

MEMORANDUM OF AGREEMENT
between the
NEWTON PUBLIC SCHOOL CUSTODIANS ASSOCIATION
and the
NEWTON SCHOOL COMMITTEE

The Newton Public School Custodians Association (hereinafter "Association") and the Newton School Committee (hereinafter "the Committee"), pursuant to an agreement reached by their respective bargaining representatives on the 17th of August 2018, do hereby mutually agree to a collective bargaining agreement, subject to the ratification by the members of the Association's bargaining unit, to succeed their collective bargaining agreements covering the periods between July 1, 2011 and June 30, 2014 and July 1, 2014 through June 30, 2017 ("CBA's") with the same terms as those set forth in the aforesaid CBA's with modifications set forth below:

Article IV(A)(3):

"Although split shifts (defined as 8.5 consecutive hours) may be employed when in the reasonable discretion of the Committee they are required due to unusual circumstances, normally, custodians will be assigned to a single school. **The discretion of the Committee regarding the need and circumstance is not subject to the grievance procedure.**

Article IV(A)(5)

There shall be a fifteen minute "wash-up" time at the end of shifts **during the summer only when school is not in session.**

Article V(A)(6) and (7):

Agree to the following:

B. Hours of Work

1. The first shift shall be nine (9) hours, scheduled between 6:00 a.m. and 6:00 p.m. The shift is inclusive of an unpaid one (1) hour meal break which is generally at the midpoint of the shift and two paid fifteen (15) minute breaks evenly spaced between the start of the shift and meal break in the morning and between the meal break and the end of the shift.

2. The day mid-shift shall be eight and one half (8.5) hours, scheduled between 9:00 a.m. and 8:00 p.m. The shift is inclusive of one unpaid half-hour for meal break, generally at the midpoint of the shift, and two paid fifteen (15) minutes breaks evenly spaced between the start of the shift and

meal break in the morning and between the meal break and the end of the shift.

3. The administration shall have the right to schedule some of the work in "differential shifts". Second shift shall be eight and one half (8.5) hours, scheduled between 2:30 p.m. and 11:30 p.m. The shift is inclusive of an unpaid half-hour meal break generally at the midpoint of the shift, and two paid fifteen (15) minutes breaks evenly spaced between the start of the shift and meal break in the morning and between the meal break and the end of the shift.

4. Third shift shall be eight and one half (8.5) hours, scheduled between 10:00 p.m. and 7:30 a.m. The shift is inclusive of one unpaid half-hour for meal break, generally at the midpoint of the shift, and two paid fifteen (15) minutes breaks evenly spaced between the start of the shift and meal break in the morning and between the meal break and the end of the shift.

5. The maintenance shop shift shall be eight and one half (8.5) hours, scheduled between 6:00 a.m. and 3:30 p.m. The shift is inclusive of one unpaid half-hour for meal break, generally at the midpoint of the shift, and two paid fifteen (15) minutes breaks evenly spaced between the start of the shift and meal break in the morning and between the meal break and the end of the shift.

C. Supervisory Positions

1. A Senior Custodian shall be placed in each facility on the first shift and shall have the responsibility for all custodial operations for that facility. Second and Third Shift Evening Senior Custodians shall be assigned to facilities where two (2) or more custodians **(one of which is a senior custodian)** are assigned to that shift and shall report to the First Shift Senior Custodian.

Article V(E)(1)

~~The number of incumbent employees who may be assigned to the evening and night shifts by the Committee shall not exceed fifty (50).~~

Article IV(H)

Ten (10) custodians, including nine (9) building custodians and one (1) senior custodian, may be assigned to floater positions. The day senior VI custodian shall be assigned as a floater on the day shift. The nine (9) building custodian floater positions shall be subject to bid based upon seniority: five (5) of these positions will be assigned to evenings (i.e. 3:00 p.m. to 11:30 p.m. or 2:30 p.m. to 11:00 p.m.), and four (4) shall be assigned to days. If any of the building custodian floater positions is to be scheduled on a Tuesday through Saturday schedule, such positions shall be posted for bid on that basis, and the building custodian awarded any such position shall not be shifted back and forth involuntarily to a Monday through Friday schedule. Each of the ten (10) floaters shall be assigned to a specific school as a home base, and will receive a mileage or car allowance, pursuant to Article XVII of this Agreement when floated from that home base. When not floated, custodians assigned to floater positions shall work in their home base.

The position of Floater will be used for the purpose of building based coverage in the event of absence by a regularly assigned employee. Floaters shall be designated as Senior or Junior Custodians and shall have a regularly scheduled shift with a primary assignment at one facility. Floaters will be temporarily assigned to other facilities based on coverage requirements. Floaters shall not be assigned to positions outside their regular shift without adhering to the provisions for differential pay and/or the provisions of Art. IV, §G herein.

Article V(B)

In order to qualify for compensation for any such holiday, such person shall have worked on all of his/her last regularly scheduled work day prior to and the next regularly scheduled work day following such a holiday, unless his/her absence on such regularly scheduled work day is due to jury service, or is an absence for which compensation is payable under School Committee regulations. Employees will not be eligible for compensation on a holiday if they use a personal day or worker's compensation on a day prior to or after the holiday.

Article XVII

Except as noted below, the present method for payment of car allowance for all employees covered by this Agreement shall be maintained during the term of this Agreement. For the express purpose of performing duties related to each respective position requiring the use

of a personal vehicle, a travel allowance shall be paid in accordance with the schedule below:

Day Seniors shall receive a travel allowance of \$60/month for 12 months each year, and Floaters ~~and the North/South person~~ shall receive \$70/month for 12 months each year.

The shop travel allowance shall be \$200 **monthly**.

Article XVIII(C)

In the case of building use for activities ~~that are not~~ school-connected, the overtime rate for Sundays and holidays shall be ~~double time~~ time and a half. **In the case of building use for activities that are not school-connected, the overtime rate for Sundays and holidays shall be double time.**

Article XVIII (F)(3) AGREED

Notwithstanding the foregoing, the Department may assign heating and security checks to individual custodians or one or two special teams of custodians on an overtime basis to cover weekend and holiday building checks, for heating and security purposes, under the following terms and conditions, as applicable for the assignment of special teams.

- a. Each team shall consist of one (1) Senior Custodian and up to two (2) Building Custodians.
- b. The composition of each team shall be accomplished pursuant to the Article III bidding system.
- c. Performance of work on a special team shall not be considered under ability, qualifications, etc. for purposes of Article III in the filling of other vacancies.
- d. Work performed on a special team shall count as time worked for purposes of the planned overtime list.
- e. Not every member of a special team need be called on each occasion a team is used, but the senior custodian on such team must be called in on each such occasion.

Article XVIII(I)

Package Overtime. Twenty-five percent (205%) of the overtime designated as "package overtime," shall be retained in each location where such overtime is presently worked, and shall be made available to custodians at such location on a yearly basis. The remaining ~~seventy-five~~ eighty percent (75 80%) of such package overtime, and all other overtime, shall not be guaranteed by the Committee, but may be assigned, subject to applicable provisions of this Agreement, with the approval of ~~Support Services~~ the Facilities Department.

Article XVIII(J)

User Fee Overtime. Users who are now paying user fees in school facilities will continue to pay such fees in amounts sufficient to cover reasonable custodial overtime. Custodians will either be assigned to cover these activities on an overtime basis or will not be so assigned, at the discretion of ~~Support Services~~ the Facilities Department. If custodians are so assigned, they will be paid at an overtime rate for a minimum of three hours or for the hours actually worked, and they will perform specified duties related to the user activity; if time reasonably permits, they may also be asked to perform other custodial duties for the hours so assigned. If, in the discretion of the Facilities Department, custodians are not so assigned to cover a user activity on an overtime basis, the user will still be charged a user fee, which, unless otherwise established by a recognized practice of the parties, shall include an amount equal to a minimum of three hours' pay at an overtime rate for each custodian reasonably required for such activity.

Such amount will be placed in a system-wide pool to compensate custodians for other overtime assignments, exclusive of package overtime, man-out overtime, and overtime related to school athletics.

Two thirds (2/3) of the money in the system-wide pool will be used for custodial overtime in the schools where the funds were generated, and one third (1/3) will be used as determined by the Facilities Department. The School Department will keep track of the pool hours each school year and assign the appropriate hours to custodians beginning on September 1 of the following school year. The number of pool hours generated in the 1995-1996 school year will be assigned during the 1996-1997 school year. If more or fewer pool hours are generated in the 1996-1997 year than in the previous year, the adjustment up or down will be made in the 1997-1998 year, etc. The parties will meet periodically to monitor this system.

There will be no custodial charges for school related meetings with fewer than 20 25 attendees provided that if food or drink is served, the shift custodian shall be granted one hour of overtime for cleanup.

Article XVIII(K):

A custodian shall be present on all occasions where non-school employees ~~other than City Building Department employees and/or Fire Department employees~~, are brought into any Newton School Department building. In instances where City agencies, in the discharge of their usual and customary duties, require contracted vendors, consultants, or other expert support, the assignment of a custodian shall be at the discretion of the Director of Facilities or designee.

**Article III (C)(4):
Strike**

Article III(C)(5)

Within ~~two (2)~~ five (5) days after a position has been filled, the Union president shall receive a letter advising of the award, assignment date, and a copy of the Bid Sheet mailed out for posting ~~and a statement of reasons why the successful candidate got the job if he/she was not the senior candidate.~~ The Union President may request, and shall receive, a statement of the reasons why the successful candidate got the job if he/she was not the senior candidate. The request for an explanation nor the timing of the delivery thereof shall not preclude the Committee from placing the selected employee in the bid position.

Salary

FY 15-FY 17: \$1,000 one-time payment pro-rated by dates of services and FTE
FY 18: add \$1,000 to base for all jobs and steps on 7/1/17
FY 18: 1.0% added to Step 6 (top step) on the base on 7/1/17
FY 18: 1.3% on 7/1/17, and 0.7% on 1/1/18 on the base
FY 19: 1.3% on 7/1/18 and 0.7% on 1/1/19 on the base
FY 19: \$1000 to all current employees as a one-time payment not on the base (to be paid as part of the retroactive payments due under this Agreement.

Article XXX, Miscellaneous

Add:

F. The Committee agrees not to include any proposals for outsourcing during the next round of negotiations, i.e. the negotiations for a Successor Agreement for the period on and after June 30, 2019.

Article XXXI, Duration

Substitute July 1, 2017 for July 1, 2011, and June 30, 2019 for June 30, 2014.

Except as set forth above, all other terms and conditions of the pre-existing CBA's shall remain in force and effect during this Agreement.

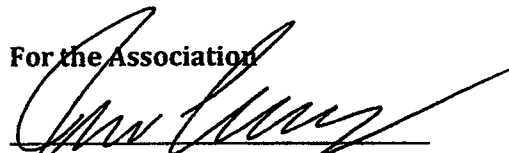
Signed on this 21st day of August 2018-08-21

For the School Committee



By: Ruth Goldman, Chairperson

For the Association



By: Tim Curry, President