

AGREEMENT
BETWEEN THE
SCHOOL COMMITTEE
OF THE
TOWN OF MARBLEHEAD

AND THE
MARBLEHEAD PUBLIC SCHOOLS
CUSTODIAN'S ASSOCIATION

July 1, 2025 - June 30, 2028

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AGREEMENT entered into on this 10th day of December 2024 by and between the Marblehead School Committee, hereinafter referred to as the "Committee" and the Marblehead Public Schools Custodians' Association, hereinafter referred to as the "Union."

ARTICLE 1

SECTION 1 - RECOGNITION

Subject to any applicable provisions of state and federal law or regulation now or hereinafter in effect, the Committee recognizes the Union as the exclusive bargaining representative of the employees of the unit described in Section 2 hereof.

SECTION 2 - UNIT DESCRIPTION

The collective bargaining unit represented by the Union and recognized by the Committee in Section 1 hereof is described as follows:

All permanent fulltime custodians and maintenance personnel of the Facilities Department, including bus driver/custodian and maintenance supervisor, but excluding all other employees and supervisors of the Marblehead School Department and the Town of Marblehead.

The word "employee" as used in this Agreement shall, unless the context requires otherwise, mean all persons employed as custodians and maintenance persons recognized by the Committee as being in the bargaining unit.

ARTICLE 2

NON-DISCRIMINATION

There shall be no discrimination, interference, retaliation, restraint or coercion by the Committee, Union, or their respective agents against any employee because of the employee's membership or non-membership in the Union and activities on behalf of the Union.

No one shall be required to become or remain a member of the Union as a condition of employment for the Marblehead School Department.

ARTICLE 3

SECTION 1 - HOURS OF WORK

The normal working period per week for the day shift shall be forty (40) hours. The normal working period per week for the late shifts (those employees whose consecutive working hours begin at 12:00 noon or later on a regularly scheduled basis) shall be forty (40) hours and compensation shall be at the employee's hourly rate for the day shift plus a night differential. Night differential for 2nd shift

(currently 2 pm to 10:30 pm) employees shall be \$17.38 per week. Employees who do not work a full week on the 2nd shift (unless they are a regularly scheduled night shift employee who worked less than a full week due to the use of sick leave) shall receive the prorated amount of the night differential based on the days actually worked on a night shift during the week. Effective with the start of the work week following ratification of this Agreement [December 10, 2024], the \$17.38 per week night shift differential paid to employees regularly assigned to the 2nd shift shall be replaced with an hourly differential as follows:

Effective Date	Night Shift Differential for Employees Regularly Scheduled to the 2 nd Shift
July 1, 2025	\$1.50 per hour
July 1, 2026	\$2.00 per hour

The beginning and end of the payroll week shall be determined by the Committee and shall consist of any seven (7) consecutive days used by the employer for payroll purposes excluding Saturdays and Sundays. The night shift differential shall only be paid when school is in session.

The Committee agrees that in the event it makes a shift change it will, whenever practicable, and subject to the purpose of the change or operating needs, first seek qualified volunteers.

The Committee agrees that in the event a change is to be made in an employee's hours, it will, where such change is foreseeable so as to allow for ten (10) days notice, give such notice prior to effectuating the change.

SECTION 2 - OVERTIME

Whenever the word "overtime" is used in this Agreement, it shall mean the time during which an employee is required to work in excess of forty (40) hours in any work week or in excess of eight (8) hours per day, excluding personal leave and vacation leave, whichever total number of overtime hours, daily or weekly, is the greater in any one work week, but without duplication. Hours worked excludes personal leave and vacation leave, but shall include holiday leave, sick leave, funeral leave, jury duty leave and Union Business Leave. All overtime assigned by the Committee shall be paid at the rate of time and one-half of the employee's regular hourly rate of pay and to the nearest one-half (1/2) hour. There shall be no pyramiding or duplication of overtime.

It is recognized that the assignment of overtime work for employees is the function of the Committee in keeping with its responsibility for meeting its obligations to the citizens of the Community. Subject to the requirements of the Committee, overtime work will be assigned as follows:

1. The head custodian of each building shall be responsible for the distribution of all overtime within the employee's building, and to see that this is done on a rotating basis; with a posted listing of all employees by seniority, and this list is to be used to record all overtime.
2. If additional overtime in a particular school is required, it will be distributed equitably among other employees.
3. Assignment of overtime as provided above shall first be on a voluntary basis. In the event the Committee, or its representative, determines that there are not a sufficient number of qualified volunteers, overtime shall be mandatory in the inverse order of seniority amongst the qualified employees. In the event that an employee is forced to work mandatory overtime, pursuant to this Section, the employee shall be paid overtime regardless of whether they have met the overtime hours threshold in accordance with Section 2 of this Article. The time from which an employee has been excused from overtime shall be credited on the record as though the employee actually worked (for distribution purposes only) and the employee's name will drop to the bottom of the rotating list.

The same provisions shall exist whenever any private person or organization has contracted for the services of a custodian for a function to be held in any school building. The same list shall be used to distribute this overtime and the rate of pay shall be as stipulated in the rental contract as authorized by the School Committee.

Any employee who has completed the employee's normal work day and has left the premises and is recalled to work before the next day's normal starting time shall be paid at the rate of time and one-half (1 1/2) with a guaranteed minimum of four (4) hours' pay at time and one-half. The recall provisions set forth herein shall not apply to the weekend safety and security checks.

ARTICLE 4

HOLIDAYS

Employees shall receive one (1) day of regular straight time pay for the day (including Saturday and Sunday) on which each of the following holidays are observed by the Commonwealth of Massachusetts.

Day before New Years*	Independence Day
New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Indigenous People's Day
President's Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	December 24*
	Christmas Day

*December 24 and the day before New Year's Day are additional paid holidays provided they do not fall on a Saturday or a Sunday.

The Superintendent or the Superintendent's designee will at a minimum assign one employee to work at each School building on the day before New Year's Day, should there be employees scheduled to work in the building that day. The Director of Facilities or the Director's designee will first seek volunteers but then make the employee building assignment on a rotating basis starting with the least senior employee.

The Superintendent or the Superintendent's designee will determine by December 15, which, if any, building(s) will require staffing.

An employee who works on the day before New Year's Day will be awarded one vacation day. If any of the holidays listed above falls during an employee's vacation leave, the employee shall be granted an additional day's paid vacation.

The Union acknowledges and agrees that the only holidays to which they are entitled are those specifically listed in Article 4.

ARTICLE 5 VACATIONS

Full-time employees shall be entitled to vacation with pay, subject to the terms and conditions hereinafter provided, in accordance with the following schedule:

Length of Continuous Service as Employee as of Annual Accrual Date/ Amount of Vacation

Service as of July 1 st	Vacation Days
Less than five (5) years of continuous service	10 days
More than five (5) years of continuous service but less than ten (10) years	15 days
More than ten (10) years of continuous service but less than sixteen (16) years	20 days
More than sixteen (16) years of continuous service but less than seventeen (17) years	22 days
More than seventeen (17) years of continuous service but less than thirty (30) years	25 days
More than thirty (30) years of continuous service but less than thirty-two (32) years	26 days
More than thirty-two (32) years of continuous service	27 days

The parties have agreed that as of July 1, 2016, the vacation year will be changed from January 1st through December 31st (calendar year) to July 1st through June 30th (fiscal year), and the accrual date for vacation time will be changed from January 1st to July 1st of each year. Therefore, as of July 1, 2016, employees will receive their vacation time accruals based on their years of continuous service as of July 1st of each year.

Eligible employees will receive their full yearly vacation allotment on July 1st of each year based on their years of continuous service as of July 1 of each year. New employees will receive prorated vacation time from the date of hire through June 30th of the first year. Upon July 1, they will receive their vacation allotment in accordance with the schedule above.

The School Administration shall have the sole discretion to approve vacation leave requests so as to maintain and retain a reasonably balanced work force during the year. Employees must provide vacation leave requests to the Superintendent or the Superintendent's designee at a minimum of five days prior to the requested vacation. Exceptions can be granted by the Superintendent following written request.

Vacations shall not be accumulated. Employees who are not allowed by the Administration to take the vacation to which they are entitled within the schedule established by the Administration shall not lose their vacation. In buildings having more than one custodian, then within the vacation schedule designated by the Administration, seniority shall apply in selecting the vacation periods, subject to the needs of the system.

ARTICLE 6A
SICK LEAVE

All full-time employees shall be entitled to eighteen (18) working days per year sick leave with pay. Unused sick leave may be accumulated to an amount not in excess of one hundred eighty (180) working days. The maximum amount of unused sick leave days against which the applicable percentage applies under Article 12, Section 5 shall be as follows: 180 days

Employees shall call in sick to the Director of Facilities or the Director's designee as soon as practicable but in no event later than 1 hour before their shift start time. The Director of Facilities shall notify the Head Custodian where the employee is assigned. In the event of an emergency sick call, employees shall call in sick as soon as possible.

The Superintendent, or the Superintendent's designee, may require an employee to provide a doctor's note substantiating the employee's need for sick leave upon the employee taking a fourth consecutive sick day.

Eligible employees will accrue their full yearly sick time allotment on July 1st of each year.

Employees shall be given a written accounting of accumulated sick leave days no later than October 30 of each year.

ARTICLE 6B
COMBINED SICK LEAVE BANK

Effective with the start of the 2025-2026 school year, there shall be established a Sick Leave Bank for employees covered by the Marblehead Education Association Instructional Assistants Unit, Operational Support Personnel Unit, Custodians Unit, and Permanent Substitutes Unit with the following rules and regulations.

- a. The Sick Leave Bank is a benefit available to support employees in positions represented by the bargaining units who due to a prolonged serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness.
 - i. The purpose of Sick Leave Bank is to support members who are experiencing the devastating effects of a serious, long-term illness or injury. It is not designed to replace or extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.

b. Initial Establishment of Sick Leave Bank Criteria

- i. Beginning on the first day of the 2025-2026 work year, all employees in positions represented by the MEA in the Instructional Assistants Unit, Operational Support Personnel Unit, Custodians Unit, and Permanent Substitute Unit will be given the opportunity to be members of the Sick Leave Bank by donating one (1) of their sick days to the Sick Leave Bank each school year.

c. New Hire and/or Member Buy in *AFTER* initial Establishment of the Sick Leave Bank

- i. New hires have thirty (30) calendar days to join the Sick Leave Bank from the date of employment by donating one (1) of their sick days to the Sick Leave Bank.
- ii. Current employees who did NOT buy into the Sick Leave Bank when it was established and employees who did not elect to join the Sick Leave Bank within thirty calendar days from the date of employment will have thirty (30) calendar days from the start of the new school year to buy into the Sick Leave Bank by donating two (2) of their sick days to the Sick Leave Bank.
- iii. Current employees who buy into the Sick Leave Bank after the initial establishment and new employees who buy into the Sick Leave Bank after thirty calendar days from the date of employment will be eligible to draw from the Sick Leave Bank *AFTER* one (1) school year of membership in the Sick Leave Bank.

d. Replenishment of the Sick Leave Bank

- i. The maximum number of days in the Sick Leave Bank shall be one hundred (100) and the minimum number of days shall be thirty (30).
- ii. When the number falls below thirty (30) days during a school year, all current members of the Sick Leave Bank who have completed their probationary period will donate one (1) day. If the number of days remaining in the Sick Leave Bank falls below thirty (30) days again in the same school year, members who have the maximum number of sick leave days will each be asked to contribute one (1) additional day to replenish the Sick Leave Bank.
- iii. Members of the Sick Leave Bank who retire from the Marblehead Public Schools may donate up to ten (10) days to the Sick Leave Bank.

- iv. Any Sick Leave Bank days that are not used in one school year shall be carried over to the next school year subject to section d.i. above.
- e. Opting Out of Membership in the Sick Leave Bank.
 - i. Members of the Sick Leave Bank must notify the payroll office in writing at least fifteen (15) days prior to the start of the new work year if they want to discontinue their membership in the Sick Leave Bank. Failure to notify in writing will automatically continue membership in the Sick Leave Bank for the work year.
- f. Administration of the Sick Leave Bank
 - i. A Sick Leave Bank Committee of four (4) members will be established between the Marblehead Education Association ("Association") and the Marblehead Public Schools. The Sick Leave Bank Committee will consist of two (2) members designated by the School Committee to serve at the School Committee's discretion and two (2) members designated by the MEA President/Co-Presidents.
 - ii. The Sick Leave Bank Committee shall determine the eligibility for the use of the Sick Leave Bank and the amount of leave to be granted.
 - iii. Awards of benefits from the Sick Leave Bank require a majority vote of the full Sick Leave Bank Committee.
 - iv. In the event of a tie vote, eligibility will be determined by the School Committee where the Marblehead Education Association will represent the member requesting days from the Sick Leave Bank in executive session.
 - v. Any initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. If need continues, reapplication to the Sick Leave Bank may be made for further extensions up to a maximum of thirty (30) days each. Except as provided hereafter in this paragraph, no more than ninety (90) days may be granted by the Sick Leave Bank Committee to any individual for a single illness or accident. The Sick Leave Bank Committee agrees to give due consideration to those situations of unusual circumstances and for hardship arising from prolonged illness or accident when an employee's accrued sick leave and ninety (90) days from the Sick Leave Bank Committee have been exhausted. Such situations will be brought to attention of the Sick Leave Bank Committee by the Association only, whereupon

the Sick Leave Bank Committee may authorize additional days from the Sick Leave Bank but not to exceed the balance of days in the Sick Leave Bank.

- vi. A member who has received a grant from the Sick Leave Bank, upon their return to regular duties during the work year, will receive up to five (5) sick leave days from the bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the Sick Leave Bank on the last day of school in the work year.

g. Criteria to Request Days from the Sick Leave Bank.

- i. Subject to the provisions of this Article, the Sick Leave Bank Committee shall utilize the following criteria in administering the Sick Leave Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence, including diagnosis and prognosis, of serious and/or prolonged illness or injury and expected date of return. This information shall remain confidential with the Sick Leave Bank Committee. The Sick Leave Bank Committee may require a second opinion from an independent medical examiner. The cost of the independent medical examination will be borne by the employer.
2. Access to the Sick Leave Bank may be barred because of the history of prior usage or annual and accumulated sick leave.
3. In order for a member to be eligible for the Sick Leave Bank benefits in a successive school year, the members must return to work for a period of time at least as long as the period for which the member received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.

h. Sick Leave Bank Binding Agreement.

- i. This Article is not subject to grievance and arbitration. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsider to the Committee itself.

ARTICLE 7

OTHER LEAVES

SECTION 1 - FUNERAL LEAVE

In the case of death of the employee's spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of parent, and other member of the employee's immediate household, the School Administration shall grant the employee a leave of absence without loss of pay for a period of up to five (5) days (i.e., the employee does not automatically receive five (5) days but shall be granted a leave of absence of between one (1) and five (5) days); such day(s) to be taken within thirty (30) consecutive days from the date of the death.

SECTION 2 - PERSONAL DAYS

Each employee shall be entitled to two (2) paid personal days per contract year for imperative personal, legal business, or imperative household or imperative family matters which necessitates the employee's presence and cannot be scheduled outside of work hours. Employees hired after January will receive one personal day. The employee will give at least 96 hours' notice, when possible. Personal days cannot be taken on days immediately preceding or following holidays or vacations. Exception can be granted by the Superintendent following written request.

SECTION 3 - PARENTAL LEAVE

Effective with births/adoptions that occur after December 10, 2024:

Massachusetts Parental Leave Act (MPLA), M.G. L. chapter 149, section 105D, provides for up to 8 weeks of leave and the federal Family Medical Leave Act (FMLA) provides for up to 12 weeks of leave for an eligible employee for the birth of the employee's child and for the adoption of a child as defined by these laws. For employees who are eligible for both MPLA and FMLA leaves, these leaves run simultaneously with each other and with the paid leaves provided by this Section. If both parents are employed by the Committee and are eligible for leave benefits provided by the FMLA and/or MPLA for the birth or adoption of the same child, they shall share such benefits.

The employee shall provide at least two (2) weeks' written or email notice to the employee's supervisor and to the Committee's Human Resources office of the employee's anticipated date of departure (or as much notice as practicable when the delay in providing notice is beyond the employee's control) and the employee's intention to return to work following the leave.

Parental leave is for:

- a. the purpose of giving birth and/or bonding with a newborn child; or
- b. the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee.

Any employee who is eligible for parental leave pursuant to the MPLA and/or the FMLA for the birth or adoption of the employee's child shall be entitled to the following paid leave benefits:

1. An employee who is eligible for FMLA may use up to sixty (60) consecutive work days of leave starting within the first six months following the birth or adoption of the employee's child as defined by the FMLA. The employer shall provide paid leave for the first fifteen (15) days of such leave without deduction from the employee's accrued leave and the employee may use the employee's accumulated paid leave for the balance of the leave not to exceed forty-five (45) days.
2. An employee who is not eligible for FMLA, but who is eligible for MPLA may take up to eight weeks of leave starting with the birth or adoption of the employee's child as defined by the MPLA. The employer shall provide paid leave for the first fifteen (15) days of such leave without deduction from the employee's accrued leave and the employee may use the employee's accumulated paid leave for the balance of the leave period.

Employees who are eligible for both FMLA and MPLA for the birth/adoption of the employee's child shall receive the benefit above that is greater.

Upon completion of the parental leave, the employee shall be restored to the same or similar position the employee held when the parental leave commenced. The Committee shall not be required to restore an employee on parental leave to the previous or similar position if the employee is subject to layoff, nonrenewal or reassignment.

ARTICLE 8

SECTION 1 - JURY DUTY

The Committee agrees to make up the difference in an employee's wages between the employee's regular week's wage and the compensation received for jury duty, provided, however, the employee reports for work on each workday when the employee is excused from such duty. A certificate setting

forth the amount received by such employee for jury pay shall be delivered to the Committee by the employee.

SECTION 2 - UNION BUSINESS LEAVE

Three (3) of the four (4) members of the Union's negotiating and grievance committee shall be granted leave from duty with no loss of pay or benefits for all collective bargaining meetings between the School Committee and the Union for the purposes of negotiating the terms of a contract when such meetings take place during the time such members are scheduled to be on duty.

Further, that such leave shall also apply when the negotiating and grievance committee is required to meet with the School Committee or other school administration personnel for the purpose of processing grievances when such meetings take place during the time such committee members are scheduled to be on duty.

Upon a request to the Superintendent or the Superintendent's designee, which shall not be unreasonably denied, the Union will be permitted up to two (2) meetings to prepare proposals for successor contract negotiations.

These meetings shall be held between 2:30 pm and 4:30 pm unless agreed otherwise. Also, upon a request to the Superintendent or the Superintendent's designee, which shall not be unreasonably denied, the Union will be permitted two (2) meetings for ratification vote for a successor contract. These meetings shall be held between 2:30 pm and 4:30 pm unless agreed otherwise.

ARTICLE 9

SECTION 1 - PROBATIONARY PERIODS

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until the employee shall have actually worked one hundred eighty-five (185) full work days from the date of employment. Probationary employees may be disciplined, discharged, or otherwise terminated at the sole discretion of the Superintendent of Schools and such action shall not be subject to the grievance and arbitration provisions of the Agreement.

The Administration agrees that it will not demote, suspend, discharge or take other disciplinary action against employees who have passed their probationary period and who are continued in the employ of the Marblehead School District without just cause.

SECTION 2 - JOB POSTING - BIDDING

Before hiring an individual to fill a permanent vacancy and positions covered by this Agreement, the Administration shall post a notice of vacancy in each school, with a job description, for a period of not greater than fifteen (15) working days, should it be the intention of the Administration to fill the vacancy.

All individuals interested in applying for the vacancy, whether from the inside or outside, must apply in writing during the applicable posting period.

After initial screening of all applications, those candidates who are determined as leading candidates for the position will have interviews promptly scheduled.

Upon acceptance of the position by the successful candidate, all of the candidates from within the system and others from without who have received interviews, will be notified of the Administration's action.

SECTION 3 - GRIEVANCE PROCEDURE

Any grievance, which may arise between the parties hereto, shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

- Step 1. The employee, or a representative of the Union shall take up the grievance with the employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or of the date the employee first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The employee's immediate supervisor shall attempt to adjust the matter and shall respond within fourteen (14) calendar days after the submission of the grievance to the immediate supervisor in Step 1.
- Step 2. If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent, or the Superintendent's designated representative within seven (7) calendar days after the supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent shall respond in writing within ten (10) calendar days after the submission of the grievance to the Superintendent in Step 2.
- Step 3. (Not Applicable to Grievances Involving Discipline) If the grievance is still unresolved, the Union may, within ten (10) calendar days after the reply of the Superintendent is due or received, whichever is earlier, submit the grievance to the Committee. The Committee shall meet with the

aggrieved employee and representative of the Union within twenty-one (21) calendar days after receipt of the written grievance in an effort to resolve the matter.

Step 4. If the grievance cannot be resolved by and between the Committee and the aggrieved employee and the Union, or the Superintendent, as the case may be, within fifteen (15) calendar days after the meeting held in Step 3, or Step 2, as the case may be, then the matter may be submitted to arbitration within thirty (30) days thereafter by either the Committee, or the Administration, as the case may be, or the Union pursuant to the Labor Arbitration Rules of the American Arbitration Association.

Failure of the grievant to present a grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth herein may be enlarged by the written consent of the parties hereto. In the event any of the parties to whom the grievance is presented as hereinbefore provided fails to respond within the time limits provided, it shall be deemed a denial of the grievance.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of the arbitrator's authority, the decision of the arbitrator, to the extent provided by law, shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration.

The Committee will make available, upon request, such records which the Committee and the Union agree are pertinent to the arbitration and are not, in the opinion of the Committee, of a confidential nature.

ARTICLE 10

PROMOTIONS

In the event two or more candidates from within the bargaining unit are equally qualified for a position upon which they have made bids pursuant to Article 9, Section 2, the employee having the most seniority shall be selected as one of the finalists for the position.

Except as hereinafter provided, a candidate from within the bargaining unit shall be awarded the position over a candidate from without the bargaining unit, where the inside candidate's qualifications equal or exceed the qualifications of the candidate from without. The Administration may reject all applicants, however, and re-post and re-advertise said position, as desired.

“Qualifications” as used in this Article shall include but shall not be limited to such factors as ability, skill, previous training, experience, performance, record of absenteeism and tardiness and ability to relate to the public.

The successful applicant shall be given a fourteen (14) calendar day trial period in the new position at the applicable rate of pay. If, at the end of the trial period, the applicant (if an incumbent employee) desires to return to the employee’s old position, or it is determined by the Administration that the employee is not qualified to perform the work, the employee shall be returned to the employee’s old position and pay rate. The Administration may extend the trial period up to an additional 76 calendar days.

This Article shall not be applicable to the position of Maintenance Supervisor. The appointment of Maintenance Supervisor shall not be subject to challenge.

ARTICLE 11

TRANSFERS

The School District shall have the right, after consultation with the union, to make any permanent transfer so long as the transfer is within the same shift (i.e., 1st, 2nd) and is done in the best interest of the School District.

The School District shall have the right to make any permanent transfers (including those between shifts) if qualifications are not equal. If qualifications are equal, the School District shall have the right to make permanent transfers (including those between shifts) only if done in the inverse order of seniority.

Temporary transfers may be made by the Administration without regard to seniority. A temporary transfer is a transfer often (10) work days or less.

Temporary transfers involving (a) a change from the day shift to a shift which if worked on a regularly scheduled basis would entitle the employee to the night shift differential, or (b) a change from a shift in which the employee is then receiving the night shift differential to a day shift, will carry the following compensation in addition to the employee’s hourly rate:

- | | |
|--|--|
| (a) Temporary transfer from day shift to night shift | Amount equal to night shift differential rate |
| (b) Temporary transfer from night shift to day shift | Amount equal to one and one-half (1 1/2) times night shift differential rate |

“Qualifications” as used in this Article shall include, but shall not be limited to, such factors as ability, skills, previous training, experience, performance, record of absenteeism and tardiness and the ability to relate to the public.

ARTICLE 12

COMPENSATION

SECTION 1 - JOB CLASSIFICATION

Regular full-time employees shall be eligible for consideration for advancement of one step on July 1 of each year, after at least six (6) months of continuous service. (If a new hire does not have at least six (6) months of continuous service, they will not be eligible for a step until the following July 1.) The Administration reserves the right to withhold increments from an employee doing unsatisfactory work.

Any employee promoted or reclassified to a higher rated position shall enter it at the minimum rate (or step) for the appropriate compensation grade; except however, that if the employee's existing rate is the same or higher than the minimum rate for the higher-rated position, the employee shall be moved to the next higher step above the employee's present salary.

SECTION 2 - JOB DESCRIPTIONS

The School Committee shall issue, and maintain current, functional job descriptions of all positions covered under this contract. Said job descriptions shall be made available to all applicable employees for the purpose of job bidding and job reclassification.

The Administration will share proposed changes in job descriptions with the Union in sufficient time for the Union to respond prior to the Administration making a final decision regarding implementation.

SECTION 3 - SALARY SCHEDULE

The salary of each employee of the bargaining unit shall be determined pursuant to the following provisions of this section, except as otherwise noted in the below pay schedules. Direct deposit is mandated for all bargaining unit employees. The Union acknowledges that the Committee has fulfilled its bargaining obligations with regard to moving from weekly pay to bi-weekly pay. Effective no earlier than the first pay period at least 90 calendar days following notice to the Union and employees of

implementation, employees shall receive their pay on a bi-weekly basis through direct deposit with electronic pay advices in lieu of paper paystubs.

When the Committee moves from weekly pay to bi-weekly pay, the Committee shall provide each full-time employee with a one-time payment in the gross amount of three hundred dollars, prorated for part-time employees, payable in the first week that weekly pay ends and prior to the start of bi-weekly pay.

FY 2026

FY26-7/1/2025 - 6/30/2026 Hourly Rates							2.00%
Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	\$19.39	\$20.36	\$21.38	\$22.45	\$23.57		
10	\$20.36	\$21.38	\$22.45	\$23.57	\$24.76	\$25.99	
11	\$21.38	\$22.45	\$23.57	\$24.76	\$25.99	\$27.29	
12	\$22.45	\$23.57	\$24.76	\$25.99	\$27.29	\$28.65	
13	\$23.57	\$24.76	\$25.99	\$27.29	\$28.65	\$30.09	
14	\$24.76	\$25.99	\$27.29	\$28.65	\$30.09	\$31.59	
15	\$25.99	\$27.29	\$28.65	\$30.09	\$31.59	\$33.17	\$33.83
16	\$27.29	\$28.65	\$30.09	\$31.59	\$33.17	\$34.82	\$35.52
17	\$28.64	\$30.08	\$31.59	\$33.17	\$34.82	\$36.57	\$37.30

FY 2027

FY27-7/1/2026 – 6/30/2027 Hourly Rates							2.50%
Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	\$19.87	\$20.87	\$21.91	\$23.01	\$24.16		
10	\$20.87	\$21.91	\$23.01	\$24.16	\$25.38	\$26.64	
11	\$21.91	\$23.01	\$24.16	\$25.38	\$26.64	\$27.97	
12	\$23.01	\$24.16	\$25.38	\$26.64	\$27.97	\$29.37	
13	\$24.16	\$25.38	\$26.64	\$27.97	\$29.37	\$30.84	
14	\$25.38	\$26.64	\$27.97	\$29.37	\$30.84	\$32.38	
15	\$26.64	\$27.97	\$29.37	\$30.84	\$32.38	\$34.00	\$34.68
16	\$27.97	\$29.37	\$30.84	\$32.38	\$34.00	\$35.69	\$36.41
17	\$29.36	\$30.83	\$32.38	\$34.00	\$35.69	\$37.48	\$38.23

FY 2028

FY28-7/1/2027 - 7/1/2028 Hourly Rates							2.50%
Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	\$20.37	\$21.39	\$22.46	\$23.59	\$24.77		
10	\$21.39	\$22.46	\$23.59	\$24.77	\$26.01	\$27.31	
11	\$22.46	\$23.59	\$24.77	\$26.01	\$27.31	\$28.67	
12	\$23.59	\$24.77	\$26.01	\$27.31	\$28.67	\$30.10	
13	\$24.77	\$26.01	\$27.31	\$28.67	\$30.10	\$31.61	
14	\$26.01	\$27.31	\$28.67	\$30.10	\$31.61	\$33.19	
15	\$27.31	\$28.67	\$30.10	\$31.61	\$33.19	\$34.85	\$35.55
16	\$28.67	\$30.10	\$31.61	\$33.19	\$34.85	\$36.59	\$37.32
17	\$30.09	\$31.60	\$33.19	\$34.85	\$36.59	\$38.42	\$39.19

(a)

(1) Classifications

The Administration reserves the right to start employees at a step rate greater than Step One (1) of the group involved but not greater than the step rate of any employee then employed in the group involved.

Maintenance staff with licenses in electrical, plumbing and HVAC fields may be placed from 1st step to final step, excluding merit steps, at the discretion of the Superintendent, effective June 1, 2001.

The following classifications are in effect December 15, 2024

GROUP	Position
9	Custodians Van or Small Bus Driver
10	Custodians (merit) Van or Small Bus Driver (merit)
11	Assistant Head Custodian Large Bus Drier (CDL Licensed)
12	Assistant Head Custodian (merit) Large Bus Drier (CDL Licensed) (merit)
13	Head Custodian
14	Head Custodian (merit) Maintenance Worker (unlicensed)
15	Maintenance Worker (unlicensed) (merit) Maintenance Worker (licensed) Maintenance Supervisor (unlicensed)
16	Maintenance Worker (licensed) (merit) Maintenance Supervisor (unlicensed) (merit) Maintenance Supervisor (licensed)
17	Maintenance Supervisor (licensed) (merit)

(2) Merit

Employees in each group shall have the opportunity to advance one (1) group for meritorious performance, subject to the following terms and condition:

- (a) The employee must have served at the top step of the employee's group for at least one full year.
- (b) The employee must receive an excellent rating on the employee's then current evaluation instrument by at least two members of the employee's evaluation team. The evaluation teams shall be as follows:

Classification

Custodians
Bus Drivers

Head and Asst. Head
Custodians
Assistant Superintendent

Maintenance Worker
Maintenance Supervisor

Evaluators

Head Custodians
Principal or Designee
Director of Facilities

Principal or Designee
Director of Facilities

Director of Facilities
Assistant Superintendent

- (c) The meritorious advancement shall be limited to a period of two (2) years. At the end of the two-year period, the employee will be reviewed again to determine whether the employee will return to the employee's original group or stay in the meritorious advanced group for another two years, etc.

The decision of the evaluation group to grant meritorious advancement, to deny meritorious advancement, or to return an employee to the employee's original group shall not be subject to challenge. The evaluation team, however, shall as a courtesy inform any employee who is not meritoriously advanced of the reasons the employee was rated less than excellent.

An employee who is denied merit or returned to the employee's original group shall have the right, upon written request to the Superintendent, to discuss such denial with the Superintendent. The denial by the Superintendent shall not be subject to challenge.

(b) Bus Driver/Custodian (10-month position)

The position of Van and Small Bus Driver/Custodian (Group 9/10) shall be a ten-month position with the following applicable benefits:

1. Holidays: Only the listed holidays that fall within the work year.
2. Vacation: 10/12th's proration.
3. Sick Leave: 12.5 per work year.
4. Funeral Leave: Same as set forth in Article 7.
5. Jury Duty: Same as set forth in Article 8.
6. Longevity: 10/12th's proration.
7. Uniform: Same as Article 12, Section 8.
8. Normal Work Year: 9/1 to 6/30.

(c) On Call Bus Driver/Custodian

The position of on call bus driver/custodian shall be as follows:

1. Paid prorated on Group 9 of Salary Schedule starting at Step 1.
2. No benefits.
3. Hours: As required by administration.

SECTION 4 - TEMPORARY ASSIGNMENT

Any employee temporarily assigned by the administration to perform the duties and responsibilities of a higher classification for a period of three (3) consecutive days worked by said employee in said classification shall be paid at the following rate: the employee shall be placed on the grade of the absent employee and at the step that reflects a one step increase to the employee's regular pay rate and such increased pay shall commence with the fourth day of work but shall be retroactive from the first day and shall continue until the employee is relieved of such assignment.

An employee temporarily assigned to a position outside the bargaining unit shall, subject to the above conditions, receive a 5% increase in the employee's regular job rate of pay.

The administration will not rotate employee assignments for the purpose of avoiding temporary assignment pay.

SECTION 5 - SICK LEAVE RETIREMENT PAY

Any employee subject to this contract shall be paid in a lump sum upon retirement under Chapter 32, an amount equal to one percent of the employee's unused sick leave days for each full year worked, as shown on the records of the Town at the time of retirement not to exceed, in any event, twenty percent times one-fifth of the regular weekly rate of compensation payable to the employee at time of retirement, for each day. Such lump sum shall not in any event be construed as regular compensation under the provisions of said Chapter 32. For the purpose of this paragraph, continuous service of at least 1,040 hours per year shall be required. Anything contained herein to the contrary notwithstanding, the applicable percentage for (1) employees with over six (6) years of continuous service, who retire because of a disability, whether or not work related, and (2) employees who retire with over fifteen (15) years of continuous service, shall be twenty-five (25%) percent.

Effective with retirements that occur after December 10, 2024, the date of ratification of this Agreement, the maximum amount of sick leave days to which the applicable percentage shall apply will be 180 days.

SECTION 6 - LONGEVITY PAY

An employee who has been employed for five (5) consecutive years as a regular full-time employee, and for each applicable additional five (5) consecutive years on such basis shall be paid annually, in addition to the employee's weekly wage, longevity pay, in accordance with the following schedule. Eligibility will be determined on November 30th of each year, with payment to be included in the employee's regular payroll check on the first regular payroll week of December of that year. Only those employed on the determination date and qualified by their consecutive years of service shall receive longevity for that calendar year.

5 but less than 10 years -	\$500
10 but less than 15 years -	\$656
15 but less than 20 years -	\$781
20 but less than 25 years -	\$906
25 but less than 30 years -	\$1,031
30 or more years -	\$1,156

In the event of termination of employment prior to payment, the employee shall be paid an amount equal to that which the employee would have received had the payment been made weekly up to the time of termination of employment.

If an employee changes from part-time employment, the employee shall be credited on a prorated basis with the time employed prior to such change.

SECTION 7 - UNIFORM ALLOWANCE

- A. The Committee will provide during the contract year of the employee's first year of employment a jacket, 5 pants and 5 shirts (choice of button down or polo shirt style), orders to be placed after 90 days of employment. Thereafter, the Committee will provide during each contract year, up to 5 pair of pants and up to 5 shirts for each employee. Thereafter, once every 3rd contract year, the Committee will provide custodians who work outside with a High-Visibility three season jacket at a cost not exceeding \$85.00.
- B. The pants and shirts supplied by the Committee constitute a uniform, which must be worn by the employee at all times during the employee's shift, and which pants and shirts shall not be substituted by the employee with personal clothing. The uniform items are expected to be worn

on a regular basis. If the uniform is not worn on a routine basis, the employee will lose the ability to receive future items on a yearly basis.

- C. The Committee shall pick the style and color but will discuss the selection with the Union.
- D. Pants and shirts will be maintained by the employee. The employee will not use the uniforms for personal purposes.
- E. No uniforms will be provided to new employees until they shall have actually worked 90 full days. If an employee's starting date is after January 1, the employee shall receive a jacket, 5 shirts and 5 pants, as provided above, but the Committee will not provide the 5 pant and 5 shirts additional for the succeeding contract year.
- F. The Administration will meet with the Union to discuss the issue of replacement of pants and shirts when said pants and shirts become unusable through normal wear and tear.
- G. Employees shall receive a shoe/boot/outerwear allowance of two hundred dollars (\$200.00) per contract year. Said allowance shall only be paid upon the Administration's receipt of an appropriate proof of payment. Effective July 1, 2027, the shoe/boot/outerwear allowance shall be five hundred dollars (\$500). The allowance shall not be paid to an employee in the employee's first year of employment unless and until the employee works 185 full work days.
- H. The Administration will order uniforms by August 1.

ARTICLE 13

MISCELLANEOUS ITEMS

- 1. It is specifically understood by the Union that any policy, directive, rule or regulation of the Committee, written or unwritten, if not modified, abridged or amended by this Agreement, remains and continues in full force and effect.

All employment benefits heretofore enjoyed by employees which are not specifically provided for or abridged in the Agreement are hereby protected by the Agreement. This Agreement shall not be construed to deprive either of the parties thereto of any benefits, protections, prerequisites or conditions now and hereinafter granted or prescribed by the laws of the Commonwealth of Massachusetts.

2. Bargaining unit employees are indemnified and protected for damages or expenses arising out of the duly authorized operations of vehicles, machinery, or equipment as more fully provided in Chapter 41, Section 100a of the Massachusetts General Laws which was accepted by the Town.
3. Any employee who wishes to resign shall give the Administration two (2) weeks notice of such intent in writing. This provision may be waived by the Administration or its agent in cases of emergency or by agreement.
4. The Vice President of the Union shall be excused early from work to attend the quarterly state and national meetings of the local. Such absences will be without pay.
5. The Committee will establish a "Tool Fund" of \$600 per year during each year of this contract. This will be available for use by the administration for needed repairs of an employee's own tools when such repairs are necessitated as a result of the employee's using such tools on the job.
6. Employees who are required to use their automobiles in the performance of their duties shall be reimbursed for all such required travel at the rate established by the Federal Tax Code (currently referred to as the IRS) in effect on the date the travel occurred.
7. Daily time off: Requests for daily time off, with or without pay, shall be made in writing to the Superintendent or through an online process as utilized by the Marblehead School District. The denial or granting thereof shall not be challengeable.
8. Requests for a leave of absence, with or without pay, shall be made in writing to the Superintendent. The denial or granting thereof shall not be challengeable.
9. The Union acknowledges that the Committee has fulfilled its bargaining obligations with regard to the Drug Policy attached hereto as Exhibit A. No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration
10. The Town shall create and maintain employee personnel records according to the requirements of the Massachusetts Personnel Records Law, M.G.L. c. 149, Section 52C.
11. All members of the Union are expected to report for call-in for weather related events (i.e., snow, ice, wind, etc.). It is expected that employees will report as requested. If an employee is unable to report due to the weather conditions it shall be reported to the Director Facilities. Action of non-

reporting due to weather related conditions shall not be held against an employee as long as it does not occur on a frequent and repeated basis.

12. Effective July 1, 2023, it is agreed that the Union members will have a revised work schedule consisting of four (4), ten (10) hours workdays per week during the months of July and August. This four (4) day work week shall be staggered among the custodial staff at each school location so that each school location will have at least one member of the custodial staff covering all school buildings Monday through Friday. A return to a regular five (5) day schedule will occur one full week prior to the return of teaching staff.

During this period of extended days during July and August, any accrued time off taken (such as vacation, sick, and personal days) shall be charged at a daily rate of 1.25 per day to account for the extended hours.

This revised work schedule is scheduled on a trial basis only and has a sunset clause with this contract ending June 30, 2024.

13. Training: The parties recognize the value of training. The Superintendent/designee determines the training for employees each year. While some training may be mandated, the parties also recognize that employees are in a good position to identify areas for training or for additional training. Therefore, on or before March 15 each fiscal year, employees and/or the Union may submit requests for specific areas for training for the following fiscal year to the Facilities Manager and Superintendent. Custodians may be required to attend certain District-wide trainings including trainings with educators.

14. Enrollment of Children of Employees Represented by the Union

Children of employees represented by the Union may enroll in the Marblehead Public Schools, on a tuition free basis, except as hereinafter provided, subject to the following terms and conditions:

- A. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report. Costs in excess of said amount shall be paid by the staff member (or community of the student's residence.)
- B. The Superintendent shall determine the number of slots available each year and the location thereof and shall advise the Union on or before March 15th for grades 1-12, and April 15 for kindergarten of each year. Procedures for applying (forms, deadlines for applications, etc.)

shall be developed by the Superintendent. The Superintendent has discretion in enrolling children of employees into our school system.

- C. Once a child has enrolled in the Marblehead Public Schools, it is understood that the child may remain in the system, subject to the terms and conditions provided herein including space availability, so long as the parent continues to be employed by the Marblehead Public Schools and the child abides by the rules and regulations of the school system.
- D. Marblehead will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.
- E. The Committee reserves the right to terminate this Article upon six (6) months written notice to the Union.
- F. In the event enrollment applications for the same slot exceed the approved slots, the following shall govern:

Seniority

Example: Three employees represented by the MEA (in any unit) with students in the fourth grade file applications, The Superintendent determines that there are two available fourth grade slots. The seniority of the employees involved shall govern which two students shall be admitted. Seniority for this Section is based on date of hire.

- G. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to issue after a finding of probable cause by an Agency, this Article shall be of no further force and effect.
- H. In the event Marblehead were to become a "Choice" community, the provisions of this Agreement, to the extent required by law, shall be subject to the "Choice" laws and rules and regulations related thereto.

ARTICLE 14

AMENDMENTS

This Agreement shall not be amended except in writing and such amendments shall be signed by the Committee and the Union and shall be appended hereto and become a part hereof.

ARTICLE 15

DUES DEDUCTION

During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth in Appendix A, the Committee agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the weekly pay or bi-weekly pay, when bi-weekly pay is implemented, of each employee who shall authorize it by the signing and furnishing to it of such check-off dues form, and remit the aggregate amount to the Treasurer of the Union, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the Committee of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and Recording Secretary of the Union. In the event of any change of the Treasurer of the Union, the Committee shall be notified by the same method.

The Union shall indemnify and save the Committee and/or the Town of Marblehead harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the provisions of this Article.

ARTICLE 16

COMMITTEE RIGHTS

The listing of the following specific rights of the Committee/Administration in this Article is not intended to be nor shall it be considered restrictive of or as a waiver of any rights of the Committee/Administration not listed herein. Such managerial responsibilities shall remain exclusively with the Committee/Administration except as they may be modified by the specific provisions of this Agreement.

Among such management responsibilities as are vested exclusively in the Committee/Administration are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Marblehead School District, to suspend, demote, discharge or take other disciplinary action against employees, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, to relieve employees from duty because of lack of work or other legitimate reasons, to make, administer and enforce work rules and regulations, to determine the method and personnel by which the Marblehead School District's operations are to be conducted and to take whatever action may be necessary to carry out the work of the Marblehead School District in situations of emergency.

The Committee/Administration shall have the freedom of action to discharge its responsibility for the successful operation of custodial and maintenance work including the scheduling of operations, the methods, materials and equipment used in carrying out the functions of such work and the extent to which its own or other facilities, equipment or personnel shall be used.

Any of the rights, powers and authorities which the Committee/Administration had prior to entering this collective bargaining agreement are retained by the Committee/Administration, except as specifically modified by this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Committee/Administration which may not be granted or waived by the Committee/Administration under the statutes of the Commonwealth of Massachusetts or any applicable Town Ordinance.

ARTICLE 17

NO STRIKE

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

ARTICLE 18

REDUCTION IN FORCE

1. DEFINITION:

The following rules shall apply in the determination of which employees are to be dismissed in the event a reduction in the number of employees is deemed advisable by the Committee/Administration.

- a. Employees with the least amount of seniority shall be dismissed first provided that such employees may be retained by the Committee/Administration over more senior employees based upon an analysis of the following factors: (1) need; (2) quality and quantity of performance by the employee of the employee's duties and responsibilities; (3) educational background; (4) experience; and (5) qualifications.
- b. Seniority as used herein shall mean the length of continuous service in the Marblehead School System.

- c. The Committee/Administration may assign whatever weight it desires to the aforementioned criteria provided its decision is based on said criteria. It is recognized, however, that the Committee/Administration need not review all of said criteria. For example, an employee's evaluation may be such (negative) that a review of the other criteria could not offset such evaluations.

2. REDUCTION IN FORCE PROCEDURE:

The first step in a reduction in force shall be to apply the Section 1 rules in the classification affected. For example, if there are three Group 14 Maintenance Workers and the Committee/Administration determines it needs two, the Committee/Administration shall determine, pursuant to Section 1, which Maintenance Worker is excess. The second step shall be to determine whether there are any other classifications which the excess Maintenance Worker is qualified to fill. If so, the excess Maintenance Worker and the employees in said classification shall then be reviewed, in accordance with Section 1 to determine which employee is excess. In the event another employee is declared excess in the second step, the same process shall then be applied to this employee.

3. NOTIFICATION:

- a. The Superintendent, in the event of a contemplated reduction in force, will advise the Union as to which employees the Superintendent contemplates will be dismissed, hereinafter sometimes call "affected employee." Upon receipt of such notification, the Union and/or the affected employee shall have the right, upon request made to the Superintendent within seven (7) calendar days of such notification, to meet and confer with the Superintendent concerning the contemplated dismissals, which meeting shall take place within ten (10) calendar days of the Superintendent's receipt of the Union's and/or affected employee's written request.
- b. The Union shall notify the Superintendent, in writing, no later than five (5) calendar days following the aforesaid meeting with the Superintendent as to whether the Union agrees or disagrees with the Superintendent's contemplated affected employees under the standards set forth in Section 4 of this Article. In the event of disagreement, the Union's reasons shall be set forth.

4. REVIEW OF ADMINISTRATION DECISION:

The standard of review of the Administration's determination under this Article shall be whether the Administration was arbitrary or capricious in making its determination. The arbitrator shall not substitute the arbitrator's judgment for that of the Administration. Any dismissal in accordance with seniority shall not be arbitrable.

5. RECALL

- a. An employee dismissed under this Article shall have recall rights as hereinafter provided, during the two years following the effective date of dismissal.

EXAMPLE:

Effective date of dismissal: July 1, 1982

Recall rights: During the years 7/1/82 - 6/30/84. Such rights shall not exist for appointments which may be made prior to 6/30/84 but which commence subsequent to 6/30/84.

- b. In filling positions which become vacant on other than a temporary basis whenever employees have recall rights under this Article, the following rules shall be applicable:
 1. A new employee shall not be hired for the position where there is an employee with recall rights available to fill that position.
 2. Employees shall have recall rights only to the classification position from which they were dismissed.
 3. In the event two or more employees in the same classification have recall rights, the Administration shall recall in accordance with the rules set forth in Section 1 above.
- c. Recall notices shall be sent by certified or registered mail to the employee's last known address, with a copy of such notice being sent to the Union. The recalled shall have two weeks after receipt of the notice to accept the recall, provided, however, that said period may be extended by the Administration in its discretion. In the event the recalled employee does not accept the recall, all recall rights to the positions then involved shall terminate. The

employee shall remain on the recall list for further positions, however, subject to the rules provided herein.

- d. The Union shall be furnished a recall list each September, which list shall be updated in the event of a reduction in force dismissal after submission of the September list. If no objection is made in writing by the Union within 30 days of receipt of the yearly list (or subsequent updated list) the list shall be deemed correct and no dispute with reference thereto shall become the subject matter of a grievance.
- e. In the event the Union feels that Section 5, Paragraph b of this Article has been violated, it must so notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within fourteen (14) school days after the notice is received by the Administration, the Union may then seek arbitration. The standard of review in arbitration shall be as set forth in Section 4 of this Article.
- f. Anything contained in this Agreement to the contrary notwithstanding, the sole remedy in the event of a violation of Paragraph c of Section 5, shall be to extend the employee's recall rights provided, however, that this Paragraph f shall not be applicable upon the Union's knowledge of the recall involved, provided, however, that an arbitrator may not award any monetary remedy.

6. GENERAL

- a. Employees who are dismissed under this Article shall be entitled to retain their group membership in the Town of Marblehead group insurance plans, subject to the terms and conditions thereof, provided (a) they pay 100% of the premium cost, (b) the applicable carrier(s) does (do) not prohibit such inclusion, and (c) said inclusion is not contrary to law. The right of a dismissed employee's continued participation as provided in this paragraph shall continue for the duration of their recall rights.
- b. Upon recall, an employee shall have all of the benefits to which the employee was entitled prior to termination, including accumulated sick leave and shall be placed one step higher on the salary schedule (unless previously on maximum) than the employee occupied upon receipt of notice of termination provided the employee would have advanced to such step had the employee not been terminated. Seniority shall not accumulate during the period of time an employee is entitled to recall rights.

ARTICLE 19
EDUCATION REFORM

The language of this Agreement shall be interpreted subject to and in conformity with the Education Reform Act of 1993 and any provision of this Agreement inconsistent with the Education Reform Act shall be deemed amended so as to be in compliance with such Act.

ARTICLE 20
This Article intentionally left blank.

ARTICLE 21
CLEANING WORK AREA

Custodians are responsible for picking up litter both within the school buildings and on the school property that surrounds the school building. (Note: This is not intended to include grounds keeping duties such as mowing grass and removing trees and/or bush).

ARTICLE 22
PAYROLL DEDUCTIONS

The School Committee shall provide that whenever duly authorized by an employee on a form or forms approved by the committee, payroll deductions on behalf of such employee shall be made every payday and paid in accordance with such form or forms for any or all of the following purposes:

1. Premiums under Town of Marblehead employee's Group Insurance Program.
2. Dues for the Marblehead Education Association, Massachusetts teachers Association, National Education Association from employees authorizing deductions by October 15, with dues deductions to be paid in equal installments from the first pay check in November and continuing for the balance of the school year.
3. Payroll deductions for the Marblehead Municipal Employees Credit Union.
4. Purchase of United States Savings Bonds
5. Premiums for any tax-sheltered annuity plan contracted by the employee pursuant to 26 U.S.C. § 403(b).
6. Payroll deductions for the MTA Credit Union

7. Deductions for VOTE provided that at least twenty five employees represented by the Union continue to authorize such deductions.

HEALTH INSURANCE, DENTAL INSURANCE, AND RETIREMENT

Information regarding eligibility for and election of group health insurance, dental insurance, and retirement contributions is available from the Town of Marblehead Human Resources Office. (This Section is for information purposes only.)

ARTICLE 23

DURATION

This Agreement shall become effective July 1, 2025, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2028. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 15, 2028, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Committee and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

Signed

MARBLEHEAD CUSTODIANS' ASSOCIATION
BY

James P. Dwyer 6-17-2025
Name Date
James P. Dwyer 6/17/25
Sallyson 6/17/25

MARBLEHEAD SCHOOL COMMITTEE
BY

Devin J. Schumacher
Name Date
6/26/25

EXHIBIT A
DRUG-FREE WORKPLACE POLICY

File: GBEC

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for **drug abuse violations occurring in the workplace.**
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal **drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.**
5. **Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.**
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; **take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program** approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: JICH, Alcohol Use by Students

SOURCE: MASC/Marblehead

Marblehead Public Schools Approved 10/18/2018

APPENDIX A
JOINT COMMITTEE ON SCHOOL SAFETY

Subject to the limitations in the Joint Committee on School Safety in the MEA Unit A collective bargaining agreement, the MEA and the Committee agree that employees in positions represented by this MEA unit are eligible for appointment by the MEA to the Joint Committee on School Safety established by the MEA and the Committee in the Unit A collective bargaining agreement.