

PREAMBLE

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After having bargained collectively, the Lowell School Committee and the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, School Custodians, hereby agree that their current collective bargaining agreement, which agreement expired by its own terms on June 30, 2017, shall be and hereby is amended as follows, all terms not so amended to remain in full force and effect as presently worded.

PRINTING OF THE CONTRACT:

The Lowell School Committee and U.T.L. shall share equally the costs of printing the contract books for the Lowell School Committee and U.T.L.

PREAMBLE

Whereas, the School Committee of the City of Lowell, Massachusetts, hereinafter referred to as the Committee and the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, hereinafter referred to as the Union, recognize that the development of an efficient custodial, maintenance, operational force is a common responsibility that can best be attained when each group utilizes that ability, experience, and judgment of the other; and

Whereas, it is acknowledged by both parties to this agreement of their intent to reach an amicable understanding with respect to the employer-employee relationship which exists between them, and to enter into an agreement covering wages, hours, and other conditions of employment;

Now, Therefore, the following agreement is made and entered into this 26th day of June, 2017, between the Committee and Union;

Contract duration from July 1, 2017 and will continue in effect until midnight June 30, 2020.

Negotiations for a successor agreement will commence upon due notice by either party to the other on or after January 1, 2020.

ARTICLE I

Recognition

The Lowell School Committee, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment, recognizes the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, as the exclusive representative of the persons in the bargaining unit consisting of all full-time and regular part-time buildings and grounds employees, including security guards, HVAC technicians, and junior and senior building custodians, but excluding the Supervisor of Buildings and Grounds and the Supervisor of Custodians, and all supervisory, managerial, confidential, or casual employees, and all other employees of the Lowell Public Schools.

ARTICLE II

Union Dues Deduction

A. For the duration of this agreement or for such time as U.T.L. shall be certified as the exclusive bargaining agent, for the employees covered by the agreement, whichever occurs first, the Committee agrees to deduct from the pay of union members when so authorized voluntarily by said union members, union dues as designated in said written authorizations.

B. Said union dues deduction as authorized shall be deducted from employees' earnings weekly and shall be remitted to the Treasurer of U.T.L. by the tenth day of the month following said deduction providing said union treasurer has posted bond as required by law.

C. Said authorization of union dues deduction from earnings may be cancelled by an employee upon written notice to the treasurer of U.T.L., to the City Treasurer, and to the Committee. Said cancellation notice shall be made by registered mail, return receipt requested. The cancellation of dues authorization shall be effective at the end of the third wage or salary period following receipt of the written cancellation notice as herein provided.

D. As a condition of employment, members of the bargaining unit who are not members of the United Teachers of Lowell, Local 495, AFT Massachusetts, AFL-CIO, shall pay to the United Teachers of Lowell an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

E. Custodians will immediately report all cases of abusive conduct and torts suffered by them in connection with their employment in writing to the Superintendent of Schools and the Committee shall provide indemnification whenever any custodian shall become eligible therefore under the provisions of Chapter 258 of the General Laws of the Commonwealth as most recently amended.

ARTICLE III

Posting Union Notices

Bulletin board space shall be provided by the Committee in each school for the posting of notices by U.T.L.

ARTICLE IV Hours of Work

A. Excepting Watchmen and Boiler Room employees the normal work week shall consist of (40) hours worked during five (5) consecutive eight (8) hour days, Monday through Friday. The first shall be construed to begin at 7:00 a.m. and end at 4:00 p.m. with one (1) hour for lunch. The second shift shall begin at 3:00 p.m. and end at 11:00 p.m. During the heating season in those schools that have problem boilers the shift shall commence at 6:00 a.m. and end at 3:00 p.m. There shall be no third shift, except at Lowell High School. Whenever overtime work shall become available, it shall be offered first to all employees who normally do the work in the building in which the overtime is to be performed. It shall be offered to said employees in order of seniority, with an employees' working overtime moving him/her to the bottom of the list.

B. All hours shall be consecutive except for interruption for lunch periods.

C. All other hours worked other than those specified shall be construed as overtime and shall be paid for as overtime at one and one-half (1 1/2) times the normal rate of pay.

D. An employee called to work additional hours either immediately preceding his/her regular shift or immediately following his/her regular shift shall be paid for the actual hours worked at the regular rate or overtime rate, whichever is applicable.

An employee called back to work after having completed his regular shift and having left his/her place of employment will be paid at the rate of one and one-half (1 1/2) times his/her basic rate of pay for all hours worked on recall, and for such recall work he/she will be guaranteed a minimum of four (4) hours pay at one and one-half (1 1/2) times his/her basic rate of pay.

E. Watchmen and Boiler Room employees shall retain their present work schedules.

F. Overtime shall be restricted to the permanent employees in the School Department, on a rotating basis by seniority, where and when such employees are available and qualify. In the event no permanent employee is available, overtime may be offered to provisional employees on a rotating basis by seniority. Overtime refused is considered overtime worked.

G. Overtime work shall be voluntary, except for emergencies. There shall be no discrimination against any employee who declines to work overtime. Overtime earnings shall be paid to custodians one pay period after the overtime has been worked.

H. Effective July 1, 1998 Lowell High School shall have a third shift. The shift shall begin at 11:00 p.m. and end at 7:00 a.m. A senior custodian may be assigned to this shift at the discretion of the Head of School. The shift shall be staffed pursuant to Article XIX.

I. In all school buildings, the Principal after consultation with the Senior Custodian and with the approval of the Superintendent, may create a variable schedule in

addition to the existing 7:00 a.m. to 4:00 p.m. and 3:00 p.m. to 11:00 p.m. shifts. The variable schedule is limited to the following shifts:

8:00 a.m. to 5:00 p.m.
9:00 a.m. to 6:00 p.m.
10:00 a.m. to 7:00 p.m.

After consultation with the Senior Custodian, a Principal shall notify the affected custodian by not later than June 30 of the assignment to a variable shift effective at the commencement of the next school year.

J. In all school buildings, the Principal after consultation with the Senior Custodian and with the approval of the Superintendent and in agreement with the contemplated employee may create a 6:00 a.m. to 3:00 p.m. shift in addition to the shifts outlined in Section I.

The 6:00 a.m. to 3:00 p.m. shift will be reviewed on a school year to school year basis. For the vacation period for all employees the day following the close of schools in any-given year until one week prior to the opening of schools in any given year, all employees assigned to the 6:00 a.m. to 3:00 p.m. shift will work 7:00 a.m. – 4:00 p.m.

K. At Lowell High School, a variable work week, in addition to the normal work week, consisting of forty (40) hours worked during five (5) consecutive eight (8) hour days, Tuesday through Saturday shall be established. A maximum of two (2) employees may be assigned to the Tuesday through Saturday variable work week at Lowell High School. Employees assigned to the variable work week will not be subject to the two-hour “man-out” provision as outlined in Article XIX, Seniority and Bidding of Jobs.

In the event that the variable work week is implemented at Lowell High School, the positions shall be filled in accordance with Article XIX, Seniority and Bidding of Jobs. In the event that no custodian bids the position, the position shall be filled by the least senior custodian assigned to Lowell High School.

In the event that the variable work week is implemented at Lowell High School, when a significant athletic or intramural event occurs on Saturday, an additional custodian will be assigned upon the recommendation of the Lowell High School senior custodian and upon the approval of the Head of School. It is agreed that an additional custodian will be provided at Lowell High School on Saturday for non-Lowell Public School events that pay a custodial fee to the school district.

ARTICLE V

Duties and Work Responsibilities of Custodians

DUTIES AND WORK RESPONSIBILITIES OF CUSTODIANS, established by the Committee or its designee, will be prepared and distributed to all Custodians, and a copy of same shall be posted on the Custodians’ Bulletin Board.

ARTICLE VI

Stewards

A. The Committee recognizes the right of U.T.L. to designate three stewards from the list of its regular employees. Said stewards shall serve as channels of communication between the Committee and U.T.L. U.T.L. will in writing furnish the Committee with the names of its designated stewards and shall forthwith notify the Committee in event of any change in the persons so designated as stewards.

B. Said stewards shall be responsible for representing the interest of employees in meetings and discussions with administrative officials concerning work-related matters, and may investigate and discuss employee complaints and grievances with employees who have pertinent knowledge of the matter at hand, and with appropriate administrative officials, for the purpose of contributing to the resolution of such on-the-job problems. Reasonable time during working hours will be granted with pay to the stewards for these activities, and it is agreed that said stewards shall be expected to guard against the excessive use of School Department time in connection with such matters. It is further understood that a steward working alone in a school shall not leave his post of duty while a school is in session in connection with his duties as a steward.

C. A steward shall obtain permission from his supervisor whenever he desires to leave his assigned work as authorized in Paragraph B, and shall report back to his supervisor at the time he reports back to work.

D. When desiring to discuss a work-related matter with an employee, the steward shall first obtain permission from the employee's supervisor before interruption of the employee's work.

E. An employee desiring to leave his job to discuss an appropriate matter with a steward shall obtain his supervisor's permission before doing so, and will report his return to work to his supervisor.

F. The supervisor's permission will normally be granted in the foregoing instances.

G. For the purposes of this article, principals of schools shall be considered as supervisors of stewards and employees. In addition, in the absence of the principal and/or the assistant principal and/or the master of school, the senior custodian shall be considered as supervisor of stewards and other personnel covered under this contract.

ARTICLE VII

Access to Premises and Union Activities

A. The Committee agrees within seven days written notice of request from U.T.L. to provide said Union access to all applicable employee payroll records. Further, the Committee agrees to recognize any authorized U.T.L. official or the stewards for U.T.L. in accordance with Article VI, and to permit the same to visit the Committee's Central Offices or such schools of the City within which members of the U.T.L. appropriate unit are assigned, to investigate working conditions or grievances during

working hours, for the purpose of adjusting disputes between the Committee and U.T.L. provided that those investigating first received the permission of the Superintendent of Schools or his designee as to visitations to the Committee's Central offices or the permission of the Principal or his designee of the school where said grievance is being investigated.

B. A custodian shall have the right upon written request to review the contents of his or his own personnel file within 24 hours of the receipt of request and such review shall be performed in the presence of the superintendent or his designee. The custodian shall have the right to Xerox the contents of his or her file at his or her own expense.

C. There shall be no retaliation for union activity.

D. Lowell Public Schools shall send bi-weekly updates to the Union of changes in each bargaining unit, including, but not limited to, resignations, retirements, terminations, workers compensation, paid/unpaid leaves of absence, and other significant events which are already computed.

ARTICLE VIII

Grievance Procedure

A. A "grievance" is hereby defined as a complaint by an employee or group of employees covered by this agreement on an alleged violation of this agreement, or any controversy, misunderstanding, or dispute arising as to the interpretation, applications, or observances of any of the provisions thereof.

B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to U.T.L. shall permit the aggrieved party or parties to proceed to the next step.

C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered.

D. A grievance that effects a group of employees may be submitted in writing to the Superintendent of Schools directly, and the processing of such a grievance shall commence at Step Three.

E. Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be subject to the grievance procedure hereunder except as provided by General Laws Chapter 150E, section 8.

F. A grievance form designated Appendix B, as attached, must be filed for all grievances.

Step One:

Whenever an employee has a grievance, the aggrieved employee shall informally present the grievance to their building supervisor (i.e. junior custodian to senior custodian

and/or senior custodian to principal). A steward may participate in this presentation. The building supervisor shall endeavor to settle the grievance in the informal session.

Step Two:

(A) If the grievance shall not have been settled at Step One, the aggrieved employee shall present his grievance in writing to the Director of Operations and Maintenance and/or Supervisor of Custodians. Within ten (10) days after receipt of such a presentation, the Director of Operations and Maintenance and/or Supervisor of Custodians shall hold a meeting, which meeting may be attended by the aggrieved employee, a steward, and the Committee's representative as designated by the Superintendent of Schools.

(B) Within five (5) days after the conclusion of the Step Two meeting, the Director of Operations and Maintenance and/or Supervisor of Custodians shall submit a copy of his written decision of the grievance to the aggrieved employee, a copy to the Union, and a copy to the Committee's Counsel for Collective Bargaining.

Step Three:

(A) If the grievance shall not have been settled at Step Two, the Union may present the grievance in writing to the Superintendent of Schools. The presentation shall be made within five (5) days after the date of the Director of Operations and Maintenance and/or Supervisor of Custodians decision at Step Two.

(B) Within ten (10) days after receipt of such a presentation, the Superintendent of Schools or their designee shall hold a meeting, which may be attended by the aggrieved employee, a steward, and another representative of the Union.

(C) Within five (5) days after the conclusion of the Step Three meeting, the Superintendent of Schools or their designee shall submit a copy of their written decision of the grievance to the aggrieved employee, a copy to the Union and a copy to the Committee's Counsel for Collective Bargaining.

Step Four:

If the grievance shall not have been settled at Step Three, the Union may in writing request a review hearing before the full school committee. The request for said hearing shall be made not later than five (5) days from receipt of the Superintendent of Schools or their designee's written decision as provided for in Step Three. The review hearing shall be held within thirty (30) days after the receipt of the written request for same from the Union. The decision of the Committee shall be communicated to the Union within five (5) days after the conclusion of its review hearing.

Step Five:

If the grievance shall not have been settled at Step Four, the Union may cause the grievance to go to binding arbitration. To do so, the Union shall, within thirty (30) days after the Union's receipt of the Committee's Step Four decision, file for binding arbitration with the American Arbitration Association.

The arbitrator shall be without power or authority to make any decision prohibited by law, or to add, alter, or modify this agreement. The decision of the arbitrator shall be final and binding.

The Committee shall pay one-half of the arbitrator's fees, expenses, and stenographic costs, if any are so chargeable, and the other half shall be paid by the Union.

ARTICLE IX

Jury Duty

When an employee is called for jury duty the employee shall be compensated by the employer for the difference in pay so received by the employee and his regular salary or wage. No loss of benefits shall occur during such service.

ARTICLE X

Sick Leave and Leaves of Absence

A. Excepting permanent intermittent employees who shall be granted sick leave at the rate of $1\frac{1}{4}$ days per month, all employees shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by illness, injury or exposure to contagious disease.

B. Sick Leave not used in the year of service for which it is granted shall have unlimited accumulation for use in subsequent years.

C. An employee who is absent for five (5) consecutive days or longer shall upon request of the school principal submit a physician's statement as to the cause of the absence. Any such request must be made not later than five (5) days after the employee's return to duty.

D. Emergency leaves of absence without pay may be granted at once by the Superintendent of Schools or designee within their discretion.

E. In recognition of regularity of service rendered as an incentive to continued regularity of such service, employees covered by this Agreement who have served in the Lowell School System for a minimum of fifteen (15) years will upon retirement or death be paid an amount equivalent to thirty-three and one-third ($33\frac{1}{3}$)% of their unused sick leave accumulation as of the effective date of their retirement or death. Employees may, for financial purposes, voluntarily elect to defer buyback into the next calendar year

F. Further, in addition to the regular sick leave provisions set forth in A and B of this Article, there shall be allowed to custodians who have by reason of a continuing illness depleted their sick leave allowance, an extended sick leave allowance based on and equal to the number of sick leave days credited to them as of January the first of the year in which the extended sick leave application is filed. In no case, however, shall the extended sick leave allowance be greater than one hundred eighty (180) days.

Eligibility for such extended sick leave allowance shall be determined by a three-member medical panel comprising one physician selected by the Committee, one

physician selected by the applicant and the third physician selected by the other two physicians first selected. Such medical panel must by majority vote certify that the illness of the applicant is one likely to require a medically approved absence from school duties for a protracted period of time.

MATERNITY LEAVE

G. A ninety (90) day leave of absence without pay, but without any other loss of contractual benefits, or loss of accrual of service, shall be granted to employees for maternity purposes with the understanding that an employee on maternity leave is entitled to use her sick leave days for such leave.

PERSONAL DAYS

H. All employees shall receive two (2) personal days, without loss of compensation, subject to the approval of the Superintendent or his designee, in each year of the contract, effective as of July 1, 1986. Personal days are not cumulative from year to year.

Personal days not utilized by June 30th in each year of the contract shall be converted to additional sick leave days for the contract year next commencing on July 1st thereafter.

I. By November 15 in each year of the contract, the School Committee shall notify each custodian in writing of total accumulated sick leave days and personal days.

J. Effective July 1, 2000, custodians shall receive three days of paid leave in each year of the contract, noncumulative in the event of a serious illness of the mother, father, child, wife, husband, grandchild, a grandparent of the employee or the employee's spouse, upon approval of the Superintendent.

K. An employee shall upon written notice to the Superintendent, be granted as a reasonable accommodation to members of any religious denomination, up to three days of paid religious leave each school year.

ARTICLE XI

Military Leave

An employee required to fill his or her military obligation in the Military Reserve or National Guard shall be granted the necessary time to attend prescribed training periods during that time of year when his or her unit is in encampment. The employee shall not suffer loss of sick leave benefits or vacation entitlement due to his or her requirements or other benefits.

If a member of the Military Reserve or National Guard is federalized due to a National Emergency for a period of one (1) year or less, he or she shall in this period of federalization accrue all sick leave due and vacation entitlements during such period of federalization.

ARTICLE XII

Funeral Leave

In the event of the death of an immediate member of the family of an employee, up to five (5) days leave shall be granted to such employee without loss of other benefits. Additional time may be granted by the Superintendent of Schools or their designee, which time shall be charged to sick leave. Immediate family shall be defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of either the employee or spouse thereof, or any relative of the employee or spouse thereof who was actually living in the immediate household of the employee at the time of the death or commencement of the final illness or accident. In the event of the death of an aunt, uncle, niece, or nephew of the employee or spouse thereof, building service employees will be allowed one (1) day leave, with pay, and one (1) additional day, with pay, for necessary travel out of state or a distance of 100 miles.

ARTICLE XIII

Insurance

The Committee and U.T.L. agree that all employees covered by any insurance Plans adopted by the City under authority of Chapter 32B of the General Laws of the Commonwealth shall pay the same costs and receive the same benefits as other city employees similarly covered under said Plans.

The student rider health insurance benefit is included in employee health insurance coverage to the same extent as is available to the employees of the School Committee and the City of Lowell.

On or after July 1, 2007, the insurance plan for Unit employees shall include the following coverage options; Master Medical, PPO or HMO. At least once a fiscal year as determined by the employer, employees shall select from among the coverage options being offered by the City.

References, offerings, and language in the contract shall be updated to reflect the acceptance by the Committee and Union of the current practices, offerings, and insurances offered by the Commonwealth of Massachusetts Group Insurance Commission, including but not limited to the terms and conditions of the Memorandum of Agreement Between the City of Lowell and the Public Employee Committee (PEC), to provide insurance through the group insurance commission as agreed to on or about September 17, 2012.

ARTICLE XIV

Retention of Rights

Subject to the provisions of Massachusetts General Laws Chapter 150E, this agreement shall not be construed to deprive employees of any benefits or protections granted by the law as of the Commonwealth of Massachusetts.

ARTICLE XV
State and Civil Service Laws

The Committee and U.T.L. recognize and adhere to all applicable State Labor Laws, and to applicable Civil Service Laws and Rules and Regulations.

ARTICLE XVI
Continuity of Employment

U.T.L. and the Committee agree that difference between the parties shall be settled by peaceful means as provided within this agreement. Neither U.T.L. or any of its members shall for the term of this agreement or pending the negotiation of a new agreement engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE XVII
Holidays, Vacation & Longevity

A. Subject to all employees being back on the job one week prior to the opening of schools in any given year. The vacation period for all employees shall be the day following the close of schools in any given year until one week prior to the opening of schools in any given year, except that the senior custodian, in charge of all custodians, may upon four weeks advance notice by an employee allow up to two weeks vacation time in periods other than the day following the close of schools in any given year until one week prior to the opening of schools in any given year where the granting of such requests, in the opinion of the senior custodian in charge of all custodians, will not interfere with the efficient maintenance of schools. The granting of such requests shall not be unreasonably withheld.

For the vacation period for all employees the day following the close of schools in any given year until one week prior to the opening of schools in any given year, notice regarding the use of vacation time must be given by the employee to their immediate supervisor by no later than 4:00 p.m. on the day preceding the contemplated vacation day(s). The immediate supervisor must notify the Assistant Superintendent of Finance and Operations or his/her designee of the vacation time notices received for all employees in their buildings by no later than 4:00 p.m. on the day preceding the vacation time use.

- B. Paid vacation allowance shall accrue as follows:
1. For those employees who have actually worked for the City of Lowell for thirty (30) weeks in the aggregate during the first twelve (12) months preceding the first day of June in each year there shall be given two weeks' vacation. Notwithstanding that each newly hired employee shall accrue one (1) day of earned vacation for each three (3) weeks worked, up to a maximum of two weeks' vacation.
 2. After five years of service for the City of Lowell three weeks' vacation.
 3. After ten years of service for the City of Lowell four weeks' vacation.

4. After fifteen years of service for the City of Lowell five weeks' vacation.

5. Employees who are unable to utilize all of their vacation entitlement in any year of the contract shall be reimbursed by the School Committee on the first pay period in January in full to compensate such employees for the loss of such vacation entitlement. Custodians shall take not less than two weeks of annual paid vacation. Any unused vacation in excess of two weeks shall be paid to a custodian at the regular rate in the first pay period of the following January.

C. The following paid holidays as celebrated under the Laws of the Commonwealth of Massachusetts shall be granted to all employees, including any of such days as may fall on Saturday.

1. New Year's Day
2. Washington's Birthday
3. Patriot's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Martin Luther King Day
11. Full day before Christmas
12. Christmas Day
13. Good Friday
14. Day After Thanksgiving

D. The pay for holidays shall be one full regular day's pay at the straight time rate. If a holiday occurs on a regular day off of an employee (i.e. Saturday or Sunday) and the Committee or Superintendent of Schools elects to close the offices and/or schools in recognition of the holiday (i.e. close central office and the schools on Friday July 3rd in recognition of the Saturday July 4th holiday), employees will work four (4) regular days and be compensated for five (5) regular days instead of working five (5) regular days and being compensated for six (6) regular days of work.

E. Any employee required to work on a holiday shall receive, in addition to his holiday pay, time and one-half (1 ½) for all hours worked.

F. Longevity: Effective July 1, 1984, longevity pay shall be paid to all members of this unit with more than one year of continuous service. Longevity pay shall be calculated on an individual basis in accordance with the following schedule: (three tenths of one percent) - .003% x Number of continuous service as an employee of the City of Lowell x Base Salary = Longevity Pay.

For the purposes of the calculation of longevity pay, continuous service as an employee of the City of Lowell shall, except as hereinafter modified, mean only uninterrupted permanent service as an employee for the City of Lowell. However, employees with ten (10) years or more of uninterrupted permanent service as an employee of the City of Lowell shall, after such ten (10) years, be eligible to count prior broken permanent service with any other department of the City of Lowell as “continuous permanent service as an employee of the City of Lowell” for the purposes of this longevity article. Such other prior broken permanent service with the City shall, after said ten (10) years, be computed as continued permanent service as an employee of the City of Lowell for purposes of longevity payments.

Longevity pay shall not be considered part of the base salary for purposes of computing vacation pay, sick leave or overtime. However, longevity pay shall be included for purposes of computation of retirement benefits and deductions therefor.

Payment of the per annum amount under paragraph 3 above shall be made for those employees whose eligibility anniversary dates fall between July 1st and December 31st on the second payday of the month of December, and for those employees whose eligibility anniversary dates fall between January 1st and June 30th, payment of the second payday of the month of June. If an employee retires or terminates employment without fault between payment dates, payment shall be made pro rata for any unpaid longevity due from last service anniversary date to the date of retirement or termination without fault.

Longevity pay shall be frozen at the June 30, 1989 money rate for current employees. Any employee hired after June 30, 1989 shall not be entitled to longevity pay.

ARTICLE XVIII

Evaluations

1. The building Principal is responsible for the final evaluation of all custodial personnel assigned to the building.
2. The Senior Custodian and the Supervisor of custodians shall be contributing evaluators.
3. The School Committee and U.T.L. immediately enter into good faith bargaining regarding the evaluation format and procedure.

ARTICLE XIX

Seniority and Bidding of Jobs

- A. Promotions, transfers and matters covered by Civil Service shall be governed by Massachusetts General Laws Chapter 31 as amended.

B. An employee shall acquire seniority status upon the completion of thirty (30) days employment and upon completion of which his or her seniority shall date back to the first day of his or her employment in the School Department as a permanent employee in grade. Grade shall be the last position that the employee has been permanently appointed to.

C. Bidding of jobs will be governed by seniority of those employees with the selection by building principal and approval of Superintendent of School or, in the case of a building where no principal is assigned, by selection of the Superintendent of Schools. Vacancies or new positions must be filled by one of the three most senior bidders for the vacancy or position.

D. When a school building is replaced by another school, the employee of the former school shall have first choice of positions in the school used as a replacement with the selection by the building principal and approval of the Superintendent of Schools.

E. Notices for bids must be posted in all school seven (7) days before the closing of the bid.

F. When vacancies occur or new positions are created, the job shall be filled by one of the four most senior bidders for the vacancy or new position, with the selection being made by the building principal with the approval of the Superintendent of Schools. The Union shall receive immediate notices of all vacancies or new jobs, and it is agreed that action for filling said vacancy or new job will be instituted within five (5) days thereafter. In the event the selected bidder does not want the job, he or she must notify the union and employer within five (5) days and said position must be filled within an additional five (5) days thereafter by the selection of either of the three remaining bidders or the fifth most senior bidder. The selection process shall continue to provide a pool of applicants of no less than four candidates from which the building principal may make a selection. Selection shall be made by the building principal with the approval of the Superintendent of Schools.

G. Employees that are absent due to sickness or other reasons shall be replaced as soon as possible, all reasonable efforts shall be made to so replace within twenty-four (24) consecutive hours.

If such person is not replaced immediately, personnel within the system shall be allowed two (2) hours overtime to clean the above person's area, personnel within each building having preference.

Personnel within the system shall be allowed two (2) hours overtime to clean the above person's area, personnel within the building having preference, from the opening of schools in any given year until the close of schools in any given year, excluding school vacation periods, in the event that the employee requested and was granted vacation time use.

The Senior Custodian will notify the Principal prior to assigning custodial staff to work the two-hour "man-out" overtime.

Any abuse of the provisions of this Section G shall allow the building principal to restrict the amount of overtime for replacements as stated.

H. It is expressly and agreed that this Article XIX is not restrictive as to the building principal's right to reassign at any particular school personnel from one shift to another shift. However, before any such reassignment, the building principal will engage in a dialogue with the Union President as to the contemplated shift reassignment, but the final decision as to such reassignment shall vest solely with the building principal with approval of the Superintendent of Schools, whose decision thereon shall be final and binding and not subject to the grievance procedure hereof or to arbitration. It is understood, however, that transfers from one school to another are subject to the bidding process based on seniority in the school department but that the transfer from one shift to another shift applies only on a school by school basis based on seniority within the particular school in question.

I. Except as to grievance concerning (1) calculation of seniority, and (2) failure to fill a vacancy or new position from among the three most senior bidders, a decision of the principal with the approval of the Superintendent or a decision by the Superintendent pursuant to this Article shall be final and neither grievable nor arbitrable.

J. Assignment shall be made without regard to the sex, sexual orientation, age, marital status, nationality, race, color, creed, or disability of the employee.

K. The Committee will fill building service positions with permanent employees which are unfilled (on June 26, 2017) with permanent employees.

ARTICLE XX

Wage and Salary Schedule

Wages and shift differentials shall be paid in accordance with the schedule attached hereto and entitled Appendix A, and shall be effective as indicated thereon.

Union agrees to receive their pay every two weeks at the Committee's option, beginning on the last day of the Contract; however, the Union has the option to delay implementation for six (6) months, which option must be exercised in writing by June 30, 2016.

On the day of the mid-point of the 2017/2018 work year, there shall be a 2% salary increase to all steps and lanes.

On the last day of the 2017/2018 work year, there shall be a 1% salary increase to all steps and lanes.

On the first day of the 2018/2019 work year, double Steps 5, 6, and 7.

On the day of the mid-point of the 2018/2019 work year, there shall be a 2% salary increase to all steps and lanes.

On the last day of the 2018/2019 work year, there shall be a 1% salary increase to all steps and lanes.

On the first day of the 2019/2020 work year, double Steps 5, 6, and 7.

On the day of the mid-point of the 2019/2020 work year, there shall be a 2% salary increase to all steps and lanes.

On the last day of the 2019/2020 work year, there shall be a 1% salary increase to all steps and lanes.

ARTICLE XXI

Shift Differential

The shift differential shall be as set forth in Appendix A attached.

Effective July 1, 2018, employees assigned to a 10:00 a.m. to 7:00 p.m., 8:00 a.m. to 5:00 p.m., and 9:00 a.m. to 6:00 p.m. variable schedule, as described in Article IV, Hours of Work, Section I, shall receive 50% of the night shift differential as outlined in Appendix A.

Excepting watchman, all employees assigned to shifts starting on or after 1:00 p.m. on any given day shall receive in addition to their base pay a shift differential in accordance with wage in increase set forth in wage and salary schedule per week. It is understood that the shift differential will be paid to those regularly assigned to such shifts for their vacation periods, sick leave, and holidays. Custodians working the third shift at the Lowell High School shall receive a \$45.00 shift differential in weekly base pay. The shift differential will not be paid to temporary replacements for those assigned to said shifts (Note: this paragraph was Article XXVI in the previous Contract).

ARTICLE XXII

Use of School Facilities

Subject to rules and established by the Committee for Use of School facilities or buildings, U.T.L. will have the same rights as other organizations grouped under Class B of said Committee rules for Use of School Buildings. The 30-day notice of request for use of school buildings, shall not apply to U.T.L. which shall be allowed usage upon approval of the Superintendent or his designee.

ARTICLE XXIII

Effect of Agreement

Should an Article, Section or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause as the case may be shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement, if not effected by the deleted Articles, Sections or Clauses.

ARTICLE XXIV
Reopening of Contract

On or after January 1, 2020 either party may notify the other of the terms and provisions it desires in a successor Agreement. The parties shall proceed forthwith to negotiate with respect thereto. Notification under this section shall be accomplished by the Union's delivering a copy of its proposals to the School Committee or vice versa.

ARTICLE XXV
Emergency Personnel List

In the event that the requirements of the School Department make it necessary to require on a temporary basis additional personnel for a particular emergency, the Superintendent shall inform U.T.L. of this need and work with U.T.L. to assign personnel to achieve this goal, prior to the assignment of personnel.

A list of personnel available for such emergencies shall be formed from which custodians who have completed their normal workday may be assigned. In the event no custodians are available from the emergency list the Superintendent and U.T.L. will discuss and agree as to the temporary emergency assignments.

Nothing in these provisions shall operate or be utilized contrary to Article 4 or Article 19 or any other article of this Agreement.

ARTICLE XXVI
Degree Credits

The Committee will create a program where courses will qualify for undergraduate credit towards a Bachelor's Degree or Associates Degree, to be run in conjunction with the Lowell Teacher Academy.

ARTICLE XXVII
Sole Custodian Differential

Each custodian or senior custodian solely assigned to a building shall be paid an additional ONE MAN PREMIUM. See salary schedule Appendix A.

ARTICLE XXVIII
Mileage Allowance

Mileage allowance in the amount of \$45.00 per month shall be granted to Electricians and Carpenters actually working during any given month. Any employee who uses his or her motor vehicle for work related duties shall be reimbursed the IRS rate as documented and approved by the Supervisor of Custodians.

ARTICLE XXIX

Clothing Allowance

Effective July 1, 2010, each employee shall be paid a clothing allowance of \$ 400.00 per year in each year of the contract. The clothing allowance shall be paid on the anniversary date of the contract in each year of the contract.

The Committee will provide each employee with four (4) shirts approved by the Committee, at no cost to the employee. All employees are required to wear the shirts approved and provided by the Committee during their assigned work shifts. The Committee will provide each employee with two (2) shirts approved by the Committee per year in each year of the contract, at no cost to the employee. All employees are required to wear the shirts approved and provided by the Committee during their assigned work shifts. Employees will be allowed to purchase additional shirts approved by the Committee, at the employees' sole expense, under the established contract pricing with the vendor awarded the contract to supply the shirts approved by the Committee.

ARTICLE XXX

Senior Custodian Differential

The SENIOR CUSTODIAN and SENIOR CUSTODIAN (High School) shall be upgraded to maintain the difference (at least \$8.00) between their pay and that of the Custodian with the shift differential. See Salary schedule Appendix A.

ARTICLE XXXI

Acting Senior Custodian

Whenever a shift in a school building or facility is without its Senior Custodian for a period of five or more working days, the senior-most custodian on that shift in that building or facility shall assume the position of Acting Senior Custodian for that shift and shall be compensated at the same rate of pay as that of a Senior Custodian. Such pay shall become effective as of the first date of the vacancy created. This Article shall not apply to vacancies created solely by a regularly scheduled vacation period for a Senior Custodian.

ARTICLE XXXII

Security Guards

1. Security Guards shall be covered in all respect regarding the terms and conditions of their employment under the current collective bargaining agreement between U.T.L. (school custodians) and the School Committee and the terms of this memorandum.

2. The work year for all security guards shall begin five (5) working days prior to the first scheduled day for students and shall end five (5) working days after the last day for students of each school year.

3. Security guards may elect to work as temporary custodians during the period following five (5) working days after the last day for students until five (5) working days prior to the first scheduled day for students each year. If a security guard wishes to elect to work in such a position he/she shall notify the Director of Operations and Maintenance on or before May 15th of each year. If a security guard shall fail to work during this period, his/her weekly pay shall be suspended and he/she shall be paid for only those weeks worked.

Security guards may be required to work as temporary custodians in their normal assigned schools during the December, February and April school vacation periods, at the sole discretion of the building principal.

4. Salary and wages shall be paid in accordance with the applicable step of the salary schedule of the collective bargaining agreement.

5. The Lowell School Committee (LSC) shall direct the Lowell High School sub-committee (of the LSC) to investigate and consider additional training for security guards in all requirements of the job.

6. Security Guards shall be granted a half day before Thanksgiving as a paid holiday. The work day for the Security Guards on the day before Thanksgiving shall conclude thirty (30) minutes after the dismissal of students. It is understood, however, that the granting of a half day before Thanksgiving as a paid holiday shall not result in overtime being paid. Security Guards shall not be permitted to work overtime on the day before Thanksgiving.

ARTICLE XXXIII

Building Area Assignments

Written work assignments shall be provided to the Principal or Assistant Principal of each school building at the beginning of each school year by the Senior Custodian or the custodian in charge of each building. The assignments shall set forth the areas and/or rooms of each building and a designation of the custodian responsible for each such area and/or room.

It is further understood and agreed that the Senior Custodian or custodian in charge of each building shall continue to have authority for the assignment of the areas and/or rooms to the custodians in he/her building, having due regard for effective maintenance and the educational program in that building in making such assignments.

The written work assignments shall be updated by the Senior Custodian or custodian in charge from time to time to reflect any changes in the work assignments of each custodian.

The Principal, as head of the building, will review with the Senior Custodian all work area assignments to effectively maintain the building.

Custodial Supervision:

1. The building Principal supervises all custodians in the building.
2. The Senior Custodian supervises the junior custodians in the building. Senior Custodians are responsible under direction of the building principals, for management and operation of the physical plant and the school cleaning program.

3. The Supervisor and Custodians is responsible for overall coordination and control of all custodial operations.

4. During school recess and vacation periods, the Supervisor of Custodians is responsible, as the principal's designee, for custodial supervision at all buildings.

ARTICLE XXXIV

Just Cause

No building service employee worker will be disciplined or discharged without just cause.

ARTICLE XXXV

Education of Children of Employees

The committee can no longer afford to educate the children of employees who reside outside of the City of Lowell. The Committee has given notice that it will end such courtesy at the end of this school year, as publicly voted and relayed by letter and bargaining proposals. However, considering its potential cost savings, the Committee will agree to extend this courtesy only for children who were enrolled in Lowell Public Schools on or before October 1, 2016 and have been continuously enrolled since then.

Side Letters

1. The Committee and Union agree to establish a Joint Study Committee to review a four (4) day summer work week option for building service employees. A four (4) day summer work week may be implemented in the 2nd year of the contract if an agreement is reached by June 30, 2013.
2. The Committee and Union agree to establish a study group to discuss language that would be suitable for Military Leave Language.

Appendix A

Custodian Salary Grid

7-1-17 thru 1-1-20

Title	STEP	0%	2%	1%	0%	2%	1%	0%	2%	1%	
		7/1/2017	1/1/2018	6/30/2018	7/1/2018	1/1/2019	6/30/2019	7/1/2019	1/1/2020	6/30/2020	
Senior Custodian	1st	833.79	850.46	858.97	858.97	876.15	884.91	884.91	902.61	911.63	
	2nd	857.23	874.38	883.12	883.12	900.79	909.79	909.79	927.99	937.27	
	3rd	875.43	892.94	901.87	901.87	919.91	929.10	929.10	947.69	957.16	
	4th	957.80	976.96	986.73	986.73	1,006.46	1,016.53	1,016.53	1,036.86	1,047.23	
	10 yrs	5th	960.83	980.05	989.85	992.97	1,012.83	1,022.96	1,029.39	1,049.98	1,060.48
	15 yrs	6th	964.64	983.93	993.77	1000.82	1,020.84	1,031.04	1,058.41	1,079.58	1,090.37
	20 yrs	7th	968.05	987.42	997.29	1007.86	1,028.02	1,038.30	1,060.07	1,081.27	1,092.08

Junior Custodian	1st	756.22	771.34	779.06	779.06	794.64	802.58	802.58	818.64	826.82	
	2nd	778.72	794.30	802.24	802.24	818.28	826.47	826.47	843.00	851.43	
	3rd	796.75	812.69	820.81	820.81	837.23	845.60	845.60	862.51	871.14	
	4th	819.29	835.67	844.03	844.03	860.91	869.52	869.52	886.91	895.78	
	10 yrs	5th	822.31	838.76	847.15	850.27	867.27	875.95	882.38	900.03	909.03
	15 yrs	6th	826.12	842.64	851.07	858.12	875.28	884.03	911.40	929.63	938.92
	20 yrs	7th	829.53	846.12	854.59	865.16	882.46	891.29	913.06	931.32	940.63

Senior Custodian - LHS	1st	935.92	954.64	964.19	964.19	983.47	993.31	993.31	1,013.17	1,023.30	
	2nd	959.01	978.19	987.97	987.97	1,007.73	1,017.81	1,017.81	1,038.16	1,048.54	
	3rd	976.83	996.37	1006.33	1006.33	1,026.46	1,036.72	1,036.72	1,057.46	1,068.03	
	4th	1116.13	1138.45	1149.83	1149.83	1,172.83	1,184.56	1,184.56	1,208.25	1,220.33	
	10 yrs	5th	1119.16	1141.54	1152.96	1156.07	1,179.20	1,190.99	1,197.42	1,221.37	1,233.58
	15 yrs	6th	1122.97	1145.43	1156.88	1163.92	1,187.20	1,199.07	1,226.44	1,250.97	1,263.48
	20 yrs	7th	1126.38	1148.91	1160.40	1170.96	1,194.38	1,206.33	1,228.10	1,252.66	1,265.19

Security Guard	1st	756.22	771.34	779.06	779.06	794.64	802.58	802.58	818.64	826.82	
	2nd	778.72	794.30	802.24	802.24	818.28	826.47	826.47	843.00	851.43	
	3rd	796.75	812.69	820.81	820.81	837.23	845.60	845.60	862.51	871.14	
	4th	819.29	835.67	844.03	844.03	860.91	869.52	869.52	886.91	895.78	
	10 yrs	5th	822.31	838.76	847.15	850.27	867.27	875.95	882.38	900.03	909.03
	15 yrs	6th	826.12	842.64	851.07	858.12	875.28	884.03	911.40	929.63	938.92
	20 yrs	7th	829.53	846.12	854.59	865.16	882.46	891.29	913.06	931.32	940.63

Night Shift Differential (353)	49.62	50.61	51.11	51.11	52.14	52.66	52.66	53.71	
Sole Custodian Differential (354)	29.76	30.35	30.66	30.66	31.27	31.58	31.58	32.22	
Third Shift Differential - LHS (355)	62.53	63.78	64.42	64.42	65.70	66.36	66.36	67.69	
Variable Schedule Differential	24.81	25.30	25.56	25.56	26.07	26.33	26.33	26.86	

2015-2016 January 1

10 yrs	\$ 156.00	3.03	3.09	3.12	6.24	6.37	6.43	12.86	13.12
15 yrs	\$ 352.00	6.84	6.97	7.04	14.09	14.37	14.51	29.02	29.60
20 yrs	\$ 528.00	10.26	10.46	10.57	21.13	21.55	21.77	43.54	44.41

Appendix B - Grievance Report Form

GRIEVANCE REPORT FORM

Complete where applicable – submit in triplicate. If more space is needed use reverse side.

A. Date grievance occurred: _____

Brief description thereof: _____

Signed: _____ Grievant or Steward

2. **Step One:** Date of presentation to immediate supervisor: _____

Disposition: _____

Signed: _____ Signed: _____ Immediate Supervisor
Grievant or Steward

3. **Step Two:** Date of presentation to Director of Operations: _____

Disposition: _____

Signed: _____ Signed: _____ Director of
Operations Grievant or Steward

4. **Step Three:** Date of presentation to Superintendent of Schools: _____

Disposition: _____

Signed: _____ Signed: _____
Superintendent/Designee Grievant or Steward

5. **Step Four:** Date of written hearing request to School Committee: _____

Date of School Committee meeting with U.T.L.: _____ Disposition:

Signed: _____

Chrm. School Committee Steward U.T.L.

6. **Step Five:** Date written grievance referred to binding arbitration: _____

Signed: _____ Steward U.T.L.

7. Date of Binding Arbitration Hearing: _____

Disposition: Date Arbitrator's binding decision received: _____

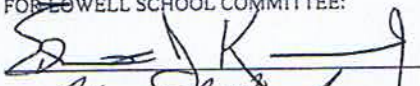
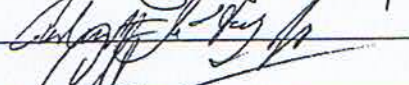
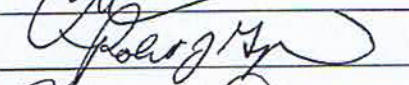
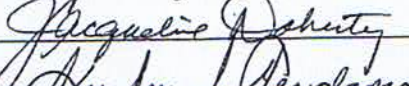
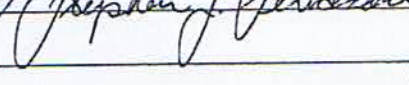
Signed: _____ Superintendent of Schools

(Copy of Arbitrator's binding decision attached)

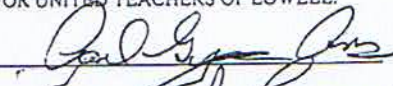

SIGNATORY CLAUSE

In witness thereof, the parties to this agreement have caused these present to be executed by themselves or their agents duly authorized this 26th day of June 2017.

FOR LOWELL SCHOOL COMMITTEE:

FOR UNITED TEACHERS OF LOWELL:

COLLECTIVE BARGAINING

AGREEMENT

between

THE LOWELL SCHOOL COMMITTEE

and

UNITED TEACHERS OF LOWELL

**~ BUILDING SERVICE EMPLOYEES ~
JULY 1, 2016 – JUNE 30, 2020**

