

AGREEMENT

BETWEEN THE

CANTON SCHOOL COMMITTEE

AND THE

CANTON SCHOOLS CUSTODIAN/MAINTENANCE UNION
AFSCME, COUNCIL 93, LOCAL 362 CANTON CHAPTER

July 1, 2018 through June 30, 2021

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THIS AGREEMENT is made on _____ day of _____ 2019 by and between the Canton School Committee, hereinafter referred to as the Committee", and the Canton Schools Custodian/Maintenance Union, AFSCME, Council 93, Local 362, Canton Chapter, hereinafter referred to as the "Union". In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **RECOGNITION CLAUSE:** The Committee recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment. The unit consists of the following employees: all building custodians, building maintenance workers, bus driver/maintenance workers, lead maintenance workers (AM and PM), HVAC/electrician, master plumber, plumbers helper, head building custodians and night supervisor, but excluding the Director of Maintenance, all managerial, confidential and casual employees and all other persons employed by the Committee. It is understood that the terms "he" and "his" as used in this contract refer to all genders.
2. **TERM:** Three (3) year Agreement effective July 1, 2018 through June 30, 2021.
3. **GRADES:** In recognition of the differences in required skills to properly perform the duties of the various positions within the unit, and the differences in responsibilities among the various positions, four (4) grades are hereby established for custodial and maintenance personnel covered by this contract as follows:

GRADE 9: Building Custodian

GRADE 10: Building Maintenance Worker and
Bus Driver/Maintenance Worker

GRADE 11: Head Building Custodian, Night Supervisor, Lead Maintenance
Worker a.m. and p.m., Plumbers Helper

GRADE 15: Master Plumber, HVAC/Electrician (Masters License)

4. **WAGE SCHEDULES:** Attached are the wage schedules for each Grade in effect for the term of this Contract (See Appendix A).

Payment of wages for regular hours shall be biweekly, issued in 26 equal installments. An exception shall be made during years in which 27 designated paydays fall (generally every six years). During such years, the hourly rate shall be reduced so that employees will receive the annualized amount in 27 installments, provided that the hourly rate for the purpose of calculating overtime during such years shall be based on that associated with 26 installments.

5. **NEW HIRES:** New hires will generally start on Step 1 of their grade and schedule. However, the Superintendent has the discretion to determine the most appropriate step for placement of a new hire.
6. **STEP ADVANCEMENT:** All employees shall move to the next step as a result of a satisfactory annual evaluation.

- a. If hired between July 1 and December 31, inclusive, the hire will advance to the next step the following July 1 (e.g., if hired on 10/01/02, advancement to step 2 will be on 7/1/03).
- b. If hired between January 1 and June 30, inclusive, the hire will advance to the next step on July 1 after the first July 1 of employment (e.g., if hired 02/01/03, advancement to step 2 will be on 07/01/04).

7. **CHANGING GRADES:**

- a. If any employee moves to a higher grade, he shall be placed on the first step within the higher grade that results in a minimum increase in hourly compensation as outlined in 1) below. The step on the higher grade may or may not be the same step the employee was on at the lower grade. For purposes of step advancement, the employee's anniversary date shall be the effective date of the employee's placement at the higher grade. This date shall be known as the "constructive hire date." However, for purposes of seniority within the Custodian Union, the employee's original effective date of hire shall prevail and shall be referred to as the employee's "actual date of hire."

- 1) Minimum increases in pay:
 - Grade 9 -+ \$0.38 per hour
 - Grade 10 -+ \$0.57 per hour
 - Grade 11 -+ \$0.19 per hour

- b. If any employee moves to a lower grade he shall be placed on the same step within the lower grade that the employee was on at the higher grade. No change shall be made in the employee's anniversary date for purposes of step advancement within the lower grade.

8. **WORKING OUT OF GRADE:** In the absence of a head custodian or night supervisor, after three (3) or more consecutive work days of an employee performing the duties specific to said position, as assigned by the Facilities Director, the employee shall be compensated at the rate of pay for such position he would receive as outlined in Article 7 above, retroactive to the first day of the assignment.

9. **LONGEVITY PAY:** Longevity payments will commence after an employee has completed years of continuous, full time service as indicated below. Longevity payments are in addition to regular compensation and will be paid annually in a lump sum prior to December 1, beginning during the sixth year of employment. Longevity shall not be included in overtime hourly rates.

after 5 years	\$ 650
after 10 years	\$ 775
after 15 years	\$ 925
after 20 years	\$1050
after 25 years	\$1200

10. **DIFFERENTIALS:**

- a. **SHIFT:** Paid to Grade 9 personnel and Night Supervisor only whose normal workday extends beyond 6:00 p.m. Shift differentials shall be included in overtime hourly rates. \$1,090 (\$.52 per hour) per year

- b. SPACE: Paid to Head Custodians only who are assigned to the following schools:

Hansen School	\$ 650
Kennedy School	\$ 650
Luce School	\$ 650
Galvin Middle School	\$ 950
Canton High School	\$2,700

Space differentials shall be a part of the employee's yearly salary and shall be included in overtime hourly rates.

11. OVERTIME: All services normally performed by custodian and maintenance personnel in the Canton Public Schools shall be performed solely by members covered by this Contract, not limited solely to normal duty functions, but inclusive of overtime work. The use of substitutes for ill personnel or the use of students during the summer or Christmas vacation shall not be prohibited by this Article.
- a. Overtime assignments must first be recommended by the Director of Facilities to the Superintendent of Schools. Overtime will be requested, recommended, and approved only for purposes of utmost necessity.
- b. Call Back: Any employee called back to work on the same day after having completed his assigned shift and after having left his place of employment and before the start of his next regularly assigned shift shall be paid at the rate of time and a half (1 and 1/2) times his regular hourly rate for all hours worked on call back, subject to a minimum of two (2) hours at time and a half pay.
- c. Overtime pay on a Saturday shall be at time and a half (1 and 1/2) while overtime pay on a Sunday or a holiday listed in Article 22 shall be at double time.
- d. The parties share the goal of ensuring the timely payment for overtime. At the request of either party, the parties will meet to review and adjust procedures as necessary to meet this goal.

12. STIPENDS FOR IDENTIFIED LICENSES AND ADDITIONAL DUTIES:

- a. Bus Drivers. Grade 10 and 11 personnel classified as bus driver must meet all lawful requirements necessary to operate a school bus, including possession of Commercial Driver's License (CDL) with school bus endorsement. Grade 10 (maintenance workers) and Grade 11 (lead maintenance and plumber's helper) who have such license shall receive an annual stipend of \$1,450.
- b. Optional Licenses. Contingent upon receipt of written approval from the Superintendent, an employee who holds a special license that is not required for the employee's position and who is willing to perform tasks associated with that license as part of his employment will receive a stipend of five

hundred dollars (\$500) per year. The Superintendent's decision regarding a stipend approval is subject to annual renewal, is within his sole discretion, and is not subject to the grievance and arbitration procedures of this Agreement. An employee who wishes to pursue a license in anticipation of receiving a stipend under this section is well advised to seek advance approval from the Superintendent.

- c. Additional Duties. An employee appointed to book buses and monitor maintenance shall receive an annual stipend of \$1500.
13. LICENSE FEES: The Employer will reimburse employees for all license and application fees associated with special licenses that are either required for their positions or that serve as the basis for a stipend that has been approved in accordance with Article 12, Section b.
14. MILEAGE: Employees will be reimbursed for work-related mileage at the Town-approved IRS rate for mileage.
15. PROFESSIONAL ADVANCEMENT: An employee will be reimbursed for tuition for one (1) course per fiscal year. The course must receive the prior approval of the Superintendent or his designee, including the school the employee will be attending.
16. SHOE/CLOTHING ALLOWANCE. The Committee will provide (at its expense) four (4) shirts each year, provided that the Employee will have the option of selecting whether such shirts will be t-shirts and/or long sleeve shirts. Such shirts must be worn at all times. In addition, the Committee will provide two sweatshirts per year, one with a hood, the other without. A receipt for the purchase of work shoes or clothing must be presented to the Office of the business Administrator and reimbursement shall not exceed two hundred fifty dollars (\$250) per work year. Reimbursement for shoes or clothing purchased by new hires shall be prorated based on the number of actual workdays to June 30. Shoes or clothing may be purchased using School Department purchase orders, as appropriate. In addition, employees may purchase one (1) heavy-duty winter jacket for use during inclement weather, the cost of which will be reimbursed by the Committee, provided that the cost of said winter jacket shall not exceed one hundred fifty dollars (\$150) and no employee shall be entitled to reimbursement for more than one (1) winter jacket during any two (2) consecutive academic years. The Employer will provide each Head Custodian with the school department's monthly schedule for bill processing in order to allow employees to submit receipts for payment in accordance with that schedule.
17. PAYROLL DEDUCTION: The Employer shall deduct dues and initiation fees from the wages of the employees covered by this Agreement when the Employer has received from the employee a signed check-off authorization card. The Union and any employee covered by this Agreement agree to indemnify and hold harmless the Employer against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues and initiation fees. The Employer will supply to the Union a weekly deduction register listing the amount of dues and/or initiation fees made.
18. DUES: All Union members covered by this Agreement must either pay their yearly dues in one lump-sum on or before July 15 each year or dues will be automatically deducted in twenty-six (26) equal payments between July 1 and June 30, subject to the Employer's receipt of the signed check-off authorization card referenced in Article 17.
19. AGENCY SERVICE FEE: Any payment of an agency service fee shall be optional and voluntary on the part of the employee. The Employer shall deduct an agency service fee from the wages of the employees covered by this Agreement when the Employer has received from the

employee a signed authorization for such deduction. The Union and any employee covered by this Agreement agree to indemnify and hold harmless the Employer against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of agency service fees.

20. **UNION MEETINGS:** The Union may hold two (2) meetings a year with the prior approval of the Superintendent or his designee.
21. **REPRESENTATION:** The Chapter Chair of the Union shall be present at all matters concerning problems with an Union member when meeting with the Superintendent or his designee, provided that the Union member makes a written request to the President at least 48 hours in advance of the scheduled meeting.
22. **PAID HOLIDAYS:** Independence Day, Labor Day, Columbus Day (observed), Thanksgiving Day, Friday immediately following Thanksgiving Day, a half-day for Christmas Eve (so long as school is not in session that day), Christmas Day, New Year's Day, Martin Luther King's Birthday (observed), Washington's Birthday (observed), Good Friday, Patriots Day (observed), and Memorial Day (observed).

A holiday set forth above that falls on a Saturday or Sunday will be recognized, respectively, on the preceding Friday or subsequent Monday, so long as school is not in session. In the event school is in session on that Friday or Monday, the Employer and the Union will cooperate to designate an alternative day for recognition of the holiday, either for the entire unit or on an individual basis.

The Friday after Thanksgiving will be treated as a "floating" holiday: The Director of Facilities will determine how many people he will need on that day and ask members of this bargaining unit if they wish to work, beginning with the most senior member of the bargaining unit. Any person who works this day shall receive another day of his choosing to have off, with pay, in exchange for working this day. The date of the day selected must be given in writing to the Director of Facilities on or before December 1 immediately following the Friday after Thanksgiving.

When Christmas Day falls on a Thursday, Friday, December 26th shall be treated as a floating holiday in the same manner as the Friday immediately following Thanksgiving. Any person who works on Friday, December 26th under this provision shall receive another day of his or her choosing to have off, with pay, in exchange for working this day. The date of the day selected must be given in writing to the Director of Facilities on or before January 1st of the succeeding calendar year.

23. **SICK LEAVE POLICY:**
 - a. All personnel shall be entitled to a maximum of fifteen (15) days sick leave per work year with full pay. Sick leave shall be accumulated at the rate of 1 and ¼ days per full month of employment. The number of sick leave days an employee may accrue shall be unlimited.
 1. **An Employee in Good Standing** is one who has been employed at least one (1) full year and who during that time, has demonstrated prudent and non-abusive use of sick, personnel business, and vacation leave, as solely determined by the Superintendent or his designee and the President of this bargaining unit or his designee. An employee's "good standing" may be revoked at any time and at the

sole discretion of the Superintendent or his designee and the President of this bargaining unit or his designee.

2. All employees in good standing will be credited with fifteen (15) days of sick leave each July.
 - b. An employee, after being out sick more than three (3) consecutive work days must submit to the Director of Facilities a written statement from a physician affirming that personal ill health makes extended absence necessary. The School Department may require physical examinations by a physician of its own choosing in cases of habitual absenteeism, said exams to be paid for by the Committee.
 - c. Up to five (5) days a year may be used from accrued sick leave in the case of illness to a member of the employee's immediate family, i.e., those residing in the same household, with the prior approval of the Director of Facilities and the Superintendent or his designee. A certificate from a physician may be required.
24. **SICK LEAVE BUY-BACK**: If an employee covered by this Contract has completed ten (10) years of service in Canton, retires from the Canton Public Schools, and is accepted into the Norfolk County Retirement Plan, he shall receive \$50 per day for all unused sick leave in excess of 70 days, up to a maximum of \$5,500.

Any employee who uses five or fewer days of his sick time within a July 1 - June 30 period shall be paid a \$250 bonus in the first appropriate paycheck following June 30. This provision shall not apply to employees hired after July 1 in any contract year. It is understood that use of sick time due to a workplace injury will not be counted as "use of sick time" for the purposes of earning the bonus under this paragraph.

25. **BEREAVEMENT LEAVE**: In case of death during the work year of any member of an employee's family (grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding three (3) work days. In case of death during the work year of an employee's spouse, parent, child, relative living with the family, or life partner living with the family, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) workdays. In case of death during the work year of an employee's nephew, niece, or other relative not mentioned elsewhere in this Article, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.
26. **PERSONAL BUSINESS LEAVE**: Three (3) days with pay may be used per work year for personal matters, which require the employee's absence during regular work hours. These days shall not be deducted from accumulated sick leave or vacation leave. Application for a personal business day must be made in writing to the Superintendent or his designee through the Director of Facilities, at least forty-eight (48) hours prior to the day requested, except in the case of an emergency. A reason for these days need not be stated.
 - a. Although the benefits of this article may be used to extend a holiday or vacation period, the School Business Administrator or the Director of Facilities shall have the right to limit the number of requests made for a particular date.
 - b. Three (3) personal business days will be credited to employees in good standing each July.

- c. At the close of each work year, if an employee has not used his personal day(s) during that year, the day(s) shall be added to the employee's sick leave accumulation. The maximum number of personal days that may be added to accumulated sick leave at any one time is two (2).

27. **VACATION LEAVE:** All employees in good standing will be credited with the maximum number of vacation days to which they are entitled as noted in a-d, below, on each July 1.

- a. Year 1 through end of year 5 10 days maximum
- b. Start of year 6 through the end of year 10 15 days maximum
- c. Start of year 11 through end of year 20 20 days maximum
- d. Start of year 21 25 days maximum
- e. Vacation schedules are subject to the prior approval of the Superintendent or his designee. Preference for vacation dates will be granted on the basis of employee seniority. Except in the case of an emergency, requests for vacation must be made at least five calendar days in advance.
- f. If a negotiated paid holiday(s) falls within an employee's approved vacation period, a vacation day shall not be deducted from the employee's accumulated vacation leave for said holiday(s).
- g. All vacation leave must be used by June 30 and no vacation days shall be carried forward into a new fiscal year except with the prior written approval of the Superintendent or his designee. Said approval will be granted only under the most unusual of circumstances, and without exception, no more than five (5) vacation days will be allowed to carry forward into a new fiscal year.

Notwithstanding the provisions of this paragraph, the Superintendent may, in his/her sole discretion, permit a short-term carryover of an additional five days of vacation, so long as the vacation days are used by August 15 of the new fiscal year. In order to access this short-term carryover, the employee must submit a written request to the Superintendent by June 1 of the fiscal year in which the vacation is earned. This short-term carryover is to be implemented on a trial basis for the period of July 1, 2018 to June 30, 2021 only. This provision for short-term carryover shall cease effective June 30, 2021 unless the parties reach a new agreement on the matter.

- h. Upon the effective date of hire, a new employee will be credited with vacation leave prorated based on the number of days of employment within the fiscal year of hire. The employee will not be eligible to use said vacation days until after June 30 of the fiscal year of hire.
- i. An employee who is separated from the employ of the School District shall be paid for all unused vacation days in a lump sum. In case of death, payment shall be made to the deceased employee's estate.

28. **INSURANCE BENEFITS:** The Committee will provide a plan of group life, accidental death and dismemberment, and general or blanket hospital, surgical and medical insurance, as

authorized under the provisions of G.L Chapter 32B. The Committee will pay 75% of the premium and the employee will pay 25% of the premium for the indemnity plan and for all HMO's. Dental insurance shall also be paid 75% by the Committee and 25% paid by the employee.

The group health insurance plan shall be that provided by the Memorandum of Agreement pursuant to 801 CMR 52.04(4) by and between the Town of Canton and the Canton Public Employee Committee, as may be amended from time to time.

29. **PHONE STIPEND:** If an employee is issued a district-owned mobile phone to be used in the fulfillment of his or her employment responsibilities that is not a "smart phone," the employee will have the option to forego the issuance of that district-owned mobile phone and instead receive a \$50.00 per month stipend for the purposes of offsetting the cost of his or her personal mobile phone being used in the performance of his or her employment responsibilities. By accepting the \$50.00 per month phone stipend, an employee will agree to provide work-related data contained on the employee's personal phone upon request by the Superintendent.
30. **MILITARY SERVICE LEAVE:** Employees are subject to the protections of Chapter 149, Section 52A, Massachusetts General Laws. An Employee leaving the service of the Committee to serve the federal or state government in its armed forces shall retain his seniority during such service and shall be returned to employment by the Committee as provided by law. This provision shall not apply to any Employee who has been hired to fill the position vacated by any Employee serving the federal or state government in its armed forces.
31. **SENIORITY:** Seniority shall be defined as the length of continuous employment from the date of first hire by the Employer. The principle of seniority shall govern and control in all cases of reduction in force and preference in assignment to shift work and choice of vacation periods. Seniority shall be broken by resignation and/or by discharge for good cause.
32. **SHIFTS:** The following are the shifts for Grade 9, 10, and 11 personnel assigned at the discretion of the Superintendent or his designee.

a.	6:00	2:00 p.m.	f.	12:00 p.m.	8:00 p.m.
b.	7:00	3:00 p.m.	g.	1:00 p.m.	9:00 p.m.
c.	7:30	3:30 p.m.	h.	2:00 p.m.	10:00 p.m.
d.	8:00	4:00 p.m.	i.	3:00 p.m.	11:00 p.m.
e.	11:00	7:00 p.m.	j.	4:00 p.m.	12:00 p.m.

- a. On workdays when school is not in session (school vacations, including summer, snow days, etc.) all personnel shall work shift b, above. The Director of Facilities may ask individuals to work a shift other than b on those days. However, no shift shall extend beyond 4:00 p.m. and the individual(s) may elect, without prejudice, not to work a shift other than b above, on workdays when school is not in session.
- b. There shall be no deviation from any aspect of this article without the prior approval of the Superintendent or his designee.
- c. Employees receiving night differentials may work either shift h, i, or j, above. However, prior approval, which is incontestable, must be given by the Superintendent or his designee and said approval may be rescinded at any time, without recourse. Prior to changing the shift assignment of a current Employee from shifts a through h above to

shifts i or j above, the Superintendent shall provide the Employee with ninety (90) days notice of such change.

33. **LAYOFF AND RECALL PROCEDURES:**

Preamble: The Employer retains the exclusive right to determine which positions are needed and which positions shall be eliminated. The principle of seniority shall govern and control in cases of reduction in the work force. This process is mutually established and designed to provide the opportunity for and guarantee the rights of an employee in the AFSCME bargaining unit who is notified of his layoff to bump to a title in an equal or lower grade for which he is qualified. In this Article, days shall mean calendar days unless otherwise noted.

Section 1: Notice to the Union

- a. In the event that the Employer determines the need for a reduction in the work force, it will notify the Union at least thirty (30) days prior to the layoff.
- b. Within ten (10) days of that notification, the Employer shall meet with the Union to discuss the impact of the layoff on the affected employee(s).
- c. At this meeting, the Employer will provide the Union with a list of positions to be laid off and a seniority list of all the employees in the bargaining unit.

Section 2: Notice to the Employee(s)

- a. In the event of an actual layoff, the Employer will notify the least senior employee(s) in the affected classifications in writing not less than thirty (30) days in advance of the layoff date.
- b. Upon notification, the Union shall give the affected employee(s) a "layoff option form" (which is attached hereto as Appendix B) outlining his (their) layoff bumping options.

Section 3: Bumping Rights

- a. Any employee who has been notified that he will be laid off must file a "layoff option form" with the Employer within three (3) working days of receipt. Such form shall either initiate the employee's right to bump to an available bargaining unit position in a title or titles in the same or lower grades in his bargaining unit for which he is qualified (provided that there is an employee junior to him in such title or titles) or indicate the employee's decision not to bump.
- b. An employee who is bumped from his position shall receive a minimum of thirty (30) days' advance notice and will be accorded full bumping rights in accordance with the provisions of this Article.
- c. In the event that two (2) or more employees in a position impacted by this Article have identical seniority dates, the Employer shall determine which employee to retain based on past job performance and other qualifications.

Section 4: Recall Procedures

- a. If actually laid off, said employee(s) shall be eligible for recall for a period not to exceed twenty-four (24) months. In the event of recall, employees shall be called back in the inverse order of their layoff.
- b. **Recall to Former Position** - The Employer shall notify the employee by registered mail (with a copy to the Union) that he is being recalled to work, stating the expected starting date. The employee shall have fifteen (15) days from the receipt of said recall to accept in writing. If the employee fails to respond or rejects the offer of recall, the employee shall lose all future recall rights.
- c. **Recall to Other Position** - The Employer shall first offer any openings to laid-off employees, if qualified, based on seniority, before hiring new employees. The Employer shall notify the laid-off employee(s) by registered mail (with a copy to the Union) of the availability of a job in a position other than the one from which the employee was laid off. Such notification shall state the expected starting date and shall advise the employee that he has fifteen (15) days from receipt to respond in writing. The laid-off employee shall have the option of accepting or rejecting the offer of a new position without waiving recall rights to his former position.

34. **DISCRIMINATION:** There shall be no discrimination against any employee because of his affiliation with the Union or because of his race, creed, color, age, religion, sex, sexual orientation, gender identity, national origin, disability status or veteran status.

35. **EMPLOYEE FILES AND RECORDS:**

- a. No material relating to an employee's misconduct, service, character, or personality shall be placed in his personnel file unless the employee has had the opportunity to read the material and also acknowledge in writing that he has read it.
- b. The employee shall have the right to answer any material filed and to include the answer within the file.
- c. The employee shall have the right, upon request at reasonable times, to examine his personnel file and to have a copy of any material in it.

36. **PROBATIONARY PERIOD, DISCIPLINE. AND DISCHARGE:**

- a. The first ninety (90) calendar days of employment shall be a probationary period. During the probationary period, an employee may be disciplined or discharged at the sole discretion of the Employer and no such actions shall be subject to the grievance and arbitration procedures. The probationary period may be extended once for a period of up to sixty (60) additional calendar days by the Director of Facilities or designee, upon notice to the employee and the union.
- b. An employee who has completed the initial probationary period shall not be suspended or discharged without good cause.

37. **PERFORMANCE EVALUATION:**

- a. Employees will be supervised on an ongoing basis. Once per year, each employee will receive a formal, written evaluation. Responsibility for formal evaluation will generally be as follows:

Custodian: Head Custodian and/or Night Supervisor and Principal, with input and sign-off by the Director of Facilities.

Head Custodian: Principal and Director of Facilities

Maintenance Staff and Night Supervisor: Director of Facilities

Evaluations will conclude with an overall rating of Outstanding, Good, Satisfactory, or Unsatisfactory.

- b. In the event an employee's formal evaluation indicates overall "Unsatisfactory" performance or in the event the employer, following one or more verbal and written warnings to the employee, otherwise formally notifies the employee that his performance is unsatisfactory, the employer will have the option of providing the employee with ninety (90) calendar days to improve his performance to satisfactory levels. The employer will provide the employee with a written improvement plan, which may include retraining. The employer will schedule a meeting with the employee and his union representative to review the plan at its inception, a second meeting to review progress near the midpoint, and a final meeting near its conclusion. At the end of the ninety (90) day period, the employee will receive a formal written evaluation, and if the employee's performance is rated as "Unsatisfactory" overall, such evaluation will constitute good cause for dismissal. It is understood that backsliding of performance to an unsatisfactory level within one year following an improvement plan resulting in satisfactory rating may also be considered good cause for dismissal.
- c. It is understood that neither evaluation ratings nor placement on an improvement plan may be grieved beyond Level III of the grievance procedure unless relied upon as the basis for discharge. It is further understood that nothing in this article restricts the employer's authority to discharge or otherwise discipline employees for misconduct, failure to meet performance standards, or other reasons, so long as there is good cause for such discipline.

38. **GRIEVANCE PROCEDURE:**

- a. The term "grievance" shall include only those claims or disputes which allege a specific and direct violation of the express language of a specific provision of this Contract or any written amendment to this Contract.
- b. 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 time limits specified may only be extended by mutual agreement.
1. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following work year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the

grievance procedure may be exhausted prior to the end of the work term or as soon thereafter as is practicable.

2. Failure to institute a grievance within the limits set forth in the provisions of this Article shall be deemed conclusively to constitute a waiver of all rights under this Article.
 3. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- c. Grievances shall at all levels, including Level One, be submitted in writing. The grievance shall be signed by the employee and/or a representative of the Union, stipulating the sections of the Contract that have been violated. There shall be a ten (10) work day limit for filing a grievance, to be computed from the date of the event or condition which gave rise to the filing of the grievance or from when the individual first became aware of the condition giving rise to the grievance. Responses to the grievance shall be in writing, as specified in section e. 2 of this Article, and shall set forth the reasons for the decision.
- d. Grievance Levels:
1. Level One: A Union member with a grievance will first discuss it with his supervisor and, in the case of a custodian, his building principal, either directly or through the Union's representative, with the objective of resolving the matter informally.
 2. Level Two: If the employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of the grievance, he may file a grievance, within five (5) work days thereafter, with the School Business Administrator or his designee. The School Business Administrator or his designee shall meet with the employee and an officer of the Union for the purpose of resolving the grievance.
 3. Level Three: If the employee and the officer of the Union are not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) work days after he first met with the School Business Administrator or his designee, the employee or the Union may refer the grievance to the Superintendent of Schools. Within twenty (20) workdays after receiving the written grievance, the Superintendent will meet with the employee and an officer of the Union for the purposes of resolving the grievance.
 4. Level Four: If the employee is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within five (5) work days after he has first met with the Superintendent, he may request, in writing, that the Union submit his grievance to the School Committee. If the Union determines that the grievance is meritorious, it may submit the grievance to the School Committee within ten (10) workdays after receipt of the request from the aggrieved person.
 5. Level Five: If the employee is not satisfied with the disposition of his grievance at Level Four or if no decision has been rendered within five (5) work days after

he has first met with the School Committee, he may request, in writing, that the Union submit his grievance to arbitration. If the Union determines that the grievance is meritorious, it may submit the grievance to binding arbitration within ten (10) workdays after receipt of the request from the aggrieved person.

- a) The rules and procedures of the American Arbitration Association shall apply, and the decision of the Arbitrator shall be final and binding upon the parties, except that the Arbitrator shall have no power to make a decision which:
 - 1) alters, amends, modified, adds to, or detracts from the language of this Contract; or
 - 2) recommends a right of relief for any period of time prior to the effective date of this Contract.
- b) Costs of the arbitration shall be borne equally by both parties.

e.

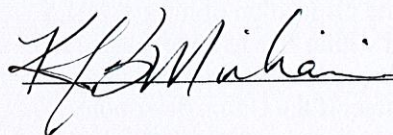
- 1. Each written statement of a grievance at levels One, Two, and Three shall be signed by the grievant and shall include (1) a concise statement of facts or events upon which the grievance is based, including the dates(s) of their occurrence, and (2) an explanation of how the grievance is related to this Contract.
- 2. If a grievance affects a group or class of employees, the Union may submit the grievance provided the grievance has been authorized in writing by all affected members of the class, and the processing of the grievance will be commenced at either Level One or Level Two, at the Union's option. The written statement of such a grievance at Levels Two and Three shall be submitted by the Union and shall contain an explanation as to how the grievance affects the designated group or class of employees.


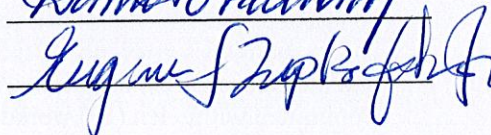
39. **FUNDING:** The monetary provisions of this Agreement must be approved by Annual Town Meeting.

IN WITNESS WHEREOF the parties hereto sign and seal this Agreement and a duplicate thereof this _____ day of _____, 20__.

CANTON SCHOOL COMMITTEE

CANTON SCHOOLS CUSTODIAN/
MAINTENANCE UNION, AFSCME,
COUNCIL 93, LOCAL 362 CANTON
CHAPTER

 2/14/19

 1/31/19
 1/31/19

APPENDIX A

FY19 Custodial Salary Tables

Building Custodian

09

Step/Level	FY19 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$19.638		\$1,571.05	\$40,847.30
02		\$20.837		\$1,666.93	\$43,340.18
03		\$22.079		\$1,766.31	\$45,924.06
04		\$23.389		\$1,871.09	\$48,648.34
05		\$24.786		\$1,982.88	\$51,554.88
06		\$26.284		\$2,102.75	\$54,671.50

Building Custodian

09A

Step/Level	FY19 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$19.627		\$1,570.14	\$40,823.64
02		\$20.404		\$1,632.33	\$42,440.58
03		\$21.235		\$1,698.83	\$44,169.58
04		\$22.079		\$1,766.31	\$45,924.06
05		\$22.966		\$1,837.30	\$47,769.80
06		\$23.876		\$1,910.10	\$49,662.60

Building Maintenance

10

Step/Level	FY19 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$20.837		\$1,666.93	\$43,340.18
02		\$22.079		\$1,766.31	\$45,924.06
03		\$23.389		\$1,871.09	\$48,648.34
04		\$24.786		\$1,982.88	\$51,554.88
05		\$26.284		\$2,102.75	\$54,671.50
06		\$27.848		\$2,227.84	\$57,923.84

FY19 Custodial Salary Tables

Head Building Custodian

11

Step/Level	FY19 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$22.079		\$1,766.31	\$45,924.06
02		\$23.389		\$1,871.09	\$48,648.34
03		\$24.786		\$1,982.88	\$51,554.88
04		\$26.284		\$2,102.75	\$54,671.50
05		\$27.848		\$2,227.84	\$57,923.84
06		\$29.502		\$2,360.12	\$61,363.12

Lead Maintenance

11A

Step/Level	FY19 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$22.079		\$1,766.31	\$45,924.06
02		\$23.389		\$1,871.09	\$48,648.34
03		\$24.786		\$1,982.88	\$51,554.88
04		\$26.284		\$2,102.75	\$54,671.50
05		\$27.848		\$2,227.84	\$57,923.84
06		\$29.502		\$2,360.12	\$61,363.12

Electric & Plumb

15

Step/Level	FY19 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$27.826		\$2,226.05	\$57,877.30
02		\$29.502		\$2,360.12	\$61,363.12
03		\$31.255		\$2,500.38	\$65,009.88
04		\$33.141		\$2,651.26	\$68,932.76
05		\$35.116		\$2,809.24	\$73,040.24
06		\$37.234		\$2,978.73	\$77,446.98

**Custodial Longevity
AFTER XX Years**

Space Differential

Space Differential

5	\$650	Hansen	\$650	\$1,090.00
10	\$775	Kennedy	\$450	(\$.52 per hour)
15	\$925	Luce	\$650	
20	\$1,050	Galvin	\$950	
25	\$1,200	CHS	\$2,700	

FY20 Custodial Salary Tables

Building Custodian

09

Step/Level	FY20 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$20.03		\$1,602.47	\$41,664.22
02		\$21.253		\$1,700.27	\$44,207.02
03		\$22.520		\$1,801.64	\$46,842.64
04		\$23.856		\$1,908.51	\$49,621.26
05		\$25.282		\$2,022.54	\$52,586.04
06		\$26.810		\$2,144.81	\$55,765.06

Building Custodian

09A

Step/Level	FY20 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$20.019		\$1,601.55	\$41,640.30
02		\$20.812		\$1,664.97	\$43,289.22
03		\$21.660		\$1,732.81	\$45,053.06
04		\$22.520		\$1,801.64	\$46,842.64
05		\$23.426		\$1,874.05	\$48,725.30
06		\$24.354		\$1,948.30	\$50,655.80

Building Maintenance

10

Step/Level	FY20 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$21.253		\$1,700.27	\$44,207.02
02		\$22.520		\$1,801.64	\$46,842.64
03		\$23.856		\$1,908.51	\$49,621.26
04		\$25.282		\$2,022.54	\$52,586.04
05		\$26.810		\$2,144.81	\$55,765.06
06		\$28.405		\$2,272.40	\$59,082.40

FY20 Custodial Salary Tables

Head Building Custodian

11

Step/Level	FY20	2.00%	Daily Rate	Period Rate	Annual Salary
	Percent	Hourly Rate			
00			\$0.000	\$0.00	\$0.00
01			\$22.520	\$1,801.64	\$46,842.64
02			\$23.856	\$1,908.51	\$49,621.26
03			\$25.282	\$2,022.54	\$52,586.04
04			\$26.810	\$2,144.81	\$55,765.06
05			\$28.405	\$2,272.40	\$59,082.40
06			\$30.092	\$2,407.32	\$62,590.32

Lead Maintenance

11A

Step/Level	FY20	2.00%	Daily Rate	Period Rate	Annual Salary
	Percent	Hourly Rate			
00			\$0.000	\$0.00	\$0.00
01			\$22.520	\$1,801.64	\$46,842.64
02			\$23.856	\$1,908.51	\$49,621.26
03			\$25.282	\$2,022.54	\$52,586.04
04			\$26.810	\$2,144.81	\$55,765.06
05			\$28.405	\$2,272.40	\$59,082.40
06			\$30.092	\$2,407.32	\$62,590.32

Electric & Plumb

15

Step/Level	FY20	2.00%	Daily Rate	Period Rate	Annual Salary
	Percent	Hourly Rate			
00			\$0.000	\$0.00	\$0.00
01			\$28.382	\$2,270.57	\$59,034.82
02			\$30.092	\$2,407.32	\$62,590.32
03			\$31.880	\$2,550.39	\$66,310.14
04			\$33.804	\$2,704.29	\$70,311.54
05			\$35.818	\$2,865.42	\$74,500.92
06			\$37.979	\$3,038.30	\$78,995.80

**Custodial Longevity
AFTER XX Years**

Space Differential

Space Differential

5	\$650	Hansen	\$650	\$1,090.00
10	\$775	Kennedy	\$450	(\$.52 per hour)
15	\$925	Luce	\$650	
20	\$1,050	Galvin	\$950	
25	\$1,200	CHS	\$2,700	

FY21 Custodial Salary Tables

Building Custodian

09

Step/Level	FY21 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$20.43		\$1,634.52	\$42,497.52
02		\$21.678		\$1,734.27	\$45,091.02
03		\$22.971		\$1,837.67	\$47,779.42
04		\$24.333		\$1,946.68	\$50,613.68
05		\$25.787		\$2,062.99	\$53,637.74
06		\$27.346		\$2,187.70	\$56,880.20

Building Custodian

09A

Step/Level	FY21 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$20.420		\$1,633.58	\$42,473.08
02		\$21.228		\$1,698.27	\$44,155.02
03		\$22.093		\$1,767.46	\$45,953.96
04		\$22.971		\$1,837.67	\$47,779.42
05		\$23.894		\$1,911.53	\$49,699.78
06		\$24.841		\$1,987.26	\$51,668.76

Building Maintenance

10

Step/Level	FY21 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$21.678		\$1,734.27	\$45,091.02
02		\$22.971		\$1,837.67	\$47,779.42
03		\$24.333		\$1,946.68	\$50,613.68
04		\$25.787		\$2,062.99	\$53,637.74
05		\$27.346		\$2,187.70	\$56,880.20
06		\$28.973		\$2,317.84	\$60,263.84

FY21 Custodial Salary Tables

Head Building Custodian

11

Step/Level	FY21 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$22.971		\$1,837.67	\$47,779.42
02		\$24.333		\$1,946.68	\$50,613.68
03		\$25.787		\$2,062.99	\$53,637.74
04		\$27.346		\$2,187.70	\$56,880.20
05		\$28.973		\$2,317.84	\$60,263.84
06		\$30.693		\$2,455.47	\$63,842.22

Lead Maintenance

11A

Step/Level	FY21 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$22.971		\$1,837.67	\$47,779.42
02		\$24.333		\$1,946.68	\$50,613.68
03		\$25.787		\$2,062.99	\$53,637.74
04		\$27.346		\$2,187.70	\$56,880.20
05		\$28.973		\$2,317.84	\$60,263.84
06		\$30.693		\$2,455.47	\$63,842.22

Electric & Plumb

15

Step/Level	FY21 Percent	2.00% Hourly Rate	Daily Rate	Period Rate	Annual Salary
00		\$0.000		\$0.00	\$0.00
01		\$28.950		\$2,315.98	\$60,215.48
02		\$30.693		\$2,455.47	\$63,842.22
03		\$32.517		\$2,601.40	\$67,636.40
04		\$34.480		\$2,758.38	\$71,717.88
05		\$36.534		\$2,922.73	\$75,990.98
06		\$38.738		\$3,099.07	\$80,575.82

**Custodial Longevity
AFTER XX Years**

Space Differential

Space Differential

5	\$650	Hansen	\$650	\$1,090.00
10	\$775	Kennedy	\$650	(\$.52 per hour)
15	\$925	Luce	\$650	
20	\$1,050	Galvin	\$950	
25	\$1,200	CHS	\$2,700	

Rb/Canton/cus-18-01-negs/19-01-28-CBA-cust-maint 2018 -2021-final for sig

