

*CONTRACT*

*Government Employees' Union Local 2  
(SCHOOL CUSTODIANS)*

*AND*

*THE LEICESTER SCHOOL COMMITTEE*

*JULY 1, 2015- JUNE 30, 2018*

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## **ARTICLE 1- PURPOSE**

Pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Section 4, this agreement is made this day of **May 10, 2015** by and between the Leicester School Committee (hereinafter referred to as the Employer) and the school custodians represented by Government Employees' Union (GEU) (hereinafter referred to as the Union), and has as its purpose the promotion of harmonious relations between the Employer and the Union.

## **ARTICLE 2 - RECOGNITION**

In recognition of the fact that the custodial employees in an election on October 17, 1991 have selected the Union as exclusive bargaining representative and that a certification has been issued to this effect for the specific purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Leicester School Committee recognizes the Government Employees' Union as the exclusive representative of all regular full time and part time custodial employees but excluding all managerial, confidential, casual and other employees.

## **ARTICLE 3 - EMPLOYER'S RIGHTS**

The Union recognizes that the School Committee and the Administration must provide quality, efficient and economical operation of its schools and to promulgate reasonable rules and regulations thereof. The Union further recognizes the legal right of the Committee to operate and manage the schools including such rights except where any such rights are specifically modified or abridged by terms of this agreement:

1. to maintain order and efficiency
2. to select, hire, promote and direct the custodians in accordance with the requirement, enrollment needs and financial needs of the schools and to determine the place where work is to be performed
3. to assign, reassign and schedule all duties and assignments,
4. to determine the quantity and types of equipment to be used
5. to introduce new methods and facilities
6. to determine staffing requirements and the number and location of facilities
7. to determine whether the whole or any part of the operation shall continue to operate
8. to determine the qualifications for positions
9. to demote, suspend, discipline or discharge
10. to layoff custodians for lack of work or lack of funds subject to the terms of this agreement

## **ARTICLE 4 - CHECKOFF/UNION SECURITY**

After 30 days of employment an employee may tender monthly membership dues charged by the Union by signing a payroll deduction authorization form. During the life of this Agreement and in accordance with the terms of the authorization form hereinafter set forth, the Employer agrees to deduct from each pay period, dues levied in accordance with the Constitution of the Union and remit the aggregate amount to the Treasurer of the Union on a monthly basis.

## **ARTICLE 4A - AGENCY SERVICE FEE**

- A. Commencing on the effective date of this Agreement, all employees who are members of the bargaining unit will be required as a condition of their employment to pay an authorized biweekly agency service fee (to be deducted from the employee's paycheck) unless they become members of the Union within thirty (30) days. Said fees will be in an amount determined in accordance with all state and federal laws and regulations and will reflect the costs of collective bargaining contract administration and other permissible charges, except that in no case will the fee be greater than the annual dues of G.E.U. Local #2.
- B. This Article will not apply to any employees who have authorized the Town Treasurer to deduct Union dues under Article 4 of this Agreement.
- C. It is understood by the School Committee and the Union that deduction of the agency service fee will be made by the Town through the Treasurer only during the existence of an executed Agreement between the School Committee and the Union.
- D. The collection of the fee (with the exception of Authorized payroll deduction) shall be solely the responsibility of the Union, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.
- E. The Union will enforce payment of the agency service fee. The Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the agency service fee.
- F. It is the responsibility of the Facilities Manager to notify G.E.U and the Steward of any new employees hired into the bargaining unit.

## **ARTICLE 5 - NO STRIKE/NO LOCKOUT**

During the term of this agreement there shall be no strikes, work stoppages or slowdowns of school operations by the Union or its members. The employer agrees not to lock out any employee covered by this agreement.

## **ARTICLE 6 - DISCIPLINE**

The School Committee or designee may impose disciplinary action for just cause. Disciplinary action may include, but is not limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

The School Committee or representative will give written notice to employees within five (5) days of imposing 3 and 4 above and will forward a copy to G.E.U. Local #2.

Written notice regarding suspension will specify the number of days imposed. Disciplinary actions under items 3 and 4 above can be taken up at the second step of grievance procedure.

No employee will be terminated or suspended for more than five (5) days without a hearing. Hearings will be held before the Principal in the first instance, unless it involves a decision made by the Superintendent, in which case, s/he will be the sole hearing officer. If a suspended or terminated employee disagrees with a decision of a building principal, the aggrieved employee may appeal to the Superintendent for a hearing.

## **ARTICLE 7- GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute concerning the interpretation, implementation, or application of this collective bargaining agreement.

1. An employee or group of employees having a grievance shall present it in writing through the Union steward or bargaining representative, to the Facilities Manager or his or her designee, stating specifically what article or articles of the collective bargaining agreement the employee believes to have been violated. This must take place no later than five (5) working days after the employee has knowledge of the grievance. The Facilities Manager shall have seven (7) working days to respond to the grievance and, depending on the nature of the grievance reserves the right to confer with the Building Principal.
2. If the employee is not satisfied with the Facility Manager's, or his or her designee's response, the employee together with his union representative, may appeal the grievance to the Building

Principal (note: in the case of a custodian/maintenance person assigned to grounds keeping, that person shall file a step two grievance with the Principal where the facts leading to the grievance have occurred). Such appeal must be filed within seven (7) days of the date of the answer from the Facilities Manager. The Principal or his designee will have will have seven (7) working days to give his or her answer to the grievance in writing.

3. If the employee is not satisfied with the answer of the Principal, the employee or the Union representative may appeal the grievance to the Superintendent. Such appeal must be filed within seven (7) days of the date of the answer of the Principal. The Superintendent will have seven (7) working days to give his or her answer to the grievance in writing.
4. In the event that the aggrieved employee is not satisfied with the decision of the Superintendent, the Union, within ten (10) working days after receipt of the decision of the Superintendent, may submit the grievance for arbitration to the Massachusetts Board of Conciliation and Arbitration. Any such arbitration shall be conducted in accordance with the rules of the Board of Conciliation and Arbitration. The Arbitrator or arbitration Panel shall be without power to add to, subtract from, or modify in any way the provisions of this Agreement. The costs of arbitration shall be borne equally by the parties.
5. Failure of the employee or the Union at any stage of this procedure to appeal the grievance to the next level within the time specified shall be deemed to be acceptance of the decision rendered at that level.
6. The grievant shall have the right to use at his/her presentation of any level of this grievance procedure, representation of his/her choosing but not normally to exceed two (2) representatives.
7. Failure by the Superintendent to respond within the time limits set forth in the Article shall be deemed a denial of the grievance at that step of the grievance process.
8. Any time limits contained in this Article may be waived by agreement of the parties.

## **ARTICLE 8 -SENIORITY**

The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee. In the cases of a newly recognized unit, all members coming under contract will retain their length of service from their date of hire. (See Appendix A - Seniority List)

The principle of seniority shall be the governing factor in all cases of transfer, preference in vacant shift assignments (excluding promotions) and choice of vacation periods. In cases of promotion, seniority shall be considered along with qualifications, ability and experience.

Any changes made pursuant to this article that involve a change of building are subject to the approval of the building principal at the location of transfer or other change pursuant to Article 8, are subject to review and prior approval by the Superintendent.

## **ARTICLE 9 - HOURS OF WORK**

The regular hours of work each day will be consecutive except interruption of lunch periods. The work day will consist of eight (8) consecutive hours, or a lesser amount for part-time employees, within a twenty-four (24) hour period. Each employee will be scheduled to work a shift with regular starting and quitting times.

For day shift employees:	6:00 a.m. to 2:00 p.m.
Employees reporting to Grounds - days	7:00 a.m. to 3:00 p.m.
For swing shift employees:	10:00 a.m. to 6:00 p.m.
For night shift employees:	2:00 p.m. to 10:00 p.m.

All shifts receive a 30 minute paid lunch/supper period on the premises. One person may be allowed to leave to purchase take-out food orders. Clean up and the end of the shift will be confined to the last ten (10) minutes of the shift

During school vacations, full day professional development days, shut downs, and summer school vacations, all employees shall work 7am to 3pm. When school is cancelled prior to the start of the first shift, all employees will work a day shift of 7 a.m. to 3 p.m. or 8 a.m. to 4 p.m. at the discretion of the Superintendent or his/her designee. During all half-day professional development days, custodians shall work their regular shift, unless it is mutually agreeable by both the employee and the Superintendent or designee that an alteration in work hours be made. On all other early release days, such as the day before Thanksgiving, night employees shall work 10 a.m. to 6 p.m.

On the last day of school with students present, the night shift will work 10 a.m. to 6 p.m. unless there are extraordinary circumstances.

All bargaining unit members in the job title of Head Custodian shall work the 2:00 p.m. - 10:00 p.m. shift exclusively.

All employees will use time sheets, as determined by the Superintendent, for documenting their daily entry and exit from their work shift.

## **ARTICLE 10 - OVERTIME**

Overtime work is hereby defined for the purpose of this contract as work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week. It is understood that part-time workers called in for snow removal or for scheduled extra duty shall be paid overtime pay. Employees shall be paid one and one-half the regular hourly rate for all overtime work. Overtime for snow removal will be paid for time worked.



The assignment of overtime work shall be on a rotating basis (school specific) for all maintenance and emergency work. Any employee called back to work on the same day after having completed their assigned work and left their place of employment and before their regular scheduled starting times shall be paid at the rate of time and one-half for all hours worked on recall. They will be guaranteed a minimum of three (3) hours pay at time and one-half for recall. All building checks done on Saturdays, Sundays, and holidays by the Head Custodian or his/her designee shall be paid at the rate of time and one-half of the employee's regular hourly rate. Custodians performing building checks will be guaranteed a minimum of one (1) hour of work for each building checked. This duty will be performed at scheduled times during the school year with at least 14 days notice given for start and end dates. It is understood that when there is scheduled overtime for extra duty of any kind on days when building checks are normally done, building checks will be part of this scheduled time, rather than scheduled as additional time.

Any event that lasts beyond thirty minutes before the work shift ends (Monday-Friday), excluding School and Town sponsored programs, shall pay for any OT required to clean up and close the building. Unscheduled weekends and holidays for all functions will be automatically paid a minimum of three hours at time and one-half, except for snow removal, which will be paid for time worked. Work shall be voluntary except for building checks and snow removal.

Snow removal will be done on an as needed basis as determined by the Superintendent together with the Facilities Manager. Volunteers for overtime snow removal will be sought first. Using the seniority list, the Facilities Manager will solicit volunteers through the senior head custodian by going down the seniority list from top to bottom. If no volunteers are secured, the Facilities Manager, through the senior Head Custodian, may call custodians in by inverse seniority.

For the purpose of overtime computation, all paid leaves (including sick leave, bereavement leave, vacation leave, personal leave, jury duty and holidays) shall be regarded as hours actually worked.

The overtime for functions and summer camps, excluding School and Town sponsored programs, will be scheduled after regular scheduled hours and will be on a rotating basis, bargaining-unit wide. The Facilities Manager will establish an overtime roster by seniority to be used for said events. It will be the responsibility of the Facilities Manager to distribute (or offer) the overtime in a fair and equitable manner. If there is a disagreement as to what constitutes an event subject to the school use policy, the Union or its member may file a grievance as prescribed in Article 7.

## ARTICLE 11- HOLIDAYS

The following days shall be considered to be paid holidays for custodial personnel:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	the day before Christmas*
July 4 <sup>th</sup>	Christmas Day
New Year's Eve Day	

And any other day that may be declared a holiday by the Federal Government, State Government or the Leicester School Committee.

\*If school is open the day before Christmas the holiday will automatically move to the day after Christmas.

Holiday pay shall be computed in accordance with the employee's customary number of hours worked and straight time rate of pay as of that date.

If a holiday occurs on a weekend where there is no week day school closing in recognition, then this holiday will become a floating holiday to be granted as a paid day off scheduled under mutual agreement within the school.

If a holiday occurs on a regular work day within an employee's vacation period, they shall receive an additional day of vacation with pay.

An employee required to work on Christmas, Thanksgiving, or New Year's shall receive in addition to the regular holiday pay an amount equal to one and one-half (1-1/2) 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 at the above rate (excluding building checks).

## ARTICLE 12 - VACATION

1. Employees hired after the beginning of the fiscal year (July 1) shall earn vacation time at the rate of one (1) day for every two months of work. The vacation days shall not exceed five (5) days.
2. For service of less than two (2) years, five (5) days
3. For service of more than two (2) years but less than five (5) years, ten (10) days
4. For service of more than five (5) years but less than ten (10) years, fifteen (15) days

5. For service of more than ten (10) years but less than twenty (20) years, twenty (20) days
6. For service of more than twenty years but less than thirty (30) years, twenty-five (25) days
7. For service of thirty (30) years or more, thirty (30) days

For the first year of employment employees will receive one (1) vacation day for every two (2) months worked through June 30 of that fiscal year. Time worked will count as one full year towards earned vacation time. Thereafter, all employees shall receive the incremental vacation time as of July 1 of the year the employee reaches the trigger year for additional vacation time (i.e. upon July 1 of the individual's third year of employment, they will receive 10 vacation days) Upon resigning, the School has the right to withhold the last pay check if an employee has used the additional vacation time but has not yet completed the work year in which it is awarded.

Employees hired on or prior to July 1, 1994 will, upon leaving the District for any reason including retirement, be paid out for all unused vacation days. Employees hired on or after July 2, 1994 upon leaving the District for any reason, including retirement, shall receive a prorated payment for such vacation days based upon the actual days worked during the fiscal year that the member leaves the District.

The parties agree that no vacation can be utilized the last week of school summer vacation.

Upon enactment of this Agreement the parties agree that a fifteen (15) day notice must be given for all vacation requests of five (5) or more consecutive work days.

Vacation will continue to be selected pursuant to Article 8, seniority. If one of the permanent custodial maintenance persons assigned to grounds is on vacation leave, the other permanent custodial maintenance person assigned to grounds may not take vacation leave during that time. If a custodial maintenance person from within a building is assigned to grounds by the Facilities Manager as a fill-in, s/he will not be subject to this vacation restriction while filling in.

Custodial employees reporting to Grounds will not be allowed to take vacation time in consecutive weeks exceeding two weeks at a time from April to May.

All school buildings during the Christmas break will be staffed by one (1) person based on seniority or a revolving schedule.

## **ARTICLE 13 - SICK LEAVE**

Each employee shall be credited with sick leave pay at the rate of one and one-fourth (1 ¼) days for each month of work. Sick Leave may be utilized in increments of 2 hours or more.

Sick days may be accumulated up to a maximum of 200 days. Any sick leave accumulation which present employees have earned at the effective date of this Agreement shall be retained.

The Principal or his/her designee may request a doctor's note for any illness lasting three or more days in length. Provided this is not done in an arbitrary and capricious manner.

Upon retirement, the employee shall receive 1/3 of their total accumulated sick leave, to a maximum of twenty-five (25) days. The time necessary to receive the sick leave buy back provision will be ten (10) years of service until June 30, 2011. After June 30, 2011 the time necessary to receive this benefit will be twenty years (20) of service.

For an employee who is in pay status excluding sick leave for a consecutive 130 working day period, the employee shall receive an additional day to be used during the fiscal period. An employee may accumulate a maximum of two (2) sick leave incentive days (to be added to the vacation leave accumulation for the purposes of payroll) in a fiscal period. One earned sick leave incentive day may be carried over to the next fiscal year. If an employee uses a sick day(s), the 130 consecutive working period for the purpose of earning a sick leave incentive day must begin again from day one.

Bedside care - an employee will be entitled to use up to five (5) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's household or the following immediate relatives other, mother, father, sister, brother, husband, wife, daughter or son.

### **Family Medical Leave Act**

The School Committee agrees to abide by the provisions of the FMLA of 1993. This Article is subject to the grievance procedure.

### **Sick Leave Bank**

a. The School Committee agrees to establish a sick leave bank for the use of personnel who have exhausted their accumulated and annual sick leave days and any other leave days including vacation, incentive and personal days (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through continued illness. Only members of the bargaining unit covered by this agreement shall be eligible to receive the benefits of this bank.

b. Benefits from the sick leave bank shall be available to permanent full time and permanent part-time members after one year's continuous service with the Leicester Public Schools. Part time employees shall receive benefits proportional to the number of hours worked.

- c. The total accumulated sick leave in the sick leave bank shall not exceed 400 hours.
- (1) As of July 1, 2002 each member of the bargaining unit shall contribute one day to the bank
  - (2) On each anniversary of the effective date of this contract each member of the bargaining unit shall contribute one day to the bank unless the maximum accumulation would be exceeded by so doing.
  - (3) In addition, employees who have accumulated sick leave shall be assessed one day each in the event that the number of hours in the bank falls below 50 hours.
  - (4) No member of this bargaining unit shall contribute more than five days per fiscal year to the bank.

d. Employees may receive benefits of the sick leave bank subject to the following rules:

- (1) Applications for benefits shall be in writing to the Superintendent of Schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness.
- (2) Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.
- (3) Sick Leave days drawn from the bank shall be actual work days excluding weekends and holidays.
- (4) No employee shall begin to draw on the sick leave bank until absent without sick leave for five
- (5) days after which they may apply for the use of the sick leave bank and, if approved, the sick leave will be retroactive to the first day of this absence.
- (5) Sick leave benefits may be drawn on only to the extent of the hours available in the sick leave bank.
- (6) Sick leave benefits shall cease after 20 days of benefits.

e. A five member committee shall be appointed by G.E.U. and shall administer the sick leave bank. G.E.U. shall notify the Superintendent or his/her designee in writing of said committee members and any changes to such during the time line of the contract.

f. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as another employees per sick leave provisions elsewhere in the contract.

g. Employees may utilize the sick leave bank only for their own illness. In particular, the sick leave bank may not be utilized for family illness.

h. Denials for request for sick leave by the Sick Leave Committee are not grievable under Article 7.



## **ARTICLE 14 - PERSONAL LEAVE**

Effective July 1, 1993 and every year thereafter, all employees under this agreement shall receive three (3) personal days. Such personal leave will not exceed three (3) days in anyone contract year. No personal leave may be taken the first or last week of the school year. All requests for personal leave must be approved by the Superintendent of Schools or his designee at least twenty-four (24) hours in advance of the date of the intended leave, except in the case of emergencies.

## **ARTICLE 15 - BEREAVEMENT LEAVE**

Custodial and maintenance personnel will be granted bereavement leave in accordance with the following provisions:

1. In the event of the death of a father, mother, sister, brother, spouse, daughter, son, stepfather, stepmother, stepsister, stepbrother, stepdaughter, stepson and foster child, five (5) days beginning with the first full day of absence.
2. In the event of the death of grandparents, grandchildren, mother-in-law, father-in-law, three (3) days beginning with the first full day of absence.
3. In the event of the death of other relatives (aunt, uncle, spouses of aunt or uncle, niece, nephew, brother-in law, sister-in-law and first cousins), one day for attendance at the bereavement services/funeral.
4. All time periods shall include weekends and holidays.
5. In the event additional time is necessary, said additional time will be deducted from sick leave on approval by the Superintendent.

## **ARTICLE 16 - JURY PAY**

The School Committee will pay an employee who actually serves as a juror in a federal court or in the courts of the Commonwealth the difference between his/her base wage and the payment the employee received for such jury service, exclusive of any travel allowance. The employee shall present proof of jury service and the amount of pay he received therefore to the School Committee or its designee in order to receive payment under this article from the School Committee. For the purpose of this article, an employee required to report for jury duty but who has not actually served shall be eligible for jury pay in accordance with the above for each reporting day.

Notwithstanding the above paragraph, the School Committee will pay an employee who actually serves a juror in the courts of the Commonwealth his or her regular wages due the employee for the first three days, or part thereof of such service, in accordance with Section 48 of Chapter 234A of the Massachusetts General Laws.

## **ARTICLE 17 - INSURANCE**

In accordance with Chapter 32B of the General Laws of Massachusetts, all eligible employees will have the option of acquiring health insurance under this Agreement. The employee will pay 25% of the cost of the plan as is the current practice. All new employees will pay 30% of the cost of the town offered insurance plan. In order to shelter an employee's contribution to medical insurance or an HMO plan from income tax, the School Committee agrees, to the extent permitted by law, to implement a "premium conversion plan" (cafeteria plan) for health insurance for employees.

A minimum of \$10,000 life insurance coverage will be available for all employees covered under this Agreement.

## **ARTICLE 18 - UNION STEWARD**

The identification of the Union steward and other representatives will be furnished to the employer immediately after their designation and the Union will notify the employer of any changes.

The Union steward will be granted one (1) hour weekly in order to investigate and settle membership grievances filed. It is understood that the investigation and settlement of grievances shall not interfere with the educational process. Requests for time shall be made to building Principal. Such time will not interfere with the normal operations of the schools.

## **ARTICLE 19 - JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted for five (5) working days in a conspicuous place, listing the pay range, duties, and qualifications. The employer agrees to follow the terms set forth in ARTICLE VIII - SENIORITY for all transfers, shift assignments and promotions. After the fifth day of the job being posted, in the case of no internal applicants, the Employer shall then seek to fill the position from a source outside of the bargaining unit

When an employee accepts a new position by either transfer or promotion s/he will serve in the position gained by that transfer or promotion. If an employee wishes to change their mind regarding transfer or promotion, s/he will withdraw their name from consideration prior to the closing of the posting. All posted positions will be filled within ten (10) days of the closing of the posting.



## **ARTICLE 20 - CONTRACTING AND SUB-CONTRACTING**

The employer agrees not to contract out any work currently performed by unit employees prior to offering it to members of the bargaining unit. Should the employer contract out or sub-contract out any work currently performed by unit employees, no elimination of jobs, layoffs, or reduction in regularly scheduled hours will result.

No substitute or temporary positions or employees will extend beyond thirty (30) days without a joint review by the Union and the employer.

## **ARTICLE 21 - LAYOFF AND RECALL**

- a. The School Committee may layoff an employee for lack of work or lack of funds.
- b. An employee who is to be laid off for lack of work or lack of funds shall receive a written notice of layoff not less than fifteen (15) working days prior to the effective date of the layoff.
- c. Employees shall be laid off in inverse order of seniority within their job titles, with the least senior employee in a job title being laid off first.
- d. An employee who is to be laid off shall have the right to bump a less senior employee in an equal or lower job classification, provided the bumping employee is determined by the Superintendent to be qualified to do the work of the bumped employee. The Superintendent's decision as to qualifications shall not be subject to grievance or arbitration.
- e. An employee who has been laid off shall be entitled to recall rights for a period of eighteen (18) months from the effective date of the layoff. Employees shall be recalled by seniority in inverse order of layoff, provided an employee being recalled is determined by the Superintendents to be qualified to do the work of the position to which he would be recalled. The Superintendent's decision as to qualifications will be subject to the grievance procedure, specifically the grievance may be heard by the school committee, but it will not be arbitrable.
- f. An employee shall be notified in writing of an opportunity for recall. Such employee shall notify the Superintendent no later than fifteen (15) days after the date of such notice if he wishes to be reinstated. If s/he fails to respond within the fifteen (15) day period, s/he shall forfeit his/her recall rights under this Article. Employees may refuse to be recalled to a lesser paying position without a penalty.
- g. A recalled employee shall work 50% of the time equal to his/her layoff to regain full seniority rights.
- h. In connection with any notice to be sent pursuant to this Article, it shall be the responsibility of the employee to advise the School Committee of the address to which all notices shall be sent and the School Committee may rely on such information as supplied by

the employee.

i. It is the responsibility of the School Committee to notify the Union of an impending reduction of force within fifteen (15) working days in order to schedule meeting with the Union to discuss the impact of the layoff on the affected employees.

## **ARTICLE 22 - HEALTH AND SAFETY**

All employees will wear protective gloves when cleaning bubblers, nurse's station, bathrooms and when handling any bodily fluids. Failure to do so will result in disciplinary action.

No employee is to work alone in a building performing hazardous duties including electrical work and any climbing (ladders, staging). New employees are to be trained in hazardous waste/safety procedures.

A joint Health and Safety Committee will be formed comprised of two members of the bargaining unit and two representatives of the employer.

All Custodian Work rooms shall be fitted with a First Aid Kit.

An employee has the right to refuse an order that endangers the personal safety of the employee without punitive actions taken. The Facility Manager and Building Principal shall decide the safety issue in question.

Uniforms. The employer agrees to provide to the employee:

(1) pair of rubber boots for the assigned outside custodial maintenance personnel every other fiscal year beginning 7/1/92.

Hepatitis B shots shall be available to all bargaining unit members upon request. A daily supply of latex gloves.

## **ARTICLE 23 - WAGES**

The wage schedule appears in Appendix C of this agreement.

During the first year of employment, the bargaining unit member's salary/pay will be prorated to reflect the actual start of work date. Thereafter, all bargaining unit employees will receive the negotiated salary and step/lane increases effective July 1 of the fiscal year.

Effective **July 1, 2015** all bargaining unit employees will receive a two (2%) percent across the board increase.

Effective **July 1, 2016** all bargaining unit employees will receive one and three quarters (1.75%) percent across the board increase.

Effective **July 1, 2017** all bargaining unit employees will receive a one and three quarters (1.75%) percent across the board raise.

Longevity: An employee will be paid a longevity payment of \$500.00 per year for each year of service at 15 years of service and \$650.00 per year for each year of service at 20 years of service and \$850 per year at 25 years or more of service. Payment will be made on the first pay period following July 1 of the qualifying (15<sup>th</sup> or 20<sup>th</sup> or 25<sup>th</sup>) year.

## **ARTICLE 24 - PERMANENT APPOINTMENT**

All bargaining unit members shall receive permanent appointment upon completion of six (6) months of service to the Leicester Public School System in a permanent position.

A permanent employee, as defined in this article, shall have the right to grieve his/her discharge or suspension by initiating the grievance at the Superintendent's level.

A. Each probationary employee shall be reviewed every thirty (30) working days with a written Evaluation filed in his/her personnel file. The evaluator shall be the building Principal and the Facility Manager.

## **ARTICLE 25 - PROMOTIONS**

A bargaining unit member who is promoted to the position of Head Custodian shall serve a six (6) month probationary period for said classification. He/She shall retain his/her rights as a permanent employee in the lower classification. The bargaining unit member may elect to bump back to his/her original classification or if after the six (6) month probationary period is served, the Principal along with the recommendation of the Facilities Manager may restore the bargaining unit member to his/her original position.

## **ARTICLE 26 - BULLETIN BOARD**

The School Committee shall provide a bulletin board in the custodial area of each school for Union notices.

## **ARTICLE 27 - MATERNITY LEAVE**

An employee who has worked for at least 3 consecutive months and who gives at least two weeks advance notice to the Building Principal or Facilities Manager, in the case of custodial maintenance personnel reporting to grounds keeping, of his/her anticipated date of departure and his/her intention to return, shall be allowed maternity leave of eight (8) weeks for the purpose of giving birth or for adopting a child under 18 years of age or 23 years of age if the child is mentally or physically disabled. Upon his/her return s/he shall be restored to his/her previous or similar position with the same status, pay, length of service and seniority, whenever applicable, as of the date of his or her leave. The maternity leave will be without pay.

Maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit benefits plans or programs for which she was eligible at the date of her leave. The leave shall not be included, however, in the computation of such benefits.

The Article is intended to recognize the provision of Massachusetts General Laws, Chapter 149, Section 105D.

## **ARTICLE 28 - MISCELLANEOUS PROVISIONS**

Permanent part-time employees hired after July 1, 1995 are to be scheduled to work no more than twenty-one (21) hours per week and shall have all the benefits of this agreement on a prorated basis.

Employees who work in a higher classification, after working ten or more consecutive days, shall be paid for all such days, retro to the first day. After working ten or more consecutive days in a higher classification, all benefits used during the period will be paid at a rate commensurate with experience. This rate to be seventy-five cents (\$0.75) per hour.

Recall provisions for alarm call-ins will only occur on weekends, before and after shift endings and on holidays.

Should a member of the bargaining unit after serving five (5) years in permanent position choose to voluntarily transfer to a lower classification in the bargaining unit, he/she will be placed at the top step of the range or the step closest in pay to the hourly rate he/she is currently earning so long as the loss in pay reflects the minimum loss to a member electing to take a voluntary demotion.

Prior to serving five (5) years in a permanent position, an employee who elects to take a voluntary transfer to a lower classification, will be placed on the same step he/she would have been in if they had remained in the classification of Custodian/Maintenance.

If a bargaining unit member is involuntarily demoted, he/she will be placed on the top step of the lower classification and such action is subject to the grievance procedure.

A \$1,500 retirement bonus will be paid upon completion of twenty (20) years of service and upon notification of retirement to be received six months before the retirement date. A \$2,000 retirement bonus will be paid upon completion of twenty-five (25) years of service and upon notification of retirement to be received six (6) months before the retirement date.

## **ARTICLE 29 – UNIFORMS**

All employees covered by this agreement will wear a uniform supplied by the school department. The uniform shall consist of a short-sleeve, maroon, polo golf shirt and khaki pants. There will be no cost to the employee for this uniform and the uniform shirt will be embroidered with “Leicester School Department” and the first name of the employee. Grounds staff shall be provided access to a reflective vest for use during grounds maintenance work.

In addition, the staff assigned to grounds will receive reimbursement up to \$150 every other year for the purchase of steel toe boots upon presenting a receipt for same.

During the summer vacation period, wearing of uniforms shall be waived. During the summer months, the Principal or Facilities Manager may request custodial staff to wear uniforms for special functions only, provided the custodial staff is given a twenty-four notice.

## **ARTICLE 30 -SHIFT DIFFERENTIAL**

Personnel assigned to the 2:00 p.m. through 10:00 p.m. shift shall receive the shift differential for all time worked and for benefit purposes, excluding school vacations and release days.

Effective July 1, 2008 and each July 1 of this Agreement all custodial personnel scheduled to work the 2:00 p.m. through 10:00 p. m. (Excluding the summer schedule) will receive the following shift differential for all hours in pay status excluding overtime.

July 1, 2015 \$1.50 per hour

July 1, 2016 \$1.50 per hour

July 1, 2017 \$1.50 per hour

## **ARTICLE 31- SCOPE OF AGREEMENT**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications will continue in full force and effect

This Agreement includes all agreements reached by the parties hereto respecting matters pertaining to the wages, hours and other conditions of employment of employees which either the Committee or the Union proposed as the subject of negotiations.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement may not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.

## **ARTICLE 32 - EVALUATION**

The annual evaluation will be used as a method by which the Principal or his/her designee reviews the job performance of all School Custodial employees. The evaluation is to be used as a tool for both parties to have a clear understanding of the expectations of the specific jobs; it will not be used as a basis of merit pay increase nor as an incentive program of any kind. The evaluation is intended to be a positive approach to enhance Employer and Employee relationships. It is not intended to replace or to be used in conjunction with Article VI-Discipline. An evaluation form may be used to support the documentation provided by the Principal or his / her designee for disciplinary reasons.

The annual evaluation will be an objective, not subjective analysis of the Employees' job performance.

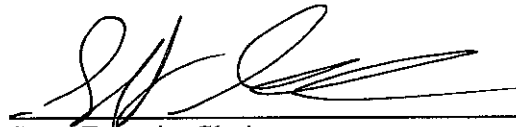
If a bargaining unit member receives an evaluation they wish to dispute, the School Superintendent will convene a hearing in order to determine the facts of the case. The

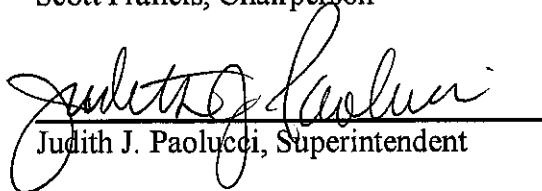
Superintendent shall have 15 working days to render a decision after the hearing date. A bargaining unit member may submit a rebuttal to be attached to the evaluation form and put in the employee's official personnel file. An employee cannot grieve his/her evaluation. The evaluation form is attached as an appendix to this agreement

### **ARTICLE 33 - DURATION**

This contract shall extend from July 1, 2015 to June 30, 2018 and shall continue in force an effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than one hundred eighty (180) days and no later than thirty (30) days prior to the expiration date as set forth above or the contract will automatically renew itself for successive terms of one (1) year. After receipt of notice by either party, a conference will be held between the School Committee and the Unions Negotiation Committee for the purpose of negotiating such amendments or modifications.


#### **Leicester School Committee**

  
\_\_\_\_\_  
Scott Francis, Chairperson

  
\_\_\_\_\_  
Judith J. Paolucci, Superintendent

#### **Government Employees' Union**

***Sean R. McArdle***  
\_\_\_\_\_  
Sean R. McArdle, President

  
\_\_\_\_\_  
William Sylvester, Local Steward

Dated: 6-18-15

APPENDIX A – SENIORITY LIST

APPENDIX A - SENIORITY LIST		
NAME	CLASSIFICATION	DATE OF HIRE
Adams, Geoffrey	Custodian/Maintenance	11/2/1981
	Memorial School	
Sylvester, William	Head Custodian	9/30/1985
	High School	
Millett, Timothy	Head Custodian	6/19/1986
	Memorial School	
Forsberg, Gary	Head Custodian	3/25/1998
	Primary School	
Troy, Adam	Custodian/Maintenance	12/13/1999
	Itinerant	
Clark, John	Custodian/Maintenance	9/26/2000
	Itinerant	
Linguist, Edward	Custodian/Maintenance	11/27/2000
	Middle School	
Kelly, Gerald	Custodian/Maintenance	8/27/2002
	High School	
Malone, Kevin	Custodian/Maintenance	8/26/2003
	Primary School	
Soojian, Matthew	Custodian/Maintenance	10/29/2007
	Middle School	
Mars, Andrew	Custodian/Maintenance	8/25/2009
	High School	
Ackerman, Steven	Custodian/Maintenance	9/10/2009
	Memorial/Middle/Primary School	
Jack, Danny	Custodian/Maintenance	3/11/2015
	High School	
Ballantine, Christopher	Custodian/Maintenance	7/6/2015
	High School	



## APPENDIX B - WORK SCHEDULE

Full time personnel when school is in session:

6:00 a.m. - 2:00 p.m.

7:00 a.m. — 3:00 p.m.

10:00 a.m. - 6:00 p.m.

2:00 p.m. - 10:00 p.m.

See Article 9 for vacation, early release days, and shut down schedules.

Part-time Custodial/Maintenance

Working hours for all part-time employees shall be determined by the Building Principal, the Head Custodian and the Facilities Manager.

APPENDIX C – SALARY SCHEDULE

7/1/2015-6/30/2016			STEP -1		STEP -2		STEP -3		STEP -4		STEP -5	After 20 Years of Service
Head Custodian			\$20.54		\$21.03		\$21.45		\$21.89		\$22.34	\$23.64
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
	1	2	3	4	5	6	7	8	9	10	11	
Custodial Maintenance												
	\$16.10	\$16.53	\$17.04	\$17.47	\$17.97	\$18.40	\$18.82	\$19.27	\$19.69	\$20.12	\$20.56	\$21.89
7/1/2016-6/30/2017			STEP -1		STEP -2		STEP -3		STEP -4		STEP -5	After 20 Years of Service
Head Custodian			\$20.90		\$21.40		\$21.83		\$22.27		\$22.73	\$24.06
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
	1	2	3	4	5	6	7	8	9	10	11	
Custodial Maintenance												
	\$16.38	\$16.82	\$17.34	\$17.78	\$18.29	\$18.72	\$19.15	\$19.60	\$20.03	\$20.48	\$20.92	\$22.27
7/1/2017-6/30/2018			STEP -1		STEP -2		STEP -3		STEP -4		STEP -5	After 20 Years of Service
Head Custodian			\$21.27		\$21.77		\$22.21		\$22.66		\$23.13	\$24.48
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
	1	2	3	4	5	6	7	8	9	10	11	
Custodial Maintenance												
	\$16.66	\$17.12	\$17.65	\$18.09	\$18.61	\$19.05	\$19.48	\$19.95	\$20.38	\$20.84	\$21.29	\$22.66

APPENDIX D – EVALUATION

**Leicester Public Schools Performance Review  
EMPLOYER PERFORMANCE SUMMARY**

EMPLOYEE: \_\_\_\_\_ FOR YEAR \_\_\_\_\_ - \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

**PERFORMANCE MEASUREMENTS:** Review the employee's current job descriptions and evaluate the employee's performance during the review period based on the criteria below.

**RATING SCALE:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>1 Does not meet standards:</li> <li>2 Needs Improvement:</li> <li>3 Meets Standards:</li> <li>4 Exceeds Standards:</li> </ul> | <p>Overall performance is unsatisfactory and fails to meet basic job requirements.</p> <p>Meets some of the job requirements, but needs to improve in other areas</p> <p>Consistently meets expectations and requirements. If new to the job, learning process equals expectations.</p> <p>Gives extra effort and produces results beyond expectations and requirements. If new to the job, learning process exceeds expectations.</p> |
|--|--|

**JOB KNOWLEDGE**

- a) demonstrates knowledge of the job
- b) accomplishes designated work in a timely manner
- c) performs work with accuracy and thoroughness
- d) completes work in a neat, presentable manner
- e) demonstrates ability to organize work appropriately

	1	2	3	4	N/A
a)					
b)					
c)					
d)					
e)					

**COMMENT:**

**WORK HABITS**

- a) demonstrates regular attendance
- b) observes established work hours
- c) demonstrates ability to work without immediate supervision
- d) complies with all school policies
- e) complies with instructions, rules and regulations
- f) uses work time productively
- g) takes initiative when appropriate

	1	2	3	4	NA
a)					
b)					
c)					
d)					
e)					
f)					
g)					

**COMMENT:**

**WORK ATTITUDE**

- a) strives to improve work techniques
- b) accepts and adapts to new ideas and procedures
- c) accepts constructive criticism and suggestions
- d) accepts job-related responsibility
- e) exercises good judgment
- f) responds effectively in emergency situations

1	2	3	4	NA

**COMMENT:**

**RELATIONSHIP WITH OTHERS:**

- a) works effectively as a member of a team
- b) works well with the public
- c) demonstrates respect for students and the public educational environment
- d) cooperates with supervisors and other staff members
- e) observes established channels of communication
- f) demonstrates confidentiality and respects privacy

1	2	3	4	NA

**COMMENT:**

**ADDITIONAL SUPERVISOR COMMENTS**

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report.

**EMPLOYEE GOALS FOR NEXT YEAR:**

(Attach another page if necessary)

# Memorandum of Agreement

between

Government Employees' Union, IUPE, Local 2,

And

Leicester School Committee, MA

(Custodial Unit)

2015 – 2018

WHEREAS, the Collective Bargaining Agreement between the Leicester School Committee (the "Employer") and Government Employees' Union, IUPE, Local 2, (the "Union") expires on June 30, 2015 (the "former Agreement"), and

WHEREAS, the School Committee and the Union have negotiated a successor agreement (the "New Agreement") for the period July 1, 2015 through June 30, 2018;

NOW THEREFORE, the Employer and the Union agree that the New Agreement shall consist of the provisions of the former Agreement except as modified as follows:

1. **Article 7 – Grievance Procedure:**

Remove "or School Committee." in subsection number 7.

2. **Article 9 – Hours of Work**

*Change third paragraph to read as follows:*

During school vacations, full day professional development days, shut downs, and summer school vacations, all employees shall work 7am to 3pm. When school is cancelled prior to the start of the first shift, all employees will work a day shift of 7 a.m. to 3 p.m. or 8 a.m. to 4 p.m. at the discretion of the Superintendent or his/her designee. During all half-day professional development days, custodians shall work their regular shift, unless it is mutually agreeable by both the employee and the Superintendent or designee that an alteration in work hours be made. On all other early release days, such as the day before Thanksgiving, night employees shall work 10 a.m. to 6 p.m.

### **3. Article 10 – Overtime**

*Delete and replace to read:*

Overtime work is hereby defined for the purpose of this contract as work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week. It is understood that part-time workers called in for snow removal or for scheduled extra duty shall be paid overtime pay. Employees shall be paid one and one-half the regular hourly rate for all overtime work. Overtime for snow removal will be paid for time worked.

The assignment of overtime work shall be on a rotating basis (school specific) for all maintenance and emergency work. Any employee called back to work on the same day after having completed their assigned work and left their place of employment and before their regular scheduled starting times shall be paid at the rate of time and one-half for all hours worked on recall. They will be guaranteed a minimum of three (3) hours pay at time and one-half for recall.

All building checks done on Saturdays, Sundays, and holidays by the Head Custodian or his/her designee shall be paid at the rate of time and one-half of the employee's regular hourly rate. Custodians performing building checks will be guaranteed a minimum of one (1) hour of work for each building checked. This duty will be performed at scheduled times during the school year with at least 14 days notice given for start and end dates. It is understood that when there is scheduled overtime for extra duty of any kind on days when building checks are normally done, building checks will be part of this scheduled time, rather than scheduled as additional time.

Any event that lasts beyond thirty minutes before the work shift ends (Monday-Friday), excluding School and Town sponsored programs, shall pay for any OT required to clean up and close the building. Unscheduled weekends and holidays for all functions will be automatically paid a minimum of three hours at time and one-half, except for snow removal, which will be paid for time worked. Work shall be voluntary except for building checks and snow removal.

Snow removal will be done on an as needed basis as determined by the Superintendent together with the Facilities Manager. Volunteers for overtime snow removal will be sought first. Using the seniority list, the Facilities Manager will solicit volunteers through the senior head custodian by going down the seniority list from top to bottom. If no volunteers are secured, the Facilities Manager, through the senior Head Custodian, may call custodians in by inverse seniority.

For the purpose of overtime computation, all paid leaves (including sick leave, bereavement leave, vacation leave, personal leave, jury duty and holidays) shall be regarded as hours actually worked.

The overtime for functions and summer camps, excluding School and Town sponsored programs, will be scheduled after regular scheduled hours and will be on a rotating basis, bargaining-unit wide. The Facilities Manager will establish an overtime roster by seniority to be used for said events. It will be the responsibility of the Facilities Manager to distribute (or offer) the overtime in a fair and equitable manner. If there is a disagreement as to what constitutes an event subject to the school use policy, the Union or its member may file a grievance as prescribed in Article 7.

**4. Article 12 - Vacation**

*Add a new number 7 to read as follows:*

7. For service of thirty (30) years or more, thirty (30) days

**5. Article 22 – Health and Safety**

Sixth paragraph is no longer needed.

**6. Article 23 - Wages**

*Change the last three sentences to read:*

Effective <sup>July</sup> 1, 2015 all bargaining unit employees will receive two (2%) percent across the board increase.

Effective <sup>July</sup> 1, 2016 all bargaining unit employees will receive one and three quarters (1.75%) percent across the board increase.

Effective <sup>July</sup> 1, 2017 all bargaining unit employees will receive one and three quarters (1.75%) percent across the board increase.

**7. Article 23 - Wages**

*Add the following to the bottom of the section:*

Longevity: An employee will be paid a longevity payment of \$500.00 per year for each year of service at 15 years of service and \$650.00 per year for each year of service at 20 years of service and \$850.00 per year at 25 years of service. Payment will be made on the first pay period following July 1 of the qualifying (15<sup>th</sup> or 20<sup>th</sup> or 25<sup>th</sup>) year.

**8. Article 24 – Regrades and Reclassifications**

Delete this Article and renumber the rest of the Articles

**9. Article 28 – Miscellaneous Provision**

*Change the first paragraph to read:*

Permanent part-time employees hired after July 1, 1995 are to be scheduled to work no more than twenty-one (21) hours per week and shall have all the benefits of this agreement on a prorated basis.

**10. Article 28 – Miscellaneous Provision**

Delete the 2<sup>nd</sup> paragraph – sick leave buyout is already outlined in the “sick leave” section (Article 13). Eliminate this paragraph

**11. Article 28 – Miscellaneous Provision**

*Change the last paragraph to read:*

A \$1,500 retirement bonus will be paid upon completion of twenty (20) years of service and upon notification of retirement to be received six months before the retirement date. A \$2,000 retirement bonus will be paid upon completion of twenty-five (25) years of service and upon notification of retirement to be received six (6) months before the retirement date.

**12. Article 29 – Uniforms**

*Delete and replace to read:*

All employees covered by this agreement will wear a uniform supplied by the school department. The uniform shall consist of a short-sleeve, maroon, polo golf shirt and khaki pants. There will be no cost to the employee for this uniform and the uniform shirt will be embroidered with “Leicester School Department” and the first name of the employee. Grounds staff shall be provided access to a reflective vest for use during grounds maintenance work.

In addition, the staff assigned to grounds will receive reimbursement up to \$150 every other year for the purchase of steel toe boots upon presenting a receipt for same.

During the summer vacation period, wearing of uniforms shall be waived. During the summer months, the Principal or Facilities Manager may request custodial staff to wear uniforms for special functions only, provided the custodial staff is given a twenty-four notice.

**13. Article 30 – Shift Differential**

*Change the last three lines (amounts) and replace to read:*

July 1, 2015    \$1.50

**14. Article 32 – Evaluation**

Add the current evaluation form as an appendix to the contract.

**15. Article 33 - Duration**

*Delete and rewrite as follows:*

This contract shall extend from July 1, 2015 to June 30, 2018 and shall continue in force an effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than one hundred eighty (180) days and no later than thirty (30) days prior to the expiration date as set forth above or the contract will automatically renew itself for successive terms of one (1) year. After receipt of notice by either party, a conference will be held between the School Committee and the Unions Negotiation Committee for the purpose of negotiating such amendments or modifications.



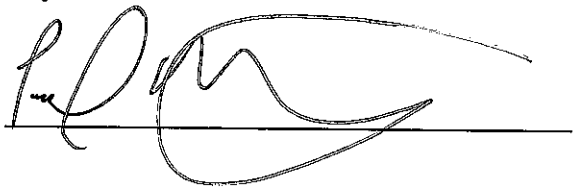
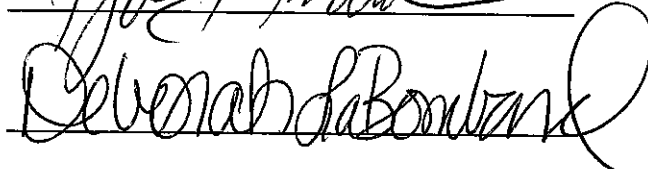
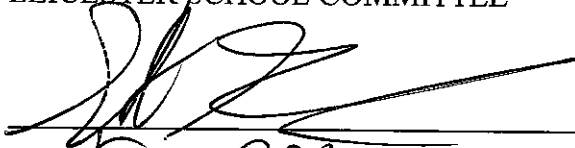
This Agreement is subject to ratification by the Leicester School Committee and by Government Employees' Union, IUPE, Local 2 and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Leicester School Committee and by Government Employees' Union, IUPE, Local 2.

IN WITNESS WHEREOF, the Union and the School Committee, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 12 day of May, 2015,

LEICESTER SCHOOL COMMITTEE

GOVERNMENT EMPLOYEES' UNION,  
IUPE, LOCAL 2



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Sean R. McArdle, International President

