

AGREEMENT BETWEEN THE
SEEKONK SCHOOL COMMITTEE
AND
LOCAL 1701, STATE COUNCIL NO. 93,
AMERICAN FEDERAL OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

CUSTODIANS AND MAINTENANCE PERSONNEL

JULY 1, 2021 THROUGH JUNE 30, 2024

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AGREEMENT

This agreement made and entered into this _____ day of _____, 2021 and between the School Committee of the Town of Seekonk, hereinafter referred to as the "Committee," and Local 1701, State Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I – RECOGNITION

The Committee recognizes and agrees to deal with the Union as the sole bargaining agent with respect to wages, hours of work and other conditions of employment upon which the Committee and the Union have agreed on as a result of negotiations preceding the execution hereof for all Custodians employed by the Committee in the public school system of the Town of Seekonk.

ARTICLE II – COMMITTEE RIGHTS

Within the limits of this Agreement, the Committee retains the right to manage the Committee's school system and to direct the working force; the right to hire employees of its own selection; the right to maintain order and order efficiency; the right to extend, maintain, control or terminate any part of the school system, and to determine the size and location of the schools in the system and to determine the type and amount of equipment to be used, and the assignment of work; the right to transfer employees and the right to discipline and suspend and discharge employees for inefficiency, incapacity, conduct unbecoming a custodian, insubordination, or other good cause, and layoff for lack of work; the right to determine the number of shifts, the number of days in the work week, hours of work, and the number of persons to be actively employed by the Committee at any time; the right to post and to require employees to observe rules and regulations. All rights, powers, or authority the Committee had prior to signing this Agreement with the Union are retained by the Committee, except those specifically surrendered or modified by this Agreement.

ARTICLE III – WAGES

Section 1

The following wage schedule sets forth the applicable wages and the effective dates thereof agreed upon between the parties:

Wage Schedule for Custodians & Maintenance Workers (Eligible for Health Insurance)

Hourly Salary Amounts

POSITION	FY2022 (2.5%)	FY2023 (2.25%)	FY2024 (2.25%)
Head Custodian – SHS/HMS	\$27.21	\$27.83	\$28.45
Head Custodian Elementary	\$26.86	\$27.46	\$28.08
Custodian	\$25.04	\$25.60	\$26.18
Shift Differential	\$0.36	\$0.37	\$0.38
Night Custodian	\$25.40	\$25.97	\$26.56
Supervisor of Buildings & Grounds*	\$40.90	\$41.82	\$42.76
Building Use Rate	\$31.12	\$31.82	\$32.54
Foreman	\$29.27	\$29.93	\$30.61
Maintenance Worker	\$27.92	\$28.55	\$29.19
Maintenance Helper	\$25.03	\$25.59	\$26.17

Second Shift Annually	\$723.65	\$739.93	\$756.58
Third Shift Annually	\$776.95	\$794.43	\$812.31

Section 2

Where the term Custodian is used, it shall apply to Custodian and Maintenance Workers exclusively – Article IV, VII, and VIII)

Section 3

Matron to be defined according to the length of the work year – 180 days vs. 260 days (exclusive of holidays and vacations) in all benefits:

Sick Leave	70% of Custodian, Maintenance Workers
Vacation	70% of Custodian, Maintenance Workers
Holidays	Which fall during a regularly scheduled work week only

Section 4 - Retirement

After completion of twenty (20) years of continuous service and upon retirement, an employee shall be paid, in addition to his/her regular salary, according to the following schedule:

For any employee who has accrued more than fifteen (15) years of consecutive service by June 30, 2019, they shall be eligible for the retirement pay as reflected in the FY17-FY18 contract. This option is applicable to the FY18-FY19 contract year only.

After twenty (20) years	\$1650.00
After twenty-five (25) years	\$2100.00
After thirty (30) years	\$2600.00

Section 5

The Committee has designated the day-custodian in each building as “Senior Custodian.” He/she shall be answerable to the Building Principal/Assistant Principal and shall have authority to direct the schedule and/or work activities of any other custodian assigned to his/her building. Prior to any storm or upon school cancellation, the Head Custodian must notify the Supervisor of Buildings and Grounds (or his/her designee) of his/her plans for snow removal (timeline and workforce). Together they will come to an agreement on when the custodians will come in. This also pertains to scheduling on days that school is canceled due to inclement weather.

Section 6

Should a custodian be required to work in two or more buildings during the same shift, the buildings being greater than one (1) mile apart, the custodian will be reimbursed for the distance between the buildings at the rate allowed by the IRS.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 1

The regular hours of work each day for all employees, except the Supervisor of Buildings and Grounds, shall be consecutive, eight (8) hours per day with no lunch period, and the custodian is not to leave the building. The work shall consist of five (5) consecutive eight (8) hour days Monday through Friday inclusive.

Section 2

The normal work day for all employees shall consist of eight (8) consecutive hours within the twenty-four (24) hour period, except custodians mentioned in Section 1. Each employee shall be scheduled to work a shift with regular starting and quitting times. Approved leave with pay shall be synonymous with work. To be eligible to work on a weekend or on a holiday (overtime), the employee must work the day before said weekend or holiday; unless on approved leave with pay.

Section 3

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times his/her regular pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. Sunday and holiday overtime will be at double time, if and only if, the duty is being performed for a party other than the Town of Seekonk and that party is being billed for the overtime. With the exception of Thanksgiving Day, Christmas Day and New Year's Day, which will be paid at double time for any and all duties performed on those holidays listed.

Section 4

The Committee shall keep records of the overtime worked for two (2) years. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Supervisor of Buildings and Grounds or Superintendent of Schools.

Section 5

A minimum of two (2) hours pay will be allowed a custodian for all call-back work to be computed after the employee has completed his or her tour of duty and has left the area of work. Such call-back is subject to the authority of the Supervisor of Buildings and Grounds or Head Custodian of the building.

Section 6

In the case of planned activities, the custodians shall be on the premises one-half (1/2) hour before said activities begin and leave one-half (1/2) hour after same end in determining overtime pay.

Section 7

The Supervisor of Buildings and Grounds, after completing his tour of duty for the day and having left the area of work, will be compensated at one and one half times the regular pay rate for the position when called back to work for all hours worked. However, during snow removal, when the Supervisor of Buildings and Grounds, who has not left the area of work, but is extending his/her normal work day, will be compensated at the rate of one and one half (1 ½) times the regular pay rate for the position.

On-Call/Stand-By Stipend:

In addition, the Supervisor of Buildings and Grounds shall be guaranteed a payment of not less than one hundred twenty-five dollars (\$125.00) per week for all calls for service/information that come in after the regular work shift and scheduled days off.

Section 8

The Seekonk School Department, at its sole discretion, shall determine the need as to whether or not a custodian is needed to be on duty for all School/Town activities of a non-profit nature.

Section 9

Overtime to be distributed on a rotating basis. A list of request forms for overtime to be posted in Custodial office with event, date, number of hours and custodian scheduled to work, within a week of job if possible.

ARTICLE V – CLOTHING ALLOWANCE

Section 1

Effective July 1, 2021 - June 30, 2024, each employee who has completed his/her probationary period shall be paid a yearly clothing allowance: maintenance workers to receive two hundred twenty-five dollars (\$225), custodians to receive one hundred eighty-five dollars (\$185). Such clothing allowance shall be paid in a lump sum in the first pay period in July of each fiscal year, except that the clothing allowance to be paid in the first year of the Agreement shall be paid as soon as possible after the date of the execution of this Agreement. A new employee shall be paid his/her first clothing allowance in the first pay period after he/she has completed his/her probationary period.

Section 2

In addition to the clothing allowance provided for in Section 1 above, the Committee shall provide coveralls for maintenance workers when their clothing is subject to abnormal damage, e.g. painting. Coveralls shall be provided as needed. All requests will be submitted to the School Administration Department and will be subject to their approval.

ARTICLE VI – HOLIDAYS

Section 1

The following days shall be paid holidays, except when a date or national holiday occurs on a Sunday, then the following Monday will be a paid holiday. If a holiday falls on a Saturday, the previous Friday will be a paid holiday unless school is in session. If a holiday falls on a Saturday and school is in session the day preceding the holiday, the employee shall take such a holiday during a weekday within 30 days of the specific holiday:

New Year's Day	Labor Day	Juneteenth
Martin Luther King Jr.'s Birthday	Columbus Day	
Washington's Birthday	Veterans' Day	
Patriots' Day	Thanksgiving	
Memorial Day	Christmas	
Independence Day	Good Friday, if schools are not in session on said day	

One (1) day before Christmas Day when the work day immediately preceding Christmas is not a regular school day then such full day shall be considered a holiday.

One (1) working day before New Year's Day and the day following Thanksgiving.

Section 2

The Committee may declare a special holiday for the Seekonk public school system.

ARTICLE VII – VACATIONS

Section 1

All custodians are expected to be in their buildings 10 days prior to the opening of school. Should the school commence in the month of August, custodians need to be in their buildings 5 days prior to the opening of school.

Section 2

Vacation allowances shall be as follows:

After completion of one (1) year	One (1) week
After completion of two (2) years	Two (2) weeks
After completion of five (5) years	Three (3) weeks
After completion of ten (10) years	Sixteen (16) days
After completion of fifteen (15) years	Four (4) weeks
After completion of twenty (20) years	Twenty-two (22) days
After completion of twenty-five (25) years	Twenty-four (24) days

Section 3

Employees shall submit to the Supervisor of Buildings and Grounds all vacation requests five (5) days in advance of desired vacation times. Requests submitted at least five (5) days in advance, will be granted on a first come, first served basis. Seniority will only be a factor if multiple requests are submitted on the same day for the same time period with approval of the Supervisor of Buildings and Grounds. In the case of conflict in the choice of vacation periods, seniority will control, but only to the extent that vacation choices, on the basis of seniority, do not conflict with the requirements of the Committee's work schedule.

Section 4

At all times an employee's anniversary date shall be the deciding factor.

ARTICLE VIII – SICK LEAVE

Section 1

Sick leave with pay shall accrue at the rate of one and one-half (1 ½) days per month for a total of eighteen (18) days per year and shall be cumulative to a total of one hundred eighty (180) days.

Section 2

The Committee shall allow an employee receiving Workers' Compensation pay to make up the difference between his/her regular weekly compensation and his/her Workers' Compensation pay by a charge against his/her accrued sick leave.

Section 3

An employee who is required to give bedside or household attention to his/her child be it natural, foster, or adopted or spouse with a serious illness will be permitted to use his/her accrued sick leave for such purpose in an amount not to exceed three (3) days in any one work year. An additional two (2) sick days may be used for this purpose but requires prior approval by the Superintendent of Schools. An employee may also use such leave for an immediate family member (parent, sibling, mother-in-law) who

resides in the household provided that such days in total do not exceed the amount afforded in this section (3 days plus 2 with Superintendent approval). It is understood that such leave is for serious illnesses only.

Section 4

After three or more consecutive days will require a doctor's note.

ARTICLE IX – BEREAVEMENT LEAVE

Employees shall be granted leaves of absence without loss of pay for periods not in excess of four (4) days in each case in the event of death in their immediate family. Immediate family shall include spouse, child, father, mother, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In the event of the death of a spouse, child, father, mother, sister, brother, grandparent or grandchild, one (1) additional day shall also be granted. In exceptional circumstances involving the death of another close relative or a household member, an employee may be granted, at the discretion of the Superintendent, up to two (2) days of absence without loss of pay. The Union agrees that the provisions of this Section shall be administered and followed in light of their purposes, which is to provide the opportunity, when needed, for an employee to attend the funeral, or to attend to a family or personal matter arising as a result of the death of any such person.

ARTICLE X – PERSONAL LEAVE

Two (2) days per year shall be allowed each employee to conduct business of a personal nature. It is agreed to and understood by both parties that personal days are not to be used for vacation purposes. Personal days will not be allowed before or after vacation periods or holidays except for emergency situations. Emergency situations will be at the sole discretion of the employer.

ARTICLE XI – JURY PAY

The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation receive for jury duty, providing that such jury duty prevents the employee from performing his/her duties during his/her normal hours of work.

ARTICLE XII – DEDUCTIONS

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

Section 1

The Committee accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of the Town of Seekonk all payroll deductions for the payments of dues to the Union duly authorized by the employees covered by this Agreement.

Section 2

The Committee will, at the written request of the employee, made to the Superintendent on a form approved by the Committee, make deductions in the manner provided for herein from the compensation paid to said employee for his/her regular dues as members of the Union. The total of said dues deductions shall be made in twenty-four (24) equal amounts to be deducted on the first pay day of each month.

Section 3

Any such authorization made by an employee in accordance with Section 2 above may be withdrawn by such employee by giving at least sixty (60) day notice in writing of such withdrawal to the Superintendent. Such authorization, if not previously canceled or revoked, shall be deemed to be automatically terminated upon the termination of the employment of the employee by whom it was signed.

ARTICLE XIII – SENIORITY

Section 1

Seniority, as used herein shall mean an employee's continuous length of service in years, months or days in the employ of the Committee in a custodial or maintenance position covered by this bargaining unit.

Section 2

No employee shall accumulate seniority until the expiration of his/her probationary period. During such period the employee shall be a probationary employee and may be discharged by the Committee for any reason whatsoever, and such discharge shall not be subject to the grievance procedure of this Agreement. After completion of the probationary period and having become permanent, an employee shall be credited with seniority from date of his/her hire.

Section 3

An employee shall forfeit his/her accumulated seniority in each of the following events:

- a. He/she voluntarily resigns.
- b. He/she is discharged for cause.
- c. He/she fails to report to work for more than three (3) consecutive days, upon which he/she is scheduled to work, without notifying the Committee and obtaining an excuse from work, unless there are extenuating circumstances satisfactory to the Committee.
- d. He/she overstays a leave of absence without having notified the Committee and obtained an excuse from the Committee.
- e. No employee shall lose his/her seniority through illness or accident, not shall his/her continuity of employment be changed for that reason unless such employee is absent for a period exceeding one (1) year. This period may be extended by the Committee without loss of seniority by the employee.

Section 4

Permanent job vacancies shall be awarded to the employee who bids for the job and who best meets the following standards: Length of continuous service, the ability and experience in the work required to be performed and physical fitness for work.

Section 5

All job postings shall be distributed to head custodians (all 5 buildings) and steward, then delivered to each custodian by said head custodians. A Union bulletin board will be installed in each school in the custodian office and shall be used to post custodial material, such as postings, job descriptions, Saturday work description, contract, etc.

Section 6

The Committee may fill any job vacancy with an employee who, in the judgment of the Committee, has the skill, ability and experience best suited to the performance of the job. In cases of employees with equal qualities, abilities and skills, the senior employee shall be promoted.

Section 7

An employee selected to fill any job vacancy in accordance with the provisions of this Article shall be given a thirty (30) day trial period in the new position at the applicable rate of pay for the position. If at the end of such trial period it is determined by the Committee that the employee's performance in such position is not satisfactory, he/she shall be returned to his/her old position and rate of pay. The said determination of the Committee shall not be subject to the grievance procedure provided for in this Agreement.

Section 8

In the absence of the head custodian, the most senior available regular custodian within the building will be used to substitute for the head custodian at the appropriate head custodian pay rate. Should there be an employee in lay-off status, that employee shall be used to replace the employee so moved.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1

The employee or employees claiming that the Committee has acted in a manner which violates one or more of the provisions of this Agreement may, at any time within five (5) working days of the act complained of, with or without the presence of the Union Steward, present the grievance in writing to his/her or their immediate supervisor. The grievance form must be signed by the aggrieved employee. The immediate supervisor shall attempt to adjust the matter and shall respond to the employees and/or Union Steward in writing within five (5) working days. If the aggrieved employee does not request the next step within five (5) days of the immediate supervisor's response, the grievance shall be deemed settled.

Step 2

If the grievance is not settled by Step 1, it shall be presented in writing by the aggrieved employee, with or without the Union Steward, to the School Finance Director and/or the Superintendent of Schools within five (5) working days after the response of the immediate supervisor is due in accordance with Step 1. The grievance form requesting Step 2 must be signed by the aggrieved employee. The School Finance Director or the Superintendent of Schools shall attempt to adjust the matter and shall respond in writing to the employee and Union Steward within five (5) working days. If the aggrieved employee

does not request the next step within ten (10) working days of the above response, the grievance shall be deemed settled.

Step 3

If the grievance is still not settled, it shall be presented in writing by the aggrieved employee and the Union Steward to the Committee within ten (10) working days after the response under Step 2 is due. The grievance form requesting Step 3 shall be signed by both the aggrieved employee and the Union Steward. The Committee shall respond in writing within fifteen (15) working days after their next regular meeting.

Step 4

If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Committee is due under Step 3, by written notice to the other, request arbitration. The Committee and the Union agree to file jointly with the Department of Labor Relations, American Association of Arbitrators of Labor Relations Connection, and the decision of the arbitrator shall be final and binding. Any expenses for the arbitrator's services and the proceedings shall be borne equally by the Committee and the Union.

ARTICLE XV – MISCELLANEOUS

Section 1 – No Discrimination

The district will not discriminate in employment opportunities or practices on the basis of race, color, religious creed, sex, national origin, ancestry, sexual orientation, pregnancy, veteran's status, military service, age, gender identity, marital status, genetic information, handicap or on any other basis protected by federal, state or local law or ordinance.

Section 2 – Access to Premises

The Committee agrees to permit, with permission of the Superintendent and/or his/her designee, representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council #93, and/or Local 1701 Union Stewards to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Section 3 – Job Protection

The Committee agrees that jobs held by employees in the bargaining unit and any job which may hereafter be held by such employees shall not be eliminated by transfer of duties to other employees of the Committee during the life of the Agreement. The Committee also agrees that it shall not subcontract work previously performed by its employees where such work can be more economically and satisfactorily performed by its employees during their regular forty (40) hour week. This shall not prevent the Committee from contracting out work that has been customarily contracted for previously.

Section 4

It is mutually agreed that the Committee may temporarily transfer an employee to another shift or school. Such a transfer is not to exceed ninety (90) consecutive working days during any such transfer. If the wage scale for the temporary position exceeds that of the transferred employee's normal position, he/she shall receive the higher pay. If the wage scale for the temporary position is less than his/her normal position, he/she shall then continue to receive his/her normal pay while working on this temporary job.

Section 5 – Union Representatives

It is mutually agreed that the Union, upon signing this Agreement or as soon as possible thereafter, will serve upon the Committee written notice which will list the Union's authorized representatives who will deal with the Committee and make commitments for the Union generally. Any change of the Union's authorized representatives on the list required by this Section shall be given to the Committee in writing immediately after such changes are made.

Section 6 – Physical Examinations

From time to time and in accordance with the needs of the District, employees covered by this Agreement may be required to undergo a physical examination at the employer's expense. The Committee agrees to comply with all applicable federal and state laws with regard to such exams and their results.

Section 7 – Licenses

The Committee reserves the right to require that employees whose job duties involve the operation of motor vehicles submit proof of a current, valid driver's license prior to the operation of a vehicle in the performance of their duties, and at any time thereafter upon request.

ARTICLE XVI – STRIKES AND LOCKOUTS

Section 1

A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her abstinence in whole or in part, from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining agreement between the Committee and the Union expiring immediately preceding the alleged strike.

Section 2

The Union and any said employee shall not engage in a strike, and no said employee or the Union shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by any such employee. The Committee shall not engage in a lockout of any said employees.

Section 3

No compensation shall be paid by the Committee to any employee with respect to any day or part thereof when such employee is engaged in a strike against the Committee.

Section 4

Any employee who engages in a strike shall be subject to discipline and discharge proceedings by the Committee.

ARTICLE XVII – PROBATIONARY PERIOD

The first one hundred twenty (120) calendar days of continuous employment of an employee shall constitute his/her probationary period. Any employee who is employed on a temporary basis prior to

his/her actual appointment by the Committee, shall have such period of employment counted toward the completion of his/her probationary period.

ARTICLE XVIII – REDUCTION IN FORCE

Section 1

In the event it becomes necessary for the Committee to reduce the number of employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment or other similar reasons, the procedures set forth in this Article will govern the termination and re-employment of employees who are affected by any such reduction.

Section 2

In accomplishing any such reduction in force, employees will be terminated in the order of their seniority as employees of the Committee, those with the least seniority to be terminated first. Seniority shall be the same as defined in Article XIII.

Section 3

An employee who is to be so terminated shall be given at least fifteen (15) days written notice of his/her proposed termination.

Section 4

An employee whose employment is so terminated, shall be entitled to recall, in the inverse order of his/her layoff, to a vacancy in the job classification from which he/she was laid off for a period of two (2) years from the effective date of his/her termination. During his/her recall period, an employee will be notified by certified mail, addressed to his/her last address of record, of the Committee's intent to recall him/her. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within fifteen (15) days from the date of his/her receipt of said certified mail. An employee's failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated, shall terminate his/her recall rights notwithstanding the fact that said two (2) year period has not expired.

Section 5

An employee who is re-employed by the Committee within said two (2) year period after the termination of his/her employment under the provisions of this Article, shall have restored to him/her the unused sick leave he/she had accumulated at the time of his/her said termination and any other benefits of which he/she was then entitled.

Section 6

The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in Section 1 hereof.

Section 7 - Bumping Rights

When a reduction in force is implemented by the employer due to layoffs or other unforeseen circumstances, employees shall have the right to bump the least senior employees in their classification. If the employee is the least senior employee in their classification, then said employee can bump the

least senior employee in the next lower classification as long as the employee in the lower classification has less seniority overall.

ARTICLE XIX – LONGEVITY

Section 1

Effective July 1, 2021 - June 30, 2024, employees shall be paid longevity increments each year according to their number of years of continuous service as employees of the Seekonk School Committee as follows:

After ten (10) years	\$544
After fifteen (15) years	\$720
After twenty (20) years	\$907
After twenty-five (25) years	\$1150

Section 2

Payments will be noncumulative and will be added to the employee's annual salary to be paid during the first pay period in December of each year.

Section 3

Years of service will be determined as of the employee's continuous service entry date and longevity payments will be made in December of each year.

ARTICLE XX – PERFECT ATTENDANCE PLAN

Section 1

Employees with perfect attendance (zero absences) for an entire work year shall receive an incentive payment of \$400.00.

Section 2

For the purpose of this Article, absences from work shall include all absences except those absences when an employee is (1) on bereavement leave, (2) on a personal day and (3) on jury duty.

ARTICLE XXI – DURATION

Section 1

This Agreement shall become effective July 1, 2021, and shall remain in full force and effect until midnight on June 30, 2024, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or modify the Agreement is given by either party not less than sixty (60) days prior to the expiration date of this Agreement or any annual renewal thereof. In the event either party desires to negotiate amendments or changes in the terms or provisions of this Agreement, such proposed amendments or changes shall be specified in such notice.

Section 2

Negotiations upon such proposed amendments or changes in the terms of this Agreement covered in the notice of desire to amend shall begin no later than thirty (30) days prior to the expiration date of this Agreement or any annual renewal thereof.

ARTICLE XXII – UNION CONTRIBUTIONS

During the terms of this Agreement, employees may tender an initiation fee, monthly membership dues, and PEOPLE contributions, to the Union by signing the authorization form(s) and, in accordance with the terms of the form, which shall also be submitted to the employer, the employer agrees to deduct said dues/fees/contributions from the pay of each employee in the unit who signed the form and remit the aggregate amount to the Union along with a list of employees who had said dues/fees/contributions deducted. The Union hereby agrees to indemnify the employer(s) and hold it/them harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

ARTICLE XXIII – SEASONAL WORKERS

The School Department may hire seasonal workers for a time period not to exceed ninety (90) days in any work year provided that a starting and ending date are stated. These seasonal employees will only be used during June, July and August. It may be extended by mutual agreement. If there is a layoff, seasonal employees may not be utilized.

ARTICLE XXIV – EMPLOYEE PERFORMANCE EVALUATION

Employees will be evaluated annually by May 31 by the building principal or his/her designee. The evaluation will not be used for disciplinary reasons by either party.

ARTICLE XXV – SICK DAY DONATION

Employees will be allowed to donate up to three (3) available sick days per year for the purpose of assisting another employee in the same classification who has exhausted all sick leave and where it has been determined that said employee has a catastrophic illness. A catastrophic illness shall be determined at the sole discretion of the Superintendent of Schools. This article shall not be grievable at any level and any decision by the Superintendent shall be deemed to be final.

ARTICLE XXVI - PARENTAL LEAVE

Seekonk School District will fully comply with the provisions of the Massachusetts Maternity Leave Act, G.L. c. 149, §105D. Eligible employees shall be entitled to up to eight (8) weeks of unpaid leave for the following purposes:

The birth of a child.

Adoption of a child under 18 years of age.

Adoption of a child under 23 years of age, if the child is mentally or physically disabled.

To be eligible for leave under this Policy, an employee is required to provide two weeks' notice in advance of his/her anticipated date of departure, stating his/her intention to return and the anticipated date of return. Upon return to work, the employee is entitled to be restored to his/her previous position, or to a similar position, which has the same status and pay as his/her previous position, and to the length of service credit and seniority as of the date of leave.

Leave taken pursuant to this Policy will be counted against an employee's annual FMLA leave allowance.

Leave taken pursuant to this Policy shall be unpaid; however, an employee may elect to use any amount of accrued paid leave while on parental leave.

The School District will continue to pay the employee's share of premiums for health insurance coverage while an employee is out on parental leave. An employee on parental leave under this Policy shall make arrangements to pay his/her share of the premium.

ARTICLE XXVII - MAINTENANCE HELPER

All new hires as maintenance will begin as maintenance helpers for up to the first one hundred twenty (120) days or until evaluated by the Supervisor of Buildings and Grounds, before they receive the title and pay of maintenance worker.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chair, hereto duly authorized, and the Union has caused this Agreement to be signed in its name and behalf by its duly authorized representatives on the day and year first above written.

LOCAL 1701, STATE COUNCIL NO. 93,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

By: John M Medearis

By: Sheria A. Baile

Dated: 9/27/21

SEEKONK SCHOOL COMMITTEE

By: Kathy Sia