

AGREEMENT
BETWEEN THE
HINGHAM SCHOOL COMMITTEE
AND THE
HINGHAM PUBLIC SCHOOL
CUSTODIANS AND MAINTENANCE WORKERS'
ASSOCIATION

July 1, 2020 - June 30, 2023

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SIDE LETTER AGREEMENT: OVERTIME DISTRIBUTION
SIDE LETTER AGREEMENT: OVERTIME AUTHORIZATION

AGREEMENT made this 1st day of March 2021, by and between the School Committee of the Town of Hingham (hereinafter referred to as the "Committee") and the Hingham Public School Custodians and Maintenance Workers' Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

1.1 The Committee recognizes the Association pursuant to the provisions of Chapter I SOE of the General Laws as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment of all permanent, regular full-time and part-time lead custodians, custodian/field maintenance workers, maintenance workers, junior custodians/matrons, but excluding Supervisor of Buildings and Grounds, High School Building Manager and Assistant to Supervisor of Buildings and Grounds and all other employees of the Hingham School System. The High School Supervisor position will be included in the bargaining unit, with the title of High School Lead Custodian, when, but not before, the employee holding the non-bargaining unit position of High School Supervisor immediately prior to the effective date of this Agreement ceases to hold that position. The following positions shall not be included in the bargaining unit: Custodian and Maintenance Supervisor, Custodian, Maintenance and Special Projects Supervisor, Project Coordinator.

ARTICLE II
MILITARY LEAVE

2.1. The Committee will comply with all State and Federal laws with respect to mandatory military leaves of absence and reinstatement from such leaves of absence. Except as provided in Section 2.4, all military leaves shall be without pay.

2.2. Military leave will be granted to any Association members who is inducted or who, in lieu of induction, enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.

2.3. Upon return from such a leave, the employee will be placed on the salary schedule at the level which he/she would have achieved had he/she remained in the Committee's active service during the period of absence, up to a maximum of four (4) years.

2.4. Employees with more than six months' continuous employment by the Town next prior to the time of performing the service herein referred to, who are called for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid full pay for not more than one week in addition to the normal vacation allowance.

ARTICLE III
GROUP INSURANCE PLAN

3.1 The Committee will continue for the duration of this Agreement to provide a group insurance plan on the same basis as the group insurance plan available to other Town employees. It is understood that the Town will not itself operate the plan but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the application. The premiums for such plan shall continue to be shared in the same proportion as for other Town employees. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedures herein.

ARTICLE IV
PERSONNEL RECORDS

4.1 An employee may, upon request, review the contents of his/her personnel file, except that confidential references supplied by others will be removed. No material which his/her immediate supervisor or the Superintendent deems derogatory to an employee's service, character or personality will be placed in such employee's personnel file unless such employee has had an opportunity to review the material. The employee will acknowledge having had the opportunity to review such material by signing the copy to be filed; such signature, however, shall not be deemed to indicate agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and

his/her written answer shall be reviewed by the Director of Business and attached to the file copy.

ARTICLE V PROTECTION

5.1 Custodians and maintenance workers will immediately report to the Committee's Director of Business in writing any case of assault or abusive conduct they suffer in connection with their employment.

5.2 Such written report, if the employee requests, will be forwarded to the Superintendent and the Committee. The Committee will comply with any reasonable request from the employee for information it has about the incident and act appropriately as liaison between the employee, the police and the courts.

ARTICLE VI PROBATIONARY PERIOD

6.1 Each new employee will be considered a probationary employee and shall have no seniority status until he/she has completed a probationary period of ninety (90) calendar days of continuous employment, during which time he/she may be discharged with or without cause and without recourse under this Agreement. Days lost from work, because of sickness or accident during the probationary period shall not be considered in computing said ninety (90) consecutive calendar days and shall not break the consecutive period. During the probationary period, an employee shall be considered a temporary employee.

6.2 During the first thirty (30) days following promotion, an employee may choose to return to the employee's former bargaining unit position, or the School District may choose to return the employee to the employee's former position, and any such decision shall not be subject to grievance or arbitration.

ARTICLE VII TERMINATION OF EMPLOYMENT RIGHTS

7.1 An employee's length of continuous employment and all employment rights shall terminate if he/she:

- 1) quits or resigns his employment;
- 2) is discharged, terminated or retired;
- 3) is absent from work for three (3) or more consecutive working days without notifying the Committee or without adequate reason if he/she does notify the Committee;
- 4) Fails, without adequate reason, to report for work upon recall at the time specified by the Committee or to report for work at the expiration of a leave of absence granted by the Committee for any reason;
- 5) Is absent from work for any reason (other than approved leaves of absence granted by the Committee) for a continuous period of twelve (12) months, except that an employee on layoff with recall rights may be absent from work for a continuous period of twenty-four (24) months.

ARTICLE VIII DISCHARGE AND DISCIPLINE

8.1 The Committee agrees that employees shall not be discharged, disciplined or reduced in rank except for just cause.

ARTICLE IX
EMPLOYEE COMPLAINT PROCEDURE

9.1 In the interest of resolving employee complaints as informally and rapidly as possible, employees who have complaints or dissatisfactions regarding their employment may utilize this informal complaint procedure. Any such complaint may be presented to the employee's immediate supervisor in an effort to resolve the complaint. If the complaint is not resolved to the employee's satisfaction in this informal procedure and it otherwise qualifies as a grievance as defined in Section IO.2, the employee may utilize the formal grievance procedure in Article A-X, provided that the grievance is filed within the time limit set forth in Section 10.4.

ARTICLE X
GRIEVANCE PROCEDURE

10.I The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any grievance without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association is notified of the proposed disposition of the grievance before a final determination thereon.

10.2 The following definitions shall apply for purposes of this Agreement:

(1) A "grievance" shall mean a complaint by a custodian or maintenance worker (or, in the case of a group or class grievance referred to in Section 10.5, a group of custodians and/or maintenance workers) that as to such custodian or maintenance worker (or custodians or maintenance workers) the Committee has interpreted and applied this Agreement in violation of a specific provision thereof

(2) An "aggrieved employee" shall mean the custodian or maintenance worker or group or class of custodians and/or maintenance workers making the complaint.

10.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. "Days" as used in this Article and Article A-XI shall mean calendar days.

10.4 The processing of grievances shall be undertaken in accordance with the following procedure:

LEVEL ONE. The aggrieved custodian or maintenance worker must first present the grievance in writing to the Director of Business and Support Services within twenty (20) days of the date on which the custodian or maintenance worker knew or reasonably should have known of the event or events giving rise to the grievance. Within five (5) days after receipt of the grievance, the Director of Business and Support Services and the aggrieved custodian or maintenance worker, and if the aggrieved custodian or maintenance worker so chooses, a representative of the Association, shall meet to discuss the grievance. The Director of

Business and Support Services shall provide his/her decision in writing within five (5) days after the conclusion of such meeting.

LEVEL TWO. If the grievance is not settled to the satisfaction of the aggrieved custodian or maintenance worker at Level One, the grievance shall be presented in writing to the Superintendent within eight (8) days of the decision in Level One. Within five (5) days after the receipt of the grievance by the Superintendent, he/she and the aggrieved custodian or maintenance worker and, if the aggrieved custodian or maintenance worker so chooses, a representative of the Association, shall meet to discuss the grievance. The Superintendent shall provide his/her decision in writing within five (5) days after the conclusion of such meeting.

LEVEL THREE. If the grievance is not settled at Level Two to the satisfaction of the aggrieved custodian, the grievance may be presented in writing to the Committee within eight (8) days of the decision at Level Two. The Committee shall consider the grievance and provide its decision in writing to the aggrieved custodian within thirty (30) days after receipt of the written grievance by the Committee when no hearing on the grievance is held, or within fifteen (15) days after the conclusion of the hearing when a hearing is held. If the grievance is not settled to the satisfaction of the aggrieved custodian at Level Three, the Association may submit the grievance to arbitration by giving written notice to the Committee within ten (10) days after receipt of the Committee's decision.

10.5 A grievance involving a group or class of custodians may be presented in writing

as a group grievance by the Association at Level One within twenty (20) days of the earliest date on which a custodian in the group knew or reasonably should have known of the event or events giving rise to the grievance, provided that the "group" shall include only those custodians who have advised the Association in writing in advance of the initial presentation of such grievance that they wish the Association to pursue the grievance on their behalf, and provided further that the Association at such time of initial presentation furnishes the Superintendent a list of those custodians who have so advised the Association.

10.6 If a decision at any level is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.

10.7 No grievance shall be considered which is not presented within the time limit specified in Level one. If a grievance is once settled, or, if it is not appealed to the next higher level within the specified time limits, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration under Article A-XI.

ARTICLE XI ARBITRATION

11.1 In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set

forth in this Article. Nothing in this Article shall preclude the parties mutually agreeing to conciliate a grievance.

11.2 The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within seven (7) days after receipt by the Committee of written notice that the Association intends to arbitrate, the Association shall, within seventeen (17) days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator.

11.3 Either the Committee or the Association shall have standing to question arbitrarily in arbitration or in an appropriate forum.

11.4 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. In reaching his/her decision the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder.

The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Association and the custodians and/or maintenance worker who initiated the grievance.

ARTICLE XII LEAVES OF ABSENCE

12.1. The Committee may, in its sole discretion, grant an unpaid leave of absence for reasons of illness or injury, maternity, military service or other reasons deemed compelling by the Committee in its sole discretion, provided that the Family and Medical Leave Act of 1993 shall supersede the provisions of this Agreement to the extent that the Act provides a better benefit. Except as may be required by law, the maximum length of a leave of absence shall be twelve (12) months. To be considered for a leave of absence, a written request must be submitted to the Director of Business as far in advance of the requested start of the leave as possible. Further supporting documentation or information may be required.

12.2.1 During an approved leave of absence, a custodian or maintenance worker shall not accrue any benefits, but such leave shall not break the employee's length of continuous employment.

An employee who is on an approved leave of absence may continue to participate in the group insurance plan by tendering the full premium pursuant to arrangements

established by the Director of Business. Up to six (6) months of an unpaid leave of absence shall count toward the computation of seniority for purposes of layoffs and recalls.

ARTICLE XIII CONTINUITY OF OPERATIONS

13.1 The Association agrees that no Association officer, Association representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or of any other kind), walkout, work stoppage, sit-down, slowdown or any other direct or indirect interference with the operations of the school system. The Committee agrees not to conduct a lockout.

13.2 The Association and its members, individually and collectively, agree that if there is a violation of Section 13.1, any or all custodians and maintenance workers violating this clause will at the discretion of the committee be subject to disciplinary action, including discharge or suspension. Furthermore, the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

13.3 In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in court at law or in equity or in arbitration pursuant to the procedure described in Article A-XI.

ARTICLE XIV
RIGHTS OF COMMITTEE

14.1 The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that, as elected representatives of the citizens of Hingham, the Committee has the responsibility for the operation of the Hingham Public Schools.

14.2 Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of The Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE XV
ASSOCIATION SERVICE FEE AND DEDUCTIONS

15.1 The Parties agree that the language of Article XV, Section 15.1, shall be removed for the life of this contract. If, during the life of the contract, the United States Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. ____ (2018) is overturned, the Parties agree

that the language of Article II will be put back into the contract.

15.2 The Committee agrees to deduct each week Association dues and service fees from the wages of custodians and maintenance workers who individually and voluntarily authorize the Committee to do so in writing in a form satisfactory to the Committee and to remit the amounts so deducted to the Treasurer of the Association. Such authorization shall provide that it may be withdrawn by the custodian or maintenance worker by giving at least sixty (60) days' notice in writing of such withdrawal to the Committee and by filing a copy thereof with the Treasurer of the Association. The provisions of this Section shall be subject to the requirements of Section 17G of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in such sum and with such surety or sureties as are satisfactory to the Treasurer of the Town.

15.3 The Association shall indemnify and save the Committee harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the Committee for the purpose of complying with this Article or in compliance with any deduction authorization furnished to the Committee.

ARTICLE XVI
LAYOFFS AND RECALLS

16.1 When the Committee determines the number of custodians and/or maintenance workers to be laid off, if any, the Committee will first solicit volunteers for layoff within the particular job classification to be reduced. If there are not sufficient volunteers within the particular job classification, then the Committee will select those to be laid off within the particular job classification affected in the inverse order of seniority, as follows: custodians and maintenance workers will be selected in inverse order of their seniority, except that a more junior custodian or maintenance worker may be retained and a less junior custodian or maintenance worker laid off if the more junior employee has demonstrably superior performance (in relation to the work to be performed). A custodian's or maintenance worker's seniority shall mean his/her continuous and unbroken employment by the Committee in a position covered by the bargaining unit, except that it shall mean length of continuous and unbroken employment as a Head Custodian with respect to Head Custodian job classifications. Notwithstanding the foregoing, part-time custodians and maintenance workers within a particular job classification shall be laid off before full-time custodians and maintenance workers within that job classification. A list of bargaining unit job classifications for purposes of this procedure is contained in Appendix B.

16.2 A custodian or maintenance worker who has been selected for layoff from a job classification may displace a more junior custodian or maintenance worker in another

job classification in the same or in successively lower salary grades than his/her own within the same job family, provided such more junior custodian or maintenance worker does not have demonstrably superior performance (in relation to the work to be performed and including recent attendance records). Job classifications grouped for job family purposes are shown in Appendix

C. A custodian or maintenance worker selected for layoff may, in the alternative, displace a more junior custodian or maintenance worker in a job classification which he/she formerly held and in which he/she performed satisfactorily, provided the more junior custodian or maintenance worker does not have demonstrably superior performance (in relation to the work to be performed and including recent attendance records). In order to displace any custodian or maintenance worker under this procedure, a displacing custodian or maintenance worker must be fully qualified to perform the work of the classification of the custodian maintenance worker to be displaced in a manner which is satisfactory to the Committee.

16.3 Following layoff, school and shift assignments for custodians or maintenance workers not laid off will be determined by the Committee, in its discretion, subject to the following:

- (1) The most junior custodial employees in salary grade S-12 will be assigned to a night shift or weekend shift.
- (2) Custodian employees currently assigned to a particular school will continue to be assigned to that school as of the date of layoff, except that those who are surplus to a particular school will select in order of their seniority their school or other assignments from vacancies which exist. Nothing shall limit the

right of the Committee to make changes in school and shift assignments, if the Committee deems such appropriate, in its discretion.

16.4 In the event that there is a vacancy in a particular job classification which the Committee decides to fill, custodians who prior to layoff held such job classification or another job classification in a higher salary grade within the same job family will be recalled to fill the vacancy in order of their seniority. Notwithstanding the foregoing, if there is a vacancy in a day shift (any shift which ends not later than 6:30 p.m.) position and if there are incumbents in that classification who are not assigned to the day shift, before any custodian is recalled, the President of the Association will be advised of such day shift vacancy. The President of the Association will survey whether or not any custodians in that classification who are not assigned to the day shift would be interested in transferring to the day shift and transmit such information to the Supervisor of Buildings and Grounds. Any such transfer request will be considered before any laid off custodian is recalled. Also notwithstanding the foregoing, if a Head Custodian position is eliminated, the incumbent custodian will not automatically be assigned to the late night shift at Hingham High School unless such custodian is one of the two most junior employees in the custodian classification.

16.5 Notice of recall will be sent by electronic mail to a personal email address provided by the custodian or maintenance worker and by mail to the last address of record of the custodian or maintenance worker, with a copy to the President of the Association. The custodian or maintenance worker shall have two (2) calendar days after the date of mailing/emailing to accept recall. If the Committee does not receive written notice of acceptance of recall within such two (2) calendar day period, or if a custodian or

maintenance worker who has accepted recall fails to return to work within five (5) calendar days after the date the Committee mailed notice of recall, the custodian's or maintenance worker's recall rights shall be terminated, unless the custodian's or maintenance worker's inability to return to work is due to verified illness supported by medical documentation satisfactory to the Committee received in advance of the expiration of said five (5) calendar day period. Custodians and maintenance workers on layoff are responsible for advising the Committee and the Association by mail and email of any changes of address. A custodian's or maintenance workers' recall rights expire if he/she is not recalled within twenty-four (24) months from his/her date of layoff.

16.6 Custodians or maintenance workers who are recalled to a vacancy in a job classification will be assigned to a school and/or shift *as* determined by the Committee. A custodian or maintenance worker who is recalled will resume his/her length of service as of the date of layoff for benefit accrual and salary increase purposes. A custodian or maintenance worker who is recalled shall also retain his/her original seniority date. Custodians and maintenance who are recalled shall be credited with their accrued and unused sick leave as of their date of layoff.

16.7 In the event that a custodian or maintenance worker has accrued and unused sick leave as of the date of his/her displacement from a position in which he/she accrues sick leave to a position for which there is no sick leave accrual, such custodian or maintenance worker will be permitted to use such accrued and unused sick leave, but shall not accrue

any additional sick leave. It is understood that custodians and maintenance workers to be laid off must use any accrued and unused vacation prior to the date of layoff or that the Committee will lay them off sufficiently in advance of the date of layoff so that their annual salary through said date will not exceed the amount budgeted for the position. The Committee agrees to waive any contractual limitations concerning times when vacation may be taken in order to give effect to this provision.

16.8 To the extent permitted by law, if at all, a custodian or maintenance worker on layoff will be permitted to continue in the Town's group insurance program if such custodian or maintenance worker pays the full cost of coverage in advance of the date the Town is obligated to *remit* the premium to the carrier.

ARTICLE XVII TUITION REIMBURSEMENT

17.1 Custodians and maintenance workers shall be reimbursed for the cost of tuition for courses or programs related to their employment with the School Committee, up to a maximum of \$300 per employee in any fiscal year. Reimbursement will be available only for courses or programs which have been approved, in advance of enrollment, by the Director of Business in his/her sole discretion, and only for courses or programs which the custodian or maintenance worker has successfully completed.

ARTICLE XVIII
ANNUAL EVALUATIONS

18.1 The performance of a custodian or maintenance worker shall be evaluated annually by the employee's supervisor, with input from the building principal and the assistant principal(s).

ARTICLE XIX
JOB CATEGORIES

There shall be three (3) employee categories:

19.1 Full-time. A custodian employed in a permanent year-round (fifty-two (52) weeks per year) position who is normally scheduled to work forty (40) hours per week, if assigned to the day shift, or thirty-five (35) hours per week, if assigned to the night shift.

19.2 Part-time. A custodian who is normally scheduled to work forty (40) hours per week, if assigned to the day shift, or thirty-five (35) hours per week, if assigned to the night shift, and who is normally scheduled to work less than fifty-two (52) weeks, but more than thirty-five (35) weeks per year.

19.3 Part-time hourly. A custodian who works less than forty (40) hours per week, if assigned to the day shift, or less than thirty-five (35) hours per week, if assigned to the night shift, irrespective of the number of weeks which the employee is normally scheduled to work per year.

19.4 In determining the appropriate category for benefits which are pro-rated under this Agreement for part-time custodians on the basis of the "number of weeks per year scheduled to work," such weeks shall include only weeks of actual work and shall not include weeks for which the custodian is paid but does not work, such as for holidays and vacations. Part-time custodians will be advised as to their benefit category at time of hiring. If the number of weeks per year which a custodian is scheduled to work is changed so that it would effect a part-time custodian's benefit category, the custodian will be so advised.

ARTICLE XX
WORK SCHEDULE

20.1 The regular work week shall consist of five (5) consecutive days within seven (7) consecutive days. The regular work day for full-time and part-time custodians shall consist of eight (8) consecutive hours for custodians assigned to the day shift (any shift which ends not later than 6:30 p.m.) and seven (7) consecutive hours for custodians assigned to the night shift, in addition, in both cases, to unpaid lunch periods of one (1) hour for custodians who drive buses and one-half(1/2) hour for custodians (other than Elementary Head Custodians) who do not drive buses. If the schedule of custodian shifts results in any custodian, regularly scheduled to work for more than six hours per day:

- (1) working alone in a school while school is in session or while the building is occupied by outside groups; and
- (2) unable to take a half hour, unpaid and uninterrupted meal break;

Then the administration shall attempt to adjust the schedule so that coverage will be provided for a thirty (30) minute meal break. If this cannot be accomplished, one of the following schedules will be arranged by mutual consent of the custodian and the administration:

- (1) If this situation occurs during an elementary day shift, the custodian's meal break will be 30 minutes, 15 of which will be paid for the purpose of being available and responding as needed and 15 minutes will be unpaid. Under this option, the custodian's total day will be 8.25 hours for day shift and 7.25 hours for night shift including the 15 minute paid meal break. The custodian will be allowed to leave the school for the 15 minute unpaid meal break, as needed, providing the custodian notifies the principal prior to leaving and upon return to the school; or
- (2) The custodian's meal break will be a 30 minute paid break for the purpose of being available and responding as needed. Under this option, the custodian's total day from start to finish will be 8 hours for day shift custodians and 7 hours for night shift custodians and will be inclusive of a one half hour paid, on-duty and on-site meal break.

Custodians will record the times they begin and end work each work day. There will be an unpaid lunch period of 30 minutes for such custodians on work days when school is not in session. A custodian in the classification of custodian or maintenance worker who is required to begin his/her scheduled shift before the normal starting time on a particular day will not be required to end such work shift prior to its

normal ending time. The work hours for the first and second shift on days where school is cancelled shall commence at 7:00 a.m.

A custodian or maintenance worker scheduled to work an "outside detail" of at least consecutive hours, will be allowed to take a 30 minute, unpaid meal break. If the custodian is alone in the building and cannot leave the building unattended or cannot schedule an uninterrupted 30 minute meal break for some other reason related to the needs of the school system and this reason is approved in advance by the Facility Manager at the High School or the Supervisor of Building and Grounds then the custodian will be paid for the 30 minute on-call and on-site meal break.

20.2 Nothing in this Article shall be construed as a guarantee of work or as an abridgement of the Committee's rights to define the hours of work, to determine the times when or locations where custodians shall be required to work, and to establish such shifts and work schedules and starting and quitting times as it deems appropriate. Custodians shall be notified in writing of any permanent change of shift or scheduled work hours. Such notice will be given, when practicable, at least five (5) working days prior to the scheduled change. Custodians shall be given, when practicable, at least three (3) working days' notice of any temporary change of shift or scheduled work hours. Notwithstanding any other provision of this Agreement, in the event of a snow or other emergency, an employee's shift may be altered without prior notice and shall commence and end at the times determined by the District to best meet the needs imposed by the emergency; provided, however, that (i) except in extreme circumstances, such alterations shall not require an

employee whose shift normally begins prior to 10:00 am to delay starting his/her shift beyond 10:00 am and (ii) an employee whose regular shift is a night shift shall not be required to report to work any earlier than 10:00 am if the employee worked the prior night.

20.3 Custodians who are called in to begin their shifts early without such three (3) working days' notice shall be entitled to continue working for said three (3) working days until their normal shift quitting time, except that the existing practice with respect to days on which school is canceled shall continue to apply.

20.4 While on working time, and unless on an authorized break, each employee is expected to devote the employee's full time and energy to his or her duties. Without limiting the generality of the foregoing, an employee while on working time (unless on an authorized break or in the event of a true personal or family emergency as to which time is of the essence) shall not use a cell phone, digital music player with earphones, or other personal electronic device, except as reasonably necessary for the performance of their duties and for purposes of District business.

20.5 Each employee shall report his or her starting and ending times for each full or partial shift by using the time-recording system designated by the District.

ARTICLEXXI
OVERTIME

21.1 A custodian assigned to the day shift who is required to work in excess of eight (8) hours in any one work day or in excess of forty (40) hours in any one work week shall be paid for all such work at one and one-half (1 1/2) times his/her regular straight-time hourly rate. A custodian assigned to the night shift who is required to work in excess of seven (7) hours in any one work day or in excess of thirty-five (35) hours in any one work week shall be paid for all such work at one and one-half (1 1/2) times his/her regular straight-time hourly rate. A custodian's regular straight-time hourly rate shall be determined by dividing his/her weekly salary by forty (40). Sunday work, other than for outside groups shall be paid at a double time rate.

21.2 If, after completing his/her full shift, a custodian is called back to work or is required to open a building for an outside activity, he/she shall be guaranteed four (4) hours' work at the applicable rate of pay, unless the custodian arrives at work less than four (4) hours prior to the start of the custodian's next shift. Notwithstanding the preceding sentence, if a custodian is called back to work or is otherwise required to open or close a field or similar facility, the custodian shall be guaranteed (i) two hours of work for opening the field or similar facility, and (ii) three hours of work for closing the field or similar facility; provided that this shall not preclude the District's opening or closing of fields or similar facilities in other ways.

21.3 Days of absence with pay for sick leave, holidays, vacation, personal leave and bereavement leave will be considered time worked for purposes of computing eligibility for overtime, but an employee who has been absent using sick leave shall not be eligible to work voluntary overtime during the same workweek, except as approved by the employee's supervisor in the supervisor's sole discretion, and then only if no other qualified member of the bargaining unit volunteers to work the overtime.

21.4 Custodians may be required to work a reasonable amount of overtime. Except as may result from the application of Article B-II, Section 2.2, the Committee will endeavor to distribute to work available overtime among full-time custodians insofar as practicable. Such distribution of overtime within the classification of head custodian, custodian or maintenance man shall be on the basis of work location and classification in accordance with existing practice. This section shall not, however, form a basis for any claim for wages or overtime premiums for hours not worked.

21.5 There shall be no pyramiding or duplication of any premium pay or overtime. When work falls within two (2) or more overtime or premium pay classifications (whether required by law or by the terms of this Agreement) only the highest single overtime or premium rate shall be paid.

21.6 The Association may review the record of overtime worked by members of the bargaining unit every two months.

ARTICLE XXII
SALARY RATES

22.1 The salary rates of custodians covered by this Agreement shall be determined in accordance with the schedules attached hereto as Appendices A-1, A-2 and A-3. The grade for any particular position shall be the applicable grade shown in Appendix B. Although salaries of custodians are expressed in weekly and yearly amounts, custodians are hourly-rated and do not have a guaranteed weekly or annual salary. Step increases are contingent upon the satisfactory performance of the custodian.

22.2 Each employee shall be paid by direct deposit. All paystubs and other payroll data will be available only through the District's Employee Self-Service (ESS) portal.

22.3 Custodians who are required by the Committee to maintain a bus-driving license and who are assigned bus-driving duties shall receive an additional \$1000.00 per year for such duties.

22.4 The High School Night Custodial Supervisor shall receive an annual salary differential of \$750.00 above his/her rate of pay for being a custodian. There shall be one Middle School Night Custodial Supervisor, who shall receive an annual stipend of \$750.

22.5 In any instance in which a custodian relieves in a higher classification, he/she will be paid at the lowest step in the salary grade of the higher classification which will give the custodian a salary increase of at least \$40.00 per week above his/her weekly salary in

his/her regular classification. A custodian who has served continuously for six (6) months as an acting Head Custodian (effective July 1, 2017, Head Custodian will be replaced by Lead Custodian), will be granted an additional step on the applicable Head Custodian (effective July 1, 2017, Head Custodian will be replaced by Lead Custodian) salary scale.

22.6 A custodian who is assigned to work as an extra custodian to assist an outside group which is being charged a fee to use School Department facilities will be paid at the higher of (i) the rate of \$25.00 per hour paid at time and one-half or (ii) the custodian's regular hourly rate paid at time and one-half, for all time worked on such assignment. When posting outside group assignments, the District shall include with the posting a description of any work which the District, as of the time of the posting, reasonably anticipates the custodian will perform (beyond assisting the outside group) during the period of such an assignment.

(b) In each school building, the Custodian and Maintenance Supervisor/Manager shall determine the lead custodian in consultation with the building principal. At the start of each school year, the Custodian and Maintenance Supervisor/Manager, with the building principal if s/he so chooses, shall offer to meet with the lead custodian and shall discuss with the lead custodian the goals and objectives identified by the Custodian and Maintenance Supervisor/Manager and the principal for that school year. The Custodian and Maintenance Supervisor/Manager shall offer to meet with the lead custodian on at least two other occasions during the school year, once in the months of December or January, and once in the months of May or June, to discuss any specific areas of concern identified by the Custodian and Maintenance Supervisor/Manager and/or the principal, and shall place any

such concerns in writing following such meeting. The building principal may attend these meetings. A custodian may be removed from the role of lead custodian if, in the principal's good faith judgment after consultation with the employee's supervisor and after consideration of the performance record and leadership abilities of the custodians regularly working in that building, the interests of the building community would be better served by the designation of a different lead custodian. The removal of a custodian from the role of lead custodian shall not be subject to Section 8.1 of this Agreement, but may be appealed to the Superintendent of Schools who shall ensure that the decision was neither arbitrary nor capricious. A custodian removed from the role of lead custodian shall not be deemed to have been laid off and shall be placed in another custodian position in the District.

22.7 An employee who holds and maintains a valid Massachusetts license to work as a plumber, electrician or HVAC technician and who is willing to perform work under that license when requested by the District shall receive an annual stipend of \$1,000 for a full-time employee, pro-rated for a part-time employee. An employee who holds and maintains a valid license as a construction supervisor and who is willing to perform work under that license when requested by the District shall receive an annual stipend of \$375 for a full-time employee, pro-rated for a part-time employee. An employee who holds a roofing, HVAC or IPM certification and who is willing to perform work under that certification when requested by the District shall receive an annual stipend of \$250 for a full-time employee, pro-rated for a part-time employee.

22.8 Maintenance workers shall be reimbursed five hundred dollars (\$500) annually for the use of their personal cellular phones for work purposes. Lead custodians shall be reimbursed three

hundred and fifty dollars (\$350) annually for the use of their personal cellular phones for work purposes. If an employee needs to use their cell phone for accommodations under the ADA, the three hundred and fifty dollar (\$350) stipend would be applicable with the provision of appropriate medical documentation. The stipend will be paid quarterly.

ARTICLE XXIII HOLIDAYS

23.1 Eligible full-time custodians shall be entitled to holiday pay for each of the following holidays:

New Year's Day
Martin Luther King's
Birthday Washington's
Birthday Patriots' Day
Memorial Day
Juneteenth Independence
Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In addition, if December 24 would otherwise be a scheduled work day and school is not in session on that day, an eligible full time custodian shall be entitled to holiday pay for the day.

Eligible part-time custodians shall be entitled to holiday pay for certain of the holidays listed above, depending upon the number of weeks per year that they are scheduled to work, as follows:

| Number of weeks per year <u>scheduled to work</u> | Holidays for which custodians <u>are entitled to</u> <u>holiday pay</u> |
|--|--|
| At least 47 but less than 52 weeks | All except Independence Day |
| At least 43 but less than 47 weeks | All except Independence Day and Labor Day |
| At least 39 but less than 43 weeks | All except Independence Day, Labor Day and Memorial Day |
| At least 35 but less than 39 weeks | All except Independence Day, Labor Day, Memorial Day and Washington's Birthday |

All holidays referred to in this Article shall be observed hereunder on the day established for its observance under Massachusetts law, except that a holiday which falls on a Saturday will be celebrated under this Agreement either on the preceding Friday or on another day designated by the Committee, after discussion with the Association, at the option of the Committee.

23.2 Holiday pay for an eligible custodian shall be computed on the basis of the custodian's regular straight-time hourly rate (determined by dividing his/her weekly salary by forty (40)) multiplied by eight (8).

23.3 If a custodian is required to work on a day on which a holiday is celebrated under this Agreement, he/she shall be paid for such work at his/her straight-time hourly rate (in addition to holiday pay to which he/she may be entitled), except that any such custodian who is not scheduled to work on such holiday but is required to work on such holiday shall be paid for such work at time and one-half (1 1/2) his/her regular straight-time hourly rate (in addition to holiday pay to which he/she may be entitled).

23.4 To be eligible for holiday pay or weekend overtime pay, a custodian (a) must work as directed both his/her last scheduled work day before, and his/her first scheduled work day after, such holiday or weekend overtime and on the holiday or weekend overtime shift if so scheduled unless he/she is absent because of illness or other good cause so long as the absence is reported to the Custodial and Maintenance Supervisor/Manager, and (b) must actually perform some work within the work week in

which the holiday occurs or, if he/she is on vacation for that week, during the last work week prior to his/her vacation.

23.5 Custodians will be entitled to holiday pay for any additional state-wide legal holiday which is established under Massachusetts law and which is received by other School Department custodians, on the same terms as applicable to such other School Department employees.

ARTICLE XXIV VACATIONS

24.1 Full time, 52 week custodians and maintenance workers shall earn .833 vacation days per month during the first full year of employment or the annual equivalent of 10 vacation days for use in the next fiscal year beginning on July 1st following the employee's hire date. This accrual method will continue throughout an employee's service, and will increase to an annual vacation rate of 15 days after five years of service, an annual rate of 20 days after 10 years of service, and an annual rate of 25 days after 22 years of service.

In the employee's fifth and tenth anniversary years, the employee shall be granted a prorated share of the additional 5 vacation days in the month of the employee's appointment. The number of additional days shall be based on the employee's month of appointment such that employees appointed in:

| | |
|-------------------------------|--|
| July, August or September | Shall receive all 5 additional vacation days |
| October, November or December | Shall receive 4 additional vacation days |
| January, February or March | Shall receive 3 additional vacation days |
| April, May or June | Shall receive 2 additional vacation days |

Custodians and maintenance workers whose appointment is less than full time (40 hours per week day shift or 35 hours, night shift) or whose appointment is less than 52 weeks per year shall be entitled to a prorated share of annual paid vacation days as set forth in this article.

24.2 For an eligible custodian, a day's vacation pay shall be an amount equal to the custodian's regular straight-time hourly rate (determined by dividing his/her weekly salary by forty (40) multiplied by eight (8).

24.3 A custodian shall be granted an additional day of vacation if a designated holiday occurs while he/she is on vacation.

24.4 Vacation time off will be granted by the Committee at such times as it determines to be consistent with its operating requirements. Consistent with said operating requirements, preference in scheduling vacations shall be accorded the earliest request(s). Vacation eligible custodians may take vacation days one day at a time, subject to operational needs as determined by the School District. Between December 1 and April 1, one vacation eligible employee at a time may take up to one week of vacation. Ten (10) days of vacation time may be carried over until December 31st of each year. The School District shall not be required to back-fill to meet vacancies resulting from the scheduling provisions of this section.

24.5 For purposes of vacation accrual, custodians shall be considered to be in active employment so long as they are in paid status, except that, if the paid status is attributable in whole or in part to the receipt of workers' compensation benefits, only the first forty (40) work days in such status shall be counted as active employment and an employee must return to work for ten (10) consecutive work days before a new forty (40) work day period can begin.

ARTICLE XXV
SICK LEAVE

25.1 A full-time custodian shall be eligible for a maximum of fifteen (15) days of paid sick leave per year, to be accrued commencing upon completion of the probationary period at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of continuous active employment. A part-time custodian working less than twelve months shall be eligible to accrue paid sick leave commencing upon completion of the probationary period at the rate of one (1) day for each seventeen and one-third ($17\frac{1}{3}$) days worked (days of absence for vacations, holidays, sick leave, personal leave and bereavement leave for which the custodian is paid shall be considered "days worked" for purposes of this section). A twelve month custodian working less than 40 daytime hours or 35 nighttime hours per week shall be eligible for a maximum of five (5) sick days per year upon completion of the probation period.

Sick leave may be accumulated from year to year without limit.

An employee may use each year up to five (5) days of the employee's accrued sick leave in connection with the illness or injury of a family member (for the avoidance of

doubt, use of these days reduces, and is not in addition to, the amount of sick leave available to the employee under the first paragraph of this Section 25.1). For purposes of this Section 25.1, a "family member" means a spouse, child or parent of the employee. Days of sick leave taken in connection with the illness or injury of a family member shall not count as an "occurrence" for purposes of Section 25.8 of this Agreement; provided that for any month in which an employee uses sick leave for this purpose, the employee shall not be eligible for the \$50 attendance incentive provided for in the sixth paragraph of said Section 25.8.

25.2 A custodian on paid sick leave shall receive his/her regular straight-time hourly rate (determined by dividing his/her weekly salary by forty (40) times eight (8)).

25.3 The Committee reserves the right to require a physician's certificate to support a claim of illness or disability. The Committee reserves the right to retain a physician at its own expense who may determine the illness of the custodian. To be eligible for sick leave benefits, a custodian must report his/her illness or disability to his/her immediate supervisor on the first day of his/her illness or disability as soon as possible prior to his/her scheduled reporting time. If the absence exceeds one (1) day, the custodian must keep his/her immediate supervisor advised of his/her condition and must notify his/her immediate supervisor on the day preceding his/her return to work. If an employee's absence lasts for three (3) consecutive days or more, then (unless waived by

the employee's supervisor) the employee shall return to work only after providing the employee's supervisor with a certification from a physician, nurse practitioner or physician's assistant confirming that the employee was out of work due to illness and confirming that the employee is fit to return to work.

25.4 Custodians who resign, are dismissed or retire shall not be entitled to additional salary or wages in lieu of any paid sick leave not taken, nor may such unused paid sick leave be transferred to the account of another custodian. Accumulated sick leave up to a maximum of one hundred twenty (120) days of a custodian who dies while in the Committee's employ shall be paid to such custodian's designated beneficiary, if living, or, in lieu of a living designated beneficiary, to such custodian's estate. It shall be each employee's responsibility to keep up to date his or her designation of beneficiary forms.

25.5 Each employee may access an updated accounting of his/her accumulated sick leave throughout the school year by checking the District's Employee Self-Service (ESS) portal.

25.6 For purposes of sick leave accrual, custodians shall be considered to be in active employment so long as they are in paid status, except that, if the paid status is attributable in whole or in part to the receipt of workers' compensation benefits, only the first forty (40) work days in such status shall be counted as active employment and a custodian must return to work for ten (10) consecutive work days before a new forty

(40) work day period can begin.

25.7 There shall be paid to custodians at normal retirement a sum based on their accumulated unused sick leave, computed as follows:

| Number of Days of Accumulated Sick Leave at Retirement | Amount of Early Retirement Incentive |
|--|---|
| Up to 149 | \$5 per day |
| At least 150 but less than 200 | \$800 plus \$7.50 per day for days 150 and over |
| 200 or more | \$1,800 plus \$9.00 per day for days 200 and over |

25.8 Absenteeism Policy

Recognizing the importance to the School District and to each member of the bargaining unit of regular attendance by all employees, and the challenges posed by recurring but unpredictable absences, all employees shall be subject to an absenteeism policy. The goals of this policy are to encourage and provide positive incentives for good attendance, to avoid having excessive absenteeism place unfair burdens on the school community and on those members of the bargaining unit whose attendance is good, and to provide clear and objective standards for evaluating and addressing excessive absenteeism. The absenteeism policy shall operate as follows:

With respect to continuous days of absence (each such absence an "occurrence" for purposes of this policy) for any reason (other than absences protected by the Family and Medical Leave Act, the Small Necessities Leave Act, the Massachusetts Parental Leave Act, or statutes governing leave for military service; absences which otherwise may not be the basis for discipline under applicable law; absences authorized as bereavement leave under

Article XXVI; or absences authorized as jury duty leave under Article XXVII) within any rolling 12 month period, the following progressive discipline process shall apply:

- a. After three occurrences, Verbal Counseling
- b. After five occurrences, Written Warning
- c. After seven occurrences, Final Written Warning
- d. After eight occurrences, one day Suspension (without pay)
- e. After nine occurrences, one week Suspension (without pay)
- f. After ten occurrences, Termination of Employment (provided, however, that for an employee who would otherwise be terminated after his tenth occurrence but who, in the prior school year, had fewer than five occurrences, the tenth and any subsequent occurrence shall instead result in a further one week suspension without pay)

Prior to the imposition of a suspension or termination, the District shall meet with the employee to provide the employee an opportunity to explain any absence which the employee contends cannot lawfully be included in the computation of occurrences, and the District shall review any such suspension or **termination** to ensure it is in compliance with all applicable law.

Any dismissal may be appealed to the District's Business Manager who, in his or her sole discretion, may modify or dispense with the discipline based on his or her assessment of such factors as the employee's prior history of absenteeism.

Nothing in this policy shall preclude the imposition of discipline for improper use of sick time.

Effective July 1, 2015, for each calendar month in which an employee is actively employed for the full month and for which there are no absences which would constitute an occurrence under this policy, the employee shall receive a \$50 bonus.

The absenteeism policy shall take effect in any year subsequent to the 2014-2015 school year if, in the prior school year (that is, the period from July 1 through June 30), the average rate of absenteeism for the bargaining unit as a whole was more than five (5) days per full time employee (excluding absences protected by the Family and Medical Leave Act, the Small Necessities Leave Act, the Massachusetts Parental Leave Act, or statutes governing leave for military service; absences authorized as bereavement leave under Article XXVI; or absences authorized as jury duty leave under Article XXVII). Once taking effect, the absenteeism policy shall remain in effect in all subsequent years.

For purposes of determining the average rate of absenteeism for the 2014-2015 school year, only those absences occurring after the ratification date of the parties' 2014-2017 collective bargaining agreement (the "post-ratification absences") shall be considered, and the average number of post-ratification absences per full time employee shall be multiplied by a fraction the numerator of which is 365 and the denominator of which is the number of calendar days following the date of ratification through and including June 30, 2015. If the resulting average rate of absenteeism for the 2014-2015 school year is more than five days per full time employee, then the absenteeism policy shall take effect for the 2015-

2016 school year. If the resulting average rate of absenteeism for the 2014-2015 school year is not more than five days per full time employee, then the absenteeism policy shall not take effect for the 2015-2016 school year, and the attendance bonus provided under the preceding paragraph shall be paid retroactively to those employees meeting its requirements during any month of the 2014-2015 school year. (By way of example, if there are 190 days from the date of ratification through June 30, 2015, and an average of 2.5 post-ratification absences per full time employee: $(365/190) \times 2.5 = 4.8 < 5$; the absenteeism policy would not go into effect for the 2014-2015 school year, and the attendance bonus would be paid retroactively).

ARTICLE XXVI BEREAVEMENT LEAVE

26.1 Except under unusual circumstances, bereavement leave without loss of pay not to exceed three (3) days as the Superintendent may determine, may be granted by the Committee to any full-time custodian on account of a death in the immediate family of such custodian. Immediate family includes:

- (a) Spouse of the custodian
- (b) Children of the custodian
- (c) Mother and father of the custodian
- (d) Brothers and sisters of the custodian
- (e) Grandmother and grandfather of the custodian and one (1) days of leave for the grandmother and grandfather of the member's spouse
- (f) Mother-in-law, father-in-law, sister-in-law and brother-in-law of the custodian.

ARTICLE XXVII
JURY DUTY

27.1 A custodian who is required to serve on jury duty will be paid the difference, if any, between the amount received by him/her as juror's compensation and his/her regular straight-time earnings actually and necessarily lost on account of such jury service. If any custodian is excused or released from jury service during his/her regular work day, he/she shall return to work. Such payment shall be made upon presentation by the custodian of proper evidence of such service.

ARTICLE XXVIII
PERSONAL LEAVE

28.1 Personal leave with pay may be granted, in the sole discretion of the Superintendent (or the Superintendent's designee), for important personal activity which cannot be carried on outside of school hours. Such activity shall include, but not be limited to, business or legal affairs, serious family illness, funeral, selective service examination, and graduation of a member of the custodian's or maintenance employee's immediate family so as to require the day off. In no case may a custodian or maintenance employee receive more than three (3) days of personal leave per year. A new custodian or maintenance employee shall not be eligible for any personal leave with pay until he/she has completed six (6) months of continuous employment. The benefits of this Article shall not be used to extend a holiday or vacation period. Except in cases of emergency, application for personal leave must be made to the Superintendent (or the Superintendent's designee) sufficiently in advance of the day on which such leave is desired to permit consideration of the request. Leave without pay or vacation time may be granted if a personal leave request is denied. Except for requests for

personal leave immediately before or after a school vacation or holiday, the custodian or maintenance employee will not be required to explain the reason for the request if, in the custodian or maintenance employee's judgment, the reason is of such a personal nature that explaining it would be embarrassing to the custodian or maintenance employee.

ARTICLE XXIX WORK CLOTHING AND EQUIPMENT

29.1 The Committee will provide breathable foul weather gear for use by custodians who are required to work out of doors in adverse weather conditions.

29.2 Custodians shall not be required to furnish tools needed to perform their work.

29.3 Custodians and maintenance employees shall wear standard uniform tops determined by the District. The District will provide each employee with five tops, a mix of summer and winter weight. The uniforms shall not become the property of the employees and shall be used only when the employees are working for the District.

29.4 A single clothing and shoe allowance in the amount of \$350 shall be paid to each custodian and maintenance worker in November of each year; effective November 2017, the clothing and shoe allowance shall be \$400, and effective November 2019, the clothing and shoe allowance shall be \$450. No stipend will be paid in a particular year to a custodian whose employment commenced after July 1. To be eligible for payment of the stipends, a custodian must have worked at least thirty (30) work days during the fiscal year. When a custodian's thirtieth day of work in the fiscal year occurs after the date on

which payments are regularly made, in accordance with the first sentence of this section,
then the stipend shall be paid in the month next following said thirtieth day.

ARTICLE XXX
LONGEVITY

30.1 Full-time and part-time custodians shall be eligible for longevity pay in accordance with the following schedule:

| Number of weeks per year scheduled to work | Length of continuous employment | Annual amount of longevity pay | Effective July 31, 2007 annual amount of longevity pay |
|--|--|--------------------------------|--|
| 52 | At least 10 years but less than 15 years | \$400.00 | \$425.00 |
| | At least 15 years but less than 20 years | \$500.00 | \$525.00 |
| | 20 years or more | \$600 | \$625 |
| At least 49 but less than 52 | At least 10 years but less than 15 years | \$376.00 | \$401.00 |
| | At least 15 years but less than 20 years | \$470.00 | \$495.00 |
| | 20 years or more | \$564.00 | \$589.00 |
| At least 47 but less than 49 | At least 10 years but less than 15 years | \$360.00 | \$385.00 |
| | At least 15 years but less than 20 years | \$450.00 | \$475.00 |
| | 20 years or more | \$540.00 | \$565.00 |

| Number of weeks per year scheduled to work | Length of continuous employment | Annual amount of longevity pay | Effective July 31, 2007 annual amount of longevity pay |
|--|--|--------------------------------|--|
| At least 43 but less than 47 | At least 10 years but less than 15 years | \$332.00 | \$357.00 |
| | At least 15 years | \$415.00 | \$440.00 |

| | | | |
|------------------------------|--|----------|----------|
| | but less than 20 years | | |
| | 20 years or more | \$498.00 | \$523.00 |
| At least 39 but less than 43 | At least 10 years but less than 15 years | \$300.00 | \$325.00 |
| | At least 15 years but less than 20 years | \$375.00 | \$400.00 |
| | 20 years or more | \$450.00 | \$475.00 |
| At least 35 but less than 39 | At least 10 years but less than 15 years | \$288.00 | \$313.00 |
| | At least 15 years but less than 20 years | \$360.00 | \$385.00 |
| | 20 years or more | \$432.00 | \$457.00 |

30.2 Longevity pay shall be paid as follows: One-half (1/2) of the applicable annual amount shall be payable as of December 31 to each eligible custodian and one-half (1/2) of the applicable annual amount shall be payable as of June 30. The amount of each longevity payment shall be determined based on the custodian's length of continuous employment as of the respective payment dates, i.e. December 31 and June 30, or as applicable.

Notwithstanding the foregoing, longevity pay for a custodian who is retiring with a pension from the employ of the Committee shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the custodian retires. In order to be eligible to receive any longevity payment, a custodian must have been in paid status (other than on workers' compensation) for at least half of the work days during the preceding six (6) month period.

ARTICLE XXXI
PROMOTION AND VACANCIES

31.1 Whenever the Committee decides to fill permanently a vacancy, written notice thereof will be furnished directly to unit members via email. The written notice shall specify the duties of, and qualifications for, the position and the hours and work schedule which will apply. No vacancy will be filled except temporarily within seven (7) calendar days from the furnishing of such notice. A "promotional vacancy" for any particular custodian shall mean a job opening to be filled in a salary grade higher than that of the custodian. Any qualified applicant, whether or not employed by the Committee, may apply for a promotional vacancy. In deciding which, if any, applicant should be selected, consideration shall be given to quality of work performance, experience, length of service in the Hingham Public Schools, personal qualities and other relevant factors. The Committee may make acting or temporary appointments until vacancies are filled by permanent appointees.

31.2 A vacancy whether caused by promotion, death, retirement, resignation, discharge or increased staff which the Committee decides to fill shall be filled temporarily within seven (7) days of its occurrence and permanently within thirty (30) days of its occurrence, provided in both cases the Committee has a qualified applicant approved to fill the vacancy; otherwise the Committee will use its best efforts to fill the vacancy as expeditiously as practicable.

ARTICLE XXXII
TRANSFERS

32.1 A custodian desiring a transfer of assignment may submit a written request to the Committee's Business Director stating the assignment preferred. The granting of any such request shall be within the sole discretion of the Committee.

32.2 Any custodian who is designated to serve in a higher-rated position shall be notified in writing of such designation. A custodian who is so designated and who serves in a higher-rated position shall receive the rate of pay of such higher-rated position in accordance with Section 4.5 hereof.

ARTICLE XXXIII
HIRING OF SUBSTITUTES

33.1 Without limiting the Committee's right to utilize other outside workers to supplement the workforce, the parties agree that it is desirable for the Committee to consider the employment of custodians who have retired from the District and who have indicated to the District a willingness to provide substitute coverage when the District determines to be necessary in the event of overtime needs and/or absences which are not covered by regular employees of the District. Such retired custodian shall be paid at the entry level rate for the positions covered by them.

ARTICLE XXXIV
EFFECT OF AGREEMENT

34.1 This instrument constitutes the entire Agreement of the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

34.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

34.3 No provision of this Agreement shall be retroactive prior to the effective date.

34.4 Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decision or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXXV
PRECEDENCE OF LAWS AND REGULATIONS

35.1 Achieving the educational objectives of the Hingham Public Schools is of paramount interest to the parties hereto, as well as in the public interest. In administering all matters covered by this Agreement, the Committee and the

Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws or regulations.

ARTICLE XXXVI
NON-DISCRIMINATION

36.1 Neither the Committee nor the Association will discriminate against any custodian or maintenance worker because of race, color, national origin, handicap, religion, sex or age in violation of applicable Federal or State laws and regulations.

ARTICLE XXXVII
DURATION

37.1 This Agreement shall become effective as of July 1, 2020, and shall remain in effect to and including June 30, 2023. Either party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after July 1, 2023 by tendering written notice to the other party on or after October 1, 2022.

ARTICLE XXXVIII
SICK BANK

Upon ratification of the successor agreement for July 1, 2020 to June 30, 2023 and subject to the minimum

participation requirements provided below:

- a. Unit C member who has completed at least one (1) full year of continuous employment for the Committee shall be eligible to participate in the Unit C Sick Leave Bank (hereinafter, the "Sick Leave Bank" or "Bank"). Upon creation of the Bank, a member who does not wish to participate may make a standing election to opt out by notifying the Superintendent in writing within two (2) weeks. Once an election to opt out is made it shall remain in effect unless the member notifies the Superintendent by January 31st of a given year that she/he wishes to participate in the Bank, at which time a day of the member's accrued sick leave shall be transferred to the Bank. In the absence of such notice in writing to have opted out, the member shall be deemed to have made a permanent election to participate and to have authorized the School District to transfer a day of accrued sick leave (a "Sick Leave Day") from such member's personal sick leave accrual to the Bank.

If for any two consecutive school years participation drops below one-quarter of the total number of members in the bargaining unit, the Sick Leave Bank shall permanently cease operation; in this event, any sick leave days then remaining in the Sick Leave Bank shall be re-credited, in equal shares, to any members who elected to participate in the Bank at the time it ceases operation, but no member shall be re-credited with more sick days than the member transferred to the Bank.

Transfers of sick leave days from the accruals of participating members shall be on an equal basis in whole days and/or half days. Upon establishment of the Bank, whole and/or half days may be transferred from participating members to begin the bank at a level of at least fifteen (15) days, and the Bank shall be credited by the School District with additional days equal to one-half the number of days transferred from participating members. It is agreed that the School District shall have no further or future

obligation to credit sick days to the Bank after such transfer occurs.

Should the number of days in the Bank be reduced to twelve (12) days, then participants shall be notified that a transfer of a whole and/or half sick day is necessary to sustain the Bank within one week's time. If a member objects to such a transfer then their participation in the Bank shall cease. Upon a member's one year work anniversary, they shall be given the opportunity to enroll in the bank. A member who commences participation in the Bank in any year after the initial transfer of accruals has been made from participating under the first sentence of this paragraph shall have transferred from his or her sick leave accruals one day of sick leave, in addition to any further whole days or half days that may be required of participating members under this article.

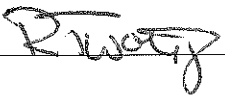
- b. An eligible member who wishes to take advantage of the provisions the Bank shall submit a letter of request to the Sick Bank Committee. The Sick Bank Committee shall be comprised of at least one designee of the Superintendent in a non-voting role and three representatives of Unit C as designated by the Union. The letter shall indicate the anticipated period of absence and be accompanied by relevant medical documentation as described in Section 5.5(c)(2) below. Response to this request shall be made in writing. A record of all requests and their disposition shall be maintained and the Association shall be informed of the status of each request.
- c. Eligibility to draw days from the Bank shall be as follows:
 - i. A member must have exhausted all of his/her accrued sick leave days and must have been disabled from working for at least seven days prior to becoming eligible to draw on the Bank.

- ii. The member's physician must certify on an FMLA medical certification form that the member is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw on the Bank. FMLA leave shall not run concurrently with the terms of this provision unless the member elects to do so.
- iii. The maximum number of work days for the term of the Unit C member's employment for which a participant who is disabled from working due to personal illness or injury may draw corresponding days from the Bank shall be determined as follows:


| Number of Full School Years of Continued Employment Completed by Member | Maximum Work Days Employee can draw from the Bank |
|---|---|
| At least 1 and not more than 5 years | 5 days |
| More than 5 and not more than 10 years | 10 days |
| More than 10 and not more than 15 years | 15 days |
| More than 15 years | 20 days |

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and delivered by their duly authorized representatives as of the day and year first above written.

**HINGHAM PUBLIC SCHOOL
CUSTODIANS AND MAINTENANCE
WORKERS**



HINGHAM SCHOOL COMMITTEE



Appendix A

Custodians' and Maintenance Workers' Salary Schedule July 1, 2020 - June 30, 2021

| <u>GRADE</u> | | <u>MINIMUM</u> | | <u>INTERMEDIATE</u> | | <u>MAXIMUM</u> |
|--|--------|----------------|-------------|---------------------|-------------|----------------|
| S-11 | Weekly | \$802.24 | \$843.31 | \$878.54 | \$923.63 | \$983.09 |
| | Yearly | \$41,716.73 | \$43,852.23 | \$45,683.80 | \$48,028.12 | \$51,120.50 |
| S-12 | Weekly | \$843.31 | \$878.54 | \$923.63 | \$968.82 | \$1,035.49 |
| | Yearly | \$43,852.23 | \$45,683.80 | \$48,028.12 | \$50,378.65 | \$53,845.33 |
| S-13 | Weekly | \$878.54 | \$923.63 | \$968.82 | \$1,021.20 | \$1,089.25 |
| | Yearly | \$45,683.80 | \$48,028.12 | \$50,378.65 | \$53,102.35 | \$56,640.51 |
| S-14 | Weekly | \$923.63 | \$968.82 | \$1,021.20 | \$1,074.96 | \$1,137.12 |
| | Yearly | \$48,028.12 | \$50,378.65 | \$53,102.35 | \$55,898.09 | \$59,130.06 |
| S-15 | Weekly | \$968.82 | \$1,021.20 | \$1,074.96 | \$1,122.84 | \$1,193.25 |
| | Yearly | \$50,378.65 | \$53,102.35 | \$55,898.09 | \$58,387.65 | \$62,048.51 |
| Maintenance Progression S-16 96.75% | Weekly | \$984.29 | \$1,037.37 | \$1,092.07 | \$1,140.63 | \$1,211.52 |
| | Yearly | \$51,182.64 | \$53,943.63 | \$56,787.38 | \$59,313.11 | \$62,999.31 |
| S-16 | Weekly | \$1,017.35 | \$1,072.22 | \$1,128.75 | \$1,178.95 | \$1,252.22 |
| | Yearly | \$52,901.95 | \$55,755.69 | \$58,694.97 | \$61,305.54 | \$65,115.57 |
| HOURLY RATE | | | | | | |
| Jr. Custodian/Matron | | | \$16.33 | | | |

Appendix A

Custodians' and Maintenance Workers' Salary Schedule July 1, 2021 - June 30, 2022

| <u>GRADE</u> | | <u>MINIMUM</u> | <u>INTERMEDIATE</u> | | | <u>MAXIMUM</u> |
|--|--------|----------------|---------------------|-------------|-------------|----------------|
| S-11 | Weekly | \$818.28 | \$860.18 | \$896.11 | \$942.10 | \$1,002.75 |
| | Yearly | \$42,551.06 | \$44,729.27 | \$46,597.48 | \$48,988.68 | \$52,142.91 |
| S-12 | Weekly | \$860.18 | \$896.11 | \$942.10 | \$988.20 | \$1,056.20 |
| | Yearly | \$44,729.27 | \$46,597.48 | \$48,988.68 | \$51,386.22 | \$54,922.24 |
| S-13 | Weekly | \$896.11 | \$942.10 | \$988.20 | \$1,041.62 | \$1,111.04 |
| | Yearly | \$46,597.48 | \$48,988.68 | \$51,386.22 | \$54,164.40 | \$57,773.32 |
| S-14 | Weekly | \$942.10 | \$988.20 | \$1,041.62 | \$1,096.46 | \$1,159.86 |
| | Yearly | \$48,988.68 | \$51,386.22 | \$54,164.40 | \$57,016.05 | \$60,312.66 |
| S-15 | Weekly | \$988.20 | \$1,041.62 | \$1,096.46 | \$1,145.30 | \$1,217.12 |
| | Yearly | \$51,386.22 | \$54,164.40 | \$57,016.05 | \$59,555.40 | \$63,289.48 |
| Maintenance Progression S-16 98.25% | Weekly | \$1,019.54 | \$1,074.52 | \$1,131.18 | \$1,181.49 | \$1,254.91 |
| | Yearly | \$53,015.69 | \$55,875.56 | \$58,821.16 | \$61,437.35 | \$65,255.57 |
| S-16 | Weekly | \$1,037.70 | \$1,093.66 | \$1,151.33 | \$1,202.53 | \$1,277.26 |
| | Yearly | \$53,959.99 | \$56,870.80 | \$59,868.87 | \$62,531.65 | \$66,417.88 |
| HOURLY RATE | | | | | | |
| Jr. Custodian/Matron | | | \$16.66 | | | |

Appendix A

Custodians' and Maintenance Workers' Salary Schedule July 1, 2022 - June 30, 2023

| <u>GRADE</u> | | <u>MINIMUM</u> | <u>INTERMEDIATE</u> | | | <u>MAXIMUM</u> |
|---|--------|----------------|---------------------|-------------|-------------|----------------|
| S-11 | Weekly | \$834.65 | \$877.38 | \$914.03 | \$960.94 | \$1,022.81 |
| | Yearly | \$43,402.08 | \$45,623.86 | \$47,529.43 | \$49,968.45 | \$53,185.77 |
| S-12 | Weekly | \$877.38 | \$914.03 | \$960.94 | \$1,007.96 | \$1,077.32 |
| | Yearly | \$45,623.86 | \$47,529.43 | \$49,968.45 | \$52,413.94 | \$56,020.68 |
| S-13 | Weekly | \$914.03 | \$960.94 | \$1,007.96 | \$1,062.45 | \$1,133.26 |
| | Yearly | \$47,529.43 | \$49,968.45 | \$52,413.94 | \$55,247.69 | \$58,928.79 |
| S-14 | Weekly | \$960.94 | \$1,007.96 | \$1,062.45 | \$1,118.39 | \$1,183.06 |
| | Yearly | \$49,968.45 | \$52,413.94 | \$55,247.69 | \$58,156.37 | \$61,518.91 |
| S-15 | Weekly | \$1,007.96 | \$1,062.45 | \$1,118.39 | \$1,168.21 | \$1,241.46 |
| | Yearly | \$52,413.94 | \$55,247.69 | \$58,156.37 | \$60,746.51 | \$64,555.27 |
| Maintenance Progression S-16 100.00% | Weekly | \$1,058.45 | \$1,115.53 | \$1,174.36 | \$1,226.58 | \$1,302.81 |
| | Yearly | \$55,039.19 | \$58,008.22 | \$61,066.25 | \$63,782.28 | \$67,746.24 |
| S-16 | Weekly | \$1,058.45 | \$1,115.53 | \$1,174.36 | \$1,226.58 | \$1,302.81 |
| | Yearly | \$55,039.19 | \$58,008.22 | \$61,066.25 | \$63,782.28 | \$67,746.24 |

HOURLY RATE

Jr. Custodian/Matron \$16.99

APPENDIX B

JOB CLASSIFICATIONS

Effective July 1, 2020

| <u>Salary Grade</u> | | <u>Job Classification</u> |
|---------------------|---|--|
| S-16 | | Middle School Lead Custodian High School Lead Custodian** |
| S-15 | * | Foster School Lead Custodian Plymouth River Lead Custodian East School Lead Custodian South School Lead Custodian |
| S-15 | | Maintenance Worker*** Maintenance/Custodian Fields Coordinator/Maintenance Worker |
| S-14 | | Part-Time Maintenance Worker/Painter |
| S-13 | * | High School Day Custodian Middle School Day Custodian |
| S-12 | | All Custodians including all other Middle School Day Custodians and all other High School Day Custodians |
| No Grade | | Junior Custodian/Matron (High School) |

* Job classifications are treated together as a single classification.

** This provision shall take effect when, but not before, the employee holding the non-bargaining unit position of High School Supervisor immediately prior to the effective date of this Agreement ceases to hold that position.

*** Between the periods of July 1, 2020 and June 30, 2023, maintenance workers shall transition from S-15 to S-16 as follows:

Year 1 (July 1, 2020 – June 30, 2021) – 96.75% of S-16 rate

Year 2 (July 1, 2021 – June 30, 2022) – 98.25% of S-16 rate

Year 3 (July 1, 2022 – June 30, 2023) – 100% of S-16 rate

APPENDIX C

JOBFAMILIES

Effective July 1, 2006

- | | | | |
|----|----|---|--------|
| A. | I. | Middle School Head Custodian High School Lead Custodian** | (S-16) |
| | 2. | * Foster School Head Custodian Plymouth River School Head Custodian East School Head Custodian South School Head Custodian | (S-15) |
| | 3. | Maintenance Worker*** Maintenance/Custodian Fields Coordinator/Maintenance Worker | (S-15) |
| | 4. | Maintenance Worker/Painter (Part-Time) | (S-14) |
| | 5. | * Middle School Day Custodian High School Day Custodian | (S-13) |
| | 6. | All other Custodians including all other Middle School Day Custodians and all other High School Day Custodians | (S-12) |
| | 7. | Junior Custodian/ Matron (Hourly, High School) | |
| | 8. | Custodian (Part-Time Hourly) | |

*Job classifications are treated together as a single classification.

**This provision shall take effect when, but not before, the employee holding the non-bargaining unit position of High School Supervisor immediately prior to the effective date of this Agreement ceases to hold that position.

*** Between the periods of July 1, 2020 and June 30, 2023, maintenance workers shall transition from S-15 to S-16 as follows:

SIDE LETTER AGREEMENT: OVERTIME DISTRIBUTION

This side letter agreement confirms the agreement reached in connection with the negotiation of the 2000-2003 Agreement between the Hingham School Committee and the Hingham Public School Bus Drivers' and Custodians' Association, with respect to overtime distribution.

The parties agree that, to the extent prior practice in distribution of overtime has varied from the standard established by the first sentence of Section 3.4 of the Agreement, such prior practice shall not be relied upon by either party.

HINGHAM PUBLIC SCHOOL
CUSTODIANS AND MAINTENANCE
WORKERS' ASSOCIATION

HINGHAM SCHOOL COMMITTEE

Date: _____

Date: _____

SIDE LETTER AGREEMENT: OVERTIME AUTHORIZATION

This side letter agreement confirms the agreement reached in connection with the negotiation of the 2000-2003 Agreement between the Hingham School Committee and the Hingham Public School Bus Drivers' and Custodians' Association, concerning overtime authorization.

The parties agree that, in those school buildings with fewer than four (4) custodians, the School district will authorize overtime of at least four (4) hours for replacement of custodial help when a night custodian calls in sick prior to 9:00 a.m. on the day of the custodian's shift.

HINGHAM PUBLIC SCHOOL BUS DRIVERS'
AND CUSTODIANS' ASSOCIATION

HINGHAM SCHOOL COMMITTEE

Date: _____

Date: _____

SIDE LETTER AGREEMENT; DEVELOPMENT OF GUIDELINES FOR STAFFING
AFTER SCHOOL AND OTHER OFF SCHOOL HOUR EVENTS

This side letter agreement confirms the agreement reached in connection with the negotiation of the 2010-2011 Agreement between the Hingham School Committee and the Hingham Public School Custodians and Maintenance Workers' Association, concerning staffing of events that take place after school hours.

The parties agree that following ratification of the 2010-2011 collective bargaining agreement, representatives of the Association, the Supervisor of School Buildings and Grounds, and representatives of the school administration shall meet to discuss recommendations for the development of guidelines for the staffing of after school and weekend events, taking into account the nature of the event, the number of anticipated attendees and other relevant factors. In addition, this group shall review the school building use application form and recommend any relevant changes including, at a minimum, clearer language in the section of the application requiring an applicant to estimate the total number of people expected to attend the planned event. It shall be the goal of the parties to submit recommendations for such guidelines to the School Committee not later than July 1, 2011.

HINGHAM PUBLIC SCHOOL
CUSTODIANS AND MAINTENANCE
WORKERS' ASSOCIATION

HINGHAM SCHOOL COMMITTEE

Date: _____

Date: _____