

**AGREEMENT  
BETWEEN**

**GRANBY SCHOOL COMMITTEE  
OF THE  
TOWN OF GRANBY**

**AND THE**

**GRANBY CUSTODIANS' ASSOCIATION**

**JULY 1, 2023 - JUNE 30, 2026**



## **AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made between the Granby School Committee, herein referred to as "the Committee" and the Granby Custodians' Association Local 45 of the Massachusetts Public School Custodians' Association, herein referred to as "the Association."

### **ARTICLE I RECOGNITION**

- A. For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of custodians and maintenance technician/custodian, but excluding temporary custodians and all other employees in the Granby Public Schools.
- B. Membership in the Association is not a condition of initial or continuing employment in the Granby Public Schools. There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association or their representative agents against any custodian because of membership or non-membership in the Association.
- C. Appointments and/or promotions to positions in the Granby Public Schools shall be without regard to race, color, creed, national origin, gender, sexual orientation, gender identity, or marital status.

### **ARTICLE II CONDITIONS OF EMPLOYMENT**

All custodial workers employed by the Granby Public Schools must meet the following minimum standards for employment:

- A. Has an acceptable CORI report as determined by the Superintendent. CORI checks will be conducted every three years, pursuant to Chapter 385 of the Acts of 2002.
- B. Satisfactory references relative to character and dependability from previous employers and/or schools.
- C. Satisfactory passing of physical examination as it relates to the essential functions of the position.
- D. All existing conditions, rules and regulations governing employees covered by this Agreement, not changed or eliminated by this contract, shall remain in full force and effect during the life of this Agreement.
- E. To perform the regular duties of a building custodian or a maintenance technician/custodian as contained in the appropriate job description. (See Attachment A)

**ARTICLE III**  
**WORKING CONDITIONS**

**A. WAGE SCHEDULES:**

<b>STEP</b>	<b>FY24 (2023-2024) 3%</b>	<b>FY25 (2024-2025) 2%</b>	<b>FY26 (2025-2026) 1.5%</b>
<b>1</b>	\$16.36	\$16.68	\$16.93
<b>2</b>	\$17.22	\$17.57	\$17.83
<b>3</b>	\$18.23	\$18.60	\$18.87
<b>4</b>	\$18.69	\$19.07	\$19.35
<b>5</b>	\$19.16	\$19.54	\$19.83
<b>6</b>	\$19.64	\$20.03	\$20.34
<b>7</b>	\$19.87	\$20.27	\$20.57
<b>8</b>	\$20.17	\$20.57	\$20.88
<b>9</b>	\$20.48	\$20.89	\$21.20
<b>10</b>	\$20.78	\$21.19	\$21.51
<b>11</b>	\$21.09	\$21.52	\$21.84
<b>12</b>	\$21.40	\$21.83	\$22.16
<b>MAINT/TECH</b>	\$23.79	\$24.27	\$24.63

1. All other employees will be placed on the salary schedule based upon his/her seniority.
2. An Employee shall be advanced on the salary schedule at the commencement of each contract year so long as the employee has actually worked at least one hundred and thirty (130) work days in the previous school year.
3. All custodians will be required to receive their wages through direct deposit in a bank chosen by the custodian.

**B. WORK DAY/WORK WEEK:**

1. The regular workweek shall be forty (40) hours, Monday through Friday, eight (8) hours per day, exclusive of a scheduled half hour each day for lunch.
2. Authorization to leave the school grounds must be given by the custodian's immediate supervisor and/or the building principal.

**C. OVERTIME WORK AND PAYMENT:**

Any work authorized and performed beyond eight (8) hours per day or beyond forty (40) hours per week will be compensated for at 1 1/2 times the regular hourly rate of pay. Any work authorized and performed on any holiday listed in this Agreement, or Sunday, will be compensated for at two (2) times the regular hourly rate of pay.

It is agreed that all overtime work will be paid for, when possible, on the warrant for the pay period immediately following the period such overtime was worked.

**D. EMERGENCY CALLS:**

In the event of an emergency, custodians will be selected to respond to the emergency on a rotating basis. The responding custodian will be paid at one and one-half times (1½ x) his/her normal rate for the additional time, with a guarantee of a minimum of two (2) hours pay. If work is required on a Holiday or Sunday, the day custodian will receive double time (2 x) his/her normal rate of pay.

- E. EMERGENCY SCHOOL CLOSING:** Whenever a school is closed and the faculty, students and all other staff members are released for any reason, the custodian in that building will be released without loss of pay after completing the snow removal or any other needed work necessary to prepare the school to ensure the safety of the adults and students to enter in the building for the following day. In order to be released, custodians must complete a minimum of four hours, have their work checked and approved to be released by the Director of Maintenance.

**F. TIME CARDS:**

Custodians will be required to electronically sign in and sign out when they enter or leave school premises. This includes signing in and out when leaving the premises during the school day. In the event a log in or log out is missed, the custodian shall contact a supervisor as soon as practicable to ensure that the correct log in/log out times are entered into the computer. Time cards are a legal document and must accurately reflect time worked. Failure to do so may result in progressive discipline.

**G. JOB DESCRIPTION:**

A job description will be furnished, in writing, by the Superintendent or his/her designee, to each custodian when he/she is hired.

**H. PERSONNEL FILE:**

A custodian will have the right, upon request and with reasonable notice, to review the contents of his/her personnel file.

**I. FACILITIES USE:**

The Association shall be granted the use of a room within the school department for the purpose of contract discussions said privilege to be granted at the discretion of the principal of the building or his/her designee.

**J. CLOTHING ALLOWANCE**

The Committee will make available an annual clothing allowance per custodian as follows during the term of the Agreement upon proper authorization by the Superintendent:

**2020-2021**  
\$300

**2021-2022**  
\$300

**2022-2023**  
\$300

With the exception of the purchase of shoes for which custodians will submit receipts for reimbursement.

All custodians are required to wear school provided polo shirts, except during the summer recess where custodians will be allowed to wear personal shorts and District provided t-shirts.

Newly hired employees shall receive their clothing allowance upon completing their first sixty (60) days of employment.

**K. SHIFT DIFFERENTIAL**

The Committee will grant an annual second shift differential of \$680.

This payment will be made in two lump sums:

- (1) on the first payroll in December;
- (2) on the last payroll in June.

**L. SAFETY PRECAUTIONS:**

Each custodian shall make every effort to follow all safety precautions in connection with his/her work and eliminate any hazards to students or staff personnel in the building.

**M. PROBATIONARY PERIOD:**

All new employees will be considered on probation for a period of one (1) year from the first day of employment. The new employee will be evaluated twice during this period. The first evaluation will be no sooner than the third (3<sup>rd</sup>) month of employment, but no later than the end of the fifth (5<sup>th</sup>) month of employment. The second evaluation will be completed between the eight (8<sup>th</sup>) and tenth (10<sup>th</sup>) month of employment. A decision regarding continued employment will be

made no later than thirty (30) calendar days prior to the employee's anniversary date.

#### **ARTICLE IV**

#### **REDUCTION IN FORCE/SENIORITY**

- A.** Reduction in force - otherwise known as "layoffs" - shall be accomplished on the basis of length of service (i.e., the last hired - to be separated first.)
- B.** Length of service - whether termed longevity or seniority, "length of service" shall be deemed to mean a regularly appointed custodian's length of continuous employment dating from his/her first shift of work; the date of said shift to be known as the "Anniversary Date."
- C.** Layoff list - In the event a reduction in force, employees laid off will remain on "layoff list" for a period not to exceed one (1) year. During this period of time the employee shall be notified of any vacancies in the bargaining unit which will be sent to an email address provided by the employee at the time of the reduction in force. Such employee shall notify the Superintendent's office of their interest to apply for the vacancy, such employees will be given equal consideration of other qualified applicants.

#### **ARTICLE V**

#### **OBSERVANCE OF DUTIES**

It being mutually agreed that the maintenance of sanitation and primary utilities by the custodial force is essential to the health and welfare of the students of the Granby Public Schools, it is therefore agreed that the Association will not call, participate in, or ratify a strike or slowdown during the period of this contract.

#### **ARTICLE VI**

#### **COMMITTEE RIGHTS**

The management of the school system and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign

duties to employees; to determine the means, methods, processes, materials, and schedules; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe Committee rules and regulations; to hire, lay off or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized reserved rights of the Committee.

The foregoing enumeration of Committee rights shall not be deemed to exclude other rights of the Committee not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the Committee of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Association or bargaining unit.

## **ARTICLE VII**

### **FRINGE BENEFITS**

The following fringe benefits apply to all members of the bargaining unit all benefits are prorated for regular part-time custodians.

#### **A. SICK LEAVE**

1. An employee shall receive any accumulated sick leave pay for absence due to illness, injury or quarantine regulation of the Board of Health which makes it impossible or unlawful for him/her to report to work.
2. All sick leave is accrued on a monthly basis and cannot be taken until earned. Sick leave days begin accruing on the first day of employment. Sick leave days are accumulated at a rate of one and one-quarter (1.25) days per month worked not to exceed fifteen (15) days per year. Regular part-time Employees accumulate the same number of sick days, but said days are prorated based upon his/her regular work day. Employees may accumulate up to a maximum of one hundred and seventy-five (175) sick days. A physician's statement may be required for three (3) consecutive days of absence due to illness, and/or in accordance with the FMLA of 1993. The Superintendent reserves the right to have an individual examined by a physician of her/his choosing at the school's expense after five (5) consecutive days of sick leave absence and/or in accordance with the FMLA of 1993.
3. An Employee, when entitled to sick leave, must notify his/her supervisor of illness each day of such illness as early in the day as possible, except in case of approved medical leave. If the Employee does not call, sick leave may not be paid. The Employee may be requested to furnish proof of illness from his/her physician before being granted pay for sick leave if reasonable grounds exist. An approval may also be required before an Employee is permitted to return to work. Such an approval would certify that the Employee is physically fit to perform assigned work.



**B. PAID HOLIDAYS:**

All full time custodians will be paid for the following holidays annually:

Independence Day	Christmas Day
Christmas Eve Day	½ Day New Year's Eve Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	*Good Friday
Day after Thanksgiving	Patriots' Day
1/2 Day before Thanksgiving	Memorial Day
	Juneteenth

\*If Good Friday is scheduled as a Holiday in the school calendar, Good Friday shall be a paid Holiday.

In order to assure full coverage for the work, the Superintendent will set the hours for the custodial personnel for the 1/2 day before Thanksgiving.

In order to qualify for paid holidays, the individual must on the scheduled workdays preceding and succeeding the holiday, either:

1. Work the full days, or
2. Report in person for work and be excused by his/her supervisor, or
3. Provide evidence that he/she was ill on such preceding or succeeding days.

**C. VACATIONS:**

1. Custodians having a full year's service in the Granby Public Schools will be granted the following vacation with pay on the anniversary of the date of hire.

After:

One (1) full year	-	ten (10) days
Five (5) full years	-	fifteen (15) days
Ten (10) full years	-	twenty (20) days
Fifteen (15) full years	-	twenty-five (25) days

2. Vacations for custodians with less than one full year's service shall be subject to the Superintendent's discretion. If granted it is understood that this time is borrowed against vacation time to be granted on the employee's anniversary date.
3. A blank vacation schedule will be given to each employee in February of each year so that the approved final schedule may be posted by April 15. Failure to return the blank schedule may result in not being granted vacation time as requested. The time when vacation time may be taken will be determined by the Superintendent or his/her designee so that work schedules may be maintained and deadlines met.

**D. PAYMENT FOR UNUSED SICK LEAVE:**

A custodian upon retirement and after rendering ten (10) years of continuous full-time service in the Granby Public Schools, will be paid for accumulated unused sick leave days (not to exceed 100 days) at the rate of thirty (\$30) dollars a day for the first fifty (50) days or portions thereof and thirty-five (\$35) dollars a day for the next fifty (50) days or portions thereof. A custodian eligible for such retirement income must advise the Superintendent of his/her intention to retire by March 31<sup>st</sup> of the school year preceding the school year in which the retirement will take place. This requirement will be waived for all custodians who, for medical reasons or reduction of the work force, choose to retire.

**E. LONGEVITY:**

Effective July 1, 2023 Custodians are entitled to a longevity payment as follows:

1. An employee who has worked in the Granby Public Schools for fifteen (15) continuous years will receive a stipend of \$450.00 effective July of sixteenth (16th) year of employment.
2. An employee who has worked in the Granby Public Schools for twenty (20) continuous years will receive a stipend of \$550.00 effective July of the twenty-first (21st) year of employment.
3. An employee who has worked in the Granby Public Schools for twenty (25) continuous years will receive a stipend of \$850.00 effective July of the twenty sixth (26th) year of employment.

Maintenance staff only: Any maintenance staff employee who has worked in the Granby Public Schools for ten (10) continuous years will receive a stipend of \$250.00 effective July of the eleventh (11th) year of employment. Beginning in July of their sixteenth (16th) year of continuous employment the employee will move to the custodial longevity scale that is in place.

**ARTICLE VIII**  
**SEVERANCE PAY**

Custodial staff shall be entitled to a one-time separation benefit of \$500, provided the following conditions are met:

1. Custodial staff must have fifteen (15) or more continuous service in the Granby Public Schools.
2. Custodial staff must give written notice to the Superintendent of his/her intention to retire on or before March 31 of the school year preceding the school year in which retirement will take place.

3. The one-time separation benefit shall be payable in July. Payment will be made when the custodial staff in fact retires.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

#### **SECTION I:**

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the Parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement.

The Parties agree that pending the raising, processing, and settlement of a grievance, and during the term of this Agreement, there shall be no slowdown, withholding of services, stoppages, or other interference with work or school operations as provided for in ARTICLE V of this Agreement.

#### **LEVEL ONE:**

A grievance must be presented in writing to the employee's immediate supervisor within ten (10) working days after the alleged violation arises or the employee had knowledge of the alleged violation. The immediate supervisor shall, within three (3) working days after receipt thereof, give his/her written answer to the grievance to the grievant and/or the Association.

The grievance must be processed in accordance with the steps, time limits, and conditions herein set forth. A working day will be defined as a weekday exclusive of Saturdays, Sundays, and holidays. Vacation periods will not be excluded from the above working day exclusion.

#### **LEVEL TWO:**

If the grievance is not settled in LEVEL ONE, the Association may appeal it by giving a written notice of such appeal within five (5) working days after receipt of the immediate supervisor's written answer to the Superintendent or his/her designee, who shall discuss it with the Association and/or the grievant at a mutually agreed upon time.

The Superintendent or his/her designee shall give a written answer to the grievance within five (5) working days after the close of the discussion.

#### **LEVEL THREE:**

If the grievance is not settled in LEVEL TWO, the grievant and the Association may appeal it by giving a written notice to the Committee within ten (10) working days after receipt of the answer at Level II. The Committee shall meet with the grievant and/or Association at a mutually agreed upon time.

The Committee shall give their written answer to the grievance within ten (10) working days after the close of the discussion.

## **SECTION II.**

- A.** The Parties agree to follow each of the foregoing steps in the processing of the grievances; and if at any Step, the Committee representative fails to give his/her written answer within the time therein set forth, the grievant and/or Association may appeal the grievance to the next step at the expiration of such time limit.
- B.** If the Superintendent claims that the Association has violated any provision of this Agreement, he/she may present such claim to the Association in writing; and, if the Parties fail to settle it, the Superintendent may appeal it to arbitration, in accordance with the arbitration clause hereinafter set forth.
- C.** The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days prior to the date that the grievance was first presented in writing.

## **SECTION III:**

If the grievance is not settled in the foregoing steps, then either Party may, upon written demand given to the other Party, within ten (10) working days after the Committee's answer in the last step or the Association's answer in the Superintendent's claim of violation of the no-strike pledge, submit said grievance to binding arbitration, as follows:

- A.** Arbitration shall be invoked by filing a Demand for Arbitration with the American Arbitration Association, a copy of which shall be simultaneously provided to the Superintendent. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- B.** The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The award shall be final and binding on the Committee, the Association and the Grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.
- C.** If the Committee claims the Association has violated the provisions of Article V, it may present such claim to the Association in writing and if the parties fail to settle it within ten (10) working days, the Committee may submit the dispute to arbitration under the provision of this Article.

**ARTICLE X**  
**INSURANCE, ANNUITY PLAN, AND EMPLOYEE LIABILITY COVERAGE**

- A. The Town of Granby agrees to pay 64% of the cost of a family or two person plan or 74% of the cost of an individual plan on current plans or a comparable plan for Employees who are regularly scheduled to work twenty (20) or more hours per week. The Committee approves the deduction of the employee's share for a participating member.
- B. The Town of Granby agrees to pay one-half (1/2) the cost of a \$2,000.00 life insurance policy (which includes an additional \$2,000.00 accidental death and dismemberment benefit). The Committee approves the deduction of the employee's share for a participating member.
- C. Upon an employee's retirement, his/her life insurance may be continued in the amount of \$1,000 provided the premium is paid by the retiree.
- D. An employee may participate in a tax-sheltered annuity plan established pursuant to the United States Public Law 87-370 and M.G.L. c. 71, §37B. The employee is the sole contributor to this program.
- E. All regular employees working thirty (30) weeks or more a year are required to join the Hampshire County Retirement Program.

**ARTICLE XI**  
**WORKER'S COMPENSATION BENEFITS**

Whenever a custodian is absent from work as a result of a personal injury arising out of and in the course of employment, he/she will be paid his/her full salary, less the amount of any Workmen's Compensation awards made for temporary disability due to said injury for the period of such absence to the extent of his/her accumulated sick leave. This is in accordance with M.G.L. c. 152, § 69.

**ARTICLE XII**  
**TRANSFER**

When a vacancy is created by promotion, transfer, death, retirement, resignation, discharge or the availability of a new position the Superintendent shall have thirty (30) days to determine if the vacancy is to be filled.

- A. Voluntary Transfer: When a job opening or newly created position occurs, notification of such opening shall be posted for not less than six (6) work days prior to the closing dates for applications. Job specifications will be

included in the job opening description. All qualified employees will be given adequate opportunity to apply for such positions. Application shall be made in writing to the Superintendent within the posting period with a copy to the building Principal. Such application must clearly indicate the position he/she is applying for. Each applicant will be notified of the decision.

In filling such vacancies, the following will be considered:

1. Experience, overall performance, and qualifications for the new position
  2. Length of service
  3. When all factors which comprise experience, performance, and qualifications are equal, preference will be given to current employees in filling vacancies.
- B. Involuntary Transfer: In the event a vacancy occurs which will be filled through an involuntary transfer, qualified volunteers will be considered first.

### **ARTICLE XIII** **ABSENCES**

- A. The Superintendent or his/her designee shall be responsible for the filling of temporary vacancies. Temporary vacancies are defined as vacancies, which will not normally exceed forty-five (45) days.
- B. When an absence occurs in a building and a replacement is not available to cover the absence, the Superintendent may make a temporary reassignment to carry out the normal custodial duties if deemed necessary to maintain proper housekeeping standards at that building. If necessary, in the opinion of the Superintendent or his/her designee, such work shall be on an overtime schedule. The distribution of overtime work shall be equitable and on a rotating basis.

### **ARTICLE XIV** **TEMPORARY LEAVES OF ABSENCE**

- A. Leave of absence with pay.
1. Death in the immediate family: An employee shall be entitled to three school days leave without loss of pay (not deducted from sick leave) in order to arrange for and/or attend wakes, funerals, and other memorial services of the immediate family. The immediate family shall include: mother, father, spouse, child (adopted, step, foster), mother-in-law, father-in-

law, brother, sister, grandchildren, grandparents, aunt, uncle, cousin, significant other, or family member residing in the household of the employee. Up to two additional days may be granted by the Superintendent where necessary for travel to distant locations for such service.

2. Jury Duty: A leave of absence will be granted for jury duty. The employee will be paid the difference between the jury pay and the employee's full pay.
3. Subpoenaed to Court: If an employee is subpoenaed to court as a witness or as a party involved in legal action, the employee may be granted a leave of absence with pay upon approval of the Superintendent.
4. Personal Leave: Three days personal leave, not to be deducted from sick leave, may be granted by the Superintendent for personal business that cannot be conducted outside the normal working day. The Superintendent or his/her designee must be notified at least twenty four (24) hours before taking such leave, except in case of emergency. These personal days will normally not be granted on the day immediately preceding or following holidays or vacation. Personal leave may be taken in either full day or four (4) hour increments.
5. Emergency leave: may be granted by the Superintendent. This leave is to be deducted from the employee's vacation time.

B. Leave of absence without pay:

Granby Public Schools will grant unpaid parental leave in accordance with the Massachusetts Parental Leave Act ("MPLA"), M.G.L. c. 149, §105D as promulgated in School Committee Policy GCCAC. The provisions of the MPLA are posted in each administrative office.

- C. Granby School District will grant unpaid leave in accordance with the provisions of the FMLA as promulgated in School Committee Policy GCCC-E. The provisions of the FMLA are posted in each administrative office. The Superintendent may extend the unpaid leave up to one (1) year for the purpose of caring illness or injury or for the care of ill or injured immediate family member. Additional leave may be granted at the discretion of the Superintendent.
- D. All requests for leaves, or for extensions or renewals of leaves, will be applied for in writing and must have the Superintendent's approval. All requests will be answered by the Superintendent in writing. Employees on leave shall notify the Superintendent in writing by March 1, indicating their intention to return for the succeeding school year. Failure to comply with this March 1 notification will be considered a voluntary resignation of employment.

- E. All benefits to which an employee was entitled at the time of his/her leave of absence including unused accumulated sick leave will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not available, he/she will be assigned a position as similar as possible to the position he/she held when the leave commenced.
- F. Other leaves of absence without pay may be granted by the Superintendent.
- G. The Superintendent may grant a leave of absence without pay of up to two (2) years to an employee who joins the Peace Corps or serves as an exchange employee and is a full-time participant in either of such programs. Any employee who desires to take such leave shall apply to the Superintendent prior to April 1 and be notified of the Superintendent's decision within thirty (30) days of receipt of the application. Upon return from such leave, an employee will be considered as if he/she had been actively employed by the Superintendent during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- H. The Superintendent will grant military leave to an employee who is inducted or enlists in any branch of the Armed Forces of the United States in accordance with federal and state law. Upon return from such leave, an employee will be placed on the salary schedule at the level which he/she could have achieved had he/she remained actively employed in the system during the period of his/her absence.
- I. The Superintendent may grant a leave of absence of not more than three (3) years without pay or increment to any employee to campaign for or serve in a full-time public office.
- J. Benefits affected by leave of absence without pay. This section will not apply in the case of an employee granted military leave for annual active duty training in any military service of two (2) weeks duration.
  - 1. Vacation and sick leave will not accrue during the period the employee is on leave of absence.
  - 2. Holidays occurring during the time the employee is on leave of absence will not be paid.
  - 3. If the employee is on an unpaid leave of absence she/he will be responsible for premium payments of health and life insurance coverage to the extent required by law.



K. Other:

1. Leave of absence will be granted for a period not to exceed six (6) months.
2. Accrued vacation time can be used before resorting to leave of absence without pay.
3. Requests for a leave of absence not covered by this Agreement will be considered by the Superintendent. In judging all requests for such leaves, factors such as employee attendance, attitude toward job, and the basic reason for the request will be reviewed before a decision is rendered.
4. All benefits to which an employee was entitled at the time the leave of absence commenced including unused sick leave will be restored to the employee upon his/her return.

L. Small Necessities Leave Act:

Granby Public Schools will grant leave in accordance with the Small Necessities Leave Act ("SNLA"), M.G.L. c. 149, s. 52D as promulgated in School Committee Policy GCCACA. The provisions of SNLA will be posted in each administrative office.

M. Domestic Violence Leave Act:

Granby Public Schools will grant unpaid leave in accordance with the Domestic Violence Leave Act. Notice of rights under DVLA will be posted in each administrative office.

## **ARTICLE XV EVALUATION**

Every custodian and maintenance technician/custodian will be evaluated annually jointly by the Director of Maintenance and the Principal. Each evaluation will be in writing and the custodian shall have the right to submit a written response to such material and his/her answer shall be reviewed by the Superintendent and attached to the personnel file copy (See Attachment B).

## **ARTICLE XVI UNION DUES**

- A. The Committee agrees to deduct from the salaries of its employees dues for the Granby Custodians' Association Local 45 of the Massachusetts Public School Custodians' Association as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association. Employee authorizations will be in writing on a form agreed upon by the Association and the Superintendent.

The Association agrees that it will indemnify and hold the Committee harmless for any action taken against an Employee as a result of this agency service fee agreement, including but not limited to, any legal expenses incurred.

**ARTICLE XVII**  
**DRUG AND ALCOHOL REHABILITATION PROGRAM**

The parties have agreed to the Drug and Alcohol Rehabilitation Program attached to this Agreement.

**ARTICLE XVIII**  
**GENERAL**

- A. It is agreed and understood between the Committee and the Association that this Agreement has been entered into between the parties as a result of the provisions of Chapter 150E of the General Laws of Massachusetts. In executing this Agreement, neither party to the Agreement has waived any rights accorded it under the General Laws of Massachusetts.
- B. If any provision of this Agreement or any application of this Agreement to a custodian or group of custodians shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Granby Public Schools is an equal opportunity employer. Any action taken by the Committee regarding employment, transfer, assignment or promotion in the Granby Public Schools will be made without regard to race, color, creed, national origin, gender, gender identity, sexual orientation, disability or marital status.

**ARTICLE XIX**  
**DURATION**

The terms of this Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026. In the event that negotiations on the successor Agreement are not completed by June 30, 2026 then the terms of this Agreement will remain in full force and effect until such time as said successor Agreement is negotiated and executed.

**ARTICLE XX**  
**ZIPPER CLAUSE**

The Parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives the right to re-open negotiations on any subject or matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time.

#### **ARTICLE XXI**

#### **VOIDABLE WAIVER CLAUSE**

The waiver by either party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

In witness whereof, the Parties of this Agreement have caused these presents to be executed by their agents hereunto duly authorized and their signatures to be affixed hereto, as of the date first written above.

Granby, Massachusetts

  
\_\_\_\_\_  
President  
Granby Custodians' Association

Date

8/15/23

  
\_\_\_\_\_  
Chair  
Granby School Committee

## **ATTACHMENT A**

### **GRANBY PUBLIC SCHOOLS CUSTODIAN JOB DESCRIPTION**

**Position:** Custodian

**Job Goal:** To provide students with a safe, attractive, comfortable, clean, and efficient place in which to learn, play, and develop.

**Supervision:** Reports to the Director of Maintenance and the building principal. Full-time custodians may occasionally be asked to supervise part-time custodians.

**Education, Work Experience and Licensure:**

**Required:** Demonstrated aptitude for successful fulfillment of assigned performance responsibilities. High school diploma or G.E.D. Valid driver's license. Acceptable C.O.R.I. report as determined by the Superintendent.

**Preferred:** Prior experience as a school custodian or the equivalent.  
Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.

**Performance Responsibilities:**

1. Keeps building and premises, including sidewalks, driveways, and play areas neat and clean at all times.
2. Checks, cleans and maintains boilers under the direction of the Director of Maintenance only.
3. Shovels, plows, and/or sands walks, driveways, parking areas, and steps, as appropriate.
4. Checks daily to ensure that all exit doors are open and all panic bolts are working properly during the hours of building occupancy.
5. Raises and lowers the United States flag at appropriate times.
6. Sweeps classrooms daily and dusts furniture, chalkboards, etc.
7. Vacuums rugs daily.
8. Cleans corridors after school each day and during the day when their condition requires it.
9. Scrubs, washes down, and disinfects toilet floors daily, and cleans all sanitary fixtures and drinking fountains daily.
10. Washes all windows on both the inside and outside.
11. Keeps the grounds free of rubbish and debris.
12. Performs such yard keeping chores as grass cutting, tree trimming, and the like, as necessary, to maintain the school grounds in a safe and attractive condition.

13. Keeps all floors in a clean and attractive condition and in a good state of preservation.
14. Cleans chalkboards.
15. Makes minor building repairs.
16. Reports major repairs needed promptly to his/her immediate supervisor, who will keep the building principal and Superintendent of Schools informed.
17. Reports immediately to his/her supervisor any damage to school property.
18. Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his/her attendance is required by the principal.
19. Assumes responsibility for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those left on for safety or other reasons, are turned off.
20. Conducts an ongoing program of general maintenance, upkeep and repair, including a summer cleaning program.
21. Moves furniture or equipment within buildings as required for various activities and as directed by the principal.
22. Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
23. Substitutes or assists in other buildings as directed by the Building Supervisor, Principal and/or Superintendent.
24. Assumes responsibility for the general security of the buildings as directed by Administration.
25. Directs substitute custodian on occasion.
26. Acts as a Mandated Reporter (Chapter 119, Section 51A).
27. Complies with Non-Violent Crisis Intervention Policy.
28. Performs other duties as assigned by the administration.

**Special Knowledge/Ability Required for Position:**

Able to tolerate heights and knowledge of equipment operation. Must be able to comprehend and follow verbal and written instruction appropriate to custodial activities. Ability to work effectively as part of a larger custodial team.

**Physical Requirements:**

The position requires the delivery of a full range of custodial services to the public. Several hours a day will be spent walking, standing, sitting, and climbing whenever necessary. Activities include frequent physical exertion in body movement such as reaching, bending, and twisting. This position also requires frequent pulling and pushing of materials. There is frequent use of hand and power tools. Occasionally, crawling may be necessary. The position requires lifting of objects of fifty (50) pounds on a frequent basis and over fifty (50) pounds occasionally.

**Environmental Conditions:**

The employee is required on occasion to work outdoors in extreme weather conditions such as rain, snow, and hot/cold extremes. He/she is also exposed to gasoline and/or diesel fumes, cleaning chemicals, and high noise levels. The

employee is expected to provide his/her own poor weather gear, rubber gloves, and steel toe protection when necessary.

**ATTACHMENT A  
GRANBY PUBLIC SCHOOLS  
MAINTENANCE TECHNICIAN/CUSTODIAN  
JOB DESCRIPTION**

**Position:**                    **Maintenance Technician/Custodian**

**Job Goal:**                **To maintain the physical school plant, grounds and playing fields in a condition of operating excellence to ensure the uninterrupted operation of the school, ensuring standards of safety and sound maintenance of facilities.**

**Supervision:**            **Reports to the Director of Maintenance and/or the Superintendent.**

**Education, Work Experience and Licensure:**

**Required:**    **High school diploma, G.E.D. or equivalent. At least two (2) years of previous experience as a maintenance technician or the equivalent. Valid driver's license. Acceptable C.O.R.I. report as determined by the Superintendent.**

**Preferred:**    **Possesses welding and metal work skills. At least four (4) years of previous experience as a school custodian or the equivalent.**

**Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.**

**Performance Responsibilities:**

1. Operates tractors, light trucks, and related equipment.
2. Operates specialized equipment
3. Applies understanding of small tools to maintenance and repair problems.
4. Makes minor repairs as he/she deems necessary. Reports major repairs promptly to the Director of Maintenance and/or the Building Principal.
5. Operates and maintains all grounds equipment under the direction of the Director of Maintenance.
6. Repairs small machinery and equipment.
7. Maintains on a regular schedule all motors and other mechanical equipment requiring scheduled servicing.
8. Applies knowledge of maintenance to areas such as roofs, boilers, plumbing, electrical, hardware, paint, etc.
9. Relates to outside contractors on needed maintenance work.
10. Performs regular custodial duties as necessary. May be required to substitute for a building custodian.
11. Attends C.P.R. training annually and maintains an active certification.
12. Maintains the cleanliness of the buildings and grounds in all respects.

13. Maintains the general appearance, safety and general conditions of the school buildings and grounds.
14. Checks and maintains boilers and boiler room under the direction of the Director of Maintenance.
15. Shovels, snow blows, or plows sidewalks, entranceways, driveways and parking areas and sands and/or applies ice melt to the same as needed.
16. Check and maintains exit doors and panic bolts to ensure proper operations.
17. Moves Furniture within and between buildings as required for various activities as directed by the Director of Maintenance or the Building Principal.
18. Complies with local laws and procedures for the disposal of rubbish and other waste.
19. Reports any damage to school property to the Director of Maintenance, Building Principal, and/or the Superintendent.
20. Assists in other buildings as directed by the Director of Maintenance and/or the Building Principal.
21. Acts as a Mandated Reporter (Chapter 119, Section 51A).
22. Complies with Non-Violent Crisis Intervention Policy.
23. All other duties related to maintenance as may be assigned by the Director of Maintenance and/or Administration.

**Special Knowledge/Abilities Required for Position:**

Able to tolerate heights and knowledge of equipment operation. Must be able to read comprehend and follow written instructions appropriate to custodial activities. Ability to work effectively as part of a larger supervisory team. Aptitude for successful fulfillment of assigned responsibilities.

**Physical Requirements:**

The position requires the delivery of a full range of custodial services to the public. Several hours a day will be spent walking, standing, sitting, and climbing whenever necessary. Activities include frequent physical exertion in body movement such as reaching, bending, and twisting. This position also requires frequent pulling and pushing of materials. There is frequent use of hand and power tools. Occasionally, crawling may be necessary. The position requires lifting of objects of fifty (50) pounds on a frequent basis and over fifty (50) pounds occasionally.

**Environmental Conditions:**

The employee is required on occasion to work outdoors in extreme weather conditions such as rain, snow, and hot/cold extremes. He/she is also exposed to gasoline and/or diesel fumes, cleaning chemicals, and high noise levels. The employee is expected to provide his/her own poor weather gear, rubber gloves, and steel toe protection when necessary.



## ATTACHMENT B

### Granby Public Schools

#### Building Custodian

Name

#### Annual Review

##### Areas of Responsibility:

- Takes pride in the cleanliness of the premises, including buildings, grounds, and playing fields.
- Cleans corridors, classrooms, restrooms on a regular basis.
- Disinfects areas that require such treatment to prevent the spread of infection.

1	2	3	4	5	6
Developing		Meets		Exceeds	

##### COMMENTS:

- Works well as a member of a team.
- Follows directions given by the Building Principal and/or the Director of Maintenance.
- Completes all worked assign in a timely manner.

1	2	3	4	5	6
Developing		Meets		Exceeds	

##### COMMENTS:

- Reports to work on time.
- Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his/her attendance is required by the Principal. Takes his/her break and lunch at mutually agreed upon times.
- Completes times cards accurately.

1	2	3	4	5	6
Developing		Meets		Exceeds	

##### COMMENTS:

- Maintains the buildings and grounds in such a manner that the buildings and grounds are safe places for students and staff.
- Makes minor repairs with the building and on the grounds.
- Regularly checks the premises for damage and reports findings to the Building Principal/and or the Director of Maintenance.
- During winter weather diligently maintains the walks and driveways, keeping them free of snow and applying ice melt and sand as needed.

1	2	3	4	5	6
Developing		Meets		Exceeds	

**COMMENTS:**

- Overall work performance.

**COMMENTS:**

Summative Comments:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

## Granby Public Schools

### Maintenance Technician/Custodian

Name

#### Annual Review

##### Areas of Responsibility:

- Applies understanding of small tools to maintenance and repair problems.
- Operates and maintains all grounds equipment.
- Maintains on a regular schedule all motors and other mechanical equipment requiring servicing.
- Completes all worked assign in a timely manner.

1	2	3	4	5	6
Developing		Meets		Exceeds	

##### COMMENTS:

- Works well as a member of a team.
- Follows directions given by the Building Principal and/or the Director of Maintenance.
- Performs custodial duties as required.

1	2	3	4	5	6
Developing		Meets		Exceeds	

##### COMMENTS:

- Reports to work on time.
- Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his/her attendance is required by the Principal. Takes his/her break and lunch at mutually agreed upon times.
- Completes times cards accurately.

1	2	3	4	5	6
Developing		Meets		Exceeds	

##### COMMENTS:

- Maintains the buildings and grounds in such a manner that the buildings and grounds are safe places for students and staff.
- Makes minor repairs with the building and on the grounds.
- Regularly checks the premises for damage and reports findings to the Building Principal/and or the Director of Maintenance.
- During winter weather diligently maintains the walks and driveways, keeping them free of snow and applying ice melt and sand as needed.

1	2	3	4	5	6
Developing		Meets		Exceeds	

**COMMENTS:**

- Overall work performance.

**COMMENTS:**

Summative Comments:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

## **ATTACHMENT C**

### **Drug and Alcohol Rehabilitation Program**

The purpose of this program is to establish the fact that the Granby Public Schools and its employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.

No drug testing of employees shall be permitted on a random or universal basis, except as hereinafter provided. Testing shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. It is recognized that the drug and alcohol testing constitutes an investigation, and therefore, the employee's weingarten rights apply with regard to all drug and alcohol testing issues. Alcohol testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate alcohol testing shall be permitted and the results shall be held in confidence subject to the review committee's decision as hereinafter provided.

The Superintendent or in his/her absence his/her nominee, shall provide a suspected employee and the union (officer designated by the union), if applicable, with a written report evidencing their reasonable suspicion within a reasonable time in advance of the proposed test.

The employee may initiate a review of the directive to submit a test sample. The directive shall be reviewed by a committee of four (4), comprised of two Union officials, the superintendent or his/her nominee, and the resource officer or his/her nominee.

The Committee will review evidence brought against the suspected employee, and only after a majority of members of the Committee vote to uphold the evidence shall testing be required. Three or more members shall constitute a quorum. The Committee shall meet and vote within two days of notice to the Union.

The employee shall be provided with a test sample at the time the testing is conducted. Testing to be performed is to be the more expensive, highly accurate nature, so as not to subject the employee to more stress and embarrassment of false positive result of the less expensive test.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and union officials with a compelling need for this information.

The following shall be provided to the employee:

1. A copy of the testing program procedures.
2. A description of the sample gathering protocol.

3. A list of tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of what the results mean.

The basis for the directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an employee's condition are the following:

1. Balance – sure/unsure/questionable
2. Walking – steady/unsteady/questionable
3. Speech – clear/slurred/questionable
4. Attitude – cooperative/uncooperative/questionable
5. Eyes – clear/bloodshot/questionable
6. Smell – none/distinct/questionable

It is required that the observations of these objective facts by a supervisory employee be documented in a form signed by the supervisor. In addition, there should be a place on the form for the supervisor to document other relevant facts, such as admissions or explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Granby Public Schools, and the rational inference(s) which may be drawn from those facts.

The credibility of sources of information whether by tip or informant, the reliability of the facts of information, the degree of corroboration, the results of school inquiry and/or other reasonable factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all inclusive examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents.
3. An employee exhibiting behavior inconsistent with previous performance.

4. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
5. A employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If the review committee concludes that the drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis as determined by the Granby Public Schools in the Schools' sole discretion and on School time. If these procedures are not followed, employees may refuse to submit to the test without being disciplined. Alcohol testing shall be performed without committee review based upon reasonable suspicion as hereinbefore provided.

If drug testing is warranted, an employee may voluntarily participate in a rehabilitation program as a substitute for the said permitted three (3) months random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol and drug testing shall be final and binding and not subject to the Grievance and Arbitration procedure. The test sample taken from the employee shall be secured by the Schools' physician, the Nurse Practitioner or a Testing Laboratory designated (and) by the Schools and the Union. Failure to provide the test sample as directed will result in disciplinary action.

In the event that the test proves negative, the employee will be paid double time for all time used in this process.

Rehabilitation programs shall be mandatory for employees with confirmed positive results or for any Employee admitting drug usage. Employees who successfully complete a rehabilitation program shall be guaranteed no disciplinary action and the right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this article that an employee who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the employee to submit a proposal to the Schools to be reviewed by the physician designated by the Schools for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether or an out-patient or in-patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The Employee agrees to submit to random urinalysis testing at the discretion of the Schools for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

The Schools shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

It is agreed that the parties will make every effort to protect privacy and confidentiality. The parties will develop a specific plan to protect privacy.



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