

Agreement

between

The Brewster School Committee

and



CTW-CLC

Brewster Custodians Chapter

July 1, 2008 – June 30, 2011

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AGREEMENT

This AGREEMENT between the Brewster School Committee, Barnstable County, Massachusetts, hereinafter referred to as the "Committee," and the Building Service Employees International Union, Local 888, Local Brewster Chapter, hereinafter referred to as the "UNION," shall become effective on the first day of July, 2008.

ARTICLE 1: 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 is to make clear the basic provisions upon which such relations depend. It is the intent of both the Committee and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent, as well as adjust, misunderstandings of grievances relating to employment. In seeking to achieve these goals, the parties to this Agreement acknowledge that the Committee has and must retain complete authority over the policies and administration of the Brewster schools which it exercises under law, except as expressly modified by a specific provision of the Agreement.

ARTICLE 2: RECOGNITION

1. The Committee recognizes the Union as the exclusive collective bargaining agency for all regular full-time custodial and maintenance employees. It does not include head custodians, assistant head custodians, student employees, or employees assigned to sponsored projects.
2. The Agreement is a complete agreement between the two parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only.
3. All matters not dealt with herein shall be treated as having been brought up and disposed of, and the Committee shall be under no obligation to discuss with the Union any modification or additions of this Agreement which is to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized parties in the collective bargaining process.
4. All rules and regulations of the Committee dealing with the custodial and maintenance staff, which are not in direct conflict with any specific provision of this Agreement, shall be observed by the members of the custodial and maintenance staff.

ARTICLE 3: NEGOTIATIONS PROCEDURE

1. Not later than January 1st of the calendar year in which this Agreement expires, the

Committee and the Union agree to enter into negotiations for a successor agreement.

2. Any agreement reached by the parties shall be reduced to writing and be signed by the Committee and the Union.

ARTICLE 4: EQUAL OPPORTUNITY

1. There shall be no discrimination, interference, restraint, or coercion by the Committee, or by the Union, or their respective agents, against any employee because of membership or non-membership in the Union.
2. 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 origin, sex or age, the parties hereby agree to incorporate these obligations as part of this Agreement.

ARTICLE 5: DUES DEDUCTION

1. The Committee agrees, that in accordance with the provisions of Chapter 180, Section 17, it will deduct membership dues from the wages of any employee in the Union who has voluntarily submitted a written authorization.
2. The dues shall be deducted from each paycheck except when there are three paychecks for one month, in which case no deductions shall be made from the third paycheck of the month.
3. The amount so deducted shall be remitted to the Union in accordance with such authorization, provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Committee may cease making such deductions at any time upon behalf of an employee upon the receipt by the Superintendent of Schools of a revocation of the authorization from the employee.
4. The Committee shall incur no liability for loss of dues monies after depositing same properly addressed as directed to the union in the United States mail.
5. The Union shall indemnify and save the Committee harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this section.
6. Agency Fee – in accordance with Chapter 1078 of the Acts of 1973 (M.G.L. c. 150E s.12), all employees in the bargaining unit who are not members of the Union in good standing and who have been employed for thirty (30) days or more, shall pay to the Union, as a condition of employment, an agency service fee to defray the costs of collective bargaining and

contract administration. All employees who have been employed for thirty (30) days or more shall be required to pay the agency fee as a condition of employment provided such employee(s) choose(s) not to become a member(s) of the Union. The amount of the agency fee shall be an amount equal to the current costs of collective bargaining and contract administration, not to exceed period Union dues. The agency fee may be deducted from employees and transmitted to the Union in the same manner as Union dues. The Union agrees to indemnify and defend the employer for any financial liability which the employer may incur in complying with this article.

ARTICLE 6: RIGHTS OF THE COMMITTEE

1. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of Brewster in the Committee for the quality of education in, and the efficient and economical operation of the Brewster School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law in managing the Brewster School System and directing the working force and may exercise the same.
2. Said rights and powers include but are in no way to be construed as limited to, the establishment of rules and regulations; the rights to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, demote, assign, transfer permanent or temporarily; to determine hours for the number of employees required at any location; to determine the qualifications and competence of; to evaluate the performance of; to assign any added, lessened, or differed work or responsibility to; to set standards and requirements applicable to; to make any pay deductions because of absence or failure to perform work by; and to introduce new or to change existing operational methods.
3. The above rights are reserved exclusively and solely as prerogatives of the Committee subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE 7: UNION ACTIVITY ON SCHOOL PROPERTY

1. The Union will be permitted to conduct reasonable Union business on school property.
2. The Committee, through the Superintendent of Schools, shall designate a space in each school where the Union may erect a bulletin board no larger than 3 feet by 4 feet. The purpose of this bulletin board will be for posting of notices by the Union.

ARTICLE 8: PROBATIONARY PERIOD

Employees newly hired into the school district shall be probationary employees for nine (9)

months during which time the employee may be discharged without recourse to the grievance procedure of the contract. Probationary employees shall receive at least one written evaluation within the first six (6) months from their first day of work, and this evaluation shall be in addition to the annual evaluation.

ARTICLE 9: WORK WEEK AND WORKING HOURS

1. The normal workweek for all full-time custodians shall consist of five (5) consecutive days of eight (8) hours each day, followed by two (2) consecutive days off.
2. The regular working hours shall be forty (40) hours per work week. The employee may be assigned to any shift of hours designated and determined by the Administration. Each employee shall receive two (2) 10-minute breaks during the work day.
3. Overtime pay of time and one-half the regular employee's rate shall be paid for
 - a. Any hours worked in excess of forty (40) hours per work week.
 - b. Any hours worked in excess of eight (8) hours per work day.
 - c. Any hours worked on Saturday or Sunday if the employee did not have two (2) consecutive days off during the work week, not counting sick leave. Hours worked on Sunday will be paid at double time of the regular rate.
 - d. Overtime shall be equally and impartially distributed among personnel in each building. Volunteers within a particular building shall be selected for overtime work. When no qualified volunteer is available within the building, the assignment may be made without regard to seniority at the discretion of the building principal, Superintendent, or his designee. Overtime assignments will be made by rotating seniority lists for qualified employees. Acceptance of an overtime assignment shall move the most senior person to the bottom of the seniority list for overtime acceptance purposes. An overtime refusal will be treated as an assignment worked for distribution purposes. If employees refuse assignments so that there are insufficient acceptances to do the work, overtime will be assigned in the order of reverse seniority. Such assignment will move the person assigned to the top of the seniority list for such non-voluntary assignments.
4. There shall be no paid minimum number of hours, which an employee must be paid for if assigned to a regular extra assignment of work. However, if an employee is called to duty because of an emergency, that employee shall be guaranteed a fat flee of \$50 dollars or time and one-half of his or her regular rate of pay, whichever is greater for the first two hours or less, and time and one-half for any additional time required.
5. An employee shall be allowed thirty (30) minutes for lunch, which shall not be part of the working hours. If an employee is requested by his/her supervisor to work during his/her lunch period, he/she will be paid time and one-half for that period of work. This period is

intended as a break in the employee's routine, and shall not be used at the beginning or conclusion of the shift to shorten the period of time without the permission of the supervisor.

6. No personnel covered under this Agreement shall leave the school premises during working hours without the express permission of the Principal or the Head Custodian; however, nothing in this section shall prevent employees from leaving school premises during the time of their thirty (30) minute non-paid lunch period.
7. In cases where school session is cancelled or abbreviated due to an emergency as determined by the Superintendent of Schools or his designee, custodial and maintenance personnel shall report for work at the regular hour unless notified by the Head Custodian to do otherwise. Employees who are ordered not to report to work during such emergency shall be paid in full for said day(s).
8. The regular work week will not be altered until the Union is notified, and any change in working hours will be made in accordance with seniority.
9. All employees are entitled to work the day shift from 7:00 a.m. to 3:30 p.m. on the day before Thanksgiving, and the day before New Year's, as well as any other time when school is not in session and union members are required to work. This change shall be at the member's election.

ARTICLE 10: TIME CLOCKS

All work time including regular, overtime, weekend, and/or holiday must be logged on the time clock. Time cards will be the basis for computing weekly wages. Each employee is personally responsible to punch in at the beginning of the work day and punch out personally at the end of the shift. Any employee found to punch in or out the time card for any other employee, both the individual involved and the employee whose card was punched will be grounds for disciplinary action, up to and including dismissal. In the event the time machine malfunctions or becomes inoperative, the employee shall have his/her time card authorized by a supervisor or the building principal.

ARTICLE 11: ABSENTEEISM AND TARDINESS

The School Committee expects employees to be at work on time, and to work a full schedule. An employee who will be absent from work for any reason must call his/her Supervisor as soon in the day as possible, but at least one hour before the start of that day. Repeated absenteeism and/or tardiness may lead to disciplinary action up to and including termination.

ARTICLE 12: EVALUATION OF PERFORMANCE

1. During the first two (2) years of employment, employees shall be reviewed prior to 90

calendar days of employment, and then evaluated once annually prior to June 15th of each year with a written copy to the employee. After two (2) years' employment, the employee will be evaluated every other year by June 15th and more frequently if it is deemed by the supervisor to be in the best interest of the school district.

2. All evaluations shall be completed in accordance with the provisions of School Committee Policy #4217, Evaluation of Personnel, as follows: The School Committees of the Nauset Schools recognize and endorse the concept of evaluation for all employees. Evaluation is viewed as the act of periodically summarizing the overall performance of an employee. All evaluations shall be written and shall be signed or initialed by both the supervisor and the employee. The employee will be allowed to write a response to the evaluation, if desired. The employee shall receive a copy of each evaluation and a copy, along with the employee's response, shall be forwarded to the Superintendent of Schools for review and placement in the employee's personnel file. Evaluations shall be written in a fair and ethical manner, shall be as objective as possible, and shall assess overall effectiveness and competence. All written evaluations shall be on forms prescribed by the Superintendent of Schools.

ARTICLE 13: UNACCEPTABLE JOB PERFORMANCE/DISCIPLINARY ACTION

1. The Supervisor or Principal will first advise an employee verbally if he/she is not performing to the acceptable standards.
2. If satisfactory improvements are not exhibited after a verbal warning, a written warning may be given the employee for review and action.
3. If the employee's performance does not improve to an acceptable level after a written warning or where, in the discretion of the Principal preliminary warnings are not warranted, further action will be taken up to and including termination.
4. If an employee's action is so unacceptable as to constitute insubordination, incompetence, or other just cause, disciplinary action may be taken without verbal or written warnings, as described above.
5. The Committee adheres to the principles of progressive discipline.

ARTICLE 14: VACANCIES AND TRANSFERS

1. The term "vacancy" shall mean an opening caused by promotion, death, pension, disability, resignation, discharge, the replacement of a building, the erecting of a new building, or an increase in manpower in a building or in the staff.
 - a. When a vacancy occurs, and it is to be filled, notification of the position shall be posted in the Brewster Schools for not less than one (1) week. This notice shall indicate the name of the school and the class of the custodian which the position requires.

- b. Members of the bargaining unit wishing to be considered for the position shall make written applications to the Building Principal within three (3) working days of the vacancy being posted.
- c. An employee's years of service shall not be changed because of a change in location or position within the system.
- d. Wherever possible, when a school building is replaced by one or more new structures, the employees of a replaced building shall be transferred to the new school.
- e. Assignment to a building is not permanent. Temporary transfers from one building to another may be authorized by the Principal; however, permanent transfers may only be authorized by the Superintendent or his/her designee.

2. In filling vacancies within the unit, due consideration shall be given to the requests of custodial workers and maintenance men/women and their length of service within the school system for transfers to newly created or open positions. It is recognized, however, that the final decision as to whether an individual will be so transferred must rest with the Superintendent of Schools.
3. A successful applicant shall not be able to bid for another position for six (6) months from the time he/she begins work at his/her new position. Following a transfer, the successful applicant shall be given a three (3) month trial and training period in the new position at the applicable rate of pay. If at or before the end of the three (3) month trial and training period, it is determined by the building principal that the employee is not qualified to perform the work, or if the employee requests, he/she shall be returned to his/her former position and rate of pay.

ARTICLE 15: HOLIDAYS

The following shall be recognized as holidays for all fulltime custodial and maintenance employees:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Day before Christmas*
Washington's Birthday	Columbus Day	(*If school is not in session)
Patriots' Day	Veterans' Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve

and any other day that may be declared a holiday by the Brewster School Committee.

1. A holiday shall not count as part of an employee's vacation.
2. Holiday Pay – If a full-time employee is not required to work on a recognized holiday,

he/she will receive holiday pay, defined as a regular day's pay computed at eight (8) hours times straight time rate, provided he/she is paid for the working day prior to and the working day after the holiday. If a holiday falls on a Saturday, it will normally be celebrated on the Friday preceding; if a holiday falls on a Sunday, it will be normally be celebrated on the Monday following; except in such cases when the Commonwealth of Massachusetts prescribes different days for celebrating such holidays.

3. If a full-time employee is required to work on a recognized holiday, he/she will be paid at the rate of time and one-half for each hour worked in addition to either holiday pay, or a compensatory day off in lieu of holiday pay.

ARTICLE 16: VACATIONS

1. Vacation time shall be credited to 12 month, full-time employees annually on July 1st, on the following basis:
 - a. Ten (10) days per year for employees who have completed more than one (1), but fewer than five (5) years' creditable service.
 - b. Fifteen (15) days per year for employees who have completed five (5) years' creditable service.
 - c. Twenty (20) days per year for employees who have completed ten (10) years' creditable service.
 - d. Twenty-five (25) days per year for employees who have completed fifteen (15) years' creditable service.
2. Employees who begin service between July 1st and June 30th will be credited with a pro-rata portion of ten (10) days' vacation on their first July 1st of employment. Five (5) days of this entitlement may be taken after six (6) months' service.
3. Upon termination, any employee who has vacation credit due shall be compensated for said vacation time at his or her regular rate of pay. Employees leaving during a given work year shall have vacation time pro-rated according to the percentage of final year work, based on date of hiring. No partial credit will be given until after one full year of work.
4. Vacation days shall be scheduled in advance of the days requested with the Head Custodian and approved by the Head Custodian and Building Principal. Vacations shall be primarily taken during the summer recess of school. Vacations may be taken during the school year if specifically approved by the Head Custodian and Building Principal of the school, in advance.
5. No vacation days may be carried over beyond June 30th annually, without the express consent of the Superintendent of the Schools or his/her designee, to whom the employee

must apply, in writing, in advance.

6. Part-time employees (those scheduled to be paid for 202 days per year) who subsequently become full-time employees, shall receive vacation credit at a rate of one-half year vacation credit for each 202-day year worked. No vacation credit will apply for years of service that were less than 202 days.
7. No more than ten (10) consecutive days will be taken without permission of the Principal.

ARTICLE 17: SICK LEAVE

Any employee covered by this Agreement shall be granted sick days off with no loss of pay as follows:

- a. Sick days are for the illness of the employee himself or herself.
- b. Employees shall be entitled to up to fifteen (15) days of paid sick leave per normal work year.
- c. An employee absent for three (3) consecutive days or more may be required by the administration to submit a physician's report.
- d. A physician's certificate of fitness may be required before a matron/custodian returns to his/her position.
- e. All unused sick leave days may be accumulated to a total cumulative limit of 180 days.
- f. If sick leave abuse suspected by the Head Custodian or the Building Principal, a letter will be sent to the employee informing him/her of this and the letter will become part of his/her permanent record.
- g. Employees hired at a time other than the normal starting date of the work year will receive sick leave benefits pro-rated according to the percentage of year worked. Any fraction of a day will be rounded off to the nearest whole day, with .5 considered a rounding off upward.
- h. Sick leave benefits shall be used as severance pay upon termination after fifteen (15) years of service in the Brewster School Department at a rate of ten dollars (\$10) per day for all unused sick days in excess of one hundred (100) days, except that no employee will be eligible for any payment of unused sick days if the employee is involuntarily terminated due to Reduction in Force or discharged.
- i. During each contract year, if a custodian does not use any sick leave, that custodian will be rewarded with a bonus in the amount of three hundred dollars (\$300). If a custodian uses only one (1) day of sick leave during the contract year, the custodian will be

rewarded with a bonus in the amount of two hundred dollars (\$200).

ARTICLE 18: FAMILY ILLNESS

Leave may be granted for serious emergency illness requiring attention by the employee when the spouse, child, or parent of either employees or his/her spouse or a relative living in the immediate household is seriously ill. This should not require longer than twenty-four (24) hours, but in no case longer than forty-eight (48) hours. Any paid leave granted under this section will be deducted from the employee's accumulated sick leave and, in cases where an employee has no accumulated sick leave, this leave, if granted, shall be without pay. This leave may be used once in any two-week period, and a second time within thirty (30) days with the Superintendent's permission, and only after personal days have been used.

ARTICLE 19: PERSONAL DAYS

Any employee covered by this Agreement shall be granted personal days off with no loss of pay as follows:

- a. Personal days shall be for tending to some personal business which cannot be tended to outside of working hours.
- b. Personal days shall be applied for in advance to the Principal.
- c. Two (2) personal days shall be allowed per normal work year and must be taken in either full day or half-day increments.
- d. Personal days are not to be used to extend vacations. Personal days shall not be allowed on the day immediately before or immediately after a day off, including Saturdays or Sundays, a holiday or vacation, except in an emergency.
- e. Employees hired at a time other than the normal starting date of the work year will receive personal leave benefits pro-rated according to the percentage of year worked. Any fraction of a day will be rounded off to the nearest whole day, with .5 considered a rounding off upward.

ARTICLE 20: LEAVES OF ABSENCE

1. An employee covered by this Agreement may apply for a miscellaneous leave of absence as follows:
 - a. For a miscellaneous leave without pay, apply to the Superintendent of Schools.
 - b. For a miscellaneous leave with pay, apply to the School Committee, through the

Superintendent of Schools.

2. It should be understood that an employee's primary responsibility is to honor his/her contract of employment and, hence, requests for miscellaneous leave should be made only when extenuating circumstances of an emergency exist.

ARTICLE 21: MATERNITY LEAVE

Maternity leave shall be granted in compliance with Massachusetts General Laws, Chapter 149, Section 105D. The period of disability will be determined by written doctor's certification, and limited to the period of time the employee was disabled and unable to work. The parties agree to abide by the decisions of the United States Supreme Court interpreting the Constitution and federal laws and regulations established under such leave regarding usage of sick leave for maternity.

ARTICLE 22: FAMILY & MEDICAL LEAVE/SMALL NECESSITIES LEAVE

Up to twelve (12) weeks of leave may be granted to eligible employees for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act (FMLA) of 1993, and the Nauset Public Schools' policy and procedures. Up to twenty-four (24) hours of leave may be granted to eligible employees for purposes in accordance with the Small Necessities Leave Act and the Nauset Public Schools' policy and procedures. FMLA leave and Small Necessities Leave may be utilized concurrently, and there shall be no additional leave if either is utilized. The benefit period for these leaves shall be a rolling one-year period that begins with individual's first use of such leave and runs for twelve (12) months thereafter. Employees may retain personal leave, and up to one (1) week of vacation from any required exhaustion of benefits prior to going on unpaid leave.

ARTICLE 23: FUNERAL LEAVE

Funeral leave of up to four (4) days shall be granted to employees in the event of a death in the immediate family including spouse, domestic partner (a Relationship of at least six months' duration), parents, or children; up to three (3) days in the case of sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandchildren, but not for uncle, aunt, niece, or nephew unless said relative is a member of the immediate household. Up to five (5) days may be granted in cases where the employee is designated as Executor, or the funeral is over four hundred (400) miles from the employee's place of employment.

ARTICLE 24: JURY DUTY

1. An employee called to jury duty or as a subpoenaed witness shall receive his/her regular pay, but he/she shall submit to the Treasurer of the Town of Brewster the stipend paid to him/her

for the jury duty or duty as a subpoenaed witness, excluding any travel stipend.

2. In court cases where the employee is subpoenaed and is a party to the court case, the employer shall not pay for work time missed, and any stipend received by the employee may be retained by the employee.

ARTICLE 25: PHYSICAL EXAMINATION

1. The Committee reserves the right to require a candidate for employment to have a physical examination by a physician approved by the Superintendent to determine the candidate's physical fitness to work in schools and to perform the duties of the position, or to determine any physical condition or limitation that would or could affect his/her welfare or the welfare of others at his/her place of employment.
2. If a situation or condition develops that might have an adverse effect upon the employee's welfare, or the welfare of others, or the satisfactory performance of the employee's duties, the Superintendent shall require the employee to submit to a physical examination at school district expense by a physician approved by the Superintendent for such purpose. The physician shall certify as to the employee's fitness to perform his/her duties, or if unable to handle his/her present duties, the type of work that the employee could satisfactorily perform.
3. If an employee becomes physically unable to perform an assigned job and must be relieved from duty, he/she shall be given first consideration for any other job or position opening within the school system, providing that he/she is fully qualified and physically capable to fill the position.

ARTICLE 26: HEALTH AND LIFE INSURANCE

The Committee will pay a percentage of the cost of the following types of insurance coverage within the state insurance laws. These laws do not permit membership in employees' group insurance of individuals who work fewer than twenty (20) hours per week:

1. A term life insurance plan of ten thousand dollars (\$10,000). (The Town will pay 75% of the cost).
2. An individual or family health insurance plan as offered in 2004-2005, or better. (The Town will pay 75%).
3. Other insurance plans as approved by the Town and made available to eligible employees.

ARTICLE 27: CLOTHING ALLOWANCE

A clothing allowance in the amount of three hundred dollars (\$300) shall be paid to each full-time employee annually on the first of September. The Brewster School Department will provide uniform shirts, in addition to the existing clothing allowance.

ARTICLE 28: SENIORITY

The Committee recognizes the principle of seniority for employees covered by this Agreement, and when qualifications such as ability, training and skill, and other relevant qualities are considered equal by the Committee, seniority will apply in cases of layoffs, rehiring, transfers, and promotions to the employee having the longest applicable service. The Committee agrees, through the Superintendent of Schools, to compile and keep current a Brewster School Department seniority list.

ARTICLE 29: RESIGNATION AND LAYOFF

1. No resignation will normally be accepted by the Superintendent of Schools, and no layoff will be affected without fifteen (15) calendar days' written notice.
2. Waiver of the termination notice required in Section 1 above will be granted only when both the employer and employee agree to such waiver.

ARTICLE 30: UNION REPRESENTATIVES

A written list of Union Stewards and other representatives shall be furnished to the Superintendent and to the Building Principals immediately after their designation, and then annually, on or before September 1st, and Local 888 shall notify the employer of any changes that occur at other times.

ARTICLE 31: SAFETY COMMITTEE

There shall be a Safety Committee in each building comprised of at least one (1) representative from each building of the Union, and at least one representative of the school district. This Committee shall meet on a quarterly basis to review safety practices. A report shall be forwarded to the building principal with a copy to the Business Manager.

ARTICLE 32: GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievance is hereby defined as a dispute involving a violation of this contract.
2. A grievance may be presented formally in writing within ten (10) days of the time of the

occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below:

STEP 1 – The employee shall present, in writing, his/her grievance to the Head Custodian. The Head Custodian shall return a written reply to the employee within three (3) days, not including any Saturday, Sunday, or holiday. In presenting his/her written grievance, the employee shall discuss the grievance in person with the Head Custodian in order to seek a quick solution to the problem. The employee may be accompanied by a representative of the Union.

STEP 2 – If the grievance is not settled to the satisfaction of the employee, within three (3) days after the date of the Head Custodian's official reply, the employee may appeal his/her grievance to the Building Principal, or designee. He/she shall do this by sending a written request to the Building Principal for a hearing. The Principal shall hold such hearings within five (5) days, not including any Saturday, Sunday, or holiday, after the date of the employee's written request. The employee may be accompanied by a representative of the Union, and the Principal, or designee, may call any pertinent witnesses to the hearing for testimony. The Principal, or designee, shall return a written reply to the employee within three (3) days, not including any Saturday, Sunday, or holiday, after the date of the hearing.

STEP 3 – If the grievance is not settled to the satisfaction, within three (3) days after the date of the Principal's reply, the employee may appeal his/her grievance to the Superintendent of Schools, or designee. He/she shall do this by sending a written request to the Superintendent for a hearing. The Superintendent shall hold such a hearing within five (5) days, not including Saturday, Sunday, or holiday, after the date of the employee's written request. The employee may be accompanied by a representative of the Union, and the Superintendent, or designee, may call any pertinent witnesses to the hearing for testimony. The Superintendent, or designee, shall return a written reply to the employee within three (3) days, not including any Saturday, Sunday, or holiday, after the date of the hearing.

STEP 4 – If the grievance is not settled to the satisfaction of the employee, within three (3) days after the date of the Superintendent's reply, the employee may appeal his/her grievance to the School Committee. He/she shall do this by sending a written request to the School committee, via the Superintendent of Schools, for a hearing. The School Committee shall hold such hearing within fourteen (14) days after the date of the employee's written request, such hearing being in executive session as part of a regular meeting night, or in executive session at a special meeting at the discretion of the School Committee. The employee may be accompanied by a representative of the Union, and the School Committee may call any pertinent witnesses to the hearing for testimony. The School Committee shall respond in writing to the employee within five (5) days after the date of the hearing. Matters pertaining to hiring, promotion, firing, disciplining, dismissal, or assigning of custodians shall bypass Step 4 and go to Step 5.

STEP 5 – If the grievance is not settled to the satisfaction of the employee, within five (5) days after the date the School Committee's reply, the Union may appeal the grievance to arbitration provided by the American Arbitration Association (AAA). The processing of the

grievance by the AAA shall be according to their normal procedure. The decision of the arbitrator shall be final. The cost of all expenses of arbitration shall be shared equally by the Union and by the Brewster School Committee.

3. It is agreed that an arbitrator's decision may not add or subtract from the rights and remedies provided by any applicable law, or to make arbitration a question which is covered under the law. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

The parties are agreed that no restrictions are intended on the rights and powers of the School Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during arbitration proceedings.

4. Failure of the employee to appeal the decision within the time specified will mean that the grievance shall be considered settled satisfactorily on the basis of the decision last made and shall not be eligible for future appeal.
5. Failure of management to reply to a grievance within the time specified shall mean that the appeal may be taken to the next step.
6. The time limitations mentioned in No. 4 and No. 5 above may be waived by mutual agreement of the parties.

ARTICLE 33: STRIKES AND LOCKOUTS

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

ARTICLE 34: DURATION

This Agreement will become effective on July 1, 2008 and will continue in full force and effect until June 30, 2011. Thereafter, it shall be renewed automatically unless either party gives notice to the other of its desire to terminate the Agreement. Negotiations for a successor Agreement between the parties shall commence no later than January 1, 2011.

ARTICLE 35: CUSTODIANS WAGE SCHEDULE

STEP	2008-2009	2009-2010	2010-2011
1	13.43	13.83	14.25
2	13.98	14.40	14.83

3	14.51	14.95	15.40
4	15.10	15.55	16.02
5	15.71	16.18	16.66
6	16.33	16.82	17.32
7	16.91	17.42	17.94
8	17.58	18.11	18.65
9	18.12	18.66	19.22
	Increase 3%	Increase 3%	Increase 3%

1. Advancement on the Wage Schedule, from one step to the next, shall be on July 1 annually, and is contingent upon satisfactory performance, as determined by the Building Principal, providing he/she has been employed for at least six (6) months prior to July 1.
2. The wage schedule shall be increased 3% each year of the Agreement. A Step 9 will be added July 1, 2007. On July 1, 2005, all employees will advance 2 steps on the wage scale should they be otherwise eligible in accordance with Section 1.
3. Newly hired employees will begin at Step 1, except that up to two (2) steps' credit may be given for comparable prior experience as determined exclusively by the Superintendent or his designee.

ARTICLE 36: LONGEVITY

Effective July 1, 2008, full-time employees covered by this contract shall be eligible for annual longevity payments according to the following schedule:

After 10 years of service:	\$600 annually
After 15 years of service:	\$800 annually
After 20 years of service:	\$900 annually
After 25 years of service:	\$1,000 annually

ARTICLE 37: UNION RELEASE TIME

Union release time of two (2) days per year will be granted without loss of benefits or pay.

ARTICLE 38: COPE

The School Committee agrees to forward any COPE fund payments elected by an employee to the Union.

In witness whereof, we have hereunto set our hands in seal the 1 day of Sepr. 2008.

SEIU Union Local 888

Paula A. Westfall

Brewster School Committee

Timothy B. Malone

APPENDIX A: SIDE AGREEMENT

Brewster Elementary Schools' administration retains the right to assign overtime for weather-related reasons; plant-related issues (e.g., equipment failure); and comparable situations pertinent to the operation of the school. Overtime may also be required for such intermittent activities as Town Meetings, Parents Group activities, and similar official or quasi-official town functions. For extraordinary activities, either in frequency or duration, specifically including recreation-sponsored events on weekends, the Committee will make every reasonable effort to hire part-time staff to cover such activities. Activities lasting more than eight (8) hours will be approved only after appropriate custodial coverage has been secured. The administration retains the right to assign backup coverage on a rotating basis, acknowledging the individual's right to exchange assignments with other willing staff.