

**AGREEMENT**

**between the**

**NEWTON SCHOOL COMMITTEE**

**and the**

**NEWTON PUBLIC SCHOOL CUSTODIANS ASSOCIATION**

**JULY 1, 2011 – JUNE 30, 2014**

**3/27/12**

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## AGREEMENT

This Agreement is entered into between the Newton School Committee (hereinafter referred to as the Employer or the Committee) and the Newton Public School Custodians Association, (hereinafter referred to as the Union).

### ARTICLE I

#### Recognition

The Committee recognizes the Union as the sole and exclusive bargaining agent on questions of wages, hours and other conditions of employment for the following classifications of employees of the Committee:

Senior Building Custodians  
Permanent-Intermittent Senior Building Custodians  
Building Custodians  
Building Maintenance Craftsmen

Excluding part-time and temporary workers (Junior Custodians #1)

### ARTICLE II

#### Employee Personnel Records and Union Representation

- A. Any employee covered by this Agreement shall have the right, upon written request, to inspect the contents of his Personnel Record at reasonable intervals and to obtain copies of materials contained therein at a cost of no greater than ten cents (\$.10) per copy. He may, upon such occasion, designate in writing an officer of the Union to have access to his record. The Union officer, upon surrender of said authorization to the Employer, shall be shown such records as defined herein. Notification shall be given to an employee when any detrimental material is added to his Personnel Record unless the employee has already initialed or signed such statement. The employee may file a rebuttal in writing in response to his review of his Personnel Record.
- B. The Employer shall make every reasonable effort to afford employees an opportunity for Union representation where disciplinary action is contemplated. No more than two Union representatives shall be allowed at any time for such purposes. Union representation may be omitted at the specific request of the employee. The Union shall supply to the Employer at the beginning of this Agreement a list of authorized representatives from which the employee shall contact representatives for purposes of this Paragraph. Said list shall be modified by the Union as necessary during the course of the Agreement. Time off without loss of compensation shall be granted to six Union negotiation committee members for attendance at negotiation sessions. Time off without loss of compensation shall be granted

to three Union officials for attendance at each meeting held at any level of the Grievance/Arbitration Procedure contained in this Agreement and for attendance at any administrative or judicial proceedings where both parties to the Agreement are litigants. The grievant or complainant will also be allowed similar time off for attendance at such meeting or proceedings.

None of the language in this Article shall preclude the scheduling of any meetings between the Union or Management on non-working time.

### ARTICLE III

#### Seniority and Bidding

- A. Seniority shall begin from the date of original permanent appointment in classification as prescribed by Civil Service law.
- B. Seniority shall apply to the filling of vacancies, new positions and differential shifts in the bargaining unit as hereinafter set forth.
- C. Job-Bidding - Vacancies - New Positions - Differential Shifts.
  - 1. When an opening (which the Committee intends to fill), new positions or the establishment of additional differential shift positions occurs, notification of the position shall be posted in each school for not less than one week prior to the opening of applications. The notice shall indicate the name of the school, the class which the position requires, and the specific duties of the position as per Civil Service.
  - 2. Custodians wishing to be considered for the position shall make written application as requested by the Division of Support Services.
  - 3. Openings shall be filled by a consideration of the following factors:
    - a. Length of service from date of original permanent appointment in classification.
    - b. Knowledge, training, ability, skill and efficiency.
    - c. Physical fitness.
    - d. Leadership qualities.
    - e. Principals' evaluations.

Where factors b, c, d and e are relatively equal, the length of service from date of original appointment shall govern. When the length of service from the date of original appointment is identical for two or more Senior Custodians competing for one opening, the following factors shall be used, in order from a to d, to break the tie:

- a. date of permanent appointment as a Senior Custodian;
  - b. mark on the Civil Service exam;
  - c. date of permanent appointment as a Building Custodian; and
  - d. date of hire as a provisional custodian.
4. If an employee thus had bid and is to be passed on the seniority roster through the filling of the vacancy by an employee lower down on such seniority roster, the employee passed shall be notified of that fact and the reasons therefor in writing with a copy sent to the Union.
  5. Within two (2) days after a position has been filled, the Union shall receive a letter advising of the award and assignment date, 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.
  6. In the event that any vacancy is not bid upon after being advertised two (2) consecutive times, the School Department shall reserve the right to remove this vacancy from the bid list and place a man in the position. This position would not be re-bid until either the man placed in the vacancy moves to another assignment or another vacancy occurs in the building.

#### ARTICLE IV

##### Work Week and Hours of Work

- A. The Employer shall have the right to establish work schedules and the following provisions shall apply:
  1. The work week shall be five (5) consecutive days starting either Monday or Tuesday.
  2. Work scheduled for Saturday shall be for normal or regular work at the particular school building and not for the purpose of covering special school activities or for special community use.
  3. There shall be no split shifts.
  4. All work assigned to and performed by bargaining unit employees shall be distributed among no more than 150 bargaining unit employees, including provisional employees.
  5. The present practices of "wash-up" time, and two (2) daily 15-minute coffee breaks shall continue for the life of this Agreement.

6. The day shift for Elementary Senior Custodians shall be 6:30 a.m. to 3:30 p.m.. The evening shift for elementary custodians shall be 2:30 p.m. to 11:00 p.m..
7. The maintenance shop work schedule shall be Monday through Friday from 6:30 a.m. to 3:30 p.m..

B. Evening and Night Shift Work

1. The Day shift shall be eight (8) hours, exclusive of one (1) hour for meals, scheduled between 6:30 a.m. and 6:00 p.m.

This change in definition of day shift hours to a schedule between 6:30 a.m. and 6:00 p.m. shall in no way result in an increased requirement for added manpower and/or overtime assignment for the purposes of regular cleaning. The same cleaning workload conducted under the terms of the former 10:00 a.m. to 7:00 p.m. day shift shall be accomplished by 6:00 p.m. Where school use for any function is scheduled to end by 6:00 p.m., no additional manpower nor additional overtime is to be used for lock-up or wash-up time, provided that the building is vacated by 6:00 p.m.

The DAY shift in a school shall include a Senior Custodian.

The daytime hours continue to be the most important time for the life of the school and for the services rendered by building service personnel.

2. The administration shall have the right to schedule some of the work in "differential shifts. EVENING shift shall be eight (8) hours, exclusive of a half-hour for meals, from 3:00 p.m. to 11:30 p.m. or from 2:30 p.m. to 11:00 p.m. for elementary custodians or floaters.
3. The initial training period shall not exceed two (2) months.

C. The number of men in differential shift work.

1. In addition to such incumbent employees who are presently assigned or will in the future be assigned to the differential shifts, the Committee may appoint new employees to the differential shifts.

D. Higher salaries for evening and night shift work.

1. The differential rates for evening and night shifts shall be 10% of the annual rate for all hours actually worked on the evening and night (differential) shifts.
2. The School Committee may, in its judgment, establish evening and night shifts on a "year-round" basis.

E. Assignment to Differential Shifts

1. The number of incumbent employees who may be assigned to the evening and night shifts by the Committee shall not exceed fifty (50).
2. Assignment of the additional incumbent personnel to the evening and night shifts shall be in the following manner and order:
  - a. Volunteers (by the usual bid procedures).
  - b. Involuntary assignment in the following order:
    1. All provisionals.
    2. By seniority - i.e. assignment in reverse order of seniority (least senior first).

F. Nothing herein shall prohibit any schedule of hours which is voluntary and agreed upon between the employees at a particular building and the Division of Support Services.

G. Excluding July and August assignments specifically, any Building (junior) Custodian who is assigned to a Senior Custodian position between September 1 and June 30 of a given year will be paid at the appropriate Senior rate of pay retroactive to day 1 after a total of ten (10) days have been worked in the higher classification. Junior day floaters will be paid at the junior IV rate with no other additional compensation for filling in for a Senior custodian.

H. Assignment of Custodians to Floater Positions.

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.

I. A building custodian who is not designated as a floater may be moved to another school on a temporary basis to cover for absences due to sick, vacation, or personal leave subject to the following terms:



1. All floaters will first be used to provide such coverage before any other building custodians will be moved to another school.
  2. When further coverage is required for such absences, building custodians, who are working at elementary schools where no evening activities are scheduled or where such activities are to be covered by off duty custodians, will be used to provide such coverage from 7:00 p.m. to 11:00 p.m. The School Department, where possible, will not assign any coverage from 3:00 p.m. until 7:00 p.m.
  3. Where further coverage is required before 7:00 p.m., such coverage shall be obtained from the secondary schools on a rotating basis with the on-duty building custodians having the lowest seniority in the next building on the rotation list being used. After 7:00 p.m., the building custodian will be returned to the secondary school upon the arrival of the elementary building custodian pursuant to paragraph 2 above.
  4. If evening activities occurring at the elementary schools preclude moving a building custodian to provide the required coverage after 7:00 p.m., the building custodian from the secondary school may be required to provide coverage for an entire shift.
  5. It is the intent of the parties that the creation of float positions will minimize the frequency with which building custodians will be required to provide temporary coverage outside their bid assignments. If, nonetheless, the foregoing coverage system results in the frequent temporary reassignment of building custodians outside of their bid assignment, the parties will meet for the purpose of considering an alternative system for providing temporary coverage; any changes in the foregoing system will be by mutual agreement of the parties.
- J. When an employee is needed to open buildings in the absence of a senior custodian, the School Department will first use available floaters for such coverage. If no floater is available, the School Department may assign a building custodian from another school to open such buildings.

## ARTICLE V

### Paid Holidays

- A. Subject to the conditions provided in this Article, all employees whose compensation is fixed on an annual basis shall receive their regular compensation, and all employees whose compensation is fixed at an hourly rate shall receive eight (8) hours, pay (or, in the case of a half holiday, four (4) hours, pay) as their regular compensation for each of the following holidays regardless of the day on which the holiday falls:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
The half holiday before:  
New Year's Day  
Christmas Day

Religious holy days which are established by the School Committee on the school calendar as non-school days shall be considered as paid holidays for purposes of this Article. If the last workday before Christmas is a day when school is in session, employees will work their regular shift on that day and receive a full holiday on the day before New Year's Day.

- B. In order to qualify for compensation for any such holiday, such person shall have worked on all of his last regularly scheduled work day prior to and the next regularly scheduled work day following such holiday, unless his 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.
- C. If an employee is required to work on any holiday listed in the preceding Section, he shall receive holiday pay in addition to his regular rate of pay for hours actually worked.
- D. In addition to the paid holidays listed in Section A above, each member of the bargaining unit will receive one (1) floating holiday per year to be taken between September 15 and June 30 of the school year. Requests for floating holidays shall be processed in the same manner as requests for single vacation days.

## ARTICLE VI

### Call-Back Pay

- A. An employee who, because of an emergency, is called back to his building outside of his assigned work schedule and/or to check his building shall be guaranteed three (3) hours, pay at time-and-one-half his regular hourly rate of pay. The three-hour minimum shall not apply to employees notified while working to work overtime at the end of their shift.
- B. Building checks are at the sole discretion of Management. Employees assigned to perform such building checks will be guaranteed a minimum of two (2) hours' pay at time-and-one-half their regular hourly rate of pay.

## ARTICLE VII

### Safety Precautions

- A. Every employee and the School Committee through its administrators must be safety conscious and make every effort to follow safety precautions in connection with custodial work to eliminate safety hazards for students and staff personnel in the area of custodial responsibility.
- B. Two representatives of the Union and two representatives of the Administration shall constitute a joint labor-management safety committee. Said committee shall meet at least quarterly for the purpose of identifying safety issues and making recommendations to the School Committee in furtherance of a safe working and learning environment. Within thirty (30) days (excluding July and August) the School Committee shall give the Joint Safety Committee its written response to said recommendations.

## ARTICLE VIII

### Physical Examination

Building service employees must take a physical examination prior to employment and a Mantoux Test every three (3) years as required by state law.

## ARTICLE IX

### Sick Leave

- A. Employees covered by this Agreement shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by illness or injury. The accrual date for sick and family illness days shall be July 1 of each year.
- B. Any regular full-time employee shall receive sick leave pay for absence due to illness and any quarantine regulation of the Board of Health in accordance with the provisions of this Article.
- C. Only service in the Newton Public Schools may be credited for sick leave purposes.
- D. After fifteen (15) years, service, an employee shall begin each successive year with a minimum of fifteen (15) days' sick leave plus one (1) day for each year of service; after twenty-five (25) years, service, an employee shall begin each successive year with a minimum of fifteen (15) days, sick leave plus two (2) days for each year of service.
- E. Accrued unused sick leave shall not increase by more than fifteen (15) days each year. (The years of service days will not be added to accumulated sick leave days).

- F. Except as provided in Section E, unused sick leave will be allowed to accumulate from year to year without limitation.
- G. Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury.
- H. In cases where there has been an absence of more than three (3) consecutive days, the Administration may require a physician's certificate as to the necessity for sick absence by the employee involved.
- I. Regular part-time employees will receive pro-rata sick leave benefits based upon the relationship of the part-time employee's weekly hours to the normal work week of forty (40) hours.
- J. Employees who are on Workers' Compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. In such an event, the employee shall enter into a written agreement with the City of Newton and/or the Committee wherein he agrees to reimburse the City of Newton and/or the Committee for such payments in the event he receives Workers' Compensation benefits for said period.
- K. Any member of the bargaining unit who uses fewer than four (4) sick or family illness days in any contract year shall receive additional pay in accordance with the following formula:

0 days used	4 days' pay
1 day used	3 days' pay
2 days used	2 days' pay
3 days used	1 day's pay

**ARTICLE X**

**Vacations**

- A. All members of the bargaining unit who have been employed on a twelve-month basis shall, after eleven (11) months of service, be entitled to a paid vacation of ten (10) days and annually thereafter a paid vacation of fifteen (15) days until an aggregate of ten (10) years of employment is reached, after which time the annual vacation period shall be twenty (20) days. Effective July 1, 2000, vacation shall be increased as follows: After 20 years of employment – 21 vacation days per year; after 21 years of employment – 22 vacation days per year; after 22 years of employment – 23 vacation days per year; after 23 years of employment – 24 vacation days per year; and after 24 years of employment – 25 vacation days per year.

- B. During the period September 1 through September 15, vacations shall be at the direction of the administration and vacation requests shall not be unreasonably withheld.

## **ARTICLE XI**

### **Leave of Absence**

- A. The Employer at its discretion may, upon written request, grant an employee an absence with or without pay on such terms and conditions as it deems in the best interests of the School Department pursuant to and as provided by School Committee Regulations.
- B. Building service employees shall be entitled to eight (8) mandays per year of release time without loss of pay or benefits for attendance at conventions or other organizational meetings.

## **ARTICLE XII**

### **Jury Duty**

Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Newton Public Schools during such absence shall be at the regular rate less the fee paid by the Courts for such jury duty.

## **ARTICLE XIII**

### **Military Leave**

The Employer shall comply with the laws of the Commonwealth of Massachusetts and the United States as they relate to any employee who is a member of the Armed Forces of the United States.

## **ARTICLE XIV**

### **Management Rights**

Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made a part of this Agreement, all of the rights, powers, and authority the Employer had prior to the signing of this Agreement are retained by the Employer, and remain exclusively and without limitation within the rights of the Management.

## ARTICLE XV

### Grievance and Arbitration Procedure

- A. Any grievance or dispute which may arise between the parties, involving only the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

#### Grievance Procedure

##### Step 1:

Any employee who has a grievance shall put it in writing, sign it, and send three (3) copies to the Union Grievance Committee.

The grievance is to be submitted within thirty (30) days of when the grievance arose or when the employee reasonably should have known that the grievance arose.

Each grievance will identify the specific remedy sought provided that a failure to raise any particular remedy shall not be a bar to the award thereof at arbitration.

##### Step 2:

If the Union Grievance Committee determines that the grievance is meritorious, it shall be submitted to the Chief of Operations or his/her designee. Such grievance shall state the Article or Articles of the Agreement that have been violated and the circumstances of such violation.

##### Step 3:

If the grievance is not settled within seven (7) days after submission to the Chief of Operations or designee, it shall be taken up with the Superintendent of Schools. A grievance shall be moved to this step within ten (10) days of receipt of a Step 2 answer.

##### Step 4:

If, within ten (10) days after submission to the Superintendent of Schools, the grievance is not settled, it shall be taken up with the School Committee. A grievance shall be moved to this step within ten (10) days of receipt of a Step 3 answer. The School Committee shall have twenty (20) days to respond after it has heard the grievance in its entirety.

- B. If the grievance or dispute is still unsettled within ten (10) days after the reply of the School Committee is due, either party may request arbitration by written notice to the other party.

- C. The arbitration proceeding shall be conducted by the American Arbitration Association. The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The Arbitrator may not add, subtract, or alter any provision of this Agreement, nor may he establish any new terms or conditions of employment.
- D. The expense for the Arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

## ARTICLE XVI

### Payroll Deduction

- A. The Employer agrees to deduct the prescribed dues and/or fees on the first day of each month from the wages of employees who have signed individual voluntary deduction authorization cards as hereinafter set forth and to remit the aggregate sum to the Union, together with an itemized statement showing the source of the deduction. Deductions shall continue until terminated in accordance with the authorization. The amounts deducted by the Employer hereunder shall be set by the Union. Any changes in the current level of deductions shall be implemented by the Employer following written notice of such changes from the Union President. The Employer shall be held harmless for all deductions made in accordance with such notices.

B. Agency Fee

Effective July 1, 1983, an agency fee provision pursuant to Massachusetts General Law, Chapter 150E, Section 12 will apply to all new employees and to all employees hired prior to July 1, 1983. With reference to employees hired prior to July 1, 1983, failure to pay said fee on their part will not expose them to dismissal but will expose them to civil liability for payment.

Payroll No.:

### AUTHORIZATION FOR PAYROLL DEDUCTION

(Name of Employee)

TO: NEWTON SCHOOL COMMITTEE

(Name of Employer)

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ the amount of \$\_\_\_\_\_ or such other amount that may from time to time be certified to you by the Union President as the amount of Union dues and/or agency fees.

This amount shall be paid to the Treasurer of the Newton Public School Custodians Association, and represents payment of my Union dues and/or agency fees. These deductions may be terminated by me by giving you a sixty (60) day written notice in advance, or upon termination of my employment.

(Employer's Signature)

(Employee's Signature)

Where earnings for any period are insufficient to cover dues, payment shall be made by the employee directly to the Union.

## ARTICLE XVII

### Car Allowance

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.

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.

## ARTICLE XVIII

### Overtime

- A. For all hours worked in excess of forty (40) hours per week, compensation shall be paid at the rate of time-and-one-half the straight hourly rate.
- B. Hours worked beyond eight (8) hours in one (1) day or beyond forty (40) hours in one work-week shall be paid at the rate of time-and-one-half. Paid sick leave is included in the definition of "hours worked".
- C. In the case of building use for activities not school-connected, the overtime rate for Sundays and holidays shall be double-time.
- D. Employees shall be paid a minimum of three (3) hours' pay at time-and-one-half (1 1/2 times) the employee's straight time hourly rate for emergency call back outside the employee's assigned working hours or shift. If the hours actually worked during such call back exceed three (3) hours, the employee shall be compensated at time-and-one-half (1 1/2 times) his straight time hourly rate for all hours actually worked.



- E. Employees shall be paid a minimum of two (2) hours' pay at time-and-one-half (1 1/2 times) the employee's straight time hourly rate for building (security or heating) checks performed outside the employee's assigned working hours or shift.

If the hours actually worked during such building check exceed two (2) hours, the employee shall be compensated at time-and one-half (1 1/2) his straight time hourly rate for all hours actually worked.

F. 1. Filling of Non-Emergency or Planned Overtime

- a. Non-emergency or planned overtime within a building shall be distributed in a fair and equitable manner on a rotating basis by the Senior Building Custodian.
- b. When sufficient custodians are not available to cover overtime from within the building where the overtime is to be worked, additional custodians shall be provided overtime opportunities under the following system:

A list shall be created and maintained by the Facilities Operations Manager or his designee twice each year (i.e. on January 1 and July 1). Employees interested in such overtime shall sign their names to such list. Each week the Facilities Operations Manager shall notify all employees, in the order they appear on the list, of overtime available for the upcoming weekend. Such notice shall be given before the end of the notified employee's regular shift on Friday of the week in question. If an employee is so notified and declines to accept overtime work on more than four occasions during any six-month period, his name shall be removed from the list for the remainder of such period.

1. Whenever the overtime list established in subsection (i) is used, the Facilities Operations Manager shall telephone the next person on the list after the last person notified on the last occasion overtime was worked. If that next person is notified and declines the overtime involved, the number of hours offered will be attributed to such employee as hours worked for purposes of equitably distributing available overtime, and the next person on the list shall be notified.

2. Filling Emergency Overtime

For the purposes of this Section, an emergency is defined as an unanticipated, imminent, or continuing threat to the security of the property of, or persons within the responsibility of, the Newton Public Schools, such as, but not necessarily limited to, fire, flood, oil spills, etc. In such situations, the Facilities Operations Manager shall first telephone the Senior Custodian involved and then resort to the overtime list in the manner set out in subsections (i) and (ii) above.

3. Heating and Security Checks

Notwithstanding the foregoing, the Department may assign 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.

- 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.
- G. Overtime work shall be voluntary except in case of an emergency. If qualified volunteers on a system-wide basis are not available for the performance of overtime work, the Administration shall assign overtime work to employees covered by this Agreement.
- H. A report of overtime worked by each member of the unit by hours and dollars will be presented to the Union at six (6) month intervals.
- I. Package Overtime. Twenty-five percent (25%) 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 percent (75%) 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.
- J. User Fee Overtime. Users who are now paying user fees<sup>1</sup> 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

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<sup>1</sup> It is agreed that school athletics historically have not paid user fees within the meaning of, and are not covered by, this provision. It is further agreed that the negotiation of this provision does not add to nor detract from the rights or obligations of either party hereto with respect to custodial coverage for school athletics. It is also agreed that users within the meaning of this provision do include, but are not limited to, Continuing Education and Community Schools.

assigned, at the discretion of Support Services. 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 Support Services, 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 Support Services. 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.

- 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.
- L. Employees who are out for a full shift or more on a sick or family illness leave are not eligible to work any overtime until at least 24 hours from the start of the shift they missed. This does not preclude the School Committee from permitting the employee, at its discretion, to work an overtime shift within that 24-hour period.

## **ARTICLE XIX**

### **Yearly Increments**

The increments established by the Employer shall be an integral part of the wage scale and shall be accrued yearly upon satisfactory performance of an employee's duties until he reaches the maximum of the grade, provided, however, that an annual increment may be withheld by the Employer by written notice to the employee involved sixty (60) days prior to the date set by the Employer for the granting of increments.

## **ARTICLE XX**

### **Classification of Schools**

The Employer shall from time-to-time establish and publish a list of its schools and classify them according to grade Senior I to Senior VI.

## ARTICLE XXI

### Health and Welfare

- A. The Employer shall continue to provide group insurance for eligible employees as provided by Massachusetts General Laws, Chapter 32B, provided all employees will contribute twenty percent (20%) of the cost of the premiums for such program. The Employer shall make available for all employees the premium conversion benefit provided under Section 125 of the federal tax code for all premiums paid by such employees.

The School Committee may convert the existing health insurance plan to an equivalent plan provided that it shall notify the Association of its intent to change such plan at least sixty (60) days prior to the date of the intended change. The Association shall be entitled to any information reasonably needed by the Association to evaluate the equivalency of the new plan, and the Committee will provide any such information within the first fifteen (15) days following its notice of intent to change plans. If the Association chooses to contest the equivalency of the plan, it shall do so no later than the 30th day following its receipt of the notice of a proposed change in plans by submitting a demand for expedited arbitration to the American Arbitration Association (AAA). The parties agree to conduct an expedited arbitration proceeding according to the rules provided therefor by the AAA and to complete such proceeding no later than the 60th day following the Association's receipt of notice of the proposed change in plans. The sole question for the arbitrator shall be whether the newly proposed plan is equivalent to the existing plan. If it is deemed by the arbitrator to be equivalent, the Committee may implement such new plan on the intended date of implementation. If it is not deemed equivalent by the arbitrator, such new plan may not be implemented except upon the mutual agreement of the parties. An arbitrator may not deem any newly proposed plan to be equivalent, regardless of the equivalency of its benefits and coverage, if the dollar cost and/or percentage cost to any member of the bargaining unit would be greater under the newly proposed plan than under the existing plan for the same time period. For purposes of this Agreement, the existing health plan shall mean the Tufts Total Health Plan (two options) and the Harvard Community Health Plan (HCHP).

- B. All employees shall be covered by and subject to the group dental insurance terms under the Guardian Dental Insurance Plan. The employer shall pay 50% of the premium costs, and the employee shall pay the other 50%.
- C. Effective February 13, 2012, the following changes will take place:
- a. For members hired to begin their employment in FY 12 and beyond, the new employee contribution rate will be 25% (employee share) and 75% (city share)
  - b. Deductibles up to \$250 for each individual/up to \$500 total for a family (new)
  - c. Mandatory Prescription Mail-In Program (maintenance medications only)

- d. CanaRx program will remain in effect
- e. Specialist co-pay - \$35 (new)
- f. Office PCP co-pay - up \$5 from \$15 to \$20
- g. Outpatient day surgery co-pay - \$150 (new)
- h. Emergency Room co-pay - up \$50 from \$50 to \$100
- i. Prescription drugs co-pays:
  - Tier 1 - up \$5 from \$10 to \$15
  - Tier 2 - up \$5 from \$25 to \$30
  - Tier 3 - up \$15 from \$35 to \$50
- j. Preventive care co-pay - \$0 (new) (from Affordable Care Act, which determines what counts as preventative care)
- k. Yearly Cap on out-of-pocket expenses of \$1,000 per individual/\$2,500 per family (new)
- l. \$500 one-time incentive for members who have an individual POS plan and \$1,000 for members who have a family POS plan who choose to change to an HMO or EPO plan. Members will have a window until February 10, 2012 (specific date to be determined) to accept the incentive. If an employee accepts an incentive, he/she cannot return to the POS for the life of this contract. (new)
- m. The City agrees to make inquiry into the cost of a PPO plan. The City may, without the need for further bargaining, offer to all members the option of low-cost limited network plans when its health insurance providers make these available to Newton.
- n. The City agrees that in return for the changes listed above, it will not implement further changes in the terms and conditions of the health insurance plans offered by it to its bargaining unit members without the express written assent of the Association until, at the earliest, July 1, 2014.

**Effective September 1, 2012**

- o. Members who utilize a POS plan will pay 25% of premium; the City will endeavor to offer a PPO plan that offers out-of-network care as a lower cost alternative to a POS plan, to which members will also contribute 25%.

**Effective September 1, 2013**

- p. Members who utilize a POS plan will pay 30% of premium; the City will endeavor to offer a PPO plan that offers out-of-network care as a lower cost alternative to a POS plan, to which members will also contribute 30%.

## ARTICLE XXII

### Wage Scale and Description of Custodial Assignments

The Wage Scale and Description of Custodial Assignments for all employees in the bargaining unit, and the effective dates thereof, are contained in Appendices A-1 to A-4 and Appendix B, attached hereto and made a part hereof.

The Wage Scales with adjustments are set forth in Appendices A-1 to A-4.

The Description of Custodial Assignments is set forth in Appendix B.

## ARTICLE-XXIII

### No Strike - No Lockout

Employees represented by the Union shall not engage in any strike, sit down, slow down, or work stoppage during the life of this Agreement, nor will the Employer engage in any lockout during the life of this Agreement.

## ARTICLE XXIV

### Uniform Allowance

- A. Employees covered by this agreement shall receive an annual uniform allowance of \$550.
- B. All employees covered by this Agreement who receive a uniform allowance will be required to wear appropriate uniforms.
- C. Each school group will determine the color and type of uniform by agreement with the Administration.
- D. A joint committee consisting of 4 members, 2 appointed by each side, will meet to discuss the issue of custodian uniforms. This committee shall make recommendations to the parties by December 31, 2005.

## ARTICLE XXV

### Longevity

#### Section 1

- A. An annual increment of \$2100 shall be given to individuals covered by this Agreement who have served at least thirty (30) years in the Newton Public Schools.
- B. An annual increment of \$2100 shall be given to individuals covered by this Agreement who have served at least twenty-five (25) years in the Newton Public Schools.
- C. An annual increment of \$1900 shall be given to individuals covered by this Agreement who have served at least twenty (20) years in the Newton Public Schools.
- D. An annual increment of \$1700 shall be given to individuals covered by this Agreement who have served at least fifteen (15) years in the Newton Public Schools.
- E. An annual increment of \$1050 shall be given to individuals covered by this Agreement who have served at least ten (10) years in the Newton Public Schools.

## ARTICLE XXVI

### Leave of Absence With Pay

Regular full-time employees covered by this Agreement will be allowed up to a total of five (5) days leave of absence without loss of pay in any one year for the following reasons:

1. Death or serious illness in the immediate family (immediate family for the purposes of this Article is defined as father, mother, father-in-law, mother-in-law, brother, sister, wife, husband, child, grandparent and near relative residing within the household of the employee).
2. Holy Days.
3. Court appearance by summons.
4. Commencement exercises at which the employee, his spouse or child will be awarded a degree or diploma.
5. Absence caused by an automobile accident involving the employee on his way to employment. (This is limited to the day of the accident only).
6. Absence caused by required court appearance in connection with school business or employment.
7. Selective Service examination.

From the five (5) paid absence days established primarily for death and illness in the immediately family, two (2) days shall be allowed for urgent personal business as judged by the employee. The following six (6) items of explanation apply:

1. Wherever possible, the employee should give reasonable advance notice of his/her intended absence to his/her supervisor;
2. The employee need not state the reason for the absence;
3. Though permission to be absent need not be requested, the employee may be required to complete a form certifying that the personal day has been taken;
4. The days may not be used to get an early start on or to intentionally lengthen a holiday or vacation or to simplify travel arrangements;
5. Personal days may be taken in full-day increments only; and
6. The use of personal days will not affect an employee's entitlement to additional pay under Section L of Article IX of this Agreement.

## ARTICLE XXVII

### Reduction in Force

- A. In the event that a reduction in the number of employees covered by this Agreement is deemed necessary by the School Committee, the layoff procedure set forth below will be utilized to effect the reduction in all cases:

Provisional Civil Service employees shall be laid off before any permanent Civil Service employees. The following considerations shall be used to determine the order of layoff for provisional employees:

1. Length of service computed from the date of initial employment by the Committee.
2. Knowledge, training, ability, skill and performance evaluation.
3. Physical fitness.
4. Leadership qualities.

Where factors 2, 3 and 4 are relatively equal, provisional employees shall be laid off in the reverse order of their length of service computed from the initial date of employment by the Committee.

- B. If, after all provisional employees are laid off, additional layoffs are still necessary, permanent Civil Service employees will be laid off in the order of reverse seniority as set forth below:



A Senior Custodian who is displaced in a RIF may bump another Senior Custodian who has less seniority and is the least senior Senior Custodian in the School Department or accept a reduction to Building Custodian. A Building Custodian who is displaced in a RIF and/or a Senior Custodian who is reduced to Building Custodian in a RIF may bump a less senior Building Custodian who has the least seniority on the same shift as the displaced custodian or accept a layoff. If no one on the displaced custodian's shift has less seniority, the displaced custodian may bump a less senior custodian who has the least seniority on any other shift, or accept a layoff.

For the purposes of this Article, seniority shall be measured from the first day of permanent appointment by the Newton School Department as a Building Custodian. This section shall be applied in a manner consistent with the definition of length of service in G.L. c.31, §33.

For purposes of this section, a shift predominantly between 7:00 a.m. to 6:00 p.m. shall be considered a day shift; between 3:00 p.m. to 11:00 p.m. shall be considered the evening shift and between 11:00 p.m. to 7:30 a.m. shall be considered the night shift.

The salary of any supervising Senior Custodian displaced by reorganization or the consolidation of a secondary school and/or the Education Center shall be maintained for the first six months after displacement at the pay grade of the position from which he was displaced and for the next six months at the rate of the position to which he is displaced plus 50% of the difference between his former position and his new position. In the event of a tie in seniority as defined above, for purposes of this Article, the employee with the greater length of prior professional service with the Newton Public Schools will be retained in preference to the employee with less service.

Disabled veterans' preference under Civil Service law will be observed under this Agreement.

- C. To the extent practical, normal attrition will be used to accomplish any reduction in work forces. That is, employees who die, resign, or retire will not be replaced by new Civil Service employees if there are Civil Service employees laid off. When Civil Service employees are laid off, the Committee shall agree not to hire any new Civil Service employees to fill permanent vacancies to which a laid-off Civil Service employee may be qualified.
- D. Any Civil Service employee laid off shall have the right to recall for a period of two (2) years following the date of layoff. The order of recall shall be in the reverse order of layoff with the last employee laid off being the first employee recalled.
- E. In the event that a court or administrative agency of competent jurisdiction determines that any of the foregoing sections of this Article are contrary to state law, the remaining sections shall remain in full force and effect.

## **ARTICLE XXVIII**

### **Just Cause**

No employee shall be disciplined or discharged except for just cause.

## **ARTICLE XXIX**

### **Work Jurisdiction**

All work presently performed by bargaining unit employees shall continue to be performed exclusively by bargaining unit employees in all buildings used by the School Department.

## **ARTICLE XXX**

### **Miscellaneous**

- A. The School Department will use Senior V and Senior VI custodians on a rotational basis to fill in for the Facilities Operations Manager on those occasions when: (1) the Facilities Operations Manager is absent, and (2) the School Department wishes to have the Supervisor's duties performed.
- B. The Employer shall distribute employee paychecks in individual envelopes.
- C. Members of the bargaining unit who live outside of Newton may enroll their school-age children tuition-free in the Newton Public Schools on a space available basis on the same terms as are in effect for teachers, administrators, and teachers' aides (Units A, B, and C) in Newton.
- D. A Joint Labor Management Committee will be established to evaluate overtime issues and work toward solutions.
- E. The pony driver and the backup pony driver may be assigned to drive a food truck when food truck drivers are absent. Whenever a pony driver is asked to drive a food truck, he will be entitled to 3 hours of man-out overtime. The pony driver will be classified as a Building Custodian IV.

## **ARTICLE XXXI**

### **Duration**

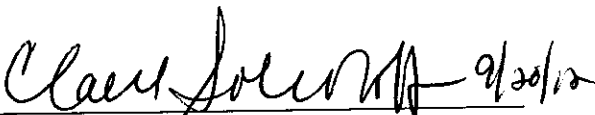
The Agreement shall be effective as of July 1, 2011 and shall remain in force and effect through June 30, 2014, and shall be considered renewed from year-to-year unless either party hereto shall

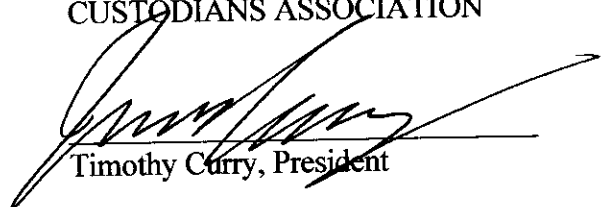
have given at least six (6) months' (January 1) notice prior to the termination date hereof or any subsequent anniversary date during which time changes, if any, shall be negotiated. The Agreement shall remain in force and effect during negotiations until a new Agreement is reached.

WITNESS our hands and seals this 24<sup>th</sup> day of September 2012.

NEWTON SCHOOL COMMITTEE

NEWTON PUBLIC SCHOOL  
CUSTODIANS ASSOCIATION

  
\_\_\_\_\_  
Claire Sokoloff, Chairperson

  
\_\_\_\_\_  
Timothy Curry, President

**APPENDIX A-1**

**BUILDING SERVICE EMPLOYEES SALARY SCHEDULE**

**July 1, 2011 (1%)**

	STEP 1	STEP 2	STEP 3	STEP 4
Building Custodian II	32,250.35			
Building Custodian III	38,102.20	39,840.57	41,580.31	43,890.84
Building Custodian IV	40,334.62	42,065.97	43,807.11	46,235.51
Senior Building Custodian I	41,496.32	43,230.46	44,977.21	47,351.26
Senior Building Custodian II	43,851.91	45,584.66	47,321.59	49,808.16
Senior Building Custodian III	44,599.31	46,340.44	48,078.80	50,599.52
Senior Building Custodian IV	47,311.80	49,048.74	50,781.49	53,432.44
Senior Building Custodian V	53,314.82	55,046.16	56,781.71	59,718.47
Senior Building Custodian VI	60,148.46	61,892.40	63,625.14	66,694.07
Building Maintenance Craftsman/Carpenter	47,311.80	49,048.74	50,781.49	53,432.44
Head Locksmith	52,575.31	54,313.88	56,045.86	58,710.43
Shop Foreman	53,314.82	55,046.16	56,781.71	59,718.47

**APPENDIX A-2**

**BUILDING SERVICE EMPLOYEES SALARY SCHEDULE**

**July 1, 2012 (\$750 to base; then 1.5%)**

	STEP 1	STEP 2	STEP 3	STEP 4
Building Custodian II	33,495.35			
Building Custodian III	39,434.98	41,199.43	42,965.27	45,310.46
Building Custodian IV	41,700.89	43,458.21	45,225.47	47,690.29
Senior Building Custodian I	42,880.02	44,640.16	46,413.12	48,822.78
Senior Building Custodian II	45,270.94	47,029.68	48,792.67	51,316.53
Senior Building Custodian III	46,029.55	47,796.80	49,561.23	52,119.76
Senior Building Custodian IV	48,782.73	50,545.72	52,304.46	54,995.18
Senior Building Custodian V	54,875.79	56,633.11	58,394.69	61,375.50
Senior Building Custodian VI	61,811.93	63,582.04	65,340.76	68,455.73
Building Maintenance Craftsman/Carpenter	48,782.73	50,545.72	52,304.46	54,995.18
Head Locksmith	54,125.19	55,889.84	57,647.80	60,352.34
Shop Foreman	54,875.79	56,633.11	58,394.69	61,375.50

**APPENDIX A-3**

**BUILDING SERVICE EMPLOYEES SALARY SCHEDULE**

**July 1, 2013 (1.75%)**

	STEP 1	STEP 2	STEP 3	STEP 4
Building Custodian II	34,081.52			
Building Custodian III	40,125.09	41,920.42	43,717.16	46,103.39
Building Custodian IV	42,430.65	44,218.72	46,016.91	48,524.87
Senior Building Custodian I	43,630.42	45,421.37	47,225.35	49,677.18
Senior Building Custodian II	46,063.18	47,852.70	49,646.54	52,214.57
Senior Building Custodian III	46,835.07	48,633.24	50,428.55	53,031.85
Senior Building Custodian IV	49,636.43	51,430.27	53,219.79	55,957.60
Senior Building Custodian V	55,836.12	57,624.19	59,416.59	62,449.57
Senior Building Custodian VI	62,893.64	64,694.72	66,484.23	69,653.70
Building Maintenance Craftsman/Carpenter	49,636.43	51,430.27	53,219.79	55,957.60
Head Locksmith	55,072.38	56,867.91	58,656.63	61,408.50
Shop Foreman	55,836.12	57,624.19	59,416.59	62,449.57

**Slotting and movement as follows:** Effective July 1, 2013, all employees with anniversary dates between July 1<sup>st</sup> and December 31<sup>st</sup> will move to the next step on January 1, 2014 and on each January 1<sup>st</sup> thereafter until they reach Step 6. All employees with anniversary dates between January 1<sup>st</sup> and June 30<sup>th</sup> will continue to step on each July 1<sup>st</sup> until they reach Step 6.

**APPENDIX A-4**

**BUILDING SERVICE EMPLOYEES SALARY SCHEDULE**

**June 30, 2014 (Step 5 – 2%; Step 6 – 1.25%)**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	7/1/2013	7/1/2013	7/1/2013	7/1/2013	6/30/2014	6/30/2014
Building Custodian II	34,081.52					
Building Custodian III	40,125.09	41,920.42	43,717.16	46,103.39	47,025.46	47,613.27
Building Custodian IV	42,430.65	44,218.72	46,016.91	48,524.87	49,495.37	50,114.06
Senior Building Custodian I	43,630.42	45,421.37	47,225.35	49,677.18	50,670.73	51,304.11
Senior Building Custodian II	46,063.18	47,852.70	49,646.54	52,214.57	53,258.86	53,924.60
Senior Building Custodian III	46,835.07	48,633.24	50,428.55	53,031.85	54,092.49	54,768.65
Sr. Building Custodian IV	49,636.43	51,430.27	53,219.79	55,957.60	57,076.75	57,790.21
Senior Building Custodian V	55,836.12	57,624.19	59,416.59	62,449.57	63,698.56	64,494.79
Sr. Building Custodian VI	62,893.64	64,694.72	66,484.23	69,653.70	71,046.78	71,934.86
Building Maintenance Craftsman/Carpenter	49,636.43	51,430.27	53,219.79	55,957.60	57,076.75	57,790.21
Head Locksmith	55,072.38	56,867.91	58,656.63	61,408.50	62,636.67	63,419.63
Shop Foreman	55,836.12	57,624.19	59,416.59	62,449.57	63,698.56	64,494.79

**Slotting and movement as follows:** Effective July 1, 2013, all employees with anniversary dates between July 1<sup>st</sup> and December 31<sup>st</sup> will move to the next step on January 1, 2014 and on each January 1<sup>st</sup> thereafter until they reach Step 6. All employees with anniversary dates between January 1<sup>st</sup> and June 30<sup>th</sup> will continue to step on each July 1<sup>st</sup> until they reach Step 6.

## **APPENDIX B**

### **DESCRIPTION OF CUSTODIAL ASSIGNMENTS**

#### **BUILDING CUSTODIAN I:**

These employees would be part-time temporary workers hired for summer work or to do part-time afternoon cleaning in buildings with small work overloads such as may be caused by a new addition. They are paid at straight hourly rates.

#### **BUILDING CUSTODIAN II:**

This is the hiring level for new full-time employees. These employees will be promoted to Building Custodian III after they have demonstrated familiarity with their duties and reliability and proficiency in performance of these duties.

#### **BUILDING CUSTODIAN III:**

Custodians in this category have established proficiency and reliability in custodial work.

#### **BUILDING CUSTODIAN IV:**

This category includes Permanent Intermittent Senior Building Custodians who shall be responsible to the Senior Custodian for work assignments of Building Custodians in the absence of a Senior Building Custodian.

#### **SENIOR BUILDING CUSTODIAN I:**

Custodians responsible for all custodial services in a small elementary school with eight or less classrooms in daily use, normally considered to be a "one-man" assignment. Also, Senior Building Custodians who have not completed the requirements necessary to secure a Second-Class Fireman's License as issued by the Commonwealth of Massachusetts Department of Public Safety and will usually have a Building Custodian under their direction.

#### **SENIOR BUILDING CUSTODIAN II:**

Senior Building Custodians in charge of all custodial work in our larger elementary schools of less than 40,000 square feet. They will be required to have a Second-Class Fireman's License as issued by the Commonwealth of Massachusetts Department of Public Safety and will usually have a Building Custodian under their direction.



SENIOR BUILDING CUSTODIAN III:

Senior Building Custodians in charge of all custodial work in large elementary schools of between 40,000 and 55,000 square feet. They will be required to have a Second Class Fireman's License as issued by the Commonwealth of Massachusetts Department of Public Safety and will usually have a Building Custodian under their direction.

SENIOR BUILDING CUSTODIAN IV:

Senior Building Custodians in charge of all custodial work in our largest elementary schools of 55,000 square feet or more. They will be required to have a Second Class Fireman's License as issued by the Commonwealth of Massachusetts Department of Public Safety and will usually have a Building Custodian under their direction.

SENIOR BUILDING CUSTODIAN V:

Senior Building Custodians in charge of Middle Schools such as Bigelow, F.A. Day, Charles E. Brown and Oak Hill. These employees must have a Firing License and must qualify by successfully having served in lower Senior grades.

SENIOR BUILDING CUSTODIAN VI:

Senior Building Custodians in charge of unusually large and complex school such as the Newton South High School. These positions shall be individually described to meet the needs of the Newton Public Schools as they develop in the future.

FIRING LICENSE

Senior Building Custodians for whom a firing license is required shall be paid a firing differential of \$600.00 annually providing they have been duly examined and licensed as Second Class Fireman by the Commonwealth of Massachusetts Department of Public Safety, when they have the overall responsibility for proper operation of a given school plant.