



LOCAL 1459

AGREEMENT

BETWEEN

THE GILL-MONTAGUE REGIONAL SCHOOL COMMITTEE

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1459**

MAINTENANCE AND CUSTODIAL EMPLOYEES

JULY 1, 2013 - JUNE 30, 2016

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AGREEMENT

This Agreement entered into this 1st day of July 2013 by and between the Gill-Montague Regional School Committee hereinafter called the "Employer" and the United Food and Commercial Workers Union, Local 1459, hereinafter called the "Union."

WHEREAS, the Employer, pursuant to the General Laws of the Commonwealth of Massachusetts, Chapter 150E, has recognized the Union as the Bargaining Representative pursuant to the certification of representation issued by the Massachusetts Labor Relations Commission on April 12, 1988, for all full-time and regular part-time Maintenance Employees as defined in Article 1 of this Agreement, and

WHEREAS, the Employer and the Union have, pursuant to the provisions of the General Laws Chapter 150E, bargained in good faith on matters relating to wages, hours, working conditions, and other conditions of employment as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and provisions hereinafter set forth, it is agreed:

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive Bargaining Representative for the purpose of collective bargaining as to the salaries, wages, hours and other conditions of employment, according to the terms of this Agreement, for all full-time and regular part-time Maintenance Employees including Custodians, Groundskeepers and Leads but excluding the Superintendent, Assistant Superintendent, Supervisors, Students, and all other Employees.

Section 2. Whenever the word "Employee" is used in this Agreement, it means the Employees in the Bargaining Unit covered by this Agreement.

Section 3. This Agreement will be binding on the Employer and its successors and assigns, to the extent permitted by law.

ARTICLE 2 - MANAGEMENT'S RIGHTS CLAUSE

Section 1. The parties agree that the operation and management of the Gill-Montague Regional School District, and the supervision of the Employees and of their work, are the rights of the Employer alone. These rights include by way of illustration and without being limited to, the making of reasonable rules to assure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making and institution of work schedules; the determination of what and where duties will be performed and by whom; and of Employee competency; the hiring, transfer, promotion, demotion, layoff, recall, discipline or discharge of Employees for just cause; and the right to discuss terms and conditions of employment with the Employees and to inform them concerning employment matters, are exclusive rights of the Employer.

Section 2. The failure by the Employer to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of any of the rights of the Employer to control, operate and manage its schools. The Union and the Employees agree that except as

otherwise specifically provided in this Agreement, nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent right of the Employer to operate and conduct its affairs with maximum efficiency or to control, direct, manage, plan and make changes in the affairs of the School District provided, however, that none of these rights shall be exercised by the Employer contrary to any specific provision of this Agreement.

ARTICLE 3 - NO STRIKE

Section 1. During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, no lockouts, no work stoppages, withholding of services, slowdowns, or interference with or interruption of the functioning of the School District by any Employees or the Union.

Section 2. Nor shall there be any strike or interruption of work during the terms of this Agreement because of any disputes or disagreements between any other persons, Employers, associations or unions who are not signatory parties to this Agreement.

Section 3. Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

Section 4. The Employer reserves the right to immediately pursue all legal courses of action in the event of a strike as defined above.

ARTICLE 4 – NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any person covered by this Agreement, with respect to their employment, based on their race, religious creed, national origin, ancestry, age (if 40 years of age or older), sexual orientation, sex, or exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity or other basis protected by applicable law, including but not limited to, qualified handicapped persons who can perform the essential functions of a position with reasonable accommodation. The Parties further agree that Employees are prohibited from discriminating against any person with whom they come in contact with during the course of their employment based on their race, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity, handicap or other basis protected by applicable law, including but not limited to their exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity.

Section 2. The Employer and the Union agree that the Union shall act as the exclusive Bargaining Representative for all Employees covered by this Agreement and shall act, represent and negotiate agreements and bargain collectively for all Employees within the Bargaining Unit, and shall be responsible for representing the interests of such Employees without discrimination on any basis including an Employee's Union membership or lack of same.

ARTICLE 5 - PROBATIONARY PERIOD CLAUSE

Section 1. A newly hired Employee during his/her first three (3) months of employment shall be a probationary Employee and shall not accrue any seniority in the Bargaining Unit. During his/her probationary period, the Employer may discharge him/her and terminate his/her employment in its sole judgment without recourse by said Employee or the Union; and the Employer's action shall not be subject to the grievance or arbitration provisions of this Agreement. During his/her three (3) month probation period, the employee shall not acquire nor accrue seniority and will not be eligible to receive any rights or benefits under this Agreement, except that Employees shall be eligible for paid holidays (except personal days) and funeral leave.

Section 2. If the Employer retains said Employee after the completion of his/her probationary period, his/her seniority in the Bargaining Unit shall be computed from the first day of his/her employment. If the Employer retains the Employee after his/her probationary period, time worked during that probationary period will be included in calculating the amount of time earned for vacation and sick leave benefit purposes. These benefits, however, will not be applied retroactively.

Section 3. When any new Employee begins work, the Union shall be notified of the Employee's name, home address (unless a specific request for privacy has been made), initial work location and shift, rate of pay and any special status such as substitute, casual or temporary Employee.

ARTICLE 6 - CHECKOFF

Section 1. On the effective date of this Contract the Employer agrees to deduct from the salaries of Employees such dues and initiation fees, as said Employees individually and voluntarily authorized the Employer to deduct. The authorization from the Employee shall be in writing on an appropriate form, which may be withdrawn by giving at least sixty (60) days notice in writing of such withdrawal to the School Committee. The District Treasurer shall deduct the said dues from each paycheck and transmit such sums so deducted to the Union on a monthly basis together with a list of Employees from whom such deductions were made.

Section 2. The Union and the Employees agree to and do hereby indemnify, defend and hold harmless the School District, the member cities and towns of the School District, the Employer, its members, Employees, agents, and representatives from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by them in making or transmitting such deductions.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A "grievance" is hereby defined to mean a claim of an alleged violation involving the meaning, interpretation, or application of this Contract. A grievance shall be in writing as to the nature of the alleged violation. The grievance shall set forth the circumstances complained of, shall make a full and complete disclosure as to the manner in which it is alleged that the Contract is violated, shall bring forward the available evidence that the Contract has been violated, and shall specify the relief sought. This language is not intended to preclude the aggrieved from inserting additional facts as soon as he/she becomes aware of them.

Section 2. The Employer and its designee shall make every effort to answer all grievances, in writing, within the time frames set forth below. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the Union shall permit the Union to proceed to the next step.

Section 3. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4. When a grievance arises, the grievance must be filed within ten (10) workdays from the day of the event upon which the grievance is based or from the date when the person had or should have had knowledge of the event. Failure to file a timely grievance shall be deemed a waiver of that grievance.

Section 5. Filing of grievances referred shall not occur during working hours. Grievance meetings shall be held at mutually agreeable times.

Section 6. Any time limits specified in this Article may be extended by mutual agreement of both parties reduced to writing.

Section 7. Upon request, the grieving Employee may be represented by a Union Representative if desired at all steps of this procedure, and the Employer may also be represented by a Representative(s) of their choice at all steps of the grievance and arbitration procedure.

Section 8. The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days prior to the date the grievance was first presented in writing.

Section 9 - Procedure:

Level One - Employees should first attempt to resolve potential grievances informally with their immediate Supervisor. If dissatisfied with the response, the Employee must present the issue in writing as a grievance to the aggrieved Employee's immediate Supervisor within ten (10) workdays of the event on which the grievance is based.

Level Two - In the event that the grievance shall not have been disposed of at Level One or in the event that no decision has been rendered within five (5) workdays after the presentation of the grievance to the immediate Supervisor, the grievance, if pursued further, shall be delivered in writing to the Building Principle or his/her designee within five (5) workdays of the disposition under Level One.

Level Three - In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within five (5) workdays after the Level Two meeting, the grievance, if pursued further, shall be delivered in writing to the Superintendent of Schools, or his/her designee within five (5) workdays of the disposition under Level Two

Level Four - In the event that the grievance shall not have been satisfactorily disposed of at Level Three or in the event that no decision has been rendered within five (5) workdays after the Level Three meeting, the grievance, if pursued further, shall be referred in writing to the School Committee within five (5) workdays. Provided the written appeal to Level Four is received by the Superintendent on the Thursday before the next regularly scheduled School Committee meeting--the School Committee shall be available to meet with the Union Representative and the

aggrieved Employee(s) at that meeting. If this deadline is not met, the grievance is otherwise timely, and is appealed to Level Four within the five (5) day time limit the School Committee will hear the grievance at the following regular scheduled meeting which shall be held on the second Tuesday of the following month. Any grievance involving a personnel matter (i.e., discipline, termination, etc.) must be submitted directly to arbitration in accordance with Level Five and will not be heard by the School Committee.

Level Five

1. In the event that the grievance shall not have been satisfactorily disposed of at Level Four or in the event that no decision has been rendered within ten (10) workdays after the Level Four meeting, the moving party must file a written demand with the American Arbitration Association within ten (10) calendar days--unless the parties have already mutually agreed, in writing, to the selection of an arbitrator. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.

2. If the Employer claims the Union has violated any provisions of this Article, including the No Strike Clause, it may present such claim to the Union, in writing, and if the parties fail to settle it within ten (10) calendar days, the Employer may submit the dispute to arbitration under the provisions of Level Five of this Article.

3. The arbitrator shall be without power or authority to extend beyond the submission agreement, or to add to, delete from, modify or alter the terms of the Contract.

4. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days after the hearing is declared closed. This decision shall be final and binding on both parties and the grievant.

5. The costs for the services of the arbitrator and the AAA shall be borne equally by the School District and the Union. However, where the parties have not reached a written settlement in which they agree to share fees/charges and one party withdraws, postpones, or cancels an arbitration, which results in fees or charges by the Arbitrator or AAA, the resulting charges/fees shall be borne by the party taking such action.

6. Only the Union or the School District may file for arbitration, not an individual Employee.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Section 1. A. The normal workweek for full-time Bargaining Unit members is five (5) eight (8) hour days, Monday through Friday and a forty (40) hour workweek. It is understood that this is not a guarantee of minimum hours of work or pay. It is further understood that a reasonable amount of overtime and weekend work may be required. All work performed on Sundays shall be voluntary. If there are no volunteers, however, the Employer may assign work as per Section 6 of this Article. All Employees directed to work on Sundays shall be compensated at time and one-half (1 1/2) their regular hourly rate. Split shift can be mandated only for those hired after July 1, 1995.

B. The Employer reserves its right to permanently change the normal workweek for any or all Employees, however, it shall notify the Union of such a contemplated change and provide the Union an opportunity, upon timely request, to meet and confer regarding the contemplated change. If no agreement as to the change is reached, the Employer retains its right to implement the change. The Union retains its right to grieve the change if it is made in an arbitrary or capricious manner.

Section 2. An Employee shall be compensated at time and one-half his/her hourly rate of pay for all authorized hours worked in excess of eight (8) hours worked in one day or in excess of forty (40) hours worked in any workweek.

Section 3. Employees assigned to work shifts of more than six (6) consecutive hours shall receive a one-half (1/2) hour paid lunch break at a time designated by the Superintendent or his/her designee. It is understood that this lunch break will normally be scheduled at or near midshift.

Section 4. Employees working a minimum of four (4) consecutive hours shall be allowed one (1) ten (10) minute rest period during their first four (4) hours of work and one (1) ten (10) minute rest period during their second four (4) consecutive hours of work as scheduled by the Superintendent or his/her designee. Breaks taken at other than scheduled times without the prior approval of the Employee's Supervisor are not permitted.

Section 5. Employees shall comply strictly with the Employer's procedures governing rest periods and lunch breaks and any abuse thereof shall subject Employees to disciplinary action.

Section 6. Assignment of Overtime - When the Superintendent or his/her designee requires that overtime work be performed; he/she shall assign overtime work on an equitable basis among Employees within each building who are fully qualified to perform the work required. Whenever practical, overtime work shall be assigned on a rotating basis among fully qualified Employees within each building. A rotating overtime list ranking Employees by seniority shall be utilized within each building in the following manner:

A. The first opportunity for overtime shall be given to the most senior Employee in continuous length of service with the School District who is fully qualified to do the work. If that Employee refuses the offered overtime or works the overtime, he/she then moves to the bottom of his/her building rotation for assignment of overtime purposes. If the Employee at the top of the list refuses the overtime, the next Employee on the list who is qualified to perform the work shall be offered it. The Superintendent or his/her designee shall continue down the list until he/she finds a fully qualified volunteer or he/she exhausts the list.

B. If no fully qualified volunteer(s) is found utilizing this procedure the Employer or its designee shall assign the overtime work among the fully qualified Employees starting with the least senior fully qualified Employee.

C. It is understood that in emergency and other unanticipated situations it may not be feasible to utilize this procedure. In that instance, the person assigned to perform the overtime work shall then move to the bottom of his/her building rotation for assignment of overtime purposes.

Section 7. When an Employee is requested by the Superintendent or his/her designee to return to work after having worked his/her regular shift, he/she shall receive a minimum of three (3) hours of pay at a rate of one and one-half (1 1/2) times his/her regular hourly rate of pay, or pay for hours actually worked, whichever is greater. This shall apply to an employee who is called in to work but shall not apply to any employee who has gone in to work based purely on his/her own discretion.

Section 8. Whenever the Employer, or its designee the Superintendent, requires and directs Employees to perform services at school related or outside functions it shall pay such Employees in the same method and manner as set forth in Section 2 of this Article.

Section 9. There shall be no pyramiding of any premium, penalty or overtime pay under this Agreement for the same hours worked where more than one premium, penalty or overtime rate may apply, the single highest rate only shall be paid.

Section 10. Payroll shall be based on a Sunday to Saturday work period. Payroll shall be paid bi-weekly. The check shall issue within six (6) days following the close of the bi-weekly pay period. If a Thursday holiday falls during the pay week, every reasonable effort will be made to issue the check by the close of business on Wednesday.

ARTICLE 9 - PROGRESSIVE DISCIPLINE

The Employer in making determinations to impose discipline, recognizes the concept of progressive discipline, when in the Employer's judgment, the facts and circumstances lend themselves to correction. No Employee will be disciplined without reasonable and just cause.

ARTICLE 10 - SENIORITY

Section 1. A. Seniority is defined as the length of continuous employment with the Employer from the last date of hire in a bargaining unit position.

B. Part-time Employees will accrue seniority on a pro rata basis by hours actually worked in relation to a full-time schedule.

C. Layoffs and recalls will be made on the basis of seniority provided the senior Employee has the ability and qualifications to properly perform the job.

Section 2. Full-time Employees laid off because of lack of work shall be offered part-time work if part-time work is available and the full-time Employee has seniority and the necessary ability and qualifications to perform the part-time work even if this means replacing part-time Employees. Employees who accept such part-time work shall be regularly available for the scheduled hours on a continuing basis. A full-time Employee who accepts part-time work of twenty (20) hours or more a week shall continue to be eligible for his/her health insurance benefits, at the rate of contribution required before the reduction in hours.

Section 3. Notification of layoff for all Employees shall be made as far in advance as is possible but not less than two (2) weeks in advance if the Employer has knowledge that the layoff is about to occur.

Section 4. Recall of Employees who have been laid off shall be made as follows: all Employees shall be notified by registered or certified mail sent to the last address given the Employer by the Employee. If the Employee fails to return to work within five (5) working days of the date of mailing, or fails within the same period to give an acceptable reason for not reporting he/she shall be terminated.

Section 5. On May 1st of each year, the Employer agrees to furnish the Union and post on the bulletin board an up to date seniority roster of all the Employees covered by this Agreement, showing the Employee's name, classification (part-time or full-time) and date of hire. Employees wishing to challenge any matter regarding the seniority roster must do so within ten (10) workdays or within ten (10) days from when the Employee had or should have had knowledge of the content of the posted listings as required under the Grievance and Arbitration Clause of this Agreement.

Section 6. Promotion and Transfers

A. As vacancies occur, consideration will be given to present Employees. While an effort will be made to promote from within, jobs will be awarded on the basis of ability and qualifications. Where ability and qualifications are equal, seniority will be the determining factor.

B. The parties to this Agreement recognize that the efficiency of the school system is the principal factor in making all job decisions including job transfers and shift assignments. However, senior Employees shall not be involuntarily transferred between buildings or shift assignments unless the Superintendent determines no Employee with less seniority and the necessary ability and qualifications is available for that transfer. The Superintendent's actions shall not be arbitrary or capricious and are subject to the grievance/arbitration procedure. Transfers between buildings shall be allowed during summer shutdown, vacations and emergencies.

C. Posting - A vacancy in a job classification, which is other than temporary, shall be posted on the bulletin board in each building for a period of seventy-two (72) hours, not to include Saturdays or Sundays. The date and time of the end of the posting period shall be marked on the notice. Notice will state whether the job is full-time or part-time.

D. Bidding - Employees desiring to bid on the opening may do so by submitting a written request to the Superintendent within the posting period as set forth in the posting.

E. Advance Bidding - An Employee who desires a transfer or promotion shall notify the Superintendent by signing an advance bid log under the desired job classification. The log will be maintained in the Superintendent's office. Advanced bids will be considered with the bids submitted at the time of the posting only if that Employee is excused from work during the time period that the bid is posted. Employees actually working during the posting period must submit a new bid.

Section 7. An Employee's seniority shall terminate and he/she shall cease to be an Employee of the Employer upon the occurrence of any one (1) of the following events:

A. Voluntary quit.

B. Discharge for just cause.

C. Failure to return to work after layoff within five (5) calendar days, excluding Saturdays and Sundays, after recall for layoff.

D. Layoff equal to one (1) year.

E. Failure to return from an approved leave of absence on the day the Employee is scheduled to return to work from such leave.

F. Failure to report to work for a period of three (3) working days unless the Employee has notified the Superintendent during this period of a valid reason for his/her absence and his/her failure to report that absence in advance. If, however, an Employee can provide satisfactory proof to the Superintendent that it was impossible to provide such notice, this subsection (Section 7 F) shall not apply.

ARTICLE 11 - INSPECTION OF EMPLOYEE RECORDS

Section 1. A. When the authorized Union Representatives have a need to review a Bargaining Unit Employee(s) employment records, the authorized Representative will give written notice to the Superintendent no less than three (3) working days in advance of the date of review, stating the Employee(s) name(s), the particular record(s) to be reviewed, and the reason the review is necessary.

B. The parties agree that the Union is, under the above conditions, entitled to review the record(s) in school offices and in the presence of an agent designated by the Employer as long as the employment records are relevant and necessary in carrying out its duty of exclusive Bargaining Agent.

Section 2. An Employee may inspect his/her personnel file at an off duty time mutually agreeable to the Superintendent and the Employee provided the Employee has submitted a written request to see his/her file and provided the inspection is done in school offices and in the presence of an agent designated by the Employer.

ARTICLE 12 - GENERAL CONDITIONS

Section 1. In the event the Union has evidence which leads it to believe that an error has been made relating to rates of pay or the payment of accident and sickness insurance contributions, the Employer agrees to supply the Union with the relevant payroll data regarding the particular claim. Normally, the Employer will provide the data within seven (7) calendar days.

Section 2. When Employees are required by the Employer to attend meetings or other programs outside their normally scheduled work hours, they shall do so with pay.

Section 3. Employees when using their own vehicle at the Employer's direction, shall be compensated at the current IRS mileage reimbursement rate for required travel in the course of their employment.

Section 4. Election Days - On the request of the Union or an Employee, the Employer will arrange the work schedule for a federal, state or local government election day so that those Employees who are required to work the entire time the polls are open shall have an opportunity to vote.

Section 5. Polygraph - The Employer agrees that it will not request, require or accept any voluntary offer from any Employee to take a polygraph lie detecting test.

Section 6. Parking facilities shall be provided for all Employees.

Section 7. The Employer will provide a break area.

Section 8. Physical Examination - When Employees are required by the Employer to take a physical examination by a physician designated by the Employer, the Employer agrees to pay the professional fee. The Employee shall be advised of the results.

Section 9. Safety glasses shall be made available to all Employees. Said safety glasses shall be utilized when appropriate.

Section 10. No Employee shall feel compelled nor be required to perform "personal services" for any individual affiliated with the School District, in any capacity, if said services are not part of the Employee's job related duties. If there is any doubt, the Employee(s) should consult with the Superintendent of Schools and or/the Union Representative.

ARTICLE 13 - INJURIES ON THE JOB

Section 1. In cases where injuries are sustained on the job and where the Employee is unable to work his/her scheduled hours because of said injury, such an Employee shall be allowed to use accumulated sick leave for a maximum of five (5) days. The date of injury shall not be counted as one (1) of the five (5) compensable days.

Section 2. In the event of an injury sustained on the job, which does not immediately result in loss of time at work, the above provision will be applicable on the first occasion that such injury results in loss of time at work.

Section 3. Immediately upon receipt of a Workers' Compensation check covering these first five (5) days of missed work, the Employee will reimburse the Employer for the five (5) days of sick leave granted and his/her sick leave accrual will be credited accordingly.

Section 4. Probationary Employees shall be reimbursed for a maximum of five (5) workdays lost due to an injury sustained on the job from which he/she received no compensation. He/she will be reimbursed for those days and the appropriate deductions will be made from his/her accrued sick days, at the end of his/her first year of employment provided he/she has accrued the appropriate number of sick days.

Section 5. Employees are responsible to report any and all injuries on the job in writing. Said report shall be made as soon as possible - no later than the start of the Employee's next scheduled work shift. Reports shall be made to the building's nurse and/or Building Principal or in his/her absence the Central Office or Facilities Manager.

ARTICLE 14 - UNION BUSINESS

Section 1. The Union shall have the right to designate a Union Steward. The Steward shall be an Employee of the Bargaining Unit.

Section 2. The Union shall notify the Employer in writing of the name of the Employee who is designated as the Union Steward. The Union shall promptly notify the Employer in writing of any changes in Steward designation.

Section 3. The Union Steward will have the right to discuss the adjustment of grievances with the Employer, as provided for in the grievance procedure.

Section 4. The Union Steward may participate in the adjustment of a single-issue grievance with the Employer as provided for in the grievance procedure.

Section 5. The Union Steward will not leave his/her work assignment to participate in the adjustment of a grievance without first obtaining permission from his/her Employer. The Employer will make reasonable accommodation not to frustrate the grievance process while at the same time recognizing that work time is for work.

Section 6. Representatives of the Union may visit the school with prior notice to the Superintendent or his/her designee for the purpose of discussing grievances with Employees. Notice shall be as far in advance as possible but at least two (2) hours in advance. These discussions will not interfere with the Employer's operations nor will they interfere with the Employees carrying out the job, which they are paid to perform. Employees shall not leave their work assignments to participate in these discussions without first obtaining permission from their Employer. The Employer will make reasonable accommodations not to frustrate necessary discussions from taking place while at the same time recognizing that work time is for work.

Section 7. The Union Steward shall be granted one of two (2) personal days potentially available to him/her for attendance at the annual Union Stewards' Seminar, provided the Superintendent is given at least one (1) month's notice in writing.

ARTICLE 15 - SAFETY

The Employer, the Union and the Employees recognize the importance of safety and health for the protection of the Employees and for the efficient operation of the school systems and that the safety and health of the Employees is a matter of state policy as evidenced by Massachusetts General Laws, Chapter 149 (MGL c149). Acknowledging the responsibilities of the Employer and the Employees under said Act, the Employer agrees that they will comply with the rules, regulations and procedures prescribed by MGL c149 pertaining to safety and health in its operations. The Employees agree to comply with the rules, regulations and procedures prescribed by the Employer and MGL c149. The Employer shall make each Employee aware of the Employer's actual rules, regulations and procedures. The Employees agree that in other than an emergency, before filing a complaint in any forum, any complaints shall be brought to the direct attention of the Superintendent or his/her designee for any feasible corrective action.

ARTICLE 16 - FIRST AID KITS

The Employer will make available basic first aid supplies similar to those contained in Johnson and Johnson First Aid Kit Model #526419. The Employees and the Union agree that Employees will not abuse their right to access these supplies and agree to use them only as necessary first aid for on the job injuries. It is incumbent on Employees to notify the Employer when supplies begin to run low.

ARTICLE 17 - RETIREMENT

All eligible Employees shall join the District Retirement System as provided under Chapter 32, Sections 1-28 of the General Laws of Massachusetts. The parties agree to adopt the Federal OBRA contributions instead of FICA for those Employees working under 20 hours per week

ARTICLE 18 - INSURANCE COVERAGE

A. Employees are eligible to participate in the Gill-Montague Regional School District's employees' group insurance program.

B. Employees will receive health insurance benefits through the Group Insurance Commission (GIC) in accordance with the September 26, 2007 Public Employee Committee (PEC) GIC Memorandum of Agreement between the School Committee and the PEC.

C. The participating Employee's cost for insurance for the year shall be deducted in twenty-six (26) equal amounts in reference to bi-weekly payroll. That contribution provides coverage for the following month.

D. Dental Insurance - The Gill-Montague Regional School District will offer an expanded dental plan to unit members as agreed to by the Association to which it will contribute \$22/family plan or \$7.25/individual plan per premium payment.

E. Long Term Disability - The Gill-Montague Regional School District will offer a long-term disability insurance plan to unit members agreed to by the Association to which one hundred percent (100%) of the premium will be paid by the participating employee.

F. Life Insurance - Life Insurance coverage in the amount of ten thousand dollars (\$10,000) per employee will be provided with the employee paying twenty percent (20%) of the cost of same.

ARTICLE 19 - LEAVES OF ABSENCE

Section 1. Employees who have successfully completed their probationary period and have used all of their accumulated sick (if applicable), personal and vacation leave may apply, in writing, to the Employer for a leave of absence as soon as the reason for the leave becomes known and in all cases, other than bona fide emergencies, at least two (2) weeks in advance. The maximum leave possible is for thirty (30) calendar days. Employees may request, in writing, an extension of said thirty (30) day leave for additional periods of up to thirty (30) calendar days, at least seven (7) calendar days before the expiration of the previous leave period. The maximum cumulative amount of leave available is three (3) months including extensions for compelling personal circumstances and twelve (12) months, including extensions, for incapacitating illness or injury.

Section 2. The Employee will provide the Employer with all proof the Employer may request to demonstrate the absolute necessity for the leave, based on his/her incapacitating illness, injury or compelling personal circumstances. If any leave is granted, it will be without pay or use or accrual of contractual benefits of any type, including, but not limited to, seniority, vacation, holidays, sick leave, bereavement leave, etc. However, Employees who continue to be eligible for the District's Health Insurance Plan and who submit prompt and full payment in the manner required by the Employer of one hundred percent (100%) of the plan's cost for themselves and any covered family members will continue to be covered by the District's Health Insurance Plan for the period of the leave.

Section 3. Notwithstanding anything in Section 2 of this Article to the contrary, if a leave of absence is granted, the Employer will pay eighty percent (80%) of the cost of the Employee's health insurance coverage for the first fifteen (15) calendar days of the total duration of any leave of absence they choose to grant. That is, there is no health insurance cost coverage by the Employer for any extensions of an original leave of absence that they choose to grant.

Section 4. A. Every effort will be made to return the Employee to the same or similar job, if at the time of returning he/she has the ability and qualifications to perform that job.

B. If, however, after granting the leave the Employer finds, due to the circumstances, that they will not be able to hold the same or similar position open they will so advise the Employee and give him/her a period of seven (7) calendar days to return to work. If the Employee cannot return to work, he/she will be given first preference for rehire for any position opening within the next twelve (12) months for which he/she possesses the necessary ability and qualifications.

Section 5. The granting, refusal, extension, or failure to extend leaves of absence shall be within the sole discretion of the School Committee or its designee, the Superintendent, and shall be primarily based upon the effect granting such a leave will have upon the District's ability to provide clean, safe and properly maintained school facilities in an effective and cost efficient manner. The School Committee shall not exercise its discretion in this area in an arbitrary or capricious manner.

Section 6. The Employer agrees to provide leave of absence benefits in accordance with the Family and Medical Leave Act (FMLA) to Employees eligible for such leave.

ARTICLE 20 - SMALL NECESSITIES LEAVE

The Small Necessities Leave Act permits an eligible employee to take leave up to 24 hours within a 12-month period for the following purposes:

- To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as a parent-teacher conference or interviewing for a new school;
- To accompany a son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services relating to the elder's care, such as interviewing at nursing or group homes.

The 24 hours of leave available under this benefit are in addition to the 12 weeks of leave provided for under the federal Family and Medical Leave Act. The 24 hours may be taken within the 12-month calendar year period and the time may be taken on an intermittent (i.e. 2 hours to attend a parent-teacher conference) or reduced-time schedule.

An employee is required to provide his/her department with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable.

The law provides for an unpaid leave of absence. An employee may elect to use any available accrued vacation, personal or sick leave benefits provided the use of such time is in accordance with the employee's appropriate collective bargaining agreement.

A department may require that written certification or documentation support a request for leave under this act.

ARTICLE 21 - FUNERAL (BEREAVEMENT) LEAVE

Section 1. Employees who work a minimum of twenty (20) hours per week for at least the school year, shall, in the event of death in their immediate family, as defined herein, be granted up to a maximum of five (5) working days with pay, due to absence from their regularly scheduled days of work which they would otherwise have worked up to and including the day of the funeral or travel time necessary for return from the funeral.

Section 2. Immediate family shall be defined as mother, father, spouse, brothers, sisters, children, grandparents, grandchildren, mother-in-law, and father-in-law (includes stepmother, stepfather, stepsister, brother or child and also includes adopted children or grandchildren).

Section 3. Employees claiming the foregoing shall render a written claim stating the facts and give any supporting proof that the Employer may require.

Section 4. A day's pay under this provision shall be the Employee's regular straight time rate of pay times the number of hours for which the Employee had been scheduled to work, to a maximum of eight (8) hours.

ARTICLE 22 - JURY DUTY LEAVE

In accordance with the law, when an Employee's mandatory service on a jury of the Commonwealth causes the Employee to miss regularly scheduled work, the Employee will receive for each day of jury service the difference between jury duty reimbursement and regular pay computed at straight time on the current hourly rate provided that:

A. The Employee shall show his/her appropriate Supervisor the summons to serve on a jury upon receipt of the summons, normally at least fourteen (14) days prior to the time scheduled to serve.

B. Each week, the Employee shall furnish the appropriate Supervisor with evidence of jury duty pay received and days actually served for the time claimed. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay.

C. If an Employee actually reports for jury duty on a particular day and is not released early on that day, that Employee shall not be required to work his shift that day.

D. The Employee shall notify the Employer as soon as possible if he/she is not required to report for jury duty on any given day and he/she will be required to report for work that day.

E. The Employee shall immediately notify his/her Supervisor if he/she is released early from jury duty on any day and if so directed shall immediately report to work for the balance of his/her shift.

F. The mechanics of receiving the balance of their pay require that Employees turn over their jury duty pay, minus meals and mileage, to the District Treasurer. In return, the Employee will receive his/her regular straight time pay for each day spent on jury duty, which he/she would otherwise have worked.

ARTICLE 23 - MILITARY DUTY

Section 1. Any member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) calendar days in one (1) year, leaves a non probationary position in the Bargaining Unit, and who gives notice to the Employer at least four (4) weeks in advance of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous position with no loss in seniority or status and at the current wage rate.

Section 2. Employees who fully comply with Section 1 above and who promptly supply the Employer with proof satisfactory to the Employer of their level of military pay and the days on duty will be paid any shortfall between their regular wage rate and the military pay, but only for days of work missed as a result of such training on which the Employee would otherwise have worked up to a maximum of thirteen (13) workdays.

Section 3. An Employee shall not be required to take military training duty as earned vacation.

Section 4. Time spent on this military leave shall be counted as continuous service with the Employer for the purpose of seniority.

Section 5. Any member of an organized unit of the National Guard or any other armed forces of the United States whose military service will exceed the seventeen (17) calendar days in a year in Section 1 of this Article may request extended leave for military service from the School Committee. The School Committee has sole discretion in the decision to grant extended leave, as well as in fashioning the conditions around such leave should it be granted.

ARTICLE 24 - HOLIDAYS

Section 1. Twelve (12) month Employees who work a minimum of twenty (20) hours a week shall be eligible for holiday pay or time off for the following days under the conditions set forth below.

Section 2. A. – Holidays

Labor Day	Day before Christmas and Day before New Year's Day
Columbus Day	(only if either holiday falls on a Tuesday)*
Veterans Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving Day*	President's Day
Christmas Day	Good Friday (Only if the District does not have school on that day)
Day after Christmas and Day after	Patriot's Day
New Year's Day (only if either holiday	Memorial Day
falls on a Thursday)*	Independence Day

* On these days a skeleton work force may be maintained which will require some Employees to work these days at their regular rate of pay. The work rotation normally will be posted at least four (4) weeks prior to the holidays and the assignments will be rotated as equally as is practicable between members of the Bargaining Unit. Those Employees who work any of these holidays when they fall as a holiday shall receive another day off with pay as approved by the Superintendent or his/her designee.

B. In addition to the foregoing, on a holiday as on any other day of the year, any Custodian requested to must conduct building checks.

Section 3. Employees shall receive holiday pay at their regular hourly rate of pay multiplied by their regular scheduled daily hours of work (up to a maximum of eight (8) hours). Daily hours of work shall be determined by dividing the regularly scheduled hours of the workweek by five (5). This shall be based on the scheduled hours for the month. (i.e. 30 hrs/wk – 6 hrs holiday).

Section 4. If an Employee is required to work on a holiday he/she shall receive holiday pay plus one and one-half (1 1/2) his/her regular hourly rate of pay times the number of hours he/she is required to work that day.

Section 5. In order to be eligible for holiday pay the Employee must work the regularly scheduled workdays before and after that holiday unless the Superintendent has approved the Employee's absence on that day.

Section 6. Holidays shall never be counted as overtime or premium pay.

Section 7. If a holiday falls on a Sunday it will be celebrated on Monday; if a holiday falls on a Saturday it shall be celebrated on Friday.

ARTICLE 25 - PERSONAL DAYS

Section 1. No reason shall be required for personal days unless an emergency exists.

Section 2. Qualified Employees may request up to three (3) personal days in any contract year. Requests for such leave must, except for a bona fide emergency, be made at least five (5) workdays in advance.

Section 3. If a personal day is granted, the time granted shall never be considered as hours worked in order to count towards or count as overtime or premium pay.

Section 4. All matters having anything to do with personal days including, but not limited to, the granting or denial of such leave, the sufficiency of proof of the necessity of such leave, the amount of leave granted, etc., shall be solely within the discretion of the Superintendent or his/her designee. The Superintendent or his/her designee will not exercise his/her discretion in an arbitrary or capricious manner.

Section 5. Requests shall initially be submitted to the Building Principal for tentative approval and then submitted to the Superintendent or Designee for approval/denial. Requests shall be responded to within seven (7) working days. Failure to respond shall be deemed as approval of the request.

ARTICLE 26 - VACATIONS

Section 1. All twelve (12) month Employees who work a minimum of twenty (20) hours each week and who have satisfactorily completed their probationary period are eligible for vacations with pay in the amounts and under the conditions set forth in Sections 2 - 10 below.

Section 2. Vacation Eligibility: Based on 40 hours/week

After 1 year of continuous service10 working days
After 5 years of continuous service15 working days
After 10 years of continuous service20 working days
After 20 years of continuous service25 working days

Eligibility Based on 32 hours/week:

After 1 year of continuous service8 working days @ 8hrs.
After 5 years of continuous service12 working days @ 8hrs.
After 10 years of continuous service.....16 working days @ 8hrs.
After 20 years of continuous service.....20 working days @ 8hrs.
(Note: 8 working days paid shall be 2 weeks off; 12 days is 3 weeks off; etc.)

Section 3. Any future full time (40hrs) person employed after July 1st of any year will receive .83 days accrual of vacation for each month worked up to June 30, to a maximum of ten (10) days. Persons employed more than 20 hours but less than 40 hours on a 12-month basis will accrue vacation on a prorated basis. A person working 32 hours will accrue .664 days for each month worked up to June 30th, to a maximum of eight (8) days @ 8 hours each; at 20 hours a week, accrue at .417 days for each month worked up to June 30th; to a maximum of 5 days at 8 hours each. (Note: 5 working days paid shall be 2 weeks off etc.)

Section 4. Vacation days will accrue at a prorated formula determined by dividing the total number of vacation days the Employee is eligible for in that year by twelve (12) months. Vacation cannot be taken in less than one (1) day increments. If probationary Employees successfully complete their probationary period, they will receive the appropriate credit based on their regularly scheduled hours as set forth in Section 3 for each month of their probationary period, which may be taken after the successful conclusion of their probationary period, if properly requested and approved (i.e., five (5) working days after six (6) months). Vacation days shall be converted into hours. An Employee who changes from FT to PT shall not lose any accrued vacation hours; an Employee who changes from PT to FT shall not gain additional vacation hours as a direct result in the change of status.

Section 5. An Employee, who has satisfactorily completed his/her probationary period and is subsequently separated from his/her employment, shall receive, subject to the eligibility requirements and method of computation stated in this Article, his/her accumulated, prorated vacation pay for the time he/she had actually worked in that year.

Section 6. Employees' time spent out of work for periods of more than thirty (30) calendar days non-paid, shall not be considered as time worked during the year and, as such, that time shall not be counted in determining the amount or accrual of any benefit including their vacation eligibility.

Section 7. If a holiday occurs while an Employee is on vacation, said Employee shall receive holiday pay for the holiday if he/she was otherwise eligible to receive it, as set forth in this Agreement.

Section 8. Employees shall be paid vacation pay on the basis of their regular scheduled hours of work multiplied by their regular straight time hourly rate of pay up to the maximum compensation of eight (8) hours per day; for 32 hrs/week employees 6.4 hours a day

Section 9. The determining factor in deciding when, to whom, and in what amount leave will be granted will be the needs of the School District as determined by the Superintendent. The Superintendent shall not withhold his/her permission unreasonably-

Section 10. Where the needs of the School District are met, the Superintendent will give first preference in summer (non school year) vacations to senior Employees who have submitted their written vacation requests by June 10th of each year. Barring extraordinary circumstances, requests for vacation time shall be required no less than three (3) weeks in advance of the required days in writing. Subject to operational needs, vacations shall be granted by seniority unless junior Employees have submitted a written request for that time at least four (4) weeks in advance of the senior Employee's request. It is understood that vacation requests placed after July 1 of each fiscal year, if approved, shall terminate any bumping of junior Employees vacation requests as provided for in the foregoing sentence. Requests for single days of vacation time shall be made at least five (5) days in advance. The Supervisor shall respond to written vacation requests within five (5) workdays from the receipt of same.

Section 11. Vacation Requests shall initially be submitted to the Building Principal for tentative approval and then submitted to the Superintendent or Designee for approval/denial. Requests shall be responded to within seven (7) working days. Failure to respond shall be deemed as an approval of the request.

Section 12. In accordance with the School District's vacation policy, any vacation time that is not used prior to the beginning of the next School year will not be carried over to the following year, unless special authorization is given. All special authorizations must be in writing, signed by the Facilities Manager, Business Director, or the Superintendent or his/her designee. In the event that special authorization for vacation carryover is given, such vacation time must be used before the first day of school for the following school year. The approved carry-over request must be submitted to the Payroll Department by June 15th of the given year, to be used during the summer before the beginning of the next school year.

Section 13. Employees will retain all unused with vacation time accrued as of June 30, 2003, and are required to use at least two (2) of those days per year until all such accrued vacation time is expended.

All requests to use vacation days earned prior to July 1, 2003, shall be subject to the vacation request procedures set out in the Collective Bargaining Agreement and shall not be unreasonably denied;

Section 14. Any vacation time taken by an Employee before that Employee has actually earned it will be subject to recoupment by the District, should that Employee discontinue his/her employment before he/she has actually earned such vacation time.

ARTICLE 27 - SICK LEAVE

Section 1. Sick leave days are a form of insurance protection for Employees and are an inchoate right to compensation that does not vest in an Employee unless and until he/she has a bona fide sickness, preventing him/her from reporting for and performing his/her duties.

Sick leave shall normally be taken in increments of one-half day or full day except when used in accordance with the Small Necessities Leave.

Section 2. Employees who have satisfactorily completed their probationary period and who work a minimum of twenty (20) hours each week are eligible for sick leave in the event of a bona fide illness preventing them from reporting for and performing their duties, based on the following schedule:

	<u>Sick leave days per year</u>	<u>Maximum accumulation of sick leave days</u>
Full time (40 hours)		
twelve month Employees	15	300
20 - 24 hours/week/school year	5	50
25 - 29 hours/week/school year	7	50
30 - 34 hours/week/school year	9	50
35 - 39 hours/week/school year	10	50
20 - 24 hours/week/fiscal year	9	50
30 - 34 hours/week/fiscal year	12	160

Section 3. During the first year of employment sick leave as set forth in Section 2 shall be earned and accrued on a monthly basis with the Employee accruing sick time eligibility at the rate arrived at by dividing the total number of days that an Employee can earn in his/her work year by the number of months he/she works during that year. After the completion of one (1) full year of work an Employee will be credited with his/her sick leave at the start of the fiscal/school year. Employees shall be notified of their total sick leave accrual figures by September 30 of each year.

Section 4. Where the Employer believes there is sick leave abuse, an Employee claiming such sick leave allowance shall give the Employer a signed written claim of sickness for each day of said sick leave allowance claimed, on a form provided by the Employer.

Section 5. Any abuse by an Employee of this sick leave provision shall subject him/her to disciplinary action as well as loss of pay for the leave days taken.

Section 6. Where the Employer believes there is sick leave abuse, Employees shall furnish such proof of illness and incapacity as the Employer may reasonably require.

Section 7. An Employee who has satisfactorily completed his/her probationary period is eligible to use up to seven (7) days of earned and accumulated sick leave to provide necessary care in the event of a bona fide illness to their spouse, child, or parent requiring that Employee's care. Employees seeking such leave shall submit a written request to the Superintendent as far in advance of the requested leave as possible and absent a bona fide emergency at least ten (10) workdays in advance. Employees shall provide the Superintendent with relevant information or documentation he/she may reasonably require in determining whether to grant this leave.

Section 8. In addition to the forgoing provisions, all Employees who are physically unable to perform their duties due to bona fide illness or approved sick leave under Section 7 of this Article, must personally contact the Building Principal or, if the Principal is unavailable, the Business Manager as soon as possible, but in no event less than one (1) hour before the start of their shift on each day they will be absent. Failure to do so may subject the Employee to disciplinary actions and loss of pay for that day or days.

Section 9. Effective July 1, 2010, if an Employee voluntarily resigns his/her employment with twenty (20) years or more of service to the School District, and he/she has no discipline pending against him/her, he/she will receive twenty dollars (\$20.00) for each accumulated sick leave day of eight (8) hours he/she has accrued up to the maximum as set forth in Section 2 above.

Section 10. Bargaining Unit Employees who have accumulated sick leave days may voluntarily transfer up to two (2) days per request to another Bargaining Unit Employee in the District who has exhausted all of his/her sick and personal days accumulated and who needs supplemental paid days to contend with a medically verified (catastrophic) illness or injury. It is the responsibility of the benefactor to notify the Central Office of the transfer by an approved form. The benefactor will not transfer more than a total of four (4) days per school year to another Bargaining Unit Member. The benefactor must understand that he/she is permanently relinquishing his/her right to the sick days that he/she is transferring to another.

A Bargaining Unit Employee who has a medically verified (catastrophic) illness or injury, and who has exhausted all of his/her sick and personal days accumulated, may ask that the Central Office notify other Bargaining Unit Employees in the District of his/her need for sick day donations. The receiving Bargaining Unit Employee may receive up to thirty (30) transferred days per year for this purpose.

The medically verified (catastrophic) illness or injury shall be documented with a certificate signed by the treating physician and shall set forth the nature of the Employee's illness or injury and the anticipated duration of same.

Representatives from the Union, the Employer and the Superintendent and will meet to review sick leave bank requests.

ARTICLE 28 - NO INDIVIDUAL AGREEMENT

The parties agree that they will not enter into any individual agreement with any Employee covered by this Agreement which is contrary to the terms of this Agreement.

ARTICLE 29 - ENTIRE AGREEMENT

Section 1. This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified and executed by the parties.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- A. Any subjects or matters referred to or covered in this Agreement, or
- B. Any subjects or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 30 - SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any federal or state law by a final decree of a court of competent jurisdiction, all other provisions of this Contract shall remain in full force and effect for the duration of the Agreement. The parties shall promptly meet on request of either party to negotiate a proper provision to replace any provisions which have been found to be in violation of the law.

ARTICLE 31 - ANNUAL SALARY

Section 1.

Effective July 1, 2013	2% Increase								
	STEP	1	2	3	4	5	6	7	8
Grade A	\$28,404.96	\$28,960.86	\$29,564.70	\$30,144.06	\$30,886.62	\$31,503.72	\$32,134.08	\$32,776.68	
	\$13.66	\$13.92	\$14.21	\$14.49	\$14.85	\$15.15	\$15.45	\$15.76	
Grade B	\$32,091.24	\$32,671.62	\$33,252.00	\$33,853.80	\$34,572.90	\$35,265.48	\$35,970.30	\$36,688.38	
	\$15.43	\$15.71	\$15.98	\$16.28	\$16.63	\$16.95	\$17.29	\$17.64	
Grade C	\$36,567.00	\$37,147.38	\$37,703.28	\$38,306.10	\$39,071.10	\$39,852.42	\$40,650.06	\$41,463.00	
	\$17.58	\$17.86	\$18.13	\$18.42	\$18.79	\$19.16	\$19.54	\$19.93	

Effective July 1, 2014	2% Increase							
	STEP	1	2	3	4	5	6	7
Grade A	\$28,973.06	\$29,540.08	\$30,155.99	\$30,746.94	\$31,504.35	\$32,133.79	\$32,776.76	\$33,432.21
	\$13.93	\$14.20	\$14.49	\$14.78	\$15.15	\$15.45	\$15.76	\$16.07
Grade B	\$32,733.06	\$33,325.05	\$33,917.04	\$34,530.88	\$35,264.36	\$35,970.79	\$36,689.71	\$37,422.15
	\$15.74	\$16.02	\$16.30	\$16.60	\$16.96	\$17.29	\$17.63	\$17.99
Grade C	\$37,298.34	\$37,890.33	\$38,457.35	\$39,072.22	\$39,852.52	\$40,649.47	\$41,463.06	\$42,292.26
	\$17.94	\$18.22	\$18.49	\$18.79	\$19.16	\$19.54	\$19.93	\$20.33

Effective July 1, 2015	2% Increase							
	STEP	1	2	3	4	5	6	7
Grade A	\$29,552.52	\$30,130.88	\$30,759.11	\$31,361.88	\$32,134.44	\$32,776.47	\$33,432.30	\$34,100.86
	\$14.21	\$14.49	\$14.78	\$15.08	\$15.45	\$15.76	\$16.08	\$16.40
Grade B	\$33,387.73	\$33,991.55	\$34,595.38	\$35,221.49	\$35,969.65	\$36,690.21	\$37,423.50	\$38,170.59
	\$16.06	\$16.34	\$16.63	\$16.94	\$17.30	\$17.64	\$17.99	\$18.35
Grade C	\$38,044.31	\$38,648.13	\$39,226.49	\$39,853.67	\$40,649.57	\$41,462.46	\$42,292.32	\$43,138.11
	\$18.30	\$18.58	\$18.86	\$19.17	\$19.55	\$19.93	\$20.33	\$20.74

Section 2. Classification for Section 1.

- A. Custodial Staff
- B. Custodial/Maintenance/Floater/ Groundskeeper/Painter
- C. Maintenance Worker

Section 3.A. As of July 1, 2009, all Maintenance Employees shall be moved up two (2) steps to compensate them for additional duties and responsibilities. All other Employees shall advance one (1) step on the scale. Employees shall be placed on this salary schedule commensurate with their experience and abilities as determined by the Superintendent. Where such placement places a new Employee above the pay step of a current Employee that decision shall not be made in an arbitrary or capricious manner. Non-probationary Employees shall move up the steps of their classification at a rate of one (1) step each year on the first pay date in July provided that the Employee has not been suspended from work during the last twelve (12) months of work.

B. A Probationary Employee will not be eligible for a Step increase until the following July. The Superintendent reserves the right to accelerate the step increases for Employees whom they determine excel in their work.

C. All Full-time (eight (8) hour) second (2nd) shift employees shall receive a fifty cent (\$.50) per hour shift differential. For the purpose of this section second (2nd) shift shall be defined as an eight (8) hour shift beginning at 11:00 a.m. or later. In the event that the District decides to

assign employee(s) who normally work the second shift to the first shift during the summer vacation break, said Employees will continue to receive the second shift differential during said time period.

D. 1. When school is cancelled for any reason (snow, etc.), the Employees working an eight (8) hour shift shall receive a floating holiday.

2. A maximum of two (2) paid floating holidays shall be utilized each contract year. The district reserves the right to restrict that only one (1) employee shall be out on any floating holiday.

3. Requests for a floating holiday shall be made with one (1) week's notice and must be approved by management. Requests shall not be unreasonably denied.

E. A Fifty dollar (\$50) Stipend will be paid annually in the first pay period after January for those four (4) employees who are on-call and required to be reachable by cell phone to respond and come into the school as needed.

F. Members of this bargaining unit hired after the 2013-2014 school year will be required to accept direct deposit.

ARTICLE 32 - CLOTHING REIMBURSEMENT

Section 1. An Employee shall be reimbursed up to \$100.00 per year for the purpose of replacing personal clothing, which was damaged beyond repair or destroyed while performing his/her job for the district. The Employee must promptly report said damage to his/her supervisor, in writing. A receipt for the replacement purchase must be produced prior to reimbursement

Section 2. The uniform system will be as such:

1. Up to two hundred fifty dollars (\$250) allowance on account at a designated supplier per year for short and long-sleeve shirts, other school logo or approved clothing;
2. The shirts are required to be worn during the school year, or at a time when school functions occur in the building;
3. One (1) uniform, with final approval by the Director of Business, will be selected by the Union Steward. The color will be navy blue/dark blue and the material will be of good quality cotton. The Director of Business will provide the Union Steward with the School District logo and/or name as she wishes it to appear on the shirts.
4. On hundred dollars (\$100) per calendar year will be paid to Employees for the care and cleaning of the shirts, during January each year.

Section 3. It is agreed that clothing reimbursement / uniforms are for the individual employee only.

ARTICLE 33 – LONGEVITY

Longevity shall be paid in a lump sum payment in the following manner: If anniversary date of hire is from January 1 through June 30, payment will be made the last pay period of the fiscal year; if anniversary date of hire is from July 1 through December 31, payment will be made in the month of January.

Level 1: After completion of 10 years of service, five hundred dollars (\$500.00) will be paid in lump sum payment per the above.

Level 2: After completion of 15 years of service, one thousand dollars (\$1,000.00) will be paid in lump sum payment per the above.

Level 3: After completion of 20 years of service, fifteen hundred dollars (\$1,500.00) will be paid in lump sum payment per the above.

Level 4: After completion of twenty-five (25) years of service, seventeen hundred dollars (\$1,700) will be added to their annual compensation or paid in lump sum depending on date of eligibility as per the above.

ARTICLE 34 - UNION COMMUNITY FUND

Section 1. The Employer agrees to deduct from Employees' wages any voluntary contributions to the Union Community Fund provided it has written authorization from the Employees and to forward same to the Union with a list of the Employees from whom such deductions were made.

Section 2. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of an action taken by the Employer in conjunction with this Article.

ARTICLE 35 - DURATION

This Agreement shall become effective July 1, 2013 and shall remain in full force and effect until June 30, 2016.

Sixty (60) days before the expiration date of this Agreement, either party may give written notice to the other that it desires to modify this Agreement, and upon receipt of such written notice the parties agree to meet and confer for the purpose of attempting to negotiate a new Agreement. This Agreement will remain in full force and effect after its expiration date until a new Agreement is executed.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized Officers and Representatives.



DANIEL P. CLIFFORD, PRESIDENT
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1459



CHAIRMAN, SCHOOL COMMITTEE
GILL-MONTAGUE REGIONAL SCHOOL DISTRICT