

**AGREEMENT**

**BETWEEN**

**THE NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES**

**AFFILIATED WITH**

**THE MASSACHUSETTS TEACHERS ASSOCIATION**

**CUSTODIANS UNIT**

**AND**

**NORTHAMPTON SCHOOL COMMITTEE**

**212 MAIN STREET, NORTHAMPTON**

**MASSACHUSETTS 01060**

**COVERING THE PERIOD**

**JULY 1, 2019 THROUGH JUNE 30, 2022**

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## **PREAMBLE**

This Agreement entered into by and between the School Committee of the City of Northampton, Massachusetts, hereinafter referred to as the Committee, and the Custodian Chapter of the Northampton Association of School Employees, hereinafter referred to as the Association, has as its purpose the promotion of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this agreement, and to set forth herein the basic agreement covering rates of pay, hours of work, and other conditions of employment to be observed by the parties.

## **ARTICLE I RECOGNITION**

- 1.1 Pursuant to Massachusetts General Laws Chapter 150E, the Committee recognizes the Northampton Association of School Employees as the sole and exclusive bargaining agent with respect to establishing rates of pay, wages, hours of employment, and other working conditions for all full-time custodians, building maintenance workers, grounds workers, painters, painter helpers, storekeepers, building maintenance craftspeople, HVAC technicians and bus drivers, and as amended by mutual agreement March 9, 1987 to include part-time employees. Specifically excluded here from are matrons and Director of Maintenance, confidential, managerial, casual, as defined in Chapter 150E, and all other employees not specifically listed in this Section 1.1.
- 1.2 Full-time members of the bargaining unit will be ordinarily scheduled to work five (5) days per week and fifty-two (52) weeks per year. The full-time workday shall ordinarily consist of eight (8) hours, including one-half (hour) for lunch. Members of the bargaining unit employed on a part-time basis, whose normal work schedule is at least one thousand forty (1,040) hours per year, will receive pro-rated salary, service credit, and fringe benefits.

## **ARTICLE II MANAGEMENT RIGHTS**

- 2.1 Except as expressly provided by a specific provision of this Agreement or by any applicable laws, the determination and administration of school policy, the operation of the schools and the direction of the members of this bargaining unit are vested, exclusively, in the School District. The enumeration of the management rights stated below shall not be deemed to exclude other rights of management not specifically set forth. The School District, therefore, shall have all rights not specifically restricted by this Agreement. The exercise of these rights shall not alter any of the express provisions of this Agreement, shall be final and binding and shall not be subject to the grievance and

arbitration provisions of this Agreement; provided, this shall not limit the right to file a grievance concerning a violation of another express provision of the Agreement. The rights of the District shall include, but are not limited to, the following:

- A. to direct and conduct the educational affairs of the District and its schools, programs and departments;
- B. to direct and control all the operations and services of the District and its schools;
- C. to determine the organization, location and the number of employees of the District and its schools;
- D. to hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
- E. to direct, control, train and supervise and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
- F. to conduct mandatory professional improvement programs for employees, subject to Article VI;
- G. to evaluate and determine the educational curriculum;
- H. to schedule and cancel classes and courses;
- I. to determine the level of student competency;
- J. to determine, interpret and change job descriptions, subject to bargaining over material changes in job descriptions;
- K. to institute technological changes or to revise processes, systems or equipment from time to time;
- L. the determination of the standards for appearance of employees consistent with the job environment;
- M. to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts, subject to Article V;

- N. to increase, diminish, change or discontinue operations in whole or in part;
- O. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to, subject to Article IX;
- P. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time provided said assignments, reassignments, duties and job tasks are consistent with the job description(s);
- Q. to schedule and enforce work hours, including the setting or modification of the daily and yearly school and class schedule, subject to Article V;
- R. to assign shifts and to change shift assignments from time to time, subject to Article V;
- S. to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, subject to Section 6.3;
- T. to grant and schedule leaves, including, but not limited to, vacation and personal leave and placing employees on sick and administrative leave;
- U. to discipline, suspend, discharge or demote employees, subject to Article XII;
- V. to use and employ non-bargaining unit District employees, including managerial and supervisory employees, to perform bargaining unit work;
- W. to lay off employees due to lack of funds or of work;
- X. to relieve employees due to the incapacity to perform duties for any reason provided permanent employees may use appropriate paid leave (if available) and subject to Section 3.1;
- Y. the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing;
- Z. to make, amend, and enforce rules, regulations, operating administrative and safety procedures from time to time as the District deems necessary;

- AA. to change employees' work hours, subject to Article V;
  - BB. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;
  - CC. to determine employee classifications;
  - DD. to subcontract work;
  - EE. to alter, add to or eliminate existing methods, equipment facilities or programs;
  - FF. to assign work sites; including the change of work sites from time to time, subject to Article V;
  - GG. to schedule and assign overtime, subject to Section 6.2; and
  - HH. to determine whether goods should be leased, contracted or purchased.
- 2.2 During an emergency (e.g. natural disaster), the District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.
- 2.3 Nothing in this Article precludes a mutual change of policy which affects wages, hours, or other working conditions. Any such agreement reached subsequent to the execution of this contract will be reduced to writing and become an amendment to this Agreement.
- 2.4 Wherever the term "paystatus" is used in this Agreement, it shall mean an employee receiving pay whether on vacation leave or sick leave.
- 2.5 Should any provision of this Agreement be found to be in violation of any Federal or State law, or Civil Service rule, by a final decree of a Court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement.
- 2.6 All other benefits which are enjoyed by the employees covered by this contract are hereby protected by this Agreement. All benefits and/or rights enjoyed by the employees covered by this contract which are now governed by School Committee written policies or State law and which are not in conflict with this Agreement shall remain in full force and effect.

**ARTICLE III  
NONDISCRIMINATION**

- 3.1 In accordance with applicable Federal and State laws, the District and the Association agree not to discriminate against any Employee covered by this Agreement on the basis of age as defined by law, sex, race, religion, color, creed, physical handicap, national origin, marital status, genetic information, sexual orientation, or pregnancy or pregnancy-related condition.
- 3.2 The District further agrees it will not discriminate against any employee for Association membership or lawful Association activity.

**ARTICLE IV  
GRIEVANCE AND ARBITRATION PROCEDURE**

- 4.1 A. Definition. Any claim by the Association or member or group of members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement; a violation of their or its right to fair treatment; a change in wages, hours, and/or working conditions; or a violation of any established policy or practice should be considered a grievance. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance and arbitration procedure. No grievance shall be initiated or entertained by the parties concerning questions of general classification and resulting salary schedule. Inequities as a result of applying the salary and classification schedule may be grieved.
- B. Time Limits. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays, and Sundays. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this contract using the normal time limit set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.
- C. Procedure:
1. Pre-Grievance. A member with a potential grievance, along with an Association representative of the member's choosing, may seek out their supervisor and attempt to resolve a potential grievance verbally before the thirty (30) day time limit for filing at Level One lapses.
  2. Level One. Most building based members will file Level One grievances

with their building principal. Itinerant staff or staff assigned to no school building will have a Director with whom they will file Level One Grievances. The Custodians Unit will file Level One Grievances with the Supervisor of School Maintenance. The term “supervisor” as used in this procedure means building principals, an individual member’s directly responsible district level Director, or Supervisor of School Maintenance.

A member with a grievance will present it in writing to their supervisor either directly or through the Association within thirty (30) days of the grievable event(s), or when the individual or Association became aware of the grievable event(s) or when they should have been aware of the grievable event(s) that led to the complaint. The grievant shall set forth the nature of the grievance, shall specify the section of the Agreement alleged to have been violated, and what relief is sought, and it shall be signed by an Association official and/or by the individual member initiating the grievance (a group of members may have the grievance signed by a designated member). The supervisor will meet with the member and an Association representative of the member’s choosing within five (5) days of receipt of the member’s written grievance. The supervisor will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.

3. Level Two. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association within five (5) days after meeting with the supervisor at Level One, the member may present the grievance in writing to the Superintendent or their designee(s) within five (5) days of receiving the written response or following the date such decision was due if no decision was received. The Superintendent will meet with the member and an Association representative of the member’s choosing within five (5) days of receipt of the member’s written grievance. The Superintendent will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.
4. Level Three. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association, the member may present the grievance in writing to the School Committee within five (5) days after the decision of the Superintendent or their designee was presented or following the date such decision was due if no decision is received. The School Committee or its designee(s) shall hold the hearing at the next regularly scheduled meeting of the School Committee and may render its decision in writing to the member and to the Association no later than ten (10) days following the date of such hearing. If the grievance involves an Appointing Authority matter, and has not been resolved at Level One or Two, as

applicable, the Association may submit the grievance to arbitration and shall not submit the grievance to the School Committee.

5. Level Four. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association after the procedures set forth above have been exhausted, the School District or the Association may, as the case may be, submit the grievance to arbitration within thirty (30) days from the date the final decision of Level Three of the grievance procedure was due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the School District and the Association, as the case may be, if they can mutually agree upon selection within fifteen (15) days after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance may be submitted by either party to arbitration in accordance with the American Arbitration Association's current rules.

Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

The decision of the arbitrator should be limited to the specific point or points of difference submitted to them. The arbitrator shall have no power to add or subtract from, modify, or amend any provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and shall be specifically enforceable against either party.

The arbitrator shall not render a decision contrary to state or federal law. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual written agreement, shall be requested to issue the decision not later than thirty (30) days from the date of the hearing or from the date of the submission of final briefs, whichever is later.

The cost of any arbitration proceedings and reasonable expenses incurred therewith shall be divided equally between the School District and the Association. Grievances may be settled without precedent at any stage of this procedure.

6. Expedited Grievance Resolution Process. After a grievance has been appealed to Level Two, or, if the parties have agreed to initiate a grievance at Level Two, either the Superintendent or President of the Association

may request in writing that a Joint Labor Management Committee be convened. Both parties must agree in writing. The committee will consist of at least two (2) individuals appointed by the Association, and at least two (2) individuals appointed by the Superintendent. The parties agree that representatives at the appropriate levels of the school department will be appointed to the committee. Experts, resource people, and others may also, at the request of either party, be asked to participate, and to provide information, but are not members of the Committee.

The Joint Labor Management Committee will discuss the grievance, will research and share relevant information, and will develop appropriate resolutions acceptable to the parties. All decisions will be made by consensus.

Any discussion between the parties pursuant to the work of the Joint Labor Management Committee will be considered confidential and will not be admissible at any subsequent level of the grievance procedure.

If a grievance that has been referred to the Joint Labor Management Committee remains unresolved after fifteen (15) days following said referral to the Joint Labor Management Committee the parties agree that they will either, a) agree to the extended timelines, or b) the Association will, within five (5) days, resubmit the grievance to the Superintendent at Level Two. Thereafter, the timelines established at Level Two of the grievance procedure will be followed.

#### 4.2 General Provisions

- A. The District and the Association may process grievances under the Grievance and Arbitration Procedure set forth herein. The District and the Association acknowledge the right of either party to participate in the processing of a grievance at any level.
- B. The Association shall have the right to use in its presentation at any level of this Grievance and Arbitration Procedure any representative or representatives of its own choosing.
- C. The District acknowledges the right of the Association to be present in the proceedings of a grievance starting at Level One.

- D. An employee under this contract may present a grievance to their employer and have such grievance heard without intervention by the Association provided that the Association is afforded the opportunity to be present at each level of the procedure and that any adjustments made shall be consistent with the terms of the Agreement then in effect between the employer and the Association.
- E. No reprisals of any kind will be taken by the School Committee or Administration against any member because of their participation in the grievance process.
- F. The School Committee and Administration will cooperate with the Association in its investigation of any grievance to the extent permitted by state law, and further will furnish the Association with such information from the personnel file of the aggrieved member as is necessary for the processing of any grievance. The Association will likewise cooperate with the School Committee and Administration.
- G. The time limits set forth in this Article may be extended by written agreement of the parties.
- H. Provided that the parties agree in writing, Level One and Level Two of the grievance procedure may be bypassed and the grievance brought directly to the next level. This does not apply to grievances that involve an Appointing Authority matter. However, in those cases, the time limits set in Level One apply.
- I. All decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, setting forth the decision and the reasons thereof and will be transmitted promptly to the grievant and the Association.
- J. Failure, by the member and/or the Association representative, to move a grievance to the next level within the time limit established in this Article presumes that it has been satisfactorily resolved at the last level to which it has been properly processed.
- K. In the event that representatives of the district do not answer within time limits herein provided, the grievance may be presented directly to the next level of the grievance process.
- L. If, in the judgment of the Association, a grievance affects a class or group of members, the Association may submit a grievance in writing to the Superintendent directly and the processing of such grievances will be commenced at Level Two. The Association may process such a grievance through all levels of

the grievance and arbitration procedure even if the aggrieved group does not wish to do so.

- M. Only the District or the Association may move the matter to arbitration.
- N. When it is necessary, pursuant to Level Four of the Grievance and Arbitration Procedure, for an aggrieved member to attend a hearing held during a school day by an arbitrator they and an Association representative of the member's choosing will be released without loss of pay as necessary in order to permit participation in the foregoing activity.
- O. The cost of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.
- P. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless otherwise required by law.

## **ARTICLE V HOURS**

- 5.1 Bargaining unit members are considered essential personnel. The regular working day for school custodians and storekeeper shall consist of eight (8) hours and the work week shall consist of forty (40) hours, including one half (1/2) hour for lunch. The regular working day for bus drivers shall be determined by the scheduling of the assigned route. For all other members in the bargaining unit, the normal day shift shall include those hours after 5:30 a.m. and prior to 3:30 p.m. and the half-hour lunch shall be scheduled at reasonable times normally between 11:00 a.m. and 1:00 p.m.

The normal work week is Monday through Friday, inclusive. The District reserves the right to alter the work shift or the work week in the event of an emergency or whenever it otherwise deems it reasonably necessary or appropriate to do so. The District also reserves the right to change on a permanent or semi-permanent basis the work week on the first shift provided: (1) any such change will allow the employee(s) affected thereby two (2) consecutive days off: (2) the District does not act capriciously or arbitrarily in effecting such change: (3) any such change is not implemented solely or principally for the purpose of avoiding the payment of overtime to employees covered by this Agreement.

The District further agrees that seniority will ordinarily be the controlling factor in terms of employees covered by this Agreement who are affected by any such change in their work week.

Should it be necessary to change the work week, or work shift, the District agrees to give the Association and any employee affected thereby reasonable notice of any proposed change and further agrees to provide the Association with the opportunity to discuss (not negotiate) the proposed change before implementation.

- 5.2 The normal afternoon shift shall include those hours between 2:30 p.m. and 11:00 p.m. including one-half (1/2) hour for supper. The work week will be Monday through Friday inclusive. The District reserves the right to alter these hours to provide full coverage during evening school activities, or for other reasons as set forth in Paragraph 5.1.
- 5.3 During Curriculum Days and school vacation periods, employees normally assigned to the afternoon shift may have their work hours altered whenever feasible.
- 5.4 During their normal eight-hour work day, employees shall be granted two (2) ten (10) minute breaks which shall be scheduled by the Superintendent or their designee(s). An employee may not defer taking his break for the purpose of extending the lunch period or shortening the work day.

A ten (10) minute clean-up time immediately before the scheduled lunch or supper break and immediately prior to the end of the work day shall be allowed.

- 5.5 It shall be the duty of the member, in time of sickness, to notify the district substitute system at least one (1) hour before the start of duty and notify the supervisor directly if there is less than one hour before the start of duty.

## **ARTICLE VI COMPENSATION**

- 6.1 The salary schedule for the duration of the Agreement appears in Appendix A.

All 10 month employees who have worked for the District for over three (3) years will have the option to be paid over 10 months or 12 months. This will take effect in year 2 of the CBA (2020-2021).

- 6.2 Overtime

Overtime opportunities will be distributed as equally as practicable among employees in the same compensation classification.

Any work performed after eight (8) hours in a 24-hour period or forty (40) hours in one week shall be paid at the rate of time and one-half.

Any employee who is required to work or report for an emergency call-back on a Sunday or Holiday will be paid at twice their hourly rate.

### 6.3 Emergency Call-Back

A minimum of three (3) hours overtime will be paid when an employee is required to report back to work after their normal work day, or to perform a weekend check of a school building. This also includes an employee who is called in prior to their normal work shift, providing they are sent home afterwards by their supervisor and still required to return for their normal shift. Minimum call-back of three (3) hours shall be paid only once in a three (3) hours period; except that additional call-backs within the three (3) hours period may be paid subject to approval of the Superintendent and/or Supervisor of School Maintenance. Compensation will be paid as in Paragraph 6.2 of this Agreement.

The District, in its sole discretion, may assign a beeper to a bargaining unit member who will be on-call. The District will determine what qualifications and/or skills consistent with one or more grades, except under circumstances where a unique skill set is needed, will be required for the on-call employee. The District will then assign the beeper on a week-to-week basis from a rotating list of employees meeting said qualifications and/or skills. The on-call employee will receive a \$25.00 per day stipend. The District will accept volunteers first from the list of qualified employees; absent such volunteer, the District may designate an on-call employee.

If the recall merges with the beginning of the employee's shift, the employee shall not be entitled to the three (3) hour minimum.

### 6.4 Out of Grade

If an employee is designated by the Supervisor of School Maintenance or their designee to work in a higher classification for three (3) full consecutive workdays, they will receive the rate of pay for that position commencing on the fourth (4th) workday retroactive to the beginning of the assignment to the higher graded position. The rate of pay will be fixed in the same manner as used for normal promotion. It is understood, however, that this will not constitute a promotion to that position.

The District agrees to clearly identify in writing those employees who have been designated to work in a higher classification.

#### 6.5 Shift Differential

Members of the bargaining unit who are regularly assigned to the afternoon shift shall receive a shift differential of \$.20 per hour. Effective July 1, 2017, this shift differential will increase to fifty cents (\$0.50) per hour for Grades 1, 2, 3, 4, 5, and 6.

The shift differentials described above will be paid to the members of the bargaining unit regularly assigned to the afternoon shift at all times, except when an employee is transferred to the day shift when school is not in session (i.e. school vacations and summer recess).

Members of the bargaining unit who are assigned to work weekend duty per ARTICLE XXXI shall be paid a weekend shift differential of fifty cents (\$0.50) per hour.

#### 6.6 Compensatory Time

A member of the bargaining unit may request compensatory time off in lieu of overtime compensation. Such compensatory time shall be at one and one-half (1 1/2) times the regular hours and must be taken within the ensuing four (4) payroll periods. In the event management does not grant compensatory time, overtime will be paid at the rate set forth in Paragraph 6.2.

In the event an employee elects to work for compensatory time in lieu of payment, they will not be denied their rightful turn to work overtime, emergency calls, snow removal, building checks, or any other special duty because of preference of payment.

#### 6.7 State of Emergency

An employee called in during a declared State of Emergency that affects the City of Northampton shall receive two (2) times their pay for all time actually worked.

### **ARTICLE VII FRINGE BENEFITS**

#### 7.1 Holidays

The following will be considered paid holidays: those falling on a Sunday will be celebrated on Monday, and those falling on Saturday will be celebrated on the previous Friday; however, should the succeeding or preceding day be a regular school day, the

Custodian shall receive compensatory time off, for which prior approval must be obtained.

|                                   |   |
|-----------------------------------|---|
| New Year's Day                    | Veterans' Day                             |
| Martin Luther King, Jr. Day       | Half-day before Thanksgiving Day          |
| Presidents' Day                   | Thanksgiving Day                          |
| Patriot's Day                     | Day after Thanksgiving                    |
| Memorial Day                      | Last scheduled work day before Christmas  |
| Independence Day                  | Christmas Day                             |
| Labor Day                         | Half-day before New Year's Day as long as |
| Columbus/ Indigenous Peoples' Day | it is a regular work day                  |

On the eve of Thanksgiving Day and any other holiday preceded by a one-half (1/2) day of school, day personnel will be dismissed after having worked four (4) hours. Night personnel will report for a four (4) hour tour of duty, commencing at the end of the day tour. Should it be necessary for the employee on the day shift to work beyond their four (4) hours, they will be paid at straight time for whatever hours they are required to work beyond their four (4) hour tour.

School Year Custodians and Bus Drivers shall be paid for the following holidays:

- New Year's Day
- Thanksgiving Day
- Day after Thanksgiving Christmas Day
- Effective FY17: Memorial Day
- Effective FY18: Veterans Day and Martin Luther King, Jr. Day
- Effective FY19: Columbus/ Indigenous Peoples' Day
- Effective FY 19: Labor Day, in school years when student instruction commences prior to Labor Day

For above holidays falling on a Saturday, employees will be granted the preceding Friday off and for those falling on a Sunday, they will be granted the following Monday off.

## 7.2 Vacations

The leave year covers the period January 1 through December 31. Employees will be entitled to vacation as follows:

|   |         |
|---|---------|
| A. One year through four years of service | 2 weeks |
| Five years through nine years of service  | 3 weeks |
| Ten years or more of service              | 4 weeks |

For the purpose of this article, service means employment with the City; whether or not such service has been entirely with the School District.

B. Vacation leave will accrue by period in which the employee is in pay status.

|                    |                               |
|--------------------|-------------------------------|
| Less than 5 years: | 1.5+ hours per payroll period |
| 5 years -9 years:  | 2.3+ hours per payroll period |
| 10 years and over: | 3.0+ hours per payroll period |

For those employees working a forty (40) hour week, commencing with the fourteenth (14<sup>th</sup>) year of creditable service, leave will be accrued on the basis of 7.68+ hours per (two week) payroll period the employee is in pay status.

Part-time employees shall be entitled to an annual paid vacation leave credited on a pro-rata basis.

An employee may not begin the leave year with a balance in excess of twenty-five (25) working days.

C. In the event an employee is out on Workers' Compensation and is unable to use their vacation leave, in order to avoid forfeiture it shall be converted to sick leave and may be used according to the provisions of this agreement.

D. The Superintendent or their designee shall be required to grant vacations in such a way as to avoid any forfeiture.

E. Prior approval for vacation leave must be obtained. Requests for a commitment for vacation leave must be submitted to the Superintendent or his designee by April 15th; requests for other vacation leave must be submitted in a timely manner.

F. Any employee who leaves the employ of the School District shall be entitled to be paid for whatever leave balance exists as of the date of termination. However, no employee may be paid for more than twenty-five (25) working days of vacation leave.

### 7.3 Sick Leave

Employees will accumulate sick leave at the rate of 1-½ days per month in pay status. Such sick leave shall be cumulative without limit. The District may request a doctor's note after three (3) consecutive days or if sick time abuse is suspected. It shall be the duty of the member, in time of sickness, to notify the district substitute system at least one (1) hour before the start of duty and notify the supervisor directly if there is less than one hour before the start of duty.

(For the purposes of clarification, being in "no pay status" shall here-after be defined as less than fifty percent {50%} of an employee's regularly scheduled work week. Employees who are in an unpaid/no pay status on any type of leave exclusive of FMLA or Workers' Compensation will not accrue benefits during the unpaid portion of leave.)

An employee may use their accumulated sick time for illness of a member of the employee's immediate family (as defined in Paragraph 7.7).

This shall not be construed to mean a continuing absence but rather an emergency type of situation for a period of up to one (1) week. A variation of the one week limit may be granted on the recommendation of the Superintendent.

Upon the death of an employee covered by this Agreement, 33 1/3% of all their unused sick leave credits will be payable in the following order:

1. Surviving spouse
2. Children in equal shares

NOTE: Payment will be made in the same order as above unless the employee wishes that the proceeds be paid in some other way; he may do so by designating one or more beneficiaries on a form to be provided by the District.

Sick leave incentive for a person who does not use any sick leave within one (1) calendar year will receive one hundred dollars (\$100.00), effective January 1, 2001.

Upon retirement and after fifteen (15) years of service to the District, an employee shall receive payment at his/her current salary rate for thirty-three and one third percent (33.3%) of all unused accumulated sick leave to a maximum of \$5,500.

A. Sick Leave Bank

1. There shall be a Sick Leave Bank Committee. The Committee shall consist of the

Vice-Chairperson of the Northampton School Committee, the Superintendent of Schools, and the President of the Northampton Association of School Employees. In addition to the President, the Committee shall include a non-voting representative from each of the bargaining units that make up the Association. The unit representative will participate only in the meetings that review the request from their unit. The Sick Leave Bank Committee will administer the provisions of the Sick Leave Bank.

2. The Sick Leave Bank will depend upon voluntary contributions from employees covered by this Agreement.
3. Bargaining unit members may become a member of the Sick Leave Bank by donating two (2) days within ninety (90) working days of the date that they first reported for work, provided that they has accrued days available for this purpose. If they have not accrued days, they shall be assessed the days as soon as they are accrued. To join, the member will notify the Human Resources Department, using the approved form.
4. After the initial donation, each year one (1) day will be added to the Sick Leave Bank by each member of the Sick Leave Bank. Any member of the Sick Leave Bank may withdraw from the Bank for a school year by giving written notice, using the approved form, to the Human Resources Department by November 1 of the school year during which they no longer desires membership.
5. The number of days in the Sick Leave Bank cannot exceed four (4) times the number of employees in the bargaining units. If the sick leave days in the Bank exceed three-fourths ( $3/4$ ) of the maximum number of days at the end of any school year, the members of the Bank will not be required to make the annual one (1) day donation at the start of the school year. If the number of sick leave days in the Bank are depleted to one-half ( $1/2$ ) or less of the maximum number of days, one (1) additional day for the Bank may be assessed each member.
6. If an employee who has not become a member of the Sick Leave Bank decides to join in a year subsequent to the year in which they could first have become a member, the member will notify the Human Resources Department by November 1, using the approved form. Their initial donation to the Bank must equal the total number of days that they would have donated through the years had they joined when first eligible. If they have not accrued days, they shall be assessed the days as soon as they are accrued.
7. No member of the Sick Leave Bank will be denied continuation of membership in the Bank if a long-term illness has caused exhaustion of their individual sick leave benefits, thus preventing annual required donations to the Bank.
8. A member of the Sick Leave Bank who has exhausted their individual sick

leave benefits may apply for benefits from the Sick Leave Bank. Such benefits are intended to augment an employee's sick leave benefit in cases involving catastrophic or long-term illness or accident not covered by Workers' Compensation. In assessing any application, the Sick Leave Bank Committee may request such medical documentation as it deems appropriate and shall, in addition, consider the following criteria:

- a. Demonstrated need of the applicant
  - b. Prior sick leave usage
  - c. Relative needs of other applicants
  - d. Supply of days in the Bank.
9. The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction shall be final and shall not be subject to the grievance/arbitration procedure contained in this Agreement. Any employee whose application is rejected or modified will, upon request, be granted a meeting with the Sick Leave Bank Committee.
10. By June 15 and November 15 of each year, the Human Resources Department will inform the Sick Leave Bank Committee of the number of days accrued in the Sick Leave Bank.

#### 7.4 Leave of Absence for Medical Reasons

- A. Leaves of absence up to one (1) year without pay may be granted to an employee who has five (5) years of service or more and who has no sick leave to their credit. A written request supported by appropriate medical evidence may be granted upon approval by the Superintendent.
- B. Parental Leave. Employees will be eligible for parental leave in accordance with the provisions of Mass. General Laws c. 151B, §4 and c. 149, §105D as interpreted and enforced pursuant to c. 151B §4(11A).

#### 7.5 Personal Days

Five (5) Personal Days shall be allowed each year for full-time employees working fifty-two (52) weeks per year and twenty (20) to forty (40) hours per week. Any member of the bargaining unit employed on a part-time basis, whose normal work schedule is at least one thousand forty (1,040) hours per year, shall be allowed a pro-rated number of personal days based on the hours he or she is scheduled to work. These days are not subtracted from the employee's accumulated sick leave. These days may not be taken on a day preceding or following a vacation unless requested in writing to the Superintendent and approved in writing by the Superintendent thirty (30) days in advance. Any unused

Personal Days in any calendar year will be added to an employee's sick leave days at the end of such year or, in the case of an employee who dies or retires during a calendar year, upon the death or retirement of such employee. An employee will notify the district substitute system of her/his intent to use personal time at least twenty-four (24) hours before the Personal Day is to be taken. In the case of an emergency, employees shall notify the district substitute system at least one (1) hour before the start of duty and notify the Supervisor of School Maintenance directly if there is less than one (1) hour before the start of duty.

7.6 Reserved

7.7 Bereavement Leave

In the event of the death of a member of the immediate family, or any person who resides in the household of the employee (including a relative of the second degree), the employee shall be entitled to five (5) bereavement days. Immediate family includes: spouse, child, step-child, foster child, grandchild, father, mother, father-in-law, mother-in-law, siblings, or grandparents as defined in the Family Medical Leave Act.

In the case of the death of a family member of the second degree (not residing in the employee's household), the employee will be entitled without loss of pay to three (3) bereavement days. Relatives of the second degree include: aunts, uncles, nephews, nieces, cousins, sibling-in-law, child-in-law, and grandparents-in-law.

Bereavement leave should be taken upon the death of the family member, or once services have been scheduled. Employees wishing to take a bereavement day should make their request through the District system. Approval will be made by the employee's immediate supervisor.

With the consent of the Supervisor of School Maintenance and providing that it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the services of a deceased co-worker. A co-worker is defined as an employee who works in the same building or employees who have worked together for three or more years.

Employees are entitled to the above bereavement days each calendar year.

7.8 Indemnification

The District will indemnify any employee covered by this contract for expenses and

damages incurred by them in the defense or settlement of a claim against them which claim arose out of acts performed by such employee provided that the defense or settlement of such claim shall have been made by the City Solicitor or by an Attorney legally employed for that purpose by the City to the extent permitted by law.

#### 7.9 Workmen's Compensation

Workmen's Compensation benefits shall be those set forth in M.G.L. Chapter 152. In the event an employee receives Compensation under the Workmen's Compensation Act, the District agrees to pay the employee, if they so elect, the difference between the compensation they receive and their usual daily rate, such difference to be charged against their sick leave account to the extent of accumulated sick leave earned.

#### 7.10 Health Benefits and Life Insurance

A bargaining unit employee is eligible for enrollment in any insurance plan whether life or health offered to the employees of the City of Northampton.

During the term of this contract the District agrees to pay at least fifty percent (50%) of health and life insurance premiums for plans offered to the employees of the City of Northampton, except that the District agrees to pay eighty percent (80%) of the premiums for hospital and medical coverage in the City of Northampton's group plans provided through health maintenance organizations.

The District shall offer a \$5,000 life and accidental death and dismemberment policy to bargaining unit members.

#### 7.11 Dental Insurance

The City agrees to implement a voluntary Dental Plan.

#### 7.12 Flexible Spending Account

The City agrees to offer a voluntary "Flexible Spending Account."

#### 7.13 Jury Duty and Subpoenaed Court Leave

An employee who serves on jury duty will continue to receive their regular pay from the District for up to fourteen (14) days, provided the Superintendent certifies on the payroll that the employee is absent for jury duty. When payment by the court for such jury duty is made, such payment exclusive of travel or any other allowance, shall be refunded to the District by the employee in the following manner:

The employee shall present to the Superintendent either the check from the court endorsed over to the City of Northampton, or a certification from the court as to the amount paid together with employee's personal reimbursement to the City.

An employee on jury duty shall be considered as being employed Monday through Friday. A first shift employee who is on jury duty for less than four (4) hours in a given day shall return to work for the remainder of their regular shift but, in no event, shall the time they are on jury duty and the time they are on their regular job exceed eight (8) hours in any given day.

A second shift employee or night worker who is on jury duty and who works their full tour of duty with the School District will not be required to reimburse the District for jury duty pay received for that day.

Employees will not suffer loss of pay, sick leave, or personal leave for subpoenaed court appearance arising out of their employment. Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

#### 7.14 Military Leave

Employees shall be entitled, during actual service as a member of the reserve component of the Reserve Armed Forces for the United States, or as a member of the National Guard of the Commonwealth, to receive full pay and benefits from the City while so serving for any period during the calendar year not in excess of seventeen (17) calendar days less any amount received as military salary from either the Federal Government or from the Commonwealth for so serving. The reservist need only reimburse the City for military salary for those days corresponding with the employee's work schedule.

#### 7.15 Association Business

The District agrees that any member of the Association selected as an officer or delegate shall be allowed reasonable time off for the performance of such duties. The District shall not withhold pay from employees representing the Association in a discussion of grievances with representatives of the School District or in negotiations for a new contract. In addition to the aggrieved, one employee will be allowed to represent the Association at all steps of the grievance procedure and up to three employees will be allowed to participate in negotiations. The Chapter Coordinator and another officer (either local or state) or their designee(s) will be allowed to attend the State Custodians' Convention (two days) and be compensated as working days.

#### 7.16 Retirement Notice

An employee who provides at least one (1) year advanced notice of retirement and retires (application with Retirement Board must be submitted), shall receive upon retirement, a lump sum payment of \$550.00. If the notice given is at least six (6) months in advance, the employee shall receive \$300.00. No payment shall be made for any notification less than six months prior to retirement.

The member must advise the Superintendent of the employee's intention to retire at least thirty (30) days prior to retirement. This requirement may be waived by the Superintendent. If it is not, an appeal may be made to the School Committee.

**7.17 Travel Allowance**

Custodians assigned to more than one (1) school in any one (1) day will receive either twenty dollars (\$20.00) per month reimbursement for all inter-school driving done by them or they may elect to be reimbursed at the mileage rate authorized by the City. Such election must be made at the start of the school year in September. For driving outside the City, reimbursement will also be at the rate authorized by the City.

**7.18 Religious Observances**

Up to a total of three (3) days during the school year will be allowed for religious observance. These days shall be deducted from personal leave, sick leave, or vacation days, if applicable. The employee shall notify the Superintendent's office whether they want these days deducted from personal leave, sick leave, or vacation days.

**ARTICLE VIII  
SENIORITY**

- 8.1** An employee's seniority shall be computed from the latest period of continuous service in the School District, including time on Workers' Compensation.

**ARTICLE IX  
TRANSFERS AND SECOND POSITIONS**

- 9.1** Whenever a vacancy occurs, the District agrees to announce the position and send a copy of the announcement to each school, in care of a member of the custodial staff and employees interested in being considered for transfer may apply. The District reserves the right to fill the position from within the District or from outside sources if it deems it in the best interest of the District to do so. If selection is made from within the District, primary consideration will be given to the employee with the most seniority.

## 9.2 Transfer Out of Job Classification

The filling of a vacancy by an employee from a different job classification will be handled in the same manner as a promotional opportunity in Article 10.1 of this Agreement.

## 9.3 Interdepartmental Transfer of City Employees

When an employee transfers into the School District from another position in the City which is not part of this bargaining unit, their length of service in the prior department(s) will be credited for determining entitlement to any benefits provided by this agreement, except that in bidding for any vacancies, only seniority in this bargaining unit alone will be considered.

## 9.4 Coaching/Extra Curricular/Summer School Positions

- A. Coaching appointments will be made for one (1) to three (3) year periods, subject to M.G.L. c. 71, s. 47A, after which each appointment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the season ends and applications will be received no later than four (4) weeks after the initial posting.
- B. Assignments to extracurricular activities will be made for one (1) to three (3) year periods after which each assignment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the activity ends and applications will be received no later than four (4) weeks after the initial posting.
- C. Non-teaching positions that do not require licensure in summer school, evening school positions, or summer/evening positions under federal programs, will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F, and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.
- D. Coaching positions that do not require licensure will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position,

quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal. When a coaching appointment is offered to a teacher, it shall be made pursuant to Article V, Section D of the Unit A Labor Agreement.

- E. Non-teaching and non-licensed positions in summer recreation programs run by the school department will, to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.
- F. When appointments to such positions are offered, they will be in accordance with the pay schedules and/or stipends listed in the relevant contract.

## **ARTICLE X PROMOTIONAL OPPORTUNITIES**

- 10.1 Whenever a promotional opportunity arises, such vacancy shall be posted in each building in a conspicuous place listing the following:
  - A. Date of Posting
  - B. Job title
  - C. Salary
  - D. Location
  - E. Assigned hours of work, days off
  - F. Example of duties
  - G. Qualifications
  - H. Closing date for applicants
  - I. Person to whom applications should be made

This notice shall remain posted for a period of at least seven (7) calendar days. Employees in the bargaining unit who are interested may apply in writing within the posting period.

The following factors will be considered in the selection process:

- A. Seniority
- B. Experience
- C. Work history

- D. Ability to do the job
- E. Education and/or training directly related to the duties of the vacant position. In the event that two or more applicants are considered approximately equal in accordance with the foregoing factors then the senior applicant will be awarded the position.

**ARTICLE XI  
SAFETY**

- 11.1 A custodian when working alone shall not be required to use more than a six (6) foot ladder.
- 11.2 As a safety precaution, during the summer vacation when only one custodian is required in a school building, the telephone will be kept operational.
- 11.3 All necessary protective equipment will be furnished by the District.
- 11.4 Disability and Return to Work -City agrees to develop a light duty policy in accordance with the Americans With Disability Act.
- 11.5 The City may require an employee, subsequent to an injury or disability, to be examined by its designated physician, at City expense, prior to being approved to return to work.

**ARTICLE XII  
PROBATIONARY PERIOD**

- 12.1 During the first twelve (12) months an employee shall be classified as a probationary employee and as such shall be entitled to benefits and privileges afforded by this Agreement but shall not be entitled to invoke the provisions of Article IV (Grievance Procedure) nor any other process in the event the District determines to terminate their employment while a probationary employee.

**ARTICLE XIII  
NO-STRIKE NO-LOCKOUT CLAUSE**

- 13.1 It is agreed by the parties that during the term of the Agreement or any renewal thereof, there shall be no strikes, lockouts, stoppages of work or slow-downs concerning any matter in dispute arising out of this contract.

**ARTICLE XIV  
INDEMNIFICATION INSURANCE**

- 14.1 The Committee agrees that it will maintain in full force and effect during the life of this Agreement existing Motor Vehicle and General Liability Insurance policies which provide indemnification in the event of damage or injury arising out of the negligent acts of any employee covered hereunder.

**ARTICLE XV ASSOCIATION DUES**

- 15.1 Employees of the bargaining unit may authorize payroll deductions for the purpose of paying Association dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form as shown below.
- 15.2 The dues shall be deducted weekly in an amount certified by the Association and the aggregate dues of all employees shall be remitted together with a list of employees who have had said dues deducted to the Treasurer of the Association by the 10th day of the succeeding month.
- 15.3 The Employer agrees to deduct Association membership dues from the pay of each employee who executes or has executed such form.
- 15.4 The Association agrees to indemnify and hold the District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article XV. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the Business Manager.

**ARTICLE XVI  
INCLEMENT WEATHER**

- 16.1 An employee on the day shift who must report to work at their regular start time when the schools have an unplanned delay to the start of the school day (i.e. snow delay) will receive an additional seventeen dollars and fifty cents (\$17.50) per hour for the hours of the delay that they work (ex. one- or two-hour delay). This pay is in addition to the regular hourly rate of pay but shall not exceed two (2) hours.

Any employee required to work who reports at the normal day shift start time on a day when school has been cancelled shall receive an additional fifty dollars (\$50.00) for completing an eight (8) hour shift. Such pay is in addition to the regular hourly rate of

pay. If custodians are released by the Superintendent prior to the completion of an eight (8) hour shift they will still receive the fifty dollars (\$50.00). If a State of Emergency has been declared that affects the City of Northampton, refer to Article VI, Section 7.

**ARTICLE XVII  
PERFORMANCE APPRAISAL**

- 17.1 During the term of this Agreement, the District proposes to implement a performance appraisal system. Any form developed will be submitted to the employee, discussed and signed by them.

**ARTICLE XVIII  
CLOTHING ALLOWANCE**

- 18.1 The District agrees to pay each member of the bargaining unit who is in pay status the first two full payroll periods in July an annual payment of \$250.00 effective July 1, 2006, and \$300.00 effective July 1, 2008 for the purchase of work clothes.
- 18.2 Every effort will be made to pay the clothing allowance prior to October 1.

**ARTICLE XIX  
RESERVED FOR FUTURE USE**

**ARTICLE XX LONGEVITY PLAN**

- 20.1 Each full-time member of the bargaining unit shall receive longevity compensation as follows:
- A. Upon completion of five (5) years of continuous service a sum of one hundred dollars (\$100.00) shall be added to their pay once a year and once each year thereafter through the ninth (9th) year of continuous service they shall receive a longevity payment of one hundred dollars (\$100.00).
  - B. Upon completion of ten (10) years of continuous service a sum of five hundred dollars (\$500.00) shall be added to their pay once a year and once each year thereafter through the fourteenth year of continuous service they shall receive a longevity payment of five hundred dollars (\$500.00).
  - C. Upon completion of fifteen (15) years of continuous service a sum of six hundred

dollars (\$600.00) shall be added to their pay once a year and once each year thereafter through the nineteenth year of continuous service he shall receive a longevity payment of six hundred dollars (\$600.00).

- D. Upon completion of twenty (20) years of continuous service a sum of seven hundred dollars (\$700.00) shall be added to their pay once a year and once each year thereafter through the twenty-fourth year of continuous service they shall receive a longevity payment of seven hundred dollars (\$700.00).
- E. Upon completion of twenty-five (25) years of continuous service a sum of eight hundred dollars (\$800.00) shall be added to their pay once a years and once each year thereafter they shall receive a longevity payment of eight hundred dollars (\$800.00).

In case a temporary employee becomes a regular employee with no break in service, for purposes of this Article, their date of employment shall be the date of first employment as a temporary employee.

When a part-time employee becomes a full-time employee with no break in service, the date of service for the purpose of this Article shall be the date of first employment as a part-time employee.

Full-time employees are those who work regularly at least forty (40) hours per week.

Leave without pay (suspension, leave of absence, and so forth) shall be deducted from creditable service. Time while on Workers' Compensation will be counted as creditable service.

Part-time employees working at least one thousand forty (1,040) hours per year shall be eligible for longevity payment in accordance with the following schedule:

5 years – 9 years \$ 75.00 per year  
10 years – 14 years \$375.00 per year  
15 years – 19 years \$450.00 per year  
20 years – 24 years \$525.00 per year  
25 years + \$600.00 per year

- 20.2 Payment of longevity Compensation shall be made on an annual basis and shall be paid on the last payday of the month in which the anniversary date occurs.

- 20.3 Longevity compensation shall be construed as regular compensation for the purposes of retirement benefits.

**ARTICLE XXI  
REDUCTION IN FORCE**

- 21.1 In the event it becomes necessary to reduce the number of positions in the bargaining unit, the following procedure will be used:
- A. Competitive levels will be established according to Civil Service classifications; e.g. Sr. Building Custodian, Building Custodian, Painter, etc.
  - B. Seniority within the competitive levels. Probationary and provisional employees will be placed below permanent employee.
  - C. An employee who is being affected may “bump” another employee in the same wage level or lower, provided they have the qualifications to do the job without additional training or undue disruption of the work. Qualifications include written test if one is required for the position.
  - D. A permanent employee who is separated will have their name placed on a recall list for a period of twelve (12) months from the date of termination. Recall will be in the inverse order of separation.
- 21.2 Facility Closing
- If a situation necessitates the closing of a school by the Northampton School District and the attendant displacement of a custodian, the affected custodian shall if they has greater seniority, have the opportunity to displace the custodian with the least seniority on their shift. The District shall then have the prerogative to assign such least senior custodian to a night position.
- 21.3 In order to minimize the disruption caused by this agreement for both the District and its personnel, the District, at its discretion, agrees to post vacancies and allow members to exercise their rights under this agreement to select the vacant night position. If a day position becomes vacant, due to this posting, the District may assign the displaced custodian.
- 21.4 Any permanent employee whose position is terminated due to the closing of a facility, staff cuts, or budgetary cutbacks, shall have their name placed on a recall list for a period of two (2) years.

- 21.5 Any provisional, part-time or temporary employee whose position is terminated as in Section 21.4, shall have his name placed on a recall list for a period of one (1) year.
- 21.6 Any employee who is affected as in Section 21.4 and 21.5 shall have their accumulated sick leave held for them for as long as their name is on the appropriate recall list. Any such sick leave shall be reinstated upon the re-employment of the employee.

**ARTICLE XXII  
EDUCATIONAL ASSISTANCE PROGRAM**

- 22.1 The District will pay for registration, tuition, books, materials, laboratory fees required by a school, seminar, or short course, which in the opinion of the Supervisor of School Maintenance, is directly related to an employee's position, provided funds are available and prior approval is granted by the Superintendent.
- 22.2 Skill Incentive Pay: Bargaining unit personnel will be eligible for a skill pay incentive for obtaining up to four (4) qualifying licenses/certifications, subject to the prior approval of the Superintendent or their designee. The licenses/certifications are above and beyond those currently required for their position. The incentive shall consist of an additional \$.25 per hour, added to the employee's base hourly rate of pay, for each approved license and/or certification up to an additional \$1.00 per hour.

If the employee is to be promoted, the new rate of pay will be based on the employee's current hourly rate of pay including the incentive pay. The new pay grade/step will be a minimum of 3-½% increase over the employee's previous rate of pay, which included any incentive pay. The employee will be eligible to continue to receive skill pay incentive, in the new pay grade applied to the new base pay grade/step, for those licenses/certifications not specified as a basic requirement for the position and as per approval of the Superintendent or their designee. Retirement pay calculation will also be based on the employee's pay including any skill pay incentive.

Annual step increases within a pay grade will only be to the next step in the grade, as has been past practice (and if a step available); the hourly skill pay incentive the employee is eligible for will then be reapplied to the base of the new step's hourly rate.

Employees who receive skill pay incentive for a CDL, or who are required to maintain a CDL as part of their job, are required to be part of the City's Alcohol & Drug Testing Program pursuant to Federal Law.

**ARTICLE XXIII  
DRUG/ALCOHOL FREE WORK PLACE**

- 23.1 It is the intent and obligation of the City/School District to:
- A. Provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition to work.
  - B. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on City/School District premises or on City/School business is absolutely prohibited. Violations of this policy will subject an employee to disciplinary measures.
  - C. Drug and alcohol dependency is recognized by the City/School District as an illness and major health problem. The City/School District also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans as appropriate. All contact is confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.
  - D. As required by Federal Law, employees directly engaged in the performance of work pursuant to the provisions of a Federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the Personnel Department within five (5) days after conviction. The City/School District must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988.

**ARTICLE XXIV  
ENTIRE AGREEMENT CLAUSE**

- 24.1 It is acknowledged that during the negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and, further, any past practices affecting employees in this bargaining unit shall be superseded by this Agreement.

24.2 Nothing in this Article precludes a mutual change of policy, rules, or regulations which affects wages, hours, or working conditions. Any such agreement reached subsequent to the execution of this contract will be reduced to writing signed by both parties, and become an amendment to this Agreement.

**ARTICLE XXV  
DURATION**

25.1 This agreement will be effective July 1, 2019 and will continue to remain in full force and effect to and including June 30, 2022 and shall thereafter automatically renew itself for terms of one (1) year each unless by January 1, 2022 or by January 1 of any subsequent year prior to the expiration of the contract either part gives written notice that it desires to negotiate a new contract or amendment thereto. The party so desiring to negotiate a new contract or amendment shall specifically inform, in writing, the other party regarding any changes to be sought in such negotiations. Upon receipt of such notice the parties agree to meet for the purpose of negotiating a new or amended agreement. In the event either party desires to negotiate a new contract and one has not been agreed upon by June 30, 2022, this contract may be extended by mutual agreement.

**ARTICLE XXVI  
CIVIL SERVICE WITHDRAWAL**

The Custodian Chapter of the Northampton Association of School Employees agrees to endorse the City of Northampton's efforts to withdraw from Civil Service provided that employees employed as permanent Civil Service employees on an effective date of withdrawal retain all applicable rights under Chapter 31 (Civil Service).

**ARTICLE XXVII  
BIWEEKLY PAYROLL SCHEDULE**

The Custodian Chapter of the Northampton Association of School Employees agrees to be compensated on a biweekly basis.

**ARTICLE XXVIII  
LIGHT DUTY POLICY**

The Custodian Chapter of the Northampton Association of School Employees agrees, through reference, to a light duty policy.

**ARTICLE XXIX  
SEXUAL HARASSMENT POLICY**

The Custodian Chapter of the Northampton Association of School Employees agrees to accept the Northampton Public Schools Sexual Harassment Policy.

**ARTICLE XXX  
FAMILY MEDICAL LEAVE ACT**

The Custodian Chapter of the Northampton Association of School Employees agrees to accept the Family Medical Leave Act.

**ARTICLE XXXI  
RESCHEDULED WORK SHIFTS**

The Northampton School District and the Custodian Chapter of the Northampton Association of School Employees agree to discuss any rescheduling of work shifts or work weeks. The Northampton School District reserves its right pursuant to the MANAGEMENT RIGHTS CLAUSE -ARTICLE II in the existing Collective Bargaining Agreement, subsequent to discussion of this issue, to assign and schedule Association personnel where and when required.

THIS AGREEMENT has been duly executed by the authorized representatives of the Northampton School Committee and the Northampton Association of School Employees:

SCHOOL COMMITTEE OF NORTHAMPTON

By  6/19/20  
Mayor David Narkewicz, Chairperson

NORTHAMPTON ASSOCIATION OF SCHOOL  
EMPLOYEES, AFFILIATED WITH THE  
MASSACHUSETTS TEACHERS ASSOCIATION

By  6/11/20  
Sadie Cora, President

**APPENDIX A-1 PAY SCHEDULE**

| 2.00% COLA                       |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
|----------------------------------|-------|-------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| SCHOOL CUSTODIANS                |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
| 12 Steps with 2.5% between steps |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
| Grade                            | Min   | Max   | Difference | % Diff | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 |
| H                                | 27.01 | 35.46 | 8.45       | 31%    | 27.01  | 27.68  | 28.37  | 29.08  | 29.81  | 30.56  | 31.32  | 32.10  | 32.90  | 33.72   | 34.56   | 35.42   |
| G                                | 24.55 | 32.21 | 7.66       | 31%    | 24.55  | 25.17  | 25.80  | 26.45  | 27.11  | 27.79  | 28.48  | 29.19  | 29.92  | 30.67   | 31.44   | 32.23   |
| F                                | 22.32 | 29.27 | 6.96       | 31%    | 22.32  | 22.88  | 23.45  | 24.04  | 24.64  | 25.26  | 25.89  | 26.54  | 27.20  | 27.88   | 28.58   | 29.29   |
| E                                | 19.41 | 25.48 | 6.07       | 31%    | 19.41  | 19.90  | 20.40  | 20.91  | 21.43  | 21.97  | 22.52  | 23.08  | 23.66  | 24.25   | 24.86   | 25.48   |
| D                                | 17.65 | 23.14 | 5.50       | 31%    | 17.65  | 18.09  | 18.54  | 19.00  | 19.48  | 19.97  | 20.47  | 20.98  | 21.50  | 22.04   | 22.59   | 23.15   |
| C                                | 16.04 | 21.03 | 4.99       | 31%    | 16.04  | 16.45  | 16.86  | 17.28  | 17.71  | 18.15  | 18.60  | 19.07  | 19.55  | 20.04   | 20.54   | 21.05   |

| 2.00% COLA                       |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
|----------------------------------|-------|-------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| SCHOOL CUSTODIANS                |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
| 12 Steps with 2.5% between steps |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
| Grade                            | Min   | Max   | Difference | % Diff | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 |
| H                                | 27.55 | 36.16 | 8.61       | 31%    | 27.55  | 28.24  | 28.95  | 29.67  | 30.41  | 31.17  | 31.95  | 32.75  | 33.57  | 34.41   | 35.27   | 36.15   |
| G                                | 25.04 | 32.86 | 7.81       | 31%    | 25.04  | 25.67  | 26.31  | 26.97  | 27.64  | 28.33  | 29.04  | 29.77  | 30.51  | 31.27   | 32.05   | 32.85   |
| F                                | 22.76 | 29.86 | 7.10       | 31%    | 22.76  | 23.33  | 23.91  | 24.51  | 25.12  | 25.75  | 26.39  | 27.05  | 27.73  | 28.42   | 29.13   | 29.86   |
| E                                | 19.80 | 25.99 | 6.19       | 31%    | 19.80  | 20.29  | 20.80  | 21.32  | 21.85  | 22.40  | 22.96  | 23.53  | 24.12  | 24.72   | 25.34   | 25.97   |
| D                                | 18.00 | 23.61 | 5.61       | 31%    | 18.00  | 18.45  | 18.91  | 19.38  | 19.86  | 20.36  | 20.87  | 21.39  | 21.92  | 22.47   | 23.03   | 23.61   |
| C                                | 16.37 | 21.45 | 5.09       | 31%    | 16.37  | 16.77  | 17.19  | 17.62  | 18.06  | 18.51  | 18.97  | 19.44  | 19.93  | 20.43   | 20.94   | 21.46   |

| 2.50% COLA                       |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
|----------------------------------|-------|-------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| SCHOOL CUSTODIANS                |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
| 12 Steps with 2.5% between steps |       |       |            |        |        |        |        |        |        |        |        |        |        |         |         |         |
| Grade                            | Min   | Max   | Difference | % Diff | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 |
| H                                | 28.24 | 37.07 | 8.83       | 31%    | 28.24  | 28.94  | 29.66  | 30.40  | 31.16  | 31.94  | 32.74  | 33.56  | 34.40  | 35.26   | 36.14   | 37.04   |
| G                                | 25.67 | 33.68 | 8.01       | 31%    | 25.67  | 26.31  | 26.97  | 27.64  | 28.33  | 29.04  | 29.77  | 30.51  | 31.27  | 32.05   | 32.85   | 33.67   |
| F                                | 23.33 | 30.61 | 7.27       | 31%    | 23.33  | 23.92  | 24.52  | 25.13  | 25.76  | 26.40  | 27.06  | 27.74  | 28.43  | 29.14   | 29.87   | 30.62   |
| E                                | 20.29 | 26.64 | 6.35       | 31%    | 20.29  | 20.80  | 21.32  | 21.85  | 22.40  | 22.96  | 23.53  | 24.12  | 24.72  | 25.34   | 25.97   | 26.62   |
| D                                | 18.45 | 24.20 | 5.75       | 31%    | 18.45  | 18.91  | 19.38  | 19.86  | 20.36  | 20.87  | 21.39  | 21.92  | 22.47  | 23.03   | 23.61   | 24.20   |
| C                                | 16.77 | 21.99 | 5.21       | 31%    | 16.77  | 17.19  | 17.62  | 18.06  | 18.51  | 18.97  | 19.44  | 19.93  | 20.43  | 20.94   | 21.46   | 22.00   |