

# Agreement

between

Harwich School Committee

and

**LOCAL 888**  
  
**SEIU**  
Stronger Together

CTW-CLC

Custodial/Maintenance Employees

July 1, 2007 – June 30, 2010

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## ARTICLE 1 – RECOGNITION

The Committee recognizes Services Employees International Union, Local 888, CTW-CLC, as the exclusive bargaining agent for all positions for whom the Union was certified by the Massachusetts State Labor Relations Commission under Case MCR-1333 dated May 21, 1974, to include custodians, matron(s), and maintenance personnel.

## ARTICLE 2 – NONDISCRIMINATION

Neither the Committee nor the Union shall discriminate against any employee on the basis of race, creed, color, religion, sex, national origin, marital status, age, membership or non-membership in the Union.

## ARTICLE 3 -- PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE FEES

Section 1 - 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 authorizes it, all Union dues and agency service fees which are owed to the Union.

Section 2 - The Committee assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Committee harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Committee hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3 - The Union shall furnish the Committee with a list of employees who are members in good standing as of the date of this Agreement including the annual dues charged 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.

Section 4 - The Committee shall require, as a condition of employment during the term of this Agreement that employees who are not members of the Union pay a service fee to the Union. This amount will be noted in a letter sent directly to the School Business Office. Payment of this service fee must be made within thirty (30) days after an employee begins employment or after the effective date of this Agreement, whichever is later.

Section 5 – The Employer agrees to honor and to transmit to the Union contribution deductions to the Service Employees International Union, Local 888, COPE (Committee On Political Education) from employees who are Union members and who sign deduction authorization

cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

## **ARTICLE 4 – RIGHTS AND RESPONSIBILITY**

Section 1 - The Committee is a public body established under and with powers provided by 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 or any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all of the powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made subject of a grievance proceeding hereunder. Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage, and control public schools and education activities and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee. These rights whether exercised or not, include without being limited to, all the rights and powers given to the Committee by law, the right to select, employ, assign, transfer, direct the work of, and to discipline, suspend, or dismiss cafeteria employees. The failure by the Committee to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. The exercise by the committee of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article 5.

Section 2 - The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties. No change or modifications of the Agreement shall be binding on either the Union or the Committee unless reduced to writing as executed by the respective duly authorized representative.

Section 3 - No employee shall engage in any strike, work stoppage or slowdown, or withholding of services, nor shall the Union induce, encourage, or condone any such action during the term of this Agreement. The School Committee shall not lockout employees during the term of this Agreement.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

Section 1 - 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 or without the aggrieved employee, shall submit the grievance in writing to the Building Principal 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 five (5) working days after its submission to the Building Principal, it shall be submitted to the Superintendent in writing within five (5) working days after the response of the Superintendent's designee is due.

Step 3 - If the grievance has not been resolved by the Superintendent within seven (7) working days after its submission, it shall be submitted in writing to the School Committee within an additional three (3) working days. The School Committee will hear the grievance at its next regularly scheduled meeting and shall answer the grievance within ten (10) working days after it is heard.

Step 4 - In the event that the grievance is not satisfactorily resolved by the School Committee, the Union, and only the Union, may submit the grievance to arbitration within twenty (20) working 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.

Section 2 - 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 or which modifies or abridges the management rights and prerogatives of the School Committee. Costs of the arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the School Committee and the Union.

Section 3 - A grievance involving the discharge of a permanent employee may be initiated at Step 3 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 6 – DISCIPLINE AND DISCHARGE**

Section 1 - A permanent, full-time employee covered by this Agreement, with more than twelve (12) months of continuous active service, shall not be discharged except for just cause. However, this period may be extended by mutual agreement. It is understood that "just cause" shall include, but not be limited to, cases where periodic evaluations of a permanent employee's work show that he/she is not performing his/her job in a manner which the School Committee deems to be in the best interests of the Town.

Section 2 - Any dispute concerning an employee who is disciplined or discharged and who has not completed a twelve (12) month probationary period shall not be a subject of grievance or arbitration. However, this probationary period may be extended by mutual agreement.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

Section 1 - (a) All full-time employees covered by this Agreement shall work a regular work year of fifty-two (52) weeks, a regular work week of forty (40) hours, and a regular work day of eight (8) hours. The regular work week shall be Monday through Friday with two (2) consecutive days off. Employees shall be regularly scheduled to work during school vacations which fall during the school year.

(b) The School Committee reserves the right to place two (2) custodians on a Tuesday to Saturday workweek. The Tuesday to Saturday positions shall be posted in accordance with Article 20 and if not filled, then only filled with custodians hired after July 1, 2004. The Tuesday to Saturday work week shall consist of an evening shift for Tuesday to Friday and a morning shift for Saturday but otherwise in accordance with paragraph (a). Said custodians shall be assigned to a specific school under customary procedures and shall be paid the night differential for the entire scheduled workweek. When an athletic or intramural event occurs on Saturday in a building to which the custodian is assigned, an additional custodian will be assigned under customary overtime procedures. It is agreed that additional custodians will be provided for outside functions.

(c) Each full-time employee shall be provided a one-half hour paid meal period as part of the regularly scheduled work day, said meal period to be scheduled as close to the middle of the work shift as possible. Employees shall remain on-call during their meal period and shall take their meal period at the work site. All employees' work schedules shall provide for a ten (10) minute rest period during each shift, said rest period to be taken as close to the middle of the first half of the shift as possible.

Section 2 - Each employee shall be scheduled to work a shift with regular starting and quitting times. Whenever possible, a notice of two (2) weeks will be given to employees of any contemplated changes of work week and hours of work. Subject to the foregoing and after discussion with the Union, the Committee reserves the right to make changes in existing work shifts as the needs of the Town require. The Harwich Public Schools will institute a policy requiring Employees to submit signed weekly time sheets verifying hours worked and daily starting and quitting times.

Section 3 - All work performed in excess of eight (8) hours in the work day shall be compensated at the rate of time and one-half the regular rate of pay. Overtime paid beyond 40 hours, 5 days worked will be exclusive of vacation time so long as the overtime to be filled is not mandatory. Where an insufficient number of employees volunteer for overtime work, the Committee may require employees to perform reasonable amounts of overtime as the needs of the Town require.

Overtime work shall be distributed fairly and equitably within each school building among all employees qualified to perform said work. The Superintendent of Schools (or designee) shall have the right to require reasonable overtime from the custodial and maintenance staff. This right shall not be applied in an arbitrary and capricious manner. The Superintendent (or designee) shall establish an overtime roster for each building from which overtime will be assigned in a fair and equitable manner. The Principal or designee of each building will record accepted and declined overtime and will inform the Building Principal of the status of the rotation. The Maintenance staff will be included in each building's overtime roster and shall be offered overtime only after refusal from all other custodians assigned to that building. It is agreed that failure to respond to an overtime offer within 24-hours is considered the same as a refusal. Additionally, both parties agree that emergencies will occur that may require immediate acceptance or refusal of overtime. If a required overtime slot is not filled by a volunteer, the Superintendent (or designee) will assign the overtime in reverse order of seniority, using the same building overtime roster.

Section 4 - An employee shall be paid a minimum of three (3) hours pay at the rate of time and one-half (1 1/2) for emergency "call-ins." Alarm calls are considered emergency "call-ins" and overtime to be distributed in accordance with Section 3 of this Article or other fair and equitable manner.

A "call-in" used herein means 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.

Section 5 - An employee who begins a work shift at or after 2:00 p.m. shall receive a differential of \$1.00 per hour in FY05-07. Said differential will not be taken away from a night custodian who fills in for a day custodian, subject to a maximum of ten (10) days. An employee who regularly works a shift requiring differential pay shall receive that differential pay for all school year vacations and holidays which occur during the school year.

Section 6 - Hours of Work – 5:00 a.m. - 11:00 p.m.

Section 7 - Building Checks - Designated staff members, if authorized by the Superintendent of Schools (or his designee), will be allowed two (2) hours of pay per day, including overtime if appropriate, for checking buildings on weekends and/or holidays.

## ARTICLE 8 – WORK ON OUTSIDE FUNCTIONS

Employees who work on Town of Harwich and Harwich Public Schools Student Fundraising functions that are staged within the Harwich School complexes shall be paid at the rate of twenty-five dollars (\$25) per hour beginning July 1, 2008. This rate of pay will form a part of the individual agreement established between the Harwich School System and the outside agency. Non-Town of Harwich functions will be charged at a rate of time and one-half for the custodian(s) who work the event. Time worked by employees under this Article will not accrue

toward the (8) hour regular work day. A minimum of two (2) hours' pay at the specified rate above will be guaranteed. The Business Manager shall make the final determination as to what events constitute Harwich Public School Student Fundraisers and his/her decision shall not be grievable. Functions scheduled in blocks of eight (8) hours or more will be divided among two (2) custodians whenever possible.

## ARTICLE 9 – COMPENSATION

Section 1 - The salary schedules as set forth in Appendix A attached hereto are hereby made a part of this Agreement.

Section 2 - Employees who have served in the Harwich Public Schools in excess of nine (9) years effective July 1<sup>st</sup> of any particular year will be paid LONGEVITY in accordance with the following schedule:

- a. after 9 years of service - \$700.00
- b. after 14 years of service - \$900.00
- c. after 19 years of service - \$1,100.00

Longevity pay will be added to the employee's base pay. The amount of longevity paid shall be noted on the employees' pay stub.

Section 3 - Effective July 1, 2007, the lead custodian at a school building will receive two thousand two hundred ninety-eight dollars (\$2,298) per year; effective July 1, 2008, the lead custodian at a school building will receive two thousand three hundred sixty-seven dollars (\$2,367) per year; and effective July 1, 2009, the lead custodian at a school building will receive two thousand four hundred forty-four dollars (\$2,444) per year.

Section 4 - In order to become eligible to receive annual step rate increases, employees shall be approved for rate increases by the Superintendent of Schools in cooperation with the appropriate school principal. All personnel hired after 7/1/98, will receive advances effective on their anniversary date. Evidence of approval will be in the form of a satisfactory rating on the employee's evaluation.

## ARTICLE 10 – VACATION/HOLIDAYS

Section 1 - The following days shall be considered as vacation/holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday (if school is not in session)	Day after Thanksgiving
Patriots' Day	Day before Christmas

Memorial Day  
Independence Day  
Labor Day

Christmas Day  
Half-day for New Year's Eve

Any other day declared a holiday by the Governor, Board of Selectmen, or the School Committee.

Section 2 - If a holiday falls on an employee's regular workday, he/she shall receive time off without loss of pay provided he/she is not absent the scheduled work days preceding and following the holiday unless said absence is because of illness or other justified reason.

If a holiday falls on a Saturday or Sunday (Monday or Tuesday for Saturday shift), employees not scheduled to work shall be granted a compensation day-off within thirty (30) days. Compensation/Holiday Days must be approved with the same process as vacation days.

Section 3 - Employees required to work on any of the holidays recognized in this Article shall receive, in addition to his/her regular weekly compensation, time and one-half for each hour worked.

## ARTICLE 11 – VACATIONS

Section 1 - Full-time employees working a twelve (12) month year shall earn vacation in accordance with the following schedule:

After one (1) year - two (2) weeks  
After five (5) years - three (3) weeks  
After ten (10) years - four (4) weeks

Section 2 - Vacations are to be scheduled during school vacations whenever possible and will be subject to the approval of the Superintendent or designee and should be requested two (2) weeks prior to the date of use (exceptions will be considered). Where the approving authority determines that allowing more than one employee to take his/her vacation at the same time will result in inadequate coverage to perform necessary work, seniority shall be the determining factor.

Section 3 - Where any of the holidays enumerated in Article 10 falls during an employee's vacation on a day that would otherwise be a regularly scheduled workday, the employee shall be entitled to an additional vacation day with pay to be taken at the convenience of the School Committee.

Section 4 - Employees will not be eligible for any vacation until it has been earned. All vacation time will be available on the anniversary date of employment. Vacation time must be taken, in accordance with the conditions set forth above, within the year between employment anniversary

dates. No vacation can be accumulated from year to year except with written approval by the Business Manager, and such denial is not subject to the grievance and arbitration procedure.

Section 5 - Employees who are eligible for vacation under these rules, whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, by leaving voluntarily with two weeks' written notice, or by entrance into the armed services shall be paid an amount equal to the vacation allowance as earned.

The amount of "vacation allowance as earned" at the time of termination will be equal to the earned days effective on the just-celebrated employment anniversary date plus additional days pro-rated at the yearly available rate noted in Section 1 above for each full month worked from the employment anniversary date and the date of termination, minus vacation days already taken in this period.

## ARTICLE 12 – SICK LEAVE

Section 1 - Sick leave may be used for personal illness or the illness of a member of the immediate household. Employees shall earn sick leave at the rate of one and one-half (1 1/2) days per month for each month actually worked up to a maximum of eighteen (18) days per year. Unused sick leave may be accumulated from year to year up to a maximum of one hundred thirty-eight (138) days. Sick leave accumulated prior to this Agreement shall continue to accumulate.

Section 2 - If an employee has received both an oral and a written warning concerning his sick leave record, the Superintendent or designee may require the employee to submit a physician's certificate in future absences for sickness prior to paying the employee for said absence.

Section 3 - Upon reaching Barnstable County Retirement Plan minimum retirement age of 55 years and after having served a minimum of five (5) years of continuous full-time employment as a custodian, maintenance worker, matron by the Town of Harwich School Department, the employee may be eligible for payment of unused sick days at the daily rate of said employee's last yearly salary based on the following schedule:

- Five (5) to ten (10) years: thirty-five percent (35%) of unused sick days to a maximum of fifteen (15) days.
- Ten (10) to fifteen (15) years: sixty-five percent (65%) of unused sick days to a maximum of twenty five (25) days.
- Fifteen (15) years or more: ninety-five percent (95%) of unused sick days to a maximum of thirty five (35) days.

To be eligible for this benefit, written notice must be given by October 1st of the fiscal year prior to retirement. If less notice is given, the Committee may defer payment of unused sick days until after the following fiscal year.

This benefit is payable upon retirement from the Harwich Public School System or, if deferred because of failure to meet the earlier than October 1<sup>st</sup> notice requirement, payable on the first pay period of the next fiscal year.

Section 4 - In the case of absence due to an industrial accident while working as an employee under this contract, the following shall apply: In accordance with Massachusetts General Law C.152, S.69, the School District will provide workers' compensation insurance for its employees.

- (a) If the employee has accumulated sick leave, the School District may pay him/her (out of accumulated sick leave) at the rate of 1/5 day sick leave per day absent, in addition to the workers compensation payment made to the employee.

Section 5 – Sick Leave Bonus for Unused Sick Time for each Fiscal Year (July 1- June 30)

Less than 5 days used	\$100
5 – 10 days used	\$50
More than 10	\$0

Payment will be made at the conclusion of that fiscal year.

Section 6 – Sick Leave Bank

- A. Effective July 1, 1988, a Sick Leave Bank for use by eligible employees covered by this Agreement who have exhausted their own sick leave and who have serious illness will be established.
- B. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) days.
- C. Upon completion of the fifteen (15) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The total amount of days allocated may not exceed 45 days in any one year.
- D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members: two (2) members from the Administrative staff and two (2) participating members of the Union. In the event of a tie vote by the Sick Leave Bank Committee, the decision to allow use of the Sick Leave Bank shall be in favor of the applicant. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. Decisions of the Sick Leave Bank Committee are final and binding and not subject to appeal or the grievance-arbitration procedure. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave:
  - (1) Adequate medical evidence of serious illness;
  - (2) Prior utilization of all eligible sick leave;

- (3) Length of service within the district;
- (4) Projected ability to repay borrowed days combined with anticipated continued length of service with the district.

E. For employees who have reached maximum sick leave accumulation, donations to the Sick Leave Bank shall not result in a reduction of already accumulated sick leave, only as it applies to eligibility for retirement buyout.

F. When unused sick leave bank days reach thirty-one (31) days, all employees covered by this Agreement will be assessed one day which will be deducted from their annual sick leave allowance. The maximum amount of sick days in the Sick Bank shall not exceed 180 days.

G. Individuals granted sick days from the Sick Leave Bank must repay the Sick Bank at the rate of five (5) days per year.

Section 7 - In the event of an employee's death, accrued vacation benefits and accrued sick leave benefits as applied in the preceding section, will be paid to the employee's estate.

### **ARTICLE 13 – BEREAVEMENT LEAVE**

Employees will be entitled to bereavement leave of up to five (5) days at any one time in the event of death of an employee's spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, grandparent, brother or sister. In addition, at the discretion of the Superintendent, bereavement leave of up to five (5) days may be granted in the event of a death not included in the above categories. An employee will apply for bereavement leave as soon as possible. Employees shall be entitled to one (1) day's bereavement leave in the event of the death of an Aunt or Uncle.

### **ARTICLE 14 – OTHER LEAVES OF ABSENCE**

Section 1 - 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 therefore, the Committee will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his full salary for any particular work week.

Section 2 - Military Leave - Members of the National Guard or Reserve on temporary duty will be granted time off with pay, not deductible from annual vacations either in time or pay, not to exceed seventeen (17) days.

Notwithstanding the provisions of General Law, Chapter 33, Section 59, members of the National Guard or Reserves on temporary duty will be paid the difference between their normal salary and their military pay, excluding military allowances for dependents and travel, and will reimburse the Town for such pay received above their normal weekly salary.

An employee who is drafted for military service or volunteers for service in any branch of the Armed Forces of the United States, shall, upon completion of such services and if he/she has received an Honorable Discharge, be reinstated to his/her former position in accordance with applicable law. In the event it becomes necessary to lay off another employee in order to reinstate an employee returning from military service, such layoff shall follow principles of seniority and shall not constitute a grievance under this Agreement. The employee laid off shall be given reasonable notice.

Section 3 - Personal Days - All employees will be granted three (3) personal days annually, with pay.

Personal leave shall be defined as leave which is taken only for personal business that cannot be conducted during non-working hours. In addition, personal leave cannot be taken during an employee's notice period.

In order to be eligible for a personal day, the employee must give forty-eight (48) hours' notice to his supervisor. Emergencies are excepted.

## ARTICLE 15 – UNIFORMS

The Committee will supply the following clothing to the employees with the expectation the uniforms provided will be worn by all employees daily:

- Two (2) long-sleeved shirts
- Two (2) short-sleeved shirts
- Two (2) pair of trousers
- One (1) 3-season jacket (every 3 years)
- One (1) winter parka

Additionally, employees will be paid one hundred (\$125) dollars annually as a work shoe allowance. The employee must submit proof of purchase (receipts) prior to May 1<sup>st</sup> of each year. In the case of a new employee, shoes must be purchased within two (2) weeks of the official date of hire.

## ARTICLE 16 – PART-TIME EMPLOYEES

Part-time employees covered by this Agreement shall have sick leave, holiday leave, vacation leave, jury duty and unpaid military leave benefits pro-rated based upon the proportion their hours to be worked in the year bears to the hours worked in a year by a full-time employee. Part-time employees are eligible for uniforms. Part-time employees working a sufficient number of hours to be placed under the group health and life insurance plan shall receive such insurance coverage.

## ARTICLE 17 – GROUP INSURANCE

The School Committee agrees to maintain during the life of this Agreement the same level of health and life insurance benefits and the same percentage premium contribution as maintained by the Town for Town employees. The Union agrees that the members of the bargaining unit are no longer eligible to participate in the Town's Master Medical Plan, and the Union agrees it will not challenge the future elimination of this plan by the Town. Further, the Union recognizes and agrees that the Town may join a health insurance purchase group such as the Cape Cod Municipal Health Insurance Group, and the Union will not challenge such a change.

## ARTICLE 18 – MISCELLANEOUS

Section 1 - Prior to the commencement of employment, all applicants for a position covered by this Agreement must submit to a physical examination by a physician approved by the Superintendent of Schools and receive said physician's certification that he/she is physically fit to perform the duties of the position applied for. Non-approval by the physician shall preclude employment by the School Committee in the position applied for. Costs of said physical examination shall be borne by the prospective employee-applicant.

Section 2 - Safety - The School Committee shall continue to maintain such safe and sanitary conditions as are necessary to protect 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.

Section 3 - Bulletin Boards - Announcements of Union meetings and other Union activities may be posted on bulletin boards at agreed-upon locations. The parties to this Agreement agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 4 - If any law or judicial order or administrative order or ruling shall so restrict or affect performance of this Agreement or any Article or Articles thereof so as to make it either impossible of performance or in the opinion of the School Committee unduly burdensome then the Committee may at its option terminate the affected provisions of the Agreement by written notice to the Union, and thereupon commence negotiations in good faith for new provisions in those areas affected.

Section 5 - A written list of Union Stewards and other representatives shall be furnished to the School Committee immediately after their designation and the Union shall notify the Committee of any change. Where Steps 1 through 3 of the grievance procedure take place during the aggrieved employee's regular shift the Committee will not deduct pay for reasonable time spent by the Steward and the grievant. The Committee shall not be bound to pay for time spent in attending Step 4 of the grievance procedure.

Section 6 - Subject to the approval of the Superintendent or designee and with five (5) days' advance notice, the shop steward may be granted one (1) day per year for Union business.

### **ARTICLE 19 – SENIORITY**

Section 1 - An employee's seniority shall be equal to his/her length of continuous service measured from the date of appointment to a bargaining unit position but rights of seniority will not begin until after six (6) months. After six (6) months of employment, seniority rights will revert to the date of original appointment.

Section 2 - Where the Superintendent determines that qualification of employees such as ability, training and skill, dependability, and other relevant qualities are equal, the principle of seniority shall be applied within job classifications in cases of layoff, transfer, reassignment, and promotion.

### **ARTICLE 20 – JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within the period of twenty (20) days following the close of the posting period, the Superintendent will award the position to the applicant who is determined to be best qualified or who is senior in service when qualifications appear to be equal. Any dispute hereunder shall be subject to the grievance procedure only through Section 1, Step 3, of Article 5 of this Agreement, except that an employee junior to the employee selected shall not have access to the grievance procedure.

The successful applicant shall be given a thirty (30) working day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period, it is determined by the Superintendent that the employee is not qualified to perform the work, he/she will be returned to his/her old position and rate. However, this working day trial and training period may be extended by mutual agreement.

It is mutually agreed between the parties that if no in-house applicant is qualified, the Superintendent may fill the position from outside the bargaining unit. Filling of vacancies by the Superintendent under the provisions of this Article is not subject to the grievance and arbitration procedures as outlined in Article 5.

### **ARTICLE 21 – STABILITY OF AGREEMENT**

No agreement, understanding, alteration, or variation of the agreements, terms, or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

## ARTICLE 22 – DURATION

This Agreement will be effective as of July 1, 2007, and will remain in full force and effect until June 30, 2010. If no Agreement is reached by June 30, 2010, this contract shall be binding on the parties until a new Agreement is reached.

HARWICH SCHOOL COMMITTEE

SEIU, LOCAL 888, CTW-CLC

Polly Strelak  
6/4/09

Date

John J. Maguire  
David J. Kelly  
David Deamer

Date

## APPENDIX A

### CUSTODIANS/MAINTENANCE WAGE SCHEDULE FY08, FY09, FY10

#### CUSTODIANS

STEP	FY08 3.0%	FY09 3.0%	FY10 3.25%
1	\$31,733	\$32,685	\$33,748
2	\$32,491	\$33,466	\$34,554
3	\$33,324	\$34,323	\$35,439
4	\$34,156	\$35,181	\$36,324
5	\$34,990	\$36,040	\$37,211
6	\$35,822	\$36,897	\$38,096
7	\$36,658	\$37,757	\$38,985
8	\$37,488	\$38,613	\$39,867
9	\$38,324	\$39,474	\$40,757
10		\$40,165	\$41,776

#### MAINTENANCE

STEP	FY08 3.0%	FY09 3.0%	FY10 3.25%
1	\$35,896	\$36,972	
2	\$37,073	\$38,185	\$39,426
3	\$38,112	\$39,255	\$40,531
4	\$39,366	\$40,547	\$41,864
5	\$40,822	\$42,047	\$43,413
6	\$42,489	\$43,763	\$45,185
7	\$44,362	\$45,693	\$47,178
8	\$46,371	\$47,762	\$49,314
9	\$48,734	\$50,196	\$51,828
10		\$51,075	\$53,124