

AGREEMENT

Between

**THE CITY of GARDNER
SCHOOL COMMITTEE**

And

**AMERICAN FEDERATION OF STATE, COUNTY, and MUNICIPAL
EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 1717**

JULY 1, 2019 - JUNE 30, 2022

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1717 AGREEMENT
JULY 1, 2019 - JUNE 30, 2022**

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PREAMBLE

This agreement, entered into by the Gardner School Committee (hereinafter referred to as the "Committee") and Local 1717, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), has as its purpose 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 in order to provide academic excellence for the children of Gardner Public Schools.

WHEREAS, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of July 1, 2019, through and including June 30, 2022; and,

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of July 1, 2019, through and including June 30, 2022;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

- Wage reopener if any union gets a higher percentage than what is represented in this contract.

ARTICLE I

Recognition and Scope

SECTION 1. Recognition

The Committee hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms or conditions of employment for all titles covered under School Employees Classification pay schedule for the employees of the Gardner School Committee, excluding however, the following employees: the secretary to the Superintendent of Schools, all emergency employees, and any other employees of the City of Gardner or its School Committee.

SECTION 2.

A. The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Agreement. However, any matter not mentioned in the Agreement or any matter mentioned in this Agreement for which specific directions are not set forth herein or which is not specifically delegated to the employees or the Arbitrator shall be reserved for decision by the School Committee or the Superintendent of Schools, as the case may be, in full discretion. In the exercise of such discretion, they shall not be subject to the Grievance and Arbitration procedures provided in this Agreement.

B. Except to the extent that there is contained in this Agreement an expressed and specific provision to the contrary, the Committee and the Superintendent retain, whether exercised or not, all of the authority, power, rights, jurisdiction and responsibility provided by the laws of the Commonwealth of Massachusetts to such Committee and Superintendent for the control, direction and management of the School Department and its work force including, but not limited to: the right to manage the affairs of the School Department and to maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to

determine the size of and direct the activities of the work force; to determine the schedule and hours of duty consistent with the statutes and ordinances of the School Department and the assignment of employees to work, to require from each employee the efficient utilization of their services; to hire, promote, assign, and retain employees; and to promulgate and support rules and regulations pertaining to the operations of the School Department and to the employees.

ARTICLE II Union Security

All present employees covered by this Agreement may, as a condition of employment, become and remain members of the Union in good standing within thirty (30) days after the signing of this Agreement. All future employees may become and remain Union members within thirty (30) days after being employed.

ARTICLE III Union Dues and Initiation Fees

Employees shall tender the Initiation fee (if any) and monthly membership dues by signing the "Authorization of Dues" form. During the life of this Agreement and in accordance with the terms of the form of "Authorization of Check-Off Dues" hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made on whatever day is consistent with present payroll practices.

ARTICLE IV Discrimination and Coercion

There shall be no discrimination by the Superintendent or other agents of the Committee against any employee because of their activity or membership in the Union. The Committee further agrees that there will be no discrimination against any member for their adherence to any provision of this Agreement or his refusal to comply with any order that would violate this Agreement.

The Committee will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE V Grievance and Arbitration Procedure

Any grievance or dispute that may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1.

The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within ten (10) working days.

Step 1A.

If the Grievance has not been settled, it shall be presented in writing to the Principal within ten (10) working days after the Supervisor's response is due. The Principal shall respond to the Steward in writing within ten (10) working days.

Step 2.

If the grievance has not been settled, it shall be presented in writing to the Business Administrator within ten (10) working days after the Supervisor's response is due. The Business Administrator shall respond to the Steward in writing within ten (10) working days.

Step 3.

If the grievance still remains unsettled, it shall be presented to the Superintendent in writing within ten (10) working days after the response of the Business Administrator is due. The Superintendent shall hold a hearing and respond in writing within ten (10) working days. Failure by the Superintendent to reply within this period shall be construed as a decision favorable to the employee.

Step 4.

Any grievance which alleges a violation of one or more of the provisions of this Agreement and which has not been settled under the procedures set forth herein may be submitted by the Union to the Massachusetts Board of Conciliation and Arbitration within thirty (30) calendar days following the date that the answer is due, or thirty (30) calendar days following the date the answer is received by the Union, whichever is sooner. Such submission to Arbitration shall be by written notification to the Superintendent of Schools and to the Chairman of the Massachusetts Board of Conciliation and Arbitration. Failure to submit such in writing within the time periods prescribed shall waive the grievance.

By mutual agreement, any grievance may be submitted to Mediation under the auspices of the Massachusetts Board of Conciliation and Arbitration prior to Arbitration. Fees, if any, will be equally divided between the parties.

Step 5.

Said Board of Arbitration shall confer with the representatives of the Union and the School Committee and will issue its decision and award, the reasons therefore, not later than twenty (20) days from the date of the closing of hearings, or if all hearings have been waived twenty (20) days from the date the final statements have been submitted to him.

The Arbitrator will be without power or authority to make any decision or award that violates the common law, or statutory law of the Commonwealth, or any rules and regulations promulgated pursuant thereto. The Arbitrator will be without power to add to or subtract from the terms of the Agreement. The Arbitrator shall be without power to require the commission of any act prohibited by law, or which violates any of the terms of this Agreement.

The Arbitrator will be without power or authority to render an award or decision concerning any matter that is excluded from the Grievance and Arbitration procedures of this contract.

The Arbitrator will be without power or authority to make any decision or award concerning any matter or grievance that occurred or failed to occur prior to the first day of July 1975. The decision of the Arbitrator will be final and binding except for review and confirmation as provided by the provisions of Chapter 150C of the Massachusetts General Laws.

Step 6.

Notwithstanding the previous steps of this Article, when an employee shall receive a written statement from the Employer in accordance with the Massachusetts General Laws Chapter 31 S43 or 46 G in a case involving the suspension, dismissal or removal or termination of employment, the employee must make an election in accordance with S8 of Chapter 150 E of the General Laws within seven (7) days after the receipt of said written statement or within seven (7) days following an adverse decision pursuant to the provisions of S16 of Chapter 32 or S42-43A of Chapter 41 of the General Laws of his choice or remedy that is either the grievance procedure under this Contract or the procedure in accordance with said Statutes. An employee shall make such election in writing and submit it to the Superintendent of Schools. If the employee elects Arbitration, the said Arbitration shall be the exclusive procedure for resolving any such grievance involved with suspension, dismissal, removal or termination notwithstanding any contrary provisions of S43, 46G or Chapter 31, S16 or Chapter 32, or S42-43A inclusive of Chapter 71. If the Employee elects Arbitration, the Arbitrator shall be chosen and shall conduct said Arbitration pursuant to the procedures and powers set forth in this Agreement.

Step 7.

The fees for Arbitrators, if any, will be borne equally by the Committee and the Union.

Step 8.

Any grievance that is not received by a Principal or Supervisor within fifteen (15) calendar days after the aggrieved person knew, or should have known of the act or condition upon which the grievance is based, is waived.

ARTICLE VI

Civil Service

The Committee and the Union shall recognize and adhere to all Civil Service and non-Civil Service employees, State Labor Laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

ARTICLE VII

Seniority

Civil Service seniority shall apply for all Civil Service purposes. For the purposes of the Agreement, other than Civil Service purposes, seniority shall be defined as the length of service of an employee on a continuous basis within a job classification covered by this Agreement. A bargaining unit employee's continuous service will be broken by voluntary resignation, discharge, or retirement.

Contract seniority, rather than Civil Service seniority, shall govern and control within the bargaining unit to the extent applicable when employees are bidding for preference of assignment, shift work and choice of vacation, except that for the choice of vacation, an employee's seniority shall also include such service performed by such employee with the City of Gardner from the date of their permanent employment with the City to the date of their employment with the Committee.

Job Posting

When a position covered by this Agreement becomes vacant, the hiring authority shall consider the applications of current employees. When a position covered by this Agreement is eliminated, the least senior qualified applicant, as determined by the Committee, shall be eliminated.

When a bargaining unit position becomes vacant, said position shall be posted for ten (10) business days.

In the event that a Civil Service position covered by this bargaining unit becomes vacant and that position can be filled from an eligible recall list, the position will be posted to all eligible employees inclusive of those employees on an active Civil Service recall list for a period not to exceed ten (10) business days upon notice to the School Department of the vacancy. In the event that the vacancy occurs without prior notice to the School Department, the School Department shall immediately fill the vacancy on a temporary basis from an eligible Civil Service recall list and post the position in accordance herewith.

Reduction in Force

Civil Service procedures will be followed. By Home Rule Petition the City has been removed from Civil Service with the exception of grandfathered permanent Civil Service. Prior to implementing a lay off or Reduction in Force, the Superintendent shall:

- Meet and discuss its intentions with the Association.
- Meet with the affected employee(s) and a union representative chosen by the employee to discuss how the decision was made

ARTICLE VIII Hours of Work

SECTION 1. Hours of Operations for Year-round Employees

- A. All full-time year-round and school year clerical employees will be scheduled to work a total of 39 ½ hours per week. Exact hours are to be determined by the direct supervisor.
- B. The maintenance and grounds-keeping employees will be scheduled to work Monday through Friday a total of 40 hours per week with a ½ hour daily unpaid lunch break. Daily hours for maintenance and grounds keeping employees are 6:30 A.M. to 3:00 P.M.
- C. The work shift of the employee may be changed by the Superintendent upon thirty (30) days written notice for sound business reasons.
- D. Full-time year-round employees and school year clerical employees will have a 1 hour lunch combining their ½ hour lunch and 2 fifteen minute breaks.
- E. Year-round employees are expected to report to work when school is closed due to inclement weather or other unusual conditions unless they are given the day off with pay at the discretion of the Superintendent. Employees who have reported to work will be guaranteed a minimum of two (2) hours of work upon reporting. Employees required to work when other members of the bargaining unit have been given the day off will be given compensatory time off, such time to be scheduled at the discretion of the Principal or Supervisor, normally when school is not in session

(such that a substitute is not needed).

F. Employees working less than a year-round schedule are not expected to report to work when school is closed. The usual pay will be given for such days when school is closed with the missed workday to be made up without pay on the day school is rescheduled.

G. Definitions

A year-round employee is an employee who is scheduled to work 52 weeks during the year. A school-year employee is an employee who is scheduled to work the student school year plus twelve (12) additional days. The twelve (12) additional days will occur immediately prior to the beginning of the student school year and immediately following the conclusion of the student school year six (6) before and six (6) after or some other combination). School-year employees will work a total of one hundred ninety-two (192) days in each fiscal year.

When there is an early release day for the purpose of professional development, all employees will be required to work their regular number of hours.

When there is a full-day professional development day for teachers, school-year employees do not work (not part of the 192 days).

When there is an early release day for the purpose of parent-teacher conferences, employees are expected to work their regular hours.

When there is an early release due to inclement weather, employees are expected to leave when the students leave and buses are cleared.

Employees working less than a year-round schedule are not expected to report to work when school is closed. The usual pay will be given for such days when school is closed with the missed work day to be made up without pay on the day school is rescheduled.

H. When an employee is required to work extra hours above and beyond their regular day due to staffing shortage or circumstance, or in cases when no administrator is available and the job responsibilities necessitate additional hours, the employee will be compensated appropriately.

SECTION 2. Wages

A yearly Transportation Stipend of \$150.00 is to be paid to the Sr. Accounts Payable Clerk, the Secretary at Gardner Middle School and the Secretary at Gardner High School.

**ARTICLE IX
Overtime**

Employees covered by this Agreement shall be paid overtime at the rate of one-and-one-half (1 1/2) times their regular rate of pay for all work, excluding any sick, bereavement or personal leave taken, in excess of eight (8) hours in one day; or, if the same is required by statute, law or forty (40) hours in one week. All work performed on Saturday and Sunday shall be paid at the rate of one-and-one-half (1 1/2) times the regular rate of pay. Employees shall not be required to take time off in lieu of monies earned for overtime work. Employees, however, may elect to receive compensatory time in lieu of monetary payment for overtime worked.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. Overtime refusals shall be considered overtime worked for purposes of equal distribution. When in cases of extreme emergencies it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area, which normally performs such related work, shall be released from their duties first when the work load lessens. Payroll records will be used to determine equity if a dispute arises.

Overtime work shall be voluntary except in the case of an emergency. An employee shall not be disciplined for his failure to perform voluntary overtime.

Any employee called back to work on 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 one-and-one-half (1 1/2) for all hours worked on recall. He will be guaranteed a minimum of two (2) hours pay at time-and-one-half (1 1/2). An employee may choose to receive compensatory time in lieu of monetary payment for such work during a recall.

ARTICLE X Union Representatives

A written list of Union Steward and other representatives shall be furnished to the Superintendent immediately after their designation and the Union shall notify the Employer of any changes.

Union officers shall be allowed time off to investigate, to settle grievances, and to attend grievance meetings and Arbitration sessions in accordance with the Agreement when such time is necessary for the performance of such duties, and provided they have received permission in advance from their School Principal/ Supervisor which permission shall not unreasonably be withheld.

Three (3) man-days of time without loss of pay shall be granted to the Union for a delegate(s) to attend the International, Massachusetts State Council #93 or State Labor Body Convention.

ARTICLE XI Holidays

SECTION 1.

All employees covered by this Agreement who occupy jobs that are scheduled on a year-round basis shall be granted holiday leave with pay on each of the following thirteen (13) holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	½ Day Before Thanksgiving Day
Good Friday	Thanksgiving Day
Patriots' Day	The Friday Following Thanksgiving Day
Memorial Day	½ Day Before Winter Break
Independence Day	Christmas Day
Labor Day	

All employees who are scheduled to work less than a year-round schedule and whose salaries are pro-rated on an equal basis for the shorter work year, shall be granted leave for holidays when they

are scheduled to work the day before and the day after said holiday.

Thanksgiving Day	Presidents' Day
Friday following Thanksgiving Day	Patriots' Day
Christmas Day	Labor Day
New Year's Day	Memorial Day
½ Day Before Winter Break	½ Day Before Thanksgiving Day
Good Friday	

SECTION 2.

In the event any employee shall be required to work said holiday, he shall be paid time-and-one-half (1 1/2) the regular hourly rate of pay for the time such employee is actually employed.

SECTION 3.

When a holiday occurs within the employee's vacation period, he shall receive an additional day's vacation with pay.

ARTICLE XII Vacations

This article applies to year-round employees only.

SECTION 1.

Each year-round employee will be entitled to vacation according to the following vacation schedules. The determination date to be used for deciding upon the number of vacation days for each employee will be July 1st.

<u>Number of Full Years Worked For the School Committee</u>	<u># Days</u>
After one year	10 days
After five years	15 days
After ten years	20 days
After fifteen years	25 days

SECTION 2.

Vacations must be taken in the calendar year in which they are earned, except that an employee, if hired prior to July 1, 2008, who during the calendar year has not taken their normal vacation, may carry forward two years' worth of their annual vacation to the next calendar year. An employee who has in excess of that amount of vacation accumulated on June 30 of any such year shall forfeit any amount of vacation in excess of the permitted accumulation. Employees hired on July 1, 2008 or after will not be permitted to carry forward vacation time.

School year clerical employees will be able to exchange a week of forced time off (Winter Break, February Vacation or April Vacation) for vacation at another time of the year. They will be able to take one week at a time with two weeks' notice. This would be at the discretion of the building Principal.

All clerical employees will receive a salary summary sheet at the beginning of each school year including yearly salary, sick days, vacation days, personal days, and longevity.

ARTICLE XIII
Sick Leave

All full-time (39 ½ hours per week) school year and year-round permanent employees hired prior to July 1, 2008 shall be granted sixteen (16) days per fiscal year, exclusive of regularly scheduled days off. Sick days not used in any year may accumulate.

All full-time (39 ½ hours per week) year-round employees hired on July 1, 2008 or later shall be granted twelve (12) sick days per fiscal year, exclusive of regularly scheduled days off. Sick days not used in any year may accumulate.

All full-time (39 ½ hours per week) school-year employees hired on July 1, 2008 or later shall be granted ten (10) sick days per fiscal year, exclusive of regularly scheduled days off. Sick days not used in any year may accumulate.

All employees shall be credited with their sick day allotment on July 1st of each year.

The employee's immediate supervisor may require a doctor's certificate, at the employee's expense, if an employee is absent from work for three (3) consecutive days or more, or if the immediate supervisor has reasonable cause to believe the employee may be abusing his Sick Leave.

Any employee claiming benefits under the Workers' Compensation or Sick Leave provisions of this Agreement shall submit an examination at the expense of the Committee by a physician designated by the Committee as requested during the period of disability.

Permanent part-time employees shall have the benefit of the provisions of this Article on a pro-rated basis.

Family illness days will be granted but must be deducted from accumulated sick leave.

In accordance with applicable state and federal laws, employees are eligible for Parental Leave, Family and Medical Leave Act Leave, and Small Necessities Leave Act Leave. An employee may elect to reserve up to five days of accrued vacation for future use and will not be required to take these paid days as part of such leave. Employees eligible for Family Medical Leave are also eligible for Small Necessities Act Leave under state law.

A. Parental Leave

Parenting leave to care for a newborn child or a child placed in the employee's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), 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 employees who are also eligible for leave under the Family Medical Leave Act ("FMLA") may be granted up to a combined total of twelve (12) weeks leave.

An employee taking leave under this provision who has accrued sick leave benefits and personal leave benefits under Article XII of this Agreement 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 employee's health care provider.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

The employee may return to work as soon as desired after the delivery of the child providing her physician approves her return. An employee on Parenting Leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing Leave. Such leave shall be without pay and subject to the rules and regulations in Section 3A above (Leave of Absence without Pay). Leaves of Absence shall not exceed twelve (12) months unless requested in writing and extended by the Superintendent.

An employee who adopts a child may have the benefit of the previous paragraph.

- B. All policies governing these leaves shall be provided to all existing bargaining unit members now and newly hired members at the time of hire.

Sick Leave Bank

The Committee shall establish by policy a Sick Leave Bank for use by the employees covered by this Contract. The School Committee will contribute 240 hours toward establishment of the “sick bank.” Sick leave from the sick bank may only be used for prolonged illness as defined by the Sick Leave Bank Committee. Days granted may only be used upon exhaustion of the employee’s own sick leave. Participation in the bank shall be voluntary. One earned day of an employee’s own accumulated sick leave will be donated to the Sick Leave Bank on an annual basis. Each employee who is eligible to participate in the Sick Leave Bank but who chooses not to participate must sign a release stating this. Only employees who have been employed by the Gardner Public Schools for a period of two years are eligible to participate in the Sick Leave Bank. Days granted must be approved by the building Principal and the Superintendent.

ARTICLE XIV

Bereavement and Personal Leaves

SECTION 1. Bereavement Leave

Up to five (5) working days at any one time may be granted to the employee in the event of a death in the employee’s immediate family. Immediate family is defined as spouse, children, siblings, parents, grandparents, and comparable in-laws, and significant others. Other relationships may be considered as “immediate family” at the discretion of the Superintendent of Schools. However, disapproval of bereavement leave is not subject to the grievance procedures of this Agreement. Time also may be allowed, at the discretion of the Superintendent of Schools, for death of close friends or relatives not in the immediate family. The employee will consider such time taken as a use of personal leave.

One (1) day of the leave period may be held for use at a later date for the purpose of attending interment.

SECTION 2. Personal Leaves

Three (3) days leave of absence, in full or half-day increments, shall be granted for religious, personal, legal, business, household or family matters which require absences during work hours, provided that:

1. Written approval has been granted by the immediate supervisor no less than two business days before such leave is to take place.
2. In case of an emergency, the immediate supervisors may waive the notification requirement.

Such leaves may not be accumulated.

ARTICLE XV Jury Pay

The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for Jury Duty.

ARTICLE XVI Insurance and Hospitalization

Each employee will be covered under the provisions of City of Gardner Health Insurance Plan.

Any claim for payment under said policy shall not be subject to the Grievance and Arbitration Procedures of this Contract, but shall only be subject to those procedures set forth in the policy of insurance.

Contributions for health insurance premiums for employees working less than 52 week schedules shall be increased to provide an amount approximately equal to the premiums required for the following summer and final adjustment will be made in June as necessary. A refund of such advance contributions for the summer insurance premiums will be made to anyone not enrolled for the summer.

ARTICLE XVII Uniforms and Protective Clothing

The Committee agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement.

Full-time, year-round maintenance and grounds keeping employees will be paid a clothing allowance of \$700.00 annually, to be paid at the beginning of the fiscal year.

In addition, the Committee shall provide storm weather gear at each work site for employees who work out-of-doors in inclement weather. Such storm gear will remain the property of the Committee.

ARTICLE XVIII Safety Committee

The Union shall have the right to appoint one (1) representative to the System-wide Safety Committee. Said committee shall appoint its own chairperson and meet regularly to review safety practices.

ARTICLE XIX

Bargaining During the Contract

Each of the parties to this Agreement acknowledge that during the collective bargaining process which preceded the execution of this Agreement, they had the free opportunity to present any and all matters to be raised in the collective bargaining process.

Therefore, from the date of the execution of this Agreement until the first day prior to the expiration of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether raised or not raised in the collective bargaining process, whether covered or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; except that if during the terms of this Agreement or any extension thereof, the applicability of Civil Service Law Rules and Regulations to employees covered by this Agreement shall be abolished or changed insofar as such change affects employees of the Committee only, upon request of the Union, negotiations shall commence concerning matters affected by such abolition or change.

Should any provision of this Agreement be found to be in violation of any federal or state law 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.

Furthermore, the Committee agrees to negotiate the impact of a decision declaring any provision of the Agreement invalid.

ARTICLE XX

Waiver

Failure of either party to this Agreement to exercise their rights or obligations hereunder, at any one time, shall not be deemed a waiver of the right of such party to exercise their rights or obligations in the future.

ARTICLE XXI

Longevity

SECTION 1.

Longevity payments will be made as follows for full-time permanent employees of the Committee covered by this Agreement:

After completion of five years - \$250
After completion of 10 years - \$750
After completion of 15 years - \$1250
After completion of 20 years - \$1750
After completion of 25 years - \$2000
After completion of 30 years - \$2500

Determination date for deciding the longevity payment will be June 30.

Payment of longevity pay shall be made on June 30 for all employees who are eligible during the fiscal year preceding such date; except any employee whose employment is terminated, except involuntarily for cause, shall receive payment on the date of termination for such longevity pay for which the employee was eligible in such fiscal year prior to the date of his termination.

ARTICLE XXII
Workers' Compensation and Indemnification

If any employee is absent as a result of an injury arising out of or in the course of his/her employment, he/she will be paid in accordance with the provisions of the Workmen's Compensation Act, Massachusetts General Laws, Chapter 152.

ARTICLE XXIII
Miscellaneous

SECTION 1. Bulletin Boards

Announcements shall be posted in conspicuous places where employees enter or leave the premises.

SECTION 2. Savings Clause

Should any provision of this Agreement be found to be in violation of any federal or state law or Civil Service rule 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; and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect; and if proper notice is given either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiations between the parties.

SECTION 3. No Discrimination

The parties to this Agreement agree that they shall not discriminate against any person of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.

SECTION 4. Access to Premises

The Committee agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL/CIO and/or Council #93, and or Local 1717 to enter the premises at any time for individual discussion of working conditions with employees after notifying the appropriate supervisor and provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Unit employees shall be allowed the use of school buildings as per the following conditions:

- 1) To the extent permitted others, the Unit members will have the right to use school buildings without paying user fees at reasonable times for meetings. The Principal at the building in question will be notified in advance of the time of all such meetings.
 - a. Permission to use the buildings must be obtained in writing by completing the building use application in the Superintendent's office.
 - b. Athletic facilities must be scheduled through the Athletic Director. Student activities take precedence.

SECTION 5.

No one outside the bargaining unit shall perform work assigned only to job titles within the bargaining unit.

SECTION 6.

- A. For all employees hired prior to July 1, 1992, upon retirement, if an employee has an accumulated sick leave balance, the employee shall be granted pay for such accumulation upon retirement at a rate of one (1) full day's pay for each such day of accumulated sick leave, not to exceed fifty (50) days pay plus an additional fifty percent (50%) of the daily rate for accumulated days over and above the first fifty days that remain. Daily rate of pay shall be defined as the employee's hourly rate of pay multiplied by the normal number of hours the employee is scheduled to work. Daily rate shall not include longevity pay or any other additional amount.
- B. For all employees hired on July 1, 1992 or later, but before March 1, 1994, upon retirement, if employee has an accumulated sick leave balance, the employee shall be granted pay for such accumulation upon retirement at a rate of one (1) full day's pay for each such day of accumulated sick leave, not to exceed fifty (50) day's pay plus an additional fifty (50%) of the daily rate for accumulated days over and above the first fifty days but not to exceed eighty (80) days. Daily rate of pay shall be defined as the employee's hourly rate of pay multiplied by the normal number of hours the employee is scheduled to work. Daily rate shall not include longevity pay or any other additional amount.
- C. Employees hired on or after March 1, 1994 shall receive no pay or accumulated sick leave upon retirement, voluntary termination or layoff.
- D. Upon voluntary termination or layoff, any sick leave days which an employee would have been entitled to upon retirement as per (a) or (b), respectively, the employee shall be granted pay for such days upon termination at a rate of one-fourth (1/4) day's pay for each such day of accumulated sick leave.

- E. Upon death prior to retirement, any accrued sick days or vacation days which an employee would have been entitled to upon retirement shall be paid to the estate of said deceased employee.
- F. Pay for accumulated sick leave is calculated based upon the rate of pay earned on the last day the individual worked.
- G. **STAY-WELL BENEFIT.** This benefit is for those employees who were hired on or after March 1, 1994. Eligible employees may offer to sell back three sick days at full pay to the Committee. This offer must be made in writing once and be submitted to the Superintendent's office no later than December 30. The election once made will stand unless the employee chooses to change the election. If the employee chooses to change the election, the change must be submitted in writing to the Superintendent's office no later than December 30. Payment for the days will be made in the following July.

SECTION 7. Educational Incentive

Any employee who attends courses of study or seminars of a nature intended to further the employee's job skill or knowledge in a job related field, who receives prior approval from the Superintendent of Schools, shall be reimbursed upon successful completion (grade average not less than 70%) for such course or seminar for 100% the full cost of tuition provided it does not interfere with his regular work day. In the event an employee is denied approval for a course or seminar, said employee may file a grievance.

ARTICLE XXIV Employee Evaluation

SECTION 1.

Performance evaluations are designed to serve the needs of both the employee and employer. An organized program for employee performance evaluation will:

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover and grievance;
- B. Serve as important motivational tools and improve the quality of job performance.
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communication.
- D. Base personnel actions on objective, accurate and fair performance appraisals.
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

SECTION 2

Performance evaluation of an employee shall be made annually by the supervisor at the end of each fiscal year with the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of service. Such evaluation will be recorded in writing on the form attached hereto, as Appendix 1, and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others)

SECTION 3

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term "immediate supervisor" shall mean an individual who is outside the bargaining unit.

SECTION 4.

The Superintendent's office shall receive all evaluations from the immediate supervisors and shall retain such evaluations together with any recommendations made on the basis of any such evaluation, and any evidence of materials submitted in support of such evaluation, in the respective personnel file of each employee.

SECTION 5

The employee may review his/her evaluation in the Superintendent's office

SECTION 6.

Evaluations shall not be subject to the grievance procedures unless they result in negative action.

GARDNER PUBLIC SCHOOLS
Local 1717 Pay Schedule
Year Round Employees
Contract Period: 7/1/19 – 6/30/22

7/1/19 - 6/30/2020 Rate of Increase: 2%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Building Maintenance Man	\$23.21	\$24.61	\$26.07	\$27.59	\$28.99
Groundskeeper	\$19.39	\$20.35	\$24.36	\$25.89	\$27.26
Sr. Clerk	\$19.47	\$21.75	\$24.65	\$26.18	\$27.59
Sr. Account Clerk/AP, Sr. Account Clerk	\$19.47	\$21.75	\$25.13	\$26.64	\$28.06
Sr. Clerk Typist	\$16.31	\$19.09	\$22.08	\$23.59	\$25.00

7/1/20 - 6/30/21 Rate of Increase: 2%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Building Maintenance Man	\$23.67	\$25.10	\$26.59	\$28.14	\$29.57
Groundskeeper	\$19.77	\$20.76	\$24.84	\$26.41	\$27.81
Sr. Clerk	\$19.86	\$22.18	\$25.15	\$26.71	\$28.14
Sr. Account Clerk/AP, Sr. Account Clerk	\$19.86	\$22.18	\$25.64	\$27.18	\$28.62
Sr. Clerk Typist	\$16.64	\$19.48	\$22.52	\$24.06	\$25.50

7/1/21 - 6/30/22 Rate of Increase: 2%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Building Maintenance Man	\$24.14	\$25.61	\$27.12	\$28.71	\$30.16
Groundskeeper	\$20.16	\$21.17	\$25.34	\$26.93	\$28.37
Sr. Clerk	\$20.26	\$22.62	\$25.65	\$27.24	\$28.71
Sr. Account Clerk/AP, Sr. Account Clerk	\$20.26	\$22.62	\$26.15	\$27.72	\$29.19
Sr. Clerk Typist	\$16.97	\$19.87	\$22.98	\$24.55	\$26.01

Any employees newly hired on July 1, 2008 or later will not be eligible for step 4 until they have completed five (5) years of service within the bargaining unit and will not be eligible for step 5 until they have completed eight (8) years of service within the bargaining unit.

GARDNER PUBLIC SCHOOLS
Local 1717 Pay Schedule
40-Week Employees
Contract Period: 7/1/19 – 6/30/22

7/1/19 - 6/30/20 Rate of Increase: 2%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Building Maintenance Man	\$24.09	\$24.49	\$25.94	\$27.46	\$28.83
Groundskeeper	\$19.29	\$20.25	\$24.25	\$25.77	\$27.13
Sr. Clerk	\$19.37	\$21.64	\$24.53	\$26.02	\$27.46
Sr. Account Clerk/AP, Sr. Account Clerk	\$19.37	\$21.64	\$25.01	\$26.52	\$27.93
Sr. Clerk Typist	\$16.22	\$19.00	\$21.98	\$23.48	\$24.87

7/1/20 - 6/30/21 Rate of Increase: 2%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Building Maintenance Man	\$24.57	\$24.98	\$26.46	\$28.01	\$29.40
Groundskeeper	\$19.67	\$20.65	\$24.73	\$26.28	\$27.67
Sr. Clerk	\$19.76	\$22.08	\$25.02	\$26.54	\$28.01
Sr. Account Clerk/AP, Sr. Account Clerk	\$19.76	\$22.08	\$25.51	\$27.05	\$28.49
Sr. Clerk Typist	\$16.54	\$19.38	\$22.42	\$23.95	\$25.36

7/1/21 - 6/30/22 Rate of Increase: 2%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Building Maintenance Man	\$25.07	\$25.48	\$26.99	\$28.57	\$29.99
Groundskeeper	\$20.07	\$21.06	\$25.22	\$26.81	\$28.23
Sr. Clerk	\$20.15	\$22.52	\$25.52	\$27.07	\$28.57
Sr. Account Clerk/AP, Sr. Account Clerk	\$20.15	\$22.52	\$26.02	\$27.59	\$29.06
Sr. Clerk Typist	\$16.87	\$19.77	\$22.87	\$24.43	\$25.87

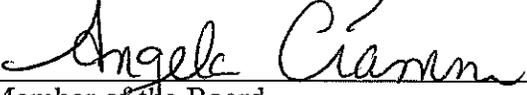
Any employees newly hired on July 1, 2008 or later will not be eligible for step 4 until they have completed five (5) years of service within the bargaining unit and will not be eligible for step 5 until they have completed eight (8) years of service within the bargaining unit.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed in their names and on their behalf by the duly authorized officers thereto this 13th day of November, 2018.

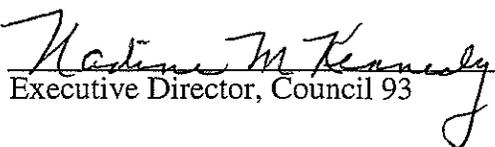
LOCAL 1717, STATE COUNCIL 41, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



Member of the Board



Member of the Board



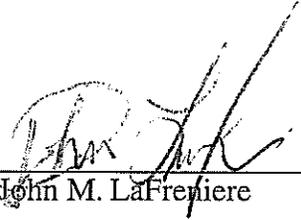
Executive Director, Council 93

SCHOOL COMMITTEE

Mark P. Hawke, Chairman

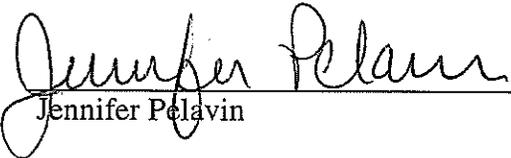


Robert Swartz, Vice Chair

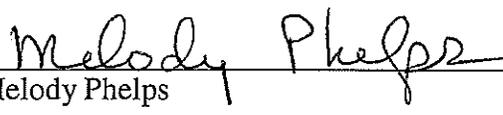


John M. LaFreniere

Anne Hurst



Jennifer Pelavin



Melody Phelps

James Abare

APPENDIX A
CHAIN OF COMMAND FOR GRIEVANCE PROCEDURE

**Gardner Public Schools
Table of Organization**

