

CONTRACT
BETWEEN THE
AMESBURY SCHOOL COMMITTEE
AND THE
AMERICAN FEDERATION OF TEACHERS (AFT)
AFT MASSACHUSETTS
AFT AMESBURY
LOCAL 1033
AFL-CIO
FACILITIES AND MAINTENANCE UNIT

JULY 1, 2019 – JUNE 30, 2020
and
JULY 1, 2020 – JUNE 30, 2023

TABLE OF CONTENTS

Article I	Recognition & Definitions	1
Article II	Compensation	1
Article III	Fringe Benefits	3
Article IV	Working Conditions	4
Article V	Transfers	7
Article VI	Leaves of Absence	8
Article VII	Grievance Procedure	13
Article VIII	Arbitration	16
Article IX	Union Privileges and Responsibilities	17
Article X	Management Rights	19
Article XI	Saving Clause	19
Article XII	Layoff Procedure	20
Article XIII	Working Conditions	21
Article XIV	Third Shift	25
Article XV	Uniforms	25
Article XVI	Hepatitis B Vaccination	25
Article XVII	License Stipends	26
Article XVIII	Duration	26
Appendix A	Salary Schedule	27
Appendix B	License Stipends	29

This Agreement is made and entered into, effective July 1, 2019 by and between the School Committee of the City of Amesbury, (hereinafter referred to as the “Committee”), and the AFT Amesbury, Local 1033, AFT Massachusetts, AFL-CIO (hereinafter referred to as the “Federation”).

**ARTICLE I
RECOGNITION & DEFINITIONS**

A. Union Recognition

The Amesbury School Committee (“Committee”) recognizes the AFT Amesbury, AFT Massachusetts, AFL-CIO (hereinafter “Union”), as the exclusive bargaining representative for multi-purpose facility technicians (“MPFTs”) and maintenance workers in the Amesbury School Department in the unit as defined by the Massachusetts Labor Relations Commission in case no. MCR-4490 as follows:

“All full-time and regular part-time employees working as custodians and maintenance workers in the Amesbury Public Schools, excluding all Unit B employees, confidential and managerial employees, and all other school employees.”

B. Definitions

1. The School Committee shall prepare a seniority list that indicates the date on which all the members of the bargaining unit were hired.
2. The Federation shall be supplied with the list which shall be kept current.

**ARTICLE II
COMPENSATION**

A. Basic Salary Schedule

The salaries of the members of the facilities and maintenance bargaining unit are set forth in Appendix A which is attached to and made part of this Agreement.

B. Time Sheets

Members shall be required to submit a bi-weekly time sheet showing hours worked. Multi-Purpose Facility Technicians shall submit said time sheets to the building principal’s secretary and Maintenance employees shall submit them to the Facilities Director.

C. Method and Time of Salary Payment

Salaries of multi-purpose facility technicians and maintenance employees shall be paid in twenty-six (26) installments. If a multi-purpose facility technician or maintenance employee leaves or dies, he/she or his/her estate shall be entitled to any compensation earned, but not yet paid to the employee.

D. Step Increases

All step increases shall occur on July 1st of each year. In the case of those employees seeking to advance from step one to step two, they must have completed at least six months of employment by July 1st in order to be eligible for step advancement. If the employee is ineligible for initial step advancement due to not having met the six month employment requirement on July 1st, the employee shall be eligible for his/her initial step advancement on the following July 1st. In all other cases, all step advancements subsequent to the first advancement shall take place on the July 1st following the prior step advancement.

E. Retirement Provision

In recognition of dedicated service, a multi-purpose facility technician or maintenance worker who has worked for twenty (20) consecutive years in the Amesbury School System (or the City of Amesbury serving under the Retirement Act) or who has attained the age of 62 and has worked for ten (10) consecutive years in the Amesbury School System may obtain an increase in compensation in the final year of working by following these procedures. The hourly rate of pay to be used for these calculations shall be the substitute custodian hourly rate of pay, currently \$10.00 per hour.

1. Eligible employees who desire participation will notify the superintendent by December 1 of the school year preceding the school year in which they intend to retire under the Municipal Retirement Act. At the conclusion of the final year of working, all accumulated sick leave shall be eliminated and in lieu thereof the employee shall receive a lump sum payment in the amount of seventy-five percent (75%) of the current substitute pay per day for each sick day surrendered if that employee has averaged less than four (4) days of sick leave per year for each year of working in Amesbury, and fifty percent (50%) of the current substitute rate for each day surrendered for employees who have averaged four (4) or more days of sick leave per year of work in Amesbury. The maximum value of this benefit shall not exceed \$8,500.00.
2. It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the employee giving such notice shall be required to retire during the calendar year in which the notice of intent to retire is given.

F. Service Credits

\$1,250	10-14 years	Completed MPFT and maintenance experience in Amesbury
\$1,500	15-19 years	Completed MPFT and maintenance experience in Amesbury
\$1,750	20 - 24 years	Completed MPFT and maintenance experience in Amesbury
\$2,000	25 + years	Completed MPFT and maintenance experience in Amesbury

G. Unused Sick Leave Credit

1. The Committee shall pay \$200.00 to members of the bargaining unit if they are absent three (3) days or less during the previous fiscal year.
2. Payment shall be made within the first month of the school year immediately following the fiscal year in which the employee had the low absence record.

**ARTICLE III
FRINGE BENEFITS**

A. Health and Life Insurance

The group life and accidental death and dismemberment insurance plan and the group blanket insurance for hospital, surgical, and medical benefits plan initiated and carried by the City of Amesbury under authority of Chapter 32B of the General Laws shall be granted to unit employees.

The City of Amesbury shall continue to pay on behalf of unit employees that part of the premium of the group blanket insurance for hospital, surgical, and medical benefits and group life and accidental death and dismemberment insurance that it does for all City employees.

1. Contribution Rates

The Committee shall pay 75% of the cost of the plan the employee shall pay 25% of such cost.

2. Flexible Spending Account

The Committee will offer members a flexible spending account (“FSA”) for health care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

The City will offer members a flexible spending account (“FSA”) for qualifying Dependent Care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

B. Pension

Multi-purpose facility technicians and maintenance employees shall be included under the terms of the Massachusetts Municipal Retirement Plan.

C. Tax-Free Annuity

The Committee agrees to allow multi-purpose facility technicians and maintenance employees to take advantage of the federal law concerning tax-free annuities.

D. Workers’ Compensation

Multi-purpose facility technicians and maintenance employees shall be included under the terms of the Workers’ Compensation Act, General Laws of the Commonwealth, Chapter 152. Members shall comply with the District’s policies and procedures for the filing and processing of a worker’s compensation claim. Employees at their option may use their sick days on a pro rata basis to make up the difference between the workers’ compensation and their wages.

**ARTICLE IV
WORKING CONDITIONS**

A. Personnel Files

1. Multi-purpose facility technician and maintenance files shall be maintained under the following circumstances:

- a. Any written communication that is to become a part of a multi-purpose facility technician or maintenance employee’s official file, maintained in the Superintendent’s office, will be indicated as such on the communication.
- b. The employee shall have the right to submit a response to the statement. The employee’s answer shall be included in the file.

Prior to inclusion in the file, the employee's response shall be initialed and dated by the administrator to whom it is directed.

- c. Upon written request to the superintendent, an e employee shall be given access to his/her file without unreasonable delay.
 - d. Upon receipt of a written request to the superintendent, the employee shall be furnished a reproduction of any material in his/her file, subject to payment of such materials according to the policies of the Committee. The first twenty pages shall be provided free of charge.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
 3. Official grievances filed by any multi-purpose facility technician or maintenance employee under the grievance procedure as outlined in the collective bargaining agreement shall not be placed in the personnel file of the employee.

B. CORI Policy

1. Employees shall be subject to CORI checks and a state and national fingerprint-based criminal background check (hereinafter collectively referred to as CORI information) consistent with the Amesbury Public Schools CORI Policy and applicable state law, including but not limited to M.G.L. c. 71 s. 38.
2. In implementing its CORI Policy, the Committee agrees that the Superintendent and his confidential administrative assistant shall be the individuals responsible for requesting, reviewing and handling CORI information. The Superintendent may allow building principals to review such CORI information in the Superintendent's office, where the Superintendent determines that the principal's review of such information is appropriate.
3. All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth at Paragraph 2.
4. Members shall be required to complete a CORI Request Form and any other required authorizations prior to the filing of such request by the administration. Use of this form shall serve as the member's notice that the CORI check is being performed. Upon a members' written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.

5. Any discipline action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.

C. Epi-Pen Administration

1. All members shall participate in training provided by Amesbury on the use and administration of an Epi-Pen to students with life threatening allergies. Members who refuse to do so may be disciplined in the following manner: for the first offense, a verbal warning; for the second offense, a written warning, a copy of which shall be included in the member's personnel file; for the third offense, a suspension; for the fourth offense, termination.
2. Members shall cooperate with Amesbury administrators and nursing staff in the health care plan meeting for individual students. Members shall communicate to the nursing staff and building principal any concerns or inabilities on their part to administer an Epi-Pen as part of a student's individual health care plan. In the case of a member's enunciated inability to administer an Epi-Pen, alternative accommodation shall be made within the student's individual health plan for the administration of the Epi-Pen. Members will not be disciplined or penalized due to their inability to administer an Epi-Pen.
3. School nurses are the first line for the provision of health care services in the Amesbury Public Schools.

D. ID Badges

1. Employees shall be required to wear photo identification badges. Said badges shall be worn by employees in a clearly visible manner, promptly upon entering the building and at all school events at which the member is functioning in his/her official capacity.
2. At the start of each school year, the Committee shall provide one (1) identification badge for each employee. In the event an employee requires a replacement badge, the first replacement badge will be provided by the Employer at no cost to the employee. Thereafter, the employee will be responsible for the cost of any replacement badge.
3. Employees shall not be responsible for any costs associated with the original badge or the first replacement badge. The employee shall be responsible for the cost of any additional replacement badge(s).
4. The doctrine of progressive discipline will be followed relative to any violations of this policy.

E. Valid Massachusetts Driver's License

Employees driving a school owned vehicle must provide proof of a valid driver's license and ability to operate a motor vehicle in Massachusetts, upon request.

F. Evaluation

Employees will be evaluated annually using the instrument attached hereto as Appendix C.

**ARTICLE V
TRANSFERS**

A. Job Posting and Bidding

When a position covered by this Agreement becomes vacant, or any new position covered by this Agreement is created, such vacancy shall be posted in a common area and the boiler room of each building. The notice of vacancy which is posted shall include the rate of pay, number of hours worked per week, work location, duties and qualifications for the position, and shall remain posted for five (5) work days. Employees interested shall apply in writing within the five (5) work day period. Unit employees on leave when a vacancy is posted shall be notified of the opening via telephone and electronic mail.

The superintendent or his designee will award the position to the applicant the superintendent or his designee deems to be most qualified. If, in the opinion of the superintendent or his designee, there are equal qualifications among the highest rated applicants, the superintendent or his designee will award the position to the best qualified senior applicant. The superintendent shall, where appropriate, obtain the recommendation of the school principal prior to making the appointment.

It is mutually agreed between the parties that if no applicant is deemed qualified by the superintendent or his designee, the superintendent or his designee may fill the position from outside the bargaining unit.

B. Transfers

1. Multi-purpose facility technicians and maintenance employees may request transfer to a vacant position located at another school or location in Amesbury which has been posted in accordance with Section A.
2. The decision to grant a transfer request shall be within the sole discretion of the Superintendent and/or Principal, with the recommendation of the Facilities Director. In considering a transfer request, the needs of the system, the needs of the particular building or site, and the employee's

performance record and qualifications may be considered. No appointments from outside the unit shall be made to positions posted as vacant until pending transfer requests for such openings have been considered.

C. Probationary Period

New hires shall be subject to a probationary period of ninety (90) calendar days, during which time the employee shall be considered to be at-will. The termination of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE VI
LEAVES OF ABSENCE**

A. Sick Leave

1. Employees shall be entitled to fifteen (15) days of sick leave for each year of employment to be accumulated at the rate of 1.25 days per month.

Days of sick leave not used by an employee may be accumulated to a maximum of 150 days.

2. An employee shall be entitled to up to ten (10) of their fifteen (15) days of sick leave each year in case of emergency, illness or injury in the immediate family which requires a custodian and maintenance employee to care for or to make arrangements for necessary medical or nursing care. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law, or other relative living in the employee's household. The ten (10) days shall be chargeable to the custodian's/maintenance employee's sick leave total and these days are not in addition to the fifteen (15) sick days accumulated each year.
3. Sick leave will be granted for a period specifically limited to the actual period of the employee's disability caused or contributed to by medical, surgical or obstetrical conditions.
 - a. Medical and/or other relevant evidence of disability shall be provided by the individual seeking sick leave of more than five (5) days – unless there is cause – if requested to do so by the superintendent.
4. Information on sick leave for each multi-purpose facility technician and maintenance employee shall be provided upon written request. The information shall be provided to the employee in a sealed envelope.

5. Notwithstanding any prior provision of this Agreement, for any multi-purpose facility technician/maintenance employee absent for five consecutive school days or where sick leave abuse is suspected, the superintendent or building principal or Facilities Director shall have the right to request a state-certified physician's certificate of illness and fitness to return to work from the employee.
6. All members of the bargaining unit shall be provided with access to the X2 System so that they may view/track their own paid leave benefits granted under this Agreement. The employee shall notify the Business Office in writing of any discrepancies in the employee's paid leave balances. The Business Office will work with the employee to resolve the issues presented.

B. Sick Leave Bank

It is the parties' intent to establish and administer a Sick Leave Bank for the members of the Multi-Purpose Facility Technicians and Maintenance Workers bargaining unit represented by AFT Massachusetts, and to pool a portion of the sick leave allowances granted under this agreement to provide for continued payment of employees with catastrophic or prolonged illnesses or injury.

1. A Sick Leave Bank shall be established effective September 1, 2012.
2. Participation in the Sick Leave Bank shall be voluntary. Any employee wishing to participate in the bank must, if eligible, agree to maintain short-term/long-term disability insurance coverage as a condition for entry into and participation in the bank. No employee shall be allowed to draw days from the Sick Leave Bank until after the one (1) year anniversary of their entry into the bank.
3. Any employee who wishes to participate in the Sick Leave Bank must elect to do so in writing on a form agreed to by the parties, and by no later than September 30th of each year or within two (2) weeks of their date of hire. The election by an employee to participate in the bank shall remain in force for the duration of the school year, and then from year to year unless it is revoked in writing on a form agreed to by the parties no later than September 30th of each year.
4. With the establishment of the Sick Leave Bank, and upon entry into the bank employees who elect to participate shall be required to contribute two (2) days of their accrued sick leave to the bank. In the event applying the terms of this paragraph would cause the bank to remain below the minimum specified in paragraph 5, the provisions of this paragraph may be reapplied. In the event applying the terms of this paragraph would cause the bank to

exceed the maximum specified in paragraph 5, the provisions of this paragraph shall not be applied.

5. The Sick Leave Bank shall at all times maintain a minimum of twenty-five (25) days in reserve. If the number of days falls below the minimum then each employee will contribute one (1) additional day. However, the total number of sick leave days in reserve shall not exceed a maximum one hundred (100) days.
6. A Sick Leave Bank Committee to consider eligibility for an employee to draw upon the Sick Leave Bank shall be established. This committee shall consist of four (4) members including two (2) members appointed by the Federation, and two (2) members of the School Committee appointed by the Chair of the School Committee. In the event a vote of the Sick Leave Bank Committee results in a tie when considering eligibility of an employee to draw upon the Sick Leave Bank, the Superintendent of Schools shall break the tie by applying the provisions of Section 7 below. All decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.
7. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an employee to draw from the Sick Leave Bank, and in determining the amount of leave:
 - a. An employee must submit written medical evidence, i.e. a medical doctor's note, indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness or injury, and the date the employee may expect to return to work.
 - b. An employee must have exhausted all accrued days of paid leave in their employee benefits, including but not limited to accrued sick, personal, and vacation time.
 - c. If an employee is eligible, they must produce documentation showing that they are maintaining short-term/long-term disability insurance coverage. If an employee is not eligible, they must produce documentation showing that they have applied for and been denied short-term/long-term disability coverage.
 - d. An employee's prior utilization of his/her sick leave.
 - e. An employee's prior requests for and use of sick leave drawn from the Sick Leave Bank.
8. No days may be granted from the Sick Leave Bank for any reason other than that due to prolonged illness or injury. Days may not be granted for

the normal or usual illness due to pregnancy, childbirth, or the recuperation there from, except when accompanied by a medical doctor's note that said employee could not perform the duties appropriate to his/her position because of unusual or abnormal complications occurred during such illness.

9. Upon compliance with SECTION 6 by an employee, the Sick Leave Bank Committee shall issue a grant of days from the Sick Leave Bank reserves. The initial grant shall be no less than five (5) days and no more than thirty (30) days.
10. In the event an employee needs additional days then SECTIONS 7, 8, and 9 may be reapplied, up to a total of ninety (90) days per illness.

C. Funeral Leave

1. Five (5) days maximum funeral leave shall be granted to members upon the death of anyone in the immediate family or anyone residing in the same household with the member. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law.
2. Funeral leave of one day shall be allowed on the death of grandparents, grandchild, aunt, uncle, niece, nephew, or in-laws other than those set forth above.

D. General Leave

1. Leaves of absence, without pay, may be granted on account of prolonged illness, needed rest, child-rearing necessities of the home and allied reasons; or they may be granted for the purpose of professional improvement.
 - a. General leaves of absence shall be granted for no more than all or part of one school year. A general leave that begins after the start of a school year may be extended through the following school year upon approval of the Facilities Director, principal and the superintendent.
 - b. The salary status of a multi-purpose facility technician or maintenance employee on leave of absence without pay remains unchanged during the period of leave. No increments will be given for the year of absence.
2. Time off, without loss of pay, shall be granted for the observation of any required religious holiday for those multi-purpose facility technician and maintenance employees who adhere to said religious faith.

E. Personal Leave

1. Multi-purpose facility technicians and maintenance employees shall be granted three (3) days of Personal Leave annually to be used for personal affairs that cannot be conducted during non-school hours. Personal Leave may not be accumulated.
2. Whenever possible, an employee shall give twenty-four (24) hours notice of such absence due to personal reasons on a form supplied by the Office of the Superintendent. The approval of requests made in advance of the required notice shall be completed and returned to an employee as soon as possible and normally within three (3) days. Requests for Personal Leave shall not be unreasonably denied.
3. Personal Leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the superintendent or his/her designee and shall not be unreasonably denied. Employees requesting an exception under this provision must do so at least ten (10) school days prior to the requested leave date. Personal Leave will not be granted for recreation, vacations, job interviews, private enterprises or political functions. Employees do not have to specify a reason for Personal Leave.

F. Jury Duty

1. An employee summonsed to serve on jury duty or to appear in court as a witness must notify his/her immediate supervisor upon receipt of the summons. For Commonwealth of Massachusetts judicial proceedings, an employee who is summoned to jury duty or to appear in court as a witness shall receive their full daily rate of pay for the first three (3) days of juror or witness service. If required to serve beyond three (3) days, the employee will be paid his/her full daily rate of pay for a period of up to four (4) additional days, however any payment or fees received by the employee from the courts (other than expenses) must be turned over to the District. A copy of the check must be given to Business Office. If serving in another state, the state law concerning jury/witness duty will guide the rate of pay requirements for that employee's jury/witness duty and the employee will continue to receive full pay up to a maximum period of seven (7) days per year.
2. Employees shall be required to submit evidence of jury/witness duty service to the Amesbury Public School Business Office.

3. On any day or half-day that an employee is not required to serve, he/she will be expected to report to work.

G. Military Leave

1. Military leave of absence, without pay, may be granted to a permanent employee inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.
2. Eligible members will be granted leave in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

H. Family Medical Leave Act (FMLA)

Eligible members will be granted leave in accordance with the federal Family and Medical Leave Act and may use accrued sick time for leave due to their own personal illness.

I. Parental Leave

Eligible members will be granted leave in accordance with the Massachusetts Parental Leave Act, M.G.L. c. 149, s. 105D and may use accrued sick time for leave due to their own personal illness.

J. Small Necessities Leave Act

Eligible members will be granted leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, s. 52D, and may use available Personal or Sick Leave for absences granted under this section. An eligible employee may elect to take leave granted under this section in half day increments, however, accumulated Personal or Sick Leave may only be substituted if the reason for the leave would normally have qualified for paid leave. Where an employee's paid leave has been exhausted such leave is unpaid.

**ARTICLE VII
GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Union that there has been a violation, misinterpretation, or unfair or unjust application of any of the provisions of this Agreement.

2. As used in this Article, the term “employee” shall mean either an individual employee or a group of employees having the same grievance.
3. The Union may initiate and process grievances under the following procedure, acting in place of the employee.

B. Adjustment of Grievances

1. Level 1 – Facilities Director

- a. An employee may present a grievance in writing to the Facilities Director within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his complaint, unless the grievant has a valid excuse for later filing.
- b. The employee and the Facilities Director shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Union representative; but where the employee is represented, she/he must be present. Whenever a grievance is presented to the Facilities Director by the employee personally, the Facilities Director shall give the Union representative the opportunity to be present and state the views of the Union.
- c. The Facilities Director shall communicate his/her decision in writing to the aggrieved employee and to the Union representative who participated within five (5) school days after receiving the complaint, unless the Facilities Director has a valid excuse for later filing.

2. Level 2 – Superintendent of Schools

- a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the superintendent of schools or his designee within ten (10) days after the decision of the Facilities Director has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 1.
- b. The superintendent of schools or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Union representative shall be given at least five (5) days notice of the conference and an opportunity to be heard.

- c. Notice of the conference shall also be given to the principal/supervisor who may be present at the conference and present her/his views.
- d. When the employee is not represented by the Union at this level, the superintendent of schools or his designee shall furnish the Union with a copy of the appeal from Level 1 together with notice of the date of the conference. In such cases, the Union may be present and state its views.
- e. The superintendent or his designee shall communicate his/her decision in writing together with the supporting reasons, to the aggrieved employee, and to any Union representatives who participated at this level within fifteen (15) days after receiving the appeal, unless the superintendent has a valid reason for later filing.
- f. The principal of the school/supervisor shall also receive a copy of any decision at this level.

3. Level 3 – School Committee

- a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decision at Level 2 to the school committee within ten (10) school days after the decision of the superintendent of schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.
- b. The Committee shall meet with the aggrieved employee with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Union representative shall be given at least five (5) days notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the superintendent and principal who may be present at the conference to state their views.
- d. When the employee is not represented by the Union at this level, the Committee shall furnish the Union with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views.
- e. The Committee shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and to any

Union representatives who participated at this level within fifteen (15) days after receiving the appeal.

- f. The superintendent and the principal shall also receive a copy of any decision at this level.

4. Special Procedures for Grievances Relating to Salary and Leave Matters

- a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, or that the person's absence was improperly calculated shall be filed directly with the superintendent of schools or his designee. In such cases, the provisions of the general procedures shall apply to the presentation and adjustment of the grievance that:

- 1. The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for late filing.

The provisions of the general procedures relating to Level 3 shall apply to any appeal to the Committee from the decision of the superintendent of schools.

5. Time Limits

The time limits in the Article may be altered only by mutual agreement of the parties in writing.

6. Adjustment of Grievance

Informal adjustments to grievances may be made by the employee and the Facilities Director, if the Union and the Committee approve.

**ARTICLE VIII
ARBITRATION**

- A. A grievance dispute which was not resolved at the level of the Committee under the Grievance Procedure may be submitted by the Union to arbitration. The proceeding may be initiated by notifying the Committee and the American Arbitration Association of a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Committee under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

- B. 1. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
- 2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the Committee and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- C. The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring, or continue, and that it will not represent any employee in any grievance denied by the decision of an arbitrator.

**ARTICLE IX
UNION PRIVILEGES AND RESPONSIBILITIES**

A. Fair Practices

As sole Collective Bargaining Agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, age, sexual orientation, marital status, or participation in or association with the activities of any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, gender, age, sexual orientation, marital status, or participation in or association with the activities of any employee association.

B. Dues Check-Off

The Union may secure authorization for payroll deduction for Union dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Amesbury to submit such sums to the Union Treasurer no later than ten (10) days after such deduction is made. Dues deduction will be standard monthly for all members.

C. Allowed Time for Union Negotiations

1. The principal and the Facilities Director shall recognize the Union building representatives of the Union in the school.
2. The superintendent, or his/her designee, will meet with a committee of the Union, if requested to do so, with adequate notice. Such meetings will take place at a time mutually agreeable to both parties.

D. Bulletin Boards

The Union shall be provided a bulletin board or space on any existing bulletin boards in each school and other work locations for the posting of notices and other materials and shall be responsible for the maintenance of its materials.

E. Union Meetings

The authorized representative of the Union shall have the right to schedule Union meetings in the building before or after regular class hours.

F. Protection of Individual and Group Rights

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives from meeting with any employee for mutual expression of the employee's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation and negotiation with the Union. Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate supervisor or processing a grievance on his/her own behalf in accordance with the Grievance Procedure, heretofore set forth in Articles VII and VIII.

G. Information

The Committee shall make available to the Union, upon its reasonable request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. The Committee agrees to provide the Union President or his/her designee with the following information, in writing, on all members of the bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) e-mail, if on file.

The Union shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

H. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by City, state, or federal law, rule, or regulation.

I. Printing of the Agreement

The Committee and the Union agree to share equally the cost of reproducing the Agreement and in sufficient quantity to distribute a copy to each member of the bargaining unit employed by the Committee and to each member of the Committee and administration and additional copies as requested by the Union and Committee.

**ARTICLE X
MANAGEMENT RIGHTS**

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Under the laws of Massachusetts, the Committee elected by the citizens of Amesbury is charged with the responsibility for the quality of education of the Amesbury Public School system. It is acknowledged that the Committee has final responsibility for establishing the educational policies of the public schools of Amesbury, for the management of said schools and for directing their operation – a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interests of the City of Amesbury. It is further acknowledged that the superintendent of schools of Amesbury has the responsibility for carrying out the policies so established.

**ARTICLE XI
SAVING CLAUSE**

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XII
LAYOFF PROCEDURE**

- A. 1. If a reduction in a department and/or classification, e.g., maintenance skilled worker, or multi-purpose facilities technician, results in the layoff of an employee with the least seniority in the department and/or classification shall be laid off, provided that the following factor, when applied to a more senior employee, in the department and/or classification, is at least equal to the employee to be laid off:
- a. Performance based upon written evaluations within the three (3) year period prior to layoff.
2. Laid off employees can bump less senior employees in inverse order of seniority in another department and/or classification of the bargaining unit, provided the bumping employee has the qualifications to perform the job of the employee to be bumped.
3. The word “qualification” as used in this Agreement means the ability to satisfactorily perform the job in question after receiving only such instructions as are necessary to become familiarized with the duties, procedures and requirements of the job, and to meet the average standards of quality and quantity established for that particular job without any further training or experience.
- B. Seniority is the length of continuous service in a position of multi-purpose facility technician and/or maintenance worker in the Amesbury Public Schools, including time spent on paid leaves of absence authorized under this Agreement. Employees who have transferred to other departments and/or classifications shall maintain their overall seniority. Unpaid leaves of absence of one year or more shall not count in the computation of seniority but will not constitute a break in continuous employment.
- C. Multi-purpose facility technicians and maintenance employees who have been laid off shall be entitled to recall to their former department and/or classification for a period of two years from the effective date of their layoff. During the recall period, multi-purpose facility technicians and maintenance employees who have been laid off shall be notified of any openings in the former department and/or classification and offered employment on a last-out first-in basis. During the recall period, employees who have been laid off shall be given preference on the substitute list.
- D. Recall notices will be sent to laid off employees by registered return receipt mail to their last address of record, with copies being sent to the Union. A recalled employee shall have seven (7) days after receipt of the recall notice to accept that position. An employee who accepts recall may, upon request, be given an additional two (2) weeks to return to work if required to provide notice to his or her

then current employer. If the employee either rejects the recall offer or fails to respond to the recall notice, the employee's name shall be bypassed on the recall list and the position shall be offered to the next person, if any, on the recall list. An employee who rejects a recall offer or fails to respond to a recall notice for the second time shall be removed from the recall list and all rights of recall shall terminate.

- E. To the extent permitted by law, employees shall be allowed to maintain insurance coverage by paying the full premium to the City during the recall period.
- F. A list specifying the seniority of each member of the bargaining unit and any changes in the list of specialized positions shall be prepared by the Committee and forwarded to the President of the Union and Union Chair within thirty (30) days following the execution of this Agreement. Updated lists shall be supplied by the Committee annually thereafter. Any list submitted by the Committee will become final at the end of thirty (30) days following submission to the Union, and will not thereafter be subject to grievance or arbitration.

ARTICLE XIII WORKING CONDITIONS

A. Work Week

The normal hours of work for multi-purpose facility technicians shall be eight hours per day, five consecutive days, Monday through Friday, inclusive, between the hours of 6:00 a.m. and 6:00 p.m., and 2:00 p.m. through 11:30 p.m. with one-half hour for lunch.

The normal hours of work for maintenance personnel shall be eight hours per day, five consecutive days, Monday through Friday, inclusive, from 7:00 a.m. to 4:00 p.m. with one hour for lunch. With one week's notice to the employee, the superintendent of schools have the option to change working hours between the hours of 6:00 a.m. and 6:00 p.m. if in the interest of the school department.

During vacation periods the five consecutive days will be worked between 7:00 a.m. and 6:00 p.m.

In the event of a snow storm or other exigent circumstances, a maintenance employee's work hours may be adjusted temporarily by the Superintendent or his/her designee. When the snowstorm or other exigent circumstances pass, the employer's work schedule will revert back.

B. Overtime

1. Except in an emergency, all overtime work must be authorized by the Superintendent or his/her designee prior to being worked. Except for a ten minute leeway period after the ending of a shift, all time worked in excess of eight hours in any one day or forty hours in any one regularly scheduled five-day work week shall be paid at time and one half.
2. All employees called back to work for emergencies shall be paid at least two hours at time and one half.
3. Available overtime shall be distributed first by seeking volunteers as follows:
 - a. Multi-purpose facility technicians assigned to the building where the overtime is to be performed shall be offered the work on the basis of a rotating seniority list. Once that list has been exhausted, then
 - b. such overtime work shall be offered to maintenance employees on the basis of a rotating seniority list. Once that list has been exhausted, then
 - c. such overtime work shall be offered to the other multi-purpose facility technicians in the system on the basis of a rotating seniority list.
4. Overtime assignments will first be offered to bargaining unit members. In the event that there are insufficient volunteers to fill overtime assignments, then employees may be required to work. In the event that after mandated overtime has been ordered, there are still insufficient employees available to fill the overtime needs of the District, then a substitute from outside the unit may be assigned by management. No member of the bargaining unit shall be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period unless by mutual agreement, and consent of the employee.

C. Miscellaneous

Second shift multi-purpose facility technicians shall receive \$750.00 in addition to their base salaries.

All employees required to work with hazardous materials shall receive adequate training.

Multi-purpose facility technicians shall not be required to pick up or deliver mail in their personal vehicles.

D. Vacations

All regular full-time employees shall be entitled to vacation time with pay. The vacation period for multi-purpose facility technicians shall be from July 1 to the third week in August. Vacations may, however, be taken during vacation periods or at other times during the school year with the approval of the Superintendent or his/her designee.

Vacations shall be granted under the following procedures:

1. Vacations shall be scheduled in advance. Employees shall provide no less than two (2) calendar weeks advance notice for all requests to schedule vacation time. Where such notice is provided, response shall be given within seven (7) calendar days. If the request is not responded to within the required seven (7) day period, it shall mean the request has been approved and the member may take his/her requested vacation time.
2. Vacations shall be subject to the needs of the school system.
3. Vacations shall be subject to the approval of the administration.
4. Entitlement
 - a. Employees who have completed one year and up to and including the third year of service shall be granted ten (10) days vacation time.
 - b. Employees who have completed three years up to and including the tenth year shall be granted fifteen (15) vacation days.
 - c. Beginning with the eleventh year of service, employees will be granted twenty (20) days of vacation.

Regular part-time employees shall receive vacation pay on a pro rata basis.

5. Vacation days must be used within the year granted and may not be carried over from fiscal year to fiscal year. Employees may “buy back” up to five (5) unused vacation days each fiscal year, so long as the employee provides notice to the Business Office by June 1 of his/her request to do so.

E. Holidays

The following shall be paid holidays and all full-time employees shall be paid eight hours straight time pay:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Good Friday¹
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
1/2 Day Before Christmas²
Christmas Day
1/2 Day Before New Year's Day²

¹ If granted under Teacher Contract.

² If holiday occurs between Tuesday and Saturday inclusive.

An employee required to work on any of the above listed holidays shall be compensated at time and one-half their regular hourly rate of pay for all hours worked. In addition, an employee required to work on any of the above listed holidays shall receive an additional day off with pay to be taken on a day mutually agreed by the employee and his/her immediate supervisor.

F. Assistance In Assault Cases

So far as permitted by General Laws of the Commonwealth currently in force, the Committee shall provide indemnification whenever any multi-purpose facility technician or maintenance employee shall become eligible therefore.

G. Paid Work Breaks

All bargaining unit members who work a regular eight and one-half (8 ½) hour shift are entitled to two (2) paid fifteen (15) minute breaks as follows:

Day bargaining unit members will take one (1) break between 9:00 a.m. and 10:00 a.m. The second break will be taken between 1:30 p.m. and 2:30 p.m.

Evening bargaining unit members will take one (1) break between 4:30 p.m. and 5:30 p.m. The second break will be taken between 8:30 p.m. and 9:30 p.m.

These breaks may not be included as part of the meal break and may not be taken at the beginning or end of the shift.

**ARTICLE XIV
THIRD SHIFT**

Bargaining Unit Employees shall be assigned and expected to work on Saturdays and Sundays when there is a community group or other group utilizing school department facilities. Weekend work schedules, including the determination that weekend work is required, shall be determined by the principal and the Facilities Director based upon the activity that is scheduled for the building. The employee assigned to work shall be paid up to eight hours at overtime rate, except that on days of inclement weather, when they shall be paid up to ten hours at overtime rate. During the hours worked, the employee shall assist the community or other group, as well as perform work within the building as assigned by the employee's building principal and/or the Facilities Director. The employee shall also be responsible for answering or addressing alarm calls throughout the system. The employer agrees to provide a radio or other means of communication for the assigned employee so that he/she shall be reachable by the appropriate representative of the community or other group.

**ARTICLE XV
UNIFORMS**

All multi-purpose facility technicians and maintenance employees must wear school department approved uniforms at all times when working while school is in session. This applies equally to those employees who work shifts when students are not in the building (i.e., second shift). The uniform shall consist of a zippered hooded sweatshirt, a pullover sweatshirt or a vest, a shirt and dark pants. Shorts may be worn by all bargaining unit members from the closure of school in June until the first teacher day of the school year. Jeans of any type shall not be acceptable. The style of the sweatshirts, vest, shirt and pant shall be decided upon by the employer, only after accepting input from the Union president. Each year, the employer shall provide one (1) zippered hooded sweatshirt, one (1) pullover sweatshirt or one (1) vest, and three (3) new shirts or two (2) pair of pants to each employee, at the discretion of the employee. The employer further agrees to replace an employee's hooded sweatshirt, pullover sweatshirt or vest, shirt and pants if such hooded sweatshirt, pullover sweatshirt or vest, shirt, and pants is destroyed during the course of the employee's work.

Effective July 1, 2019, the employer will reimburse each employee up to one hundred dollars (\$100.00) annually to purchase work appropriate shoes/boots. Said reimbursement shall be paid promptly upon receipt of receipts to the Facilities Director.

**ARTICLE XVI
HEPATITIS B VACCINATION**

All employees required to work in bathroom facilities shall be immunized against Hepatitis B by the City nurse at the City's cost, and reimmunized in accordance with generally accepted medical practices.

**ARTICLE XVII
LICENSE STIPENDS**

A Licensed Pipefitter, a Licensed Hydraulic or an Apprentice Plumber shall be paid \$600.00 in addition to their base salary.

Effective July 1, 2007, the Apprentice Plumber stipend referenced above is eliminated. However, any employee hired prior to June 30, 2007 who previously received said stipend shall be considered to be "grandfathered" and shall continue to receive the stipend.

In the event the School Committee reinstates the Facilities Director position, by whatever title known, it may choose not to fill the Working Foreman/Supervisor stipendiary position.

License stipends shall be paid in addition to base salary and according to the schedule found in Appendix B.

**ARTICLE XVIII
DURATION**

A. This document integrates two separate Collective Bargaining Agreements as follows:

1. An Agreement which shall be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2020; and,
2. An Agreement which shall be effective as of July 1, 2020 and shall continue in full force and effect until June 30, 2023.

B. The parties agree that no later than October 1, 2022 they will enter into negotiations for a successor Agreement to become effective July 1, 2023. Negotiations for a successor Agreement will include any matters covered by this Agreement, and any other matters which the parties mutually agree to be negotiable.

The Parties hereto have caused this Contract to be executed by their duly authorized agents on this 31st day of January, 2020.

AMESBURY SCHOOL COMMITTEE

AFT AMESBURY, LOCAL 1033, AFT
AFT MASSACHUSETTS, AFL-CIO
FACILITIES AND MAINTENANCE UNIT

By: Kassandra Ione
Its Chairman

By: Cynthia C. Gentry
Its President

**APPENDIX A
SALARY SCHEDULE**

**EFFECTIVE JULY 1, 2019
(.5% INCREASE)**

Step	MPFT	Skilled Craftsmen	Electrician/Plumber
1	\$22.11	\$23.44	\$26.63
2	\$23.22	\$24.57	\$27.80
3	\$24.81	\$25.70	\$28.97
10	\$25.44	\$26.34	\$29.70

**EFFECTIVE JANUARY 1, 2020
(1.5% INCREASE)**

Step	MPFT	Skilled Craftsmen	Electrician/Plumber
1	\$22.44	\$23.79	\$27.03
2	\$23.56	\$24.94	\$28.22
3	\$25.19	\$26.08	\$29.41
10	\$25.82	\$26.74	\$30.14

**EFFECTIVE JULY 1, 2020
(2.0% INCREASE)**

Step	MPFT	Skilled Craftsmen	Electrician/Plumber
1	\$22.89	\$24.26	\$27.57
2	\$24.04	\$25.44	\$28.78
3	\$25.69	\$26.60	\$30.00
10	\$26.33	\$27.27	\$30.75

**EFFECTIVE JULY 1, 2021
(2.0% INCREASE)**

Step	MPFT	Skilled Craftsmen	Electrician/Plumber
1	\$23.35	\$24.75	\$28.12
2	\$24.52	\$25.95	\$29.36
3	\$26.20	\$27.14	\$30.60
10	\$26.86	\$27.82	\$31.36

**EFFECTIVE JULY 1, 2022
(2.0% INCREASE)**

Step	MPFT	Skilled Craftsmen	Electrician/Plumber
1	\$23.82	\$25.24	\$28.69
2	\$25.01	\$26.47	\$29.94
3	\$26.73	\$27.68	\$31.21
10	\$27.40	\$28.37	\$31.99

**APPENDIX A
SALARY SCHEDULE**

**EFFECTIVE JANUARY 1, 2023
(.5% INCREASE)**

Step	MPFT	Skilled Craftsmen	Electrician/Plumber
1	\$23.93	\$25.37	\$28.83
2	\$25.13	\$26.60	\$30.09
3	\$26.86	\$27.82	\$31.36
10	\$27.54	\$28.51	\$32.15

NOTE

All members of the bargaining unit advance to Step 10 upon completion of ten (10) years of continuous service with the Amesbury Public Schools in the bargaining unit.

**APPENDIX B
LICENSE STIPENDS**

<u>POSITION</u>	<u>ANNUAL STIPEND</u>
Working Foreman/Supervisor ¹	\$9,025
Master Electrician	\$3,250
Journeyman Electrician/Plumber	\$2,625
Apprentice Plumber/Grandfathered ²	\$600
Licensed Pipefitter	\$600
Licensed Hydraulic	\$600

¹ In the event the School Committee reinstates the Facilities Director position, by whatever title known, it may choose not to fill the Working Foreman/Supervisor stipendiary position.

² Effective July 1, 2007, the Apprentice Plumber stipend referenced above is eliminated. However, any employee hired prior to June 30, 2007 who previously received said stipend shall be considered to be “grandfathered” and shall continue to receive the stipend.