, in writing, within ten (10) working days after the response of the Director of Buildings and Grounds was due.

Step 3: If the Grievance has not been resolved by the Superintendent/Director within twelve (12) working days after its submission, it shall be submitted, in writing, within twelve (12) working days to the School Committee for consideration at the next regular School Committee Meeting.

Grievances dealing with termination and/or reduction in force shall proceed to arbitration if not resolved at this Step.

Step 4: In the event that the grievance is not satisfactorily resolved by the School Committee, the Union may submit the grievance to arbitration within thirty (30) calendar days following the School Committee's answer or date on which said answer is due.

The parties may mutually agree to extend any of the time limits set forth herein.

The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to, or detracts from, this Agreement. Costs of the Arbitration proceedings except for transcripts requested by a party, shall be shared equally by the School Committee and the Union.

A grievance involving the discharge of a permanent employee may be initiated at Step Two of the procedure. Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

ARTICLE VI – WAGES, HOURS, AND OVERTIME

Regular Work Week – Forty (40) hours consisting of five (5) days of eight (8) consecutive hours, Monday through Friday, shall constitute the regular work week for custodial and maintenance employees.

The Work Day will be divided into three eight (8) hour shifts: the Day Shift being 7:00 a.m. to 3:00 p.m.; Second Shift being 3:00 p.m. to 11:00 p.m.; Third Shift being 11:00 p.m. to 7:00 a.m.

The Security Booth Operator will work the Day Shift, Monday through Friday, from 7:00 a.m. to 3:00 p.m.

Overtime – For full-time employees, overtime premium pay at the rate of time and one half (1 ½) the regular pay shall be paid for all hours worked in excess of forty (40) hours per week. For the purpose of overtime, a sick leave day shall be counted as a day worked provided the employee has unused sick leave.

If the employee works on a Holiday, she/he will be paid Holiday pay, plus time and one half (1 ½). Holidays are to be considered as part of the forty (40) hour work week when figuring overtime.

Lunch Period and Breaks – There shall be a thirty (30) minute paid lunch period within the above described work shifts. The three to eleven shift lunch period will be from 6:15 p.m. to 6:45 p.m. The eleven to seven shift lunch period will be from 4:00 a.m. to 4:30 a.m.

In addition, there will be two (2) fifteen (15) minute breaks on each of the above described work shifts. The Day Shift breaks will be scheduled as follows: 9:30 a.m. to 9:45 a.m. and 2:00 p.m.

to 2:15 p.m. The scheduling of breaks for the Security Booth Operator will be based on available coverage.

Allocation of Overtime – Overtime shall be allotted equally among the employees in the particular classification.

Call-In-Pay – An employee shall be paid a minimum of four (4) hours pay at the rate of time and one half (1 ½) for emergency “Call-Ins”. As used herein “Call-Ins” means that the employee is summoned from his/her home to work in an emergency, does the work and returns home after he/she has completed his/her work in the emergency.

At all home football games there shall be a minimum of one (1) maintenance and one (1) custodial employee called in.

All outside overtime functions will be performed by maintenance personnel, and all inside overtime functions by custodial personnel.

A minimum of one (1) custodian for the high school Graduation will be called in.

ARTICLE VII – SENIORITY, JOB PREFERENCE AND JOB POSTING

Seniority – An employee’s seniority shall be equal to his/her length of continuous service measured from the date of hire to a bargaining unit position. For the first ninety (90) working days, the employee is on a temporary status and not a member of the bargaining unit. Upon completion of the first ninety (90) working days of employment the employee will either be released from employment or appointed by the Superintendent-Director to a permanent status. When appointed to a permanent status, the right of seniority will revert to the original date of hire. The principle of seniority shall be applied in cases of layoff and rehire. Decisions regarding the transfer of personnel between shifts and within shifts shall be made on the basis of qualifications and the needs of the District as determined in the sole discretion of management. Only when qualifications of the applicants or employees involved are deemed equal, as determined by the Superintendent-Director, then the principle of seniority shall apply.

Preference to Present Employees – Qualified present employees shall be given preference over applicants for work when jobs are available, and particularly for jobs offering advancement.

Posting – The School Committee agrees to post all promotional positions on the bulletin board for ten (10) working days. All employee applicants for posted promotional positions shall received an answer within three (3) working days after the school committee meeting at which time the appointment is made.

Upon promotion, an employee will move to the step that has a higher dollar value than the individual was on. There will be a ninety (90) day trial period to evaluate the employee’s performance. If, in the judgment of the Superintendent/Director, as recommended by the Facilities Director, the employee’s performance does not meet the expectations of the Superintendent/Director and/or the Facilities Director, then the employee can be returned to his/her former position without such action being subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE VIII - HOLIDAYS

The following days shall be considered as holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Good Friday	Martin Luther King Day
Labor Day (if school is not in session)	

Employees will be given a full day off with pay on Christmas Eve and New Year's Eve if the day falls Monday through Friday and school is not in session.

Holidays falling on Saturday shall be celebrated on Friday, and holidays falling on a Sunday shall be celebrated on Monday, unless school is open for teachers on the Monday or Friday. If school is open, employees shall be given a compensating day off when school is not in session.

ARTICLE IX – VACATIONS

Effective July 1, 2005, employees will be credited in advance with vacation on July 1 of each year based upon the employee's years of service in the upcoming fiscal year (i.e. for July 1, 2005, the employee will be credited with vacation days based upon the years of service as of his/her 05-06 anniversary date). However, new hires will not be eligible for any vacation time until reaching the six (6) months of service date. Vacation leave will be earned as follows:

Employees shall be entitled to the following vacation schedule:

One week vacation	Six (6) months of service
Two weeks vacation	One (1) year of service
Three weeks vacation	Five (5) years of service
Four weeks vacation	Ten (10) years of service
Four weeks, one day	Sixteen (16) years of service
Four weeks, two days	Seventeen (17) years of service
Four weeks, three days	Eighteen (18) years of service
Four weeks, four days	Nineteen (19) years of service
Five weeks vacation	Twenty (20) years of service

Where any of the holidays enumerated in Article VIII falls during an employee's vacation, it shall not be counted as a vacation day.

Employees who were hired prior to July 1, 1986 may carry over no more than thirty (30) days of vacation time from one fiscal year to the next. Employees who were hired after July 1, 1986 but before June 30, 2005 may carry over no more than fifteen (15) days of vacation time from one fiscal year to the next. Employees hired after July 1, 2005 may carry over no more than five (5) days of vacation time from one fiscal year to the next.

On June 30, 2005, the Committee will buy back from employees accrued vacation days in excess of the limits set forth above. This is a one time buy back. Thereafter, accrued vacation days in excess of said limits as of June 30 of any year will be forfeited.

In addition to the one-time buyback referenced above, employees will be paid for vacation time earned, but not awarded, during the 2004-2005 school year as follows: using the employee's anniversary date as the starting point and June 30, 2005 as the ending point, the employee will earn a pro-rated share of his/her vacation entitlement. Amounts for each employee will be set forth in Appendix B. Employees will hold these days until the time of separation from employment, whether for layoff, retirement, or other reason. At the time of separation from employment, the employee will be paid for such days based upon his/her per diem rate as of that time.

Upon layoff or retirement, an employee will receive payment for vacation days which have been earned to date, prorated based upon that portion of the fiscal year actually worked. Since vacation time is credited to employees on July 1, in advance of when actually earned, mid-year retirements may result in the forfeiture of some vacation credits.

ARTICLE X – SICK LEAVE

Section A – Sick leave will be earned at the rate of one and one half (1½) days per month for each month of service, unlimited accumulation. To be eligible for sick leave, employees must call the receptionist one half (1/2) hour before starting time.

Section B – The Sick Leave Bank will be administered by a Committee consisting of three (3) shop stewards. The Committee shall establish the By-Laws for the use of the Bank and the amount of sick leave to be granted. These regulations will be distributed and strictly adhered to. Decisions of the Sick Bank Committee are final and binding and not subject to appeal or the grievance procedure.

Section C – Upon retirement, employees who have completed ten (10) years of service will be paid ten dollars (\$10.00) per day for each day of sick leave accumulated in excess of fifty (50) days up to one hundred (100) days and thirteen dollars (\$13.00) per day over one hundred (100) days, provided such total payment shall not exceed a total of two thousand dollars (\$2,000.00).

Effective July 1, 2009 upon retirement, employees who have completed ten (10) years of service will be paid ten dollars (\$10.00) per day for each day of sick leave accumulated from one (1) day up to one hundred fifty (150) days and fifteen dollars (\$15.00) per day for each day over one hundred fifty (150) days, provided such total payment shall not exceed a total of three thousand dollars (\$3,000.00).

To be eligible for sick leave buy back, the employee must notify the Superintendent-Director of his/her intended date of retirement at least one calendar year prior to the date of retirement so that monies may be budgeted for this purpose.

In cases of demonstrated sick leave abuse, the Employer shall have the right to investigate such abuse by asking for documentation of illness.

Section D – If an employee's illness requires him/her to be absent from work in excess of his/her accrued sick time, then the day will be paid out of his/her vacation time. If the employee has no vacation time available, the day will be paid as one of his/her personal days. If the employee has no personal time remaining, the employee will not be paid for the day.

ARTICLE XI – PERSONAL LEAVE

Two (2) days of personal Leave are allowed each year. Written request must be submitted at least twenty-four (24) hours in advance for the approval of the Superintendent. Personal Leave will not be approved to extend a Vacation or Holiday Period. For employees hired after the start of the contract year, the annual personal leave will be pro-rated, based on the number of days actually worked during the contract year.

ARTICLE XII – MILITARY LEAVE

An employee who is drafted for military service, or volunteers for service in any branch of the Armed Forces of the United States upon completion of such service, and if he/she has received an Honorable Discharge, must apply within thirty (30) days of discharge to be reinstated to his/her former position, in accordance with applicable law. In the event that it becomes necessary to lay off another employee in order to reinstate an employee returning from military service, such layoff shall follow the principles of seniority. The employee laid off shall be given reasonable notice.

ARTICLE XIII – BEREAVEMENT LEAVE

An employee shall be granted up to five (5) days' leave, with pay, in the event of a death in the immediate family, including: mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, stepparent, and stepchild; and, one (1) day for the death of grandparents, grandparents of spouse, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, or grandchild of the employee.

ARTICLE XIV – JURY DUTY

Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefor, the Committee will pay said employee such sum of money as when added to the amount received by said employee as compensation for jury service, will result in the payment to him/her of his/her full salary for any particular work week.

ARTICLE XV – INSURANCE

Section A: For the period of July 1, 2008 through June 30, 2009 the Committee will continue to provide health insurance to members through a single carrier, being Blue Cross Blue Shield HMO Blue. The Committee will pay seventy percent (70%) of the monthly premium cost for such coverage and the employee will pay thirty percent (30%).

Section B: Effective July 1, 2009, the District will join the Group Insurance Commission ("GIC") pursuant to the provisions of M.G.L. c. 32B, §19 and the terms of an agreement reached

between the District School Committee and the Public Employees Committee (hereinafter referred to as the "PEC Agreement"). As of the effective date of the District's inclusion in the GIC and for so long as the District continues to participate in the GIC under the provisions of §19, the provision of health insurance benefits shall not be governed by the terms of the parties' Collective Bargaining Agreement. A copy of the PEC Agreement is on file in the Superintendent's Office.

Section C: Fifty percent (50%) of the premium for two thousand dollars (\$2,000.00) worth of life insurance will be paid by the Employer for all full-time maintenance, custodial and grounds personnel.

ARTICLE XVI – UNIFORMS

All custodial, maintenance, and grounds personnel will be reimbursed a uniform allowance not to exceed two hundred and twenty-five dollars (\$225.00) upon submission of appropriate receipts for work clothing expenditures. Effective July 1, 2009: the annual uniform allowance will be increased to three hundred dollars (\$300.00). As an alternative to receipt reimbursement, employees may order uniforms direct from an agreed upon vendor who will bill the school. Delivery will be made to the employee's home address. Two uniforms must be purchased annually, and any balance of the allowance remaining may be used for additional uniforms or other work clothing.

Shorts purchased from a uniform supplier, with matching tops, will be allowed. No cut-offs or jeans will be allowed to be worn as shorts.

It will be the responsibility of all personnel to maintain and keep uniforms clean.

The uniform allowance may be spent on the following items: work shoes, heavy-duty rain gear, thermal or insulated underwear, winter work gloves, work socks, heavy winter jacket and hat, work belts, and work suspenders.

ARTICLE XVII – STRIKES

It is agreed by the parties that during the term of this Agreement, or any renewal thereof, there will be no strikes, stoppages, picketing, banners, or advertisements concerning any matter in dispute between the Committee and the Union or the employees.

ARTICLE XVIII – BULLETIN BOARDS AND UNION ACTIVITIES

The Committee will permit the Union to post notices of its meetings and other Union activities on bulletin boards in the various locations which have been agreed upon.

The Union has the right to confer with its members, providing the Union gives advance notice to the Superintendent/Director or his designee, and registers with the receptionist when conducting Union activities at the school, provided that it shall not interfere with or interrupt normal school operations.

ARTICLE XIX – SAFETY

The Committee shall continue to maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during the school day on the same basis as provided to students.

ARTICLE XX – LONGEVITY PAYMENTS

Effective July 1, 2009, longevity shall be paid as follows:

5 years	\$ 500
10 years	\$ 750
15 years	\$ 850
20 years	\$1350
25 years	\$1800
30 years	\$2000

All employees who have completed the above-referenced number of years of service will receive longevity payments annually.

ARTICLE XXI – FEDERAL AND STATE LAWS AND EXECUTIVE ORDERS

If any law, judicial order, administrative order, or ruling shall so restrict or affect performance of this Agreement or any Article or Articles thereof, in accordance with its terms as to make it either impossible of such performance, or in the judgment of the Committee unduly burdensome, then the Committee may, at its option, terminate the affected Article or Articles thereof, by written notice to the Union, and thereupon the Union and the Committee shall, in good faith, commence negotiations or a renewed Agreement or new Articles.

ARTICLE XXII – MISCELLANEOUS

Section A - Written notice of fourteen (14) calendar days shall be given to the District should the employee voluntarily leave his employ with the District.

Section B - Performance Evaluation

Members shall be evaluated annually, on or before April 15, using an agreed upon evaluation instrument. A member's continued employment is subject to satisfactory performance evaluations. A joint committee, comprised of an equal number of Union and Management representatives, shall be established to develop an evaluation instrument for recommendation to the respective Parties for adoption. Said negotiations will be completed by September 1, 2005 so that the new evaluation instrument and process can be implemented for the 2005-2006 school year.

No permanent employee shall suffer any adverse employment action without just cause.

ARTICLE XXIII – EMPLOYEE CERTIFICATIONS

The Union recognizes management's right to require employees to obtain certifications and/or licenses required for the job, as determined by the Superintendent-Director or his/her designee.

Members hired prior to July 1, 2001 shall not be terminated or otherwise disciplined due to their failure, as opposed to their refusal, to obtain required certifications or licenses. Successful achievement of such required certifications or licenses may be considered in promotion or transfer decisions.

ARTICLE XXIV – ESSENTIAL SERVICE REWARD DAY

In recognition that custodial and maintenance employees are considered essential personnel for purposes of snow days and other emergencies, said employees will be granted one (1) day off with pay each year, to be known as an "Essential Service Reward Day." In order to use an Essential Service Reward Day, a member shall give reasonable notice to the Director of Building and Grounds of the requested day off. Said request shall be granted unless due to staffing and departmental needs, the member's absence on the requested day would result in a burden to the department. Essential Service Reward Days may not be accrued or carried over from fiscal year to fiscal year.

ARTICLE XXV – UNION BUSINESS

- A. Release time will be allowed to Union officers of three (3) days per year for no more than one (1) employee at a time, for the purpose of attending training provided by SEIU. This time will be paid release time.
- B. Up to two (2) Union officers or representatives shall be granted time off from work with pay to attend grievance meetings or hearings that cannot otherwise be scheduled after work hours, provided they occur during the work day, or to investigate grievances of an emergency nature.

ARTICLE XXVI - DURATION

This Agreement shall be effective from July 1, 2008 until June 30, 2011, and from year to year thereafter, unless either party notices the other, in writing, no later than ninety (90) days prior to June 30, 2011 or of any subsequent year that it desires to modify, amend, or terminate this Agreement.

FOR THE UNION:

Scott Ahern
William T. Lynch

DATE

FOR THE SCHOOL COMMITTEE

For For 10/6/09

DATE

APPENDIX A

Maintenance & Custodial Salary Schedule

Effective July 1, 2008 – 2% Increase

	<u>Maintenance Supervisor</u>	<u>Maintenance Worker</u>	<u>Custodial Supervisor</u>	<u>Custodian</u>	<u>Security Booth</u>
Step 1	\$45,616.44	\$36,030.48	\$36,581.28	\$33,983.34	\$31,200.00
Step 2	\$47,309.64	\$37,440.12	\$38,063.34	\$35,406.24	\$32,448.00
Step 3	\$49,013.04	\$38,868.12	\$39,540.30	\$36,840.36	\$33,696.00
Step 4	\$50,712.36	\$40,282.86	\$41,022.36	\$38,254.08	\$34,944.00
Step 5	\$52,443.30	\$41,736.36	\$42,499.32	\$39,680.04	\$36,192.00
Step 6	\$53,075.00	\$43,139.88	\$43,959.96	\$41,093.76	\$37,440.00
Step 7	\$55,828.68	\$44,550.54	\$45,919.38	\$42,508.50	\$38,688.00
Step 8	\$57,482.10	\$45,983.64	\$46,854.72	\$43,942.62	\$39,936.00
Step 9	\$59,494.56	\$47,593.20	\$48,494.88	\$45,479.76	\$41,184.00

Effective January 1, 2009 – 1% Increase

	<u>Maintenance Supervisor</u>	<u>Maintenance Worker</u>	<u>Custodial Supervisor</u>	<u>Custodian</u>	<u>Security Booth</u>
Step 1	\$46,072.60	\$36,390.78	\$36,947.09	\$34,323.17	\$31,200.00
Step 2	\$47,782.74	\$37,814.52	\$38,443.97	\$35,760.30	\$32,448.00
Step 3	\$49,503.17	\$39,256.80	\$39,935.70	\$37,208.76	\$33,696.00
Step 4	\$51,219.48	\$40,685.69	\$41,432.58	\$38,636.62	\$34,944.00
Step 5	\$52,967.73	\$42,153.72	\$42,924.31	\$40,076.84	\$36,192.00
Step 6	\$53,605.75	\$43,571.28	\$44,399.56	\$41,504.70	\$37,440.00
Step 7	\$56,386.97	\$44,996.05	\$46,378.57	\$42,933.59	\$38,688.00
Step 8	\$58,056.92	\$46,443.48	\$47,323.27	\$44,382.05	\$39,936.00
Step 9	\$60,089.51	\$48,069.13	\$48,979.83	\$45,934.56	\$41,184.00

Effective July 1, 2009 – 3% Increase

	<u>Maintenance Supervisor</u>	<u>Maintenance Worker</u>	<u>Custodial Supervisor</u>	<u>Custodian</u>	<u>Security Booth</u>
Step 1	\$47,454.78	\$37,482.51	\$38,055.51	\$35,352.87	\$32,136.00
Step 2	\$49,216.22	\$38,948.96	\$39,597.29	\$36,833.11	\$33,421.44
Step 3	\$50,988.27	\$40,434.51	\$41,133.77	\$38,325.03	\$34,706.88
Step 4	\$52,756.07	\$41,906.26	\$42,675.56	\$39,795.72	\$35,992.32
Step 5	\$54,556.76	\$43,418.34	\$44,212.04	\$41,279.15	\$37,277.76
Step 6	\$55,213.92	\$44,878.42	\$45,731.55	\$42,749.84	\$38,563.20
Step 7	\$58,078.58	\$46,345.93	\$47,769.93	\$44,221.59	\$39,848.64
Step 8	\$59,798.63	\$47,836.78	\$48,742.97	\$45,713.51	\$41,134.08
Step 9	\$61,892.19	\$49,511.21	\$50,449.22	\$47,312.59	\$42,419.52

Maintenance & Custodial Salary Schedule

Effective July 1, 2010 – 3.5% Increase

	<u>Maintenance Supervisor</u>	<u>Maintenance Worker</u>	<u>Custodial Supervisor</u>	<u>Custodian</u>	<u>Security Booth</u>
Step 1	\$49,115.70	\$38,794.40	\$39,387.45	\$36,590.22	\$33,260.76
Step 2	\$50,938.79	\$40,312.17	\$40,983.20	\$38,122.27	\$34,591.19
Step 3	\$52,772.85	\$41,849.71	\$42,573.46	\$39,666.40	\$35,921.62
Step 4	\$54,602.53	\$43,372.98	\$44,169.21	\$41,188.57	\$37,252.05
Step 5	\$56,466.25	\$44,937.98	\$45,759.46	\$42,723.92	\$38,582.48
Step 6	\$57,146.41	\$46,449.16	\$47,332.15	\$44,246.08	\$39,912.91
Step 7	\$60,111.33	\$47,968.03	\$49,441.88	\$45,769.35	\$41,243.34
Step 8	\$61,891.58	\$49,511.07	\$50,448.97	\$47,313.48	\$42,573.77
Step 9	\$64,058.42	\$51,244.10	\$52,214.95	\$48,968.54	\$43,904.20

APPENDIX B

SUMMARY OF VACATION BUYBACK - FACILITIES

<u>Name</u>	<u>Hire/Anniv. Date</u>	<u>Vac. Days Available 6/30/2005</u>	<u>Less Maximum Carryover Days</u>	<u># Vacation Days Eligible for Buyback</u>	<u>Annual Base Salary @ 6/30/2005</u>	<u># Work Days</u>	<u>Per Diem Salary w/o Long.</u>	<u>Cost of Vacation Buyback</u>
Ahearn	12/9/96	19.5	15	4.5	39,999	260	153.84	692.29
Amann	10/3/00	5	15	-10		260		
Clancy	1/13/03	5	15	-10		260		
Cormier	9/7/99	8	15	-7		260		
Gearty	7/9/79	44	30	14	39,999	260	153.84	2,153.79
Martin	11/13/87	29	15	14	39,999	260	153.84	2,153.79
Marx	9/5/00	8.25	15	-6.75		260		
Mastropieiro	1/6/97	40.5	15	25.5	52,325	260	201.25	5,131.88
Metcalf	8/28/89	6	15	-9		260		
Murray	7/24/89	1.5	15	-13.5		260		
Rich	7/14/97	17	15	2	40,442	260	155.55	311.09
Shea	3/25/91	35	15	20	41,858	260	160.99	3,219.85
Swale, E	3/10/86	72.5	30	42.5	42,651	260	164.04	6,971.80
Swale, J	11/6/89	36	15	21	42,651	260	164.04	3,444.89
Yezukevicz	3/28/88	24	15	9	41,858	260	160.99	1,448.93
<i>Totals</i>		351.25						25,528.31

SECURITY BOOTH OPERATOR WAGE SCALE

	<u>2008 – 2009</u>	<u>2009 – 2010</u>	<u>2010 – 2011</u>
		3%	3.5%
STEP 1	\$31,200.00	\$32,136.00	\$33,260.76
STEP 2	\$32,448.00	\$33,421.44	\$34,591.19
STEP 3	\$33,696.00	\$34,706.88	\$35,921.62
STEP 4	\$34,944.00	\$35,992.32	\$37,252.05
STEP 5	\$36,192.00	\$37,277.76	\$38,582.48
STEP 6	\$37,440.00	\$38,563.20	\$39,912.91
STEP 7	\$38,688.00	\$39,848.64	\$41,243.34
STEP 8	\$39,936.00	\$41,134.08	\$42,573.77
STEP 9	\$41,184.00	\$42,419.52	\$43,904.20

APPENDIX C

**SIDE LETTER OF AGREEMENT
BETWEEN
THE BLUE HILLS REGIONAL VOCATIONAL SCHOOL
DISTRICT COMMITTEE
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
(BLUE HILLS CLERICAL UNIT)**

THIS SIDE LETTER OF AGREEMENT is entered into by and between the Blue Hills Regional Vocational School District Committee (hereinafter the "Committee") and Service Employees International Union, Local 888, Maintenance/Custodial employees (hereinafter the "Union").

WHEREAS, the Committee and the Union have entered into a Collective Bargaining Agreement for the period of July 1, 2008 through June 30, 2011, which provides for terms and conditions of employment, including hours of work; and,

WHEREAS, since that time the Committee and the Union have negotiated over and agreed upon a summer work schedule to be implemented on a trial basis;

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

1. Notwithstanding any contrary provisions of the parties' collective bargaining agreement, a summer work schedule consisting of four (4) days per week and ten (10) hours per day shall be implemented on a trial basis for the period of July 6 through August 28, 2009.
2. Management reserves its right to unilaterally return to the work schedule set forth in the collective bargaining agreement if it determines that the four-day work schedule is no longer in the best interest of the school district. The decision to revert to the contractual work schedule shall not be subject to a grievance under the parties' collective bargaining agreement nor is the employer under any duty to negotiate with the union regarding such reversion. The employer agrees to provide the Union with one week's notice of its intention to revert to the contractual schedule.
3. The summer work schedule shall be implemented as set forth on the document entitled "Four-Day Work Week Model" which is attached hereto as Appendix A and incorporated herein as if fully stated.
4. Sick and Vacation days earned under the collective bargaining agreement are earned on the basis of 8 hour days. As such, an employee taking a vacation day while on the four-day work week will be required to use 1 and ¼ vacation days per each ten (10) hour work day.

WHEREFORE, the Committee and the Union have caused this SIDE LETTER OF AGREEMENT to be executed by their duly-authorized representatives this 8th Day of May 2009.

**Blue Hills Regional Vocational
School District Committee**

SEIU, LOCAL 888, Clerical Staff

By: _____
Festus Joyce
Its Chair

By: _____
Scott Ahearn
Its Steward

By: _____
William Yesukezicz
Its Steward

APPENDIX A

4-DAY WORK WEEK MODEL

Week of July 6th to Week of August 24th (8 weeks)
Friday, July 3rd is the holiday for Saturday, July 4th

Schedules for each unit:

- 7:30 – 3:45 Secretarial (37.5 week – 32.5 week)
- 7:00 – 5:00 Administrative
- 6:00 – 4:00 Custodial – with paid lunch
- All days counted as 1.25
- Sick and vacation days may be used and counted as 1.25 days
- Summer School will be a four-day week
- Personal days may not be used as we do not support “partial” in all units
- Day maintenance individuals may swap a Monday for a Friday, as needed for special projects per the Director of Facilities

Only the pool and recreation area are in use for a full week:

- BHR sports
- YMCA camp
- Wellness Center
- Pool rentals