

AGREEMENT
between the
BURLINGTON
SCHOOL COMMITTEE
and the
CUSTODIAL STAFF
AFSCME
MASS. STATE COUNCIL 93
LOCAL 1703

JULY 1, 2008
TO
JUNE 30, 2011

Agreement
between the
Burlington School Committee
and the
Custodial Staff
American Federation of State,
County, and Municipal Employees,
AFL-CIO,
State Council 93, Local 1703

This agreement entered into by the Burlington School Committee, hereinafter referred to as the employer, and Local 1703, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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ARTICLE I
Recognition

1. The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of salaries, wages, hours, and other conditions of employment for all permanent, permanent intermittent, and provisional employees of the custodial staff, building custodians, and house-workers of the Burlington School Department.
2. The employer will not aid, promote, or finance any labor group or organization or make any agreement with any such group or individual for the purpose of undermining the union or changing any conditions contained in this agreement.
3. Should any provisions of this agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement and any benefit, privilege, or working conditions existing prior to this agreement shall remain in full force and effect.

ARTICLE II
Union Dues and Initiation Fees

1. Employees covered by this agreement shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the constitution of the union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.
2. It is agreed that in accordance with Chapter 150E, Section 12, the employer shall require as a condition of employment the payment on or after the 30th day following the beginning of such employment effective July 1, 1976 of a service fee to the union.

Authorization for Payroll Deduction

By _____
Name of Employee

To _____
Name of Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each _____

(Payroll period)

the amount of \$ _____. This amount shall be paid to the treasurer of local union no. 1703 and represents payment of my union dues/agency fee.

These deductions may be terminated by me giving you a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE III
Discrimination and Coercion

1. The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age.
2. There shall be no discrimination by agents of the employer against any employee because of his activity or membership in the union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement.

ARTICLE IV
Grievance and Arbitration Procedure

1. Any grievance or dispute which may arise between the parties, concerning the meaning or interpretation of this agreement shall be settled in the following manner:

Step 1 The union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the Director of Buildings and Grounds within three (3) working days of the date of the grievance or his knowledge of its occurrence. The director shall attempt to adjust the matter and shall respond in writing to the steward within three (3) working days.

Step 2 If the grievance still remains unadjusted, it shall be presented to the Assistant Superintendent of Schools in writing within three (3) working days after the response of the Director of Buildings and Grounds is due. The Assistant Superintendent of Schools shall respond in writing within three (3) working days.

Step 3 If the grievance still remains unadjusted, it shall be presented to the Superintendent of Schools in writing within three (3) working days after the response of the Assistant Superintendent of Schools. The Superintendent shall respond in writing within three (3) working days.

Step 4 If the grievance still remains unadjusted, it shall be presented to the Burlington School Committee in writing within five (5) working days after the response of the Superintendent is due. The Committee will act upon the grievance if it is received by members of the Committee at least seventy-two (72) hours prior to a regularly scheduled meeting; otherwise it will be acted upon at the next scheduled meeting. The Burlington School Committee shall respond in writing within five (5) working days following the School Committee meeting at which action is taken. Failure by the School Committee to reply within this period shall be construed as a decision favorable to the employee.

When Steps 1 through 4 of the grievance procedure take place during working hours, there will be no loss of time by employees in the processing of grievances from Step 1 through Step 4.

Step 5 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other, request arbitration.

2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Board of Conciliation and Arbitration shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

3. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

4. The expenses for the arbitrator's services and the proceeding shall be borne equally by the employer and the union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE V

Union-Employer Responsibilities

1. The employer and the union shall recognize and adhere to all civil service and state labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

2. The union further reserves the right to represent members under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein beginning at the first step.

ARTICLE VI

Seniority/Job Posting

1. The principle of seniority shall govern in the choice of vacation period. Decrease in the work force and promotion within the bargaining unit shall be in accordance with civil service rules. Should there be a tie in seniority date among individuals holding positions subject to reduction in force, the ties first will be broken by applying anniversary (provisional) date of employment. Should a tie still exist, retention will be determined by a lottery. On recall to fill vacancies, offer of reinstatement shall be in inverse order of reduction in force as determined by the above.

2. **Lateral Transfers** - When a position (not a promotion) becomes available in the School Department within the custodial staff bargaining unit, the senior applicant with the same job title shall be awarded the position. All subsequent positions shall be awarded on the basis of seniority.

3. Assignment to the position of Senior High School Custodian shall be made in accordance with Section 4 (Promotional Vacancies) of this article. In no event shall a provisional employee in grade be selected over a permanent employee in grade. Assignment shall be restricted to current Senior Custodians before selection of a Building Custodian.

4. **Promotional Vacancies** - Notice of a promotional vacancy shall be posted for seven (7) working days. Interested employees shall apply in writing to the Director of Buildings and Grounds within the seven (7) day period. Should more than three (3) apply, the employer shall choose from the three (3) having highest seniority. Should three (3) or less than three (3) apply, the employer shall choose from those applying. Should none apply, the vacancy shall be filled through civil services procedures. Prior to selection the employer shall meet with union representatives within ten (10) days after expiration of the job posting to discuss the final selection and the vacancy shall be filled within five (5) working days after the meeting.

5. Under special circumstances, which the union is aware of and recognizes, where in the judgment of the Superintendent such action is necessary, he may reassign personnel without reference to the procedure in paragraphs 2 and 3. In such event the reason for such action will be discussed with representatives of the employees' group prior to effecting the reassignment. The union reserves the right of grievance.

6. Should vacancies arise because of reduction in force, the employees' group will present to the employer for consideration a plan for reassignment of personnel based on seniority. Should the plan not be acceptable totally, the employer may suggest modification to the employee group. Should agreement not be reached the procedures in paragraphs 2 and 3 shall apply; should no one apply, decision on reassignment shall rest with the employer.

ARTICLE VII
Hours of Work & Meal Periods

1. The regular hours of work shall be consecutive except they shall be interrupted by a lunch period of one-half (1/2) hour.
2. The workweek for custodial employees will consist of five (5) eight and one-half (8½) hour days, Monday through Friday inclusive and such schedule shall include a one-half (1/2) hour unpaid lunch period.
3. Whenever possible the lunch period shall be scheduled in the middle of the shift.
4. Employees may leave the premises for lunch if another employee of the same classification is within the building.
5. All employees shall be scheduled to work a regular work shift, and each work shift shall have a regular starting and quitting time. Except for emergency situations, shift times shall not be changed unless the union and the employer mutually agree to the changes.
6. During school year vacation periods, the hours of work for custodial personnel shall be 7:00 a.m. to 3:30 p.m.
7. During the summer vacation period, the hours of work for custodial personnel shall be 7:00 a.m. to 3:30 p.m.
8. During vacation periods the night shift differentials do not apply.
9. The day shift custodian at the Fox Hill School will change the hours of work from 10:30 a.m. to 7:00 p.m. to 9:00 a.m. to 5:30 p.m.

Night Shifts

Monday through Friday inclusive,
Second Shift
3:00 p.m. - 11:30 p.m.

Monday through Friday inclusive,
Third Shift
11:00 p.m. - 7:30 a.m.

10. The building custodian assigned to the central office shall work from 7:30 a.m. to 4:00 p.m. during the regular school year and from 7:00 a.m. to 3:30 p.m. during school vacation periods and summer vacation periods.
11. The regular work day for the House-Worker shall be six and one-half (6 ½) hours per day when the students are in session. The hours of work shall be 7:30 a.m. to 2:30 p.m. including a one-half (1/2) hour unpaid lunch break.

**ARTICLE VIII
Classification and Pay Schedule**

1. Increase all salary steps 3% effective 7/1/08
 Increase all steps \$400 effective 1/1/09
 Increase all salary steps 3% effective 7/1/09
 Increase all steps \$200 effective 1/10/10
 Increase all salary steps 2% effective 7/1/10
 7/1/10: Additional salary Step 4 at 1.5% for all Custodians;
 Additional step 3 for all Senior Custodians at 1.5% and Adjustment to Senior High School Custodian
 Increase all steps \$200 effective 1/1/11

		7/1/08	1/1/09	7/1/09	1/1/10	7/1/10	1/1/11
Senior Custodian							
Elementary	Step 1	45,912.26	46,312.26	47,701.63	47,901.63	48,859.66	49,059.66
Francis Wyman	Step 2	47,703.21	48,103.21	49,546.31	49,746.31	50,741.24	50,941.24
Middle	Step 3	***	***	***	***	51,502.36	51,702.36
High School		54,030.40	54,430.40	56,063.31	56,263.31	58,232.53	58,432.53
Custodian	Step 1	39,707.04	40,107.04	41,310.25	41,510.25	42,340.45	42,540.45
	Step 2	41,175.56	41,575.56	42,822.83	43,022.82	43,883.28	44,083.28
	Step 3	42,787.87	43,187.87	44,483.51	44,683.50	45,577.17	47,777.17
	Step 4	***	***	***	***	46,260.83	46,460.83

**Shift Differentials
Second Shift**

2. In addition to the established wage rates, the employer shall pay an hourly premium of sixty (60) cents on shifts beginning between 3:00 p.m. to 11:30p.m. Night shift differentials do not apply during vacation periods when all employees covered by this agreement work the day shift.
3. In addition to the established wage rates, the employer shall pay an hourly premium of seventy (70) cents for all hours worked between 11:00 p.m. to 7:30 a.m. Night shift differentials do not apply during vacation periods when all employees covered by this agreement work the day shift.

Lead Man

4. A building custodian assigned as a lead man shall receive, in addition to the above stated hourly premium shift differential rates of pay, an additional seventy (70) cents per hour. Effective July 1, 2006 the rate shall be seventy-five (75) cents per hour and effective July 1, 2007 one dollar (1.00) per hour.

Custodian Replacing a Senior or Lead Man

5. An employee, who by approval of the employer replaces a senior custodian, absent because of illness, injury, jury duty, or vacation, shall receive the upgraded pay for each day during which he assumed the full responsibility of the senior custodian or lead man for the duration of the absence. Preference will be given to the custodian having the greatest seniority in the system, working on the same shift in the building as the absentee.

Upon execution of this agreement, provide for a flat rate of \$21.00 per day for out of classification work.

ARTICLE IX Overtime

1. Employees covered by this agreement shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. All work performed on Sunday shall be paid at a rate of two (2) times the regular rate of pay. Any authorized absence with any pay during the week shall be considered as time worked during the week for the purpose of calculating overtime.

2. Any employee called back to work on the same day after having completed his assigned work and having left his place of employment before his next regular scheduled starting time shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He will be guaranteed a minimum of two (2) hours pay at the time and one-half (1 ½). Any employee called back to work between the hours of 11 p.m. and 7 a.m. shall be paid a minimum of 3 hours pay. Any employee called back to work on the following holidays, New Year's Day, Easter, Thanksgiving Day, Day before Christmas (after 2 p.m.), or Christmas Day, shall be paid a minimum of 4 hours pay. Effective July 1, 2006 all recall, excluding event time, shall be a four (4) hour minimum.

3. Employees shall not be required to take time off for any overtime.

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

5. The employer shall keep records of overtime worked. In case of a grievance involving such records, they shall be subject to examination by the union representative or the shop steward with the appropriate supervisor involved.

6. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

7. When assigned to a security watch at the high school or the middle school, no custodian shall work alone after 8:00 p.m.

8. All employees required to report to work when a declared "State of Massachusetts Emergency" as defined by the Governor of the Commonwealth of Massachusetts shall be compensated at a rate of pay two (2) times the regular rate of pay for the period of time required to work during the "State of Emergency". All employees not required to work shall utilize vacation or sick time during the "State of Emergency".

Event Time

1. When the civic organizations or youth activities listed below are scheduled in a school building staffed by a custodian on duty during the hours of work listed under Article VII, no additional staffing will be required. These activities/organizations include:

All Scout Organizations (Boy Scouts, Girl Scouts, Cub Scouts, Eagle Scouts, Brownies, Leader Corp.)
BHS Baseball
Burlington Babe Ruth
Burlington Community Scholarship Foundation
Burlington Hockey and Skating Association
Burlington Youth Soccer
Burlington Youth Wrestling
Citations and/or Phoenix Interscholastic Practice
Mother-to-Mother
Open Gym
Pop Warner
PTSO/PTO/PAC
Special Needs Program
Youth Gymnastics (Afternoon Session)
School Committee Room Only
Board of Selectmen
Planning Board
Board of Health
Conservation Commission
Recreation Commission
Board of Assessors
Board of Appeals
Disabilities Access Commission
Historic Commission
School Committee
B-Line Committee
Bicentennial Commission
Housing Authority

If attendance at any of the above events or functions exceeds seventy-five (75) participants, one (1) custodian will be furnished. If attendance exceeds one hundred (100), two (2) custodians will be furnished.

Any new requests for use of the facilities from civic/youth organizations beyond those listed above that would be beneficial to students/residents will be discussed with a representative of the union.

2. The rates for event time for those staff (custodians and house workers) assigned shall be time and one-half (1 1/2) for all hours worked Monday through Saturday and double time on Sundays for employees whose schedule is more than forty (40) hours per week. The following rates address less than forty (40) hours per week:

- a. The pay scale for events and functions for house workers shall be the hourly rate earned under this agreement and listed in the appendices.

3. The minimum pay for events will be two (2) hours pay. Each additional one-half (1/2) hour or part thereof shall be paid for at the applicable rate.

4. Supervisors and/or those in charge of an event or function shall not depart from the building until all of their group has left. The custodian in charge shall receive a copy of the agreement authorizing the use of the building or facilities at least forty-eight (48) hours in advance of the event or function.

5. For banquets of fifty (50) participants or less, one (1) custodian will be furnished; if attendance exceeds fifty (50), two (2) custodians will be furnished; if attendance exceeds five hundred (500) participants, three (3) custodians will be furnished. For other events or functions where attendance will exceed one hundred (100), two (2) custodians will be furnished except at Town Meetings where one (1) custodian will be furnished. For PTO functions where more than one (1) custodian is assigned, at the option of the sponsoring organization, it will not be mandatory that more than one (1) custodian be present for the entire duration of the function.

6. Time for events will be as indicated on the event form. Starting time will allow for setup of equipment, if needed. Completion time will include time needed for cleanup or equipment removal after departure of event participants. Upon receiving the event form, should the senior custodian feel time allowed is inadequate, he should bring this to the attention of the Buildings and Grounds Office.

“All event forms must be signed by an event participant indicating event start and ending times. All event forms will allow for ample set up and cleaning after departure of event participants. Failure to obtain a signed event form may result in a reduction or loss of overtime for such event.”

7. Custodians shall be compensated for all hours or fractions thereof in excess of the stipulated event time by the organization using the facility.

8. In the event that the organization designated to use the facility gives notice of cancellation, the custodian in charge shall be notified by a minimum of four (4) hours prior to the designated start of the event or function. If the organization does not give notice of cancellation within the time stipulated in its agreement, that organization will be responsible for the minimum labor charges involved.

9. When the senior custodian in any school is unable to cover all functions in his school by using the personnel regularly employed there, he shall request the Buildings and Grounds Office to first furnish the necessary personnel from other school areas in the Town of Burlington. All such functions shall be rotated and equally distributed.

10. Custodians assigned to an event shall remain in the area of the event while it is in progress.

11. The School Department may utilize individuals on a day-to-day basis other than school personnel for those functions where school personnel have not volunteered or are not available for such employment.

12. When there is a special event (i.e. volunteer work crew) that involves in excess of ten (10) non-school employees, a custodian shall be assigned to the event. A copy of the Burlington School Department Building Use Form shall be provided to the Senior Custodian in charge of the building where the special event is to take place.

- a. Not to include “work release” programs assigned to the Burlington School Department.
- b. Not to include PTO groups where identified projects do not pose a significant or potential problem regarding the daily operation and maintenance of school facilities.

- c. Not to be in effect during summer/vacation weekday as defined in Article VII, Section 7, Custodial Hours.
- d. At any time during the “event” the custodian in charge deems it necessary to add additional staff for the protection of the facility and/or to assist in the cleanup of the facility, additional staff may be called.

ARTICLE X
Holidays

1. The following days shall be considered to be paid holidays:

New Years Day
Martin Luther King Day
Washington's Birthday
Good Friday
Patriots' Day
Memorial Day
Work Day prior to Independence Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas

2. Holiday pay for the above holidays shall be eight (8) hours at straight time rate.
3. If a holiday occurs within an employee's vacation period, he shall receive an additional vacation day with pay.
4. Employees called to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and one-half (1 ½) times their regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours work.

ARTICLE XI
Cleanup Time

1. Employees shall be granted a sufficient personal cleanup period not to exceed fifteen (15) minutes at the end of each work shift. Employees may not leave the building prior to the end of their scheduled work shift.
2. Work schedules shall be arranged so employees may take advantage of this provision. The employee will use available facilities within the building in which he is working.

ARTICLE XII
Vacations

1. Vacation leave for employees covered by this agreement shall be:

From date of employment to the end of the first year of employment - *one (1) day per month (not to exceed 10 days) earned vacation.

From beginning of second year to the end of the fourth year of employment - two (2) weeks per year earned vacation.

From the beginning of fifth year to the end of ninth year of employment - three (3) weeks per year earned vacation.

From the beginning of tenth year to the end of the fourteenth year of employment - four (4) weeks per year earned vacation.

From the beginning of fifteenth year to the end of the nineteenth year of employment - five (5) weeks per year earned vacation.

From the beginning of the twentieth year of employment - six (6) weeks per year earned vacation.

*For any month in which more than one (1) day without pay is taken, no leave shall be credited.

2. Vacation leave shall be available for use as earned. Vacation approval will be based on seniority in the building. Vacation notification must be made to the Office of Director of Buildings and Grounds during normal hours of operation Monday through Friday.

Notification must be given at least twenty-four (24) hours in advance for one (1) vacation day and forty-eight (48) hours in advance for two (2) vacation days. In determining approved vacation leave during the summer, the following schools must be staffed at all times by full-time building custodian(s). Burlington High School (4); Marshall Simonds (2); Francis Wyman (2); Fox Hill (1); Memorial (1); and Pine Glen (1).

3. a. Vacation leave shall be credited on a fiscal year basis - July 1 to June 30.
b. In a year when an employee's leave credit changes in accordance with the schedule in paragraph 1 above, leave from the employee's anniversary date to the following June 30 will be prorated and credited at the higher rate as earned.

4. a. A vacation leave balance may not exceed the total number of days an employee is eligible to receive under Article XII, Section 1, times a factor of two (2), (i.e. Employee "A" eligible 10 days x 2 = 20 days allowed accrual).

b. The number of accumulated days in excess of those allowed under Article XII, section 4a above must be used by June 30 of each year unless exempt by written notification by the Superintendent of Schools or his designee. A written request by the employee must be submitted to the Superintendent or his designee prior to March 1 of each year.

c. Effective July 1, 2006, vacation days in excess of those allowed to be accumulated (maximum 10) may be returned at a rate of pay equal to the days (maximum 10) times the established rate of pay for substitute custodians provided the employee has not utilized three or more sick days in the year of request.

1) All requests under Article XII, Section 4c shall be made in writing to the Superintendent of Schools or his designee no later than May 30 in the year pertaining to the request.

2) All payments entitled to employees under Article XII, Section 4c shall be made at the first scheduled payroll thirty working days from the May 30 deadline specified in Article XII, Section 4c1.

5. Upon the death of a person who is eligible for vacation under these rules, payment shall be made for the amount of vacation time earned prior to the employee's death but not taken. The following order of precedence shall be in effect.

- a. To the surviving beneficiary or beneficiaries, if any, lawfully designated by the person under the Middlesex County Retirement System.
- b. If there be no such designated beneficiary, the estate of the deceased.

ARTICLE XIII
Sick Leave

1. Within the annual sick leave credits provided for in this agreement, all permanent full-year employees shall receive a fifteen (15) day credit on July 1 of each contract year. House-workers (school year) shall receive twelve (12) sick leave days, which will be credited on July 1 following the first anniversary year.
2. Employees beginning employment after July 1 shall receive sick leave on a prorated basis beginning on the first workday of the month.
3. Sick leave not used in any year may be accumulated. No person shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave then due.
4. Effective July 1, 1977 each employee upon retirement shall be entitled to receive payment equal to twenty-five percent (25%) of his unused, accrued sick leave at his current rate of pay.
5. Should reduction in force occur, all permanent employees being terminated will have the option of being paid twenty-five percent (25%) of their accumulated sick leave or allowing the total accumulated sick leave to remain as a credit during a five (5) year recall period. The twenty-five percent (25%) buy back of accumulated sick leave may be claimed by the employee any time within the five (5) year recall period.
6. In the event of death of any employee prior to retirement or while on a recall status, his estate shall be entitled to receive payment of twenty-five percent (25%) of accumulated sick leave then outstanding.
7. Sick leave shall be granted at the discretion of the Superintendent of Schools to persons only under the following conditions:
 - a. When they are incapacitated from the performance of their duties by sickness or injury.
 - b. When, through exposure to contagious disease, the presence of the person at his or her post of duty would jeopardize the health of others.
 - c. An employee who has been employed for twelve (12) consecutive months or who has worked 1250 hours in the last twelve months is entitled to up to a total of twelve weeks of family and medical leave in any twelve (12) month period. The leave shall be an unpaid leave unless the employee elects to use an accumulated paid leave. The employee must give at least 30 days notice of the intended date upon which leave will commence and terminate, unless prevented by an emergency situation from giving that notice. The employee may be requested to provide written medical certification to support the claim based on the employee's own illness or to care for a seriously ill child, spouse, or parent. The employer may require the certification to include a statement by a medical provider that the employee cannot perform the job duties or that the amount of time the employee requests is needed to care for the family member. The employer may require, at its expense, a second medical opinion. Should there be a disagreement in medical opinions, the Act established procedures for a third and binding medical opinion paid by the employer. The reasons for taking leave under the provision of the Family Medical Leave act of 1993 are as follows:
 - 1) Because of the birth of a child or to care for a newborn child.
 - 2) Adoption of a child or the placement of a foster child.

- 3) To care for a seriously ill spouse, son, daughter, including an adopted or foster child or a parent.
- 4) Because of a serious condition that disables the employee from performing the functions of the employee's position.

Leave to care for a seriously ill family member or because of an employee's own illness, may be taken intermittently or on a shorter work schedule, at the employee's request and when medically necessary.

d. Absences on account of sickness in excess of that authorized under the rules thereof or for personal reasons not provided for under sick leave rules may at the discretion of the Superintendent of Schools be charged to vacation leave with employee's permission.

8. The granting of sick leave is solely at the discretion of the Superintendent of Schools but, if granted, School Committee policy must be followed.

9. Notification of absences shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Superintendent of Schools, be applied to absence without pay. For any period of absence on account of sickness, the Superintendent of Schools may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request thereof, such absence may be applied, at the discretion of the Superintendent of Schools, to absence without pay.

10. When a person subject to these rules is absent because of sickness, such absence shall be charged off against any sick leave credits he or she may have. All absence on account of sickness must be charged off in multiples of one-half or full hours, but in no case at less than the actual time off because of absence due to sickness.

11. If such person has no sick leave credits, such absence shall be charged, at the discretion of the Superintendent of Schools, to leave without pay, to absence without pay, or to vacation leave but shall be charged off on the same basis as above.

12. Custodial employees who use less than five (5) sick days in a school year may choose to participate in the Attendance Incentive Program at the rate of \$100.00 per unused sick leave day for up to five (5) days per school year.

<u>Sick Days Used</u>	<u>Incentive Days</u>	<u>Incentive Amount</u>
0	5	\$500
1	4	\$400
2	3	\$300
3	2	\$200
4	1	\$100

Incentive days will be deducted from the employees accumulated sick leave days when the incentive amount is paid. Employees will notify the School Department of their intent to participate by September 1st of each school year. Employees will receive their incentive payments two weeks after the completion of the respective school year.

ARTICLE XIV

Jury Duty

1. The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty prescribed as follows:
 - a. The leave will be with full pay from the Burlington School Department, however, the employee will return to the Business Office whatever pay is received for jury duty exclusive of expenses and travel paid for by the court.
 - b. The employee will also enjoy all fringe benefits accruing to other employees in his job classification; i.e., payment by the Town of one half (1/2) his/her insurance premiums, full contributions to retirement, etc.
 - c. The employee will be asked upon assuming his jury duty to present to the Business Office evidence of the amount of pay he is to receive from the court.
 - d. In the event the employee is taken ill and provided he does not receive pay from the court, he will be entitled to the benefits normally enjoyed under his sick leave policy.
 - e. The extent of such jury duty leave will be as is required to fulfill the requirements established by the court.
 - f. Any employee who has been served a notice for jury duty must notify his supervisor of such duty at the earliest possible date.

ARTICLE XV

Bereavement Leave

1. In case of death of an employee's spouse, child or stepchild, parent of either spouse, grandchild, a member of the bargaining unit shall be granted leave of absence with pay for five (5) working days. Such paid leave may not exceed five (5) days, and must be taken from the time of death up to two weeks after the funeral.

In the case of death of any immediate family as listed, a member of the bargaining unit shall be granted a leave of absence with pay for up to four (4) working days. Immediate family is defined as brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, uncles, aunts, first cousins or other relative residing in the same household as employee. A three (3) day bereavement leave will be given for spouse's grandparents: a two (2) day bereavement leave will be given for niece or nephew. This leave shall be taken within the period of time from the date of death through four (4) days after the funeral. Such paid leave may not exceed four (4) days.

ARTICLE XVI

Personal Leave

1. All permanent employees covered by this agreement shall be allowed three (3) days of personal leave a year. This personal leave shall be used for legal, business, household, or family matters which require absence from school and which cannot be taken care of during non-working hours. Except in an extreme emergency, notification of Personal Leave must be given to the Director of Building and Grounds seventy-two (72) hours in advance of request for Personal Leave. Personal leave shall not be unreasonably denied by employer.
2. No more than one (1) day of personal leave shall be taken at a time unless it is an emergency or without advance approval of the Director of Buildings and Grounds.

3. Personal leave not used during any year shall be added to accumulated sick leave.

ARTICLE XVII
Safety Committee Code

A safety committee composed of two (2) representatives of the union and two (2) representatives of the employer is to be appointed by the Superintendent of Schools. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this agreement agree to enforce provided such code is acceptable to the fire chief and/or police chief, whichever may be the appropriate person, and the insurance carriers.

ARTICLE XVIII
Protective Clothing, Materials and Tools

1. The employer agrees to provide all materials and tools required to perform the duties assigned to the employees covered by this agreement.
2. A work clothing allowance of \$250 in each year of the contract will be granted each custodian and house-worker covered by this agreement. The clothing allowance is to be used to purchase a minimum of 3 work shirts, dark blue work pants, or blue jeans, sweatshirts, and other desired work clothes, except sweatpants. Clothing items, except pants, are to be purchased from a vendor chosen by the Director of Buildings and Grounds and representatives of the custodial union. Clothing orders are to be made by July 1. When the invoice is received and payment is made to the vendor, the remaining unused clothing allotment will be distributed to each custodian by the first pay period in September.
3. Effective July 1, 2008 a maximum \$200 allowance will be granted for repair or replacement of eyeglasses or contact lenses broken on the job.
4. Clothing allowance shall be paid by the first pay period in September.

ARTICLE XIX
Workmen's Compensation

Employees of the Burlington School Department who are receiving Workmen's Compensation benefits may draw from their sick leave credits (13.3 hours) to make up the difference between the payment of compensation and their full week's pay. During the first year that said employees are receiving Workmen's Compensation benefits, they shall also receive all benefits due them under this agreement, unless during the year the employee uses up all his/her sick leave, then said benefits would stop effective on the next pay period. After that date the employee would remain an employee of the Burlington School Department until she/he was able to return to work, resigned, or retired (disability ordinary or regular). Employees must exercise this option at the time of filing the initial report of claim of injury.

ARTICLE XX
Longevity

1. A longevity increment as specified in paragraph 2 shall be granted to each full-time employee hired prior to July 1, 1984 at the completion of each five (5) years of full-time employment.

2. The increment shall be 3% of the base pay in effect at the completion of five (5) years of full-time employment; 6% of the base pay in effect at the completion of ten (10) years of full-time employment; 9% of the base pay in effect at the completion of fifteen (15) years of full-time employment; 12% of the base pay in effect at the completion of twenty (20) years of full-time employment; 15% of the base pay in effect at the completion of twenty-five (25) years of full-time employment. The maximum increment shall be received at the completion of twenty-five (25) years of full-time employment.

3. Employees hired after July 1, 1984 will receive a longevity increment as detailed in Schedule L1.

Schedule L1

Effective July 1, 2009 Effective July 1, 2010

Year 5-10	\$ 800	\$ 900
Year 10-15	\$1000	\$1100
Year 15-20	\$1200	\$1300
Year 20+	\$1400	\$1500

4. The longevity increment shall in no way be considered as part of the salary rate for civil service purposes.

5. The longevity shall be included, for all applicable purposes, in determining any and all rights under the Middlesex County Retirement Fund.

**ARTICLE XXI
Miscellaneous Provisions**

1. Reimbursement shall be granted to employees required by the School Department to use their own vehicles to transport tools and equipment throughout the system at the average current rate paid to other town employees. The appropriate mileage report shall be submitted on a biweekly basis to the Director of Buildings and Grounds for approval and submission to the Business Office for processing.

2. Elected delegates to a convention, seminar, or meeting approved by the Superintendent of Schools shall suffer no loss of pay when such absence occurs during the employee's normal workday at the time of such absence. A bank of eight (8) days will be established each year for use by elected delegates. In a given year during this contract agreement, if the bank of eight (8) days is not used, a maximum of two (2) days may be carried forward to the following year, but at no time will the bank exceed ten (10) days for use by elected delegates during any contract year.

3. All boilers in all schools shall be cleaned by outside contractors.

4. Bulletin Boards - Announcements shall be posted in custodial areas where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciating or inflammatory written material on such bulletin boards.

5. Access to Premises - the employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL/CIO and/or Council No. 93 and/or Local 1703 to enter the premises.

6. When schools are closed due to inclement weather, House-workers will not be required to report for work and shall not suffer any loss of pay.

7. Work-related courses or training programs with written prior approval by the Director of Buildings and Grounds and/or Superintendent of Schools or their designee will be paid in total.

8. Employees shall be given statements of accrued vacation and sick leave as of June 30 of each year by the following July 15.

9. Full-time Position

- BHS Administrative Position shall be returned to full-time status
- Incumbent shall remain in position
- Position shall be posted when vacant

**ARTICLE XXII
Health & Welfare**

1. The School Department's contribution to medical insurance premiums for fiscal year 2009 shall be as follows:

- 50% of total monthly premium for BX/BS Blue Choice (Indemnity Plan)
- 75% of total monthly premium for BX/BS HMO Blue Family Plan and 76% of Individual Plan
- 75% of total premium for Harvard/Pilgrim Health Plan

Effective January 1, 2009 the Town of Burlington shall pay 70% of HMO plans with a minimum of two (2) HMO Plans being offered and the employee shall pay 30% of the HMO plan.

2. Either party shall have the option to request further bargaining relative to change in medical insurance premiums, inclusion of the Massachusetts Employees Eye and Dental Fund, or any proposed changes that are collectively bargained between the Union and the Burlington School Department.

The current plan design and co-payment structure shall continue until any changes are collectively bargained between the Union and the Burlington School Department.

Effective January 1, 2009 the School Committee through the Town agrees to offer a Flexible Benefits Plan in accordance with all applicable Federal and Massachusetts Laws and Regulations. All administrative costs will be paid by the Town.

The School Committee as the bargaining agent for the Town regarding health insurance issues agrees that all changes to plan design (including co-payment amounts), premium splits and/or insurance carriers regarding health insurance will be bargained in accordance with the provisions of Massachusetts General Law c. 150E.

**ARTICLE XXIII
Duration**

1. This agreement shall remain in full force and effect for a period of three (3) year from July 1, 2008 through June 30, 2011, and shall renew automatically from year to year thereafter unless either party shall serve written notice by registered or certified mail to the other of its desire to amend, modify, or terminate this agreement. Such notice shall be sent not less than sixty (60) days prior to the above date.

2. Notification on or about November 1, 2010 of the desire of either party to amend or modify this agreement shall be in writing to the other party setting forth in such a notice a list of proposals, changes, or modifications desired by the party giving notice. Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations on the issues raised.

3. During negotiations nothing shall preclude either party from modifying any proposal made.

In witness thereof, the employer has caused this instrument to be duly executed by its authorized designees and the union acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 9th day of September, 2008.

For the Burlington School Committee:

Michael F. DeSimone, Chairman
Thomas F. Murphy, Jr., Vice Chairman

For the Custodial Union:

Christopher Mason, President