

Agreement

between

THE SCITUATE SCHOOL COMMITTEE

and

American Federation of State, County and Municipal Employees
AFL, CIO State Council 93, Local 1700

SCITUATE SCHOOL CUSTODIANS

July 1, 2022 – June 30, 2025

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This agreement made and entered into this 19TH day of August 2022 by and between the School Committee of Scituate (hereinafter referred to as the Committee) and Local 1700, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

WITNESSETH

This Agreement entered into by the Committee and the Union has as its purpose the provision of clean, healthful, safe and esthetic buildings and grounds, well-maintained and comfortable buildings for students and the promotion of harmonious relations between the Committee and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RIGHTS OF THE COMMITTEE

It is recognized that, in addition to other functions and responsibilities, the Committee has and will retain the sole right and responsibility to direct the operations of the employees and the schedule of shifts and hours of work; and to select, hire, and demote members including the right to make and apply rules and regulations of discipline, efficiency, and safety.

The Committee shall also have the right and responsibility to discharge or otherwise discipline any employees for just cause, to promote and transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

ARTICLE 2

RECOGNITION

The Committee recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO, State Council 93, Local 1700 as the exclusive collective bargaining agent for all permanent school custodians of the Committee.

ARTICLE 3

EMPLOYEE RIGHTS AND OBLIGATIONS

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity to hold office in and participate in the management of the Union, to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Town of Scituate shall participate in the management of the Union or act as its representative if such activity would be incompatible with his official duties.

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

There shall be no solicitation of employees for Union membership or dues conducted upon the premises of the Committee during working hours by the Union.

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

ARTICLE 4

WAGES

The salary schedules set forth in Appendix A shall apply to all custodians covered by this Agreement. Employees will be paid in twenty-six (26) installments commencing with the start of the work year and in accordance with Scituate Public Schools payroll procedures. Paychecks shall be direct deposited into an account specified by the employee. The town reserves the right to require all employees receive paperless pay.

Effective July 1, 2022, the salaries for custodians shall increase by 2.5%.

Effective July 1, 2023, the salaries for custodians shall increase by 3.0%.

Effective July 1, 2024, the salaries for custodians shall increase by 2.0%.

ARTICLE 5

HOLIDAYS

Section 1

Regular full-time employees will be granted the following holidays with pay, or the equivalent time off, provided the employee is on pay status on his last scheduled day prior to the holiday and first scheduled day after the holiday:

New Years' Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day*
Good Friday*	½ Day before Thanksgiving
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Day before Christmas
Independence Day	Christmas Day

*Veterans Day, Good Friday and Juneteenth will only be a holiday provided school is not in session.

Section 2

Whenever an employee works on any of the holidays enumerated on the paragraph above, he/she shall be paid at the rate of time and one-half of his/her regular rate of pay for the hours worked.

ARTICLE 6

SICK LEAVE

Section 1

Regular full-time employees will accrue sick leave at the rate of one and one-half days (1.5) for each month of service. Up to five (5) days per fiscal year of accrued sick leave may be used for family illness. 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 for use in subsequent years up to the maximum of two hundred and fifty (250) days. After one year of full-time continuous employment, the employee's sick leave for the year will be credited in advance, effective July 1, subject to a pro-rata refund if the employee resigns before serving the full year. Sick leave credited for the year will be used first. Thereafter, any employee may draw on accumulated sick leave from prior years (maximum =250 days

Section 2

Employees who are on workers' compensation may, upon request, charge the difference between their compensation payments and their weekly (regular) salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Worker'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 Committee, wherein he/she agrees to reimburse the Committee for such payments in the event he/she received Worker's Compensation benefits for said period.

Section 3

All members will utilize district time software for all time off requests. Requests for sick leave shall be subject to the approval of the Superintendent or any other individual designated by the Committee providing that the denial of paid sick leave shall be subject to the grievance and arbitration provisions of the Agreement. For periods of sick leave requested in excess of five (5) consecutive working days, the Committee may require evidence of necessity for such absence in the form of a physician's certificate as a condition precedent to approval of such a request. Sick days may be used in ½ and full day increments.

Any employee who has a balance of greater than two hundred and fifty (250) days of accrued sick leave by the end of a school year, and used five (5) or fewer combined sick days and personal days, may redeem the unused sick leave days in excess of two hundred and fifty (250) days at the current sick leave buyback rate times the number of days. (e.g. uses 3 days, reimbursed for 14 days at buyback rate)

Section 4

When an employee's service is terminated by retirement, resignation or death, he/she, or, in the event of death, the estate, shall be entitled to receive compensation for unused sick leave credit accumulated in excess of one hundred (100) days to a maximum of one hundred (100) days at the rate of \$85.00 per eight hour day. This rate will be prorated according to an employee's actual appointed hours. This provision requires that an employee shall notify the Superintendent in writing sixty (60) days prior to the retirement/resignation date. The notification letter shall indicate a specific date of retirement or resignation. Compensation for the sick leave credit shall be made on the next regular payroll following the retirement/resignation date.

Section 5

A sick leave bank shall be established for members of the bargaining unit. The bank shall be administered by two members appointed by the School Committee and two members appointed by the Association who shall establish the bank's policies. Membership in the bank shall be voluntary and unused sick bank days shall be carried forward from year to year up to a maximum of eighty (80) days. It shall be assumed that each employee will automatically donate one day per year to the Sick Leave Bank unless the custodian notifies the Superintendent to the contrary in writing by August 1 of each school year. Decisions by the Sick Leave Committee shall be final and shall not be subject to the grievance and arbitration procedures.

ARTICLE 7

JURY PAY

An employee called for jury duty shall be paid by the Committee an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding allowances for travel, and this will be certified to by the comptroller upon presentation of the check for monies received for jury duty.

ARTICLE 8

VACATION

Any regular employee who has been in the employment of the Committee for one year of full-time continuous employment shall be entitled to two weeks' vacation pay. Any regular employee who has been in the continuous employment of the Committee for less than one year shall be entitled to one day's vacation with pay for each calendar month but not to exceed ten (10) days. Vacation days may be used in half or full day increments.

Vacation time is accrued during the fiscal year (July 1 -June 30) and may be used during the year it is accumulated. After one year of full-time continuous employment, the employee's vacation leave for the year will be credited in advance, effective July 1, subject to a pro-rata refund if the employee resigns before serving the full year. Up to ten (10) days of unused vacation time may be carried forward into the next fiscal year with the approval of the Superintendent of Schools or his/her designee.

Any regular employee of the Committee who has been in the employment of the Committee for five (5) years of continuous full-time service shall be entitled to fifteen (15) days of vacation with pay. Any regular employee of the Committee who has been in the employment of the Committee for ten (10) consecutive years of full-time service shall be entitled to twenty (20) days of vacation with pay. Any regular employee of the Committee who has been in the employment of the Committee for fifteen or more years of service shall be entitled to twenty-five (25) days of vacation with pay.

Vacations must have the approval of both the building principal and the Superintendent of Schools or his/her designee. Vacation days over 3 in row must be submitted 1 week in advance of the first day of the vacation period. Any regular employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he/she is entitled, he/she or in the case of death, his/her estate, shall be paid in lieu of such vacation an amount equal to one full day's pay at his/her regular rate for each such day of unused vacation. Any employee who resigns shall give the Committee at least two weeks' notice and, failing to do so, shall not be eligible to receive his/her terminal vacation pay as provided herein.

ARTICLE 9

PERSONAL LEAVE

A maximum of three (3) days absence with pay may be granted by the Administration for the transaction of necessary business which cannot be conducted after school hours or on no-school days. Prior approval of the Administration shall be one of the conditions for granting the request. Personal days must be submitted 24 hours in advance except in extenuating circumstances. Personal Leave shall not be carried forward into the next fiscal year. Personal days may be used in half or full day increments.

ARTICLE 10

BEREAVEMENT LEAVE

Employees will be granted up to five (5) days of paid bereavement leave in the event of the death of a spouse/domestic partner, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, or of a person who is a member of the immediate household. The term "domestic partner" shall be defined as an individual sharing an employee's life as if married but without the benefit of the actual certificate regardless of gender. Employees will be granted up to three (3) days of paid bereavement leave in the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Employees will be granted one (1) day of paid bereavement leave in the event of the death of a spouse's grandparent or an aunt, uncle, niece or nephew for the purpose of attending the funeral. The length of absence shall be determined by the Administration and may be extended under extraordinary circumstances. Funeral leave will not be deducted from sick leave.

ARTICLE 11

PARENTAL LEAVE

Parenting Leave:

Parenting leave for the purpose of giving birth or for adopting a child to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D, may be granted to an employee for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act may be granted up to a total of twelve (12) weeks leave.

Those who have accrued sick leave benefits may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider. The use of accrued sick leave benefits for adoption shall be limited to no more than eight (8) weeks.

Those members not eligible to use accrued sick time may use up to ten (10) days of accrued sick leave, immediately following the birth or placement of the child in the member's home. The remaining period of leave granted under this section will be unpaid.

Child-Rearing Leave:

An employee on maternity or paternity parenting leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing leave. An employee on Child-Rearing leave shall be permitted to return the 1st or 2nd work year following the birth, or adoption, or placement of the child. Such employee shall notify the Superintendent in writing by February 1 of her/his intent to return the following July. Under normal circumstances, in the event of a birth, or adoption, or placement of a child after February 1, the employee shall notify the Superintendent in writing within eight weeks after the birth, adoption or placement of the child of her/his intent to return the following July. The Child-Rearing leave under this section is without pay.

ARTICLE 12

SENIORITY

Section 1

For the purposes of this article, the following definitions hold. "Position" is the work category (ie: Jr., Sr. custodian) and the building at which he or she is employed. "Assignment" is the shift to be worked within the same position (ie: mornings, afternoons, etc.) "Reassignment" is a change in shift within the same position and building. Reassignments are made by the supervisor with input from the employee and need not be posted. "Transfers" for the purpose of this section shall be defined as a change from one work facility to another work facility without any change in classification.

To fill open positions, the district will post for the position for a period of six (6) working days.

A list of currently open positions in the system shall be posted for all members of the bargaining unit to view. All applicants currently employed in a position included in the bargaining unit will be offered an interview for any vacancy for which they apply. All transfer requests shall be considered prior to posting of the vacancy.

Appointment to all custodial positions by the Assistant Facilities Director will be based on best qualifications for work requirements. The following factors will be used by the Scituate Public Schools in determining his/her selection for a given vacancy:

- Job performance based upon prior written evaluations (effective upon completion of formal evaluation tool) measuring among other factors, experience, qualifications and quality of work within the Scituate Public Schools
- Interview of individual candidate
- Consideration of recent discipline and attendance issues
- The best interests of the Scituate Public Schools community
- All things being equal, seniority prevails

Section 2

When involuntary transfers/reassignments are necessary, a custodian's area of expertise, quality of performance, and inverse length of service shall determine which of the potentially affected custodian's will be transferred/reassigned within the Scituate Public Schools, together with requirements of the role in a particular building and other factors affecting the best interests of the system in determining which custodian is to be transferred.

An involuntary transfer/reassignment shall be made only after a meeting between the custodian involved and the Superintendent or his/her designee, at which time the custodian shall be notified of the reasons for the transfer/reassignment. In the event that a custodian objects to the transfer at this meeting, he/she may request that the Superintendent or his/her designee meet with the custodian and a representative of the Union to discuss the matter within five (5) working days of the employee being notified of the transfer. All transfers/reassignments will be effective with at least five (5) working days written notice of transfer/reassignment.

All hires, assignments, reassignments and transfers shall be made without regard to sex, race, color, or creed of the custodian or to his or her marital status.

In the event of a reduction in force, all part-time personnel will be laid off before any full-time personnel are laid off.

In extenuating circumstances (e.g. extended illness), upon request from the employee involved, the Committee, upon recommendation of the Superintendent, may in its sole discretion grant seniority credit for time spent on a leave of absence without pay. Said determination shall not be subject to the grievance and arbitration procedure.

Every employee who is laid off will have recall rights in reverse order in which they have been laid off to fill a vacancy in any bargaining unit position for which they are qualified within twenty-four (24) months of layoff Recall notices will be sent via certified mail to the employee's address of record and to the Union President. If the recalled employee does not contact the Employer within five days of receipt of the recall notice and does not begin work within fourteen calendar days thereafter, the Employer may recall another employee or otherwise fill the vacancy if no one on the recall list is qualified for the position.

If a substitute custodian is appointed to a permanent position in the bargaining unit without a break in service, his/her original date of hire as a substitute custodian will be used to determine his/her seniority.

ARTICLE 13

WORKWEEK AND DAY

The regular scheduled work week for all permanent full-time employees shall be Monday through Friday. A regular work day shall consist of eight (8) consecutive hours, excluding meal periods, except for the evening shift which consists of seven (7) consecutive hours, excluding meal periods. All custodians

are required to take an unpaid thirty minute lunch or dinner break during their shift. Custodians split between buildings shall receive fifteen (15) minutes travel time and mileage reimbursement. Permanent part time employees shall be considered four (4) consecutive hours.

Employees who work 20 or more hours per week but less than 40 hours shall be entitled to benefits described in this agreement such as, vacation, holidays, longevity and sick leave on a prorated basis.

Custodians are considered essential personnel and therefore are required to report to work when schools is cancelled due to weather or other emergency situations, unless otherwise directed not to report by the Superintendent of Schools or his/her designee. In addition to the regular days' pay, employees shall receive time and one-half (1.5) pay for hours worked on days when school is cancelled. Employees shall receive compensatory time for hours worked on days when school is cancelled. Employees who do not report to work shall be required to use a personal day, and if no such days remain, a vacation day.

For example: Directed not to report = receive full day's pay
 Reports to work for 3 hours = receive full day's pay plus 3 hours at time and a half
 Does not report to work = enters personal or vacation day, receive full day's pay

ARTICLE 14

WORKING OUT OF CLASSIFICATION

If a junior custodian fills in as a senior custodian, he/she shall receive the differential, effective the first full day of such service.

ARTICLE 15

OVERTIME

Section 1 – General Overtime

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1.5) times his regular rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in a week. With the exception of paid sick leave, all time for which an employee is on full paid leave status shall be considered time worked for the purpose of calculating overtime compensation.

All non-school function work performed on Sundays and Holidays shall be paid at double (2.0) time. School function work performed on Sundays shall be paid at the rate of time and one-half (1.5). School function work performed on holidays shall be paid at double time.

Any employee called back to work the same day after having completed his assigned work and left his place of employment and before his next regularly scheduled starting time, shall be paid at the rate of time and one-half (1.5) for all hours worked on recall. For callbacks, he/she will be guaranteed a minimum of four (4) hours pay at time and one-half (1.5). This applies for SPS sponsored events but not for outside organizations using our facility.

With oversight of the Assistant Facilities Director the Head Custodian in each building shall keep records of the overtime work on a bulletin board. In case of a grievance involving such records, they shall be subject to examination by the Union representative and the employer.

All overtime shall be assigned equally by building and impartially distributed among the personnel of the maintenance and custodial staff. Any refused overtime shall be considered as overtime worked for the purposes of assignment of such overtime. Once an individual has been assigned overtime, that individual shall be placed at the bottom of the rotation until the list has completely been exhausted.

Employees who report for scheduled overtime for the purpose of providing building coverage for an event that is not sponsored by the school department (i.e., Building Details) will be guaranteed a minimum of two hours pay at time and one-half (1.5), even if such event is cancelled.

Section 2 – Building Checks

Senior Building Custodians shall receive one and one-half (1.5) hours pay for each required weekend building check. The Senior Building Custodians at the Gates Intermediate School and the Senior High School shall receive two (2) hours pay for each weekend building check. Overtime shall be equitably distributed.

ARTICLE 16

CLOTHING ALLOWANCE

A clothing allowance of up to six hundred (\$600.00) dollars per year will be paid to all permanent employees, such amount to include reimbursement for the cost of one pair of hard toe construction boots. For employees in their first year of employment with the Scituate Public Schools, the clothing allowance shall be paid after completing ninety (90) days of employment. In the interests of professionalism, safety and identification, the district will provide each custodian with uniform shirts and/or other articles of clothing.

ARTICLE 17

GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible under procedures of maximum informality and flexibility. An employee shall have the right to present a grievance and have it promptly considered on its merits.

DEFINITION

A Grievance shall mean a complaint that there has been, as to a custodian, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement including, but not limited to, layoff, discharge, suspension, promotion or demotion.

ADJUSTMENT OF GRIEVANCES

STEP 1:

The Union representative shall present a grievance, in writing, to the immediate supervisor within five (5) school days after the act or condition which is the basis of the complaint has occurred. The Union representative and the supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, a custodian may present a grievance personally, or he/she may be represented by a Union representative, but where the custodian is represented he/she may be present. The supervisor shall communicate his/her decision to the aggrieved custodian within ten (10) school days after receiving the complaint.

STEP 2:

If the grievance is not resolved by Step 1, the aggrieved custodian or the Union may appeal by forwarding the grievance, in writing, to the Superintendent within five (5) school days after he/she has received the Step 1 decision.

The appeal shall include:

- name and position of grievant;
- a statement of grievance and the facts involved
- the corrective action requested
- name of Union representative at Step 1
- signature(s) of grievant(s) or Union representative.

The Superintendent will arrange for a meeting with the aggrieved custodian and his/her Union representative, if any. The aggrieved custodian shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement or of what is established policy or practice. The Superintendent, or his/her designated representative, shall issue his/her decision on the grievance as soon as possible, but not later than seven (7) days after the receipt of the appeal.

STEP 3:

The decision of the previous step may be appealed in writing by the custodian or the Union to the Committee for review within thirty (30) days after the decision of the Superintendent has been received. The Committee shall meet with the aggrieved custodian and the Union and/or the Union representative. The aggrieved custodian and the Union representative will receive notice of the meeting and an opportunity to be heard. The Committee shall issue its decision on the grievance(s) as soon as possible, but not later than fifteen (15) days after the presentation. However, if no meeting is scheduled within the above time period, the matter will be heard at the next scheduled meeting and the Committee shall issue a decision within five (5) days after the presentation.

ARTICLE 18

ARBITRATION

A grievance which was not resolved at Step 3 under the grievance procedure may be submitted to arbitration. The notice shall be filed within thirty (30) days after denial of the grievance at Step 3 under the grievance procedure. It is understood and agreed that no matters relating to the power and authority exclusively vested within the Committee by statute shall be submitted to arbitration under the provisions of his Agreement. It is further understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties having arisen out of events which occurred prior to the execution of this Agreement shall be submitted to arbitration under the provision of this Agreement.

The decision of the arbitrator shall be supported by substantial evidence on the record as a whole and shall be final and conclusive and binding upon all employees, the Committee, and the Union. The arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement; nor shall the arbitrator have jurisdiction in any case submitted or arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Committee to direct its employees; the assignment of work to employees; the shift schedules and hours of work or the rules and regulations to be made or applied for discipline, and the maintenance of the school building.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present his/her case or adduce any testimony.

It is agreed that during the term of this agreement, the arbitrator to whom the grievance shall be referred to for a decision shall be selected by the Committee and the Union. If the parties fail to select an arbitrator, the grievance shall be presented to the Labor Relations Connection (LRC) for a trial period from July 1, 2015 through June 30, 2018, and that during the successor negotiations the Parties will negotiate whether to remain with LRC or revert back to AAA on a rotating basis. Absent agreement, language will revert back to the contract effective July 1, 2015 through June 30, 2015. Labor Relations Connection shall apply to the proceeding.

The arbitrator shall issue his/her written decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes, and both will abide by it.

The Committee agrees that it will apply to all substantially similar situations the decision of the arbitrator and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The arbitrator's fee will be shared equally by the parties to the disput

ARTICLE 19

MISCELLANEOUS

Representatives of the Union may enter the premises of the Committee after requesting and receiving permission of the building Principal.

It is agreed that such representatives will not interfere with the performance of duties assigned to the employees.

The Committee shall regularly update its electronic system for tracking attendance. Employees shall have access to their personal files. As each new entry is made, the employee will be furnished a copy of entry.

All custodians will be allowed to participate in the "Contributory Benefits Plan" offered to school employees.

The Committee shall post the contract on the district's website no later than thirty (30) days following ratification.

ARTICLE 20

UNION RIGHTS

The district acknowledges and will comply with Massachusetts General Laws, Chapter 150E and Section 12.

On July 1 of each year the Employer will electronically forward a data file to the Union for all employees whose job title is represented by the Union. The file shall include the employee's legal name, home address, phone number, personal email if available, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email and work phone number if applicable.

The Employer will send a revised data file whenever a termination or new hire takes place.

At the end of each month, the Employer via the Town Treasurer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted.

ARTICLE 21

WAIVER

The Union and the Committee agree that each has had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract and 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 22

DURATION

This Agreement shall, upon execution by the authorized representative of the Union and the Committee, take effect July 1, 2022 until June 30, 2025 and thereafter from that date from year to year unless either party by written notice to the other given in less than sixty (60) days prior to June 30, 2025, or to June 30 of any subsequent year, shall express its intention of terminating the Agreement on such date.

ARTICLE 23

SAVINGS CLAUSE

If any provision of this Agreement is or shall, at any time, be contrary to law, then such provision shall not be applicable or performed, endorsed, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 24

PEOPLE DEDUCTION

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 25

RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement, and its terms and conditions, and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 26

UNION REPRESENTATIVE

The name of the Union steward shall be furnished to the employer immediately after his designation and the Union shall notify the employer of any changes. He/she shall also be granted reasonable time during working hours to investigate and settle grievances. He shall also be granted reasonable time to attend meetings of state and national bodies without loss of pay, at the discretion of the Superintendent. Sufficient notice (one-week) shall be forwarded to the employer signifying the intention to attend the above meetings.

The Union steward shall be notified of all new hires and promotions as they occur, the Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union.

ARTICLE 27

PERFORMANCE EVALUATION

Effective October 15, 2022, the Committee, in consultation with the union, will develop a performance evaluation instrument for all employees.

Job descriptions, the evaluation instrument, and the evaluation process shall be subject to agreement by the parties prior to implementation. Performance reviews will occur annually. All observations of the work performance of custodial personnel shall be conducted openly with full knowledge of the employee.

The principals, with input from the Assistant Facilities Director, will perform evaluations of custodial staff. At the end of the evaluation, the Principal and/or Assistant Facilities Director will sit with the employee to discuss results of the evaluation. The employee shall be given a copy of the evaluation.

No derogatory material shall be placed in the employees personnel file until the employee has had the opportunity to review such material. No employee shall be disciplined, reprimanded or reduced in rank without cause.

The evaluation instrument and procedure shall be distributed to each employee prior to the evaluation. A consistent procedure will be followed for all members of the bargaining unit.

Evaluations represent the judgement of the evaluator and shall not be subject to the grievance and arbitration procedures. If the employee disagrees with the results of the evaluation, a meeting shall occur between the employee, his or her representative, and the Facilities Director to discuss the evidence and judgements made. The employee reserves the right to attach a written addendum to the evaluation.

APPENDIX A

2022-2025 Salary Schedule - Custodians

2022 - 2023		2023 - 2024		2024 - 2025	
Bi-Weekly	Annual	Bi-Weekly	Annual	Bi-Weekly	Annual

Junior Custodian

Step 1	\$ 1,735.96	\$ 45,134.96	\$ 1,788.04	\$ 46,489.01	\$ 1,823.80	\$ 47,418.79
Step 2	\$ 1,804.05	\$ 46,905.33	\$ 1,858.17	\$ 48,312.49	\$ 1,895.34	\$ 49,278.74
Step 3	\$ 1,954.08	\$ 50,806.13	\$ 2,012.70	\$ 52,330.32	\$ 2,052.96	\$ 53,376.93
Step 4	\$ 2,037.66	\$ 52,979.20	\$ 2,098.79	\$ 54,568.58	\$ 2,140.77	\$ 55,659.95
Step 15	\$ 2,078.41	\$ 54,038.69	\$ 2,140.76	\$ 55,659.85	\$ 2,183.58	\$ 56,773.04

Elementary Senior Custodian

Step 1	\$ 1,883.78	\$ 48,978.40	\$ 1,940.30	\$ 50,447.75	\$ 1,979.10	\$ 51,456.71
Step 2	\$ 1,913.25	\$ 49,744.46	\$ 1,970.65	\$ 51,236.80	\$ 2,010.06	\$ 52,261.53
Step 3	\$ 2,094.45	\$ 54,455.60	\$ 2,157.28	\$ 56,089.26	\$ 2,200.42	\$ 57,211.05
Step 4	\$ 2,184.04	\$ 56,784.93	\$ 2,249.56	\$ 58,488.48	\$ 2,294.55	\$ 59,658.25
Step 15	\$ 2,227.73	\$ 57,920.92	\$ 2,294.56	\$ 59,658.54	\$ 2,340.45	\$ 60,851.72

Intermediate Senior Custodian

Step 1	\$ 1,913.23	\$ 49,743.92	\$ 1,970.62	\$ 51,236.23	\$ 2,010.04	\$ 52,260.96
Step 2	\$ 1,981.78	\$ 51,526.30	\$ 2,041.23	\$ 53,072.09	\$ 2,082.06	\$ 54,133.53
Step 3	\$ 2,164.72	\$ 56,282.79	\$ 2,229.66	\$ 57,971.27	\$ 2,274.26	\$ 59,130.69
Step 4	\$ 2,257.34	\$ 58,690.81	\$ 2,325.06	\$ 60,451.53	\$ 2,371.56	\$ 61,660.56
Step 15	\$ 2,302.48	\$ 59,864.49	\$ 2,371.55	\$ 61,660.43	\$ 2,418.99	\$ 62,893.63

High School Night Senior Custodian

Step 1	\$ 1,913.23	\$ 49,743.92	\$ 1,970.62	\$ 51,236.23	\$ 2,010.04	\$ 52,260.96
Step 2	\$ 1,981.78	\$ 51,526.30	\$ 2,041.23	\$ 53,072.09	\$ 2,082.06	\$ 54,133.53
Step 3	\$ 2,164.72	\$ 56,282.79	\$ 2,229.66	\$ 57,971.27	\$ 2,274.26	\$ 59,130.69
Step 4	\$ 2,257.34	\$ 58,690.81	\$ 2,325.06	\$ 60,451.53	\$ 2,371.56	\$ 61,660.56
Step 15	\$ 2,302.48	\$ 59,864.49	\$ 2,371.55	\$ 61,660.43	\$ 2,418.99	\$ 62,893.63

High School Senior Custodian

Step 1	\$ 1,981.61	\$ 51,521.93	\$ 2,041.06	\$ 53,067.59	\$ 2,081.88	\$ 54,128.94
Step 2	\$ 2,050.19	\$ 53,304.86	\$ 2,111.69	\$ 54,904.01	\$ 2,153.93	\$ 56,002.09
Step 3	\$ 2,235.13	\$ 58,113.25	\$ 2,302.18	\$ 59,856.65	\$ 2,348.22	\$ 61,053.78
Step 4	\$ 2,330.75	\$ 60,599.41	\$ 2,400.67	\$ 62,417.39	\$ 2,448.68	\$ 63,665.74
Step 15	\$ 2,377.36	\$ 61,811.34	\$ 2,448.68	\$ 63,665.68	\$ 2,497.65	\$ 64,939.00

School Bus Mechanic/Maintenance

Step 1	\$ 2,237.69	\$ 58,179.91	\$ 2,304.82	\$ 59,925.31	\$ 2,350.92	\$ 61,123.82
Step 2	\$ 2,307.65	\$ 59,998.91	\$ 2,376.88	\$ 61,798.87	\$ 2,424.42	\$ 63,034.85
Step 3	\$ 2,496.22	\$ 64,901.83	\$ 2,571.11	\$ 66,848.88	\$ 2,622.53	\$ 68,185.86
Step 4	\$ 2,655.33	\$ 69,038.69	\$ 2,734.99	\$ 71,109.85	\$ 2,789.69	\$ 72,532.04
Step 15	\$ 2,708.44	\$ 70,419.46	\$ 2,789.69	\$ 72,532.04	\$ 2,845.49	\$ 73,982.68

Step 15: Attainment of Step 15 requires 15 years of service as a custodian with the Scituate Public Schools.

APPENDIX B – LONGEVITY SCHEDULE

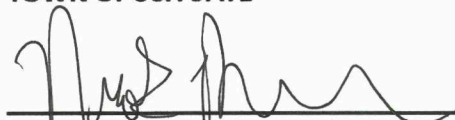
Custodians shall receive an annual (non-cumulative) longevity allowance based upon their years of completed service as set forth below:

Years of Service Completed

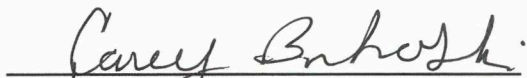
10	\$1,025
15	\$1,075
20	\$1,275
25	\$1,500

Longevity will be paid annually on the second payday in July

SCHOOL COMMITTEE TOWN OF SCITUATE



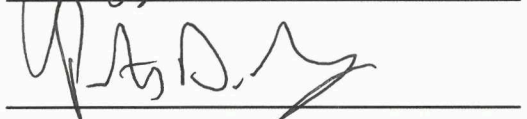
Its Chairperson, Scituate School Committee




Carey Brubaker



[Signature]



[Signature]



Michael Long

AMERICAN FEDERATION OF STATE COUNTY MUNICIPAL EMPLOYEES LOCAL 1700



Paul L Faria
Its Representative, AFSCME Local 1700



[Signature]
