

CONTRACT

between

HALIFAX SCHOOL COMMITTEE

and

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO

STATE COUNCIL 41

LOCAL 1700

* * *

EFFECTIVE: July 1, 2014
through
June 30, 2017

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PHILOSOPHY

We, the undersigned parties to this Contract, declare that:

1. The prime purpose of the Halifax School Department is to provide education of the highest possible quality for the children of the Town of Halifax.
2. A common understanding in matters of mutual interest and the good morale of all employees are necessary to the best operation of the Halifax Schools.
3. The School Committee of the Town of Halifax has general charge of the public schools in the Town of Halifax and is responsible for establishing all policies governing the operation of the Halifax Schools in accordance with the laws of Massachusetts.
4. The Superintendent of Schools of the Town of Halifax referred to as the Superintendent is the Executive Officer of the Halifax School Committee and is responsible for the administration of the schools within the framework of policy established by the Halifax School Committee.
5. Every person employed in the Halifax School Department has a responsibility to understand and carry out the particular duties of his/her position in a manner consistent with the best operation of the Halifax Schools, in accordance with the policies established by the Halifax School Committee, and in compliance with the provisions of this Collective Bargaining Agreement.
6. This Agreement, entered into by the Halifax School Committee (hereinafter referred to as the Employer) and Local 1700, State Council 41, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the Employer and the Union, including the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full-time custodial employees of the Halifax School Committee. (Re: M.C.R. 786)

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

The Employer and the Union shall recognize and adhere to all federal and state labor laws, rules, and regulations relative to seniority, promotions, transfers, discharges, removals, and suspensions.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

UNION SECURITY

In the event the Town of Halifax accepts Chapter 463 of the Laws of the Commonwealth of Massachusetts, all present employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing within thirty (30) days after the signing of this Agreement. All future full time employees shall be required to become and remain Union members within thirty (30) days after being employed. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

UNION REPRESENTATIVES

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes. They shall be granted reasonable time off during working hours to investigate and settle grievances, with prior approval of the Superintendent or his/her designee. Said permission will not be unreasonably withheld.

ACCESS TO PREMISES

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees AFL-CIO and/or State Council 41, and/or Local 1700 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. Permission to enter the premises must be obtained from the Superintendent or his/her designee.

UNION DUES AND INITIATION FEES

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Offs of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

DISCRIMINATION AND COERCION

There shall be no discrimination by foremen, superintendents, or other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement and that no order will be given to any employee which would violate any provision of this Agreement. If any employee receives an order which he/she considers to be in violation of this Agreement, he/she shall immediately notify his/her superior or the Principal of his/her objection. If his/her superior or the Principal repeats the order, the employee shall immediately comply with the order, so long as it does not jeopardize his/her health or safety, and utilize the grievance procedure to register any objection he/she might still have.

EQUAL PROTECTION

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age, in accordance with law, and that all eligible persons shall receive the full protection of this Agreement.

SENIORITY

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

The principle of seniority shall govern and control in all cases of transfer, decrease, or increase of the working force, as well as preference in assignment to shift work and choice of vacation period. In all cases of promotion within the bargaining unit, the Employer shall give preference to employees who have greater qualifications and ability to perform the required work, but when such qualifications and ability are equal, the Employer shall give preference on the basis of seniority.

BULLETIN BOARD

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

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.

If an employee is the successful applicant, he/she shall be given a thirty (30) 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 Employer that the employee is not qualified to perform the work he/she shall be returned to his/her old position and rate.

Effective July 1, 2008, all new hires will be required to serve a probationary period of six (6) months. If the employee's work is unsatisfactory to the Superintendent during this probationary period, the employee will be discharged and that action will not be subject to the grievance procedure.

CLASSIFICATION PLAN AND PAY RATES

In this Agreement, and made part of it as Appendix A, there shall be established a Classification and Pay Plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

SHIFT DIFFERENTIAL

All employees working any shift starting on or after 2:30 p.m. shall be paid a differential of an additional \$40.00 per week for those weeks in which the employee works three (3) or more days on this shift. Assignment to shift work will be made by the Principal or her/his designee within the terms of this Agreement.

JURY PAY

The Employer agrees to make up the difference in an employee's wages between the employee's regular straight time earnings and compensation received for jury duty. If an employee is excused from jury duty during his/her regular work day, he/she shall return to work.

OVERTIME

An employee covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week, except where extra hours worked are to make up compensatory time off agreed to by both the Employer and employee.

An employee who is assigned to work on Sunday shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked regardless of the amount of hours worked during the week.

Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half for hours worked on recall, but in no event for less than three (3) hours. This three (3) hour minimum shall not apply when the employee's regular work day starts after he/she is called in and he/she continues to work to his/her regular starting time.

Sick days, holidays and vacation days shall be counted as hours worked for purposes of computing overtime.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens.

The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward with the foreman of the division involved.

The Employer may require any employee to work a reasonable amount of overtime, mindful that overtime must be equally and impartially distributed, so long as reasonable advance notice (minimum forty-eight hours) is given the employee. In the event of an emergency, overtime may be required of any employee.

This provision shall not form a basis for any claim for regular or overtime wages for hours not actually worked.

HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The work week shall normally be Monday through Friday.

The normal work day shall consist of eight (8) consecutive hours inclusive of meal periods within the twenty-four (24) hour period. Each employee shall be scheduled to work a regular shift with regular starting and quitting times.

A work shift shall consist of eight (8) consecutive hours of work inclusive of a meal period within a twenty-four (24) hour period.

The Employer shall have the right to determine work schedules; nothing herein shall be a guarantee of work. Except for emergencies or unforeseen circumstances, work schedules or shifts shall not be changed unless employees affected by the change are given a five (5) day written notice of the change. Work schedules or shifts shall not be changed for disciplinary reasons.

Any part of this provision may be waived by Agreement of both parties, and any agreed-upon waiver shall not be considered a basis for overtime pay.

REPORTING PAY

Employees who report for work at the regular starting time on their shift when they have not been notified not to do so, and for whom work is unavailable, shall be provided with eight (8) hours work or eight (8) hours pay in lieu thereof at their regular rate of pay, unless the failure to provide work is due to Act of God, power failure, work stoppage, or other reasons beyond the control of the Employer.

REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

MEAL PERIODS

Employees shall be granted a one-half (1/2) hour paid lunch period. Said lunch period is to be taken on site and during such lunch period employees shall be on call.

TEMPERATURE

Except for emergencies, employees shall not be required to work outside in excessive heat or cold.

HOLIDAYS

The following days shall be considered to be paid holidays:

January 1	Veterans' Day
Good Friday (if school is closed)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas
Labor Day	* 1/2 day before Christmas
Columbus Day	* 1/2 day before New Year's
Presidents' Day	

and any other day that may be declared a holiday by the Governor of this Commonwealth, the General Court, or the Town of Halifax, providing the children are dismissed. Should any holiday fall on a non-work day, the Principal and employee shall mutually agree upon a compensatory day off that causes the least interference with the operation of the school system. Holiday pay shall be eight (8) hours pay at straight time. If a holiday occurs within an employee's vacation period, he/she will receive an additional day's vacation with pay to be taken at a time mutually agreed upon by the Principal and employee, causing the least amount of interference with the

operation of the school system. To be eligible for holiday pay an employee must be working the day before and the day after unless absent due to illness, accident or vacation. Any employee required to work on a holiday will be paid double his/her regular pay.

* The half (1/2) days before Christmas and New Year's Day are to be considered paid holidays only when they fall on the employee's regular work day and school is not in session.

VACATIONS

Employees are due vacation as follows:

- A. For less than one (1) year of continuous service, one (1) day for each full calendar month worked, not to exceed ten (10) days.
- B. After one (1) year of continuous service, ten (10) days vacation.
- C. After 5 (five) years of continuous service, fifteen (15) days vacation.
- D. After ten (10) years of continuous service, twenty (20) days vacation.
- E. After twenty (20) years of continuous service, twenty-five (25) days vacation.

Vacation shall be taken at the discretion of the Employer and at such time as to cause the least interruption of the operation of the school.

Upon termination of employment the employee shall receive payment equal to the amount of vacation pay he/she would receive had the termination not occurred. If termination is caused by death, such payment shall be made payable to the employee's spouse or beneficiary.

SICK LEAVE

Each employee shall be credited with sick leave with pay at the rate of one and one-quarter (1 1/4) days for each month of service. Sick leave credit will begin the first working day of the month in which the employee is employed. Sick leave may be accumulated to a limit of one hundred fifty (150) days. Any accumulation which present employees have at the effective date of this Agreement shall be retained.

In the event it is necessary for a custodian to care for an ill member of his/her immediate family, resident in the same household, the custodian may use up to five (5) days per year of his/her personal sick leave. A member of the bargaining unit may use any of these five (5) days to care for his/her ill parent whether or not the parent lives in the employee's home.

The Employer may require a doctor's certification of illness or evidence of medical attention on any leave over three (3) days or in cases where the Employer suspects the abuse of sick leave, so long as the Employer has notified the employee in advance that such abuse is suspected.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

In the case of absence due to an industrial accident, the Employer agrees to make up the net difference between the employee's regular wages and the amount received from Workmen's Compensation and Social Security for a period equal to the total number of sick days and converted vacation days accumulated by the employee.

FUNERAL LEAVE

In the event of death in the immediate family, i.e., spouse, child, grandchild, brother, sister, parent, or parent-in-law, the employee will be granted a leave up to three (3) days with pay. A leave of one (1) day will be granted with pay to attend services for grandparents. Funeral leave shall not be charged to sick leave or vacation leave and shall not be accumulative.

PERSONAL LEAVE

During each contract year (July 1 - June 30) an employee may use one (1) day per year with pay to conduct personal business. An employee may use two(2) days of sick leave for which he/she will be paid at his/her normal rate to conduct personal business. Such personal leave shall not be accumulative.

No more than one (1) employee may take personal leave on any given day and the employee must notify the Principal as far in advance as is practicable of his/her intention to take personal leave.

UNIFORMS

The School Committee shall provide each custodial employee an amount of four hundred dollars (\$400.00) annually to be paid by August 1 of each year for the purchase of: 4 shirts, 4 pants, 1 pair work shoes, 1 winter jacket, as needed.

1. Custodians will clean and maintain uniforms.
2. Uniforms will be worn at all times while on duty.
3. Uniforms will display *Halifax Elementary School* or *H.E.S.* and the custodian's first name.
4. Uniform style and color will be determined by the school principal or designee and one (1) custodian representative.

LONGEVITY

Employees covered by this Agreement who have been employed in a capacity covered by this Agreement shall be entitled to longevity payments as follows:

15 to 19 years of continuous service	\$350.00
20 to 24 years of continuous service	\$600.00
25 to 29 years of continuous service	\$850.00
30 or more years of continuous service	\$1,000.00

INSURANCE AND RETIREMENT

1. Retirement

All employees must participate in the Plymouth County Retirement Program.

2. Health, Accident and Life Insurance

All employees who qualify are eligible to participate in the Town's Group Insurance Program, one-half (1/2) the cost of this program being paid by the Town of Halifax.

3. Workmen's Compensation

The Town's Workmen's Compensation policy covers all School Department employees with direct regard to sickness or injury suffered in connection with their employment. The Workmen's Compensation Law requires that first notice of such sickness or injury be made to the Industrial Accident Board within forty-eight (48) hours after it occurs. Therefore, every employee must report to the Principal as soon as practicable any and all accidents or sickness that may be employment connected.

NOTE: Since these three (3) programs are not administered by either the employer or the Town, any claims or disputes concerning coverage, eligibility, or payment of benefits shall be determined according to the applicable laws, insurance policies, and/or contracts and shall not be subject to the grievance procedures hereunder.

DISCIPLINE

The right to impose disciplinary action, including discharge, upon any employee shall remain the prerogative of the Employer, but shall not be exercised in an arbitrary or discriminatory manner. If an employee is suspended or discharged, the Employer shall promptly notify the employee and the steward in writing. Any disciplinary action imposed upon an employee may be processed as a grievance in accordance with the grievance procedure hereunder.

The provisions of this Agreement shall not apply to probationary employees. A probationary employee is defined as an employee with less than six (6) months of service. Such employees shall be subject to disciplinary action, including discharge, at the sole discretion of the employer and no such action shall be subject to the grievance procedure or arbitration hereunder.

CONTINUITY OF OPERATIONS

The Union agrees that no employee shall engage in, induce, or encourage any strike (whether sympathetic, general, or any other kind), walkout, work stoppage, sit-down, slowdown, withholding of services, boycott (whether primary or secondary), picketing, demonstration at the Employer's premises, or any other direct or indirect interference with the Employer's operation. The Employer agrees not to conduct a lockout.

MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, right, jurisdiction, responsibility, and duty of the Employer under the laws of the Commonwealth of Massachusetts or the lawful bylaws of the Town of Halifax are retained by and reserved exclusively to the Employer including, but not limited to, the right to manage the school, to determine the methods and processes of operation, to contract out any work, to determine the size of and direct the activities of the working force, to determine the schedules and hours of work (subject to the provisions of the Fair Labor Standards Act) and the assignment of employees to work, to establish new job classifications and job duties and functions, to determine the specifications for all jobs, to require from each employee the efficient utilization of his/her services, to hire, promote, demote, transfer, discipline, suspend and discharge employees, to relieve employees from duty for lack of work or other legitimate reasons, and to prescribe and enforce reasonable rules and regulations pertaining to operations and the conduct of employees.

REDUCTION IN FORCE

In the event of a lay-off, those employees affected will have the opportunity to be recalled for a period of up to and including, but not exceeding eighteen (18) months.

GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1

The Union Steward and/or representative, with or without the aggrieved employee, shall take up grievance or dispute in writing with the Principal within three (3) working days of the date of the grievance or his/her knowledge of its occurrence. The grievance shall be signed by

the steward and the employee and shall refer to the section of the contract which is alleged to have been violated. At the request of either party, the aggrieved employee shall be present at this step. The Principal shall attempt to adjust this matter and respond to the steward within five (5) working days.

Step 2

If the grievance has not been settled, it shall be presented in writing by the steward to the Superintendent or his/her designee within five (5) working days after the Principal's response is due. This party shall respond to the steward in writing within five (5) days.

No new evidence concerning the alleged violation may be presented beyond this level. If either party wishes to introduce data following Step 2, the grievance must be resubmitted for reconsideration at this level.

Step 3

If the grievance shall remain unadjusted, it shall be presented to the School Committee in writing within five (5) working days after the response given in Step 2 of this procedure. The School Committee shall respond within ten (10) working days after its next regularly scheduled meeting.

Grievances involving discipline shall proceed only to Step 2 (i.e., the Superintendent of Schools), and then if the grievance is not resolved at Step 2 said grievance shall go directly to grievance arbitration.

No grievance shall be considered hereunder unless it is presented in writing within the time period specified in Step 1. A grievance must be presented in each succeeding step of the grievance procedure within the specified time limit or it will be considered settled based upon the last answer given. If a grievance is once settled in any step of the grievance proceeding, it shall be considered closed and shall not be thereafter the subject of another grievance proceeding or an arbitration proceeding hereunder.

If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the School Committee is due, by written notice to the other, request arbitration of any grievance which involves the interpretation and application of a specific provision of this Agreement, including a grievance protesting the discharge or other discipline of an employee, but only if such grievance has not been settled and has been fully processed through the grievance procedure in accordance with requirements stated in the grievance section. Any grievance shall be considered settled on the basis of the decision of the School Committee unless the Union does so request arbitration thereof within such time limit. There are expressly excluded from arbitration hereunder any questions relating to arbitrability and any matters which are excluded from arbitration by law or over which jurisdiction is vested exclusively in any public agency or tribunal. Participation by the School Committee or employee in any arbitration, while reserving its rights as to arbitrability, shall not constitute a waiver of its rights to have the issue of arbitrability determined on its merits in appropriate court proceedings after receipt of the

arbitrator's award.

The arbitration proceedings shall be conducted by an arbitrator to be selected the School Committee and the Union within twenty (20) days after notice has been received. If the parties fail to select an arbitrator, one will be selected in accordance with the rules of the American Arbitration Association.

The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right or arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detract from, any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall hold a hearing on the grievance, giving the parties a full opportunity to be heard, as soon as is practicable after his/her selection and shall endeavor to render his/her decision, in writing, within thirty (30) calendar days after the closing of the hearing or after the filing of post hearing briefs if such briefs are filed. The expenses of the arbitration proceedings, including the fees and expenses of the arbitrator, shall be borne equally by the School Committee and the Union. Each party shall bear the cost of preparing and presenting its own case.

EFFECTIVE DATE AND TERM

This Agreement shall become effective July 1, 2012 and shall continue in effect to and including June 30, 2014 thereafter automatically renewing itself for successive terms of one (1) year, unless by October 1st prior to expiration of the contract either the Employer or the Union shall have given the other written notice through the United States Registered Mail of its desire to amend or terminate this contract.

Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This contract, consisting of thirteen (13) pages, is signed this _____ day of _____, 2013.

HALIFAX SCHOOL COMMITTEE

AFL-CIO LOCAL AFSCME

APPENDIX A

HALIFAX SALARY SCHEDULE 2014-2017

CLASSIFICATION & PAY SCALE

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>Effective July 1, 2014</u> (1.5%)					
Head Custodian	40,170	45,110	48,417	51,809	54,770
Custodian	33,870	36,547	39,222	41,901	44,668

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>Effective July 1, 2015</u> (1.5%)					
Head Custodian	40,773	45,787	49,143	52,586	55,592
Custodian	34,378	37,095	39,810	42,530	45,338

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>Effective July 1, 2016</u> (1.5%)					
Head Custodian	41,385	46,474	49,880	53,375	56,426
Custodian	34,894	37,651	40,407	43,168	46,018