

AGREEMENT

between the

ROCKLAND SCHOOL COMMITTEE

and the

ROCKLAND EDUCATION ASSOCIATION

Custodians

July 1, 2022 - June 30, 2025

Rockland Education Association Custodian Agreement

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Rockland Education Association Custodian Agreement

AGREEMENT

THIS AGREEMENT made and entered into at Rockland, Massachusetts, on June 16, 2022, by and between the School Committee of the Town of Rockland, Massachusetts, hereinafter designated and referred to as the Committee, and the Rockland Custodians Association, located in Rockland, Massachusetts, hereinafter designated and referred to as the Association, which is an employee organization, affiliated with the Rockland Education Association, acting as the agent of certain of the Employees in the employ of the Committee.

WITNESSETH

WHEREAS the Committee and the Association, in the manner and to the extent provided in this Agreement desire to enter into an agreement relating to salaries and other conditions of employment for the Employees described in Paragraph 20 in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by the Parties to this Agreement of the provisions and obligations hereinafter set forth, the Committee, the Association and the Employees hereby mutually and jointly agree as follows:

Article One

PREAMBLE

Paragraph 10. Recognizing that the establishment and maintenance of the highest possible standards are essential to the community and the national interest and that the legitimate and mutual interests of the students and the Employees are directly related to the quality and efficiency of the school program operated by the Committee, it is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations between the Committee and the Association, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation, in the manner and to the extent provided in this Agreement of the rights and benefits of the Employees and to provide for the performance of their work by the Employees in a conscientious skillful manner which will promote and assure the quality, continuity and efficiency of the operation of the Rockland Public Schools.

Paragraph 11. The Committee, the Association and the Employees recognize and accept the duty to cooperate fully, faithfully, individually and collectively in adherence to the provisions of this Agreement. For the purpose of achieving the objectives expressed in Paragraph 10, each Employee pledges that he will cooperate with the Committee in pursuing excellence of standards and methods, aiding and encouraging reliable

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attendance, exercising exemplary conduct and assisting in compliance with and the enforcement of the policies, procedures, regulations and standards prescribed by the Committee, which are not contrary to the provisions of this Agreement.

Paragraph 12. Except when otherwise specifically provided, references in this Agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in this Agreement. When they appear in this Agreement, the term "Custodian" and the term "Employee" may be applied interchangeably.

Article Two

RECOGNITION OF THE ROCKLAND CUSTODIANS ASSOCIATION

Paragraph 20. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 149 of the General Laws of the Commonwealth of Massachusetts, the Committee, during the term of and to the extent provided in this Agreement, recognizes the Association as the exclusive collective bargaining representative with respect to salaries, wages and conditions of employment for the Employees employed by the Committee in the bargaining unit described as follows:

- All full-time Custodians, including Head Custodians, who work eight (8) hours per day, forty (40) hours per week, Monday - Saturday, for a full calendar year, excluding the Supervisor of Buildings and Grounds, and all other Employees in the Employ of the Committee. The term "Employee" shall include all the employees in the bargaining unit described in this Paragraph. Except as otherwise specifically provided in this Agreement and except when the Association is notified otherwise in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this Paragraph are intended only to describe the Employees covered by this Agreement and not any particular work, and all reference to an Employee or Employees in this Agreement shall be deemed to include male and female Employees as the case may be.

Paragraph 21. The Superintendent shall have and retain the right to control, maintain, operate and supervise all the activities in the Rockland Public Schools; to select, train, assign, transfer and promote the Employees and to periodically evaluate and determine their qualifications; to interview, discipline, suspend or dismiss Employees in the manner provided by law and to limit Association activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Superintendent; to organize the supervisory staff and the Employees; to establish, change and discontinue the duties to be

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performed by the Employees, including the right to introduce improved methods, facilities, operations, processes, services and techniques; to establish, modify and enforce policies and regulations regarding cleaning, maintenance, conduct, discipline, schedules and safety regulations and all other rights pertaining to the operation and management of the business of the Superintendent and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the Employees provided however, that the exercise of these rights shall not be contrary to any specific provision of this Agreement.

Paragraph 22. Nothing in this Agreement shall limit or in any way restrict the right of the Committee to include Employees employed by the Committee who are not in the bargaining unit in the benefit programs as provided in this Agreement on a different basis than for Employees in the Bargaining units.

Paragraph 23. The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex or national origin, and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any Employee who engages or who does not engage in lawful Association Activities.

Paragraph 24. The Association enters into this Agreement on its own behalf and as the collective bargaining representative of the Employees in the bargaining unit as provided in Paragraph 20.

Article Three

CONTINUITY OF OPERATIONS

Paragraph 30. It is agreed that neither the Association nor any Employee will directly or indirectly or for any reason cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with any of the functions of the Rockland Public Schools. In the event that such prohibited conduct occurs, the Association will, promptly and in good faith, endeavor to terminate such prohibited conduct and to resolve the dispute in accordance with the provisions of this Agreement.

Paragraph 31. An Employee who engages or participates in the prohibited conduct described in Paragraph 30 shall be subject to disciplinary action, including reprimand, suspension and discharge and such disciplinary actions shall not be reviewable by arbitration, except that the fact of the participation of the Employee in such prohibited conduct will be subject to arbitration.

Paragraph 32. All Custodians will be under the specific direction and responsible to the Supervisor of Buildings and Grounds, and respective Building Principals, yet under

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the general direction of the Superintendent of Schools. All personnel will be expected to exercise the highest cooperation with principals of the various schools.

Article Four

CUSTODIAN ASSIGNMENTS

Paragraph 40. Each Custodian will be notified in writing of changes in his/her schedule for the coming school year, the school or schools to which he/ she will be assigned, as soon as practicable and under normal circumstances not later than July 1st.

Article Five

TRANSFERS

Paragraph 50. Employees will be consulted prior to a transfer and the Superintendent will endeavor to give notice of a transfer as far in advance as practicable. In selecting an Employee for transfer, consideration will be given to the quality of his/her past performance and length of service in the Rockland School System provided, however, that selections for transfer made by the Superintendent shall not be subject to the grievance procedure or to arbitration as provided in Article Eighteen.

Paragraph 51. Employees desiring a transfer for the current or following school year shall submit a written request therefore to the Superintendent between July 1st and the following June 30th. A request for a transfer, which is not acted upon by June 30th, shall expire at that time. Requests for transfer will be acknowledged either in writing or by an interview and if the transfer is denied, the reason therefore will, if requested, be given.

Article Six

VACANCIES AND PROMOTIONS

Paragraph 60. Notices of vacancies in a position other than part-time will be posted on a bulletin board in each school building. Also copies will be sent via the schools email system to the Employees. The Superintendent will endeavor to post said notices as far in advance of the appointment date as practicable, but no less than seven (7) calendar days. Qualifications for a position will be included in the notice and changes in the qualifications will be posted on the bulletin boards before said position is filled. During the months of July and August the notices of vacancies provided in this Paragraph will be mailed to the President of the Association at the address last known to the Superintendent.

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Paragraph 61. Employees who wish to be considered for a position must apply within seven (7) calendar days of posting. If there is more than one vacancy posted at any given time, the custodian may request consideration for any vacant position, but must designate his preference in order of priority. Consistent with the bidding procedures, custodians shall be allowed to bid and if selected be moved to a different position once during a fiscal year.

Recommendations for filling vacancies will be based on the following factors:

1. Experience including types of positions held in the system.
2. Ability and competence as judged by the appointing authority and Supervisor of Buildings and Grounds, past performance in the system, and anticipated ability to perform the duties of the position to be filled.
3. If factors one and two above are equal in the judgment of the appointing authority and the Supervisor of Buildings and Grounds the applicant with the longest service in the Rockland School System will be recommended for appointment.
4. All appointments recommended by the appointing authority are subject to the final approval of the Superintendent of Schools.

Article Seven

MISCELLANEOUS

Paragraph 70. Employees shall file with the Superintendent of Schools a report made by a registered physician or the school physician, on the basis of an examination before reporting to work, that they are in excellent health and are capable of carrying out their duties, said examinations to be paid for by the Employee.

Paragraph 71. At day ninety-one each full time custodian and maintenance worker shall receive a new uniform package including four (4) uniforms and one (1) jacket with a zip in liner. Laundering of uniforms shall be the responsibility of the individual. All other Employees uniform allowance will be:

2022-2023	\$800
2023-2024	\$850
2024-2025	\$900

The uniform allowance will be paid to Employees by July 31st of each year. Uniforms must be worn and maintained in a presentable manner at all times, or disciplinary action

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will be taken. A Committee consisting of one custodian, one maintenance worker, and two members designated by the School Committee shall review the policy of uniform use and recommend to the School Committee an agreed upon procedure.

Paragraph 72. Full-time Employees shall receive the difference between their regular pay and their jury pay if called to serve on a jury.

Paragraph 73. Employees may not use cafeteria or school facilities for their own personal use. Food and supplies may not be purchased from salesmen servicing these schools. Employees are not permitted to take home leftover food.

Article Eight

EVALUATION

Paragraph 80. The performance of an Employee shall be observed openly and with the knowledge of the Employee. His/her superiors shall give an Employee a copy of each evaluation report and he/she shall file a notification that he/she has received a copy of the report.

Paragraph 81. An Employee shall be permitted to review the contents of his/her personnel file except for confidential references and other confidential material received by the Superintendent at the time of the employment of said Employee. The Employee shall acknowledge the opportunity to review the contents of his/her personnel file. Whenever derogatory allegations have been placed in the file of an Employee he/she shall have the right to answer such allegations in writing to the Superintendent and the answer is appended to the file.

Paragraph 82. Employment may be terminated at any time for good and sufficient cause; however, two weeks' notice thereof shall be given by either Party.

Article Nine

WORK YEAR AND WORK DAY

Paragraph 90. The work year for the full-time and head custodians shall be a full calendar year beginning July 1st and ending June 30th, exclusive of paid vacations and holidays as provided in Paragraphs 94 and 96.

Paragraph 91. All new Employees shall be subject to a three (3) month probationary period before being placed on permanent status. Employees will be allowed to compute their vacation periods and sick leave, where applicable, from the beginning of the period. All other fringe benefits, where applicable, will begin at the end of the probationary period.

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Paragraph 92. Except as otherwise provided by this Paragraph, and subject to the provisions of Paragraph 93, the starting and closing hours of the work day for Employees will be determined by the Supervisor of Buildings and Grounds, with the approval of the Superintendent of Schools. The Employees shall work eight (8) hours per day, forty (40) hours per week, Monday - Saturday. The Superintendent shall establish the starting time and the dismissal time for the students in the Rockland Public Schools provided, however, that the maximum workday for the Employees should conform to the provisions of this Paragraph 92.

Paragraph 93. In addition to the normal work day as provided in Paragraph 92, Employees shall attend and participate in such afternoon meetings, conferences and related activities pertaining to their work as directed by the Superintendent or his deputy provided, however, that an Employee shall not be required to attend and participate in such activities for more than one (1) hours on two (2) occasions in a single month on a day when school is in session, except by mutual agreement otherwise between the Employee and the Superintendent. The Superintendent will endeavor, when it is found practicable, not to schedule meetings on Fridays or on days preceding a holiday or a vacation period.

Paragraph 94. Employees are to work during school vacation and non-school days. They must work when school is closed on account of the weather. Employees are not expected to work on the following legal Holidays: [Fifteen (15) days] New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas.

Paragraph 95. The work year is defined as July 1st to June 30th. Vacation time will be based on years of service as of July 1st. Employees will receive one (1) week vacation or proportionate part thereof during their first year of employment from July 1st to June 30th. Beginning as of July 1st of the 2nd work year Employees will receive vacation based on the following chart:

Earned Vacation Day Chart

Work Year	Earned Vacation Days
0-1	5 days*
2-4	10 days
5-10	15 days
11-15	20 days
16+	25 days

*(After successful completion of the probation period)

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All vacation time is based on the Employee's years of continuous service. Vacation time may be taken at any time throughout the year at the discretion of the Supervisor of Buildings and Grounds with the approval of the Superintendent of Schools. Five (5) days may be carried over into the next year, but must be used that year. Upon separation of duties, Employees will be entitled to a lump sum payment for any earned **unused** vacation pay. Vacation pay will be prorated based on the time worked during that work year effective July 1, 2016.

Paragraph 96. Custodians and Head Custodians, beginning the first week after July 4th and up until the week before students start, will work ten (10) hours per day, Monday through Thursday, with Fridays off. If a holiday falls on a Friday, the following Monday will be off. This item to be agreed upon by the Association and the Committee each June based on practical needs of the school system.

Article Ten SALARIES

Paragraph 100. Effective July 1, 2018 and subject to the provisions of this Agreement, the compensation for the Employees for their work year shall conform with the following schedule:

Salary Schedule

Full time	2022-2023	2023-2024	2024-2025
1	\$752	\$771	\$790
2	\$776	\$795	\$815
3	\$798	\$818	\$839
4	\$827	\$848	\$869
5	\$852	\$873	\$895
6	\$878	\$900	\$923
10	\$908	\$931	\$954
15	\$932	\$955	\$979
20	\$958	\$982	\$1,007

Salaries will be calculated on a yearly basis covering 52.2 weeks.

Paragraph 101. Salary increments for all Employees are not automatic and will be approved only when, in the opinion of the Superintendent, an otherwise eligible Employee has demonstrated a continued high standard of performance and improved

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efficiency of service. Annual salary increments for all Employees shall require the recommendation of the Superintendent.

Paragraph 101a. An Employee who has been in the employ of the Superintendent and who has worked for more than ten (10) years as shall receive annual longevity pay in accordance with the following schedule:

	After 10 Yrs.	After 14 Yrs.	After 19 Yrs.	After 24 Yrs.	After 29 Yrs.
2022-2023	\$1,975	\$2,425	\$3,175	\$3,425	\$3,550
2023-2024	\$2,075	\$2,525	\$3,275	\$3,525	\$3,650
2024-2025	\$2,175	\$2,625	\$3,375	\$3,625	\$3,750

For professional employees who leave service during the school year, longevity will be prorated, based on the number of days worked during the school year.

This may be received in one lump sum (minus deductions) the first pay period in December or in twenty-six (26) equal payments as part of the regular pay.

Paragraph 102. When working for non-school organizations and extracurricular school programs, Employees will be paid the following:

	Hourly	Minimum
2022-2023	\$35.00	\$70.00
2023-2024	\$35.00	\$70.00
2024-2025	\$35.00	\$70.00

Employees will be paid time and one-half (1 1/2) for working on holidays. Employees will be paid time and one-half (1 1/2) for being on duty outside regular working hours in relation to their specific duties*. Employees called back to work in an emergency shall receive time and one-half (1 1/2) for a minimum of two (2) hours. Employees called back between 11:00 PM and 5:00AM or holidays or weekends to work during an emergency shall receive time and one-half (1 1/2) and will be paid for a minimum of four (4) hours. (*Including outside contractors.)

Paragraph 102A. No Employee will be allowed to work overtime or outside activities while on sick leave or Workers' Compensation, until he/she has medical clearance to work forty (40) hours per week.

Paragraph 103. In the event that an Employee does not report for work for a reason not approved by the Superintendent, the Superintendent may deduct from the salary payable to said Employee one (1) day's pay for each school day of absence. Except in the event of illness or an emergency as defined by the Superintendent, absence for more than one half (1/2) of a school day shall be considered as absence for a full day.

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Paragraph 104. The salary as provided in Paragraph 100 for each full-time Custodian should be paid in twenty-six (26) equal biweekly payments beginning in July.

Paragraph 105. An Employee who temporarily takes over the duties of a Head Custodian or Maintenance Man shall receive the Head Custodian or Maintenance Man’s differential beginning on the first day of such duties. Maintenance personnel covering for Supervisor of Buildings and Grounds will receive five dollars (\$5.00) more per hour.

Paragraph 106. Employees will receive an additional weekly rate above the compensation provided in Paragraph 100 as follows:

Second Shift

	Elementary	Middle/High School	Middle/High School New Hires after 7/1/12
2022-2023	\$145	\$220	\$150
2023-2024	\$148	\$226	\$153
2024-2025	\$152	\$232	\$157

Third Shift

2022-2023	\$145	\$150	
2023-2024	\$148	\$153	
2024-2025	\$152	\$157	

Paragraph 107. An Employee who retires by June 30th, 2023 and notifies the Committee by February 1, 2023 will receive a one-time payment of \$3,000.00.

Paragraph 108. Part-time employees shall receive the following hourly rate during the life of this contract:

2022-2023	\$16.73
2023-2024	\$17.15
2024-2025	\$17.57

All part-time custodians should receive an hourly rate of \$16.73 for time worked over 20 hours per week. The first 20 hours worked in any week should continue to be paid at the established hourly rate. This does not apply to the summer vacation months and scheduled shutdowns during the school year. During summer vacation periods, part-time custodians should be paid the established hourly rate for all time worked.

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Article Eleven

SUPPLEMENTARY COMPENSATION

Paragraph 110. The performance of duties as provided in this Article shall be voluntary and subject to the specific compensation provided in Paragraphs 111-113. The objectives and policies affecting the staffing and the extent of the duties described in this Article shall be determined by the Superintendent. In the manner and to the extent provided in Paragraphs 111-113, all assignments for the performance of the duties provided in this Article shall be for one (1) school year. An Employee who receives supplementary compensation for the performance of the duties as provided in this Article shall not have released time because of said duties. The designation of an activity or of a position and a salary therefore as provided in this Article shall not be construed to require the employment of an Employee for said activity or position. Nothing in this Article shall be construed to create a position or to require the continuance of an existing position. Increases in supplementary salaries are based on satisfactory evaluations.

Paragraph 111. The Head Custodian and Assistant Head Custodian of a building, the Maintenance Men, and the Mechanic will receive an additional weekly rate above the compensation provided in Paragraph 100 as follows:

<u>Head Custodian</u>	2022-2023	2023-2024	2024-2025
Middle/High School	\$294	\$302	\$309
Assistant Middle/High School	\$68 + Shift differential	\$70 + Shift differential	\$72 + Shift differential
Elementary	\$195	\$200	\$205
<u>Other Jobs</u>	2022-2023	2023-2024	2024-2025
Maintenance Men	\$210	\$215	\$221
Mechanic	\$328	\$336	\$345

<u>Other Jobs</u>	2018-2019	2019-2020	2020-2021
Maintenance Men	\$193	\$197	\$201
Mechanic	\$302	\$308	\$314

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Paragraph 112. The Head Custodian of a building in consultation with the Director of Buildings and Grounds will arrange for the building to be checked on weekends when deemed necessary. However, the Head Custodian is expected to check the building at any time there is an emergency, for which he/she will receive compensation as required by law.

Paragraph 113. The provisions pertaining to the compensation for the activities and duties provided in this Article shall be included in the annual contract between each Employee and the Superintendent.

Article Twelve

INSURANCE AND RETIREMENT

Paragraph 120. As required by law, full-time Employees and Employees who work twenty (20) hours or more per week shall belong to the Plymouth County Retirement System and deduction for this purpose shall be made automatically from the salary check.

Paragraph 121. The group insurance provided by the Town of Rockland and as amended during the term of this Agreement shall be applicable to the full-time Employees covered by this Agreement who advise the Superintendent in writing that they desire to participate in said group insurance. All accidents and injuries should be reported at once to the immediate supervisor and an accident form completed by the school nurse.

The employer shall pay 79% of group insurance provided by the Town of Rockland.

Article Thirteen

SICK LEAVE

Paragraph 130. In the manner and to the extent provided in this Article a full-time Employee who is unable to work because of illness or non-occupational injury requiring confinement or treatment by a licensed physician shall, upon notification to the Office of the Superintendent as soon as possible after the beginning of said illness or the occurrence of said injury receive sick pay up to a maximum of eighteen (18) days exclusive of accumulated sick pay as provided in Paragraph 131, in any single school year. The provisions of this Paragraph shall not apply in the event of an injury incurred in the course of gainful employment or self employment other than as an Employee.

Paragraph 131. The sick pay as provided in Paragraph 130 shall apply to an Employee who has completed one (1) school year of employment and shall be cumulative from year to year up to a maximum total of one-hundred-eighty (180) days of sick pay. During the first school year of employment, an Employee who reports for duty in accordance with his/her employment contract shall be eligible to receive one and

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one-half (1 1/2) days of sick pay for each month of employment subject to a maximum of eighteen (18) days of sick pay during the first school year. If the employment of the Employee should be terminated before the full amount of sick leave for which he/she was compensated is earned, the necessary deductions shall be made from his/her final paycheck. Before approving sick leave as provided in this Article, the Superintendent may require a certificate signed by the attending physician of the illness or injury of an Employee who has been absent from work for more than five (5) consecutive days in any single school year.

Paragraph 131A. Up to five (5) of said eighteen (18) days may be utilized by an otherwise eligible Employee in the event of serious illness of his/her children, parents, spouse or other relative residing in the same household with the Employee.

Paragraph 132. A Custodian who has accumulated one-hundred-eighty (180) days of sick leave as provided in Paragraph 131 has the option of having five (5) vacation days bought back at the per diem rate.

Example: Option One - 5 weeks vacation

Option Two - 4 weeks vacation plus one extra weeks pay

Paragraph 133. Upon the effective date of this Agreement, a Sick Leave Bank for use by eligible members of the staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established.

At the beginning of the school year, members of the staff covered by this Agreement who wish to participate in said Bank shall each contribute one (1) day of their annual eighteen (18) days of sick leave in order to fund the Bank. Said days in the sick leave Bank shall not be accumulated from one year to the next nor replenished during the school year. The Bank shall be renewed each year by eligible employees of the staff who wish to participate in said Bank by contributing one (1) of their annual eighteen (18) days of sick leave to refund the Bank.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the School Committee to serve at its discretion and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.

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3. Length of service in the Rockland School System.

All decisions of the Sick Bank Committee shall be final and shall not be subject to grievance and/ or arbitration.

Paragraph 134. An Employee with five (5) years or more of continuous actual work in the employ of the Committee who retires or resigns shall be entitled to a one-time separation benefit payable for one (1) school year at the time of retirement/resignation to be computed on the basis of accumulated sick leave as follows:

If the member has accumulated fifty (50) or more days of sick leave, the Employee shall receive one (1) day's pay for each day over fifty (50) up to one-hundred (100) days computed on the basis of his or her applicable salary at the time of retirement or resignation of the then applicable salary as provided in Paragraph 100. Employees hired after July 1, 2010 will need twenty (20) years of continuous service to access this benefit.

Article Fourteen

BEREAVEMENT

Paragraph 140. In the event of the death of a parent, step-parent, spouse, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild of an employee or another relative or domestic partner of said employee who at the time of death is living in the same household as the employee, the employee shall receive a leave of absence (with pay) for a period not to exceed five (5) days. In the event of the death of a grandparent, spouse's/domestic partner's grandparent, brother-in-law or sister-in-law, the employee shall receive a leave of absence (with pay) of three (3) days. In the event of the death of an aunt, uncle, niece or nephew of the employee, or of their spouse/domestic partner, the employee shall receive a leave of absence (with pay) of one (1) day.

Article Fifteen

LEAVE OF ABSENCE

Paragraph 150. Upon a written request approved by the Superintendent, a full-time Employee may use two (2) of the eighteen (18) days of sick leave as provided in Paragraph 130 for a personal day. In the discretion of the Superintendent, a request by telephone for a leave of absence for a personal day as provided in this Paragraph will be allowed, provided that a letter of confirmation is delivered promptly to the Superintendent.

Paragraph 151. Full-time Employees shall be entitled to a leave of absence with pay for the reasonable time required for appearances in legal proceedings related to their work or employment as an Employee of the Committee.

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Paragraph 152. In the manner and to the extent provided in this Paragraph, a full-time female Employee shall, upon application to the Superintendent, receive a maternity leave of absence for not longer than one (1) year, without pay or increment, provided that:

1. The Employee notifies the Superintendent as soon as the pregnancy has been determined.
2. An Employee on maternity leave shall notify the Superintendent in writing not later than April 15th in any calendar year of her intention to resume her duties as an Employee at the beginning of the following school year.
3. Evidence of fitness and ability to perform the duties of an Employee satisfactorily to the Superintendent shall be delivered to the Office of the Superintendent prior to the resumption of work after a maternity leave.
4. Pursuant to Massachusetts General Laws, Chapter 151B, Section 4(1) and Chapter 149, Section 105D, every full-time female Employee is now entitled as a matter of law to at least eight (8) weeks maternity leave if she complies with the following conditions:
 - a. She has completed an initial probationary period set by her employer which does not exceed six (6) months, or in the event the employer does not utilize probationary period for the position in question, has been employed for at least three (3) months and
 - b. She gives two (2) weeks notice of her expected departure date and notice that she intends to return to her job.
 - c. She is entitled to return to the same or a similar position without loss of employment benefits for which she was eligible on the date her leave commenced, if she terminates her maternity leave within eight (8) weeks. (The guarantee of a same or similar position is subject to certain exceptions specified in M.G.L.c. 139 & 105D.)

Accrued sick leave benefits shall be provided for maternity leave purposes under the same terms and conditions, which apply to other temporary medical disabilities.

An Employee requesting a leave of absence under the provisions of this Paragraph shall file an application therefore on a form provided by the Committee at the Office of the Superintendent and the Employee shall notify the Superintendent as soon as practicable of the termination of pregnancy.

Paragraph 153. When a full-time Employee is designated in writing by the Association as its representative to attend a Step No. 2 grievance meeting as provided in

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Paragraph 192 during a school day, the Employee will upon not less than two (2) days notice if possible to the Principal or immediate supervisor and to the Superintendent, be released from his assigned work without loss of pay for such time as is reasonable and necessary to attend said meeting. The Association and the Employees agree that the privilege authorized in this Paragraph will not be abused.

Paragraph 154. In the manner and to the extent provided in this Paragraph and at the discretion of the Superintendent, a leave of absence for not longer than one (1) year without pay or increment may be granted to an Employee for the purpose of enabling the Employee to care for a person within their immediate family who is ill and requires care, provided that the Employee delivers to the Superintendent evidence satisfactory to him that is necessary for the Employee requesting a leave of absence to care for the ill person.

Paragraph 155. In the manner and to the extent provided in this Paragraph and at the discretion of the Superintendent, a leave of absence for reasons of health for not longer than one (1) year without pay or increment may be granted to an Employee who has worked in the Rockland School System provided that the Employee delivers to the Superintendent evidence satisfactory to the Superintendent of the need for said leave of absence.

Paragraph 156. A leave of absence may, upon application in writing, be extended in the sole discretion of the Committee. All matters pertaining to salary, increment, supplementary compensation and duties and related matters upon the return from an extended leave of absence shall be determined by the Committee in each instance and, whenever possible, transmitted in writing to the Employee at the time the extended leave is granted.

Article Sixteen

PROVISIONS PERTAINING TO EMPLOYMENT-RELATED ASSAULT

Paragraph 160. Employees shall immediately deliver to the Office of the Superintendent, a written report of all instances of assault upon them during the course of their employment. The report of an assault shall be forwarded to the Committee and the Committee will comply with a request by the Employee involved which it considers to be reasonable, for information in its possession which, in the opinion of the Committee, is not confidential or legally restricted, relating to the incident or the persons involved in the assault. In the manner and to the extent it considers appropriate and reasonable, the Superintendent will act as a liaison between the Employee, the police, and the courts in a matter arising under the provisions of this Paragraph 160.

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Article Seventeen

PAYROLL DEDUCTIONS

Paragraph 170. During the term of this Agreement, the Committee will, at the written request of eligible Employees who sign and deliver to the Committee a written authorization on a form approved by the Committee, make deductions in the manner and to the extent provided in this Article from the wages or salaries due and payable to said Employees for group life insurance and health insurance plans. The amount of the deductions shall be paid over in accordance with the provisions of the written authorization, all as provided in this Paragraph.

Paragraph 171. During the term of this Agreement, the Committee agrees that it will, at the written request of the Employees who sign and deliver to the Committee an authorization form satisfactory to both the Committee and Association, make deductions in the manner and to the extent specifically provided in this Article, from the wages or salaries due and payable to said Employees of their uniform regular, current, annual dues as members of the Rockland Education Association.

Paragraph 172. The deduction from wages and salaries as provided in this Article shall be subordinate to first, deductions for Federal, State or Municipal withholding taxes and second, deductions for hospital and medical payments, pension or retirement plans or insurance premiums under a plan sponsored by the Committee.

Paragraph 173. The amount of the regular current, annual Association dues collected by the Committee by deductions from the wages or salaries due and payable to the Employees as provided in Paragraph 171, and a statement in the form which the Committee considers convenient and adaptable to its record keeping procedures designating the name of each Employee from whose wages the deductions were made and the amount of each deduction, shall be mailed to the Treasurer of the Rockland Education Association at its office in Rockland, Massachusetts.

Paragraph 174. The authorization form referred to in Paragraph 171 may be withdrawn by the Employee by whom it was executed at any time by giving at least sixty (60) days' notice in writing of such withdrawal delivered to the Chairman of the School Committee in Rockland, Massachusetts, and by filing a copy of said withdrawal with the Treasurer of the Rockland Education Association at Rockland, Massachusetts. Said authorization, if not previously canceled or revoked, shall be deemed automatically canceled and revoked and of no further force or effect upon the termination of this Agreement or upon the termination of the employment of the Employee by whom it was signed, whichever shall first occur. Notwithstanding any provision to the contrary in the authorization or in any other document, said authorization shall be deemed revocable and subject to withdrawal, automatic cancellation or revocation as provided in this Article.

Paragraph 175. It is understood and agreed that the obligations of the Committee with respect to the check-off of regular, current, annual Association dues is limited to the

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obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. In particular, the obligation of the Committee to make deductions from the wages or salaries due and payable to the Employees as provided in Paragraph 171 is limited to uniform regular, current annual Association dues and does not oblige or require the Committee to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Association. The Association agrees that all payments for Association dues received from the Committee by deductions from the wages or salaries due and payable to the Employees under the provisions of this Article or received directly from an employee shall be applied solely toward the uniform, periodic, regular, current, annual Association dues for said employee or employees and that none of said payments will be applied by the Association toward the payment of fines or assessments of any kind.

Paragraph 176. The Committee shall not be liable to the Association for any error in making or failing to make any deduction required by the provisions of this Article except for willful misconduct or clear lack of good faith provided, however, that upon notice in writing to the Committee by the Association of any such error, the Committee will make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay period. The Association agrees that the Committee shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this Article if deemed necessary or prudent by the Committee to protect itself against assignments, attachments or liens against the wages or salary of an Employee which, in the judgment of the Committee, are or may be prior to or superior to any deductions authorized pursuant to the provisions of this Article. The Association agrees that nothing in this Article shall be construed to obligate or require the Committee to do anything or to take any action contrary to law or contrary to government statutes or regulations.

Paragraph 177. The Committee may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Association stating the amount of the uniform, periodic regular, current, annual Association dues. Unless and until advised in writing by the Association that the amount of its uniform, periodic regular, annual dues have been changed in accordance with applicable law, the Committee may conclusively presume that the amount of said annual dues is unchanged.

Paragraph 178. The Association agrees to and does hereby indemnify, defend and hold the Committee harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Committee in reliance upon any information, list, notice, statement or authorization for the check-off of Association dues delivered by the Committee, by the Association or by an Employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

Paragraph 179. In the event of the breach of any of the provisions of Article Three, the obligations of the Committee under the provisions of this Article Sixteen shall,

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without the necessity of any action by the Committee, forthwith and automatically terminate and shall be of no further force or effect provided however, that upon the presentation of evidence satisfactory to the Committee that the Association has communicated with the employee or employees involved in a breach of Article Three and has called attention to and warned said employee or employees of the provisions of this Paragraph 179, the Committee will limit its action under the provisions of this Paragraph 179 to the employees involved in the breach of Article Three.

Article Eighteen

ADJUSTMENT OF GRIEVANCE

Paragraph 180. The Committee and the Association, for itself and as the representative of the Employees agree that the exclusive method for the processing and settlement of a grievance as defined in this Paragraph shall be in accordance with the grievance and arbitration procedure described in this Article. A grievance is defined as a claim or a dispute between an Employee of the Association and the Committee which involves the interpretation, meaning, application of or compliance with the provisions of this Agreement or any amendment or supplement thereto. The Committee and the Association agree to observe and follow the procedure described in this Article and that any determination or decision which shall be made in accordance with said procedure shall be binding upon the Committee, the Association and the Employees

Paragraph 181. Nothing in this Article will be construed as limiting the right of an Employee to discuss informally a possible or a potential grievance with his immediate supervisor

Paragraph 182. A grievance as defined in Paragraph 180 and otherwise subject to this Agreement shall be processed in accordance with the following procedure

- (a) Step No. 1. The grievance shall be filed with the Principal of the school at which the employee is assigned and thereafter there will be a prompt discussion of the grievance between the aggrieved employee and the Principal at which a representative of the Association may at the request of the aggrieved employee be present and participate. In the event of the absence or disability of the Principal, the Assistant Principal of the school shall act on behalf of the Principal. A grievance which is not presented by an employee to the Principal or to the Assistant Principal within five (5) working days after the occurrence or knowledge of the alleged cause of the grievance shall be deemed to have been waived. The Principal or the Assistant Principal, as the case may be, shall advise the aggrieved employee in writing of the decision concerning the grievance within five (5) working days after the grievance was presented.

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- (b) Step No. 2. In the event that a grievance is not settled in Step No. 1, the aggrieved employee or the Association may within five (5) working days after the date of the decision in Step. No. 1, submit the employee's grievance in writing, signed by the aggrieved employee on a form jointly prepared by the Committee and the Association and delivered to the Office of the Superintendent of Schools. The written grievance shall state the available facts concerning the alleged grievance, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after the receipt of the written grievance there shall be a discussion with respect to said grievance between the aggrieved employee and the Superintendent at which a representative of the Association shall be present and participate. In the event of the absence or disability of the Superintendent, the Assistant to the Superintendent shall act on behalf of the Superintendent. Within five (5) working days after the conclusion of the discussion as provided in this Step No. 2, the Superintendent or the Assistant to the Superintendent, as the case may be, shall advise the aggrieved employee and the Association in writing of the decision concerning said grievance.

- (c) Step No. 3. In the event that the decision under Step No. 2 is not satisfactory, the aggrieved employee or the Association may within five (5) working days after the date of said decision file a written appeal to the School Committee requesting that the Committee investigate the grievance. Within five (5) working days after the receipt of the written appeal the grievance shall be discussed among the aggrieved employee, an accredited representative of the Association and not less than three (3) members of the School Committee. The School Committee shall within five (5) working days after the conclusion of the discussion as provided in this Step No. 3 advise the aggrieved employee and the Association in writing of its decision concerning said grievance.

Two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or a class of employees may in the written request to the other Party by the Committee or by the Association, be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article

Paragraph 183. In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 182, the grievance may be submitted to arbitration in accordance with the following procedure

- a. The request for arbitration may be made by the Association or by the Committee by notification in writing to the other Party within five (5) working days after the date of the final determination under the grievance procedure as provided in Step No. 2 in Paragraph 182.

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- b. Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, 294 Washington Street, Boston, Massachusetts 02108 for the appointment of an arbitrator and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) days period, the Committee and the Association mutually agree upon an arbitrator.
- c. The request for arbitration shall state the provision or provisions of this Agreement on which the grievance is based and shall state the remedy or the relief sought by the Party requesting arbitration.
- d. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to change the established Salary Schedule or other forms of compensation as provided in the Agreement nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation effective on or retroactive to a date earlier than the beginning of the school year prior to the filing of the written grievance as provided in Step No. 2 in Paragraph 182. The arbitrator shall have the authority to enjoin violations of this Agreement and to award compensatory and other damages
- e. The arbitrator shall mail his written decision simultaneously to the Committee, to the Association and to the Aggrieved employee within fifteen (15) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Committee, the Association and the aggrieved employee
- f. The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and by the Association.

Paragraph 184. By mutual agreement in writing between the Committee and the Association, a grievance otherwise subject to the grievance procedure as provided in Paragraph 180 and in Paragraph 181 and otherwise subject to this Agreement may be initiated at Step No. 2 of the grievance procedure or directly submitted to arbitration as prescribed in Paragraph 182. A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the Committee or by the Association before any State or Federal regulatory agency.

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Paragraph 185. Except where an extension of time has been sought and obtained, in the event of the failure by either the Committee, the Association or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed to have been withdrawn or affirmatively accepted, as the case may be. The Committee, the Association and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable extension of the time limitations provided in this Article

Paragraph 186. The breach of any of the provisions of Paragraph 30 by one or more Employees shall, at the option of the Committee, terminate the obligation of the Committee to arbitrate a dispute involving those employees.

Article Nineteen

REDUCTION IN FORCE

Paragraph 190. In the event of layoffs, a thirty (30) day notice will be given if there is no financial emergency. A recall list will be established after layoffs are announced. Recall will be based on seniority. Those with seniority will be recalled first and the Recall List will be valid for one year from the date of layoff. Seniority and benefits accumulated at the time of layoff will not be affected for one year. Any custodian who refuses a job offer, equal to his previous position, while on the recall list will be removed from the list.

Article Twenty

PROVISIONS FOR REOPENING

Paragraph 200. Articles Nine, Ten and Eleven and two other articles or paragraphs may be reopened by the Committee or by the Association to take effect on July 1, 2025 by a notice in writing received by the other party no later than October 15, 2024. In the event of a reopening as provided in this paragraph, the Committee and the Association agree to meet promptly to institute appropriate negotiations.

Article Twenty-One

SCOPE OF AGREEMENT

Paragraph 210. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Association, to the Employees and to the Committee pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to

Rockland Education Association Custodian Agreement

salaries, wages, hours and conditions of employment, and that the understandings and agreements among the Parties concluded during the course of negotiations are fully stated in this Agreement. It is agreed that the provisions of this Agreement shall bind and benefit each individual Employee.

Paragraph 211. The Committee and the Association, for itself and on behalf of the Employees, agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement, and that neither the Committee nor the Association shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement provided however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties prescribed in Article Eighteen.

Paragraph 212. Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Employees who are actually working and in the current employee of the Committee.

Paragraph 213. The Association acknowledges that there is and for many years there has been in circulation a Manual of Policies and Regulations, including Job Specifications, issued and distributed by the School Committee and that the facilities under the jurisdiction of the Committee have been and are being operated in accordance with the provisions of said Manual. The Association agrees that except to the extent otherwise specifically provided in this Agreement, the current Manual issued by the Committee shall remain in full force and effect, and that nothing in this Agreement shall in any way limit or restrict the right of the Committee to continue to amend, reissue, distribute and enforce the manual described in this Paragraph.

Paragraph 214. No addition, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Committee and by the Association.

Paragraph 215. By mutual agreement in writing between the Committee and the Association, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

Paragraph 216. The failure by the Committee or by the Association in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

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Article Twenty-Two

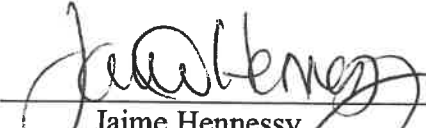
DURATION

Paragraph 220. This Agreement shall take effect on July 1, 2022 and shall continue in effect until and including June 30, 2025. The agreement's terms shall remain in full force and effect beyond the duration specified until a successor agreement is voluntarily negotiated by the parties.

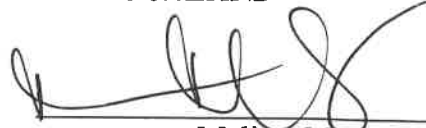
Rockland Education Association Custodian Agreement

IN WITNESS WHEREOF, the School Committee of the Town of Rockland, Massachusetts, has caused this Agreement to be executed on its behalf by Jamie Hennessey and Melissa Mauro-Small its representatives duly authorized, and the Rockland Education Association has caused this Agreement to be executed on its behalf by Kevin Henderson, its representative, at Rockland, Massachusetts on June 16, 2022

**THE SCHOOL COMMITTEE
FOR THE TOWN OF ROCKLAND**




Jaime Hennessey
Duly Authorized Representative



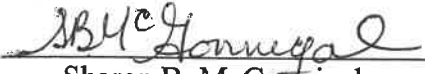
Melissa Mauro-Small
Duly Authorized Representative

The signatures of Jamie Hennessey and Melissa Mauro-Small
witnessed by Alan Cron

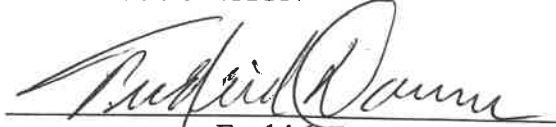


Alan Cron
Superintendent of Schools

ROCKLAND EDUCATION ASSOCIATION



Sharon B. McGonnigal
Duly Authorized Representative



Fredrick Damon
Duly Authorized Representative

The signatures of Sharon McGonnigal and Fredrick Damon
witnessed by



Kevin Henderson