

**AGREEMENT**

**between the**

**WAYLAND SCHOOL COMMITTEE**

**and the**

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO**

**on behalf of**

**PUBLIC EMPLOYEES' LOCAL UNION 1116  
CUSTODIANS AND MAINTENANCE**

**July 1, 2020, to June 30, 2023**

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# AGREEMENT

This Agreement made and entered into on February 22, 2020, <sup>2021</sup> by and between the Wayland School Committee (hereinafter referred to as the "Employer") and the Massachusetts Laborers' District Council on behalf of Local Union 1116 of the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "Union").

## ARTICLE I

### Recognition, Membership, and Check-off

**Section 1. Recognition:** In accordance with the certification of the Massachusetts Labor Relations Commission, the Employer recognizes the Union as the sole and exclusive bargaining representative for all permanent and regular part-time school custodians and maintenance employees, excluding temporary help, part-time help, and student help.

**Section 2. Membership in Union:** The Employer shall advise all new permanent employees at the time of their employment that the Union is their bargaining representative and will notify the Union in writing of the name, address, and classification of each new permanent employee. The Employer and the Union recognize the right of any employee to become or not to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of these rights.

**Section 3. Check-off:** The Employer agrees to deduct the monthly Union dues from the earnings of any employee who has executed an *Authorization Form* which has been presented to the Employer by the Union. Such deductions shall be in the amount specified on the *Authorization Form*. Dues will be deducted from each bi-weekly paycheck. Withheld amounts will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and names of those for whom the deductions have been made. The Union shall indemnify and save the Committee and/or the Town harmless against 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 this section.

## ARTICLE II

### Seniority, Reduction in Force, Transfers, and Hours of Work

**Section 1. Seniority:** Seniority meaning length of continuous employment from date of hire in any position covered by this Agreement. The probationary period for head custodians shall be sixty (60) working days from date of appointment to that position. In the event that the employee is removed from his/her position as a head custodian during the probationary period, he/she may, if he/she was promoted directly from the rank of custodian in the Wayland Schools, "bump" back to the position of custodian, at a location directed by the Facilities Manager. An employee shall not acquire seniority during the probationary period, which shall be sixty (60) working days after appointment by the Superintendent, but thereafter his/her seniority will date from the first working day after his/her appointment by the Superintendent. Seniority lists containing the name, date of hire, classification, and location of employees will be posted in January of each year and a copy will be made available to the Union. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No change shall be made in the seniority date accredited an employee which has appeared on two (2) consecutive

annual lists without protest by the employee. In the case of employees who started work on the same day, their relative position on the seniority list shall be determined by a drawing.

**Section 2. Reduction in Force:** In the event a reduction in force is required, the most junior employee in the classification affected shall be subject to layoff. An employee thus affected may displace a less senior employee in his/her own classification or in a lower-rated job provided s/he is qualified to do the job. The Employer shall give not less than two (2) weeks' notice to any layoff except in a disciplinary layoff, unless the cause of layoff is such as to make notice impossible, unreasonable, or unnecessary. When the administration determines in its judgment that it is practical to do so, it will provide additional notice beyond the two weeks referenced herein. The term "layoff" so used herein refers to a temporary reduction in force.

**Section 3. Recalls:** Employees shall have the right to return to their former positions from any layoff in accordance with their seniority within their classification. An employee who is on layoff status and who fails to report for work within fourteen (14) days after notice of recall shall be considered terminated unless an extension is granted by the Superintendent or his/her designee.

**Section 4. Transfers:** When an employee is transferred for the convenience of the Employer s/he shall receive his/her regular rate of pay. However, if the transfer is to a higher-rated job and is for a period in excess of two (2) consecutive working days, s/he shall receive the higher rate at his/her corresponding step rate. An employee shall not be permanently transferred from his/her present assigned position without consideration of his/her individual rights. The seniority of the employee being transferred will be taken into consideration, with the intent that a more senior employee remain at his/her building. However, the Employer reserves the right to utilize an employee in the best interest of the school system.

**Section 5. Exchanging Positions:** Custodians may submit in writing a joint request to exchange positions no later than May 15 of each contract year. The decision to allow or deny such exchange shall be at the sole discretion of the Facilities Manager, the Principal, and the Superintendent, and shall not be subject to the grievance/arbitration procedure.

**Section 6. Hours of Work:** Scheduled hours for custodians at all buildings are as follows:

**Hours of Work:** Scheduled hours for custodians at all buildings are as follows. If employees leave the site for meals, employees must punch out.

**Town Building**

- Daytime Shift: 6:00 AM to 2:30 PM, Monday through Friday
- Evening Shift: 2:30 PM to 10:30 PM, Monday through Friday

**High School**

- Daytime Shift: 6:00 AM to 2:30 PM, Monday through Friday
- Midday Shift: 12:00 Noon to 8:00 PM, Monday through Friday
- Evening Shift: 2:30 PM to 10:30 PM, Monday through Friday, except for a custodian with a split assignment to another school, which will be from 6:30 PM to 10:30 PM
- Overnight Shift: 10:30 PM to 6:30 AM, Monday through Friday

**Middle School**

- Daytime Shift: 6:00 AM to 2:30 PM, Monday through Friday
- Evening Shift: 2:00 PM to 10:00 PM, Monday through Friday

**Claypit Hill**

- Daytime Shift: 6:00 AM to 2:30 PM, Monday through Friday
- Evening Shift: 2:30 PM to 10:30 PM, Monday through Friday, except for a custodian with split assignment to another school, which will be from 2:30 PM to 6:30 PM

**Happy Hollow**

- Daytime Shift: 6:00 AM to 2:30 PM, Monday through Friday
- Evening Shift: 2:30 PM to 10:30 PM, Monday through Friday, except for a custodian with split assignment to another school, which will be from 2:30 PM to 6:30 PM

**Loker**

- Daytime Shift: 6:00 AM to 2:30 PM, Monday through Friday
- Evening Shift: 2:30 PM to 10:30 PM, Monday through Friday, except for a custodian with a split assignment to another school, which will be from 2:30 PM to 6:30 PM

**Children's Way**

- Evening Shift: 6:30 PM to 10:30 PM, Monday through Friday

School vacation hours will be Daytime Shift hours as determined by Building Principal and Head Custodian. Modification of the hours specified herein will be by mutual agreement.

**Section 7: Snow Removal:** Custodial staff shall be provided reasonable notice to report to their buildings at least two hours before the start of operations for that day, as determined by the Facilities Manager. All buildings need to have the walkways and doorways free of snow and sanded or salted before and while in operation. All outside doorways need to be kept cleared to ensure proper fire exits while in operation. In the event that a snowstorm hits on a weekend or holiday, the custodial staff for each building needs to ensure that all walkways and doorways are cleared and sanded or salted for the start of the next scheduled day. Either Facilities Manager or the Director of Public Buildings will assign overnight stays. Should an employee be asked by the Facilities Manager or the Director of Public Buildings to stay overnight due to any current or impending storm, that employee shall be paid straight time while off the clock.

**ARTICLE III****Posting and Filling of Vacancies**

**Section 1. Posting Vacancies:** Vacancies in regularly assigned positions in the bargaining unit and newly-created positions in the bargaining unit that will be of more than thirty (30) days' duration shall be posted for five (5) working days on the district's website and sent to the Shop Steward within ten (10) working days of such vacancies occurring or new positions being established.

**Section 2. Applications:** Employees desiring any such positions shall, within five (5) working days after posted, apply in writing to the Superintendent or his/her designee. Applications may be accepted from persons outside of the system if no employee in the bargaining unit is qualified as determined by the interview committee.

**Section 3. Appointments:** Recommendations for appointment to such positions shall be submitted by the Principal to the Superintendent for approval. Copies of the contract shall be forwarded to the Shop Steward.

**Section 4. Filling Vacancies:** The Facilities Manager, the Principal, and the Superintendent will make their best effort to promote the most qualified person for a position. In making appointments to such positions from within the bargaining unit, qualifications, seniority, and experience relative to the job available shall be considered. An attempt shall be made to fill vacancies in permanent positions within thirty (30) working days after the vacancy occurs.

#### **ARTICLE IV Holidays**

**Section 1. Paid Holidays:** The following holidays shall be paid holidays for employees who meet the eligibility requirements set forth below:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Day Before Christmas
	Christmas Day

**Section 2. Weekend Holidays:** When the day preceding Christmas is on a weekend, the day off will be scheduled at the next most practicable time that will not interfere with the normal operations of the schools. If a holiday falls on a regular day off, it will be scheduled at the next most practicable time that does not interfere with the regular operations of the schools. In lieu of a compensatory day, the time may be paid as a regular work day. The scheduling of the day off in recognition of a weekend holiday shall be exclusively determined by management.

**Section 3. Work Before Holiday:** Paid holidays shall be considered as time worked. In order to be eligible for holiday pay, an employee must have worked the last regularly scheduled work day preceding the day on which the holiday is observed, and the first regularly scheduled work day following the day on which the holiday is observed, unless excused by the Superintendent or his/her designee.

#### **ARTICLE V Vacation**

**Section 1. Six-Month Employees:** After six (6) months of service in the Wayland Public Schools, exclusive of sick leave and upon approval by the Facilities Manager, all full-time employees may use in advance (that is, before the first anniversary of the date of hire) up to eight (8) days of the 13 days which would accrue upon the completion of the first year. All remaining days after this advance must be used before the second anniversary of the date of hire.

**Section 2. One-Year Employees:** All full-time employees who have completed one (1) year of service in the Wayland Public Schools shall be entitled to thirteen (13) working days of vacation.

**Section 3. Five-Year Employees:** All full-time employees who have completed five (5) years of service in the Wayland Public Schools shall be entitled to eighteen (18) working days of vacation.

**Section 4. Ten-Year Employees:** All full-time employees who have completed ten (10) years of service in the Wayland Public Schools shall be entitled to twenty-three (23) working days of vacation.

**Section 5. Fifteen-Year Employees:** All full-time employees who have completed fifteen (15) years of service in the Wayland Public Schools shall be entitled to twenty-five (25) working days of vacation.

**Section 6. Use of Earned Vacation Days:** Earned vacation days must be used before the next anniversary of the date of hire.

**Section 7. Scheduling of Vacation:** The normal annual vacation period is from July 1 through September 1. Upon approval of the immediate supervisor and the School Business Administrator, the Facilities Manager, the Director of Public Facilities, or their designees, vacation days may be scheduled at other times during the year if practical, in the sole opinions of the above-referred managers. All such requests must be made at least two (2) weeks in advance and must be in writing. Provided that proper notice was given, such approval will not be unreasonably withheld. The scheduling of vacation will be done in consultation with the Principal. Custodians may, with the advance approval of the Principal, the Facilities Manager, the Director of Public Facilities, and the School Business Administrator, carry over up to half of their annual vacation, not to exceed (10) unused vacation days from the prior fiscal year. Requests to carry over up to ten (10) unused vacation days will not be unreasonably withheld. Requests to carry over more than ten (10) vacation days must be approved by the Superintendent. In either case, the final decision by the administration shall not be subject to the grievance and arbitration provisions of the collective bargaining agreement.

**Section 8. Terminated Employees:** Employees who are terminated shall be eligible only for accumulated vacation days. When an employee resigns, is laid off, or is terminated, he/she shall be paid for accumulated as well as unused, earned vacation time up to the last day of work. In the event of the death of an employee, the estate of the employee shall be paid a sum equal to the employee's per diem rate of pay (at the time of his/her death) for any accumulated and unused, earned vacation days up to the date of the employee's death.

## **ARTICLE VI Grievance and Arbitration**

A grievance is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract. An employee and/or the Union may request the settlement of a grievance by observing the following procedure:

### **Step 1**

The grievance shall be presented in written form to the Superintendent or his/her designee within ten (10) working days of the occurrence of the event upon which the grievance is based. The grievance shall specify the sections of the contract involved. The Superintendent or his/her designee shall give his/her answer within five (5) working days after the presentation of the grievance. If there is no answer within five (5) working days, the grievance is deemed denied.

### **Step 2**

If the grievance is not satisfactorily settled at Step 1, it shall be submitted within ten (10) working days after the expiration of Step 1 to the Superintendent of Schools, who shall give a written answer within five (5) working days. If there is no answer within five (5) working days, the grievance is deemed denied.

### **Step 3**

If the grievance is not satisfactorily settled at Step 2, it shall be referred to the School Committee to be considered at its next regular business meeting or within thirty (30) days after the expiration of Step 2, whichever is later.

If the grievance is not satisfactorily settled at Step 3, the parties may submit it for arbitration in accordance with the voluntary arbitration rules of the American Arbitration Association. Arbitration shall consist of one (1) grievance only, unless the parties shall mutually agree otherwise. The decision of the Arbitrator appointed or selected in accordance with the rules and regulations of the American Arbitration Association shall be final and binding upon all parties, if supported by substantial evidence and in conformity with the contract. Any grievance hereunder which is not processed within the foregoing time limits and in accordance with the foregoing procedures is deemed waived and may not be submitted to arbitration. Such arbitration mentioned in this section shall be limited to the grievance under arbitration. The cost of such arbitration is to be shared equally between the parties.

## **ARTICLE VII**

### **Overtime**

**Section 1. Over Eight Hours:** Employees shall receive time and one-half for all hours worked over eight (8) hours in a day and forty (40) hours in a week.

**Section 2. Permit Work:** Custodians covering private group functions outside of normal working hours (permit work) will be compensated at one and one-half times their regular rate of pay, paid through normal payroll channels. Custodians covering private group functions outside of normal working hours in school buildings will be compensated for a minimum of three (3) hours, including a half hour set-up time and a half hour clean-up time. All school and school-related activities will be handled through regular school channels.

Employees will receive double-time, rather than time and one-half, for required Sunday and holiday permit work for a non-school sponsored or non-Town sponsored event which occurs in any of the Wayland schools.

**Section 3. Assignment of Building Checks:**

- a. No later than August 1 of each contract year, employees who are interested in performing building checks during the heating season will submit in writing to the Facilities Manager or Director of Public Facilities their first five (5) choices of desired weekends and holidays to



perform Building Checks during the heating season. In the event there is inadequate coverage/sign-up on heating season weekends and holidays, the Facilities Manager shall assign personnel in the reverse order of seniority.

- b. The Facilities Manager or Director of Public Facilities will review all the employees' submissions and assign one employee to each holiday and heating season weekend, giving employees their first choice when possible.
- c. If more than one employee expresses a preference for the same weekend or holiday, the building check will be assigned to the most senior employee who has expressed an interest in that time slot, but in no case will any employee be assigned to more than one weekend or holiday until all employees who have indicated an interest in performing building checks are assigned to at least one building check during the heating season.
- d. No later than September 1 of each contract year, the Facilities Manager will publish the calendar of building check assignments for all employees.
- e. Employees who are unable to perform a building check on any date assigned to them shall notify the Facilities Manager or Director of Public Facilities as soon as possible, but not later than 48 hours unless emergency or reasonable change is necessary, so that alternative arrangements for the building check can be made. Phone numbers for both the Facilities Manager and Director of Public Facilities will be provided to the employees.
- f. For the duration of this contract, two (2) custodians will perform heating season building checks. Building checks will be split in two: Building Check 1 will consist of the Town Building, Claypit Hill, and the High School; Building Check 2 will consist of Happy Hollow, Loker, and the Middle School. Each of the two custodians will receive a minimum of two (2) hours overtime (double-time on holidays). Custodians will be required to "sign up" for building checks as defined in Section 3.a. and will be assigned based on seniority.
- g. The hourly overtime rate for building checks shall be time and one-half, except for building checks performed on any of the contractually recognized holidays, which shall be paid at double-time rather than at time and one-half.
- h. Custodians scheduled to conduct building checks shall be paid for mileage traveled round trip from home to the first building from which they start their building check. Mileage will be paid at the prevailing rate used by the IRS for mileage expense at the current time.

**Section 4. Assignment of Overtime:** Overtime will be assigned on a rotating basis within each school. If a custodian is working a regular shift when his/her name comes up for overtime, s/he will have first chance for an overtime assignment that falls when s/he is not on duty.

Any overtime that is not covered by a Custodian in their assigned school or town building shall be offered to all members of the bargaining unit. Said overtime would be assigned to those members based on seniority, and the list will rotate.

## **ARTICLE VIII Economic Benefits**

**Section 1. Jury Duty:** Upon notification of an employee's immediate supervisor, an employee will be granted leave without loss of pay to serve, as long as the court may require, when called for jury duty. Any payment the employee receives for this duty shall be reimbursed to the Wayland Public Schools.

**Section 2. Worker's Compensation:** Employees injured on the job and receiving Worker's Compensation may, upon request, be granted sick leave, provided they have sick leave available, to the extent that they will receive such amount as will, when added to the amount of the Worker's Compensation, result in the payment to them of their full salary. No such leave is available to persons working fewer than thirty (30) hours per week.

**Section 3. Reserves/National Guard Duty:** An employee called to Reserve or National Guard Duty will be compensated for the difference between the military pay and his/her regular (base) pay for the training period not to exceed two (2) weeks in any fiscal year, upon satisfactory evidence of completion of the training period. Military pay shall be considered to be all pay received for the entire fourteen (14) day period, including Saturdays and Sundays. Military time shall not be charged to vacation time.

**Section 4. Bereavement Leave:** An employee shall be granted up to five (5) school days of leave without loss of pay in the case of the death of a member of the immediate family, defined as spouse, child, sibling, parent (including any individual who has acted in place of and as parent to the employee or employee's spouse); this provision applies to in-laws for the foregoing categories. An employee shall be granted up to three (3) school days of leave without loss of pay in the case of the death of a grandparent or grandchild; this provision applies to in-laws for the foregoing categories.

**Section 5. Personal Day:** Grant one (1) day of leave without loss of pay for personal reasons. Must be used within the school year that it is earned. Will be issued at the beginning of the school year.

**Section 6. Use of Personal Vehicle:** Maintenance employees who are required to use their personal van, truck, or other specialized vehicle to transport tools and equipment on the job shall be reimbursed for such use at the rate of ten cents (\$.10) above the Internal Revenue Service rate per mile. In order to receive such reimbursement, an employee must submit within the fiscal quarter to the Employer an accurate record of the distance driven during and the purpose of each such use. Except for an employee in the Maintenance classification, the provisions of this section shall be inapplicable to inter-school travel by those employees whose regular job duties require them to work at more than one school.

**Section 7. Evaluation:** The School Committee reserves the right to withhold a custodian's salary increment if, after evaluation by his/her superior, his/her work performance is evaluated as being unsatisfactory and if, upon a second evaluation within three (3) calendar months of the first, there has been no substantial improvement in his/her job performance. The Union will be notified of such evaluations and the subsequent course of action.

**Section 8. Uniforms:** The Wayland School Department requires that all employees covered by this Agreement wear a uniform to work. Members of the bargaining unit will have the choice to wear polo, short/long sleeve button down or tee shirts during working hours for their own personal comfort. Shirts are to be navy blue with the Town of Wayland logo. Shorts may also be worn for personal comfort as long as they look as described below. The annual uniform

allowance shall be four hundred twenty-five dollars (\$425). Those employed as of July 1, 2016, will receive a one-time allotment of five (5) additional uniform shirts. Upon termination of employment with the Town, an employee shall return such clothing with the Town of Wayland logo.

- a. Employees are required to conform to a standard uniform at all times with the Town of Wayland logo visible at all times. The uniform shall consist of the following:

***Pants:*** During regular maintenance periods, pants must be solid colored. Such work clothing shall include, but is not limited, to dark denim, blue trousers, or light brown.

***Shoes:*** During regular maintenance periods, custodians must wear appropriate athletic shoes, work boots, safety shoes, or non-slip sole shoes. During summer vacation while working with a floor stripper, custodians must wear work boots as a safety precaution. All maintenance personnel and warehouse personnel must wear work boots at all times unless other footwear is approved in advance by the Facilities Director.

- b. It is the responsibility of each employee to have appropriate attire available at any given time to execute all duties associated with his or her position.
- c. All shorts must fit loosely and shall not be of the athletic variety.
- d. Shorts must not be frayed, have holes, or manufactured rips.
- e. No cut-offs are permissible.

**Section 9. Sick Leave Buy-Back Benefit:** Upon notification by October 1<sup>st</sup> of the preceding school year, employees with at least ten (10) years' service, whose employment ends because of retirement from County Retirement, or voluntary resignation and who are in good standing with the Wayland Public Schools will receive an amount of pay equal to the employee's daily straight time multiplied by 60% of his/her unused, accumulated sick leave days as of the date of voluntary resignation, death, or retirement. The only exception for the October 1<sup>st</sup> notification deadline shall be in an extreme medical situation; in that case, the employee shall give the required notice as soon as possible. Such benefit shall not exceed \$7,500 during the life of this Agreement.

**Section 10. Call-Back:** Custodians called back to duty because of emergencies will be paid for the actual time worked (custodians are expected to punch in and punch out) or a minimum of three (3) hours; also, for mileage traveled round trip between home and school, at the prevailing rate used by the Internal Revenue Service for mileage expense. On holidays established in Article IV of this Agreement, the minimum to be paid will be four (4) hours; also, for mileage traveled round trip between home and school, at the prevailing rate used by the Internal Revenue Service for mileage expense.

**Section 11. Health Insurance:** The Town offers the health plans and contribution rates as identified in the G.L. Chapter 32B, Section 19, Agreement between the Town of Wayland and the Wayland Public Schools and Town of Wayland unions dated September 26, 2016, effective January 1, 2017, and continuing through June 30, 2019. The Section 19 Agreement may be amended as agreed upon by the parties to the Agreement.

- a. Effective July 1, 2019, unless superseded by a subsequent agreement, the Town's premium contribution toward the Benchmark Plans shall be 74% for individual plans and 64% for family plans. The Town's contribution towards a PPO or POS plan shall be 50%.
- b. Part-time employees will contribute to health insurance plans at the rate of 50%. All part-time employees hired and working prior to June 30, 2008, and who participated in the health insurance plan offered by the Town of Wayland prior to June 30, 2008, will be grandfathered so that their contribution rate for any health insurance plan offered by the Town of Wayland will be consistent with the contribution rates paid by full-time employees in the same plan.

**Section 12. Eyeglass Replacement:** The Employer will reimburse an employee for replacement of lens(es) or frame broken during the performance of one's duties. Replacement is to be of similar quality to those which had been broken. Reimbursement shall be limited to two hundred dollars (\$200) per pair of eyeglasses and shall only be paid if the eyeglasses are not otherwise replaced by the employee's insurance.

**Section 13. Two Weeks Notice of Resignation:** When an employee decides to resign and provides the Principal and the Facilities Manager with a full two (2) week notice of such resignation, the employee will receive his/her regular compensation for the full two (2) weeks. In the event that the School Department chooses to have the employee stop working sooner than the employee's designated resignation date, the employee shall nonetheless receive his/her regular compensation up to the designated resignation date.

**Section 14. Wage Payments:** Employees will be paid in equal biweekly installments on regular paydays between July 1 and June 30. All employees shall be paid through direct deposit electronic transfer. Employees will receive an electronic deposit advice notification for each deposit.

## **ARTICLE IX Sick Leave**

**Section 1. Annual Amount:** Each employee shall be entitled to fifteen (15) days of personal sick leave with pay each fiscal year, which shall be accumulative without limit. Employees will be notified annually of sick leave and vacation leave accruals. Custodians may take up to three (3) of his or her accrued sick leave days in any calendar year to attend to the serious illness or injury of an immediate family member.

**Section 2. Exposure to Contagious Disease:** Sick leave hereunder shall be granted for absence due to illness or injury. It may be granted in cases of exposure to contagious diseases where the individual may either contract or carry such disease, which fact must be attested to in writing by a physician hired by the School Department.

**Section 3. Written Proof:** Where an absence due to illness occurs on either a Friday, Monday, three (3) consecutive days, or the day before or after a paid holiday, the Facilities Manager or his/her designee may request written proof of said illness from attending physician, such proof being necessary to qualify for sick pay for the day(s) in question.

**Section 4. Sick Leave Bank:** A sick leave bank will be established. There shall be no loss of seniority or rights to salary increments while on sick leave.

**ARTICLE X**  
**Longevity**

After five years of continuous employment from the date of hiring by the Employer, an employee shall receive three hundred dollars (\$300) additional compensation. After ten years of continuous employment from the date of hire, employees shall receive 3.5% of his/her base annual salary in lieu of the aforementioned \$300. Longevity is only applied to the hourly rate, not to the stipend for any licenses or anything else.

**ARTICLE XI**  
**Effective Date**

The provisions of this Agreement will be effective as of July 1, 2020, and will continue to remain in full force and effect through June 30, 2023, and shall be automatically renewed from year to year thereafter unless at least one hundred and twenty (120) days prior to the expiration date either party notifies the other in writing of its desire to terminate this Agreement.

**ARTICLE XII**  
**Agreement Between Parties**

This is the entire Agreement between the parties with respect to wages, hours, and other terms and conditions of employment.

**ARTICLE XIII**  
**Powers and Prerogatives**

Except as provided herein, the Employer shall not be limited or restricted in any way in the exercise of its statutory powers and prerogatives.

**ARTICLE XIV**  
**Interference With Work**

There shall be no strike, sitdown, slowdown, work stoppage, or other interferences with work, and no such interferences shall be authorized, sanctioned, or supported in any way by the Union.

All proposals and counterproposals which were made during negotiations but not included within this Agreement have been withdrawn without prejudice to either party. All rights and benefits which the parties had as part of the prior Agreement remain in full force and effect except as specifically modified by the language of this Agreement.

**ARTICLE XV**  
**Procedures for Recording Overtime**

1. All custodial and maintenance staff (full-time, temporary, and summer employees) shall punch in at the start of their work shift and punch out at the completion of their work shift.
2. Should an employee perform work for special functions, the employee must punch in at the start of the permit work and punch out at the completion of the permit work, even if the permit work immediately follows a regular shift.

3. Should an employee be required to perform a building check, the employee must punch in at the start of the building check and punch out at the completion of the building check.
4. Should an employee be called back to work for emergency calls, the employee will punch in at the start of the emergency callback and punch out at the completion of the emergency callback.
5. Employees shall punch their own cards in and out each time that they report for and leave work. Employees may not punch the card of any other employee.
6. Employees will be allowed a "grace period" of fifteen minutes and not be docked in pay if they punch in late for work, provided that there is no pattern or abuse of this privilege. This applies only to the regularly scheduled workday.
7. If an employee has to leave work for any reason, the employee shall notify the supervisor (i.e., the building principal or the Facilities Manager). To the extent the employee is entitled to paid leave under the Collective Bargaining Agreement, the supervisor will allow early release time without a deduction for leaving early.
8. Only authorized overtime will be paid. For the purpose of overtime, the employee's building Principal, the Facilities Manager, the Director of Public Facilities, the Assistant Superintendent, the School Business Administrator, or the Superintendent of Schools is the authorizing authority.
9. Violations of any of these procedures, stating incorrect hours or work, or otherwise tampering with the time clock or time cards are grounds for disciplinary action up to and including dismissal. Theft of time is grounds for dismissal on a first offense.

## **ARTICLE XVI** **Management Rights**

Except as otherwise provided in this Agreement, all rights of the **EMPLOYER** formerly exercised and exercisable by the **EMPLOYER** remain vested in the **EMPLOYER** including, without being limited to: all rights and powers given the **EMPLOYER** by law; the right to operate, manage, and control the various departments and their activities, and to direct and control the work of its Employees and the use of its properties, facilities, and equipment; the right to establish or change duties; the right to require such reasonable standards for performance as it may deem appropriate and to maintain discipline, order and efficiency; the right to determine methods and procedures and to direct Employees; the right to obtain from any source and to contract with subcontractors for materials, supplies, and equipment; the right to select and hire Employees; the right to discharge, suspend, reprimand, or otherwise discipline Employees for just cause; the right to require overtime work for emergency situations or as the needs of the schools require; the right to promulgate and enforce all rules relating to operations and safety measures; and all other rights pertaining to the management of departments covered by this Agreement.

## SIGNATURES

FOR THE WAYLAND SCHOOL  
COMMITTEE:

Jeanne 4 Downs  
Jeanne Downs, Chairperson

2/22/21  
Date

FOR THE MASSACHUSETTS  
LABORERS' DISTRICT COUNCIL,  
Laborer's International Union of N.A.,  
AFL-CIO

Joseph Saletnik  
Joseph Saletnik, Field Representative

2-17-21  
Date

FOR LOCAL UNION 1116:

John Winkelman  
John Winkelman, Steward

2/17/21  
Date

## SCHEDULE A – WAGES

FY 2021	2% COLA (added to base)
FY 2022	2% COLA (added to base)
FY 2023	2.5% COLA (added to base)

**Effective July 1, 2020**

Cat	Position	Probation	Step 1	Step 2	Step 3	MAX
I	Custodian (Nights)	\$18.47	\$19.61	\$20.81	\$22.40	\$24.31
	Custodian (Days)	\$18.19	\$19.32	\$20.46	\$22.00	\$23.94
	Custodian (Overnight)	\$18.84	\$19.97	\$21.15	\$22.76	\$24.66
	Custodian (Night Foreman)	\$21.57	\$21.95	\$22.87	\$24.69	\$26.36
II	Custodian - Head (Elementary)	\$21.57	\$21.95	\$22.87	\$24.69	\$26.36
III	Custodian - Head (MS & TH)	\$23.21	\$23.97	\$24.84	\$25.84	\$28.04
IV	Custodian - Head (HS)	\$28.72	\$29.42	\$30.11	\$30.78	\$31.49
	Custodian - Head (HS, Days)	\$24.82	\$25.79	\$26.82	\$28.72	\$29.68
V	Maintenance Employee	\$21.58	\$22.40	\$23.21	\$24.84	\$26.57
	State License	\$13,414.98				

**Effective July 1, 2021**

<b>Cat</b>	<b>Position</b>	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>MAX</b>
I	Custodian (Nights)	\$18.84	\$20.01	\$21.22	\$22.85	\$24.79
	Custodian (Days)	\$18.55	\$19.71	\$20.87	\$22.44	\$24.42
	Custodian (Overnight)	\$19.22	\$20.37	\$21.58	\$23.21	\$25.16
	Custodian (Night Foreman)	\$22.00	\$22.39	\$23.33	\$25.19	\$26.88
II	Custodian - Head (Elementary)	\$22.00	\$22.39	\$23.33	\$25.19	\$26.88
III	Custodian - Head (MS & TH)	\$23.67	\$24.45	\$25.33	\$26.35	\$28.60
IV	Custodian - Head (HS)	\$29.30	\$30.01	\$30.71	\$31.40	\$32.12
	Custodian - Head (HS, Days)	\$25.31	\$26.30	\$27.35	\$29.30	\$30.28
V	Maintenance Employee	\$22.01	\$22.85	\$23.67	\$25.33	\$27.10
	State License	\$13,683.28				

**Effective July 1, 2022**

<b>Cat</b>	<b>Position</b>	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>MAX</b>
I	Custodian (Nights)	\$19.31	\$20.51	\$21.75	\$23.42	\$25.41
	Custodian (Days)	\$19.01	\$20.20	\$21.39	\$23.00	\$25.03
	Custodian (Overnight)	\$19.70	\$20.88	\$22.12	\$23.79	\$25.79
	Custodian (Night Foreman)	\$22.55	\$22.95	\$23.91	\$25.82	\$27.56
II	Custodian - Head (Elementary)	\$22.55	\$22.95	\$23.91	\$25.82	\$27.56
III	Custodian - Head (MS & TH)	\$24.26	\$25.06	\$25.97	\$27.01	\$29.32
IV	Custodian - Head (HS)	\$30.03	\$30.76	\$31.48	\$32.18	\$32.92
	Custodian - Head (HS, Days)	\$25.95	\$26.96	\$28.04	\$30.03	\$31.03
V	Maintenance Employee	\$22.57	\$23.42	\$24.26	\$25.97	\$27.78
	State License	\$14,025.36				