

COLLECTIVE BARGAINING AGREEMENT

by and between the

HUDSON SCHOOL COMMITTEE

and the

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO, LOCAL COUNCIL 93

HUDSON PUBLIC SCHOOLS

CUSTODIANS LOCAL

July 1, 2023 – June 30, 2026

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This Contract is entered into this _____ day of _____ 20____ between the SCHOOL COMMITTEE OF THE TOWN OF HUDSON (hereinafter sometimes referred to as the "Committee" or "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93, HUDSON SCHOOL CUSTODIANS (herein sometimes referred to as the "Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours or work, and other conditions of employment.

ARTICLE 1 - SCOPE

- 1.1 The Committee recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, standards of productivity, and performance, and other conditions of employment for all full-time and regular part-time custodians, employed by the Hudson Public Schools as certified by the Massachusetts Labor Relations Commission in MCR-3904 and excluding all other employees. Nothing contained in this Agreement shall be interpreted to exclude the use of student custodial assistants where such usage is "assistance" and not "replacement".
- 1.2 This Contract is a complete agreement between the parties covering all subjects of bargaining for the term hereof.
- 1.3 All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Union any modification or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 2 - RIGHTS OF THE COMMITTEE

- 2.1 It is acknowledged that the Committee has the final responsibility of providing for the operation of the Hudson Public School buildings under methods which will further to the fullest extent possible the safety, welfare, and health of the school children of the Town of Hudson under conditions which will insure economy of operation, quality of performance, cleanliness of the buildings, and protection of the property. To this end, the parties acknowledge that the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, except as expressly modified by a specific provision of this Contract.
- 2.2 As to every matter not expressly covered by this Contract, and except as expressly or directly modified by clear language in a specific provision of this Contract, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

ARTICLE 3 - CONTINUITY OF EMPLOYMENT

- 3.1 The Union and its members, individually and collectively, agree for the term hereof that they shall not cause, sponsor, sanction, assist, or participate in any strike, work stoppage, concerted absence, or refusal to perform assigned duties, or other illegal activities directed against the Town of Hudson during the term of this Contract.
- 3.2 Employees who participate in such activities may be disciplined or discharged as the Committee in its judgment deems proper. Said discipline shall be final and binding on the parties affected thereby and not subject to the grievance and arbitration procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.
- 3.3 In connection with any negotiations for a successor Agreement held pursuant to Article 23, said negotiations shall be conducted without the threat of sanctions or strikes by either party, or any outstanding differences shall be referable only to mediation, fact finding, or other statutory impasse procedure provided for the General Laws of the Commonwealth.
- 3.4 The Employer will not interfere with or discriminate in any respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of members of this bargaining unit, nor will the Employer discourage membership in the Union or encourage membership in any other union.
- 3.5 The Union recognizes its respective responsibility as the exclusive bargaining unit without discrimination, interference, restraint, or coercion.
- 3.6 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement gender identity, religion, limited English proficiency, sexual orientation, disability or housing status
- 3.7 The Employer and the Union agree that they will not discriminate against any employee for exercising their rights under the provisions of Chapter 150E, Section 10 of the General Laws of Massachusetts.

ARTICLE 4 - GRIEVANCES

- 4.1 For the purposes of this Contract, a grievance shall be defined as any complaint by the Union and/or an employee covered by this Agreement that there has been a violation or misinterpretation of a specific provision of this Contract.
- 4.2 The purpose of this procedure is to secure with the Director of Buildings and Grounds satisfactory solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 4.3 Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with the Director of Building and Grounds, the Superintendent, or designee, provided however that the adjustment of the complaint under Article 4.3 shall not be a violation of any other Article of this Contract. If the employee so chooses, a representative of the Union may be present at the adjustment of the complaint. If the

Director of Buildings and Grounds, Superintendent, or designee has not responded or has not adjusted the matter in a manner satisfactory to the employee and Union within a period of five working days following the discussion, the Employee may file a grievance pursuant to Article 4.6, provided that (1) the discussion occurred within five working days of the incident giving rise to the complaint and (2) the grievance is filed within five working days following the end of the period allowed for the Employer's response to the discussion. Whenever an adjustment is made under this Article, the Union will be notified within five days of such adjustment.

- 4.4 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may be extended only by a prior express written agreement of the respective parties or their representatives.
- 4.5 If at the end of seven (7) working days following the incident giving rise to the grievance, the grievance shall not have been properly presented in accordance with this Article at Step One, the grievance shall be deemed to have been waived, and shall not be eligible for further processing. If the action required to present a grievance at any step is not taken within the time specified therein, the grievance shall be deemed to have been settled on the basis of the decision last made.
- 4.6 Subject to the foregoing, all grievances must in all cases be processed in accordance with the steps, time limits, and conditions herein set forth:

Step One: Unless the grievance has been discussed pursuant to Section 4.3, the custodian or a Union Steward shall present the grievance in writing to the employee's Director of Buildings and Grounds within five (5) working days of the date of the incident giving rise to the grievance. The Director of Buildings and Grounds shall schedule a meeting with the grievant and shall respond to the grievant or steward, in writing, within five (5) working days.

Step Two: If the grievance has not been settled at Step One, it shall be presented in writing by the employee or their steward to the Superintendent within five (5) working days after the Director of Building and Grounds' response is due. The Superintendent or the Superintendent's designee shall meet with the employee and/or steward within five working days of receipt of the grievance and shall respond in writing within five working days after the meeting.

Step Three: If the grievance has still not been settled within the fifteen (15) working days after written submission to the Superintendent or a meeting with the Superintendent, the Union may, by giving written notice to the Superintendent, submit the grievance to arbitration.

ARTICLE 5 - ARBITRATION

- 5.1 In the event the Union elects to submit a grievance to arbitration, the arbitrator shall be selected according to the Rules and Regulations of the American Arbitration Association.
- 5.2 The fees, if any, for the arbitrator shall be shared equally by the Committee and the Union, but each party shall bear the expenses of the representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present, or future member of the Committee, have any personal obligation for payment under the provisions of this Contract.

- 5.3 The arbitrator shall be bound by the procedures set forth in the Voluntary Labor Arbitration rules as now in effect or hereafter modified by the American Arbitration Association. The arbitrator's award shall be in writing, and shall set forth findings of fact with reasoning and conclusions. The arbitrator shall arrive at their decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this Agreement and in reaching a decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are not restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The arbitrator shall be without power or authority to make any award which would require the Committee to do an act prohibited by law. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Union, and shall be final and binding upon the Committee and the Union, and the employee, or group of employees who initiated the grievance.
- 5.4 Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE 6 - UNION REPRESENTATIVES

- 6.1 A written list of Union Stewards and other representatives shall be furnished to the Employer as soon as feasibly possible after their designation, and the Union shall notify the Employer of any changes when they occur.
- 6.2 The Employer agrees to permit representatives of the Union to enter the premises at reasonable times for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided that notification is made in advance of the intended presence of said representative.
- 6.3 On commencement of employment, the Employer shall grant the Union Steward thirty (30) minutes of paid time to issue a union contract, a membership application and discuss other union business with the new employee.

ARTICLE 7 - HEALTH AND WELFARE

- 7.1 The Employer agrees to that ratio of group health and life insurance payments permitted by law and voted at the Annual Town Meeting.

ARTICLE 8 - PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE

- 8.1 The provisions of this Agreement shall not apply to employees during the first six months of employment which shall be a probationary period. During the probationary period, an employee may be disciplined or discharged at the sole discretion of the Employer and no such actions shall be subject to the grievance and arbitration procedures.
- 8.2 No employee who has completed the initial probationary period shall be disciplined or discharged without just cause. If an employee is suspended or discharged, the Employer shall notify the employee and the steward, in writing, as soon as possible.

- 8.3 Any employee who receives a written reprimand has the right to submit a written response explaining their position and the written response will be included in the employer's personnel file.
- 8.4 In case of discharge, a non-probationary employee affected may request and shall receive from the Employer in writing the reason for said dismissal.
- 8.5 When an employee is discharged by the Employer, the Union shall be promptly notified. Section #. All copies of warning notices shall be forwarded to the Union Office upon request.
- 8.6 In the event of illness or Employer dissatisfaction with an employee's work performance, the Employer reserves the right to request a one (1) month extension of the probationary period and the Union agrees that such request shall not be unreasonably denied.

ARTICLE 9 - SENIORITY

- 9.1 For the purposes of this Article, seniority shall be considered as the length of an employee's continuous service in the Hudson Public Schools. Continuous service means the most recent period of unbroken service in the Hudson Public Schools, provided that authorized leave of absence, military service, or layoff because of lack of work shall not be considered a break in continuous service for the purpose of establishing a seniority rating.
- 9.2 An employee shall lose seniority for the following reasons:
 - (A) They quit School Department employment.
 - (B) They are discharged and this discharge is not reversed through the grievance procedure set forth in this Agreement.
 - (C) They are absent on any working day without notifying the Employer. Exceptions will be made for circumstances which the Superintendent determines to be beyond the employee's control. Said determinations will be subject to a standard of reasonableness. After such absence, the Employer will send written notification to the employee at their last known address that they had lost their seniority, and that their employment has been terminated. If the disposition made of a complaint or a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.
 - (D) If they do not return to work when called from layoff as set forth in the recall procedure, exceptions shall be made only with the consent of the Employer.
 - (E) Failure to return from sick leave and leave of absence will be treated the same as (C) above.
 - (F) They retire.
- 9.3 Job Posting- Whenever a vacancy occurs or a new position is established within the system and is covered by the condition of this agreement, it will be adequately publicized electronically and distributed by district wide email for a period of seven (7) working days. Such notice shall

contain the school, pay, shift, hours, and duties and qualifications of the position. Employees wishing to be considered for such positions shall so notify the Superintendent or designee in writing within the seven (7) day posting period. The Union Steward will be notified at the same time as the awardee. This Provision shall in no way limit the Employer's right to seek external applicants if there are no qualified Bargaining Unit bidders in the Employer's judgement for the position.

- 9.4 The selection of an employee to fill the position shall be based on qualifications and ability as determined by the Superintendent or designee. Such a decision shall not be made in an arbitrary or capricious manner. Where the Superintendent or designee determines that qualifications and ability are relatively equal, seniority shall be the determining factor. Such selection shall normally be made within fifteen (15) days of the expiration of the posting period.
- 9.5 The successful applicant shall be given up to a sixty (60) day trial period in the new position at the applicable rate of pay. If, during or at the end of the sixty (60) day trial period, the Superintendent and their designee determines the employee is not qualified to perform the work, the employee shall be returned to the old position and rate of pay.
- 9.6 Layoff and Recall- In the event it becomes necessary to lay off employees, the Employer agrees to meet with the Union in advance of any layoff in order to discuss the provisions of this Article . Employees shall be given fourteen (14) calendar days' notice, in cases of any layoff. The Employer will offer a voluntary layoff first and the most senior affected employee shall have rights to such layoff. The employee with the least seniority in the classification shall be laid off first.
- 9.7 Laid off employee shall have recall rights for one (1) year from the date of layoff. In the event of recall, employees shall be recalled in the reverse order of the layoff (that is, the person laid off will be the person recalled, etc). Upon delivery of a recall notice to the employee's address of record, the employee will have ten (10) calendar days to notify the Employer of intent to accept recall and must begin work within fourteen (14) calendar days or on another date specified by the Employer.

ARTICLE 10 - TEMPORARY LEAVES

10.1 Sick Leave:

- (A) All full-time employees who have completed their six (6) month probationary period shall be entitled to one sick leave day per month, which shall be credited on the first day of each month, which shall be accumulated up to a maximum of 180 days.
- (B) The Committee at its discretion may require certification by a physician from employees absent for more than three (3) consecutive days before an employee may be eligible to qualify for sick leave.
- (C) When an employee finds it necessary to be absent because of sickness they shall report that fact to the Director of Buildings and Grounds and their immediate supervisor as soon as possible. This applies to all Custodians on all shifts. Except in case of an emergency, all sick calls should be reported as stated above. Sick leave will not be granted unless such report is timely made.

- (D) The Committee will provide each employee during July of each year with a memorandum listing the number of accumulated sick days that the employee had as of July 1st of that year.
- (E) The union and district agree that sick leave is a benefit intended to provide income protection in the event of personal illness. Regular attendance of employees is necessary to carry out the work of Hudson Public Schools. Continuity of service and coverage all rely on the dependability of staff to report to work as scheduled. It is recognized that abuse and/or excessive use of sick time places a hardship on each department and ultimately on student services.

When continued absences or patterns of sick leave occurrences from work suggest an abuse of sick leave, the Employee and the Union shall be notified in writing. After such notification, the Employer may deny sick pay. Continued abuse of sick leave will subject the Employee to progressive discipline.

A pattern of Sick Leave use may be defined as the repeated use of sick days on a particular day or before and/or after scheduled days off, weekends, or holidays, and number of occurrences.

The Superintendent of Schools or designee may require medical certificates.

10.2 **Bereavement Leave:**

Up to a maximum of five (5) days at any one time in the event of the death of an employee's spouse, significant other, child, brother, sister, parent, or immediate member of the employee's household.

Up to a maximum of three (3) days for employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

The Superintendent or designee may grant up to two (2) additional days for extenuating circumstances. The employee may use other available benefit time (vacation and personnel).

“Significant other” shall be defined as one adult other than a “blood relative” or an in-law, whom the employee identifies on a form provided by the employer, as residing in the employee's household with whom the employee has an emotional, physical and financial relationship similar to that of a married couple but whom the employee chooses not to marry or cannot legally marry. The two adults involved must share a mutual obligation of support for the basic necessities of life. This definition of significant other applies only to Bereavement Leave.

One day at any one time in the event of the death of an employee's grandparent or grandparent-in-law, uncle, aunt, niece nephew or first cousin.

An employee may request special consideration under this Section in the event of the death of an individual whose special relationship to the employee necessitates the presence or participation of the employee at services. This special consideration cannot be presumed; it must be approved in advance by the Superintendent of Schools or their designee.

These provisions shall be administered in light of their purpose, which is to provide the opportunity when needed to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

10.3 **Personal and Emergency Leave:**

All individuals who have been appointed to a permanent position, whether full or part-time, shall be entitled to the following personal leave per year. The leaves taken pursuant to this policy shall be in addition to any sick leave for which the employee is eligible:

- (A) Two (2) personal days' leave of absence for religious, personal, legal, business, household, or family matters which require absence from work during the normally scheduled work hours. Personal days may not be ordinarily used in conjunction with holidays or vacations. Exceptions must be requested and approved in writing by the Superintendent of Schools or designee. Applications for personal days' leave must be made in writing, except for emergencies, at least two working days prior to taking such leave. At the request of the Superintendent or designee, an applicant shall be required to state the reason for such leave to either the Superintendent or his designee. Unused personal days' leave under this policy automatically shall be converted to sick leave annually as of July first.

Effective the 2019-2020 school year one unused personal time off day will be rolled over to personal time off the following school year, the remainder will be converted to sick leave, not to exceed two (2) days. Banked personal time off days will not exceed three (3) in a school year for any bargaining unit member.

- (B) Time necessary for appearance in legal proceedings connected with the employee's employment in the Hudson Public Schools and/or in other cases where the employee has been cited as a material witness in a matter involving the Hudson Public Schools. This section shall not apply in instances where the employee is the plaintiff and the Hudson Public Schools the defendant in a legal matter.
- (C) A maximum of ten (10) days per school year for persons called into temporary active duty or any unit of the United States Reserves or the Massachusetts National Guard. Persons on such leave shall be paid the difference between their regular pay and the pay which they received from the state or federal government.

10.4 **Sick Leave Bank:**

The creation of a "Sick Leave Bank" (hereafter called "bank") for custodians shall be authorized as of July 1, 1992. The bank is for the exclusive use of those members of the bargaining unit who have exhausted their accumulated and annual sick leave and who were enrolled in the "bank" in accordance with the provisions listed below:

- (A) Individuals are eligible to join the "bank" only once per year, on September first, and failure to exercise one's opportunity to enroll on or before that date shall mean that an applicant must wait until the next September first in order to enroll.
- (B) The initial membership eligibility requirement is that a custodian interested in joining the "bank" must have a threshold figure of twenty (20) days' accumulated sick leave as of July 1, 1992 or any subsequent July first before becoming a "member". Membership shall

continue from year to year, unless the individual submits a written notice of withdrawal to the Superintendent of Schools on or before September first of any year.

- (C) An individual desiring to become a member of the "bank" shall notify the Superintendent of Schools, in writing, on or before July 1, 1992 or any subsequent July first, that they authorized the transfer or donation of two (2) days of their annual sick leave in order to fund the "bank" and become a member. The transferred days become the property of the "bank" and the donor forfeits any future claim to the days donated.
- (D) The "bank" shall only exceed a total of one-hundred and fifty (150) days by the number of days donated by new members joining as of an enrollment date. However, if the number of days in the "bank" falls below fifty (50) days, once that figure is reached each member shall be assessed one (1) additional sick day beyond their initial contribution made under Section (C) above. All unused days shall remain in the "bank" unless the Superintendent of School recommends to the School Committee that the "bank" cease to exist.
- (E) An individual who is retiring from the Hudson Public Schools may donate up to ten (10) of their sick leave accumulation to the "bank" by indicating that intention to the Superintendent of Schools, in writing, prior to the effective date of their retirement.
- (F) Those days set aside in the "bank" will be used to provide employee members of the "bank" extended sick leave at full pay upon exhaustion of their own individual sick leave, both annual and accumulated. No days may be withdrawn from the "bank" for use for any illness other than prolonged illness or accident of the member of the "bank". Days may not be withdrawn to permit an individual to stay at home to care for a member in their immediate family. Sick days withdrawn from the "bank" will be actual working days on which the employee would have normally been working. Holidays, weekends, and vacation days are hereby specifically excluded.
- (G) The "bank" shall be administered by the Superintendent of Schools. Sick leave days shall become immediately available to the employee upon approval of the Superintendent of Schools. Applications can be denied if any of the following apply:
 - (1) Prior use of personal sick leave;
 - (2) Insufficient medical evidence of need;
 - (3) Lack of days in the bank;
 - (4) Disability does not justify or warrant absence from employment;
 - (5) Other factors as the Superintendent may deem appropriate.

In instances where disagreement between the Superintendent of Schools and the applicant for use of sick leave bank days exists, the Superintendent shall make a recommendation to the School Committee concerning the award. The decisions of the School Committee shall be final and binding, and not subject to appeal or grievance.

- (H) The initial grant of days from the "bank" shall not exceed fifteen (15) days. Upon completion of the initial grant, the Superintendent may extend the grant by up to an additional forty-five (45) days, based upon demonstrated need by the applicant. Further grants beyond the second grant require the approval of the Superintendent of Schools and an affirmative vote of the School Committee.

10.5 Sick Leave Buy-Back:

- (A) All employees who have fifteen (15) years of service or more as employees shall, upon retirement or death, receive a Sick Leave compensatory benefit of Forty Five Dollars (\$45) per day for all accumulated sick leave.
- (B) The Hudson School Committee shall not be obligated to expend more than Seven Thousand Five Hundred Dollars (\$7,500) in a given fiscal year pursuant to this plan. In the event that this amount is insufficient to satisfy the requests of all applicants for a given year, applicants shall be disqualified in order of inverse date of receipt of their letter of application until the amount is sufficient to pay the remaining applicants. Disqualifying applicants in inverse order of seniority will break ties.
- (C) In the event of death, said situation shall take precedence over the above-mentioned procedure. Further, said sick leave compensatory benefit shall be paid to the employee's family regardless of the employee's length of service.
- (D) The sick leave compensatory benefit shall be paid by the August 31st immediately following the completion of the school year which is the applicant's last year of service in the Hudson Public Schools. However, employees shall have the option of receiving said benefit on January first following their retirement.
- (E) Benefits for less than full-time employees are prorated on actual service.

10.6 Parental Leave

Parental Leave. A staff member shall be entitled to a leave of absence per state and federal law.

- a. A member of the bargaining unit who becomes pregnant shall notify the Human Resources Department in writing approximately sixty (60) calendar days prior to the date the leave is to commence. During said childbearing leave the employee may use her accumulated sick leave for periods of actual disability as a result of the pregnancy.
- b. All members of the bargaining unit returning from a maternity leave of absence shall be restored to their previous or similar position with the same status, pay, length of service credit, and seniority as of the date of their leave.
- c. The Committee shall recommend to the Town of Hudson that a member of the bargaining unit on maternity leave be allowed to continue being covered under any health or medical insurance applicable to employees, provided that said member pays the full cost thereof.

ARTICLE 11 - JURY DUTY

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for Jury Duty. The employee must remit to the Employer any compensation received for jury duty other than reimbursement for expenses.

ARTICLE 12 - CLOTHING

- 12.1 The school custodian will be required to wear appropriate work clothes/footwear, other than the uniforms and footwear worn during the regular school year when stripping and waxing floors during school vacation periods. During such exemption periods, long pants and full coverage footwear will be required.
- 12.2 The Committee will provide each employee \$550 per fiscal year for use in purchasing work clothes and footwear.

ARTICLE 13 - WORK WEEK AND WORK DAY

- 13.1 The regular workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, 40 hours per week inclusive. Each employee shall be assigned to a regular shift. The first shift of eight (8) hours scheduled between 6:00 a.m. to 3:00 p.m., the second shift of eight (8) hours scheduled between 2:00am to 11:00pm. Flexible shift hours may be adjusted to better serve the needs of the district as circumstances may require. A thirty (30) day notice will be given for any permanent shift changes on an individual basis. The district reserves the right to make temporary changes.
- 13.2 It is recognized that all presently existing shift schedules may be altered by the Committee to serve the best interests of the Hudson Public Schools. If permanent changes in shift schedules are contemplated, the Union will be notified thirty (30) days in advance. If the Union so requests, the Superintendent or the Superintendent's designee will confer with the Union to discuss the reason for the change and will consider any suggestion the Union offers for consideration. Different shift schedules may be established at each school.
- 13.3 On days when school is not in session, the Employer may require second shift employees to work the first shift. Also, if the first shift employee is absent from work, the Employer may require a second shift employee to work the first shift. No employee shall be disciplined for having a justifiable reason for being unable to work their normal shift.
- 13.4 All employees shall receive a thirty (30) minute paid lunch period scheduled near the middle of the shift schedule, whenever possible. There will be one paid ten (10) minute coffee break during each shift. Employees shall notify the Director of Buildings and Grounds and school principal or designee prior to leaving the school building during the lunch period and only with approval during the work shift. In cases of emergency, an Employee may be called back to work from a meal period; however, no employee shall lose time left on their period because of such emergency.
- 13.5 The Employer may temporarily assign employees to buildings other than the one to which they are regularly assigned when the Employer determines that such reassignment is necessary. Said assignment may not be used to circumvent the obligation to post a vacancy pursuant to Section 9.3 of this Agreement.
- 13.6 It shall be a condition of employment that custodial employees are responsible for snow/ice removal to ensure safe access to the schools. The custodian on duty will remove the snow/ice. If in the judgement of the Director of Facilities or its designee, additional custodians are required, off duty custodians will be called and must report for snow/ice removal. Employees may, if in their judgment deem the roads unsafe for travel, may take personal time, if available, and if no

personal time is available to that employee, the employee will not be paid for that day. The Director or his designee may deploy manpower to any building based on need.

- 13.7 No split shifts shall be permitted unless mutually agreed upon between the Employer and the employee.

ARTICLE 14 - VACATIONS

- 14.1 Vacation leave request shall be submitted in writing at least two weeks in advance and shall be subject to the approval of the Superintendent or their designee provided that vacation leave requests not made at least two weeks in advance shall still be considered by the Superintendent. Such requests shall not be unreasonably denied; work requirements as determined by the Employer shall be cause to deny the request.

14.2 **Vacation Policy.**

- (A) Individuals who have been appointed to a permanent position, whether full or part-time, shall be eligible to earn vacation leave. A credit of one (1) day for each month worked prior to July first, up to a maximum of ten (10) days, may be earned annually. Vacation leave will be prorated pursuant to your hire date.
- (B) Individuals regularly scheduled to work less than fifty-two (52) weeks per year shall be eligible for a maximum of ten (10) days' vacation leave per year and are ineligible for additional days due to longevity.
- (C) Absent unusual circumstances, vacation leave may not be carried over from one year to another. However, upon written request to the Superintendent of Schools or designee, permission may be granted to carry over vacation leave for one year only. Requests for special consideration must be made in writing prior to May 15th of the year in which the leave was to have been used. Authorization for carrying over vacation leave shall be in writing.
- (D) Employees having five (5) or more years of continuous service shall be entitled to an additional five (5) days' vacation leave per year. Employees with ten (10) or more years of service shall be entitled to a total of ten (10) additional days per year. Employees with twenty (20) years of continuous service shall be entitled to a total of fifteen (15) additional days per year. The additional days for longevity shall be added to the vacation days earned annually.
- (E) Vacation leave must be taken accordingly to a schedule approved by the Superintendent of Schools or the Superintendent's designee. Previous notice and written approval is required before vacation leave can be utilized. Vacation leave shall be compensated at the employee's regular hourly rate times the number of hours they are usually scheduled to work, or at a per diem basis predicated on the annual salary. Pay shall be determined using the salary schedules in force at the time the leave is taken. Not more than two weeks' vacation may be taken at any one time unless written approval from the Superintendent or the Superintendent's designee has been requested and granted. The number of individuals on vacation leaves from any one facility or system-wide may be limited by the Superintendent of Schools, based on the Superintendent's or designee's

interpretation of the needs of the school system. Ordinarily, vacation leave shall be used only when schools are not in session. With the exception of unusual circumstances no member of this bargaining group may use vacation time two weeks prior to the start of school.

- (F) No employee of the Hudson Public Schools as of the date this policy is adopted shall be reduced in vacation leave by terms of this policy. They will benefit from it as they become eligible for vacation leave beyond that which they now receive.
- (G) Individuals on extended leaves of absences shall not earn vacation leave during the period of such leave.

- 14.3 Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay they would have received prorated from the time of the last vacation day to the date upon which the employee terminates. If termination is caused by death, such payment will be made as provided by will or by law.
- 14.4 All vacations must be approved by the Superintendent or designee at such times as, in the Superintendent's or designee's opinion, will cause the least interference with performance of the regular work of the Hudson Public Schools, but taking into account, as far as possible, the preference, according to seniority, of the individual employee within the school in which they are employed. Vacations must be taken in the fiscal year in which they are due, and shall not accumulate from year to year without prior written approval of the Superintendent or designee.

ARTICLE 15 - EVALUATION

- 15.1 The first six (6) months of employment shall be considered a probationary period during which the employee serves at the sole discretion of the Committee. The custodian shall be evaluated by the Director of Buildings and Grounds prior to the end of the probationary period. It is understood that if the employee is absent from work for a substantial period of time during the probationary period, the probationary period may be extended by the Superintendent or his designee, upon notice to the employee.
- 15.2 Each custodian will be evaluated at least once a year prior to June 30th by the Director of Buildings and Grounds, with input from the building principal. Evaluations will be narrative and will conclude with an overall rating of Outstanding, Good, Satisfactory, or Needs Improvement. . Each employee shall be given a copy of any evaluation and shall be afforded the opportunity to discuss the same with their supervisor. An employee signature in no way indicates agreement with contents. The employee shall be permitted to submit a written response which the supervisor will initial and attach to the evaluation. Ratings will not be subject to the grievance and arbitration procedures unless relied upon as the basis for discipline or discharge
- 15.3 If an employee's performance is rated as "Unsatisfactory" overall, they will be placed on probation for ninety (90) calendar days. At the end of ninety (90) calendar days, they will be evaluated again, and if the employee's performance is still rated as "Unsatisfactory" overall, that will constitute just cause for dismissal.
- 15.4 A custodian may move from one step to the next or from one schedule to the next if, and only if, the employee has a satisfactory evaluation or better. If the employee receives a rating of "Good"

or "Outstanding" at the end of the probationary period resulting from an unsatisfactory evaluation, s/he shall move to the next step upon receipt of such evaluation.

ARTICLE 16 - HOLIDAYS

- 16.1 (A) All regular full-time and part-time employees shall receive time off with pay on the following holidays, provided school is not in session:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Christmas Eve holiday – second shift only
Juneteenth	Christmas Day
Independence Day	

- (B) If school is in session on any of these holidays, the Superintendent shall designate a day during the next school vacation period as a replacement holiday. Under normal circumstances this alternative day will be a Monday or Friday, as determined by the Superintendent.
- (C) Holidays which fall on Saturday will be celebrated on the preceding Friday, unless school is in session, in which case the Superintendent shall designate a day during the next school vacation as a replacement holiday. This will be a Monday or Friday, as determined by the Superintendent.
- 16.2 Holiday pay may be denied an employee who, without an excuse satisfactory to the Superintendent, does not work their scheduled shift on their regularly scheduled working days immediately before and immediately after the holiday. A bona fide sickness shall be considered to be a satisfactory excuse.

ARTICLE 17 - OVERTIME

- 17.1 The normal work week shall be forty (40) hours. Employees will be paid overtime at time and one-half their regular work rate for any time worked in excess of forty (40) hours per week, or eight (8) hours per day. Exceptions may be made during the summer months to allow for forty hour work weeks with flexible daily scheduling. In computing overtime an employee shall be considered in full status when his total time worked plus total compensable time (e.g. sick leave, vacation, personal or holidays other than authorized paid leave) exceeds 40 hours in any given week.
- 17.2 It is recognized that the assignment of overtime work is the function of the Employer in keeping with its responsibility for meeting its obligations to the citizens of the community. Subject to the requirements of the Hudson Public Schools, the Employer reserves the right to assign employees to such work on an equitable basis.
- 17.3 An employee called back to work after having completed their assigned work, left their place of employment, and before their next regularly scheduled starting time shall not receive less than two hours of pay at time and one-half the regular hourly rate. Employees may be called back only

by the Director of Buildings and Grounds, Building Principal, Superintendent, Superintendent's designee, or the police or fire departments.

17.4 The Superintendent or designee may, at their discretion, schedule a custodian to perform a building check at any time during the year. Except in cases of emergency, the head custodian will normally perform building checks. If a custodian is scheduled to cover an event at school, the building check shall be performed during the time they are on duty for that event. Custodians scheduled for a separate building check shall be paid 2 hours. Pay will be at the overtime rate if beyond forty hours. Director of Buildings and Grounds will assign custodians to building checks for their schools and/or other schools.

17.5 Scheduled and Unscheduled Overtime Work

- A) No employee shall work overtime without the prior approval of their supervisor.
- B) Scheduled overtime- Scheduled overtime shall be on a voluntary basis first. There shall be no discrimination against employees who refuse scheduled overtime. The scheduled overtime shall be posted in each school by Friday. Shifts shall be awarded on a rotating basis to the most senior employee provided the employee has the ability and qualifications to perform the work needed.
- C) Employees shall not lose their turn in the rotation. When an Employee refuses voluntary overtime, it shall be counted as time served for the purposes of determining the employee's status in the rotation.
- D) Unscheduled overtime- If there are not enough volunteers, the Employer will fill in the shifts in the schedule starting with the least senior employee in a school who has the ability and qualifications to perform the work needed.
- E) Refusal to work overtime due to illness may require a doctor's note upon the request by the District. Childcare commitments or other justifiable reasons will not be unreasonably denied by the District.
- F) If unscheduled overtime work needs to be filled on that day, such hours shall be offered by seniority to those employees working on the job provided they have the ability and qualifications to perform the work needed.
- G) No employee shall be compelled to work more than sixteen (16) consecutive hours except by mutual agreement between the employee and their supervisor.

17.6 The Employer shall keep records of the overtime worked. In case of grievance involving such records, they shall be subject to examination by the Union representative or the shop steward in the presence of the Superintendent or designee.

17.7 If the Employer in approving the use of school facilities by outside groups determines that a custodian is required, the rate of compensation for such employee so engaged will be time and one-half per hour, if beyond forty hours per week. The Employer need not assign additional personnel if employees are already assigned to work during those hours when the facility is being used by an outside group. The building custodian, or the custodian involved, will be promptly furnished with a copy of each approved building use form for an outside group.

ARTICLE 18 – WORKER'S COMPENSATION

18.1 Any employee, when disabled by an accident or injury arising out of their employment, must file for benefits under the Worker's Compensation Act. Any injury must be reported in writing to the Principal, Maintenance Supervisor, or the Superintendent as soon as possible. The report of

injury shall be completed in triplicate and one copy forwarded to the Workmen's Compensation insurer as soon as practicable, and one copy retained in the employee's personnel file.

- 18.2 In the event that an employee is incapacitated as the result of a bona fide injury or sickness arising out of, or in connection with their service to the town, for which Workmen's Compensation is payable, they shall be granted the difference between Workmen's Compensation payments and their regular straight time rate of pay, provided they have sick leave available. An employee's sick leave will be reduced pro rata based on the relationship of their normal daily salary and the difference paid by the School Committee.
- 18.3 Any person who has lost a job as a result of an injury compensable under Chapter 152 of the General Laws shall be given preference in filling in the next vacancy for which they are qualified.

ARTICLE 19 - DUES DEDUCTION

19.1 The Union shall have the exclusive right to the check-off and transmittal of union dues on behalf of each employee.

19.2 An employee may consent in writing to the authorization of the deduction of Union dues from their wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the business office. An employee may withdraw their Union dues check-off authorization by giving at least sixty (60) days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to the business office; the Union will be immediately of such written request to withdraw union dues authorization.

19.3 An employee may consent in writing to the authorization of the deduction of an agency fee from their wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer, and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the business office. An employee may withdraw their agency fee authorization by giving at least sixty (60) days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to the business office; the Union will be notified immediately of such written request to withdraw agency fee authorization.

19.4 The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted provided that the Superintendent is satisfied by such evidence that he may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of their, in a sum and with such surety or securities as satisfactory to the State Superintendent.

19.5 An employee may consent in writing to the authorization of the deduction of a political education fund fee from their wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw their political education fund fee authorization by giving at least sixty (60) days' notice in writing to the business officer.

19.6 The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted provided that the Union is in conformity with the requirements of Section D4 of this Article.

19.7 The Employer shall be required to provide the Union upon written request electronically the following information:

- a. An up-to date- seniority list of all dues paying bargaining unit employees with the following information: Names, address, phone numbers, on file with the employer dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.
- b. An up-to date- seniority list of all non-dues paying bargaining unit employees with the following information: Names, address, phone numbers, on file with the employer, dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.

19.8 The Union hereby agrees to indemnify and hold the Committee harmless from any and all damages or liabilities which may arise from the performance of the Committee's obligations under Sections A. through F. in this Article.

ARTICLE 20 - WAGES

20.1 **Salary Schedules:** The basic wage schedules for employees covered by this Contract are set forth in Appendix A. The wage schedule set forth in the Appendix A is effective as of the dates indicated therein. An employee, who has been employed for six months or more effective July 1, shall be entitled to a step increase on that date, except as provided in Article 15 (Evaluation).

20.2 New Employees based on skills and experience, may be placed at any step on the compensation scale. Any present employee in the same job classification who can document the same or greater skill and experience as the new employee may appeal their step placement in writing to the Superintendent.

20.3 **Longevity Payments:** The following additional longevity payments shall be added to the annual salary as noted:

After ten (10) years of service but less than fifteen (15):	\$600
After fifteen (15) years of service but less than twenty (20):	\$750
After twenty (20) years of service:	\$900

Grandfather Clause: Employees who have attained five (5) to nine (9) years of service by June 30, 2004 shall be "grandfathered," and the following additional longevity payments shall be added to the annual salary as noted:

After five (5) years of service but less than ten (10): \$150.

These amounts are not cumulative.

20.4 When an employee is ordered to work temporarily out of classification in a higher paying position and remains in such position for two weeks, their pay shall be adjusted to reflect the rate

of compensation applicable to the higher rate position, retroactive to the first date of his temporary promotion.

- 20.5 (A) The employee who holds the position of **Mail Courier** will receive a stipend of \$200 per month, plus reimbursement for mileage at the rate approved for other Town employees, so long as he is required to use his vehicle to perform his duties. In the event the Mail Courier is absent, therefore a need of a temporary employee, the stipend for each day worked will be ten dollars \$(10).
- (B) A head custodian, other than the Administration Building Head Custodian, who uses his vehicle with the prior approval of the Director of Facilities to perform his duties, will receive a stipend of \$100 per month, plus reimbursement for mileage at the rate approved for other Town employees. The building principal may not request the head custodian to use his vehicle for school use. The head custodian will only be reimbursed if the Director of Facilities has given prior approval.
- (C) Head custodians who use their vehicles in the performance of their duties other than as provided in (A) or (B) above shall receive reimbursement for mileage at the rate approved for other Town employees.
- 20.6 **Severance Pay:** Upon retirement or death while in service, the employee or their designated beneficiary or, if none, the estate, will be paid \$50.00 per year for each year of service beyond five years.
- 20.7 **Direct Deposit:** All members of the bargaining agreement shall accept their paychecks through direct deposit to an account designated by the bargaining unit member. The district will provide guidance for present employees during the process of entering into the Direct Deposit system.

ARTICLE 21 - SEPARABILITY AND SAVINGS

- 21.1 If any Article or Section of this Agreement, or any riders thereto should be held invalid by operation of law or by any other tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- 21.2 This Article is not a waiver of any obligation the parties might have to bargain over the impact of a decision by the Employer to subcontract work previously performed by members of the bargaining unit.
- 21.3 No modifications of this Agreement will be effective unless reduced to writing and signed by the authorized representatives of the parties to this Agreement.

ARTICLE 22 - EDUCATIONAL INCENTIVES

- 22.1 **Educational Incentives**

Employees who have been employed for more than one school year and work more than half-time shall be eligible for reimbursement for one-half (50%) of the costs of fees and tuition of course(s) at a post-secondary institution or other continuing education facility, if applicable to his or her job assignment, provided a request for course(s) approval has been submitted to and approved in advance by the Superintendent or a designee. The amount of reimbursement shall be capped at 50% of the cost of comparable courses at the University of Massachusetts—Amherst. The nature of the course and its relevance to the employee's job assignment shall be indicated on the course approval form. Reimbursement will be made after credit is received for completion of the course.

An employee may be required or requested to take a particular course or courses by the Superintendent or a designee to obtain or improve skills needed for employment in the Hudson Public Schools. In this case, all fees, tuition, and costs of texts or materials shall be reimbursed at one hundred percent (100%) of actual costs.

All requests for reimbursement must be submitted for payment or encumbrance by April 1st of the budgetary year in which the course is taken. However, courses completed late in the fiscal year may be paid for in the following fiscal year if approved by the Superintendent or designee. If appropriate payment or encumbrance forms are not submitted by June 1st, the employee shall forfeit their opportunity for reimbursement.

ARTICLE 23 - RETIREMENT INCENTIVE

23.1 **Definitions:**

- (A) **"Applicant"** - An applicant is a contractual employee who has completed at least fifteen (15) years of service with the Hudson Public School system and is at least fifty-five (55) years of age as of the June 30th immediately following the completion of the school year in which they intend to be their last year of service in the Hudson Public Schools.
- (B) **"Retirement Incentive"** - The lump sum amount of Two Thousand Five Hundred Dollars (\$2,500), (less legally required tax withholding) shall be paid to the applicant under this plan, in recognition of their years of service to the Hudson Public Schools and the value to the educational system.

23.2 **Procedure:**

- (A) An applicant shall declare their intention to participate in this plan by submitting their written intention to resign, via certified mail, to the Office of the Superintendent of Schools by November 1st of the school year in which they intend to be their last year of service in the Hudson Public Schools.
- (B) The Hudson School Committee shall thereafter vote its acceptance of said resignation. Once said resignation is so accepted, the applicant may not revoke their resignation or withdraw from this plan unless the School Committee votes to consent to a written request for such revocation or withdrawal.
- (C) The retirement incentive shall be paid by the August 31st immediately following the completion of the school year which is the applicant's last year of service in the Hudson Public Schools. However, employees who retire in accordance with this provision shall

have the option of receiving the retirement incentive on January 1st following their retirement.

23.3 **Limitation:**

The Hudson School Committee shall not be obligated to expend more than Seven Thousand Five Hundred Dollars (\$7,500) in a given fiscal year pursuant to this plan. In the event that this amount is insufficient to satisfy the requests of all applicants for a given year, applicants shall be disqualified in order of inverse date of receipt of their letter of application, until the amount is sufficient to pay the remaining applicants. Disqualifying applicants in inverse order of seniority will break ties. An applicant so disqualified shall be freed from restrictions imposed by their letter of resignation, and free to reapply for a retirement incentive pursuant to the terms of this Article.

Benefits for less than full-time employees are prorated on actual service.

ARTICLE 24 – JOB DESCRIPTION

The Employer and the Union mutually agree on the employee job descriptions presently in effect as of the date of ratification of this Agreement. Whenever the Employer decides to change a classifications existing job description or institute a new one, it shall notify the Union in advance of the changes. The Union reserves the right to grieve any new job descriptions or changes to existing job descriptions, it is not in agreement with.

ARTICLE 25 – INSPECTION OF PERSONNEL RECORDS

Section 1. There shall be maintained in the central office of the school district, a current personnel record for all bargaining unit employees in accordance with M.G.L. c. 149, Section 52c.

Section 2. Each personnel record shall contain the following information:

- The employee's original application and references
- Employee's health records
- Service contract and agreements
- Pertinent communications pertaining to the employee
- Evaluations from the Employer

ARTICLE 26 – JOINT LABOR MANAGEMENT COMMITTEE

Section 1. With the aim of promoting better understanding between the parties, the Employer and the Union agree that informal meetings between the management and the Union can be held at mutually agreeable times and places to apprise the other of problems, concerns and suggestions related to the operations and the workplace. Agendas will be exchanged forty-eight (48) hours in advance.

ARTICLE 27 – EXTRACURRICULAR ACTIVITIES

Section 1. Whenever custodial services are required for non-school functions or for extracurricular activities, or whenever additional custodial personnel are required for extra work at any school, custodians shall be preferred for such work.

ARTICLE 28 – SNOW DAYS

Section 1. It shall be a condition of employment that custodial employees are responsible for snow/ice removal to ensure safe access to the schools. The custodian on duty will remove the snow/ice. Employees may, if in their judgement deem the roads unsafe for travel, may take personal time, if available, and if no personal time is available to that employee, the employee will not be paid for that day. If the District deems it necessary, off duty custodians will be called and must report for snow/ice removal. The Director of Facilities or designee may deploy workforce to any building based on need.

Section 2. Employees will be paid for the balance of their day when school has been cancelled after being called into session, or after employees have reported to work. Employees must work on such days and shall receive straight time compensation. In the event of snow removal activities and the school district is closed (Snow Days), no other work is to be assigned other than snow removal, salting and anything relevant therein, to the satisfaction of the Director of Facilities upon completion for their release.

Weekend- Employees shall be paid time and one half (1 ½) for all hours worked for weekend snow removal. There shall be a two (2) hour minimum for weekend snow removal.

SIDE LETTER – LABOR RELATIONS CONNECTIONS

On a trial basis beginning on July 1, 2022, the parties agree to use the services of Labor Relations Connections, LLC, for any arbitration not pending at the American Arbitration Association or before any arbitrator mutually selected by the parties. Unless a party notifies the other of the intent to terminate this Side Letter on or before July 1, 2023, the parties will use Labor Relation Connections, LLC for the duration of the collective bargaining agreement.

This Side Letter will sunset with the expiration of the collective bargaining agreement.

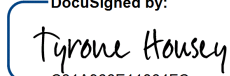
ARTICLE 29 - DURATION

24. This Contract will be in effect as of July 1, 2023 and will continue to remain in full force and effect until June 30, 2026 or until a successor contract has been negotiated, whichever comes later. The Union must notify the Committee no later than March 15, 2025 of its intent to negotiate a new Agreement. Otherwise, this Agreement will automatically be extended for an additional year.

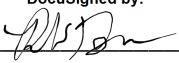
IN WITNESS THEREOF, the parties hereunto set their hands and seal this _____ day of _____ 2023.

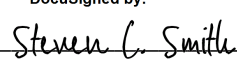
American Federal of State,
County, and Municipal Employees

For the
Hudson School Committee

DocuSigned by:

C31A966E11864FC...
Tyrone Housey

AFL-CIO, State Council 93

DocuSigned by:

 29E7FD2924D14A4...
 Rob Bowen

DocuSigned by:

 4B30E90E7C78428...
 Steven C. Smith

7/6/2023

6/28/2023

**APPENDIX A
 SALARY SCHEDULE**

FY23 2%		HS Head	Elem/Middle Head & HS Supervisor	All Custodians/ Mail Courier*
Step 1		\$ 19.65	\$ 17.68	\$ 16.28
Step 2		\$ 20.87	\$ 18.85	\$ 17.51
Step 3		\$ 22.10	\$ 20.02	\$ 18.51
Step 4		\$ 23.33	\$ 21.36	\$ 19.62
Step 5		\$ 24.55	\$ 22.36	\$ 20.74
Step 6		\$ 25.23	\$ 23.01	\$ 21.36
Step 7		\$ 25.92	\$ 23.68	\$ 21.97
Step 8		\$ 26.88	\$ 24.59	\$ 22.88

*Encumbent Mail Courier will receive a 4% raise in FY24 and FY25 and FY26

FY24 2%	Steps	HS Head	Elem/Middle Head & HS Supervisor	All Custodians/ Mail Courier*
	Step 1	\$ 23.80	\$ 21.79	\$ 20.02
	Step 2	\$ 25.04	\$ 22.81	\$ 21.15
	Step 3	\$ 25.73	\$ 23.47	\$ 21.79
	Step 4	\$ 26.44	\$ 24.15	\$ 22.41
	Step 5	\$ 27.42	\$ 25.08	\$ 23.34
	Step 6	\$ 27.97	\$ 25.58	\$ 23.81
	Step 7	\$ 28.52	\$ 26.09	\$ 24.28
	Step 8	\$ 29.10	\$ 26.62	\$ 24.77

*Encumbent Mail Courier will receive a 4% raise in FY24 and FY25 and FY26

FY25 2%	Steps	HS Head	Elem/Middle Head & HS Supervisor	All Custodians/ Mail Courier*
	Step 1	\$ 24.27	\$ 22.22	\$ 20.42
	Step 2	\$ 25.54	\$ 23.27	\$ 21.58
	Step 3	\$ 26.25	\$ 23.94	\$ 22.23
	Step 4	\$ 26.97	\$ 24.63	\$ 22.86
	Step 5	\$ 27.97	\$ 25.58	\$ 23.81
	Step 6	\$ 28.52	\$ 26.09	\$ 24.28
	Step 7	\$ 29.10	\$ 26.62	\$ 24.77
	Step 8	\$ 29.68	\$ 27.15	\$ 25.27

*Encumbent Mail Courier will receive a 4% raise in FY24 and FY25 and FY26

FY26 2%	Steps	HS Head	Elem/Middle Head & HS Supervisor	All Custodians/ Mail Courier*
	Step 1	\$ 24.76	\$ 22.67	\$ 20.82
	Step 2	\$ 26.06	\$ 23.73	\$ 22.01
	Step 3	\$ 26.77	\$ 24.42	\$ 22.67
	Step 4	\$ 27.51	\$ 25.13	\$ 23.32
	Step 5	\$ 28.52	\$ 26.09	\$ 24.28
	Step 6	\$ 29.10	\$ 26.62	\$ 24.77
	Step 7	\$ 29.68	\$ 27.15	\$ 25.27
	Step 8	\$ 30.27	\$ 27.69	\$ 25.77

*Encumbent Mail Courier will receive a 4% raise in FY24 and FY25 and FY26

**APPENDIX B
PERFORMANCE EVALUATION AND DEVELOPMENT PLAN**

CUSTODIAN: _____

DATE: _____

BUILDING: _____

EVALUATOR: _____

**DEFINITION FOR RATING TO BE APPLIED
CATEGORIES FOR PERFORMANCE EVALUATION**

A	OUTSTANDING	Performance exceeds acceptable levels
B	GOOD/SATISFACTORY	Performance meets acceptable levels Comments include suggestions for improvement
U	UNSATISFACTORY	Performance fails to meet acceptable levels of performance Substantial improvement needed.

QUALITY AND QUANTITY OF WORK

	A	B	U
DEMONSTRATES KNOWLEDGE OF THE JOB			
AMOUNT OF WORK ACCOMPLISHED			
PERFORMS WORK WITH ACCURACY			
WORK IS NEAT AND PRESENTABLE			

WORK HABITS

	A	B	U
IS REGULAR IN ATTENDANCE AT WORK			
DEMONSTRATES ABILITY TO WORK WITHOUT IMMEDIATE SUPERVISION			
COMPLIES WITH INSTRUCTIONS, RULES, REGULATIONS, HEALTH AND SAFETY PRECAUTIONS			

WORK ATTITUDES

	A	B	U
ACCEPTS RESPONSIBILITY			
EXERCISES GOOD JUDGEMENT			

RELATIONSHIPS WITH OTHERS

	A	B	U
WORKS WELL WITH CO-WORKERS			
WORKS WELL WITH THE PUBLIC			
COOPERATES WITH SUPERVISORS & OTHER STAFF			
OBSERVES ESTABLISHED CHANNELS OF COMMUNICATION			

OVERALL PERFORMANCE RATING:			
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 Director of Buildings and Grounds, Hudson Public Schools

 Date

COMMENTS:

Signature of Employee being evaluated acknowledges receipt (does not imply Agreement or Disagreement with Evaluation).

FOR NEW EMPLOYEES

RECOMMENDATION

	Retain- change to permanent status
	Continue on probationary status for additional 3 months
	Terminate Appointment

 Signature

 Date

 Title

Additional comments or information may be appended by employee or supervisor.
 See Attached Job Description

**APPENDIX C
CUSTODIAN CONFIDENTIALITY & NONDISCLOSURE AGREEMENT**

I, _____, an employee of the Town of Hudson, pledge to keep confidential any information obtained during the performance of my duties as Custodian for Hudson Public Schools. I understand that confidential information includes, but is not limited to any information regarding Hudson Public Schools, its employees and/or students.

I also understand and agree that:

- I will not communicate confidential information either within or outside Hudson Public Schools except to persons authorized to receive such information.
- I will not access confidential information of family, friends, co-workers or any other individuals employed by or enrolled in Hudson Public Schools.
- I will not remove confidential information/documentation from the premises of Hudson Public Schools.
- I understand that if I violate this agreement in any way, I will be subject to disciplinary action, up to and including termination, following an investigation.

Agreed and Accepted by:

Name of Employee (Please Print)

Signature of Employee

Date

Signature of Witness

Date

c. Personnel File