

# **Agreement**

between

The School Committee

of the

Town of Watertown

And

SEIU Local 888

Cafeteria, Maintenance and Custodial  
Workers

July 1, 2017- June 30, 2019

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## **ARTICLE I: RECOGNITION**

1. The Watertown School Committee, hereinafter referred to as the “Employer”, agrees to recognize Service Employees International Union, Local 888, hereinafter referred to as the “Union” as the sole and exclusive agent for collective bargaining in any matters relating to wages, hours, and conditions of employment on behalf of all employees of the bargaining unit under Chapter 150E of the Massachusetts General Laws.

2. Bargaining Unit A shall consist of all persons employed in the Custodial and Maintenance Department; Bus driver/School Worker, Motor Equipment Operator/Storekeeper in the Food Services Department, excluding all other employees of the Town, as has been certified by the Labor Relations Commission of the Commonwealth of Massachusetts. Any reference to an employee covered by this agreement as a male shall also apply to a female. Effective with this contract, Busdrivers will be considered to be “grandfathered” as permanent Civil Service titles as well as the employee Allal Ouraigui who has the title, Houseworker, until such time as he is appointed to the custodian title through the civil service process, at which such time the title, Houseworker shall be removed from this clause.

3. Bargaining Unit B shall consist of all persons employed in the Food Services Department of the Watertown Public Schools in the Town of Watertown, excluding the Motor Equipment Operator/Storekeeper, Director of Food Services, and all other employees of the Town as has been certified by the Labor Relations Commission of the Commonwealth of Massachusetts. Further, any reference to an employee covered by this agreement as a female shall also apply to a male.

## **ARTICLE II: GRIEVANCE PROCEDURE**

### **Section A: Definitions**

1. The term “grievance” shall be narrowly construed to mean an express violation of a written provision of this agreement. The School Committee’s exercise of a management right as provided in Article 5 of this agreement shall supersede any conflicting provision of this agreement and shall not be subject to the grievance and arbitration provisions as provided hereto. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision. The grievance and all awards shall be submitted in writing and shall identify with specificity the provision(s) of the agreement alleged to have been violated.

## **Section B: Purposes**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of Local 888, provided the adjustment is not inconsistent with the terms of the agreement and that Local 888 has been given the opportunity to be present at such adjustment and to state its views.

## **Section C: Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual agreement.

### **Level I:**

#### **Unit A:**

The grievance shall be presented to the Director of Facilities in writing within thirty (30) days from the time the employee knew, or with the exercise of reasonable diligence should have known, of the condition on which the grievance is based. The Director of Facilities will meet with the grievant within five (5) days of receipt of the grievance, and shall render a decision in writing within ten (10) days of that meeting. A failure to respond in writing within this time limit will be taken as a denial of the grievance. The grievant shall be responsible for notifying Local 888 of the grievance meeting and Local 888 shall have the right to be present at the meeting and to state its views.

#### **Unit B:**

The grievance shall be presented to the Director of Food Services in writing within thirty (30) days from the time the employee knew, or with the exercise of reasonable diligence should have known, of the condition on which the grievance is based. The Director will meet with the grievant within five (5) days of receipt of the grievance, and shall render a decision in writing within ten (10) days of that meeting. A failure to respond in writing within this time limit will be taken as a denial of the grievance. The grievant shall be responsible for notifying Local 888 of the grievance meeting and Local 888 shall have the right to be present at the meeting and to state its views.

### **Level II:**

#### **Units A and B:**

If the grievant is not satisfied with the disposition of the grievance at Level One, or no decision is rendered within ten (10) days of the grievance meeting, the grievant may file a grievance in writing with the Executive Board of Local 888. Only the Executive Board deems the grievance meritorious, it shall present it in writing to the Director of Business Services within five (5) days of the receipt by the grievant of the Level One response. In the event no Level One response was delivered to the grievant, Local 888 shall file its Level Two grievance within fifteen (15) days of the Level One meeting. The Director of Business Services shall meet with Local 888 within ten (10) days of receipt of the Level Two grievance, and shall render and deliver to Local 888 a written decision within five (5) days of this meeting. If no written decision is received by Local 888 within eight (8) days of the Level Two meeting, the grievance shall be presumed to have been denied.

### **Level III:**

#### **Units A and B:**

If the Executive Board of Local 888 is not satisfied with the disposition of the grievance at Level Two, it may elect to submit the grievance to the Superintendent or designee (other than the Director of Business Services). Such submission shall be made within five (5) days of the receipt of the written Level Two decision, or, if not such written decision has been received by Local 888 within eight (8) days of the grievance meeting, then the Level Three submission shall be made within fourteen (14) days of the Level Two meeting. The Superintendent shall meet with Local 888 within fifteen (15) days of its receipt of the Level Three grievance, and the decision on the grievance shall be rendered within five (5) days of the Level Three meeting, the grievance shall be presumed to have been denied.

### **Level IV:**

#### **Units A and B:**

If the Executive Board of Local 888 is not satisfied with the disposition of the grievance at Level Three, it may elect to submit the grievance to the School Committee's Subcommittee on Grievances. Such Submission shall be made within five (5) days of the receipt of the written Level Three decision, or, if no such written decision has been received by Local 888 within eight (8) days of the grievance meeting, then the Level Four submission shall be made within fourteen (14) days of the Level Three meeting. The Subcommittee on Grievances shall meet with Local 888 within fifteen (15) days of its receipt of the Level Four grievance, and the decision on the grievance shall be rendered by the full School Committee at its next regularly scheduled meeting following the Level Four meeting.

### **Arbitration:**

1. If the Executive Board of Local 888 is not satisfied with the disposition of the grievance at Level Four, or if no Level Four decision is rendered by the School Committee on the grievance in accordance with (C), above, the Executive Board of Local 888 may submit the grievance to arbitration by notifying the School Committee in writing of its intent to arbitrate. This notice shall be sent to the

School Committee within five (5) days of the receipt by Local 888 of the Level Four decisions. If no Level Four decision is received within three (3) days of the School Committee meeting following the Level Four meeting, the notice of intent to arbitrate shall be sent to the School Committee within five (5) days of the School Committee meeting.

2. Within twenty (20) working days after such written notice of submission to arbitration, the Subcommittee and the Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified periods, a request for a list of arbitrators may be made to the American Arbitration Association or The Labor Relations Connection by either party. In addition, to the arbitration procedures set forth in Article VI, the parties may mutually agree upon the use of the Board of Conciliation and Arbitration, or any other kind of arbitration procedures to resolve any grievance.
3. The parties will be bound by the rules and procedures of the American Arbitration Association or The Labor Relations Connection.
4. The arbitrator so selected will confer with the representatives of the School Committee and the Grievance Committee and hold hearings promptly and will issue his/her decision not later than twenty (20) working days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator will be submitted to the School Committee and to Local 888 and will be final and binding. The arbitrator shall be without power to alter, amend, add to or detract from this agreement.

5. The cost for the services of the arbitrator, including per diem expenses, will be borne equally by both the School Committee and Local 888.

#### **Section D: Rights Of Employees To Representation**

1. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any school representative, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing. When an employee is not represented by Local 888, Local 888 shall have the right to be present and to state its views at all stages of the grievance procedure.
3. Decisions rendered at Level I, II, III and IV of the grievance procedure will be in writing setting forth the decision and the reason/s therefore and will be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level IV will be in accordance with the procedures set forth in Section "C", Level IV, No. 3.
4. While both parties may maintain files of grievances and the dispositions thereof, the Committee shall not make any entry of file any paper in the personnel file of any employee/s involved in a grievance except as may be required to implement the disposition thereof.
5. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and Local 888 and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves a grievance as defined in this article, Section A, #1 of this agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

### **ARTICLE III: WORK CLAUSE**

In compliance with Massachusetts General Laws, Chapter 150E, Section 9A, the Union agrees that neither it nor its officers will call, instigate, authorize, sanction, or ratify any strike, slowdown, or stoppage of work by any employees of the Town.

### **ARTICLE IV: DUTIES**

#### **SECTION A:**

Employees' duties shall be described under School Committee policies.

All members of Local 888 perform their duties under the general direction of the Director of Business Services.



## **SECTION B: REPORTING RESPONSIBILITIES**

The school building Custodians and the School Workers shall perform their work under the immediate supervision of the Director for Facilities and Transportation and the Building Principal. Senior custodians shall report all acts of vandalism and all needs to the Building Principal, such as supplies, equipment, repairs to building, etc. The Building Principal shall confer with each building custodian of his/her building as the need arises.

The Motor Equipment Operator/Storekeeper shall work under the immediate supervision of the Director of Food Services except during periods of school shutdowns when he shall work under the immediate supervision of the Director of Facilities and Transportation.

Unit B employees shall work under the immediate supervision of the Director of Food Services and under the supervision of the Director for Facilities and Transportation during all school shutdowns. The Motor Equipment Operator/Storekeeper **shall work** and under the supervision of the Director for Facilities and Transportation during all school shutdowns.

## **ARTICLE V: MANAGEMENT RIGHTS**

### **SECTION A:**

The Watertown School Committee retains all powers, authority, and prerogatives not expressly abridged or modified by this agreement including, but not limited to, the right to transfer or otherwise assign employees temporarily or permanently, promulgate reasonable rules and regulations, and otherwise generally manage and direct the work force.

### **SECTION B:**

Should any provision of this agreement be found to be in violation of any Federal or State Law or Civil Service Rule or by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

### **SECTION C:**

The Committee may determine not to fill a vacancy.

## **ARTICLE VI: PROFESSIONAL DEVELOPMENT**

Employees are encouraged to participate in courses, workshops, and other professional development activities that are appropriate in terms of the content and cost of the activity, the time needed away from work, and the frequency of such activities.

The Committee will pay expenses (including meals, fees, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request of the Superintendent. (Full compensation will be provided for those employees in attendance at the above programs.) Opportunities for professional development requested by the Superintendent will be made available to all members of the union on an equitable basis.

The School Committee will allocate funds annually to support the professional development of the employees in Local 888. These funds will be part of the School Department's annual budget targeted specifically towards the members of Local 888. All requests for professional development will be submitted to the Director for Facilities and Transportation or to the Director of Food Services and will require his/her approval and the approval of the Director of Personnel. All requests should be submitted at least three weeks in advance of the requested training to allow for adequate coverage and scheduling. Requests will be examined on the basis of available funding and the benefits that said training will have on the member and on the School District. Training will be distributed fairly and equitably throughout the membership. No request will be unreasonably denied.

The School Department will post on the union bulletin board all materials it receives, including informational brochures, notices and other announcements pertaining to events which would enhance the professional development of bargaining unit members. In addition, with respect to those members of the bargaining unit assigned to perform duties for which a license is required, the Committee will provide initial and/or renewal fees for such state required licensing. Should the Committee require training of unit employees, the Committee shall be responsible for those expenses.

## **ARTICLE VII: LEAVES**

The following benefits apply to both Unit A and Unit B unless otherwise specified.

### **SECTION A: BEDSIDE CARE DAYS**

Up to five (5) days annually shall be allowed in the event of a serious illness requiring the bedside care by the Union member for his/her spouse, child, son-in-law, daughter-in-law, parent, sibling, or any other member of the Union member's immediate household. The Administration may require a physician's certificate or a note from a school nurse attesting to the seriousness of the illness. This leave shall be deducted from accrued sick leave. For the purposes of this section, it is not necessary that the spouse, child, son-in-law, daughter-in-law, parent or sibling live in the same household as the bargaining unit member, as long as the purpose of the leave is for actual bedside care as described in paragraph 2, below.

The intent of this benefit is to allow an employee time to provide direct care to a family member who is confined to the home or a hospice situation. This benefit is not intended for routine medical examinations or other medical appointments for either the employee or a member of the employee's immediate household.

**SECTION B: BEREAVEMENT DAYS**

Up to five (5) days at any one time in the event of the death of a Union member's spouse, child, son-in-law, daughter-in-law, parent, former legal guardian, sibling, or other member of the member's immediate family.

Up to three days at any one time in the event of the death of a member's grandfather, grandmother, father-in-law, or mother-in-law.

One day will be granted the member in order to attend the funeral of any other relative. Bereavement leave is a benefit intended to provide time off from work in order to attend the services for a loved one. It is understood that there are times when a memorial service may be held at a later time and this benefit would apply. However, an employee would be requested to provide a newspaper notice or some other information when the leave time is requested. Employees who are already on an approved leave, other than vacation leave, may not convert the approved leave to bereavement leave.

**SECTION C: PERSONAL DAYS**

All employees covered by this agreement shall be entitled to two (2) days leave of absence per year for personal, legal, business, household, or family matters which require their absence during work hours.

Application for personal leave will be made at least seventy-two (72) hours before taking such leave. Except in the case of an emergency, the applicant for such leave will be required to state the reason if the request is not made at least 72 hours in advance.

No personal leave will be allowed the day preceding or following a holiday or vacation period or in conjunction with a weekend, unless a reason is given to, and approved by, the Superintendent of Schools. The Superintendent's decision pertaining to the day preceding or following a holiday and/or vacation period will be final and is not subject to grievance.

At the end of the year, unused personal days may be converted to sick leave.

**SECTION D: SICK LEAVE**

All eligible employees shall be entitled to sick leave as follows:

1. All full-time (permanent and provisional) employees of Local 888 shall be entitled to sick leave at the rate of one and one-fourth (1 1/4) working days for each month of employment during the entire period of employment.

On January 1 of each year covered by this agreement, all full-time, Unit A employee's sick leave account shall be credited with the fifteen (15) sick days which are scheduled to accrue during the upcoming twelve-month period, and this advanced sick leave may be drawn upon prior to accrual.

At the beginning of each school year, each Unit B employee's sick leave account shall be credited with the twelve and a half (12.5) sick days, which are scheduled to accrue during the upcoming ten-month period, and this advanced sick leave may be drawn upon prior to accrual.

Any employee who draws upon his advanced sick leave but whose employment terminates prior to the completion of the accrual period shall be responsible for repayment of such advanced sick leave on a prorata basis.

2. All sick leave to which an employee has become entitled shall be cumulative from year to year and the employee shall be entitled to take all or any portion thereof in the calendar year.
3. "Sick Leave" shall mean that period of time for which an employee is entitled to receive compensation while unable to perform his/her duties because of sickness or injury.
4. Additional sick leave requested by the employee shall be referred by the Superintendent of Schools to the Committee who shall have the power to grant time in advance if extreme and extenuating circumstances are shown to warrant such an extension. Any such time must be paid back. This provision is not subject to the grievance and arbitration article or procedure.
5. An employee who is laid off from his/her position under conditions that are not discreditable to him/her, if reemployed within one (1) year, shall have available any unused sick leave credit existing at the time of said lay off. When an employee is transferred or promoted to another position, any unused sick leave which may have accumulated to his/her credit shall continue to be available for his/her use as necessary.
6. Any employee who shall be found by the School Department to have obtained sick leave pay contrary to this agreement shall reimburse the Town of Watertown in an amount equal to the sick leave pay said employee received. Any adverse action taken against an employee under this paragraph is subject to the grievance and arbitration process.
7. When an employee finds it necessary to be absent from his/her duties because of illness or injury, he/she or his/her agent, shall at once notify the Superintendent of Schools, or his/her designee using the District's chosen method (either Aesop, or its replacement). No sick leave benefit shall accrue to an employee who fails to give such notice.

8. The Superintendent of Schools, or his/her designee, shall and must require a physician's certificate or report in writing stating the particular illness or injury of any employee who claims salary or wages under this sick leave section if the employee has been away from his/her duties more than three (3) consecutive working days due to illness or injury. Said certificate or report may be certified by the employee's own physician or physician sent by the Superintendent of Schools, or his/her designee and must be submitted to the Superintendent within eight (8) working days from the first day of illness.
9. Any employee who has demonstrated excessive absenteeism, a pattern of absenteeism, or extends weekends, vacations or holidays with sick leave may be required by the Superintendent or designee to provide medical documentation in the form of a physician's certificate in connection with any claim for sick leave. In addition, if an employee demonstrates excessive absenteeism or patterns as described above, the Superintendent or designee may, if advisable, send a physician or authorized person to investigate any absence. Any employee who refuses to submit the required documentation or to submit to a physician's examination shall not be entitled to any sick leave benefit hereunder.
10. The Watertown Public Schools shall keep an adequate register showing records of sick leave, both accrued and granted, in such form as may be approved by the School Committee. Such records shall be available upon request to members of Local 888.
11. The decision of the Superintendent of Schools with respect to a sick leave benefit shall be subject to review by the School Committee provided the employee files a claim for review in writing with same within ten (10) working days after notice to him/her by the Superintendent of Schools of his/her ruling with respect to the employee's request for sick leave.
12. The provisions of the Family and Medical Leave Act shall be applied as described in Appendix C.
13. Employees will not absent themselves from assigned duties without immediate notification to the School Department in accordance with procedures published by the Administration. Direct contact with an immediate supervisor or administrator or his/her designee must be made in order to constitute proper notification; messages through another employee, left on an answering machine or notes do not constitute notice unless an employee is otherwise specifically instructed by his/her immediate supervisor.

#### **SECTION E: SICK LEAVE BANK**

A sick leave bank for all employees of Unit A with at least two years of continuous, full time service will be established. With respect to Unit B, all full time and regular part time

employees with at least two years of continuous service shall be eligible to participate in the bank as set forth below. Units A and B will each have a sick leave bank established, managed and tracked according to the following provisions:

1. Upon the signing of this agreement, the School Committee will make a one time contribution of 30 days and each bargaining unit member will contribute one (1) day from his/her accumulated sick leave: this will establish the bank. In January of each year, each bargaining unit member will contribute one (1) day from his/her accumulated sick leave. This accumulation will continue until the sick leave bank contains one hundred twenty five (125) days.
2. The Sick Leave Bank Committee will be the sole means of awarding days from the sick leave bank. The Sick Leave Bank Committee, composed of two (2) representatives from the School Committee and two (2) representatives from Local 888, will vote on each request from an employee. Three (3) votes will be necessary to award days from the Sick Leave Bank. All votes of the Sick Leave Bank Committee are final and binding. The Sick Leave Bank Committee may not award more than ninety (90) days to any individual during his/her lifetime employment.
3. Employees, who meet the employment requirement above, and who have exhausted all sick, personal, and vacation leave, may petition the Sick Leave Bank Committee for a maximum of thirty (30) days. Employees may petition for additional days after the thirty (30) day allotment has been used but may request no more than thirty (30) days at a time.
4. The sick leave bank is a mandatory feature of this agreement; all members of Local 888, who have at least two years of continuous, full time service, are obliged to participate.
5. Employees who have exhausted sick leave, sick leave bank allotments, personal leave, and vacation leave, cease to accrue leave benefits while they are not in active service.

#### **SECTION F: REQUESTS FOR UNPAID MEDICAL LEAVE**

1. Any full-time employee with at least three (3) years of service in the Watertown School Department and who has exhausted all benefits may apply for a medical leave of absence without pay to recover from a personal illness. The request must be in the form of a letter to the Superintendent stating the reason for the leave and the letter must be accompanied by appropriate medical evidence.
2. If the unpaid medical leave is granted, the leave may not extend for more than one calendar year from the date of the approval request

3. With respect to Unit B, the unpaid medical leave benefits described in the first paragraph of this section shall be available to any employee who works twenty or more hours per week and who has completed three years of service in the Watertown School Department.

### **SECTION G: WORKER'S COMPENSATION**

1. Employees who are injured while performing the duties of their job are entitled to workers' compensation insurance benefits in accordance with the Town of Watertown policy.
2. Employees who are eligible for Workers' Compensation may draw upon accrued benefits (sick leave, vacation, and personal time) in order to continue to receive a full week's compensation. When employees receive their Workers' Compensation payments, the money from Workers' Compensation will be turned over to the Town of Watertown and applied to buy back accrued benefits used (in half day increments) and any other payroll deductions made on behalf of the employee. That portion of accrued time used by the employee which cannot be bought back will remain deducted from the employee's accrued time.

### **SECTION H: VACATION LEAVE**

#### **Unit A:**

Eligible employees shall be entitled to vacation leave as follows:

1. Employees who have been regularly employed by the Watertown School Department shall be eligible for paid vacation time according to the following schedule:
  - a. Employees who have completed six (6) months of service but have not yet completed one (1) year of service are entitled to one (1) week of paid vacation.
  - b. Employees who have completed one year of service but have not yet completed three years of service are entitled to two (2) weeks of paid vacation.
  - c. Employees who have completed three years of service but have not yet completed five years of service are entitled to three (3)
  - d. Employees who have completed five years of service, but have not yet completed ten years of service are entitled to four (4) weeks of paid vacation.
  - e. Employees who have completed ten (10) years of service, but have not completed twenty (20) years of service are entitled to five (5) weeks of paid vacation.
  - f. Employees who have completed twenty (20) years of are entitled to six (6) weeks of paid vacation

2. A person shall be deemed to be regularly employed if he/she has actually worked for the Watertown School Department after the first twelve (12) consecutive months as either a provisional or a permanent appointee of the School Department.
3. Accrual of vacation days shall be on the anniversary date of employment.
4. The said vacation periods shall be granted at such time or times during each calendar year as the School Committee shall determine will cause the least interference with the performance of the regular work load of the schools provided that all regular employees that come under this section shall be entitled to at least a two (2) week summer vacation period between the last week in June and the full week prior to the opening of school in September. Employees shall be entitled to the normal course to take a vacation day on the Friday preceding the Labor Day weekend, subject to the approval of the Department head.
5. If an employee is not able to take all his/her vacation leave due him/her during the above period, the remainder may be taken at the employee's convenience subject to (2) weeks' notice for vacation requests of one (1) week or more and seventy-two (72) hours' notice for vacation requests less than one week and the approval of the Director of Facilities and Transportation. Such approval shall not be unreasonably withheld
6. Split vacation time will be allowed for all members of Local 888. EXAMPLE: Monday-Friday combination, etc.

**Unit B:**

All employees hired before July 1, 2007 who have completed one work year (181 work days) will receive payment for their regularly scheduled work hours for school vacation shut downs including the holiday which falls within a vacation shut down. That is, for example, if a holiday falls within a school vacation week shutdown, the employee will receive payment for four (4) days' vacation plus one day for the holiday.

**SECTION I: EARLY RELEASE DAYS**

**Unit B:**

On those days which are designated as Early Release days for the school system, members of Local 888 may request to leave work prior to the end of their normal work schedule. This leave time is unpaid. The request must be made in advance and must be approved by the Director of Food Services to insure an adequate level of staffing for the Early Release schedule.

**ARTICLE VIII: RELEASE TIME FOR UNION ACTIVITIES**



The Committee agrees not to discharge or discriminate in any way against employees covered by this agreement for Union membership or activities.

1. Members of the Union designated by the Union (not more than two (2) members of Local 888 at any one time) will, subject to the approval of the Superintendent of Schools, be allowed time off for Union business without loss of pay or benefits and without the requirement to make up said loss of time, up to the maximum of ten (10) man days per year. All requests under this Article will be submitted to the Superintendent of Schools prior to commencing leave and approval for such leave will not be unreasonably withheld.
2. Night shift custodians may attend Union meetings without loss of pay one (1) evening a month. This is to be alternated in buildings having more than one custodian.

## **ARTICLE IX: UNION DUES DEDUCTION**

### **SECTION A:**

The Committee will authorize the deduction of Union Dues and/or assessment upon receipt of authorization of members of Local 888 who shall sign deduction cards, such cards to be supplied by Local 888. The town shall forward to the Secretary/Treasurer of Local 888 such deductions each month.

### **SECTION B:**

The Watertown School Committee agrees to require payment of dues, for all permanent and provisional personnel, equal to the sum retained by Local 888 after payment to Services Employees International Union, AFL-CIO. This will be a condition of employment pursuant to the agency service fee provision of Chapter 150E, Section 12, of the Massachusetts General Law. Local 888 agrees to indemnify and save the Watertown School Committee harmless for any action it may take pursuant to this provision, including any claims made against it by any employee or group of employees.

## **ARTICLE X: LEGAL HOLIDAYS**

### **SECTION A:**

For pay purposes, the term “legal holiday” refers to the day on which the holiday is celebrated. However, should a holiday fall on a Saturday, Friday will be considered the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday, except should school be in session on Friday or Monday as provided for in the previous

sentences, then a day mutually agreeable to both Local 888 and the Superintendent of Schools will be selected as the holiday.

**SECTION B:**

**Unit A:** Legal Holidays are as follows:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
PRESIDENTS' DAY	VETERANS' DAY
PATRIOTS' DAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS DAY
GOOD FRIDAY (when school is not in session)	

A half (1/2) holiday with pay on the day preceding Christmas and a half (1/2) holiday with pay on the day preceding New Year's Day for those who normally work on those days.

Any hours worked in excess of 4 hours on the 1/2 day preceding Christmas or 1/2 day preceding New Year's will be paid at time and one half.

When school is in session, those normally scheduled to work will be scheduled to work the day preceding Christmas. The overtime rate of time and one-half (1.5) will be paid for this time.

**SECTION C:**

Holiday pay will be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above his/her weekly salary, if he/she works.

The days before Christmas, New Year's Day, and Thanksgiving shall be shortened for all members of bargaining unit A. If Christmas Day or New Year's Day falls on a Saturday or a Sunday, the preceding Friday will be the day of the shortened schedule.

DAY SHIFT: 7:00 A.M. to 11:00 A.M.

SWING SHIFT: 12:00 P.M. to 4:00 P.M.

EVENING SHIFT: 11:00 A.M. to 3:00 P.M.

**Unit B:**

Employees in Unit B must complete at least thirty (30) working days of employment to be eligible for the individual holidays listed below:

COLUMBUS DAY  
VETERANS' DAY  
THANKSGIVING DAY  
CHRISTMAS DAY  
NEW YEAR'S DAY

MARTIN LUTHER KING DAY  
PRESIDENTS' DAY  
PATRIOTS'S DAY  
MEMORIAL DAY

The day before Thanksgiving will be shortened for all members of Unit B in the same portion as that day is shortened for members of Unit A. Employees will receive payment for their regularly scheduled work hours for any school holiday defined above.

In the event that the Veterans' Day holiday falls on a Saturday, Friday will be considered the holiday. If the Veteran's Day holiday falls on a Sunday, Monday will be considered the holiday. However, if school is in session on Friday or Monday as described in the previous sentences, then a day mutually agreeable to both Local 888 and the Superintendent of Schools (or his/her designee) will be selected as the holiday.

For Unit B, if the school year commences before Labor Day then Labor Day is a holiday.

## **ARTICLE XI: WORK CONDITIONS**

All time worked shall be kept daily by each employee using a biometric time clock system, chosen and implemented by the District. The District will set forth further instruction on use of the time clock upon the selection and implementation of the new time clock system.

The following sections set forth the working conditions for Unit A.

### **SECTION A: WORK DAY**

For personnel working the day shift and for summer hours, the workday shall be 7:00 A.M. to 3:30 P.M. consisting of eight (8) paid hours of work and one-half hour of unpaid lunch to be taken between 11:00 A.M. and 2:00 P.M.

For personnel working the swing shift, the working hours shall be 12:00 P.M. to 8:00 P.M., with 1/2 hour working dinner, in the building.

For personnel working the evening shift, the working hours shall be 3:00 P.M. to 11:00 P.M. with 1/2 hour for dinner, in the building, which shall be included in the eight (8) hour work day.

For personnel working the late night shift, the working hours shall be 11:00 P.M. to 7:00 A.M. with 1/2 hour for lunch, in the building.

If an employee volunteers or is required to work during his/her lunch break, the employee must work eight (8) hours that day in order to receive overtime for the worked lunch break, because overtime accrues after eight (8) hours in a workday, or forty (40) hours in a week. This does not apply to any employee on the swing shift and the night shift.

Employees are not to leave their assigned areas during their work period without notification to the proper authority.

During the months of July and August, members of Local 888 may request changes in the start and end times for the workday. Such requests (flexible schedule) will be reviewed and are subject to the approval of the Superintendent of Schools or his/her designee.

While start and end times may vary, each member will work a full shift.

The School Committee reserves the right to institute other shifts than those noted above in the interest of the health, safety, and welfare of the school system, subject to negotiation.

The parties agree that all work customarily performed by bargaining unit members shall continue to be performed exclusively by bargaining unit members with the exception of the driving and maintenance of buses and the cleaning of the High School building.

During the school year, a weekend swing shift may be implemented at the High School. The working hours shall be 8:00am to 4:00pm Saturday through Sunday with ½ hour unpaid lunch to be taken between 11:00am and 2:00pm, and; 3:00pm to 11:00pm Monday through Wednesday with a ½ hour working dinner in the building.

It is understood that the storekeeper will be assigned to perform facilities duties for the duration of his/her shift, when in the exclusive judgment of his/her manager, he/she is not needed in the café.

## **SECTION B: WORKWEEK**

The workweek shall be from Monday through Friday, inclusive. There shall be no staggering of hours on any schedule of any employee for the purpose of eliminating overtime.

## **SECTION C: CALLBACKS**

1. The School Administration will establish a list of bargaining unit members who will be called to respond whenever security requires the services of an employee to be on the scene. The list will be composed in such a manner where the senior custodian and the Local 888 staff members assigned to said building will be given priority status on all security callbacks and lists. Volunteers from Local 888 will follow on said callback lists by seniority. Maintenance related callbacks will be prioritized according to the related trade.

Any member who refuses three callbacks during the period will be removed from the list. The School Administration will approve the list and monitor its effectiveness.

Employees responding to a callback will be responsible for notifying the Administration immediately of any problems affecting the operation of any building, such as serious vandalism or other damage.

2. This service will be compensated at the rate of time and one half for a minimum of two (2) hours.
3. Emergency calls received between the hours of Midnight and 6:00 A.M. will receive a three (3) hour minimum compensation at the rate of time and one-half.
4. If the building security problem is generated by the neglect of the custodial staff, there will be no compensation.
  - a. EXAMPLES: (1) alarm not set or (2) door not secured
5. Any employee who is out of work due to workers' compensation shall be ineligible for callbacks.
6. Any employee who is out ill (not job related) and takes a callback during the work week, will not be paid for the callback if the employee does not report to work on the next day.

It is understood and agreed that, to the extent possible, the callback system shall be conducted on a rotating basis.

#### **SECTION D: BUILDING CHECKS**

Starting November 1 of each year and continuing through and including March 31, weekend building checks will be carried out after 4:00 p.m. on Saturday and before 2:00 p.m. on Sunday and on each school holiday occurring during that period if the weather falls below 32 degrees FH. All other months, checks will be authorized when the Superintendent or his/her designee determines a check is required for safety or severe weather conditions.

Employees who perform building checks shall receive a minimum of two hours pay for each check.

#### **SECTION E: SNOW REMOVAL**

1. In the event of a snowstorm, the School Administration will oversee snow removal. Upon proper authority, he/she may call in for snow removal one or more employee not on duty. These persons shall be paid at the rate of time and one-half

per hour. Temporary employees may be used for snow removal. Employees working the shifts will assist in the removal of snow.

2. For weekends and holidays:

A four (4) hour minimum at the rate of **time and one-half [TW1]** per hour for bargaining unit members on duty. The Administration will oversee snow removal during these occasions. Upon proper authority, he/she may call in one or more employees not on duty. Temporary employees may be used for snow removal. Local 888 is responsible for snow and ice removal from all parking lots, sidewalks, stairs in and around all school department properties (including temporary locations as designated as such by the Superintendent).

Employees shall be paid **double [TW2]** time for snow removed on weekends and holidays

**SECTION F: OVERTIME RATE**

1. Overtime rate will be paid at the rate of time and one-half of an employee's hourly rate.
2. The employer shall make every reasonable effort to distribute overtime as equitably as possible within each building and system wide.
3. Overtime is defined as any hours worked in excess of the regular work day or work week as specified in Article XI, Sections A and B.
4. Swing shift, evening and late night staff may be assigned to day work during school vacation periods.
5. The first half-hour of overtime work for any employee on the swing shift shall be at straight time; thereafter, time and one-half shall be paid.
6. Employees should be notified as far in advance as possible.

**SECTION G: DETAILS**

1. Details are assigned to ensure the security of a building and the cleanup after activities in buildings where no custodian is assigned.
2. Details will be assigned for all hall rental and non-school activities in buildings where regular custodial shifts are scheduled. The detail is responsible to assist those running the activity (set-up and clean up) and to maintain the security of the area. At the Phillips School, or where a regular full-time custodian is not assigned, the detail may be required to perform cleaning duties for the School Department

during any time when the activity does not require the services of the detail. The School Department will not assign duties in areas, which would make the detail inaccessible to the activity.

3. Details will be assigned for school activities in buildings where regular custodial shifts are scheduled when those activities will result in heavy clean up. The Director for Facilities and Transportation will determine, with the Building Principal, if additional services will be needed.
4. Exclusions to required detail assignments in any building are:
  - a) Scout groups
  - b) Community non-profit activities
  - c) School PTO/PTSO Meetings (These require the presence of the Building Principal, or his/her designee)
  - d) Subcommittee meetings of the School Committee
  - e) School Committee meetings in a night shift building
  - f) The Watertown Recreation Department will provide its own supervisors for student related activities. Such activities may continue through 8:30 P.M. on Mondays through Fridays when school is in session. On the decision of the Director of Business Services, if the Watertown Recreation Department leaves the building in an unsatisfactory condition, they may be assessed the cost of putting the building in satisfactory condition. (The Principal and the Senior Custodian will determine the building's status and contact the Director of Business Services.)
  - g) Watertown Adult Education (The Director of Community Education is responsible for security of the building operating in all buildings other than the High School).
  - h) Parent Group activities.

In general, a Parent Group activity will not require a detail. On the decision of the Director of Business Services, a Parent Group may be assessed a fee if the activity affects the cleanliness of the building. Parent Group activities must be scheduled to end at 10:30 P.M. on evenings from Monday through Friday when school is in session.

Parent Group activities scheduled on a weekend will require a detail of a minimum of three (3) hours. This time may be allocated as appropriate for the needs of the activity. While the member assigned to the detail is not required to be present for the duration of the activity, the member will be required to complete designated tasks regarding the detail and the parent group assumes responsibility for the security of the building during the remaining activity time (Subject to the review of designated tasks and Release from Duty form by Parents – Attached)

When any of the above activities leave behind excessive work for the custodial staff, this shall be reported by the Principal to the Director of Business Services to correct the situation.

5. Additional requirements:
  - a) In general, the person assigned to the detail will arrive one-half hour before, and remain one-half hour after the scheduled event.
  - b) The primary responsibility of the custodian is to maintain the security of the building and provide service to the individuals holding the event.
  - c) The custodian is not to leave the building at any time during a detail and must be visible and available to the event sponsors.
  - d) The custodian/s serving the detail assignment will perform all cleaning tasks related to the activity during the time allotted.
  - e) The custodian/s serving the detail will be responsible for securing the building before his/her responsibilities end.
  - f) Details will be assigned equitably within each building and system-wide to the extent possible.
  - g) Compensation for the detail will be at the rate of time and one-half per hour for a minimum of three (3) hours.
  - h) It is agreed between the parties that members of Local 888 will not withhold services for these functions.
  - i) The final decision of whether or not a custodian is required rests with the Superintendent of Schools, or his/her designee.
  - j) When a non-school activity is scheduled but is cancelled less than twenty-four (24) hours in advance of the event, the custodian will be compensated at no less than three (3) hours time at a rate of time and one-half.  
(EXCEPTION: storm or emergency)
  - k) The Superintendent of Schools may require more than a one (1) man detail for certain activities.  
EXAMPLES: Class Banquet/heavy cleaning/unusually large crowds
  
6. If Union membership is not available, the Watertown Public Schools may contract for non-union personnel to perform these tasks.

## **SECTION H: PROMOTIONS AND ACTING SENIORS**

### **Unit A:**

1. Any custodian being promoted shall be placed on the salary step, which is at least \$200.00 more annually than his/her current rate.
  
2. Any custodian working out of grade will be paid at the higher pay rate after fourteen (14) consecutive working days of such work, retroactive to the first day thereof.
  
3. If the school department fills a vacancy in the position of senior custodian on a provisional basis, and there is then within the unit one or more union custodians who are employed on a permanent basis and who meet the proposed requirements



for appointment to senior custodian and possess the knowledge, skill, and ability to perform the duties of that position and who possess a satisfactory work history, it shall make the provisional appointment from among such individuals. In the event that more than one individual applies and whose knowledge, skill and ability and work history is relatively equal, the more senior individual will be appointed.

**Unit B:**

1. Full time hours shall be from 7:30 A.M. to 3:30 P.M. All other shifts or schedules shall be considered part-time. Employees are not to leave the building during their work schedule without notification to the proper authority.
2. The School Committee reserves the right to institute other shifts other than those noted above in the interest of health, safety, and welfare of the school system, subject to negotiation.
3. Any employee working as an acting manager will be paid at the manager's rate of pay after fourteen (14) consecutive working days of such work, retroactive to the first day thereof.
4. Employees shall report to work for their normal scheduled hours on those days, which call for a delayed school opening due to weather or other unanticipated conditions.

Reasonable accommodation will be made for those employees who must report late due to child care or similar needs but scheduled time not worked will be unpaid.

5. All employees will be paid for snow days during the school year on which no school is held.

**SECTION I: WORKWEEK**

The workweek shall be from Monday through Friday, inclusive. There shall be no staggering of time on any schedule of any employees for the purpose of eliminating overtime.

**SECTION J: OVERTIME RATE OF PAY**

1. Overtime work will be paid at the rate of time and one-half of the employee's hourly salary rate.
2. The employer shall make every reasonable effort to distribute overtime as equally as feasible within each cafeteria.
3. Overtime is defined as any work in excess of eight (8) hours per day.

**SECTION K: PROMOTIONS AND ACTING MANAGER/CASHIER**

1. Any employee being promoted shall be placed on the step which is at least \$200.00 annually more than his/her current rate.
2. Any employee temporarily working as a manager or cashier after fourteen (14) working days will be paid at the rate of \$200.00 annually, prorated over the period in which the employee works as a manager or cashier.

**SECTION L:**

In the event of an urgent or unforeseen situation, the committee may subcontract work or transfer bargaining unit work, in whole, or in part, at its discretion, provided the subcontracting is not intended to fill vacated regular scheduled work hours, cause elimination of overtime or layoff in the unit. When practicable, the administration will provide adequate notice to SEIU888 and seek volunteers from the bargaining unit.

**ARTICLE XII: VACANCIES**

**SECTION A: DEFINITION**

A vacancy is an opening caused by promotion, death, retirement, resignation, discharge, or the availability of new positions. Nothing herein shall preclude management from deciding to abolish or not fill a position.

**SECTION B: VACANCY NOTIFICATION**

When a vacancy occurs, notification of the position shall be posted in electronically on the District's job posting website for not less than one (1) week prior to the closing date for applications. The notice shall indicate the name of the school or building, the title of the available position, and the specific duties and hours of the position.

**SECTION C: TIME OF APPLICATION FOR VACANCIES**

Employees who wish to be considered for the available position must make written application to the Superintendent or designee. Applications must be submitted during the posting period.

**SECTION D: SENIORITY**

Vacancies will be filled by the Superintendent, or designee, in accordance with Civil Service procedures.

In filling vacancies, the following factors will be considered:

- a) Length of service from date of original permanent appointment in classification;
- b) Knowledge, training, ability, skill, and efficiency of applicant;
- c) Physical fitness of applicant;
- d) Leadership qualities.
- e) Satisfactory work history

Where factors “b”, “c”, and “d” are relatively equal, the length of service from date of original permanent appointment shall govern.

In the event that the senior applicant for the position is not selected, the appointing authority shall, upon written request by the Union, submit reasons in writing why said senior employee was not selected to fill the position. The appointing authority shall be the sole judge of qualifications and ability, provided that such judgement shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

#### **SECTION E: POSTING OF POSITION**

1. Positions shall be posted in all buildings within twenty (20) working days of receipt of written notification of the vacancy. Vacancies shall be filled on a permanent basis within twenty (20) calendar days after the posting period has expired, provided that a qualified applicant has bid on the position. In the event that the School Committee is unable to comply with the time limits established in this section, due to reasons beyond its control, it shall fill the positions as soon as possible thereafter.
2. Any employee who is appointed to a vacant position provisionally or temporarily may bump back into the position that he/she last occupied in the event that another employee is appointed to the vacancy on a permanent basis.
3. A representative of Local 888 Executive Board shall be permitted to attend all interviews of candidates for initial hire into a bargaining unit position, and the appointing authority or his/her designee shall solicit and give reasonable consideration to the views of the representative in connection with making his/her appointment decision.

#### **SECTION F: RESTRICTIONS**

No employee shall be restricted from applying for any position. No one shall be forced to accept any transfer or make application for any position without just cause. However, if it is necessary to transfer an employee from one building to another in the interest of greater efficiency, the Superintendent of School shall meet with the employee and/or not more than two (2) members of the Union to present and discuss the reasons. The final decision shall remain with the Superintendent of Schools. However, if the employee is aggrieved, he/she shall be entitled to file a grievance under Article II of the agreement.

The preceding provisions shall not apply to transfers of custodians (other than senior custodians) or school workers from one building to another on the same shift.

Any employee now working days will not be required to work nights or high school weekend swing shift except as agreed to by the parties. Any employee working nights will not be transferred to the high school weekend swing shift except as agreed to by the parties.

### **SECTION G: OPENINGS**

Employees who are presently employed on night duty will have preference for a transfer to other shifts.

### **SECTION H**

Vacancies, except when the vacancy is temporary due to an approved leave of absence, may be filled by the substitute for no more than 3 months. After 3 months, the position will be posted and filled according to the provisions of this contract. Longevity and seniority will be based on the first day of employment.

## **ARTICLE XIII: EVALUATION PROCESS**

### Annual Evaluation/Goal Setting Conference

Each employee will meet with his/her primary evaluator between April and June in order to complete and evaluation of the employee's performance, to assess the employee's achievement of established goals, and to set goals for the upcoming year.

A draft of the evaluation will be given to the employee 24 hours before the conference. The final draft of the evaluation will be prepared after the discussion at the conference and will be signed by the evaluator and the employee. The employee is encouraged to comment on the evaluation. Employee comments will be considered part of the evaluation materials.

The Assistant Superintendent will resolve any disagreements between the evaluators and the employee regarding the content of the evaluation and goals.

If an employee receives an unsatisfactory evaluation, the primary evaluator, the supplementary evaluator, and the employee will develop a plan to improve the employee's performance in the areas of concern. This plan will become part of the evaluation materials and will identify resources which the School Department will dedicate to assist the employee in the remediation process. The primary evaluator will convene the group and will write the plan.

**Personnel File**

The final evaluation, the goal setting form, and any employee comments will become part of each employee’s personnel file.

**Evaluators**

Most employees will have a primary and a supplementary evaluator. The primary evaluator will be the Director for Facilities and Transportation for all Unit A staff. The primary evaluator writes the employee’s evaluation. The supplementary evaluator for Unit A staff will be the Building Principal.

The Director of Food Services, or his/her designee, will be the Primary Evaluator for all Unit B staff and the Storekeeper. (See attached Evaluation Tool) The tool is a combination of numerical ratings for each category and narrative with the exception of the Professional Development segment, which will be strictly narrative.

\*\* The tool will be utilized the first year of the contract on an experimental basis to judge its effectiveness. If it is found to be too cumbersome and ineffective, the Evaluation Sub-Committee will reconvene to address those issues and, if necessary, redesign the tool. This agreement in no way implies that the results of that first year’s evaluations will be nullified if the tool is found lacking.

DFFT = Director for Facilities and Transportation

Supplementary

<b>Position</b>	<b>Primary Evaluator</b>	<b>SUP/Evaluator</b>
Custodians	DFFT	Building Principal
Maintenance Workers	DFFT	Dir of Bus Svcs
Cafeteria Workers	Cafeteria Manager	Dir. of Food Svcs.
Cafeteria Manager	Dir. of Food Svcs.	Building Principal
Motor Equipment Op/ Storekeeper	Dir. of Food Svcs.	Building Principal

**ARTICLE XIV: SAFETY PRECAUTIONS**

Every employee must be safety conscious and make every effort to follow safety precautions in connection with his/her work and to eliminate safety hazards for students and staff.

Every employee is responsible for reporting safety hazards which he/she cannot immediately eliminate to his/her immediate supervisor or the Building Principal.

## **ARTICLE XV: CHILDREN IN WATERTOWN PUBLIC SCHOOLS**

On a space available basis, the children of bargaining unit members will be permitted to attend the Watertown Schools under the same policy governing professional staff members.

## **ARTICLE XVI: PERSONNEL REPORTS**

No materials derogatory to any employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review such materials. Employees may sign the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material within thirty (30) calendar days from placement in the personnel file and his/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy.

The following procedure will be followed when any material of a derogatory nature is to be placed in an employee's personnel file:

1. The employee will receive a copy of the document and will have ten (10) business days to review and sign the document. A copy of the document will be forwarded to the Superintendent or his/her designee.
2. If the employee's signature is affixed to the document and submitted within ten (10) business days, the Superintendent or designee will also sign the documents and have the material placed in the employee's personnel file.
3. If a signed document is not received within ten (10) business days, the Superintendent or designee will contact the employee to ensure that said employee was afforded the opportunity to sign the documents.
4. The addition to a personnel file of such materials, without the signature of the employee, will include a note from the Superintendent or designee indicating that the opportunity to sign was afforded and that said employee declined.

## **ARTICLE XVII: SALARIES AND OTHER COMPENSATION**

All members must have their checks directly deposited into their bank account(s).

### **SECTION A: LONGEVITY**

The following schedule lists the sum of money, which shall be added to the annual compensation of each employee under this agreement who has completed the number of years of continuous employment noted next to the sum of money. The longevity payment shall continue to be made on a calendar year quarterly basis.

Continuous Years of Employment	Longevity Payment
5 through 9 years	\$425
10 through 14 years	\$925
15 through 19 years	\$1025
20 through 24 years	\$1,125
25 years or more	\$1,225

Interruption of such employment for the purpose of performing military service shall not be deemed to break the continuity of service under this agreement, provided that no employment other than military service is entered into by the employee during the period of said interruption.

### **SECTION B: SICK LEAVE BUY BACK**

When a person employed under this agreement retires from the Watertown Public School System he/she shall be compensated for thirty percent (30%) of his/her accumulated sick leave, based on the rate of \$80.00 per day with a cap of **\$3,000**.

Any employee who retires from the system and has been employed for thirty (30) weeks from January 1st of the current calendar year shall be entitled to fifteen (15) days sick leave.

### **SECTION C: UNIFORM ALLOWANCE**

#### **Requirements:**

Effective July 1, 2001, all members of Local 888 are required to be identifiable as such at all times. Only articles of clothing listed below are considered to be required uniform apparel:

Any uniform purchases made for FY01 must be made from within this list of specified articles of clothing (within specified spending amounts). Nicknames may NOT be shown on any uniform apparel.

Unit A Uniform Specifications\*

TYPE:	# REQ'D:
BLUE/BLACK	
WEARGAURD TOUGH & LITE JACKET	1

NAVY BLUE/BLACK	
PANTS WEARGAURD JEANS OPTION #1	5
PANTS WEARGAURD DURA PRESS OPTN #2	5
SHORTS WEARGUARD JEANS OPTION #1	3
SHORTS WEARGUARD DURA PRESS OPTN #2	3

NAVY BLUE	
WEAR TUFF POLO SHIRTS LONG OPTION # 1	5
WEAR TUFF POLO SHIRTS SHORT OPTN # 1	5
WEAR TUFF "T" SHIRT**	5

NAVY BLUE	
WRGRD DURA PRESS SHIRTS LNG OPTN # 2	5
WRGRD DURA PRESS SHIRTS SHT OPTN # 2	5

NAVY BLUE	
WEARGAURD COLOR TEAM SWEATSHIRT	3

7 INCH STEEL TOED WORK BOOTS

\*WHITE IS ACCEPTABLE FOR PAINTER/RIGGER PAINTING APPAREL

\*\*Tee Shirts are not to be worn during School Time. Employees will be considered out of uniform when Tee Shirts are worn when school is in session. Uniform shorts may be worn when local temperature rises above 70 degrees F.

ANNUAL UNIFORM PURCHASES MUST BE MADE BY JUNE 1 (6/1) of the calendar year.

Unit B Uniform Specifications



TYPE:	
WHITE	
WEARGUARD KNIT POLO SHIRTS	5
BLACK	
WEARGUARD HEAVY DUTY WORK PANTS	5
BLACK	
WEARGUARD COBBLER APRON	5
WEARGUARD VISOR	2
WHITE OR BLACK	1
RUBBER SOLED SLIP RESISTANT FOOTWEAR MUST COVER ENTIRE FOOT	

The Director for Facilities and Transportation (Unit A) and/or the building Principal and the Director of Food Services (Unit B) and/or the building Principal may determine that an employee’s appearance does not meet an acceptable standard and may require the employee to purchase new uniform items.

**Purchases:**

Unit A:

Effective fiscal year 2014, employees new to the Unit will receive \$650.00 for uniforms and \$150.00 for boots. Existing employees will receive \$550.00 and \$150.00 for boots. The clothing allowance will include the ability to purchase essential weather related clothing including hats, gloves, winter boots, parkas, coveralls, rain gear, belts and socks. The allowance shall be paid in a lump sum before or on August 15<sup>th</sup> of each year.

Unit B:

Effective fiscal year 2014, employees will be given an allowance of \$500.00 for uniforms and hats and \$75.00 for footwear annually. Unit B employees shall be responsible for purchasing their own clothing. The Store Room Helper will not be required to wear the uniform and shall not receive the uniform allowance. Amount for clothing allowance for Unit B shall be changed to provide for two (2) equal payments a year of amounts owed. One payment in October and one payment in January. All items purchased through this process are subject to review by the Director of Food Services. Only work related apparel will be approved.

**SECTION D: SALARY SCHEDULES**

Employees shall be paid according to the rates contained in the salary schedules in Appendix B.

Rates shall increase as follows:

FY17 – 2.25%

FY18 – 2%

FY19 – 2%

**SECTION E: SHIFT DIFFERENTIAL**

Employees working the 12:00 – 8:00 P.M. shift shall receive an extra two and one-half percent (2.5%) as the shift differential; employees working the 3:00 – 11:00 P.M. shift shall receive an extra five (5%) as a shift differential. Employees working the 11:00 P.M. – 7:00 A.M. shift shall receive an extra ten- percent (10%) as the shift differential . Employees working the weekend swing shift at the high school shall receive an additional five percent (5%) as a shift differential.

**SECTION F:** (language deleted )

**SECTION G: LAYOFFS**

In the event of layoffs caused by declining enrollments and/or building closings, there will be an application of the seniority process in reverse order.

When a building closes, the senior custodian will lose his senior status with the closing of the building. He/she will be entitled to bump the most junior senior custodian. If there are no senior custodians junior to the employee, the employee may bump into the next lowest title. The affected senior will be recalled to senior status when a vacancy occurs in that classification.

**SECTION H:** reserved for future use

**SECTION I:**

A stipend paid at the rate of \$850 per year will be made available to a bargaining unit member as compensation for assuming the duties of issuing and monitoring completion of work orders to maintenance employees.

A stipend paid at the rate of \$850 per year will be made available to a bargaining unit member as compensation for assuming the duties of locksmith

**ARTICLE XVIII: WAIVER**

The Committee and Local 888 agree that each has had a right to bargain for any provision that they wished in this contract. Each expressly waives the right to reopen the contract for any further demands or proposals and agrees that the present contract constitutes a

complete agreement on all matters, and that if other proposals have been made, they have been withdrawn in consideration of this agreement.

**ARTICLE XIX: DURATION**

This Agreement shall remain in force from July 1, 2016 through June 30, 2019. Either party, upon written notice to the other, may request to renegotiate this Agreement to become effective July 1, 2019.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals.

WATERTOWN SCHOOL COMMITTEE  
BY:

SERVICE EMPLOYEES UNION  
INTERNATIONAL LOCAL 888  
BY:

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## APPENDIX A: SALARY SCALE

### Unit A

<b>Junior Custodian: Day (JRDA)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$18.23	\$38,064.24	\$18.59	\$38,815.92	\$18.96	\$39,588.48
2	\$19.14	\$39,964.32	\$19.52	\$40,757.76	\$19.91	\$41,572.08
3	\$20.11	\$41,989.68	\$20.51	\$42,824.88	\$20.92	\$43,680.96
4	\$21.11	\$44,077.68	\$21.53	\$44,954.64	\$21.96	\$45,852.48
5	\$22.19	\$46,332.72	\$22.63	\$47,251.44	\$23.08	\$48,191.04

<b>Junior Custodian: Night (JRNT)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$19.14	\$39,964.32	\$19.52	\$40,757.76	\$19.91	\$41,572.08
2	\$20.11	\$41,989.68	\$20.51	\$42,824.88	\$20.92	\$43,680.96
3	\$21.11	\$44,077.68	\$21.53	\$44,954.64	\$21.96	\$45,852.48
4	\$22.19	\$46,332.72	\$22.63	\$47,251.44	\$23.08	\$48,191.04
5	\$23.29	\$48,629.52	\$23.76	\$49,610.88	\$24.24	\$50,613.12

<b>Senior 1 Custodian: Day (SR1D)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$19.52	\$40,757.76	\$19.91	\$41,572.08	\$20.31	\$42,407.28
2	\$20.51	\$42,824.88	\$20.92	\$43,680.96	\$21.34	\$44,557.92
3	\$21.51	\$44,912.88	\$21.94	\$45,810.72	\$22.38	\$46,729.44
4	\$22.60	\$47,188.80	\$23.05	\$48,128.40	\$23.51	\$49,088.88

5	\$23.73	\$49,548.24	\$24.20	\$50,529.60	\$24.68	\$51,531.84
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<b>Senior 1 Custodian: Night (SR1N)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$20.51	\$42,824.88	\$20.92	\$43,680.96	\$21.34	\$44,557.92
2	\$21.51	\$44,912.88	\$21.94	\$45,810.72	\$22.38	\$46,729.44
3	\$22.60	\$47,188.80	\$23.05	\$48,128.40	\$23.51	\$49,088.88
4	\$23.73	\$49,548.24	\$24.20	\$50,529.60	\$24.68	\$51,531.84
5	\$24.92	\$52,032.96	\$25.42	\$53,076.96	\$25.93	\$54,141.84

<b>Senior 2 Custodian: Day (SR2D)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$20.18	\$42,135.84	\$20.58	\$42,971.04	\$20.99	\$43,827.12
2	\$21.19	\$44,244.72	\$21.61	\$45,121.68	\$22.04	\$46,019.52
3	\$22.25	\$46,458.00	\$22.70	\$47,397.60	\$23.15	\$48,337.20
4	\$23.35	\$48,754.80	\$23.82	\$49,736.16	\$24.30	\$50,738.40
5	\$24.51	\$51,176.88	\$25.00	\$52,200.00	\$25.50	\$53,244.00

<b>Senior 2 Custodian: Night (SR2N)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$21.19	\$44,244.72	\$21.61	\$45,121.68	\$22.04	\$46,019.52
2	\$22.25	\$46,458.00	\$22.70	\$47,397.60	\$23.15	\$48,337.20
3	\$23.35	\$48,754.80	\$23.82	\$49,736.16	\$24.30	\$50,738.40
4	\$24.51	\$51,176.88	\$25.00	\$52,200.00	\$25.50	\$53,244.00
5	\$25.73	\$53,724.24	\$26.24	\$54,789.12	\$26.76	\$55,874.88

<b>Senior 3 Custodian: Day (SR3D)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$21.18	\$44,223.84	\$21.60	\$45,100.80	\$22.03	\$45,998.64
2	\$22.24	\$46,437.12	\$22.68	\$47,355.84	\$23.13	\$48,295.44
3	\$23.34	\$48,733.92	\$23.81	\$49,715.28	\$24.29	\$50,717.52
4	\$24.52	\$51,197.76	\$25.01	\$52,220.88	\$25.51	\$53,264.88
5	\$25.75	\$53,766.00	\$26.27	\$54,851.76	\$26.80	\$55,958.40

<b>Custodian Swing (SWIN)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$19.14	\$39,964.32	\$19.52	\$40,757.76	\$19.91	\$41,572.08
2	\$20.09	\$41,947.92	\$20.49	\$42,783.12	\$20.90	\$43,639.20
3	\$21.09	\$4,4035.92	\$21.51	\$44,912.88	\$21.94	\$45,810.72
4	\$22.16	\$4,6270.08	\$22.60	\$47,188.80	\$23.05	\$48,128.40
5	\$23.25	\$4,8546	\$23.72	\$49,527.36	\$24.19	\$50,508.72

<b>Maintenance: Carpenter (CARP)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$22.93	\$47,877.84	\$23.39	\$48,838.32	\$23.86	\$49,819.68
2	\$24.10	\$50,320.80	\$24.58	\$51,323.04	\$25.07	\$52,346.16
3	\$25.29	\$52,805.52	\$25.80	\$53,870.40	\$26.32	\$54,956.16
4	\$25.78	\$53,828.64	\$26.30	\$54,914.40	\$26.83	\$56,021.04
5	\$28.17	\$58,818.96	\$28.73	\$59,988.24	\$29.30	\$61,178.40

<b>Maintenance: Craftsman - Night (CRFN)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$21.56	\$45,017.28	\$21.99	\$45,915.12	\$22.43	\$46,833.84
2	\$22.65	\$47,293.20	\$23.10	\$48,232.80	\$23.56	\$49,193.28
3	\$23.78	\$49,652.64	\$24.26	\$50,654.88	\$24.75	\$51,678.00
4	\$24.98	\$52,158.24	\$25.48	\$53,202.24	\$25.99	\$54,267.12
5	\$26.24	\$54,789.12	\$26.76	\$55,874.88	\$27.30	\$57,002.40

<b>Maintenance: Craftsman - Day (CRFD)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$20.54	\$42,887.52	\$20.95	\$43,743.60	\$21.37	\$44,620.56
2	\$21.56	\$45,017.28	\$21.99	\$45,915.12	\$22.43	\$46,833.84
3	\$22.65	\$47,293.20	\$23.10	\$48,232.80	\$23.56	\$49,193.28
4	\$23.78	\$49,652.64	\$24.26	\$50,654.88	\$24.75	\$51,678.00
5	\$24.98	\$52,158.24	\$25.48	\$53,202.24	\$25.99	\$54,267.12

<b>Maintenance: Electrician (ELEC)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$25.29	\$52,805.52	\$25.80	\$53,870.40	\$26.32	\$54,956.16
2	\$26.56	\$55,457.28	\$27.09	\$56,563.92	\$27.63	\$57,691.44
3	\$27.87	\$58,192.56	\$28.43	\$59,361.84	\$29.00	\$60,552.00
4	\$29.27	\$61,115.76	\$29.86	\$62,347.68	\$30.46	\$63,600.48
5	\$30.73	\$64,164.24	\$31.34	\$65,437.92	\$31.97	\$66,753.36

<b>Maintenance: Helper (HELP)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$18.71	\$39,066.48	\$19.08	\$39,839.04	\$19.46	\$40,632.48
2	\$19.67	\$41,070.96	\$20.06	\$41,885.28	\$20.46	\$42,720.48
3	\$20.63	\$43,075.44	\$21.04	\$43,931.52	\$21.46	\$44,808.48
4	\$21.68	\$45,267.84	\$22.11	\$46,165.68	\$22.55	\$47,084.40
5	\$22.76	\$47,522.88	\$23.22	\$48,483.36	\$23.68	\$49,443.84

<b>Maintenance: Mechanic (MECH)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$22.60	\$47,188.80	\$23.05	\$48,128.40	\$23.51	\$49,088.88
2	\$23.73	\$49,548.24	\$24.20	\$50,529.60	\$24.68	\$51,531.84
3	\$24.90	\$51,991.20	\$25.40	\$53,035.20	\$25.91	\$54,100.08
4	\$26.15	\$54,601.20	\$26.67	\$55,686.96	\$27.20	\$56,793.60
5	\$27.45	\$57,315.60	\$28.00	\$58,464.00	\$28.56	\$59,633.28

<b>Maintenance: Plumber (PLUM)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$25.29	\$52,805.52	\$25.80	\$53,870.40	\$26.32	\$54,956.16
2	\$26.56	\$55,457.28	\$27.09	\$56,563.92	\$27.63	\$57,691.44
3	\$27.87	\$58,192.56	\$28.43	\$59,361.84	\$29.00	\$60,552.00
4	\$29.27	\$61,115.76	\$29.86	\$62,347.68	\$30.46	\$63,600.48
5	\$30.73	\$64,164.24	\$31.34	\$65,437.92	\$31.97	\$66,753.36



<b>Maintenance: Painter (PNTR)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$21.77	\$45,455.76	\$22.21	\$46,374.48	\$22.65	\$47,293.20
2	\$22.84	\$47,689.92	\$23.30	\$48,650.40	\$23.77	\$49,631.76
3	\$23.99	\$50,091.12	\$24.47	\$51,093.36	\$24.96	\$52,116.48
4	\$25.19	\$52,596.72	\$25.69	\$53,640.72	\$26.20	\$54,705.60
5	\$26.45	\$55,227.60	\$26.98	\$56,334.24	\$27.52	\$57,461.76

<b>Maintenance: Storekeeper (STKP)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$18.79	\$39,233.52	\$19.17	\$40,026.96	\$19.55	\$40,820.40
2	\$19.73	\$41,196.24	\$20.12	\$42,010.56	\$20.52	\$42,845.76
3	\$20.73	\$43,284.24	\$21.14	\$44,140.32	\$21.56	\$45,017.28
4	\$21.76	\$45,434.88	\$22.20	\$46,353.60	\$22.64	\$47,272.32
5	\$22.84	\$47,689.92	\$23.30	\$48,650.40	\$23.77	\$49,631.76

Unit B

<b>Food Service (SFDH)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$14.33	\$29,806.40	\$14.62	\$30,409.60	\$14.91	\$31,012.80
2	\$15.32	\$31,865.60	\$15.63	\$32,510.40	\$15.94	\$33,155.20

<b>Food Service Manager (FSDS)</b>						
	2016 – 2017 (2.25%)		2017 – 2018 (2%)		2018 – 2019 (2%)	
Step	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$17.41	\$36,212.80	\$17.76	\$36,940.80	\$18.12	\$37,689.60
2	\$18.14	\$37,731.20	\$18.50	\$38,480.00	\$18.87	\$39,249.60
3	\$18.81	\$39,124.80	\$19.19	\$39,915.20	\$19.57	\$40,705.60

## APPENDIX B: EVALUATION FORM

EVALUATION FORM  
WATERTOWN PUBLIC SCHOOLS  
WATERTOWN, MASSACHUSETTS  
PERFORMANCE EVALUATION INSTRUMENT-LOCAL 888

NAME: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

SCHOOL EVALUATOR: \_\_\_\_\_

To Evaluators: Specific documentation should accompany general statements about an employee's performance. In cases where comments of a negative nature are made, specific, supporting details must be included.

### I. PERFORMANCE OF ASSIGNED DUTIES

*Understands responsibilities, demonstrates appropriate skills, shows initiative, demonstrates resourcefulness, requires minimal supervision, accomplishes tasks, meets deadlines, is thorough, is reliable.*

Rating: 1	2	3	4	5
Poor		Average		Excellent

Comments:

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### II. INTERPERSONAL RELATIONSHIPS:

*Works cooperatively with administration, staff, students and co-workers, responds appropriately to suggestions, demonstrates a positive attitude.*

Rating: 1	2	3	4	5
Poor		Average		Excellent

Comments:

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IV GOAL SETTING FOR NEXT EVALUATION CYCLE

Signature Of Evaluatee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Of Primary Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Of Secondary Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Date And Duration Of Conference: \_\_\_\_\_

This evaluation has been reviewed by  
the Director of Personnel: \_\_\_\_\_ Date: \_\_\_\_\_

Copies to:

Original: Employee's personnel file

Copy #1 Employee's copy

Copy # 2 Evaluator's copy