

**AGREEMENT**

between the

**NORTH ANDOVER SCHOOL COMMITTEE**

and

**NORTH ANDOVER CUSTODIAL ASSOCIATION**

**2015-2018**

**TABLE OF CONTENTS**

		Page
Article One	Preamble	1
Article Two	Recognition Clause	1
Article Three	Work Rules	1
Article Four	Association Rights and Privileges	1
Article Five	Non-Discrimination	2
Article Six	Responsibility	2
Article Seven	Grievance	2-3
Article Eight	Qualifications, Requirements, Etc.	4
Article Nine	Probationary Period	4
Article Ten	Hours of Work	5-8
Article Eleven	Seniority	8-11
Article Twelve	Payment Plan and Fringe Benefits	11-19
Article Thirteen	Miscellaneous Provisions	20 - 22
Article Fourteen	Discipline	22
Article Fifteen	Compensation	22-24
Article Sixteen	Duration	25
Appendix A	Salary Schedules	26
Appendix B	Request for Personal Leave	27
Appendix C	Individual Evaluation of Custodian	28-29
Appendix D	The Seven Standards of Just Cause	30
Appendix E	Overtime Rules	31-33
Appendix F	Drug-Free Workplace Policy	34
Appendix G	Attendance Policy	35
MOA	Errata	36-37

**ARTICLE ONE**

**PREAMBLE**

This Agreement is made and entered into between the School Department of North Andover, Massachusetts (hereinafter referred to as the "Committee") and the North Andover Custodial Association (hereinafter referred to as the "Association").

**ARTICLE TWO**

**RECOGNITION CLAUSE**

Pursuant to the decision of the Massachusetts Labor Relations Commission Case No. MCR-2473 dated February 1, 1977, the Committee hereby recognizes the Association as the sole and exclusive representative of all custodians, maintenance staff, and grounds keepers of the School Department for the purpose of bargaining with respect to wages, hours of work and working conditions.

**ARTICLE THREE**

**WORK RULES**

The School Committee will reserve unto itself the right to establish all work rules and procedures, except as modified by this Agreement. If there are changes in past practices, the Association will be given one (1) calendar week notice before they go into effect. The Association may select three (3) representatives to subsequently confer with the School Committee.

**ARTICLE FOUR**

**ASSOCIATION RIGHTS AND PRIVILEGES**

All job benefits hereto enjoyed by the custodians, either by State Statute or Civil Service, which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement. No provision in this Agreement shall be construed to conflict with Massachusetts General Laws, Chapter 31; Chapter 71 of the Acts of 1993, known as the Education Reform Act of 1993, particularly, but without limitation, Section 44 (Dismissals), Section 47 (Suspensions), Section 53 (Hiring) thereof or any other provisions of the General Laws.

**ARTICLE FIVE****NON-DISCRIMINATION**

The Committee and Association agree that neither will interfere with, restrain or coerce custodians in the exercise of the rights guaranteed by the General Laws and that neither will discriminate with respect to appointment, tenure or employment, and any term or condition of employment against any custodian because of membership in the Association or any legal Association activities.

**ARTICLE SIX****RESPONSIBILITY**

All personnel report directly to the building principal and ultimately, through the Building and Operations Supervisor, to the Superintendent of Schools who is the final appointing authority. It is understood that the custodial staff work in buildings which are administered by building principals and accordingly should cooperate with requests from the principals. If there is a disagreement, the custodian may contact the Assistant Superintendent for Finance and Operations or his/her designee. It is further understood that in accordance with and subject to Section 47 of the Education Reform Act of 1993, the principal of a school may suspend an employee assigned to the school and that the Superintendent may suspend any employee assigned to the district, subject to said Section 47.

Custodians shall work in those areas assigned by his/her Supervisor.

Senior Custodians and/or Lead Custodians will provide feedback to the Assistant Superintendent for Finance and Operations regarding job performance of Summer Help employees and Substitute Custodians. Such feedback will be provided when job performance falls below an acceptable level or when Summer Help employees or Substitute Custodians are being considered for rehire or promotion.

**ARTICLE SEVEN****GRIEVANCE****Section 1. Definition of Grievance**

A grievance is defined as a dispute which may arise over the application, meaning or interpretation of this Agreement and should be processed according to the steps in Section 2.

**Section 2. Grievance Procedure**

**A. Step One** - the grievance shall be presented in writing to the Principal and

Assistant Superintendent for Finance and Operations . The Assistant Superintendent for Finance and Operations shall meet with the grievant and respond in writing within five (5) working days.

- B. Step Two** - If the grievance has not been resolved in Step 1, it shall be presented to the Superintendent of Schools within (5) working days after the Principal's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent, or his/her designee, will arrange for a meeting with the aggrieved employee and his/her Union representative, if any, within ten (10) working days from the date the grievance is presented to him/her. The aggrieved employee shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement. The Superintendent of Schools shall respond in writing as soon as possible, but no later than ten (10) days after the aforementioned meeting.
- C. Step Three** - if the person or group filing the grievance is not satisfied with the result of Step Two, he, she or they may re-submit the written grievance to the Superintendent who will in turn notify the School Committee in a timely manner. This step is applicable to both Civil Service and non-Civil Service employees.
- D. Step Four** - if the person or group filing the grievance is not satisfied with the result of Step Three, s/he or they may request arbitration or Civil Service appeal (where applicable).
- If arbitration is chosen, the proceeding shall be conducted by the Department of Labor Relations. The decision of the Board shall be final and binding on both parties.
- E. Cost of Arbitration** - the fee charged to access the Department of Labor Relations shall be shared equally by the Committee and the Association. However, if either party desires a verbatim record of the proceedings, it may make such a record at its own expense.
- F. Miscellaneous** - items having to do with remuneration shall be retroactive to the filing date of the grievance.

**ARTICLE EIGHT**

**QUALIFICATIONS, REQUIREMENTS, ETC.**

**Section 1. Civil Service**

All personnel hired prior to August 13, 2003, are subject to the rules and regulations of the Massachusetts Division of Civil Service (Chapter 31). Said employees shall be covered until retirement or termination of employment.

**Section 2. Physical Examinations**

To help ensure that employees are able to perform their duties safely, medical examinations are required.

After an offer of appointment has been made to a position in the classification plan requiring continuous employment, a candidate shall be required to pass a physical examination.

The examining physician shall be appointed by the Superintendent and the examination shall be at the expense of the School Department. The examination shall be limited to a determination that the candidate can perform the essential functions of the job, with or without reasonable accommodations, and may include illegal substance (drug) screening.

Information on an employee's medical condition or history will be kept separately from other employee information and maintained confidentially. Access to this information will be limited only to the Superintendent of schools and/or the Assistant Superintendent for Finance and Operations.

**ARTICLE NINE**

**PROBATIONARY PERIOD**

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School Department uses this period to evaluate employee capabilities, work habits, and overall performance. This period is defined as "The first six (6) months of employment or extensions thereof, as provided for by the Superintendent." Either the employee or the town may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first ninety (90) calendar days after their date of hire. Any significant absence will automatically extend a probationary period by

the length of the absence. If the Superintendent determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a maximum for ninety (90) calendar days.

Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification.

All newly transferred employees will work on a probationary basis for a period of no less than thirty (30) and no more than ninety (90) days. The actual length of the probationary period will be determined by the Supervisor of Custodians and Maintenance.

A new employee may not request a transfer to another school or position until he/she has successfully completed the probationary period (six months). However, a waiver may be granted if an agreement is reached between the Association and the Superintendent.

## **ARTICLE TEN**

### **HOURS OF WORK**

#### **Section 1. Regular Hours**

Hours are determined with the approval of the Director of Custodians and Maintenance and may vary in the different schools. Custodians are employed on a full-time, year-round basis. Full time is defined as a minimum eight (8) hour day and a five (5) day week (40 hours), Monday through Friday.

The hours of the full time day shift are 6:00 AM to 2:30 PM; the hours of the full time evening shift are 2:30 PM to 11:00 PM. Each unit member is entitled to a lunch/dinner period of one-half (1/2) hour.

#### **Section 2. No School/Snow Days**

In the event of severe weather whereby school is closed, night personnel shall report at 8:00 a.m. and work until 4:30 p.m. The length of day is eight (8) hours with one-half (1/2) hour for lunch. Day personnel report at their regular starting time. The length of the day is eight (8) hours with one half (1/2) hour for lunch. In the event an employee does not report to work on time or if he/she leaves work early, then an appropriate payroll adjustment may be made.

#### **Section 3. Overtime**

The Administration will determine when additional custodians are required. A custodian must first work his/her regular hours in order to be eligible for overtime hours.

- A. School Connected Function - Details paid by the School Department: time and one-half with a two-hour minimum.**
1. Employees shall perform all custodial duties and responsibilities related to the detail.
  2. Employees shall remain at the detail, unless instructed otherwise, except as provided in Section A, 3 and A, 4.
  3. Employees may be assigned other custodial duties related to the condition of the building in proximity to, or accessible to, the detail.
  4. Employees performing details paid by the School Department may be required to perform regular custodial duties in the same building unrelated to the detail.
- B. Non-School Connection Function - Non-School "Outside" Details: Details not paid by the School Department: time and one-half, with a two-hour minimum.**
1. Employees shall perform all custodial duties and responsibilities related to the detail.
  2. Employees shall remain at the detail, unless instructed otherwise, except as provided in Section B, 3.
  3. As a general rule, employees performing "non-school" details may be assigned regular custodial duties and responsibilities in addition to Section B 1 duties.
- C. All custodians will be given an opportunity to work a share of necessary overtime. Administration is responsible for offering equal overtime opportunities. It is not Administration's responsibility to assure equal hours accepted. Overtime will be distributed on an hourly basis. Refusal hours and accepted hours will be charged to the individuals.**
- In the event that volunteers from their assigned site are not available to accept assigned overtime, then Administration goes system-wide to meet the overtime needs. In the event that volunteers are not available system-wide, then Administration reserves the right to assign the overtime.
- Weekend checks shall be scheduled separately as authorized by the Director of Custodians and Maintenance. The Custodian assigned to perform a scheduled building check shall be compensated at a rate of time and one-half, for an amount of time equal to the following pre-established schedule: High School 1.5; Middle School 1.25 hours; all elementary schools 1.0 hours; ECC 1.0 hours except for the following combination: Kittredge/Central Office combined at 1.5 hours.
- Both sides agree to form an overtime guideline committee to deal with the equitable distribution of overtime opportunities.

- D. Every effort will be made to ensure that overtime will be paid within three (3) weeks from submission of the overtime slip.
- E. Any night custodian called in to assist a day custodian shall be paid at a rate of time and one-half (1-1/2) overtime, in addition to the regular eight-hour work day, which shall not be altered.
- F. The Director of Custodians and Maintenance, however, shall not ask someone who is on vacation to work while on vacation. A custodian who agrees to work while on vacation will be paid his vacation time plus straight time. The custodian must indicate his/her willingness to work during his vacation time by sending the information to the Director of Custodians and Maintenance before his/her vacation begins.
- G. Any association member who responds to a call-in on a Saturday or a Sunday will be paid for a minimum of two (2) hours.

**Section 4. Emergency Call-Ins**

Custodians shall be paid at time and one-half (1-1/2) with a minimum of two (2) hours guaranteed. The responding employee shall not lose his/her turn in the overtime rotation schedule. Further, in any emergency, the Superintendent reserves the right to call any or all custodians wherein said custodian shall respond to the situation.

**Section 5. Snow Clearing Overtime**

Any Snow or inclement weather event early start will be at the discretion of the Director of Custodians and Maintenance. In the event that snow has accumulated or icy conditions exist during early morning hours on days when school is in session, all day custodians of the High School, Middle School, Elementary Schools and the Early Childhood Center shall report to work one (1) hour prior to their regular starting time and shall be compensated at the overtime rate for said one (1) hour. The minimum overtime hours as contained in Section 2 and Section 3 of this Article shall not apply to overtime work performed under this section. A custodian called in for "snow removal only" will be paid for a minimum of four (4) hours.

**Section 6. Deliveries**

Any time deliveries require a custodian to stay beyond normal quitting time, such time

shall be handled as normal overtime.

**Section 7. Non-School Functions**

When an outside (non-school) group cancels a function, with less than eight (8) hours prior notice, the group must pay the custodian a minimum of two hours. Further, and on a limited basis, a custodian who is given a “standby” assignment shall be paid a minimum of two (2) hours overtime by the requesting non-school group. Specifically, if a facility space is reserved in case of rain, on Patriot’s Day, Memorial Day or Veteran’s Day, and said space is not used then the custodian assigned the event shall be compensated. The “Use of Facilities” form will include this information. Rate to be paid is normal overtime rate of time and one-half.

For any Massachusetts Interscholastic Athletic Association (MIAA) function conducted at North Andover Schools, the School Department will assign more than one custodian to such events. The custodians will start their shift at the same time.

**Section 8. Summer Hours and School Vacation Shut-Down**

All custodians will be assigned the same hours during the summer school closing and school vacation shut-down period; i.e., 7:00 a.m. to 3:30 p.m., with a half-hour for lunch period.

**Section 9. Overtime Guidelines**

The Overtime Guidelines for unit members are found in Appendix E.

**ARTICLE ELEVEN**

**SENIORITY**

**Section 1. Temporary Replacement Assignments**

- A. When a custodian on the day shift is absent due to illness, his replacement will be selected by the Director of Custodians and Maintenance. Seniority will be a consideration. Whenever possible, a Floating Custodian will be used to cover the absence.
- B. In the event of the absence of a senior custodian which is greater than ten (10) consecutive work days, exclusive of vacation leave, the administration may appoint an “acting” senior custodian, effective with the eleventh day of absence. Said “acting” custodian shall be compensated at the rate of senior custodian. In the event it is known prior to such an absence, that a senior custodian will become absent for a period of

greater than ten (10) consecutive work days, than said "acting" appointment shall be made effective with the first day of absence.

**Section 2. Assignments, Vacancies and Seniority**

- A. A vacancy is an opening caused by a promotion, death, retirement, resignation, discharge, the availability of a new position, or a temporary opening due to extended illness.
- B. Notice of all openings in the bargaining unit are to be posted in the custodians' room at each school a minimum of seven (7) working days in advance of action by the Superintendent. Each notice shall contain the following information:
  - 1. Date of posting
  - 2. Job Title
  - 3. Salary Range
  - 4. Location
  - 5. Assigned hours of work/days off
  - 6. Example of duties
  - 7. Qualifications
- C. Employees who wish to be considered for an opening must make written application to the Principal with a copy to the Chief Operations Officer within a time period specified on the posted notice. This will be at least three (3) days, except that one (1) day shall be sufficient for a temporary appointment.
- D. No custodian shall be restricted from applying for any custodial position.
- E. Determining factors in the assignment to vacancies:
  - 1. Applicable only to Custodial Positions: The Administration will interview all qualified applicants. Job selection shall be made from members of the bargaining unit provided they have qualifications to do the job. Where qualifications are determined to be relatively equal, seniority shall be the determining factor. School Principals shall make the judgment about qualifications subject to the Superintendent's approval. A by-passed senior applicant, upon request made in writing, will be given the reasons, in writing, for his/her non selection. Said response shall be given within fourteen (14) calendar days from receipt of the written request. In the event there is no applicant within the bargaining unit with qualifications to perform the job, applicants from outside the bargaining unit may be hired.
  - 2. Applicable only to Maintenance Positions: The Administration may fill said jobs from applicants within the bargaining unit or outside of the bargaining unit, provided,

however that preference shall be given to applicants from within the bargaining unit where such applicant's qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit, qualifications being equal, seniority shall govern. The Administration reserves the right to reject all applicants and to repost and re-advertise the position.

3. "Qualifications" as used herein shall include ability, evaluations, work record, experience, and attendance.
  4. Evaluation under this Article shall be performed by the Principal or his/her designated supervisors consistent with the evaluation language contained in Article 13. The evaluation form to be utilized shall be a form that the parties have reviewed and negotiated.
  5. "Seniority" as used herein shall mean an employee's length of continuous service in the North Andover School Department dating from his/her most recent date of hire, except as provided in Article 9 (Probationary Employee).
- F.** Within seven (7) working days after a position has been filled, the Association shall be advised of the name(s) of the employee designated to fill the vacancy.
- G.** An employee who has applied for a vacancy and was not selected, may request a meeting with the administration for the purpose of ascertaining the reasons of non-selection.
- H.** If only one person applies for an opening and is deemed unqualified, the Director of Custodians and Maintenance may assign someone to fill it.
- I.** If two or more people are hired on the same day, seniority shall be determined by the Civil Service test grade where applicable. If the grades are the same, the date the employment application was received shall be the determining factor.
- J.** An employee's seniority shall be defined as being equal to his/her length of continuous employment by the Committee beginning with his/her first day or work in the bargaining unit.
- Leaves of absence shall not be included as accrued time. Full-time and part-time positions will count toward service only if a written appointment was made and records verify that appropriate contributions were made to the county retirement program.
- K.** Association members who apply for an opening will not be required to participate in the formal interview process. At a minimum, however, each candidate shall interview with the responsible building administrator.

**Section 3. Involuntary Transfers**

Employees who are involuntarily transferred shall be given the reasons, in writing, for said transfer. This provision includes Senior Custodians. All involuntary transfers shall be reviewed and approved by the Superintendent.

**ARTICLE TWELVE**

**PAYMENT PLAN AND FRINGE BENEFITS**

Custodians shall be paid in accordance with the established schedules on a twenty-six (26) payment plan and shall be entitled to such fringe benefits as retirement membership, Blue Cross-Blue Shield, Life Insurance, Sick Leave, etc. These shall be administered as for all Town employees. The specific benefits are:

**Section 1. Longevity**

A. School custodians who have been in continuous, full-time employment shall be paid, in addition to regular salary payments, increments determined as follows:

<u>Length of Service</u>	<u>Dollar Amount</u>
Over five (5) but not ten (10) years	\$ 1,324
Over ten (10) but not fifteen (15) years	\$ 1,647
Over fifteen (15) but not twenty (20) years	\$ 1,715
Over twenty (20) but not twenty-five (25) years	\$ 1,781
More than twenty-five (25) years	\$ 1,917

*\*Any unit member currently receiving the longevity amount to be deleted in the 2015 – 2018 Contract (\$976) shall continue to receive the amount.*

B. An employee will become eligible for longevity increments on the anniversary date of his/her employment. The longevity shall be payable in one lump sum in a separate check from the payroll check in the first pay period in July of each year. A unit member must be employed by the District as of July 1 of the year in order to receive the longevity paycheck in July.

C. An employee who qualifies for longevity compensation and then leaves the employ of the North Andover School Department shall not be entitled to such compensation if re-employed until a new qualifying period of continuous full-time employment has been served.

D. If the service of an employee is interrupted by military service or for an extenuating circumstance not resulting from the employee’s own action, with the approval of the Chief Operations Officer, total service will be considered as continuous service. For purposes of longevity payments, vacation allowances and salary increments, an individual’s anniversary date will be adjusted to reflect any other time not actively employed in the system.

(Example: if a person commenced employment as of 2/1/77 and took a six-month leave, the revised anniversary date for figuring longevity payments, vacation allowances and salary increments would be 8/1/77). The commencement date of employment would still be considered as 2/1/77.

**Section 2. Paid Holidays**

A. The following days shall be recognized as legal holidays and employee shall be excused from duty without loss of pay:

- |                                           |                        |
|-------------------------------------------|------------------------|
| New Year’s Eve Day-Reduced Length of Day* |                        |
| New Year’s Day                            | Labor Day              |
| Martin Luther King Day                    | Columbus Day           |
| Washington’s Birthday                     | Veteran’s Day          |
| Patriot’s Day                             | Thanksgiving Day       |
| Memorial Day                              | Day After Thanksgiving |
| Independence Day                          | Christmas              |
| Christmas Eve Day-Reduced Length of Day*  |                        |
| Floating Holiday                          |                        |

(\*) Christmas Eve Day (December 24) and New Years Eve Day (December 31) – All unit members will work their holiday schedule: 7:00 AM – 12:30 PM.

Holidays which occur on weekdays (Monday through Friday) will be recognized on the day they occur. Holidays occurring on Sunday will be recognized on the following Monday.

Holidays occurring on Saturday will be recognized the preceding Friday if school is not in session that day. If school is in session on the Friday preceding a Saturday holiday, the day may be taken individually at some other time by mutual agreement with Director, Management Support Services.

B. In order to qualify for holiday pay, a custodian must work the last day before the holiday

and first day after the holiday, except when the holiday is part of a vacation week, or when prior arrangements have been made with the Director, Management Support Services.

- C. All full-time custodians who work on the day before Thanksgiving will work a six (6) hour shift.

**Section 3. Vacation**

- A. Vacations, with pay, shall be earned by full-time employees (prorated for part time employees) with continuous service according to the following schedule:

Up to five (5) years of service, employees will earn five-sixths of a day vacation for each full month of service plus an additional .67 of a vacation day.

After the employee's fifth anniversary, he/she will be credited with fifteen (15) vacation days plus an additional .67 of a vacation day effective each July first.

After the employee's tenth anniversary, he/she will be credited with twenty (20) vacation days plus an additional .67 of a vacation day effective each July first.

After twenty (20) years of service, an additional four (4) days of annual leave (total – 24.67 days) will be given to each qualifying employee.

The total number of days granted will be credited to the employee the first day in the month of July. However, the total number of days credited to the employee, as vacation, will be held and pro-rated if a workers' compensation claim, retirement or resignation is pending. Further, benefits shall be awarded only if the employee was actively working during the year, and by this activity earned the benefit.

Time to be taken will be scheduled with the approval of the Director of Custodians and Maintenance. Vacations are to be used within the prescribed period between anniversary dates. A maximum of ten (10) vacation days may be carried forward into the next school year, beginning in the school year July 1, 2001. An employee may choose to cash out up to a maximum of five (5) of the ten (10) carryover days.

Vacations will be discouraged during the final full week in August before school opens and during the December, February and April school vacations.

**Section 4. Family and Medical Leave Act (FMLA)**

All eligible employees of the North Andover Custodial Association, shall be entitled to all benefits and privileges authorized and mandated by The Family and Medical Leave Act of 1993 (Issued by the U. S. Department of Labor), and applicable state law.

**Section 5. Sick Leave**

- A. A full-time employee in continuous service shall earn sick leave at the rate of one and one-quarter days for each full month of service. Sick leave shall accumulate to a maximum of two hundred twenty-five (225) days. Three (3) of such sick days may be used each fiscal year for absence due to the illness or injury in the employee's immediate family.

Immediate family as used herein shall mean: Spouse, child, mother, father or any other family member residing in the employee's household.

- B. When illness forces a custodian to be absent:

1. A day custodian will notify the Principal's office at their assigned facility and contact the Director of Custodians and Maintenance.
2. A night custodian will notify the principal at their assigned facility and contact the Director of Custodians and Maintenance.
3. If a simple illness is experienced for more than one (1) day, then notification is expected every day.

- C. An Attendance Policy is to be negotiated by the Association and the School Committee.

**D. Sick Leave Pool:**

1. Each member of the association may voluntarily become a member of this sick leave pool for custodians, maintenance and grounds keepers.
  - a. As a requirement of membership in the Sick Leave Pool each participating member shall voluntarily donate at least a determined number of days per year (as determined each year by the Sick Pool Committee) from his/her sick leave accrual to the pool which shall be effective on the first day of the fiscal year (July). The employee shall have been in the unit for two (2) full years from his/her date of hire and shall have accumulated a total of twenty (20) personal sick leave days in order to be eligible for membership in the Sick Leave Pool ("Pool"). The employee shall donate two (2) sick leave days upon entry into the Pool and then shall

donate one (1) day each year thereafter. Section I of this Section "Sick Leave Pool" may require additional days be donated to the Bank from time to time.

- 1) First year in an employee donates 2 days
  - 2) Second year an employee donates 1 day
  - 3) Every year after an employee donates 1 day per year
- b. The existence of the sick leave pool is a privilege rather than a convenience, therefore days will be granted from the pool for serious injury, illness, etc. This must be verified by a physician's certificate, which gives clarification of what is wrong with the patient and how long the patient will be disabled.
  - c. An individual shall not lose membership in the pool should the participating member be out for an extended period of time.
  - d. A sick leave bank will be available only after the member has exhausted all of his/hers own personal days, vacation days and all accumulated sick days with a balance of zero days on record before sick leave pool will start.  
\*Refer to part (F) Sick Leave Bank
  - e. Application for benefits shall be made to the Sick Leave Bank Committee Chair (Association President). The application may be made prior to a person exhausting all of his/her own personal accumulated time to expedite benefits. \*Refer to part (E) sick bank leave
  - f. The sick leave bank will be administered by a Sick Leave Bank Committee, consisting of 5 members. Two of these members should be the President and Vice President of the Association. The other three (3) members will be appointed by the association for the length of the contract. Also, there will be an alternate member to fill in for any board member who needs sick time. (Refer to Part R) All board members must participate in the sick bank in order to vote. Disbursement of sick leave days shall require three (3) affirmative votes from the Sick Bank Leave Committee, along with final approval of the Superintendent, Chief Operations Officer or Director of Personnel. Both Sick Leave Bank Committee and North Andover School Department Administrators must approve a sick leave bank request.
  - g. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. No more than 20 days to be granted at one time. The committee has the right to limit the length of sick time to be granted for each illness. The member may re-apply for more days with a physician's letter stating why the patient cannot return to his/her duties.
  - h. If the amount of days in the sick leave bank is reduced to forty (40), then the sick leave bank shall assess each member of the said bank one (1) additional day. Said additional day will be deducted from the member's annual sick leave days.
  - i. All members wishing to participate shall sign an affidavit indicating their desire to join the bank. Continued membership from year to year shall be automatically assumed as long as the participating member is employed as a

member of the Association. A participating member shall sign an affidavit indicating his/her termination of membership in the sick leave bank if the individual will be continuing as a member of the Association but desires not to continue participation in the sick leave bank. Once a custodian/member becomes a member of the bank for a fiscal school year, that person cannot withdraw from membership in the pool until the conclusion of that fiscal school year ends on June 30<sup>th</sup>. Should a member of the pool decide not to join the pool for a subsequent school year, the previously donated days shall remain in the bank. (see attached form: Affidavit D-2)

- j. Unused sick days in the bank shall accumulate from year to year and contract to contract.
- k. Appropriate forms must be completed before the committee can initiate a review of any request. The forms required are: Application for Extended Sick Leave Benefit (D-1) and Physician's Report (D-3). (see attached forms, D-1 and D-3)
- l. An employee can obtain an Extended Sick Leave form and Physician's Report from the Director of Personnel or Business Administrator's office. The employee must have a physician fill out the form, providing all requested information.
- m. Completed forms must be returned to the Director of Personnel. A second medical opinion may be requested by the North Andover School Department. This physician shall be approved by the North Andover School Department.
- n. A copy of all appropriate forms filled out by members will be sent to the Union President and Director of Personnel. The Union President shall keep records on file for all members of the Sick Leave Bank to review.
- o. Special Request for sick leave time may be brought forward to the Sick Leave Bank Committee board members for review.
- p. Any sick leave bank committee member who is on the board and needs sick time cannot vote on his/her request. The association will have an alternate member fill in for that person. The alternate member will be appointed by the association for the length of the contract.
- q. Amendment to Part (L): if the number of employees in the association increases then the total maximum number of days allowed to be accumulated will increase by 12 for each employee added. Each new member must contribute 12 days to the sick leave pool.

#### **Section 6. Personal Days**

Each permanent employee shall be granted two (2) days of paid leave per year (non-cumulative) for the purposes of transacting or attending to imperative legal business, household or family matters, impossible to transact during non-work hours. This time will not be deducted from sick leave. In lieu of the two additional floating personal leave days

formerly in this Section 6 of the Agreement, a .67 vacation day shall be added yearly to each unit member's vacation day total.

Personal leave may be utilized for personal business that cannot be scheduled other than during normal school hours. Personal leave is not intended to extend a vacation or for recreational activities.

Custodial Association members who wish to use a personal day on the day before or the day after a holiday or school vacation must submit a written reason along with the Appendix C form to the Superintendent. The request must be submitted as soon as possible and not less than fourteen (14) days prior to the absence.

If an individual feels that the reason is so personal that he/she does not wish to put it in writing, he/she may contact the Superintendent directly to discuss the request.

If necessary, the Superintendent may request to meet with the employee and thereafter render a decision within forty-eight (48) hours following the meeting with the employee.

#### **Section 7. Retirement - Non-Teaching Employees**

- A.** In the event of a custodian's death while on active employment, any regular wages or unused vacation due will be paid to his estate.
- B.** Any full-time (12 month) school employee (excluding members of Units A and B), having attained the age of sixty (60) years or more and with a minimum of twenty (20) years in the North Andover School System, after submitting notice of intent to retire within three (3) years or less, will receive an additional \$1,000 per year until retirement. It is understood that :
1. The request and benefit will run concurrently with the fiscal year.
  2. The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause must be returned.
  3. The benefit will only be paid for a maximum period of three (3) years.
  4. This program became effective July 1, 1976.
- C.** Any member of the unit on the maximum salary step at the age of fifty-five (55) years, but who has not attained the age of sixty (60) years, and who has completed a minimum of twenty (20) years of service in the North Andover Public School System,

shall be eligible for a salary adjustment during his/her final year of service in the amount twenty-five hundred dollars (\$2,500.00), payable in weekly installments over said final year.

To be eligible for said benefit, the unit member must submit to the Superintendent of Schools, at least one year in advance, his/her written notice of intent to retire. In the event that said employee subsequently withdraws his/her notice of intent to retire, the acceptance of such withdrawal shall be conditioned upon the return of any monies paid under this section.

- D. Custodians will participate in County Retirement according to the rules as promulgated by the County Retirement Board. Provisional custodians will be eligible for inclusion in the retirement program after six (6) months of service.

**Section 8. Military Service - Temporary Active Duty**

A maximum of ten (10) days per year will be allowed for custodians called into temporary active duty of the U. S. Armed Forces Reserves or the National Guard. Every attempt will be made to fulfill duty obligations other than normal work days. Custodians will be required to submit a pay voucher and will be paid the difference between regular custodial pay and that received from the State or Federal Government. This time will not be deducted from Vacation.

**Section 9. Bereavement Leave**

In the event of a death of an immediate family member (spouse, child, parent of either spouse, brother, sister, or in-law; or person in the immediate household), the employee shall be entitled to bereavement leave of up to five days. Subject to the approval of the Superintendent, additional days of bereavement leave or days of bereavement leave for individuals not specifically enumerated herein, may be given. Additionally, three (3) bereavement days per school year may be taken for the death of a grandfather or grandmother.

**Section 10. Clothing**

All Custodial Association members are required to wear a uniform while at work. The uniform consists of a plain, navy blue, work shirt (red, white, black or blue). Sleeve length shall be as provided by the manufacturer and may be long or short sleeve. The work shirt and all clothing items noted below with an asterisk (\*), shall display an embroidered

school system emblem on the front (effective August 31, 2000). The school department will be billed for all embroidery work done on behalf of the custodians, for the purpose of complying with this uniform requirement. A solid colored “t” shirt may be worn during a normal workday if the custodian is assigned to a second shift; during school vacation periods and during the school summer vacation period. In addition, work style shorts may be worn at the discretion of Director of Custodians and Maintenance during the summer vacation period and on extremely warm spring and fall days. “Short-shorts”, dungaree or “cut-off” shorts are not to be worn.

- A. The School Department shall provide an annual clothing/cell phone stipend of seven hundred dollars (\$700) during each year of this Agreement to be paid in equal installments for each pay period. Custodians may purchase the following designated items. Custodians must also provide a personal cell phone number to the School District which the School District can use as the primary means of communication with the employee.

- |                                                            |                                                 |
|------------------------------------------------------------|-------------------------------------------------|
| 1. Boots                                                   | 10. Outdoor gloves                              |
| 2. Rubbers                                                 | 11. Work Gloves                                 |
| 3. Foul Weather or Rain Gear                               | 12. Thermal Underwear/Cold Weather Undergarment |
| * 4. Coverall                                              | 13. Thermal Socks or Socks                      |
| 5. Painting Overalls                                       | * 14. Outdoor Work Vest                         |
| 6. Work Boots                                              | **15. Outdoor Coat and Jacket                   |
| 7. Work Pants                                              | * 16. “T” Shirt with Pocket (Solid Color)       |
| * 8. Plain, Solid Color Work Shirts (long or short sleeve) | * 17. Sweatshirt (winter use) or Hoodie         |
| **9. Headgear                                              | 18. Work Shoe                                   |
|                                                            | 19. Shorts/Long Athletic Shorts)                |

(\*) Must have school system emblem embroidered on the front. Items identified with a double asterisk (\*\*) - school system emblem must be applied to at least one of the items noted.

Note: Silk screening may be used in lieu of embroidery if recommended by vendor.

A new custodian must purchase items one, two, three and four with his/her first year’s clothing allowance. These items are essential for start-up. Safety goggles and back support belt shall be made available by the School Department.

### **Section 11. Health Insurance**

Matters involving employer provider health insurance are governed by the provisions of the existing Memorandum of Agreement between the Town of North Andover and the Public Employee Committee dated January 1, 2013 to June 30, 2019.

**ARTICLE THIRTEEN**

**MISCELLANEOUS PROVISIONS**

**Section 1. Job Performance**

- A. Quality of work must meet normal standards of cleanliness.
- B. All custodians and maintenance personnel, covered by this agreement, shall receive an annual performance evaluation. Using the evaluation tool shown in Appendix C, said evaluation shall be conducted by the person immediately responsible for the employee (in most cases, the school principal) with input received from the Director of Custodians and Maintenance. The evaluation process shall, to the maximum extent possible, evaluate the job performance of each such employee on the basis of objective criteria. The results of such evaluations may be utilized by the department or the appointing authority in future personnel determinations.
- C. No derogatory or evaluative material originating after original employment shall be placed in a custodial/maintenance person's personnel file, unless the employee has had an opportunity to review the material. The Association member may submit a written notation stating his/her views regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material contained therein.

**D. Employee Assistance Program**

The parties agree to utilize the Employee Assistance Program in effect without detracting from the existing rights and obligations of the parties recognized in other provisions of this agreement.

The Association and the Committee agree to cooperate in encouraging employees to seek assistance for problems, including but not limited to alcoholism and drug abuse.

**E. Drug Free Workplace Policy Statement**

The parties agree to the Policy Statement ratified on (10/06/97) by the Association and (10/14/97) by the Committee concerning the commitment to a drug-free workplace. (Attached as Appendix F)

- F. Leaving work without prior permission before official quitting time is a serious offense.
  
- G. In the case of any oral or written complaint or criticism received by the Administration, the employee will be promptly notified of the complaint, the source of the complaint, if agreed by complainant, and the disposition of the complaint and will be provided with a copy of any complaint made in writing.

**Section 2. School Property**

- A. Custodians will not use school equipment, other than that which is required to execute their job, without the prior consent of the Principal.
- B. Whenever custodians wish to use school property for meetings or other custodial activity, written application must be made to the Assistant Superintendent for Finance and Operations.

**Section 3. Association Activity**

- A. The Association will be allowed to conduct business on school property with prior approval from the Building Administration or his/her designee. Members participating in business discussions that take place during working hours, will be allowed only to do so after it has been approved by the Building Administrator.

**Section 4. "No School" Days**

All custodians will report for the day shift on school vacations and "no school" days unless otherwise directed by the Director of Custodians and Maintenance.

**Section 5. Personnel Records**

- A. No materials shall be placed in the personnel file of an employee without his or her prior knowledge and written notification.
- B. Personnel files shall be jointly reviewed every two years by representatives designated in writing by the Association and the Administration for the purpose of removing warnings or reprimands which have since been resolved. Prior to any such removal, both parties must mutually agree to same.

**Section 6. Telephone Numbers**

Each custodian shall provide his/her supervisor with his/her home telephone number or a number at which he/she can be reached for work purposes. That number(s) shall be given

to the Assistant Superintendent Finance and Operations and the Director of Custodians and Maintenance.

**Section 7.**

The parties agree that the two (2) maintenance positions are to be upgraded. The parties will meet to negotiate a new job description for the positions.

**Section 8.**

The parties agree to negotiate an Attendance Policy, which when ratified by the parties will become Appendix G.

**ARTICLE FOURTEEN**

**DISCIPLINE**

**Section 1. Just Cause**

No employee may be disciplined without just cause.

**Section 2. Progressive Discipline**

Any discipline rendered under this Contract shall be undertaken in accordance with the principles of progressive discipline.

**ARTICLE FIFTEEN**

**COMPENSATION**

**Section 1. Step Increase**

A. A custodian shall receive the increment between his present rate and the next higher step rate as follows:

1. After completion of one (1) year at the minimum or entrance rate.
2. Thereafter, one (1) year from the date of his previous increase until he attains the maximum rate of the range of the compensation grade to which his position class is assigned.

Effective July 1, 2012 employees at Step 5 as of July 1, 2012 will be removed from the current Salary Schedule and placed on the Salary Schedule labeled "Salary Schedule B." (Appendix A) All other employees will remain on the Salary Schedule labeled "Salary Schedule A" (Appendix A) and will not advance past Step 5.

**Section 2. Salary Schedule**

**A. Building Custodian**

The salary schedule is attached hereto and made a part hereof, being Appendix A of this Agreement.

**B. Senior Building Custodian**

Administration shall be responsible for determining the need for and placement of Senior Building Custodians. Such a determination to create or eliminate this position of responsibility shall not be subject to challenge. The selection process shall be in accordance with the applicable section(s) of Article Eleven. However, if said Senior Building Custodial position is eliminated, the Senior Custodian shall be entitled to bumping rights, if, said custodian previously held a custodial position within the school district. A wage differential of 15 percent will be paid to the appointed individual.

**C. Maintenance Custodian**

To be appointed by the School Committee. A wage differential of 15 percent will be paid to the Maintenance Custodian.

**D. Lead Man**

The Lead Man position, is defined as the senior day custodian at each elementary, where more than one permanent custodian is assigned. The Lead Man will be responsible for directing all custodial work during the following time periods: summer vacation, Christmas vacation, February and April vacation. The Lead Man will receive a differential of 5% during the above mentioned vacation periods only.

**Section 3. Association Dues (Agency Service Fee)**

Effective July 1, 1997, custodians covered by this agreement shall on the prescribed form, authorize payroll deductions (if not paid in advance) for the purpose of paying an Agency Service Fee.

The School Committee acknowledges that as a condition of employment, each association member shall pay an Agency Service Fee (prorated for less than full time). The fee shall be set pursuant to law and the regulations of the State Labor Relations Commission. An association member who fails to comply with this condition shall be subject to immediate dismissal subject to M. G. L. Chapter 71, Section 42.

Dues shall be deducted monthly (if not paid in advance) in accordance with M. G. L.

Chapter 180, Section 17G. Said funds shall be remitted to the Treasurer of the Association.

**Section 4. Tuition Reimbursement**

The tuition for any course taken by a custodian at the request of the Administration will be paid by the School Department.

**Section 5. Extra Pay**

Effective on the date of the signing of this agreement, employees who work in a higher job classification for five (5) consecutive days will be paid the rate of pay for that position for any subsequent consecutive days worked. Also effective on the date of the signing of this agreement, employees will receive double pay for covering events held on Christmas Day and New Year's Day.

School Administration and Union Leadership will meet annually to review and discuss the need for Elementary School Lead Custodians.

**ARTICLE SIXTEEN**

**DURATION**

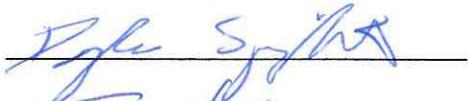
The Agreement will remain in effect from July 1, 2015 to June 30, 2018.

In the event a new contract is not signed by June 30, 2018, this contract shall continue in full force and effect until a new one is signed.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

**NORTH ANDOVER  
CUSTODIAL ASSOCIATION**

**NORTH ANDOVER  
SCHOOL COMMITTEE**

  
\_\_\_\_\_  
  
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**APPENDIX A – SALARY SCHEDULE**

**NORTH ANDOVER CUSTODIAL SALARY SCHEDULE A - 1**  
**July 1, 2015 - June 30, 2018**

**2015 - 2016**

Step	Hourly	Weekly	Annually
1	15.05	602.00	31,304.00
2	16.10	644.00	33,488.00
3	17.05	682.00	35,464.00
4	18.05	722.00	37,544.00
5	19.03	761.20	39,582.40

**2016 - 2017**

Step	Hourly	Weekly	Annually
1	15.35	614.00	31,928.00
2	16.42	656.80	34,153.60
3	17.39	695.60	36,171.20
4	18.41	736.40	38,292.80
5	19.41	776.40	40,372.80

**2017 - 2018**

Step	Hourly	Weekly	Annually
1	15.66	626.40	32,572.80
2	16.75	670.00	34,840.00
3	17.74	709.60	36,899.20
4	18.78	751.20	39,062.40
5	19.80	792.00	41,184.00

**NORTH ANDOVER CUSTODIAL SALARY SCHEDULE A - 2**

**For Employees at Step 5 as of July 1, 2012**

Effective	Hourly	Weekly	Annually
7/1/2014	20.40	815.91	42,427.31
Effective	Hourly	Weekly	Annually
7-1-2015	20.80	832.00	43,212.00
7-1-2016	21.22	848.80	44,096.00
7-1-2017	21.65	866.00	45,032.00

**APPENDIX B**

**REQUEST FOR PERSONAL LEAVE**

Pursuant to Article \_\_\_\_ of the Agreement, I request a personal leave day on

Date: \_\_\_\_\_

The purpose of personal leave is to attend personal business that cannot be scheduled other than during normal school hours. Personal leave is not intended to extend a vacation or for recreational activities.

Signature of Custodian \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX C**

**NORTH ANDOVER PUBLIC SCHOOLS**

**INDIVIDUAL EVALUATION OF CUSTODIAN**

**Custodian:** \_\_\_\_\_  
**Last**
**First**
**School**

Procedure to be followed: For each area of concern, please check under the appropriate heading.

	Superior	Acceptable	Needs Improvement	Unacceptable
Attendance/Punctuality				
Reliability				
Demonstrates good judgment				
Cooperative				
Shows Initiative				
Follows through with assigned tasks				
Adapts to varying situations				
Accepts constructive criticism				
Sensitive to needs of the building				
Ability to operate appropriate equipment and apparatus				
Quantity of work				
Quality of work				
Interrelationship with students and staff				

**APPENDIX C (page 2)**

Additional Comments: (If there is a check under "Unacceptable" or Needs Improvement", a comment is required from the Principal.)

Commendations:

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Suggestions for continued growth:

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The Custodian's work is: \_\_\_ Satisfactory \_\_\_ Unsatisfactory \_\_\_ Needs Improvement

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Comments by Custodian:

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Signature Custodian: \_\_\_\_\_ Date: \_\_\_\_\_

The signature signifies only that the Custodian has read this evaluation.

**APPENDIX D**

**THE SEVEN STANDARDS OF JUST CAUSE**

The parties agree to use the following standards to determine if the employer's actions meet a just cause standard:

- (1) Was the employee informed of management's rules and expectations?
- (2) Were management's rules and expectations reasonable?
- (3) Was adverse action necessary to maintain orderly, efficient procedures in the organization?
- (4) Was the employee's infraction investigated and were the procedures used fair?
- (5) Has management administered its rules equitably?
- (6) Was the employee given an opportunity to improve his or her conduct?
- (7) Was the imposed penalty reasonable?

**APPENDIX E****OVERTIME GUIDELINES**

1. For the purposes of overtime the term “custodian” will refer to both custodian and maintenance employees but the term “maintenance” only refers to maintenance employees.
2. All overtime worked at the custodian’s home base building or at another building will be chargeable overtime. Calls that are not chargeable are: American Alarm, 911, police and fire calls.
3. The custodian who does not report overtime hours back to his/her home base building  
Within forty-eight (48) hours shall be penalized two (2) turns in the overtime rotation list at his/her base building or any other building.
4. Weekend overtime not wanted by a custodian in his/her base building will be offered to other custodians/maintenance in this rotation: 1- ECC, 2 – Kittredge School , 3 – Thompson School, 4 – Franklin School, 5 – Maintenance.
5. If overtime is not accepted by any custodian from the home base building, then it will be offered to a custodian /maintenance at Kittredge, Thompson, Franklin, Atkinson, and Sargent.
6. Once a custodian accepts a job s/he is charges with those hours. If that person decided not to work that job, it then becomes that person’s responsibility to find a replacement. All home based employees should be asked first and if necessary custodians outside the home base should be asked, following the correct rotation. All overtime is chargeable with the exception of: American Alarm, 911, police and fire calls.
7. Once a custodian leaves his/her normal shift and is called back, that overtime is still chargeable. There is no more emergency overtime. All other types of overtime such as, building checks, maintenance, snowplowing / snow removal, lawn, building checks, etc. are chargeable to the employee’s home base school.
8. If a custodian or maintenance person is going on vacation, s/he must give a three (3) day written notice in advance if the overtime falls on his/her rotation. If s/he does not provide notice, s/he will be charged for any overtime opportunities s/he missed.

9. When custodian / maintenance employee is asked to work overtime, s/he has thirty (30) minutes to respond. If the person does not respond in the proper time frame, s/he will be charged with a refusal. The next person on the rotating list will be asked to work.
10. If a custodian / maintenance employee is unable to perform scheduled overtime after accepting the assignment because of an illness, then that person is responsible for finding a replacement for the job. The original person who accepted the job will not be charged for the hours worked. Only the person who fills in will be charged the hours.
11. Maintenance employees will be the first asked for all maintenance overtime opportunities and all overtime hours are chargeable to the employee system-wide. Also, maintenance employees have forty-eight (48) hours to report all overtime system-wide. (Refer to #3 of these guidelines.)
12. When overtime is cancelled and rescheduled, that overtime will go back into the pool and no hours will be charged to anyone.
13. Painting Overtime: All personnel must work a minimum of four (4) hours per shift. This will be required in order to minimize the cost of each painting shift. All personnel must demonstrate that s/he can paint in an orderly fashion to qualify. The Director of Custodians and Maintenance will circulate a qualifying list in all buildings. If painting goes system-wide, it will be offered to all custodians who qualify on a rotating basis.
14. All overtime required because of Town or State Elections when held either at the high school or the middle school will require one (1) custodian from that particular school with one (1) custodian from each of the following schools: Kittredge, Thompson, Franklin, Atkinson and Sargent. The custodian should be able to work both days of the event (set-up and break down). If the custodian cannot work both days of the event, then two (2) custodians may split the event, each of them working one (1) day each. In the event a custodian from one of the five (5) elementary schools cannot work, then an additional custodian from the middle school or the high school will be asked. Set-up time will be no earlier than 3:30 – 4:00 pm the day before the event.
15. A custodian is allowed to work overtime while on vacation, but s/he must notify the custodial supervisor that s/he wants to be informed of overtime opportunities while on vacation. If a custodian decides to work overtime while on vacation, all overtime

guidelines apply and the person will be paid his/her vacation hours and regular time for any hours worked less than forty (40) hours a week.

16. If a custodian accepts and then needs to refuse an overtime assignment and the last custodian / maintenance person on the overtime rotation list is asked to work but refuses, then that person who was originally assigned to work the event is responsible to work to find a replacement, and hours are chargeable.
17. When a custodian fills in for snowplowing, s/he will be paid at the maintenance pay rate. To qualify the employee must have snow plowing experience and the rotation will go by seniority.
18. When a function from a custodian's home base school is held at another school and two (2) or more custodians are needed, then one (1) person from each school will be asked to work the event.
19. For the purposes of snow clearing while school is in session, the Director of Custodians and Maintenance will determine when to call in the night personnel.
20. For scheduled events the custodian will start at one half hour before the scheduled starting time of the event per the contract.
21. If a custodian/maintenance person is out for thirty (30) or more consecutive work days for the use of or any combination of the use of personal sick leave and/or sick leave provided by the sick leave bank and/or Worker's Compensation days and/or involuntary unpaid sick leave, then upon his/her return to service the custodian/maintenance person is to be placed in the rotation on the overtime list at the top hours on the list in their school building. Maintenance Persons are to be on weekend overtime that is not taken by the custodians in their school buildings. Refer to Guideline #4 above.

**APPENDIX F****DRUG AND ALCOHOL USE**

In accordance with the provisions of the Drug Free Workplace Act of 1988 (United States Code, Title 41, Chapter 10), it is the district's desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Individuals under the influence of drugs or alcohol in the workplace pose serious safety and health risks, not only to themselves, but also to all those who surround or come into contact with them.

While conducting business-related activities, on or off building premises, no employee may use, possess, manufacture, distribute, dispense, sell, or be under the influence of alcohol, illegal drugs, or controlled substances. The legal use of prescribed drugs is permitted on the job only if it is pursuant to the instructions of a licensed medical care practitioner, it does not impair an employee's ability to perform the essential functions of the job safely and effectively, and it does not endanger other individuals in the workplace. This policy extends to instances and places where employees are in a position to be regarded or identified as representing the district, such as traveling on business or participating in community, organizational or professional meetings and affairs. Employees using prescription medication that may impair their ability to safely perform their jobs should contact their supervisor to discuss the issue of reasonable accommodation.

In accordance with the Drug Free Workplace Act, an employee must, as a condition of continued employment, notify their supervisor or department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

It is a requirement of the federal act that, upon receipt of notice of conviction of a drug statute violation committed in the workplace, the district must notify any federal agency providing funding through a grant. The district must give such notice within ten (10) days, and within thirty (30) days of receiving such notification either take appropriate personnel action against the employee, up to and including termination of employment or mandated participation in an approved drug abuse assistance or rehabilitation program. Personnel action against the employee convicted of a criminal drug statute violation committed in the workplace will depend on the nature of the violation, the sentence imposed (e.g. confinement, etc.) and employee work history. The employee's failure to notify the district of such a criminal drug statute conviction committed in the workplace within five (5) days, as required, will be subject to sanctions.

**APPENDIX G**  
**ATTENDANCE POLICY**

**Memorandum of Agreement**  
**Between the**  
**North Andover Custodial Association**  
**And the**  
**North Andover School Committee**

In preparing the newly negotiated 2015 -2018 collective bargaining agreement for integration of the changes the parties identified four (4) errata. The four (4) non-substantive changes are as follows:

**ARTICLE TWELVE – PAYMENT PLAN AND FRINGE BENEFITS**

**Section 2. Paid Holidays**

Change Section 2.A. to read: – (\*) Christmas Eve Day (December 24) and New Year’s Eve Day (December 31) – All ~~custodial-association~~ unit members will work ~~from~~ their holiday schedule: ~~starting time to 12:30 p.m.~~ **7:00 AM – 12:30 PM. for the day shift and 12:00 PM to 6:30 PM for the evening shift.**

**Section 3. Vacation**

A. Vacations, with pay, shall be earned by full-time employees (prorated for part time employees) with continuous service according to the following schedule:

Up to five (5) years of service, employees will earn five-sixths of a day vacation for each full month of service **plus an additional .67 of a vacation day.**

After the employee’s fifth anniversary, he/she will be credited with fifteen (15) vacation days **plus an additional .67 of a vacation day** effective each July first.

After the employee’s tenth anniversary, he/she will be credited with twenty (20) vacation days **plus an additional .67 of a vacation day** effective each July first.

After twenty (20) years of service, an additional four (4) days of annual leave (total – **24.67** days) will be given to each qualifying employee.

**ARTICLE FIFTEEN – COMPENSATION**

**Section 2. Salary Schedule**

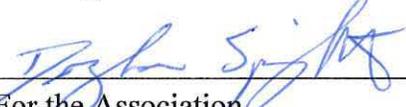
**D. Lead Man**

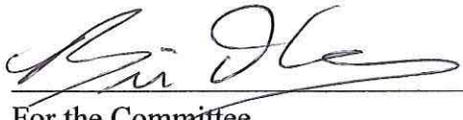
The Lead Man position, a year-round position, is defined as the senior day custodian at each elementary, where more than one permanent custodian is assigned. The Lead Man

will be responsible for directing all custodial work during the following time periods: summer vacation, Christmas vacation, February and April vacation. The Lead Man will receive a differential of five per cent (5% ) during the above mentioned vacation periods only.

**APPENDIX C - Overtime Guidelines**

- 4. Weekend overtime not wanted by a custodian in his/her base building will be offered to other custodians/maintenance in this rotation: ~~1—ECC, 2—Thompson School, 3—Franklin School, 4—Maintenance.~~ 1. ECC, 2. -Kittredge School, 3.- Thompson School, 4.- Franklin School, 5.- Maintenance.
- 21. If a custodian/maintenance person is out for thirty (30) or more consecutive work days for the use of or any combination of the use of personal sick leave and/or sick leave provided by the sick leave bank and/or Worker's Compensation days and/or involuntary unpaid sick leave, then upon his/her return to service the custodian/maintenance person is to be placed in the rotation on the overtime list at the top ~~position~~ hours on the list in their school building. Maintenance Persons are to be on weekend overtime that is not taken by the custodians in their school buildings. Refer to Guideline #4 above.

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
For the Committee

3/8/16  
\_\_\_\_\_  
Date

3/7/16  
\_\_\_\_\_  
Date