

**Agreement Between
Milton School Committee**

And

A.F.S.C.M.E. Council 93, Local 1395

7-1-19 to 6-30-22



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**ARTICLE I
RECOGNITION CLAUSE**

The Committee 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 members of the bargaining unit as defined in Labor Relations Commission Order # MCR 109, dated October 10, 1966. Effective July 1, 2003, the position of “utility person” is added to the bargaining unit. This position will be a floating position, will perform both custodial and maintenance duties as required as assigned by the Facilities Director. In the event that a utility person is assigned to a single building and not more than one (1) per building, he/she will report to the Senior Custodian and building principal.

**ARTICLE II
COMMITTEE RIGHTS CLAUSE**

The Committee and the Union agree that the Committee shall retain and reserve all statutory rights, authority and obligations in the administration of the school department and the direction of its employees. All functions, rights, powers and authority which the committee now has or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions and authority of an employer, which it has not specifically delegated or modified by this agreement are recognized by the Union to be retained by the Committee.

**ARTICLE III
DUES DEDUCTION**

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of Dues card. During the life of this agreement and in accordance with the terms of the form of Authorization of check-off of Dues hereinafter set forth, the Committee 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 remits the aggregated amount to the Treasurer of the Union along with the a list of employees who have had said Dues deducted. Effective January 1, 2016, the monies shall be promptly electronically transmitted to the Union by direct deposit to an account or accounts in a financial institution(s) of the Union’s choosing. The Committee shall not be responsible for any disputes between individual Union members and the Union and the Union agrees to hold the Committee harmless in any dispute between individual members and the Union. Authorizations will be in writing in the AFSCME dues authorization form.

**ARTICLE IV
NO DISCRIMINATION**

There shall be no discrimination by foremen, superintendents or other agents of the employer against any employee because of their activity or membership in the union, nor

because of race, color, religious creed, age, sex, gender identity, sexual orientation, genetic information, national origin, ancestry or marital status.

ARTICLE V NO STRIKE CLAUSE

No member of the bargaining unit covered by the terms and provisions of this agreement shall, during the life of this Agreement, engage in, induce or encourage any strike, work stoppage, slowdown or concerted effort to withhold service.

ARTICLE VI SAVINGS CLAUSE

Any practice or precedent in effect on the date of execution of this agreement which has not been altered, amended or modified by the provisions of this agreement shall remain in full force and effect.

ARTICLE VII GRIEVANCE PROCEDURE

- A. Definition:** For the purpose of this Agreement a grievance shall be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Union and the Committee over the interpretation, inequitable or discriminatory application of an expressed written provision of this agent
- B. Procedure** since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 1. Level One** An employee covered by this Agreement who has a grievance shall discuss it with his(her) Immediate superior either personally or through the appropriate representative within five (5) business days from the date on which the incident giving rise to the grievance has occurred or when the employee has knowledge of such incident.
 - 2. Level Two** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, said grievant and or the Union may appeal to the superintendent. Such appeal shall be in writing setting forth the details of the grievance. The applicable provisions of the Agreement and decision, if any, rendered in Level One. Within ten (10) school days after receipt of the written grievance by the superintendent, he/she or designee shall confer with the grievant.

3. **Level Three** If the grievant is not satisfied with the written decision of the superintendent or if no decision has been rendered after the regularly scheduled meeting of the committee next following the conference, the Union may, within thirty (30) calendar days thereafter, submit the grievance to arbitration as provided in this Agreement.

ARTICLE VIII ARBITRATION

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not select an arbitrator within fifteen (15) calendar days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitrator Association. The parties shall determine by lot which party is to strike the first name. The name remaining after each has been eliminated two (2) shall be the arbitrator.

The arbitrator shall be bound by the written submission of both parties of the grievance. His decision shall not extend beyond said submission nor alter, amend or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the committee. Further, the arbitrator shall render his decision within thirty (30) calendar days from the date of the completion of the hearing, which decision shall be final and binding on both parties to this Agreement.

ARTICLE IX CIVIL SERVICE

The Committee and the Union shall recognize and adhere to all Civil Service and State Labor Laws, rules and regulations relative to seniority, transfers, discharges, removals and suspensions. The Committee will provide written notification of all new employees hired into the bargaining unit to the Chapter chairmen.

ARTICLE X SENIORITY

System Seniority shall prevail in the preference of work assignments, selection of vacation periods, overtime selection and reductions in force. Seniority shall control for transfers within classification.

- A. For employees hired on or before December 31, 2012, seniority shall be established in accordance to MGL 31, section 33 In the event that more than one person is appointed from an eligible list established as a result of a competitive examination into group "A" of the bargaining unit on the same day, his/her test score, i.e. his/her ranking on the Civil Service List shall be used to establish his/her seniority.

- B. For employees hired on or after January 1, 2013, seniority of an employee shall mean his ranking based on length of service, computed as provided in this section. Length of service shall be computed from the first date of full-time employment as a permanent employee, including the required probationary period, in the department unit, regardless of title, unless such service has been interrupted by an absence from the payroll of more than six months, in which case length of service shall be computed from the date of restoration to the payroll; but upon continuous service following such an absence for a period of twice the length of the absence, length of service shall be computed from the date obtained by adding the period of such absence from the payroll to the date of original employment; provided, however, that the continuity of service of such employee shall be deemed not to have been interrupted if such absence was the result of (1) military service, illness, educational leave, abolition of position or lay-off because of lack of work or money, or (2) injuries received in the performance of duty for which compensation was paid pursuant to chapter one hundred and fifty-two, provided that the employee notifies the appointing authority, in writing, not later than six months after the final payment of compensation aforesaid that he is ready, willing, and able to do his former work and files with said appointing authority a certificate of a registered physician that he is able to perform the duties of his position in an efficient manner, and is restored to the payroll.
- C. In the event that a Reduction in Force occurs, employees in any category may bump an employee with less seniority in the same or lower category within the same classification. For purposes of this section, "lower category" shall constitute a category with a lower rate of pay. Differential shall not be considered when determining whether an employee is in the same or lower category.

In the event that a Reduction in Force is necessary, the School must provide the impacted employee(s), as well as the Union, with at least thirty (30) days' notice of such plans.

ARTICLE XI HOLIDAYS

A. Custodians:

The following holidays shall be recognized as paid holidays for employees in group "A" (custodians)

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday, provided school is not in session
- Patriots Day (Monday)
- Memorial Day
- Independence Day
- The Friday before Labor Day

Labor Day
Columbus Day
Veterans Day
One Half Day before Thanksgiving Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

The Half day shall be defined as one half (1/2) hour after the close of school for pupils, except when school is not in session, one half (1/2) day shall be defined as four (4) hours.

If one (1) of the above- described holidays fall on a Saturday, the employee shall be granted another day off at the discretion of the Superintendent.

If a holiday, above, falls within a scheduled vacation period of an employee, such employee shall be credited with another day of vacation.

If an employee whose regular schedule does not include Saturdays and Sundays works on a paid holiday, the employee will be paid double time for work on the paid holiday itself or the Saturday or Sunday of a holiday weekend. A holiday weekend is defined as a weekend when a holiday falls on Fridays through Mondays.

When an employee covered by this agreement works on one of the following holidays for an outside vendor, he/she will be paid double time for that work:

New Years Day
Easter Day
Thanksgiving Day
Christmas Day.

In order to be eligible for holiday pay under this article, the employee must work his regularly scheduled workday before and his regularly schedule workday after the holiday. Approved leave with pay, except undocumented sick days, shall be synonymous with work.

B. Cafeteria Workers:

The following holidays shall be recognized as paid holidays for employees in group "B" (cafeteria workers):

New Years Day

Martin Luther King Day
Good Friday, provided school is not in session
Memorial Day
The Friday before Labor Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

If one (1) of the above- described holidays fall on a Saturday, the employee shall be granted another day off at the discretion of the Superintendent.

If an employee is required to work on one (1) of the paid holidays, such employee shall be paid at the straight time rate and shall receive a holiday allowance at his/her regular daily rate.

When school is closed by order of the superintendent because of inclement weather, the cafeteria workers shall be paid at their regular rate for that day to a maximum of three (3) days per school year.

If cafeteria workers attend the convention, as requested by the Director of Food Service, They shall be paid at their regular rate of pay for the day of attendance at the convention.

In order to be eligible for holiday pay under this article, the employee must work his regularly scheduled workday before and his regularly schedule workday after the holiday. Approved leave with pay except, undocumented sick days, shall be synonymous with work.

ARTICLE XII WORK TIME/OVERTIME

A. General Work Week Custodians:

The Work Week shall be five (5) consecutive days, Monday through Friday, and any eight (8) consecutive hours, exclusive of lunch periods, shall constitute a day's work.

Overtime: Overtime shall be at the rate of time and one half of the base rates for work perform beyond eight (8) hours per day and forty (40) hours per week.

If an employee is called back to work after the completion of his eight (8) hours per day or forty (40) hours per week, he shall be guaranteed three (3) hour's work at the

overtime rate of pay except for weekday/evening Milton Parks and Recreation rentals which shall be paid at one (1) overtime hour except at the Cunningham/Collicot Schools and the High School, which shall be paid two (2) overtime hours. This exception shall not be extended to include groups other than Milton Parks and Recreation or weekend rentals by Milton Parks and Recreation which shall continue to be paid at the three (3) hour minimum or greater rate.

The Committee agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the reasons for the proposed change, the impact of the proposed change and an opportunity to suggest alternatives. No proposed change shall be instituted within thirty (30) days from the date of notice to the Union. The parties may mutually agree to institute within thirty (30) days from the date of the notice to the Union. The parties may mutually agree to extend the time period. In the event of the failure to agree on this proposed change, the Committee shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

When the school buildings are used for any purpose, either educational or by outside groups, the superintendent of schools will determine whether or not there will be custodial coverage.

If a custodian is required to check his school on a Saturday, Sunday or holiday, he/she shall be paid the minimum or three (3) hour's work at the overtime rate of pay.

Overtime assignments: will be divided equally and impartially through an overtime list for each Building. A list of overtime opportunities shall be maintained at each building; that is, if an employee is asked to work overtime and he/she refuses, he/she will be charged for those hours for the purpose of this list. Said list shall commence with the most senior employee in that building and overtime opportunities shall be rotated among those employees. A system wide list shall rotated in the same manner as the individual building list, shall be maintained and administrated by the Union for those occasions when coverage on an overtime basis for a building cannot be secured at a building.

When all custodians have refused to cover an overtime opportunity, the Administration shall assign the least senior custodian to cover the overtime opportunity. This coverage shall be rotated through the entire bargaining unit.

Overtime pay shall be included in the pay check issued in the pay period following the completion of the work.

Non-School Functions (private overtime)

When an outside (non-school) group cancels a function, with less than eight (8) hours notice, the group must pay the custodian a minimum of three hours. Further, any Massachusetts Interscholastic Athletic Association (MIAA) Functions Conducted at

Milton Public Schools the school department will assign more than one custodian to such events.

B. Work time for Cafeteria Workers:

The work week for Group B employees at each school shall be as follows

1. High School:

Head Cook	5 days/week	7.25 hours/day
Asst Cook	5 days/week	4.75 hours/day
Manager	5 days/week	8.00 hours/day
Café Helper	5 days/week	5.00 hours/day
Café Helper	5 days/week	4.00 hours/day
Café Helper	5 days/week	4.00 hours/day
Café Helper	5 days/week	4.00 hours/day
Café/helper/cashier	5 days/week	5.00 hours/day
Café/helper/cashier breakfast*	5 days/week	2.00 hours/day
Fresh Pizza Maker/Asst. Cook	5 days/week	5.00 hours/day
Café/helper/cashier	5 days/week	4.00 hours/day

2. Pierce Middle School

Manager	5 days/week	7.25 hours/day
Head Cook	5 days/week	6.00 hours/day
Café helper	5 days/week	4.00 hours/day
Café/helper/cashier breakfast*	5 days/week	3.00 hours/day
Café helper/cashier	5 days/week	3.50 hour/day
Café helper/cashier	5 days/week	3.50 hours/day
Café helper /cashier	5 days/week	3.50 hours/day
Café helper	5 days/week	3.50 hours/day

3. Cunningham /Collicot Elementary:

Manager	5 days/week	7.25 hours/day
Head Cook	5 days/week	6.00 hours/day
Assistant Cook	5 days/week	5.00 hours/day
Café helper/cashier	5 days/week	6.50 hours/day
Café helper/cashier	5 days/week	5.00 hours/day
Café helper/cashier	5 days/week	3.75 hours/day

Café helper	5 days/week	4.00 hours/day
Café helper	5 days/week	3.75 hours/day
Café helper/cashier	5 days/week	3.75 hours/day
Assistant Cook/Breakfast Support*	5 days/week	2.00 hours/day

4. Glover Elementary:

Manager	5 days/week	7.00 hours/day
Asst Cook	5 days/week	4.75 hours/day
Café helper/cashier	5 days/week	3.75 hours/day
Café helper/cashier	5 days/week	3.75 hours/day

5. Tucker Elementary:

Manager	5 days/week	6.50 hours/day
Asst Cook	5 days/week	3.75 hours/day
Café helper/cashier/breakfast*	5 days/week	3.25 hours/day
Café helper/cashier	5 days/week	3.75 hours/day
Café helper	5 days/week	3.75 hours/day

*Positions labeled “breakfast” can be held in addition to other food service positions in which case the rate of pay is the same as for the other position.

The above days and hours shall be minimums. In the event that it becomes necessary for employee to work more than the minimum number of hours in a work day, the employee shall be compensated for the additional time at the regular rate. (The preceding shall not affect the provisions of Article XXVIII; that is, when an employee is called back to work after having left the work place, he/she shall be paid at the time and one-half rate with a guarantee of three (3) hours pay.)

In the event that the School Committee fails to provide at least forty eight (48) hour notice to cafeteria employees of extra work: that is, preparing food other than the regular breakfasts and lunches, the employees performing this extra work will receive a minimum of one (1) hour pay for said work.

Employees will be required to work on District-wide professional development half days and the Fall half day for parent/teacher conferences; except, the third half day which will be voluntary, except for those whose position includes the breakfast shift, who will be required to work at least the breakfast shift. Those employees who do report for work on the third half day will be compensated at their regular rate for the hours they work.

Exam Periods: During exam periods, employees assigned to the High School may be assigned to other schools, during their usual scheduled hours, as a need is determined by the Administration.

- C. Lunch for all employees, regardless of shift assignment, should be taken in the middle of their shift and the employee may not forgo a lunch period in order to arrive late for or leave early from work.
- D. All employees covered by this Agreement shall attend training in school safety and security protocols as required by the School Administration.
- E. **Van Driver:** The Van Driver position shall be a Group A position. During the school year, plus one week before the start of the student school year and one week after the student school year, the Van Driver shall work eight (8) hours per day for the Food Service Department and shall report to the High School. During the school vacation weeks and summer months (when students are not in school), the Van Driver will be assigned as a Junior Custodian. The Van Driver will be eligible for overtime opportunities at the school to which he is assigned.

ARTICLE XIII CLASSIFICATION & WAGE RATES

Bargaining unit members shall be paid in twenty-six (26) substantially equal bi-weekly payments. Bargaining unit members will receive all salary payments by direct deposit to an account or accounts in financial institution(s) of their choice, which may be confirmed electronically. In the extraordinary event that an employee cannot comply with the requirement that they receive their paycheck through direct deposit due to severe hardship, such as an inability to access a bank or financial institution during off hours or an inability to access an ATM within a reasonable geographic distance for the employee's worksite or home, the employee may petition the Assistant Superintendent for Business Affairs for an exemption. The Assistant Superintendent for Business Affairs shall review the request for an exemption and will notify the employee of his finding. No other appeal may be commenced by the employee or the Association relative to the exemption request and, further, the provisions of this clause are not subject to the parties' grievance and arbitration procedure.

A. Custodians (Group A):

	FY 20	FY 21	FY 22
Senior Custodians			
High School/District-wide*			
Step 1	1,282.88	1,406.24	1,434.37
Step 2	1,298.93	1,422.61	1,451.06
Step 3	1,315.17	1,439.17	1,467.96
Step 4	1,328.31	1,452.57	1,481.62
Step 5	1,341.60	1,466.13	1,495.45
Step 6	1,355.01	1,479.81	1,509.41
Pierce Middle School			
Step 1	1,163.45	1,186.72	1,210.46
Step 2	1,178.01	1,201.57	1,225.60
Step 3	1,192.72	1,216.57	1,240.90
Step 4	1,204.64	1,228.73	1,253.31
Step 5	1,216.71	1,241.04	1,265.86
Step 6	1,228.86	1,253.43	1,278.50
Three-man Schools** (Cunningham, Collicot, Glover, Tucker)			
Step 1	1,058.65	1,079.82	1,101.42
Step 2	1,071.90	1,093.34	1,115.20
Step 3	1,085.28	1,106.99	1,129.13
Step 4	1,096.12	1,118.05	1,140.41
Step 5	1,107.11	1,129.25	1,151.84
Step 6	1,118.21	1,140.57	1,163.38
Two-man School			
Step 1	1,031.69	1,052.32	1,073.37
Step 2	1,044.60	1,065.49	1,086.80
Step 3	1,057.63	1,078.78	1,100.36
Step 4	1,068.20	1,089.56	1,111.35
Step 5	1,078.89	1,100.47	1,122.48
Step 6	1,089.67	1,111.46	1,133.69
Junior Custodian/Van Driver			
Step 1	843.40	860.27	877.47
Step 2	864.26	881.54	899.17
Step 3	897.19	915.14	933.44
Step 4	933.13	951.79	970.82
Step 5	944.80	963.69	982.97
Step 6	956.60	975.73	995.24
Step 7	966.15	985.48	1,005.30
Step 8	975.83	995.35	1,015.26
Step 9	985.59	1,005.30	1,025.40

Utility Person

Step 1	897.13	915.07	933.37
Step 2	933.14	951.80	970.84
Step 3	944.79	963.68	982.95
Step 4	956.86	976.00	995.52
Step 5	966.15	985.48	1,005.19
Step 6	975.82	995.34	1,015.25
Step 7	985.58	1,005.29	1,025.39
Step 8	995.44	1,015.35	1,035.65
Step 9	1,005.37	1,025.48	1,045.99

*Effective July 1, 2020, the Senior Custodian High School is renamed to the Senior Custodian High School/District-wide with a salary adjustment of five thousand dollars (\$5,000) for the year. The parties agree that this position will be reviewed annually.

** If the Cunningham and Collicot schools have a shared senior custodian, that person will be paid at the Pierce Middle School Senior rate.

B. Cafeteria Workers (Group B):

	FY 20	FY 21	FY 22
Manager High School			
Step 1	20.62	21.55	22.23
Step 2	20.89	21.82	22.51
Step 3	21.13	22.07	22.76
Step 4	21.34	22.28	22.98
Step 5	21.54	22.48	23.19
Step 6	21.76	22.70	23.41
Manager Pierce Middle School			
Step 1	19.81	20.71	21.38
Step 2	20.03	20.94	21.62
Step 3	20.45	21.37	22.05
Step 4	20.64	21.57	22.25
Step 5	20.85	21.78	22.47
Step 6	21.05	21.98	22.68
Head Cook			
Step 1	19.30	20.19	20.85
Step 2	19.55	20.45	21.12
Step 3	19.79	20.69	21.36
Step 4	19.98	20.89	21.56
Step 5	20.18	21.09	21.77
Step 6	20.37	21.29	21.97
Assistant Manager			
Step 1	18.03	18.90	19.54
Step 2	18.24	19.11	19.75

Step 3	18.45	19.33	19.97
Step 4	18.63	19.51	20.15
Step 5	18.82	19.71	20.35
Step 6	19.00	19.89	20.55

Assistant Cook

Step 1	17.61	18.47	19.09
Step 2	17.84	18.71	19.34
Step 3	18.04	18.91	19.55
Step 4	18.23	19.10	19.74
Step 5	18.40	19.28	19.92
Step 6	18.58	19.47	20.11

Cafeteria Helper Cashier

Step 1	16.19	17.02	17.62
Step 2	16.39	17.23	17.83
Step 3	16.59	17.43	18.03
Step 4	16.75	17.59	18.20
Step 5	16.91	17.76	18.37
Step 6	17.07	17.93	18.54

Cafeteria Helper

Step 1	15.86	16.69	17.28
Step 2	16.05	16.89	17.48
Step 3	16.24	17.07	17.67
Step 4	16.40	17.24	17.84
Step 5	16.55	17.40	18.00
Step 6	16.72	17.56	18.17

Group B employees shall receive their step increase on their anniversary date.

Effective July 1, 2019, Managers, Head Cooks and Assistant Cooks in each school's kitchens must be Serve Safe certified and will receive an annual stipend of one hundred and fifty dollars (\$150).

**ARTICLE XIV
SHIFT DIFFERENTIALS**

- A. There shall be an 8% differential for the 11am/7pm and 2:30pm/10:30pm shifts on the basic hourly wage, a 9% differential for the 4 pm/12 am shift, and a 10% differential for the night shift, 10:00pm/6:00am. In the event that the School

Administration determines that the shift for the senior custodian at any building shall be either 1 PM to 9 PM or 11 AM to 7 PM, the senior custodian shall receive an eight percent (8%) shift differential.

- B. The differential shall be paid to those employee on the night shifts during the normal school recesses, except for the summer recess; during their vacation period, provided that said vacation occurs during the period of the year when the night shifts are in force; for any personal or sick leave days during the period when said employees are assigned to night shift.
- C. The Committee reserves the right to discontinue said night shifts as it deems appropriate including but not limited to the summer or other school recesses.

ARTICLE XV WORKING OUT OF CLASSIFICATION / PROMOTIONS

Whenever a junior custodian substitutes for a senior building custodian, the junior custodian shall be compensated for such time at the same step held by the senior custodian for whom he/she is substituting.

The “out of classification pay” shall not apply for short periods, such as coffee-breaks or lunch coverage, but shall be applied when periods of more than four (4) consecutive hours are involved.

A junior custodian who is promoted to a permanent position as a senior custodian shall be placed at the first step of the senior custodian’s pay schedule at the school to which he is appointed for a period of six (6) months, at the end of which period, he shall be placed on the next step for a period of six (6) months. At the completion of the second six (6) month period, he shall be placed at the third step of the pay schedule established for the school to which he has been assigned as permanent senior custodian.

When a permanent vacancy, as determined by the School Committee, occurs in a bargaining unit position, it shall be posted by the School Committee for a period of five (5) working days. If a bargaining unit employee applies for a vacant posted position, and meets the stated minimum qualifications and experience for the position, he/she will be guaranteed an interview for the position. Applicants shall be considered on the basis of multiple factors, including but not limited to qualifications, such as past training, certifications/licenses, and other relevant qualifications for the position, prior work experience, job performance, evaluations, references and interview. When all such factors are determined to be equal in the judgment of the School Superintendent, the position shall go to the most senior applicant.

**ARTICLE XVI
PERSONAL INJURY BENEFITS**

Whenever an employee covered by this Agreement is absent from school as a result of personal injury cause by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury. For the first thirty (30) work days, no part of such absence will be charged to his/her accumulated sick leave. The Superintendent may, on a case-by-case basis, extend the time for which nothing will be charged to his/her accumulated sick leave. Thereafter, the employee may elect to use accumulated sick time (by using one-third (1/3rd) of a sick day for each day of absence) or the sick leave bank (if eligible) to make up the difference between any workers' compensation and his/her full salary. An employee who has exhausted his/her accumulated sick time may apply to the Sick Leave Bank for additional days, regardless of whether he/she was eligible to join the bank and the review of the application will be the same as any other request for sick leave days from the bank.

For injuries resulting from assault or which are construction related, an employee his/her will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence will be charged to his/her accumulated sick leave.

**ARTICLE XVII
VACATION**

A. Entitlement

Custodians may take up to two (2) weeks vacation in any month during the school year: provided, however, that no more than two (2) employees in each of the classifications listed above may be on vacation in each on the afore-described months. Selection of said weeks shall be made by eligible employees by their seniority on a system wide basis.

The periods of time during which vacations may be selected shall be determined by the Superintendent of Schools.

The Superintendent of Schools shall determine the number of employees who may be on vacation at any one time during the calendar year.

Custodians shall be eligible for vacation as follows:

Those employees with service of at least	Who, during the preceding calendar year, worked at least	Shall be granted vacation and pay at the flat rate of the classification
--	--	---

6 months	N/A	1 week
1 year	24 weeks	1 additional week
5 years	24 weeks	3 weeks
10 years	24 weeks	4 weeks
20 years	24 weeks	5 weeks

Employees of the Committee in classifications set forth in Group “B” shall be eligible for vacation as follows:

Those employees with service of at least	Who, during the preceding calendar year, worked at least	Shall be granted vacation and pay at the flat rate of the classification
24 weeks	24 weeks	10 days
5 years	24 weeks	12 days
10 years	24 weeks	4 weeks
20 years	24 weeks	5 weeks

Effective January 17, 2006, current Group B employees will have a one (1) time option to choose between either continuing to receive vacation time as per the current practice or to receive the dollar equivalent of vacation time as an annual payment which will be determined by years of service.

All new Group B hires as of January 17, 2006 will no longer be eligible for vacation time or pay but will be eligible for longevity upon qualification under the existing terms of the Agreement.

The anniversary date for the purpose of determining vacation entitlement is the date of hire. Vacation may be taken in daily increments.

B. Vacation buy back/rollover

Employees who have completed Five (5) or more years of service may receive a cash settlement for vacation time earned but not used. A request for vacation buy back must be made in writing, endorsed by the supervisor, and received to payroll by no later than December 1st of each year for payment by December 15th of each year. An eligible employee may request up to 40 hours of vacation buy back each year provided they have up to 40 hours of vacation time with the School Department. The school department shall provide quarterly notification of available time to the bargaining unit employees.

ARTICLE XVIII
SICK LEAVE

The parties agree that sick leave is for an employee's personal illness only. Employees of the Committee covered by this Agreement shall accrue sick leave in the following manner:

A. Custodians shall earn Fifteen (15) days per year during the term of this Agreement with unlimited accumulation.

B. Cafeteria Workers during the term of this Agreement shall earn per year the following:

<u>Those employees with service of:</u>	<u>shall earn</u>
Six (6) months to one (1) year	4 days
One (1) year to five (5) years	8 days
Five (5) years	12 days

With unlimited accumulation.

C. Doctor Certification:

The School Administration may require that an employee covered by this Agreement who has been absent more than three (3) consecutive days provide a doctor's note.

D. Sick Leave Bank:

The Sick Leave Bank will enable all bargaining unit members to voluntarily contribute one (1) day per year; (i.e., one day the first year, one day the second year, etc.) of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by a bargaining unit member intending to return immediately after the prolonged illness.

Sick Leave Bank Days will be carried over from year to year to a maximum of two hundred fifty (250) days.

General Provisions and Requirements for Eligibility:

1. The sick leave bank will be used only when the bargaining unit member is prevented from working because of sickness or injury to the member and when this disability is of a prolonged nature; that is, ten (10) consecutive working days or more.
2. To be eligible for Sick Leave Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the bargaining unit member since

his/her employment or at least twenty (20) percent of the maximum accumulated sick leave available to the bargaining unit member since his/her last prolonged illness.

3. A doctor's certificate shall be required for benefits under the sick leave bank.
4. The Sick leave bank will cover prolonged illness, but only after the applicant's accumulated sick days have been exhausted. Example: A bargaining unit member who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using Sick Bank days from the thirteenth (13th) to the thirtieth (30th) sick days.

The sick bank will cover only seventy-five (75) working days with full pay for any one (1) prolonged illness and the plan will end on the last day of the fiscal year in which the prolonged illness began.

5. A bargaining unit member using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which he states his intent to return to service immediately after the prolonged illness for a minimum of at least the length of the leave and to meet all terms of the regulations. Default of this signed agreement would result in refunding to the Town of Milton twice the amount of the salary received while covered by sick leave from the Sick Leave Bank. Any change in the agreement must have prior approval by the Sick Leave Bank Committee.

Membership:

A bargaining unit member eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract must be submitted by October 1st of each year. When making said application to the Bank, a bargaining unit member must contribute one (1) sick day. If the Bank falls below fifty (50) days, a bargaining unit member will have the option of contributing one (1) additional sick day in order to continue membership in the Bank.

Administration:

The Sick Leave Bank will be administrated by a committee of four (4): two (2) members representing the union and two (2) members representing the School Committee. All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirements as specified above. Only those bargaining unit members who each year voluntarily contribute to this Bank shall be eligible for its benefits.

Amendments to these regulations can be made by mutual agreement, in writing, between the School Committee and the union.

The Chapter Chair of the Union shall appoint annually a member of the bargaining unit to record the number of days available in the Sick Leave Bank and to make a report of the same on a monthly basis to the Sick Bank Committee.

E. Long Term Absence Coverage:

The School may utilize one (1) substitute non-bargaining unit employee only in the event that two (2) bargaining unit members, per building (for these purposes, "building" shall be defined as follows: a) the High School; b) the Middle School; c) Cunningham/Collicot; d) Glover/Tucker), are absent for more than five (5) consecutive work days.

The substitute non-bargaining unit employee shall only cover the workload of one (1) absent bargaining unit member. The 2nd absent bargaining unit member's workload shall be covered as follows: the first day of coverage shall be by on-duty building custodians under the direction of the Senior Custodian and Operations Manager, and the second day of coverage shall be by an overtime assignment, provided that the coverage scenario described in this paragraph shall only apply when a substitute non-bargaining unit employee is being used.

This provision shall not apply to employees who are absent for more than five (5) consecutive work days due to approved vacation leave.

**ARTICLE XIX
SICK LEAVE BUY BACK**

Written notice of intent to retire must be submitted by October 1st of the year preceding the effective date of retirement. Employees covered by this Collective Bargaining Agreement who have completed ten (10) consecutive years of service in the Milton Public School system, and who submit written notice to the Superintendent of Schools of their retirement, shall be compensated for unused accumulated Sick Leave. Such payment shall be based on 30% of the employee's unused accumulated sick leave at the rate of twenty (\$20.00) dollars per day of unused Sick leave. Effective July 1, 2006, the rate shall be thirty (\$30.00) dollars, and effective July 1, 2007, the rate shall be forty (\$40.00) dollars. In the Event that mandatory retirement requirements make impossible compliance with the notice requirements of this Article, Then such notice shall be waived. Further, in the Event that the employee who gives such notice of retirement should die before the date of retirement, then the compensation due under this Article shall be paid to the Estate of such employee.

**ARTICLE XX
PERSONAL DAYS**

Employees covered by this Agreement will be granted four (4) personal days off with pay, non-accumulative, each year of this Agreement. Two (2) days may be taken without

reason or notice. The remaining two (2) days, the employee will provide the superintendent or his/her designee a forty eight (48) hour notice with no reasonable request denied.

ARTICLE XXI FUNERAL LEAVE

In the event of death in the immediate family of an employee, he or she will be granted leave with pay at the straight time rate on the day of the funeral, if it is a work day, and for a maximum of four (4) additional workdays, including the day of the funeral and the day after the funeral. "Immediate family" of an employee is defined as spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild or any relative living in the household of the employee.

Part-time employees

Persons employed on a part time basis may be granted that portion of the allowance provided in the above paragraph, which their part-time service bears to full-time service.

ARTICLE XXII JURY DUTY

An employee called for jury duty on days falling within his or her usual work period for the committee shall be paid for those days the difference between the compensation he/she would have received from the committee and his/her fee for such service.

ARTICLE XXIII MILITARY DUTY

An employee called for an annual tour of duty with the military forces shall be paid an amount equal to the difference between compensation for a normal working period of two (2) weeks and the amount paid for such military services. The temporary military duty shall in no way affect the regular vacation time earned by the employee.

ARTICLE XXIV GROUP MEDICAL COVERAGE

The committee agrees to continue and accept Chapter 32B of the General Laws Authorizing the town of Milton to provide a plan of group life insurance, group accidental death and dismemberment insurance, and the group general or blanket hospital, surgical and medical insurance for certain persons in the service of the Town of Milton and their dependants.

**ARTICLE XXV
LEAVE OF ABSENCE**

A. Custodians:

Leave of absence requested in writing by any employee and granted by the committee in its discretion shall be without compensation and limits to a period of not less than two (2) weeks or more than sixty (60) calendar days. Such Leave of absence maybe extended beyond such sixty (60) day period in any individual case for good cause by the committee upon written application made in advance of the leave.

B. Cafeteria Workers:

Leave of absence may be granted upon recommendation of the Director of Food Service.

**ARTICLE XXVI
UNIFORM ALLOWANCE**

For all custodians, there shall be a five hundred (\$500) dollar allowance for specified uniforms to be purchased at a vendor's site. Employees in Group "B" covered by this Agreement shall receive a total clothing allowance of two hundred dollars (\$200.00) per calendar year.

The committee shall provide one "foul weather gear" set per building for custodians. The committee shall annually provide each Food Service employee with three (3) shirts.

**ARTICLE XXVII
TEMPORARY CAFETERIA HELP**

Temporary employees in the cafeteria service who are retained for sixty (60) calendar days shall be, if employment is continued, entitled to the benefits of this Agreement, insofar as they are applicable to group "B".

**ARTICLE XXVIII
CAFETERIA AFTER WORK PAY**

Cafeteria workers who, after having completed their regular scheduled days' work, are called back to perform work shall be paid at the time and one-half rate with a guarantee of three (3) hours' pay.

Cafeteria employees who perform the duties of a custodian shall be paid either one and one half (1 ½) their normal hourly wage (current practice) or the straight hourly rate of a Junior Custodian at Step One, whichever is greater.

ARTICLE XXIX POSTING AND BIDDING FOR VACANCIES

Vacancies by shift or building shall be posted for five (5) working days, and an applicant shall be selected within fifteen (15) working days thereafter.

The Employer reserves the right to appoint no one, or to withdraw the posting at any time. However, any appointment made shall be in accordance with this procedure of a minimum five (5) day posting and a maximum fifteen (15) day selection period.

ARTICLE XXX LONGEVITY

Employees in the classification of Custodian shall receive annual longevity payments as follows:

Effective July 1, 2019:

- After ten (10) or more years of service in the School department measured from their respective date of hire: \$600.00
- After fifteen (15) or more years of service in the School department measured from their respective date of hire: \$700.00
- After twenty (20) or more years of service in the School department measured from their respective date of hire: \$800.00
- After twenty five (25) or more years of service in the School department measured from their respective date of hire: \$900.00

Effective July 1, 2020, the amount paid on each longevity step will be increased by one hundred dollars (\$100).

Effective July 1, 2021, the amount paid on each longevity step will be increased by an additional two hundred dollars (\$200).

Cafeteria Employees: who satisfy the service requirements set forth above shall be entitled to said longevity payments on a prorated basis. A separate schedule for cafeteria employees shall be provided.

Group B. Longevity is pro-rated by both the length of the day and the length of the work year. The proration for the length of the year is calculated by taking the sum of 180 days plus 10 Holidays plus the number of Vacation days (if any) earned per Article XVII and

dividing that sum by 260. The proration for the length of the day is determined by dividing the hours the length of the employee's work day per Article XII by 8 hours.

ARTICLE XXXI JUST CAUSE

An employee who has completed his/her probationary period, will not be disciplined without just cause; provided, however, employees who are covered by Civil Service must elect to proceed pursuant to this Article or Civil Service procedures on the date on which such employee submits a grievance pursuant to the provisions of the Grievance Procedure set forth in this Agreement.

ARTICLE XXXII LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will be established to discuss matters of mutual concerns two representative of the Union and two representatives from Management. This Committee shall meet at the request of either party.

ARTICLE XXXIII UNION SECURITY

The Chapter chair and association representative designated by the chapter chair shall be entitled to release time and /or paid leave to perform association business including attendance at monthly meetings and / or yearly conventions during the work day with prior written notification. Employees who use such release time and /or paid leave shall suffer no loss in wages, benefit, or other contractual or statutory benefit as a result of such use.

The Chapter Chair/Steward will be granted reasonable time during working hours to investigate and settle grievances without loss of pay.

ARTICLE XXXIV EVALUATION

The Parties agree, during the first year of this Agreement, to establish evaluation documents and procedures which shall not be used for disciplinary purposes for each unit with the understanding that no bargaining unit employee shall evaluate another bargaining unit employee.

The evaluation will be discussed by the employee and the immediate supervisor once per year. For custodians and cafeteria employees, “immediate supervisor” shall be the building principal.

ARTICLE XXXV WORK CREWS

Work crews may be established during vacations. Work Crews will be used primarily during the summer vacation except when circumstances out of the ordinary require work crews to be used during school vacations. During the summer, when the Employer utilizes work crews, the staffing level of Milton High School shall never fall below five (5) employees. Milton High School shall not lend out more than two employees at any one time to another school. At the end of the summer school session, all schools that received Milton High School employees shall send back the same number of employees received to Milton High School.

ARTICLE XXXVI PERSONNEL FILE

The Employer shall keep one (1) Official personnel file for each employee and comply with all state and federal statutes in the keeping and maintaining of said file.

ARTICLE XXXVII DRUG & ALCOHOL

Drug & Alcohol Testing

- Any employee who tests positive for alcohol (concentration of .08) or for any illegal drug will be subject to disciplinary action.

Policy statement

- It is the policy of the school department that the public has the absolute right to expect that persons employed by the district will be free from the effects of drugs and alcohol. The School District, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of an employee of the School District.

Prohibitions

- Employees shall be prohibited from:
- Consuming alcohol at any time during or just prior to the beginning of their work shift, or within any School District Buildings, or on any School District

properties and/or School District vehicle while engaging I School District business

- Possessing, using, selling, purchasing or delivering any illegal drugs at any time.

Drug/Alcohol Testing

- Where the School District, through its Superintendent of Schools, has reasonable suspicion to believe that (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the School District shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement. The foregoing shall not limit the right of the School District, through its Superintendent of Schools to conduct any testing it may deem appropriate for persons seeking employment prior to their date of hire.

Order to submit to testing

- Within forty-eight (48) hours of the time the employee is ordered to testing as authorized by this agreement, the School District shall provide the employee with a written notice setting forth the facts and interference which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Treatment / Discipline

- If an employee tests positive for alcohol as defined above, the employee shall receive treatment from a treatment facility. The employee shall not be disciplined for the first positive test for alcohol; however, the employee may be subject to random testing for the period of twelve (12) months. The positive test shall be noted in his /her personnel file and shall remain for a period of twelve months (12) from the date of the positive test provided the employee does not have a second positive test in that twelve (12) month period. In the event of a second positive test during the above mentioned of twelve (12) month period both the first and second test shall remain in the personnel file for a period of twelve (12) months from the date of second positive test.
- If an employee test positive for drugs, the employee shall receive treatment from a treatment facility. The employee will be disciplined but said discipline shall not include dismissal. The employee will be subject to random drug testing for twelve (12) months.

- A second positive test for either alcohol or drugs will result in discipline up to and including dismissal.

Disciplinary Action

- Any disciplinary action against an employee for violations of this Agreement shall only be just cause as defined in this Agreement and Massachusetts General Law Chapter 31.

**ARTICLE XXXVIII
CONSOLIDATED FACILITIES**

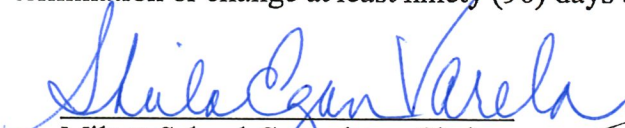
The parties agree that Consolidated Facilities (Town) employees may be assigned to work in school buildings and School Department Custodians may be assigned to work in Town buildings when directed to do so by the Director of Consolidated Facilities or by the Operations Manager after consulting with the appropriate Building Principal. The custodians shall continue as employees of the School Department.

If the Superintendent, in his/her sole discretion, determines that the deployment of one or more custodians to address Town needs results in an unsatisfactory condition in a school, that condition may be remedied through one or more overtime assignments.

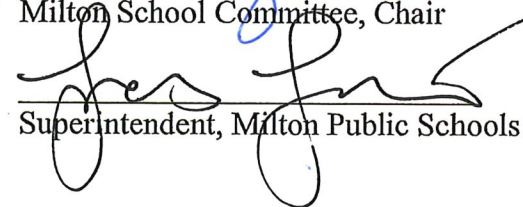
Effective no later than July 1, 2014, the School Department maintenance employees shall become employees of the Town of Milton working under the terms and conditions of employment as set forth in this Agreement

**ARTICLE XXXIX
TERM OF THE AGREEMENT**


This Agreement and the provisions thereof shall be effective as of July 1, 2019, unless otherwise indicated herein, and shall continue until and including June 30, 2022 and shall continue from year to year thereafter unless terminated or changed by the parties hereto. Either of the parties hereto desiring to terminate this Agreement or to change any section or sections of this Agreement shall notify the other party, in writing, that they desire such termination or change at least ninety (90) days before June 30, 2022.



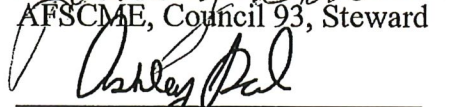
 Milton School Committee, Chair



 Superintendent, Milton Public Schools



 AFSCME, Council 93, Steward



 AFSCME, Council 93, Consultant