

AGREEMENT  
BETWEEN THE  
SCHOOL COMMITTEE AND THE BOARD OF SELECTMEN  
OF  
THE TOWN OF NATICK, MASSACHUSETTS  
AND  
MASSACHUSETTS LABORERS' DISTRICT COUNCIL  
ON BEHALF OF  
MAINTENANCE AND CUSTODIANS LOCAL #1116  
OF THE  
LABORERS' INTERNATIONAL UNION, AFL-CIO  
COVERING  
FACILITY MANAGEMENT EMPLOYEES  
IN THE TOWN OF NATICK

JULY 1, 2012 through JUNE 30, 2015

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## AGREEMENT

Agreement dated July 1, 2012 through June 30, 2015, between the School Committee and the Board of Selectmen of the Town of Natick, Massachusetts (hereinafter referred to as the employer) and Maintenance and Custodians Local #1116 of the Laborers' International Union, AFL-CIO (hereinafter referred to as the Union):

### ARTICLE I - EXCLUSIVE RECOGNITION

Section 1: In recognition of the fact that a majority of the employees in the unit described below have selected the Union as exclusive bargaining representative and that a Certification has been issued to this effect, the Town hereby recognizes the Union as the exclusive bargaining representative of employees in the following unit:

All regular appointed maintenance employees and custodians employed by the Town of Natick, excluding all other Town, School and all other Public Works employees not herein described.

#### Section 2: Participation in Union

The Town will advise the Union in writing of the name, address and classification of each new employee. The Town recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

#### Section 3: Nondiscrimination

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of age, race, color, creed, sex or national origin.

### ARTICLE II - RIGHTS OF MANAGEMENT

Section 1: It is agreed that management officials of the Natick Public Schools retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the school system, to establish their hours of work, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work, or for any other legitimate reason, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the school department in situations of emergency. The Town has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement. It is acknowledged that these rights are vested exclusively in the Town, so long as the exercise of these rights does not conflict with any term or condition of this Agreement.

Section 2: For purposes of this Agreement, the term Management Officials includes members of the Natick School Committee, Board of Selectmen, Superintendent of Schools, and Town Administrator.

### ARTICLE III - UNION ACTIVITIES

Section 1: The Union Steward will conduct union business during non-working hours whenever feasible. The building principal shall be given adequate advance notice by the Union Steward of his/her intent to engage in such business so that the work schedule may be arranged accordingly.

Section 2: There shall be no solicitation of employees for Union membership or dues conducted on school property during working hours, by the Union, its representatives, or by employees.

Section 3: Union meetings are not to be conducted in Town buildings unless prior arrangements are made with the Director of Facility Services, in accordance with established non-school use policies, and no charge therefore will be made.

Section 4: No unauthorized Union activities will be carried on during working hours that will interfere with the normal operations of the Town.

Union members are permitted to attend union meetings on their lunch hour as long as any regularly scheduled work time spent at such a meeting is made up the same day.

There will be no deduction of pay from grievants and/or Union Officers or Stewards when engaged in joint meetings with management during working hours.

Section 5: The Union shall furnish the Facilities Management Board with a written list of its local officers and shop stewards, and shall, as soon as possible, notify them in writing of any changes therein.

Only those Officers and Stewards shall be recognized by the Town for purposes of joint meetings, except that, at the Union's discretion, the Union may be represented by an International Officer and/or counsel.

Section 6: The Union is authorized to use the mail distribution system for distribution to its members of notices of Union meetings, elections and information relating to the Union's social and recreational activities. The Town shall not be responsible for delays in delivery of such material, and this authorization for the Union to use the mail system shall be permitted only so long as no cost for such use is incurred by the Town.

Section 7: No more than two (2) union officers shall be allowed time off with pay for not more than five days every five years to attend the Laborers International Union of North America convention, provided that, within two months of their return, they appear before the School Committee to share information gained that might benefit the Town.

No more than two people may be given up to three days each, per year, to attend work-related seminars run by the LIUNA, with the approval of the employee's supervisor.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

Section 1: The purpose of this procedure is to produce a prompt and equitable solution of any grievances at the lowest organizational level as possible. The Town and the Union desire that such procedures shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

Section 2: A grievance is defined as a complaint between the employee and the Town that there has

been a violation, misinterpretation or inequitable application of any or all provisions of this agreement. As used in this article, the term "employee" shall also mean a group of employees having the same grievance.

Section 3: Adjustment of a Grievance - The grievance shall be presented and adjusted in the following manner:

- (a) Informal Procedure - The aggrieved employee will discuss the matter with his/her immediate supervisor\*. If the employee so chooses, he/she may request the assistance of his/her representative. If, in the estimation of the employee, the grievance has not been resolved within five (5) days after the presentation under this informal procedure, he/she may then utilize the formal procedure. A verification of the fact, time and date of the informal procedure will be signed by the immediate supervisor and attached to any written submission under Step 1.

\*For purposes of this section, immediate supervisor for maintenance employees is the Director of Facility Management and the immediate supervisor for custodians is the building principal and the Director of Facility Management.

- (b) Formal Procedure - Only grievances which had their origin within ten (10) working days of the filing under Step 1 may be processed:

STEP 1 Immediate Supervisor - Using the prescribed form, the employee shall submit the grievance in writing to his/her immediate supervisor. For purposes of this article, the immediate supervisor of a custodian shall be the Principal of the building (or in his/her absence, the Vice Principal) to which the employee is regularly assigned. The immediate supervisor for the maintenance employees will be the Director of Facility Management. For employees who work in more than one building, The Director of Facility Management is the immediate supervisor, but will solicit input from the buildings principal(s) when appropriate.

The written submission shall set forth the nature of the grievance, the article violated, the date of the event complained of, and the remedy sought. The formal grievance must be filed within ten (10) days of the incident and the immediate supervisor must issue a written determination within five (5) working days of receiving the written complaint.

STEP 2 – Director of Facility Management– If the grievance has not been settled at Step 1, the union may submit the written grievance to the Director of Facility Management within five (5) working days of the conclusion of Step 1. The matter will be investigated by the Director or his/her designee who will make a written disposition of the grievance within ten (10) working days from receipt by the Director.

STEP 3 Mediation - If the grievance has not been settled at Step 2, the union may proceed to mediation, facilitated by the Director of Personnel for the Town. Union representatives will meet with the Director of Personnel to explain the issue. The Director of Personnel will then hold informal discussions with all involved parties at all levels, up to and including the Director of Facility Management in an attempt to resolve the situation before continuing with the formal grievance process. If no acceptable resolution can be reached within ten working days of receipt

by the Director of Personnel, the written request for mediation, the grievance may be filed at Step 4.

**STEP 4 Superintendent of Schools/Town Administrator** - If the grievance has not been settled at the preceding steps, the employee may file it in writing with the Office of the Superintendent of Schools or the Town Administrator within five (5) working days of the conclusion of Step 3. The matter will be investigated by the Superintendent or Town Administrator or his/her designee who will make a written disposition of the grievance within ten (10) working days from its filing with the Office of the Superintendent or the Town Administrator.

Section 4: Arbitration - If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of under Step 4 of the grievance procedure to the satisfaction of the member and the Union, the Union may, not later than ten (10) working days next following the answer under Step 4 initiate arbitration of the grievance under the rules then obtaining of the American Arbitration Association. The arbitration shall proceed under such rules except that the parties may, if they can, mutually designate the Arbitrator.

The Arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Contract. The Arbitrator's award, if within his/her jurisdiction, and consistent with the provisions of this Agreement, shall be final and binding on both parties.

The fees of the American Arbitration Association and of the Arbitrator and the conduct of the hearing shall be shared equally by the parties but each party shall bear its own expenses for the presentation of its case. The parties by mutual agreement may elect to submit more than one grievance to the same arbitrator.

Section 5: Failure of an employee to appeal a grievance to the next step within the time limits specified shall mean that the grievance is settled on the basis of the answer given at the previous step. Failure of the Committee or its agent to answer a grievance in accordance with the time limits specified shall mean that the employee may proceed immediately to the next step.

#### **ARTICLE V - SENIORITY, VACANCIES, LAYOFF AND RECALL**

Section 1: Seniority - Seniority means length of continuous employment by the Town of Natick in a position covered by the previous school custodian Agreement or the Town DPW Agreement. An employee will acquire seniority after completing a six-month probationary period, and his/her seniority shall then date from the beginning of this employment. An employee transferred to a position outside the bargaining unit will retain his/her seniority but will not accumulate additional seniority during the period he/she occupies a position outside the unit. A feedback opportunity will be provided for new employees after three months and after six months of employment from their building principal (or Director of Facility Management if assigned to more than one building) and an informal feedback sheet from the head custodians (for custodians only).

Section 2: Vacancies - Vacancies in classifications covered by this Agreement will be posted for five (5) working days. Every effort will be made to fill positions in a timely manner. Employees who desire said position shall so notify the Director of Facility Services within five (5) days.

Lateral transfers shall be limited to one every six months, except when such transfer would result in a change of shift or when waived by the Director of Facility Services. The position shall be filled in a timely manner.

(a) Subject to equality of qualifications, preference shall be given to applicants in accordance with their seniority for the position within their category. The separate categories in this unit are;

1. School Building Custodians (SBC's)
2. Maintenance Personnel
3. Town Building Custodians (TBC's)

(b) If there are no qualified applicants for the position from within the category, the position may be filled by another bargaining unit employee, or by new employees.

(c) For the purpose of this section, "qualified for the position" shall mean having sufficient experience or training to be able to perform the duties of the position. The determination of qualifications for the position shall be made solely by Management and shall be subject to the grievance and arbitration provisions herein. Said determination shall be subject to an arbitrary, capricious or good faith standard.

(d) A current employee, appointed to the promotional positions of Junior Custodian II, Senior Custodian I, Senior Custodian II, Assistant Senior Custodian and Senior Custodian III will be appointed for a one (1) year probationary period. A monthly probation report will be made by the employee's supervisor and a copy shall be furnished to the employee.

If, during the probationary period, the Town removes the employee from such promotional position, for alleged lack of progress in said position, then the employee will be returned to the salary status held prior to the probationary appointment and be placed in an open position.

Employees whose performance during the probationary period is satisfactory will be permanently appointed.

(e) Employees in the Maintenance II category may be promoted to Maintenance III after a minimum of one (1) year of satisfactory performance.

### Section 3: Reduction in Force

(a) It is agreed that the bargaining unit consists of two (2) separate categories displayed in descending rank order as shown below:

#### Custodians

1

Senior Custodian III  
Senior Custodian II  
Assistant Senior Custodian  
Senior Custodian I

Junior Custodian II  
Floater  
Junior Custodian I

#### Maintenance

2

Maintenance III  
Maintenance Foreman  
Maintenance II

- (b) If a reduction in the number of personnel in a given classification within any of the above two (2) categories is required, the most junior employees in that classification shall be subject to layoff. The employee thus affected may "bump" the least senior person in any equal or lower rated classification within the applicable job category provided he/she has the ability to perform the duties of the classification. This "bumping" procedure will continue through the classification of *Junior Custodian I* in the Custodian category and *Maintenance II* in the Maintenance categories. For purposes of "bumping" in descending order within these categories, seniority will be measured by the combined length of service in classifications within said category. Similarly, an employee who has been downgraded or laid off as a result of a reduction in force shall be recalled to his/her former classification in accordance with his/her seniority. Ties in overall category seniority will be broken by length of service in the particular classification in which a reduction in the number of personnel is required.

Before the classifications of *Junior Custodian I* and *Maintenance II* are reached, there will be no "bumping" between categories. In the *Junior Custodian I* or *Maintenance II* classification, a *Junior Custodian I* with more seniority than a *Maintenance II* in the Maintenance categories can "bump" into that classification in those categories provided he/she has the qualification to perform the duties of that classification. Similarly, a *Maintenance II* in the Maintenance category may exercise his/her seniority by "bumping" into the *Junior Custodian I* classification provided he/she has the qualification to perform the duties of the classification. "Qualification to perform the duties of that classification" shall mean having sufficient experience or training to be able to perform the duties of the position. The determination of qualifications for the position shall mean having sufficient experience or training to be able to perform the duties of the position. The determination of qualifications for the position shall be made solely by Management and shall be subject to the grievance and arbitration provisions herein. There will be no upward "bumping" within the categories.

Section 4: Continuity of Service - For purposes of this Article, the length of service of any employee shall be broken and no prior period or periods of employment with the Town shall be counted if such employee:

- (a) Quits his/her employment; or
- (b) is discharged for cause; or
- (c) is absent from work for three (3) or more consecutive working days without reasonable cause, and fails promptly to respond to a notice to report for work at the time specified by the Town; or
- (d) is laid off and not recalled for work for within twelve (12) months of the layoff.

If an employee shall be unable to work because of sickness or bodily injury and shall present to the Town satisfactory proof of the facts to that effect, then his/her length of continuous service shall not be broken but the excess of his/her period of absence over six (6) months shall not be included as a part of the length of service; provided, however, that an employee who shall be injured while on duty shall accumulate credit for continuous service until the termination of the period for which Workers's Compensation shall be payable to him/her.

Section 5: In the event of a prolonged absence from his/her position because of illness or disability, the employee's job will be held open according to the provisions of Massachusetts General Laws,

Chapter 149, Section 105D (up to eight weeks after three months of employment) and the Family Medical Leave Act (FMLA) (up to twelve weeks after twelve months of employment) up to the limitation of his/her accumulated sick leave or twelve (12) calendar months, whichever comes first. At that time, the employee will be placed on the status of "Forced Leave of Absence." When the employee is declared fit to return to work, he/she will be assigned to the first available opening and after 30 days will be granted the seniority that he/she had accumulated in his/her previous classification.

Section 6: Seniority List - When requested by the Union, the Town shall furnish to the Union, annually during the month of October, a list showing the length of service and the accumulation of sick leave of each employee covered by this Agreement.

#### ARTICLE VI - EXTRAORDINARY TRANSFERS

Section 1: Employees may request a transfer either in a so-called lateral manner to any position within the bargaining unit (*e.g. from a particular classification in one school to the same or similar classification in another school*) or a transfer to any lower-rated position within the bargaining unit for extraordinary reasons only (such as personal physical handicap or serious illness in their immediate family), and subject to the conditions set forth in succeeding sections of this article.

Section 2: Requirements - All requests for a transfer described above in *Section 1* shall be in writing and forwarded by the employee to the Director of Facility Services and to the Union. This written request shall contain the specific reason therefore. The employee shall furnish all supporting medical reports requested by the Director Fiscal and Management Services and, if requested by the Director of Facility Services, the employee or member of his/her immediate family who is claimed to be seriously ill, shall submit to a physical examination by a physician selected and paid for by the Town.

Section 3: Eligibility - In order to qualify for consideration for an extraordinary transfer pursuant to this Article, an employee must have worked in the position from which he/she seeks to be transferred for at least a period of twelve (12) consecutive months immediately preceding the transfer request. If an employee is transferred pursuant to this Article, he/she shall be ineligible to apply or be considered for any other such extraordinary transfer until he/she has worked at least two (2) consecutive years in the position into which he/she was transferred.

Section 4: Evaluation of Requests - Upon receipt of a request for an extraordinary transfer pursuant to this Article, the Director of Facility Services, together with any other management, administrative official, or Union official, shall evaluate the request in light of the operational requirements of the Town, giving due consideration to the needs expressed by the employee concerned. If it is determined by the Director of Facility Services that the requested transfer will be for the mutual benefit of the Town and the employee, it will be effectuated at the earliest possible time. If, however, it is concluded no such mutual benefit will be derived from the requested transfer, then the transfer will be denied. The employee involved will be informed of the decision on his/her request as soon as possible after it is received. No extraordinary transfers will be made, except into available vacant positions.

**ARTICLE VII – COMPENSATION**

**Section 1: Salary Schedule :** The salary schedule will provide a 1% across the board increase effective July 1, 2012. The salary schedule will provide a 2% across the board increase effective July 1, 2013 and a 2% across the board increase effective July 1, 2014 (See attached salary scale)

Note: Rodney Spinazola and Jeff Carter will receive the same cost of living raises as other Association members (1%, 2%, 2%) even though the resulting pay exceeds Grade 8 above.

Effective on July 1, 2010, the position of Working Foreman for the Maintenance Department will be added to the salary schedule, to be paid 4% above Maintenance III. The position will be created as of the date of School Committee ratification (November 15, 2010), and the successful applicant will receive the stipend as of their official starting date in the position.

All members of the bargaining unit shall go to bi- weekly pay and a direct deposit system effective January 1, 2013. Time clocks are to be implemented where required.

NOTE: Senior Custodian I TBC's who are at top step as of 6/30/12 will be paid at their then current hourly rate until a new rate is negotiated by the parties as part of a successor agreement.

**Section 2: Classification**

Junior Custodian II	Assistant custodians and floater at all schools except Johnson.
Junior Custodian I	All other assistant custodians including Truck Driver
Senior Custodian I	Head custodian of two, three or four person schools and Town Building Custodians
Senior Custodian II	Head Custodian at Wilson Middle School
Senior Custodian III	Head custodian at the High School effective July 1, 2012 shall be paid \$1.00 more per hour.
Assistant Senior Custodian	Assistant to Head Custodian - High School; Night working supervisor, High School
Maintenance II	Semi-skilled
Maintenance Foreman	Semi-skilled supervisor
Maintenance III	Senior skilled

- (a) The parties have agreed to the placement of individual employees on this schedule.
- (b) Any new employees, in order to be eligible for an increment on July 1, will not be considered until they have worked at least six (6) months from the date of appointment, however, a new employee hired between January 1 and March 30 of any school year may be eligible to receive a July 1 step increase if approved by the building administrator and

the Director of Facility Management.

- (c) When an employee is promoted, he/she shall enter the new position at the same step as held in his/her present position. He/she may receive an additional one step increase at the time if the Director of Facility Services and the Director of Human Resources feel that qualifications, performance, and added responsibility warrant, and the Town approves. If an employee should be transferred to a lower-rated job, he/she shall enter it at his/her own rate or at the maximum of the job, whichever is lower. "Maximum of the job" is considered Step 7. If Step 7 is lower, the employee will be placed at that level but at the step consistent with the years of service in the extended pay plan. Any employee transferred to a lower-rated position, who has been employed by the Town less than five (5) years, shall enter the lower-rated position at the same step level that he/she held at the time of his/her transfer.

Section 3: Increments - It is mutually agreed that increments are not considered to be automatic; they be granted annually in the discretion of, and by vote of, the School Committee to those who meet the requirements of the Town as recommended by the Director of Facility Services. In the event an increment is withheld under this section, the employee will be provided with the reason therefor, in writing if requested

Section 4: Overtime - Excluding Building Checks

- (a) Regular full-time employees covered by this Agreement shall be paid time-and-one-half their regular rate for all time worked in excess of eight (8) hours in any one day or forty (40) hours in any week. Overtime will be paid in the pay period after the time is worked. Hours compensated for under the sick pay provision shall be counted as hours worked for purposes of computing overtime pay under this provision. No overtime shall be performed by any employee covered by this Agreement unless prior approval is obtained from the Director of Facility Services or his/her substitute, except in extreme emergencies that endanger Town property.
- (b) In House Overtime: Consistent with the efficient and economical operation of the system, overtime will be divided as equitably as possible over a reasonable period of time among members of the custodial and maintenance crews who are normally assigned to the building and regularly and routinely doing the work in question or who, in the opinion of the Director of Facility Services, are qualified to perform emergency work. In determining "equitable distribution," consideration will be given for any instance where overtime opportunities are offered but the work assignment is declined and the reason accepted. Consideration will also be given to other employees at later dates who have been denied specific overtime opportunities on the basis of "lack of qualifications."
- (c) Overtime rates, as described above, will apply to those hours worked between the end of the employee's regular workday and 12:00 midnight. Any time worked after 12:00 midnight to the beginning of the employee's regular starting time or 7:00 a.m., whichever comes first, will be paid double time.

Notwithstanding the above, the head custodian in each building may use his/her discretion and decide to report to work up to two hours before his/her regular starting time to clear snow. If the head custodian determines that he/she needs additional assistance, he/she may call the Director of Facility Management and ask for his/her approval to bring in additional help. All

such early morning snow clearing performed within two hours of the start of an employee's regular shift will be paid at the rate of time and one half.

Every effort will be made to conclude evening events prior to the end of the custodian's regular quitting time. Time worked after the conclusion of the regular shift will be paid in full hour increments.

- (d) **Systemwide Overtime:** Opportunity for overtime shall first be made to custodians regularly assigned to the building in which the work will be performed. If refused, it shall be offered from a combined custodial/maintenance list, by seniority. If someone is not qualified for a particular opportunity, he/she will not be charged for such opportunity.

Section 5: Building Check Pay- the Senior Custodian or his designee may work (8) hours of Saturday overtime once a month on a predetermined project.

Section 6: Call Back Pay - Whenever an employee covered by this Agreement is called back to school for an emergency, after having completed his/her regular shift, he/she shall receive pay at time and one-half for hours worked and will be guaranteed a minimum of three (3) hours work at said rate. Employees called back to work after 12:00 midnight will be paid double time and will be guaranteed a minimum of three (3) hours work at said rate. There will be a guaranteed minimum of three (3) hours at time and one half for employees who are called in on Sundays and holidays.

Section 7: Health Insurance - Employees will be covered by the Town Health Insurance Policy on the same basis as town employees.

Employees will transition to "rate-saver" plans, effective January 1, 2011.

Effective as of the signing of this agreement, all new enrollees are at 75%/25%.

- FY 13 contribution rates remain the same as last year.
- FY 14 moves to 77.5% Town/22.5% Employee for family plans, and Individual plans move to 82.5% Town/17.5% Employee.
- FY15 both plan move to 75% Town/25% Employee.
- Safety Nets to remain in place for the duration of this contract.

Effective January 1, 2011, the Committee will establish a **Health Reimbursement Account** which will allow employees to submit claims for reimbursement for eligible medical expenses once a threshold has been reached.

Effective January 1, 2011, the Town will establish an "**Excess Pool**" of \$100,000 that employees may access for reimbursement for eligible medical expenses incurred once they have reached the HRA cap. The fund will be distributed on a proportional basis.

Effective January 1, 2011, the Town will provide a "**Stop Loss**" policy that will cover all employees enrolled in a Town health care plan. This policy will cover all medical expenses in excess of \$2,000 for those covered by individual plans and \$4,000 for those covered by family plans.

Effective January 1, 2011, the Town will establish an **opt-out incentive** for current employees.

The Town will pay the **Flexible Spending Account** administrative fee for all members to encourage them to take advantage of this pre-tax savings opportunity.

For further information, see **Appendix A**.

Section 8: Life Insurance - Each employee will be covered by a term life insurance policy in the amount of \$5,000. The net premium of said policy shall be shared equally between the town and the employee. In the event the town life insurance policy is changed to provide additional coverage, the benefits thereunder will be made available to the employees covered by this Agreement.

Section 9: Jury Duty

- (a) Any regular full-time employee covered by this Agreement shall be paid the difference by a subpoena to be a witness in any court proceeding. Such differential to be paid for between his/her regular hourly rate and his/her jury pay or witness fee when required the actual hours involved.
- (a) Jury duty pay hereunder shall be paid only when an employee, claiming such payments, submits a certification of attendance as a juror by the applicable Clerk of Court to the Director Fiscal and Management Services. To be entitled to witness fee pay hereunder, an employee must present the subpoena to the Director Fiscal and Management Services.

Section 10: Shift Differentials

An employee regularly assigned to a shift that begins between 10:00 a.m. and 1:59 p.m. will receive a shift differential of \$20/week during school and non-school weeks. An employee regularly assigned to a shift that begins between 2:00 p.m. and 6 a.m. will receive a shift differential of \$30/week during school and non-school weeks.

Section 11: Employees Working in a Higher Classification

After three (3) consecutive days, employees working in a higher grade will be compensated at the higher rate regardless of the reason for the absence.

Section 12: Longevity

After working the following number of years as a member of the bargaining unit, each member shall be entitled to the following lump-sum "longevity" payment. Such payment shall be made annually in the first pay period in December, provided the employee has completed the appropriate years of service by the previous November 1.

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
10 years	\$400.
15 years	\$800
20 years	\$1200
25 years	\$1600 (in FY 15 becomes \$2000)

Longevity payments will be paid in October.

### Section 13: Agency Fee

- a. Effective on the date of ratification of this Agreement, by both the Union and the Town, all persons who are members of the Union will either remain members as to the payment of union dues or be subject to an agency service fee as a condition of employment, pursuant to the provisions of this contract and G.L. 150E s.12. Such agency fee is agreed to be 90% of union dues as established by Local #1116.
- b. Persons who are not members of the Union on the date of ratification of this Agreement by both parties will be "grandfathered" and will not be subject to an agency service fee except as set forth in (c) and (d) below.
- c. If a "grandfathered" member of the unit subsequently joins the Union, he/she shall remain either a member of the Union, or be subject to an agency service fee as a condition of employment, pursuant to the provisions of this contract and to the provisions of G.L. 150E s.12.
- d. Employees hired after the effective date of ratification of this agreement by both parties shall be subject to an agency service fee as a condition of employment, pursuant to the provisions of this contract and the provisions of G.L. 150E s.12 on or after the 30th day following the beginning of such employment.

### Section 14: Permit Work

If an employee is hired to work overtime on school property for a non-school event he/she will be paid a minimum of two hours at his/her overtime rate. If such an event is cancelled within twenty-four (24) hours of its scheduled starting time, that employee will be paid for two (2) hours, unless the event is cancelled due to circumstances beyond the contractor's control or cancelled twenty-four (24) or more hours in advance.

### Section 15: Summer Hours

- Effective July 1, 2012 half day Fridays for summer as well as Christmas, February and April school vacation weeks; during these times unit members will work 40 hours in 4 ½ days.
- All buildings to be staffed by a minimum of one custodian during normal operating hours of each building and each building will establish either a rotation basis for coverage, or early Friday release, and/or late Monday arrival.

### Section 16: Snow Days

In the event that all school buildings and Town Hall are closed due to inclement weather and employees of those buildings are given the day off with pay, school building custodians and maintenance employees who work on such a day will be paid at time and one-half. It will be the responsibility of the Head Custodian in each building to notify all second and third shift custodial staff on any day when school is cancelled due to inclement weather. It is expected that all second and third shift staff will make every effort to report to work by 8:00 a.m., however, the employer recognizes that, due to extenuating circumstances, additional travel time may be necessary. Therefore, all second and third shift custodial staff will be permitted a reasonable period of time, until 9:00 a.m., to report to work. This section does not apply to Town Building Custodians.

### Section 17: Pension Fund

Effective July 1, 2006, the School Committee will contribute an additional \$.15/hr to the Laborers' International Union of North America National (Industrial) Pension Fund. This will bring the total hourly contribution to \$.70/hr. TCB's contribution will be \$.71/hr.

The School Committee's participation in this pension fund shall be subject to the enactment of a mutually agreeable participation agreement between the Town of Natick and the Local Laborers' Union 1116. Said agreement shall indemnify the Town of Natick and shall be severable without bargaining if the Town's contribution to said fund is found to violate any federal or state law.

### Section 18: Performance Evaluation

As agreed upon all unit members will be provided an annual performance evaluation.

## ARTICLE VIII - SICK LEAVE

Section 1: Regular full-time SBCs covered by this Agreement as of May 1, 2012 and TCBs hired before July 1, 1996 will accrue sick leave at the rate of one and one quarter (1¼) days for each month of service, not to exceed fifteen (15) days in any year. Any unit member hired after 9/1/2012 will accrue sick leave at the rate of (1) one day per month, not to exceed (12) twelve days in any year, they may accrue no more than a maximum of 120 days. TCBs hired after July 1, 1996 and SBCs hired after May 1, 2012 will accrue sick leave at the rate of one (1) day per month for each month of service, not to exceed twelve (12) days in any year. TCBs hired after July 1, 1996 shall accumulate sick leave days to a maximum of one-hundred twenty days. A day's leave for purposes covered by the Family and Medical Leave Act will be deemed and recorded as a day taken under the Family and Medical Leave Act. SBCs' sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated without limitation. Employees hired before the 15<sup>th</sup> of the month will accrue sick time for that month. Employees hired on or after the 15<sup>th</sup> of the month will not begin accruing time until the following month. If an employee is out sick (using their own sick time) and remains on paid status, they will continue to accrue paid sick days. If an employee receives days from the sick leave bank, or is on unpaid status for more than 10 work days in a month, they will not receive that month's accrual. An employee who is out on Worker's Compensation will continue to accrue paid sick days for a maximum of six months.

Section 2: Sick leave hereunder may not be used until after completion of three (3) months of continuous employment. Sick leave shall be granted for absence by illness or by injury or exposure to contagious disease, or by the serious illness of a member of the employee's immediate family. "The immediate family" shall include spouse, parents, parents of spouse, children, brother or sister. In case of requests for sick leave due to the serious illness of a member of the employee's immediate family which requires an employee's absence for periods in excess of three (3) consecutive working days, the Town may require evidence of the necessity for such absence in the form of a physician's certificate, as a condition precedent to approval of such request.

Section 3: Requests for sick leave shall be subject to the approval of the Director of Facility Services. The Administration may request substantiation for a request for sick leave when there is a doubt as to the validity of the request. The denial of paid sick leave shall be subject to the grievance and arbitration provisions of this Agreement.

A doctor's certificate may be required for personal illness of six (6) or more consecutive working days or a sick leave day taken in conjunction with a holiday or a day taken on the workday immediately preceding or following a vacation day. It must be presented to the Director of Facilities Management office before the employee returns to duty.

At any time, the Director of Facilities Management may request an employee, who, on the basis of evidence, has established a pattern of absences that appears to indicate health problems, to verify, by a doctor's certificate, the listing of absence as a charge against sick leave. The cost of obtaining the certificate shall be at the Town's expense.

Section 4: At any time, the Director of Facilities Management may require any employee to be examined (at employer expense) by a medical authority of the Town's choosing, if in the judgment of the Town and the Director of Facilities Management, that employee appears to be physically or mentally incompetent to perform his/her duties. The employee shall select a physician or other medical authority. These two authorities shall then select a third medical authority who shall be a recognized specialist in the area in which the employee is alleged to be deficient. The findings of the medical panel shall be submitted to the Director of Facilities Management.

The employee must cooperate with the three (3) doctors involved and appear for a medical examination at the time and place designated.

The examination and findings of the medical panel, unless otherwise mutually extended by both parties, shall be completed within thirty (30) working days of the original decision of the Director of Facilities Management requesting the examination.

Section 5: Employees who are on Worker's Compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave in accordance with the provisions of the Massachusetts General Laws Chapter 152, Section 69. If a question exists as to whether an employee is entitled to compensation under the Workmen's Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Town wherein he/she agrees to reimburse the Town for that portion of such payments as would be required by law in the event he/she receives Workmen's Compensation benefits for said period.

Section 6: Sick Leave Bank

- a. A sick leave bank is herein provided for use by qualified members as defined below whose sick leave accumulation is exhausted through prolonged illness or accident.
- b. The bank will be funded by the contribution of one day by each member of the bargaining unit from his/her annual days of sick leave. New bargaining unit members will be required to contribute one (1) day to the sick leave bank after ninety (90) calendar days of service. Days will be carried from year to year. If the sick leave bank is exhausted during the term of this Agreement, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the unit employed for more than ninety (90) calendar days, covered by this Agreement from his/her annual days of sick leave.

- c. Individuals shall not qualify for consideration of extended illness within the framework of the sick leave bank unless they have completed their probationary period.

Members of the unit shall not be required to contribute to the sick leave bank until they have worked the number of days required as set forth above.

- d. Grants from the sick leave bank shall only be available after the infirmed employee has exhausted his/her entire personal sick leave, both annual and accumulated.
- e. No days may be withdrawn from the sick leave bank for use for any other illness other than prolonged illness or accident of the member of the unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of his/her family.
- f. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Committee. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the bank and the amount of leave to be granted.

The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

1. The initial grant shall not exceed fifteen (15) days;
2. The Committee shall consider;
  - (a) adequate medical evidence of serious illness;
  - (b) prior utilization of all eligible sick leave;
  - (c) propriety in the use of sick leave;
  - (d) length of service in the Natick School System.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

- g. Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant. The Committee may require further medical substantiation of serious illness if there is a doubt as to the validity of the request for additional entitlement.
- h. Any sick leave granted under this Section shall expire at the end of the applicable contract year for the individual involved.
- i. Members of the bargaining unit may contribute up to ten (10) sick leave days to the Sick Leave Bank on retirement.
- j. It is agreed that all full-time Cafeteria Workers will be allowed to participate in the Custodians and Maintenance Sick Leave Bank, and the Sick Leave Buyback program, however, employees who transfer into the Custodian and Maintenance unit from the Cafeteria Employees' unit will be required to contribute a sick day upon completion of 90 days of service.

Section 7: Sick Leave Buyback

Those employees who expect to retire within the next five (5) years from the signing of this agreement will be allowed to elect in writing to the Director of Personnel within ten (10) days of signing of said agreement the option of (a) being grandfathered (taking the sick leave buyback and receiving the current longevity payment of \$500 for employees of 15 years or more or \$800 for employees of 25 years or more), or (b) receiving the new longevity payments outlined herein.

ARTICLE IX – HOLIDAYS

Section 1:

- a. Regular full-time employees will be granted the following holidays with pay, provided the employee has worked on his/her last scheduled day prior to the holiday and his/her first scheduled day after the holiday, unless sick leave shall have been granted for either of such days:

New Year's Day	Memorial Day	Veterans' Day
Washington's Birthday	Independence Day	Thanksgiving Day
Patriot's Day	Labor Day	Day after Thanksgiving*
Martin Luther King, Jr. Day	Columbus Day	Christmas Day

For purposes of this Agreement, the holidays specified above shall be observed on whatever calendar day they are observed in Massachusetts.

If an employee is terminated during, or at the end of, his/her probationary period, holiday pay earned during his/her first 90 calendar days will be deducted from his/her final paycheck.

- b. In addition to the above, all regular full-time employees will receive four (4) hours off, with pay, immediately preceding the New Year's\*, Independence Day\*, Thanksgiving Day\* and Christmas\* holidays or the day they are observed so long as the Director Fiscal and Management Services determines that the Committee's custodial requirement will so permit.  
\* Holidays will not be granted to the TBC's due to the fact that Town buildings are open on those days.

- c. Personal Days – effective July 1, 2012 one personal day is added for a total of two days.

ARTICLE X – VACATIONS

Section 1:

- a. Regular full-time custodians and maintenance employees, covered by this Agreement, shall receive two (2) weeks vacation after one (1) year of continuous service, three (3) weeks vacation after five (5) years of continuous service, four (4) weeks vacation after ten (10) years of continuous service and five (5 weeks) vacation after twenty (20) years of continuous service.
- b. Employees with less than one (1) year of continuous service as of July 1, who have completed 90 calendar days of service, will be entitled to a vacation of one (1) day per month of service, up to a maximum of nine (9) days. Employees hired before the 15<sup>th</sup> of the month will accrue vacation time for that month. Employees hired on or after the 15<sup>th</sup> of the month will not begin accruing time until the following month.

- c. Vacation time is earned in the year proceeding that in which it may be taken. The vacation year shall begin on July 1 and end on June 30. For employees with less than one (1) year of continuous service, the maximum of nine (9) days earned from July through June may not be taken until after the July 1st of the next fiscal year. For employees with eligibility for two (2), three (3), four (4) or five (5) weeks of vacation, such vacation may not be taken until after the July 1 of the fiscal year that follows the year in which the vacation time was earned. Employees may carry over up to one week's vacation into the following year, provided that his/her vacation allowance on any July 1 is no more than five (5) days more than the number of days to which s/he is entitled under Section 1.
- d. Employees whose anniversary dates of hire make them eligible for a change from two (2) weeks to three (3) weeks vacation, three (3) weeks to four (4) weeks vacation and four (4) weeks to five (5) weeks vacation shall have their vacation in the year of transition computed as follows:
  - 1. A pro-rata computation of the additional vacation week will be made on the basis of the portion of the year from the employee's anniversary date to the following July 1. During the transition year, the employee will be entitled to vacation based on his/her prior eligibility, plus this pro-rata amount which must be taken between the anniversary date and the following July 1.
  - 2. In subsequent years, the employee's vacation eligibility will be computed on a July 1 through June 30 basis until the next transition year is reached, and the procedure in (1) above will be applied.

Section 2: Vacations shall be scheduled by and at the convenience of the Town which, whenever possible, will endeavor to grant the employee's request. Whenever possible, the employee will request vacation time at least 48 hours in advance of the day to be taken. In no event should a vacation day be taken without supervisor's approval.

Section 3: Computation of vacation time due at time of retirement or resignation:

- a. The employee will be entitled to any vacation time for which he/she has eligibility as of the July 1 of the fiscal year in which such resignation or retirement takes place, less any vacation time taken after the above noted July 1.
- b. In addition, the employee will be also entitled to pro-rata amount of vacation earned in the year during which the retirement or resignation takes place. This pro-rata amount will be based on the amount of time from the prior July 1 through the date of retirement or resignation.
- c. When an employee resigns or retires during a transition year, he/she will additionally be entitled to a pro-rata amount of the additional vacation week based on the portion of the year between his/her anniversary date and the date of retirement or resignation.

Section 4: The Town agrees to provide one (1) paid personal day each July 1 for all SBCs who

have completed 90 calendar days of service. The Town will provide four personal days for TBCs. Personal leave must be approved by the employee's immediate supervisor (as defined in *ARTICLE IV, Section 3*), and requests therefor must be received by him/her in sufficient time to be acted upon at least 72 hours before the time when such leave is to begin, except in cases of an emergency.

In addition, all employees covered by this agreement shall be entitled to earn one Sick Avoidance Earned (SAVE) day for every four (4) months in which no sick leave is taken. Earned SAVE days must be used within the following four (4) months. Employees are eligible to begin earning such days as of their date of hire. One unused SAVE personal day earned in the last third before the end of the fiscal year, June 30, may be carried over and used in the next third.

Should an employee not use any sick days during the fiscal year (July 1- June 30) he/she will be eligible for one additional SAVE day to be used in the following fiscal year.

#### ARTICLE XI - MISCELLANEOUS

Section 1: Coffee Breaks - There shall be one twenty (20) minute coffee break each day, to be taken in the building where the employee is working, for all employees covered by this Agreement.

Section 2: Bereavement - A regular full-time employee covered by this Agreement shall be allowed time off without loss of pay for all scheduled work days falling within the five (5) working days next following the date of a death in his/her immediate family. The immediate family is defined as parents, spouse, children, brothers and sisters of the employee, parents of spouse, grandchildren and any other relatives residing in the employee's household..

- a. Up to one full day of paid leave will be allowed for the funeral of a brother-in-law or sister-in-law.
- b. The employee shall be allowed up to one full day of paid leave for the funeral of the employee's aunt, uncle, niece, nephew or grandparent.

#### Section 3: Military Leave

- a. Any employee covered by this Agreement who is a member of a state or national reserve component of the Armed Forces shall be entitled to a maximum of seventeen (17) days military leave to serve with said component during a school year so long as the employee furnishes to the Town evidence that he/she is required to perform such duty during the school year.
- b. The Town shall pay to an employee on military leave an amount equal to the difference between his/her state or national reserve pay and his/her regular school salary in the event such state or national reserve pay is less than his/her regular school salary.

Section 4: Residency Requirement - Employees may reside in a town of their choice provided that this does not affect the performance of their duties.

Section 5: Hours of Work - The normal hours of work for custodians will remain in effect for the terms of the Agreement except as set forth below:

School Building Custodians: The Director of Facility Management may revise the starting hours for the second person and/or third person in a two-person or larger school to commence later than 10:30 a.m. provided that any employee so assigned shall be paid the afternoon to evening shift differential in accordance with *ARTICLE VII, Section 10* of this Agreement. The Director of Facility Management may institute an 11:00 p.m. to 7:00 a.m. shift in the Kennedy, Wilson, High, Memorial and Bennett-Hemenway Schools. No one employed in the bargaining unit as of January 1, 1990, will be involuntarily assigned to such a shift. Any vacancies created by voluntary or involuntary assignments to an 11:00 p.m. to 7:00 a.m. shift shall be filled by management after having consulted with the Union on the matter. In the event of a vacancy in any position in a three-person or larger school, the Director of Facility Management may change the hours for a different shift, but such hours will be posted when the position is put up for bid.

The TCB assigned to the Morse Institute Library will have a Sunday through Thursday workweek. This person is responsible for building checks and preventive maintenance actions on Sundays. The TCB assigned to the Community Senior Center will work a Tuesday through Saturday schedule and is responsible for building checks and preventive maintenance actions on Saturday.

Section 6: Dues Deduction - The Town agrees that, in accordance with the provisions of Chapter 180, Section 17A, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization.

The Town shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Town may cease making such deduction at any time upon behalf of an employee upon timely receipt by the Director of Facilities Management of a revocation of the authorization from the employee.

Section 7: Dues Authorization - Union dues shall be deducted monthly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues deducted shall be made to the Treasurer of Local #1116 on a monthly basis. The Town agrees to provide with each monthly transmission of dues, a list of names of all those members of Maintenance and Custodians - Local #1116 who had dues deducted over the past month.

The Town will incur no liability for loss of dues monies after depositing same, properly addressed as directed to the Union in the United States mail.

The Union shall indemnify and save the Town of Natick harmless against all claims, demands, suits, or other forms of liability that may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

Section 8: Transfer from Food Service Bargaining Unit Employees who transfer into the Maintenance and Custodian's bargaining unit from the Cafeteria Employee's unit will serve a six month probationary period for the purpose of performance assessment. Such employees will not be subject to contract language restricting paid holiday, sick and personal leave during their first ninety (90) days. Longevity and vacation eligibility will begin on the first day of full time service (30 hours/week for cafeteria) within the Natick Public Schools. Such employees will also contribute one sick day to the sick leave bank after their first 90 days of service.

## ARTICLE XII - MATERNITY LEAVE

Section 1: The Director of Facilities Management will be notified of an employee's pregnancy in writing no later than the beginning of the seventh (7th) month of pregnancy.

Section 2: Upon receipt of at least two (2) weeks' written notice of the employee's anticipated date of departure and intention to return, the Town shall grant a leave of absence without pay for up to eight (8) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D or up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act. Efforts will be made to commence such leave at the beginning of a semester or at a school vacation period.

Section 3: The date of anticipated return will be established with the School Department Director of Human Resources or General Government Personnel Director as applicable at the time the leave commences. At the time of return a doctor's certificate of good health must be presented upon request.

Section 4: In the event an employee who has completed one year's service as a custodian and/or maintenance worker in the Natick School System desires a leave of absence without pay longer than the eight weeks provided above, she shall follow the procedure set forth below:

- A. The School Department Director of Human Resources or General Government Personnel Director as applicable will be notified in writing no later than the beginning of the seventh (7th) month of pregnancy of the request for such leave and the anticipated date of departure.
- B. If the Town grants the request, the date of return will be mutually established, but in any event the leave will not extend beyond the first of September following the child's birth, or on the subsequent September first if the birth occurs between June 30 and the commencement of the next school year.
- C. At least (3) months in advance of the established date for her return from such leave the employee must notify The School Department Director of Human Resources or General Government Personnel Director as applicable in writing of her intention to return or to retire from the School System. Failure to give such notification shall be deemed a resignation.
- D. At the time of return, a doctor's certificate of good health must be presented to the Town upon request.

Section 5: In the event an employee desires to return before the established date of expiration of her maternity leave, she may so apply to the Director of Facilities Management/Town Administrator in writing. A physician's statement of good health must accompany the application, and in the case of a comparable vacancy, the Town may grant the employee early reinstatement in its discretion.

## ARTICLE XIII - SEXUAL HARASSMENT GRIEVANCE PROCEDURE

As established by federal and state regulations, the purpose of this grievance procedure is to facilitate compliance with the law, provide prompt and equitable resolutions of complaints and promote a means for mutual problem solving and understanding. Any member or members of the

bargaining unit who feel that his/her/their rights, under Chapter 622/Title IX, or other pertinent laws or regulations concerning sex discrimination have been violated by any individual, group of individuals, practice or policy may grieve.

#### PROCEDURE

- A. At any time, a complainant or respondent may choose a person to advise, assist, mediate or represent him/her during the procedure from a list supplied by the Chapter 622/Title IX Town.
- B. The complainant or his/her representative must address the respondent in the situation. If no resolution is achieved within ten (10) work days of the time the respondent was addressed, the complainant may proceed to the principal within ten (10) additional work days. If the principal is a respondent, the complainant may proceed to any administrator of choice.
- C. If no resolution is achieved within ten(10) work days of the meeting with the principal or administrator of choice, the complainant may proceed to The Director of Human Resources or General Government Personnel Director as applicable (Section 4-Step III of the existing grievance procedure) within ten (10) additional work days.

If the complaint is not resolved at this step, the complainant may proceed in accord with this grievance procedure.

#### ADDITIONAL PROVISIONS

1. If, at any time after an apparent resolution of a complaint, sexual harassment reoccurs, the complainant may reactivate the complaint at the level at which the complaint was apparently resolved.
2. Parties may mutually agree to extend or condense time limits; such agreement must be reduced to writing.
3. All proceedings relative to sexual harassment complaints will be held in closed session and all discussions held in strict confidence.
4. If the complaint is resolved without disciplinary action, no record will be placed in any party's regular personnel file, and no party will suffer any detriment as result of the complaint. All materials relative to the grievance will be filed in a separate file kept by the person who has been designated by action of the Town as it Chapter 622/Title IX administrator.
5. Anyone named in the file will have the right to inspect the file under conditions of controlled access. A person authorized by The General Government Personnel Director as applicable or the President of the bargaining unit will have the right to inspect the file.

There will be no other access, unless or until there is a subsequent complaint involving any of the named individuals.

Access at any such subsequent time shall be limited to persons involved in the investigation, or litigation of that subsequent complaint.

6. Nothing in this grievance procedure shall prevent an individual from taking action with the Massachusetts Commission Against Discrimination (MCAD), the Equal Employment Opportunity Council (EEOC), the Office of Civil Rights (OCR) or the courts. Any such action must meet the applicable time limits of those forums.
7. The Town shall provide appropriate training for employees designed by the Chapter 622/Title IX Committee to advise and assist complainants through the grievance procedure.

#### ARTICLE XIV – UNIFORMS

1. Uniforms will be worn at all times with the exception of summer vacation, school vacations and snow days.
2. Uniforms will be worn at all times for any function held in any schools or on Town property, including evening, night shift and overtime assignments.
3. Town to provide polo shirts and a stipend of \$250.00 per year for pants and shoes.
4. Management accepts Union proposal to establish a “Safety and Efficiency Committee” to review uniforms/polo shirts going forward.
5. Custodians who fail to comply on a regular basis will be given a verbal warning. The next incident will generate a written warning. Subsequent violations will warrant further action.

#### ARTICLE XV - CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by the mutual consent, in writing, of the parties hereto.

#### ARTICLE XVI – SEVERABILITY

Should any final decision of any Court of competent jurisdiction affect any practice or provisions of this Agreement, only the practice or provisions so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

#### ARTICLE XVII - NO STRIKE LOCKOUT

Section 1: It is mutually agreed that, during the term of this Agreement, there will be no stoppages of work, lockouts, slowdowns, or any similar interference with work.

Section 2: The Local Union agrees to reimburse the Town for any monies required to be expended by it as a result of a strike, stoppage of work, slowdown or any similar interference with work occurring during the term of this Agreement if the strike, stoppage of work, slowdown or similar interference with work is authorized or ratified by the Local Union.

#### ARTICLE XVIII – DURATION

Section 1. This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2015, and shall remain in full force and effect from year to year thereafter unless either party gives the required notice of its desire to terminate or modify the same.

Section 2: Either party may give to the other written notice of its intention to terminate, amend or modify any part or all of this Agreement during the month of September 2012 (or any September subsequent thereto). Such notice must set forth, in detail all the specific changes proposed and all

proposals for new material. If such notice is given, the negotiations shall commence not later than December 1, 2011. In the event no agreement has been reached by June 30, 2012 (or any June 30 subsequent thereto) the terms, conditions and obligations of this Agreement shall continue in full force and effect until agreement is reached.

Section 3: Notices required by any Section of this Article shall be in writing and shall be sent by certified mail, return receipt requested, addressed, if to the Union, to the President of the Union at his/her home address; and if to the Town, to the Superintendent of Schools, as the Secretary to the Committee at the Committee's offices and to the Town Administrator as Secretary to the Board of Selectmen at the Board's Office.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this day of December, 2012.

Board of Selectmen  
NATICK, MASSACHUSETTS

[Signature]

[Signature]

[Signature]

Nicholas J. MaBardy

[Signature]  
Board of Selectmen

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

[Signature]

[Signature]

[Signature]

[Signature]

School Committee

Date: 2/25/13

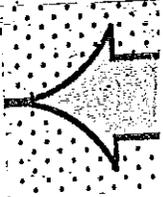
MAINTENANCE & CUSTODIANS,  
LOCAL #1116 OF THE LABORERS'  
INTERNATIONAL UNION AFL-CIO

[Signature]

Richard Allen

[Signature]

\_\_\_\_\_  
Timothy Mahoney  
Mass. Laborers District Council



**SIDE LETTER  
TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE NATICK SCHOOL COMMITTEE AND  
THE CUSTODIAN/MAINTENANCE LOCAL 1116**

December 1998

The School Committee agreed, in principle, to the following items that will not be included in the contract:

1. The Athletic Director should adopt a policy that he/she should be notified of all athletic practices planned for a weekend by the previous Thursday so appropriate custodial coverage can be planned.
2. The School Committee will discuss a policy on high school athletics to include discussion that no athletic practices be held on a major holiday.
3. A bi-monthly meeting will be held between the Union, the Director of Buildings and Maintenance and the Director of Human Resources to discuss safety issues and other issues of concern.

## APPENDIX A

Employees will transition to rate-saver plan, effective January 1, 2011.

The contribution level for the Family Plan will be 80% employer and 20% employee.  
The contribution level for the Individual plan will be 90% employer and 10% employee.

Effective January 1, 2011, the Committee will establish a **Health Reimbursement Account** which will allow employees to submit claims for reimbursement for eligible medical expenses once a threshold has been reached.

Only qualified expenses incurred on or after January 1, 2011 may be submitted for reimbursement

Eligible expenses for reimbursement will be co-pays for the following services:

- Office visits/primary care
- Office visits/specialists
- Emergency room visits
- In-patient hospitalization
- Same-day surgery
- Diagnostic imaging
- Prescription drugs/retail
- Prescription drugs/mail order

The Committee will also include in this list all other expenses that are legally reimbursable by a tax-free HRA.

Individual and Family Plan HRA thresholds will be determined by the amount of premium savings incurred by switching to the Rate Saver plan.

Individual Plan HRA annual reimbursement cap: \$250\*

Family Plan HRA annual reimbursement cap: \$500\*

\* This annual amount will be pro-rated in year 1.

Requests for reimbursement from the HRA must be submitted to the Town's Third Party Processor within the designated time period. Such requests must be accompanied by the following documentation: HRA Reimbursement Request Form and hard copy receipts indicating both proof of payment and date of service. Employees should retain copies of all receipts as they may be asked to provide supplemental documentation by the Third Party Processor to clarify both proof of payment and service date. No reimbursements will be made without a hard copy receipt indicating proof of payment.

*An HRA is an account funded by the employer to provide tax-free reimbursement to participating employees for uninsured out-of-pocket medical care expenses (e.g. copays for office visits, emergency room visits, in-patient hospitalization, day surgery, prescription drugs) up to a maximum reimbursement amount that is fixed at the beginning of the year. The Committee acknowledges that a change to Rate Savers without the provision of HRA will increase annual*

health care costs for some employees. It is also true that many employees will spend less on health care costs by switching to Rate Savers.

First it will be determined how much an employee's annual premium savings will be under rate savers. This amount will become the eligibility threshold for accessing the HRA. For example, if you have family coverage and switch from Harvard Pilgrim EPO to the Harvard Pilgrim rate saver, you will save \$1,266 in premium payments. Once you have spent \$1,266 in copays over the year, you will collect all your receipts and submit them to our third party administrator for reimbursement of all future eligible costs for the remainder of that fiscal year. Your reimbursable amount will be capped at an amount specified in the contract. Access to these tax-free funds will result in no increased cost to the vast majority of employees. If your copays do not exceed \$1,266, you will actually realize a savings that year.

Effective January 1, 2011, the Town will establish an "Excess Pool" of \$100,000 that employees may access for reimbursement for eligible medical expenses incurred once they have reached the HRA cap. The fund will be distributed on a proportional basis.

Effective January 1, 2011, the Town will purchase a "Stop Loss" policy that will cover all employees enrolled in a Town health care plan. This policy will cover all medical expenses in excess of \$2,000 for those covered by individual plans and \$4,000 for those covered by family plans.

Effective January 1, 2011, establish an opt-out incentive for current employees. Individuals who have participated in a Town of Natick health insurance plan for at least the last two years (or one year if only employed for one year), will receive a one-time payment of \$750 for opting out effective 7/1/11 and remaining out through 6/30/12. Employees with family coverage who have participated in a Town of Natick health insurance plan for at least the last two years (or one year if only employed for one year), will receive a one-time payment of \$1,500 for opting out, effective 7/1/11 and remaining out through 6/30/12. The Committee will pay the opt-out benefit in a lump sum in July of the following fiscal year provided the employee has remained out for the full period. (Note that this payment is taxable.) A current family subscriber who opts into an individual plan will be eligible for an incentive payment of \$750, subject to the same conditions stated above.

Employees who opt out effective January 1, 2011 and remain out until June 30, 2011 will receive a pro-rated incentive payment in July 2011.

NOTE: Employees who opt out effective January 1, 2011 and remain out until June 30, 2012 will receive both incentive payments.

Should an employee opt out after January 1 and before May 30, 2011, or after July 1 and before May 30, 2012, s/he will be eligible for a pro-rated opt-out payment (total incentive payment divided by 12 months multiplied by the number of months off a Natick insurance plan) the following July

## APPENDIX B

### CUSTODIAL/MAINTENANCE UNIFORM GUIDELINES

Uniforms must be worn at all times with the exception of summer vacation, school vacations and show days. Uniforms must also be worn for any function held in a school or on school department property, including evening, night shift and overtime assignments. All employees are expected to report to work each school day in a uniform that is clean, with no rips or holes and worn as designed. Pants, shorts and shirt sleeves must be hemmed.

As long as the above conditions are met, employees may purchase whatever uniform clothing is needed for the year subject to the following guidelines.

#### Shirts

Shirts must be dark (navy) blue or black and have "Natick Public Schools" or "Town of Natick" embroidered in the right chest area. The following shirt styles are acceptable:

- Work shirts (short or long sleeve)
- Polo/golf shirts
- Tee shirts
- Sweatshirt

#### Pants

Pants must be dark blue or black work pants or jeans. The painter may wear white pants and shirts. Shorts may be Khaki colored.

Employees may purchase work boots with their uniform allowance provided they have enough shirts and pants, in good condition, for the school year.

