

# **Agreement**

**between**

**Southbridge School Committee  
Southbridge Public Schools**

**and**



**CTW-CLC**

**Custodians Chapter**

**July 1, 2009 - June 30, 2011**

[www.seiu888.org](http://www.seiu888.org)

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## ARTICLE 1 – RECOGNITION

The SOUTHBIDGE SCHOOL COMMITTEE recognizes the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888, for the purpose of collective bargaining and as the exclusive representative of a unit consisting of professional full-time and regular part-time custodians of the Southbridge Public Schools, including custodians, system maintenance personnel, but excluding the Head of Custodial and Maintenance Services.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as CUSTODIANS, and the Southbridge School Committee will be referred to as the COMMITTEE, the Service Employees International Union, Local 888, is hereinafter called the UNION.

## ARTICLE 1A – PART-TIME EMPLOYEES

- A. Part-time employees will be eligible for the following benefits: holidays, vacation, sick leave, personal days, bereavement leave and uniforms; and
- B. It is expressly understood that, with the exception of the uniforms, a part-time employee will receive the benefits outlined above on the basis of the number of hours in his or her actual work day and in accordance with the existing provisions of the contract.

## ARTICLE 2 – MANAGEMENT RIGHTS

- A. The rights, powers, responsibilities and authority of the School District will include, but not be limited to, the following: to direct and conduct the educational affairs of the District and its schools; to direct, supervise, and evaluate employees; to conduct mandatory professional improvement programs; to direct and control all the operations and services of the District and its schools; to evaluate and determine the educational curriculum; to schedule and cancel classes and courses; to determine the organization and the number of personnel of the District and its schools; to subcontract out work; to determine the level of student competency; to assign and transfer employees; to determine the type of work to be performed; to assign all work to employees or other persons; to schedule and enforce working hours; to determine whether goods or services should be made, purchased, or leased; to hire, appoint and promote; to demote, suspend, discipline and discharge for good cause; to lay-off or relieve employees due to lack of work, lack of funds, or for other lawful reasons; to determine class size; to make and enforce rules and regulations; to change or eliminate existing equipment, facilities, programs or schools; and to institute technological change. The exercise of the rights

contained in this Agreement shall not be a matter subject to grievance or arbitration except to the extent that such rights are expressly limited by specific provision of this Agreement.

- B. Any custodian whose length of actual service is less than three (3) months shall be considered a probationary custodian. A probationary custodian has no seniority rights, is not eligible for any fringe benefits, except holidays and health and life insurance, and his/her retention as an employee is entirely within the discretion of the School District. Upon successful completion of the probationary period, a custodian's anniversary date will be the date on which the custodian began work as a custodian in the School District.

### **ARTICLE 3 – WORK WEEK**

The regular workweek for each full-time custodian shall consist of eight (8) hours per day, forty (40) hours per week, Monday through Friday.

### **ARTICLE 4 – OVERTIME**

- A. Overtime is herein defined as all hours worked in excess of eight (8) hours in each day or forty (40) hours in each week. For overtime work, the custodian shall be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate of pay.
- B. A custodian shall be paid at the rate of two (2) times his/her regular hourly rate of pay with a minimum of two (2) hours' pay when called in to work by his/her immediate supervisor on a school-related matter on Sundays or holidays.
- C. A custodian shall be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate of pay for working on a Saturday or any hours that do not abut regular hours, for a minimum of two (2) hours.
- D. Custodians are responsible for snow removal. Each custodian designated for snow removal will be paid overtime for any snow removal done prior to 6:00 A.M. when school is not in session, or prior to 7:00 A.M. when school is in session.
- E. For the purpose of computing overtime under the provisions of this Agreement, there shall be no duplicating or pyramiding of the same hours.
- F. Whenever possible, overtime will be allotted equally among the custodians in a particular school. Maintenance men will be allocated overtime equally within their classification.
- G. The Supervisor of Custodians and Maintenance may assign up to five (5) hours of mandatory overtime as necessary to custodians during the year.

## ARTICLE 5 – FEES

- A. School-Sponsored Activities. There will be no charge for custodial fees if the activity takes place on days when custodians are on duty. If it is necessary for the custodian to stay beyond his/her regular work shift in order to complete the cleanup, the custodian will be paid at one and one-half (1 ½) times his/her regular hourly rate as per Article 4.
- B. Any school-sponsored activity which occurs on a weekend or holiday will have at least one (1) custodian assigned at the discretion of the Superintendent, and the custodian(s) will be paid in accordance with Article 4. Custodians shall be on duty from one-half (1/2) hour before and until one-half (1/2) hour after the event. PTA activities are considered school-sponsored activities.
- C. Non-School-Sponsored Activities. Custodians will be paid a minimum of four (4) hours, at their overtime rate of pay as described in Article 4.

Custodian(s) shall receive one and one-half (1 ½) times his/her regular hourly rate for any additional hours. Custodians shall be paid two (2) times their regular hourly rate for any additional hours for working non-school sponsored activities which occur on Sundays or holidays.

Custodians shall be on duty from one-half (1/2) hour before and until one-half (1/2) hour after the event.

If the facilities are being used by school groups or town departments not charging admission, the custodians' fees will be in accordance with Article 4.

Some examples of non-school-sponsored activities are:

- Quinsigamond Community College
- Profit-making organizations (dance recitals)
- Nonprofit money-raising groups
- Civic educational groups
- Cultural events (Tri-Community concert)
- Gateway Theater productions
- Exchange Club shows
- Senior citizens' dinners

- D. No one will be permitted to use any school building or McMahon Field for a non-school sponsored activity without a custodian present unless otherwise permitted by the School Committee. This includes weekends or holidays to get ready for such functions as cooking, placing tables, rehearsals, etc.

- E. Beginning July 1, 1994, payment for work at a school and non-school sponsored activity will be placed on the next warrant after the event for which the employee is being paid.

## **ARTICLE 6 – LEGAL HOLIDAYS**

- A. For pay purposes, the term “legal Holiday” refers to the day on which a holiday is celebrated as designated by the Committee.
- B. Each member of the custodial staff shall be entitled to the following holidays, at full, providing the custodian works on the last workday prior to and the first workday immediately following said holiday, unless on vacation, approved sick leave or temporary leave of absence.

Columbus Day  
Veterans’ Day  
Day before Thanksgiving Day \*  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
Day after Christmas Day \*  
New Year’s Eve Day (full day)  
New Year’s Day  
Martin Luther King Day  
President’s Day  
Good Friday  
Patriot’s Day  
Memorial Day  
Independence Day  
Labor Day

\* If school is not in session.

- C. If any of the above holidays falls on a Saturday or Sunday, custodians will be granted one additional vacation day unless the Superintendent designates a specific substitute day.

## **ARTICLE 7 – VACATIONS**

- A. Vacation will be earned based on completed creditable months and years of service.

1. A creditable month of service is each month in which a custodian is a minimum of fifteen (15) workdays.
  2. A creditable year of service is each year in which a custodian is a minimum of one hundred and thirty-one (131) workdays.
- B. Vacation will be awarded based on the following:
1. During the first months of service (to June 30), vacation days will be awarded at the rate of eighty-three hundredths (.83) days per month, rounded to the nearest one-half (1/2) for each creditable month of service.
  2. Ten (10) days per fiscal year after the first through fourth (4<sup>th</sup>) creditable years of service.
  3. Fifteen (15) days per fiscal year after the fifth (5<sup>th</sup>) through ninth (9<sup>th</sup>) creditable years of service.
  4. Twenty (20) days per fiscal year after the tenth (10<sup>th</sup>) through fourteenth (14<sup>th</sup>) creditable years of service.
  5. Twenty-five (25) days per fiscal year after the fifteenth (15<sup>th</sup>) creditable year of service.
- C. During the school year (when school is in session between September and June) vacation time may be requested at any time with a twenty (20) day advance notice, whenever possible. During the summer months (when school is not in session between June and September), vacation time may be requested at any time with a thirty (30) day advance notice, whenever possible. Exceptions to these timelines may be made by the Superintendent. In the event of multiple requests during the same time period, approval shall be granted on the basis of seniority. For the purpose of this Agreement, seniority shall be defined as length of service in the bargaining unit.
- D. Should a custodian die while still employed by the Committee, his/her estate shall be paid any vacation time earned.
- E. Vacation day request, whether approved or denied, shall be acknowledged in writing within seven (7) working days.

## ARTICLE 8 – SICK LEAVE

- A. Employees will be entitled to fifteen (15) days of sick leave in each fiscal year, which may be accumulated to a total of one hundred eighty-five (185) days.

- B. Full-time custodians will be credited with all sick leave accumulated under prior existing Committee policies and practices.
- C. A custodian taking three (3) or more sick leave days at any one time may be required to present a certificate from his/her doctor. If a pattern of sick leave use occurs which might indicate possible sick leave abuse, the Superintendent of Schools may, at his or her discretion, ask a custodian to present a doctor's certificate before granting the custodian sick leave pay.
- D. A full-time custodian will be allowed to use up to three (3) days per fiscal year of accumulated sick leave when there is illness of a member of the immediate family living in the same household. Immediate family shall include: spouse, child, mother, father, brother, sister, grandparents, and grandchild.

### **ARTICLE 9 – SICK DAY BUY-BACK**

Upon retirement, employees who have a minimum of fifteen (15) years of service shall be eligible to sell back up to one hundred eighty-five (185) sick days at the rate of twenty-five dollars (\$25.00) per day.

Payment: First pay period of the next fiscal year.

### **ARTICLE 10 – PERSONAL LEAVE**

Two (2) days of personal leave may be granted for personal business that cannot be conducted during non-working hours. Whenever possible, application for a personal day will be made at least twenty-four (24) hours in advance. Personal leave will be granted at the discretion of the Superintendent of Schools.

### **ARTICLE 11 – WORK-RELATED INJURIES**

- A. The Business Manager may require a custodian who has been injured on the job and who is not hospitalized to perform light duty work proved that:
  1. The custodian is not taking medication which would impair his/her performance;
  2. The School Department is not contesting the custodian's work-related injury;
  3. The custodian does not have a retirement petition pending before Town Retirement Board.

- B. Light duty may be required only if the custodian's or the School Department's physician finds that the custodian is fit to perform such duty. If the custodian's and the School Department's physician disagree as to fitness for work, a third physician will be selected by a neutral party. The decision of a third physician shall be binding on the School Department and the Union.
- C. The Business Manager shall only assign a custodian on light duty tasks which the relevant physician approves as being medically appropriate for the custodian's injury and condition.
- D. A custodian on light duty shall continue to accrue benefits as outlined in this Agreement.
- E. The School Department and the Union recognize the mutual benefits of minimizing lost time due to illness or injury. Custodians, unable to perform their regular duties due to illness or injury and who have received medical clearance, will be required to return to work on light duty status in accordance with the procedures outlined above.

## **ARTICLE 12 – DISABILITY, EMERGENCY AND MILITARY LEAVE**

Each custodian employed by the Committee is entitled to a leave of absence for disability and emergency beyond thirty (30) days upon the receipt of a physician's certificate stating such disability and reason for said disability. Said leave shall be deducted from accumulated sick leave.

A custodian who is required as a member of the National Guard or as a reserve member of one of the United States armed forces to be absent from his/her position for the purposes of active annual training duty or encampment for a period of not more than seventeen (17) days in a calendar year shall be granted pay for those days which he/she is absent from his/her duties. In addition, such leave with pay will be granted in those instances where such custodian is involuntarily called to serve during declared emergencies by virtue of decree or order of the President of the United States or the Governor of the Commonwealth.

The amount of pay will be the difference between the custodian's regular salary and the compensation received from the military during said period. Reconciliation of pays shall take place as soon as possible after completion of military leave and receipt of military pay.

During military leave, the custodian shall continue to accrue seniority and shall be placed on the appropriate step on the salary schedule as though the custodian had never been on leave.

## **ARTICLE 13 – BEREAVEMENT LEAVE**

Any custodian covered by this Agreement shall be granted bereavement leave under the following conditions:

1. He/she shall submit proof of relationship and death satisfactory to the Superintendent of Schools, whereupon he/she shall be granted bereavement leave with full pay not to exceed five (5) consecutive calendar days upon death of spouse, child, mother, father, brother, sister, grandparents, grandchild, and not to exceed three (3) consecutive calendar days upon death of mother-in-law, father-in-law, or person living in their household at the time of death or upon the commencement of final illness or accident. One (1) day bereavement leave per year shall be granted for a relative or close friend, up to a maximum of three (3) single days per year. Granting of bereavement leave shall not be unreasonably denied.
2. Leave with pay shall be granted in the event of a death of a member of this Union so that a delegation of no more than one (1), appointed by the president of the Union, may attend the funeral occurring during his/her working hours without loss of pay.
3. Bereavement leave is to be separate from and shall not be charged against sick leave or vacation leave.
4. In circumstances where memorial ceremonies for any relative covered under paragraphs 1 and 2 above are scheduled at a time later than the period immediately following the death, an employee, at his or her option, may be granted bereavement leave at the time of the memorial ceremony. However, in no event will the total number of bereavement leave days granted exceed the number of days as provided in paragraphs 1 and 2 above.

## **ARTICLE 14 – UNION PRIVILEGES**

Notices regarding Union business may be posted at the Maintenance Shop.

## **ARTICLE 15 – USE OF SCHOOL FACILITIES**

The Union will have the right to use, without cost, a school building for meetings at reasonable times. Prior approval of the Principal must be obtained in order to use a school building for union meetings.

## **ARTICLE 16 – NEGOTIATION PROCEDURE**

- A. No later than December 31<sup>st</sup> of the last year of this Agreement, the Committee agrees to enter into negotiations with the Union to reach a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning custodians' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all custodians in the bargaining unit and will be reduced to writing and signed by the Committee and the Union.
- B. During negotiations, the Committee and the Union will present relevant data, exchange points of views, and make proposals and counterproposals. The Committee will make available to the Union, for inspection, all records of the school system concerning salaries paid to custodians.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

- A. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the custodians covered by this Agreement. The Committee and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. For the purpose of this Agreement, a grievance is defined to mean a complaint by the custodian or group of custodians based upon an alleged violation of, or variation from, the provisions of this Agreement, or the interpretation meaning, or application thereof.
- B. The grievant shall have twenty (20) working days from the date of the event or knowledge of the event to present the grievance in writing. The grievance shall state the nature of the incident the section or sections of this Agreement on which the grievance is based, the relief sought, and it shall be signed by the grievant and the Union Steward.
- C. If no satisfactory settlement is made, then the matter shall be settled in the following manner:
  - STEP I The grievance shall be taken up by the Union Steward and grievant with the Business Manager. If no satisfactory settlement is reached within five (5) days, then,
  - STEP II The grievance shall be taken up by the Union Steward with the Superintendent or his/her designee. If no satisfactory settlement is reached within (10) days, then,
  - STEP III The parties shall mutually agree on an impartial person. The decision of the impartial person shall be final and binding on all parties.
- D. Fees and other charges of the impartial person shall be borne by the loser of the grievance.

## ARTICLE 18 – TRANSFERS, VACANCIES AND PROMOTIONS

The Committee recognizes the seniority principle as to the custodians covered by this Agreement, and when qualifications such as ability, physical condition, training and skill and other relevant qualities are considered equal by the Committee, then the Committee will give preference in cases of layoffs, rehiring, transfer, and promotion to custodians having the longest continuous service. In the event of a layoff, part-time employees will be laid off prior to the layoff of any full-time employees. All vacancies will be posted internally for a period of not less than five (5) workdays. All employees shall have the opportunity to apply for the internal posting, in writing, to the Business Manager, within seven (7) workdays from the final posting date.

## ARTICLE 19 – DEDUCTION OF DUES

The Committee agrees to deduct from earned wages from the duration of this Agreement, Union membership dues fixed in accordance with the Constitution of the Union of those custodians covered by this Agreement who, individually, request in writing. The Union agrees to indemnify and hold the Committee and the Town harmless in connection with the application of this Article.

All members of the bargaining unit who are employed but are not members of Local 888, Service Employees International Union, as of the ratification date of the Agreement, and all new employees hired after said date, shall be required, as a condition of employment, to pay an agency fee. Said fee shall be in an amount and be implemented as prescribed under M.G.L. c. 150E, Section 17 and the regulations of the Massachusetts Labor Relations Commission.

For such employees, the sole and exclusive remedy for non-payment shall be for the Union to proceed for collection of the fee. The School Committee shall not be responsible for the implementation, collection or enforcement of the Agency Service Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee. The Union agrees that it will indemnify and hold the School Committee harmless for any action taken against an employee as a result of this Agency Service Fee Agreement, including but not limited to any legal expenses incurred.

## ARTICLE 20 – REST/MEAL BREAKS

All custodians shall be granted one (1) thirty minute meal break and one (1) fifteen minute rest break per eight (8) hour shift. Such breaks will be scheduled by the Supervisor and will be uninterrupted, except in emergencies.

## **ARTICLE 21 – CLOTHING AND VEHICLE ALLOWANCE**

- A. The Committee will provide each non-probationary employee with uniforms. Each employee will receive an annual stipend of \$150.00 at the conclusion of the school year for laundering. Said stipend will be prorated based upon the length of time the employee has worked for the Southbridge Public Schools during the school year.

The employee shall be responsible for the proper laundering of all uniforms, in accordance with the manufacturer's written directions, which will be provided to each employee by the Director of Maintenance. Failure to follow these laundering instructions which results in the damage/destruction or any article of uniform clothing will be immediately reported by the employee to the Director of Maintenance. Such damage/destruction will result in the employee paying for the replacement of said article of uniform clothing. This determination will be made by the Director of Maintenance as a function of his supervisory discretion. The Committee shall replace uniforms that are worn out, damaged, or destroyed in the line of duty on an "as needed" basis as determined by the Director of Maintenance.

Each employee will be required to wear the uniforms provided by the Committee.

- B. Non-probationary employees shall be reimbursed up to two hundred and fifty dollars (\$250.00) annually for the purchase of work-related footwear that meets OSH approval or has otherwise been approved by the Director.
- C. Four weather gear and protective equipment will be provided to employees in accordance with the provisions of the Occupational Health and Safety Act (OSHA).
- D. Employees who use their personal vehicle in connection with their duties shall be paid three dollars (\$3.00) per run to defray the costs of said usage.

## **ARTICLE 22 – WORKERS' COMPENSATION**

All custodians will be covered by workers' compensation insurance as required by the laws of Massachusetts.

## ARTICLE 23 – RESIGNATION

- A. Anyone covered by this Agreement must give a two-week written notice of resignation to the Superintendent of Schools. If a resignation is submitted during a school year, all benefits will be prorated based on the number of days worked.
- B. Upon resignation or termination, the employee must turn in all school/facilities keys, vehicles, school-purchased uniforms, equipment, manuals, training material and any other items which are the property of the Southbridge Public Schools. The employee's final paycheck will be withheld until this article of the contract has been met with full compliance.

## ARTICLE 24 – WAGE SCHEDULE

- A. A three-month probationary period for new employees is identified at the rate below:

	Hourly Rates		
	7/1/08	7/1/09	7/1/10
1. <u>Probationary Custodian</u>	\$13.65	\$13.92	\$14.20
2. <u>Probationary Maintenance</u>	\$18.12	\$18.48	\$18.85

- B. CUSTODIANS

### **Effective July 1, 2008 – New Wage Schedule**

Minimum	Step 1	Step 2	Maximum
0-4 years	5-9 years	10-13 years	14+ years
\$15.90	\$16.56	\$17.22	\$17.94

### **Effective July 1, 2009 – 2%**

\$16.22	\$16.89	\$17.56	\$18.30
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### **Effective July 1, 2010 – 2%**

\$16.54	\$17.23	\$17.91	\$18.67
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## Maintenance

### **Effective July 1, 2008 – New Wage Schedule**

<b>Minimum</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Maximum</b>
0-4 years	5-9 years	10-13 years	14+ years
\$20.27	\$21.16	\$22.06	\$23.03

### **Effective July 1, 2009 – 2%**

\$20.68	\$21.58	\$22.50	\$23.49
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### **Effective July 1, 2010 – 2%**

\$21.09	\$22.01	\$22.95	\$23.96
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For the purpose of calculating service and the corresponding step placement for part-time employees, the parties agree that movement on the wage schedule will be calculated on the basis of a full-time equivalent (FTE), so that a part-time employee will be required to work the equivalent of one (1) full-time year to get credit for a year of service.

A yearly stipend will be paid to the Head Custodian at Southbridge High School and the Head Custodian at Wells Junior High of two thousand dollars (\$2,000.00) each. A yearly stipend will be paid to the Head Custodian at each elementary school of one thousand five hundred dollars (\$1,500.00) each. A yearly stipend will be paid to the Supervisor of Custodians and Maintenance of twelve thousand five hundred dollars (\$12,500.00).

A custodian assigned to work in a higher classification by the Superintendent of his/her designee will be paid at the higher rate at the corresponding step (# of years of service) for all such time said custodian is assigned to perform the duties of the higher classification.

- C. Two custodians will receive a stipend of \$1,000.00 each to strip and refinish the wood floors at Southbridge High School, Wells Middle School, cafeteria and gym at West Street School, Charlton Street School and Eastford Road School. Custodians experienced in the process will be assigned by the Business Manager or her designee each year.

## ARTICLE 25 – LICENSES/CERTIFICATES

- A. The Committee agrees to pay the costs involved for any special licenses required for a particular job. Additionally, the Committee agrees to pay the costs of license renewal for any license held by the employee if that employee is asked to undertake duties requiring such license.

- B. Any employee who holds one or more of the following licenses and/or certificates and is assigned to utilize such license and/or certificate in connection with his/her duties, shall be paid an annual stipend as follows:

Commercial Driver's license	\$550.00
Pesticide and Applicators license	\$800.00
Contractor's license	\$800.00

- C. Electricians who hold a valid Massachusetts electrical license will be paid a stipend of \$5,000.00 each year.

#### **ARTICLE 26 – NO STRIKE**

- A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike, or other withholding of services from the School Committee, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- B. The Union agrees that neither the Union, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.
- C. The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- D. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the School District against an employee and such other action that the School District may deem appropriate.
- E. The School Committee may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

## ARTICLE 27 – DURATION OF AGREEMENT

This Agreement and its provisions shall be effective from July 1, 2008, and shall remain in full force and effect up to and including June 30, 2011. Either party may, on or before the first day of December 2010, give written notice to the other of its desire to extend or revise this Agreement during the period to commence July 1, 2011. This Agreement shall remain in full force and effect until the new contract is ratified by both parties.

Signed this 9<sup>th</sup> day of December, 2008 by:

SOUTHBRIDGE SCHOOL  
COMMITTEE

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 888



