

AGREEMENT

between

THE SALEM SCHOOL COMMITTEE

and

**American Federation of State, County and
Municipal Employees, AFL-CIO State
Council 93, Local 294 (AFSCME)**



**For Custodial/Maintenance, Clerical, Food Service,
and Bus Driver/Monitor Employees**

July 1, 2023 – June 30, 2026

This agreement entered into by the Salem School Committee, hereinafter referred to as the Employer, and Local 294, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the continuation 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 of work and other conditions of employment.

The Agreement is in five parts. Part One contains information applicable to all AFSCME employees. Part Two applies to Buildings and Grounds Employees. Part Three applies to Food Service Employees. Part Four applies to Clerical Employees. Part Five applies to Bus Employees.

SALEM SCHOOL DEPARTMENT

LOCAL 294

Officers for 2023-2026

Giannis Panagiotopoulos, President

José Ortiz, Vice President

Paula Geist, Treasurer and Secretary

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PART ONE: ALL MEMBERS

ARTICLE I: RECOGNITION

The Employer recognizes the union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the employees of the Salem School Committee, namely: Custodians, Maintenance Persons, Bus Drivers, Bus Attendants, Clerks and Cafeteria Personnel but excluding the positions of Transportation Manager, PIC Manager, the Secretary to the Assistant Superintendent, the Secretary to the Business Manager, and all staff working in confidential positions in Human Resources.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

A. Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, voluntary agency fees, and any other deductions under (C) below from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

B. List of Eligible Employees

The Employer agrees to provide a list of employees in the bargaining unit to the union informing the union of the amount of dues deductions for each employee. The Employer agrees to provide this updated list at the start of each fiscal year. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month. The employer will provide the union with updated information on any new hires dues, fees or other deduction amounts.

C. People Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount

deducted during the period covered by the remittance. This deduction is authorized by [MGL Ch 180 Section 17J](#).

ARTICLE II: DISCRIMINATION AND COERCION

There shall be no discrimination by the employer or agents of the employer against any employee because of his membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement.

It is agreed that there will be no discrimination by the union, its officers or members against any employee for non-membership in the Union; nor will the Union interfere, restrain or coerce bargaining unit employees, or attempt to do so, because an employee refused and/or failed to participate in Union activities.

ARTICLE III: GRIEVANCE AND ARBITRATION PROCEDURE

For purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Union and/or the employee involving only an alleged specific and direct violation of express language of a specific provision of the Agreement. It is, therefore, the express intent of the Committee and the Union that the Grievance Procedure be limited to matters involving the interpretation and application, claim or breach, or violation of the Agreement.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The Union Steward and/or Union Representative, with the aggrieved employee, shall take up the grievance or dispute with the employee's supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the supervisor does not have the authority to resolve the grievance, then he/she shall forward the grievance to Step 2.

Step 2. If the grievance has not been settled at Step 1, it shall be presented, in writing to the School Principal or if the grievance arises under the authority of the Business Manager, to the Business Manager within five (5) working days after the Supervisor's response is due. The School Principal or Business Manager shall respond to the Union President, in writing within five (5) working days.

Step 3. If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools within three (3) working days after the supervisor's

response is due. The Superintendent of Schools shall respond to the President of the Union, in writing, within five (5) days.

Step 4. If the grievance still remains unadjusted, it shall be presented to the School Committee, in writing, at its next regular meeting. The School Committee shall respond in writing within five (5) working days after the following regular School Committee meeting.

(a) A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be subject to further appeal.

Failure of the Committee, or any of its representatives in any level of this Grievance Procedure, to answer within the time specified, shall be considered as though the appeal was denied, which shall mean that the appeal may be taken to the next step as though a negative answer had been received. The above limitations may be waived by mutual agreement of the parties.

(b) The Union agrees except in cases where an employee reasonably feels that his physical welfare and safety are in danger, where employees are of the opinion they have a grievance within the meaning of this section, and said employee grieves over the assignment, reassignment, working or other conditions order, or directive, he will perform in accordance therewith and pursuant thereto pending final resolution of the grievance under the Grievance Procedure described herein.

Step 5. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the American Arbitration Association shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The expenses for the arbitrator's service and the proceedings shall be borne by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

(a) The Union, in consideration of the Committee's having hereinafter reaffirmed its belief in and compliance with the State Law insofar as they defined the rights, duties, and obligations of a municipality under the General Laws under the Rules, Regulations and Procedures of the Civil Service Commission relative to employees' seniority, promotion, reassignment, discharges, reduction in rank, removals and suspensions; hereby agrees that any grievance, complaint, or appeal which, under past practices and procedures would normally have come within the jurisdiction of said Civil Service commission is hereby specifically excepted and removed from the arbitration provision of the Agreement. In such circumstances, the Union specifically agrees to seek any redress and remedy through the procedures of said Civil Service Commission and not through the arbitration provisions of this Agreement.

Any other grievance which is not wholly or in part within the jurisdiction of the Civil Service Commission as described herein and which remains unsettled after the procedures outlined here have been exhausted shall be submitted to arbitration as outlined above.

It is the express intent of the parties that only those disputes defined in the Article which clearly come within these arbitration provisions shall be arbitral. No other subject, direct or collateral, shall be arbitral except by a mutual agreement signed by the Union and the Committee.

(b) This decision of the arbitrator shall be final and binding upon both parties and upon any employee affected thereby, provided that such decision shall be restricted to an interpretation or application of the terms of this Agreement and shall in no way alter or expand the provisions of this Agreement or contain any recommendation thereto; and provided further said decision is based upon the facts and arguments either presented by the parties or on which an opportunity to comment has been furnished the parties by the arbitrator. The arbitrator, in rendering his written decision, shall clearly state the Findings of Fact and Conclusions upon which his decision is founded.

(c) The parties agree that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of the Agreement.

In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement, and that unless said language is inherently ambiguous on its face, evidence of past practice, past or present policy, or oral statements made during negotiations shall be inadmissible to alter the meaning of express language and shall not be considered by the arbitrator.

ARTICLE IV: CIVIL SERVICE AND DISCIPLINE

A. Civil Service

The parties to this agreement hereby express their joint intent to recognize, adhere to and abide by the Tenets, Practices, rules and Regulations defined in Chapter 31 of the General Laws as they establish and define the Division of Civil Service and the Civil Service Commission as well as the binding decisions issued by said Civil Service Commission or enforced by a Court of Competent Jurisdiction.

Having thus jointly reaffirmed the superior and preemptive jurisdiction of the Civil Service statute, Procedures, Regulation as applied, and decided, interpreted and enforced by the Civil Service Commission, the parties to this Agreement, do hereby also express their joint intention and agreement that such matters which are normally within the jurisdiction of, and have been traditionally reserved, in whole or in part, for final and binding determination, appeal and/or resolution by said Civil Service Commission shall be and hereby are specifically excepted from the provision of Article III hereof.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure contained herein.

B. Discipline

No employee who has been employed in the bargaining unit for nine (9) months or more shall be discharged, suspended, or demoted for disciplinary reasons without just cause.

C. Probation Period

The first ninety (90) calendar days of each member's employment under this Agreement are agreed to constitute a period of probation during which the Employer shall have the opportunity to assess the suitability of the Employee's performance and conduct. At any time during the Probation Period, the Employer may terminate the Employee's employment with or without cause.

ARTICLE V: JOINT REVIEW COMMITTEE

A. Mutual Cooperation

The parties to this Agreement hereby express their joint intention hereby to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain effective lines of communications between the parties; to consider the formulation of work rules; to insure the safety and physical well being of employees, to discover and remain aware of new safety techniques and procedures; to consider the proper interests of bargaining unit employees in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution and improvement of these conditions; to assist the Principals and the School Committee in providing the City of Salem with the safe and effective school operations.

B. Annual Joint-Labor Management Meeting

The Parties agree to meet annually as a joint-labor management committee to discuss matters relevant to bargaining unit members, administration and the school committee. The Committee shall be composed of the Superintendent and/or his/her designee; members of administration and members of the bargaining unit. At no time should the joint labor management committee exceed eight (8) people total.

ARTICLE VI: UNION REPRESENTATIVES

A. Union Officials

A written list of Union Officials, Stewards and other Union Representatives shall be furnished to the Employer after their designation in June and the Union shall notify the Employer of any changes thereafter.

B. Time Off for Union Business

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the above union representatives shall be allowed reasonable time off for:

1. Transmit communications authorized by the Local Union or its officers to the employer or his representative.
2. Obtain any necessary public data of bargaining unit personnel or position.
3. Investigate and settle grievances.

C. "Reasonable" Defined

The term "Reasonable" is intended to mean acceptability to both the Union and the Employer.

D. Time Off for Union President

The Union President shall be allowed two (2) hours per week for B-1 and B-2 above.

E. Attendance at State or National Meetings

1. Not more than three (3) selected individual representatives of Local 294 may be allowed to attend union meetings of state and not more than one (1) representative to the national convention without loss of pay.
2. Two days will be allowed for the state convention and a length of time not to exceed five (5) days for the national convention.
3. A written notice of at least fifteen (15) days prior to the start of such convention will be given by the President of Local 294 of the selected individual representatives to attend such meetings to the appropriate supervisor.

ARTICLE VII: SENIORITY

A. Calculating Seniority

The length of service of the employee for the Salem Public School Department shall determine the seniority of the employee. The length of service shall be computed from the date of Original (Civil Service) permanent appointment by the Salem School Committee.

B. Transfers

In the event of a change of service by transfer of an employee, with mutual consent, from one department in Salem to the Salem Public School Department, the employee shall receive all benefits, except bidding privileges, from the date of original permanent appointment by Civil Service Division. The employee's bidding privileges will be computed from the date of approved transfer into the Salem Public School Department by the Salem School Committee.

When more than one employee of the same trade is appointed on the same day, their numerical standing on the Civil Service List will determine the seniority of each employee.

C. Promotions

The principle of seniority shall be a factor in all cases of promotion within the bargaining unit, reassignment, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period.

D. Reductions in Force

In the case of a decrease in the workforce, the District shall provide the union with at least thirty (30) days notice prior to layoffs. Probationary employees in the affected job classification shall be laid off before permanent employees. As between probationary employees, seniority shall determine the order of lay off.

ARTICLE VIII: JOB POSTING AND BIDDING

When a position covered by this agreement becomes vacant, such vacancy shall be posted on the Salem Public Schools website through TalentEd, listing the pay, duties and qualifications of the vacant position. Interested employees are expected to submit their applications online through that system. The vacancy shall remain open and posted for ten (10) days. All employees who are interested shall reply in writing within the ten (10) day period. Regardless of the qualifications of an employee, any employee who applies for a posted vacancy shall be granted an interview. The Union acknowledges that the district will not be obligated to award an employee the position merely because it granted the employee an interview.

In the event the employer does not fill the position with the most senior internal candidate, upon request from the Union, it shall inform the Union within five business days from the request as to why the most senior internal candidate was not selected with reference to a-d below.

Openings shall be filled with consideration of the following factors:

- a. Work history over the past five years;
- b. Education, experience, and training relative to duties of the vacant position;
- c. Evaluations and/or recommendations; and
- d. Seniority.

Where the factors of a, b, and c have been deemed to be relatively equal by the hiring authority, seniority (paragraph d) shall govern.

ARTICLE IX: SHIFT DIFFERENTIAL

- A. An additional ten per cent (10%) will be the premium paid for work other than the regular day shift.

- B. The aforementioned ten per cent (10%) will be the premium for any shift that starts on or after 2 P.M.
- C. Employees regularly employed on other than the regular day shift shall receive a differential of ten per cent (10%) for their vacations.
- D. Unless otherwise notified on or before June 1 in any year, by the Superintendent or his/her designee, or the Supervisor of Buildings and Grounds, employees assigned to other than the day shift may be assigned to the day shift until the opening of school and will not be paid the ten percent (10%) differential for that period. In the event of notification of non-reassignment to the day shift, the custodians of the affected building, who are normally assigned to a shift for which a differential is paid, may volunteer to fill the positions not so being reassigned on a seniority basis. In the event there are no volunteers, the Superintendent or the Supervisor of Buildings and Grounds may assign employees, utilizing the principle of inverse seniority.

ARTICLE X: OVERTIME

- A. Employees covered by this Agreement shall be paid overtime at the rate of time and one-half (1 1/2) for all hours worked in excess of and forty (40) hours in one week. Paid time off (vacation and sick time) is used in the calculation of the 40 hours. Notwithstanding the preceding sentence, Bus Drivers and Bus Attendants shall not be entitled to overtime pay for hours worked in excess of eight hours in one day. Said Drivers and Attendants shall only be entitled to overtime pay for all hours worked in excess of forty (40) hours in one week.
- B. Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half per hour for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at the premium rate for such recall. Notwithstanding the provisions of Section A of this Article, custodians, drivers, and monitors required or asked to work on a Sunday for the purpose of snow removal, shall be paid double time for all time worked.
- C. Employees shall not be required to take time off for any overtime. Overtime shall be equally and impartially distributed among all employees. When in case of extreme emergencies, it is necessary to call in employees from other areas to aid and assist, these employees shall be returned to their own units when the workload lessens.
- D. The Employer shall keep records in each department of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representatives with the Supervisor of the division involved, or their designee.
- E. Overtime work shall be voluntary unless otherwise provided for in this agreement or of an emergency nature as determined by the Superintendent of Schools or his/her designee

to protect the facilities and/or property from damage or abuse or provide for the safety and well being of the students, faculty and staff. There shall be no discrimination against any employee who declines to work non-emergency overtime.

ARTICLE XI: MEAL PERIODS

All employees who work at least (6) hours per day shall be granted a meal period of thirty (30) minutes during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

ARTICLE XII: SICK LEAVE

- A. Sick leave shall be granted for personal sickness and for up to five days for sickness or injury in the immediate family. Immediate family is defined as set forth in Part One, Section A of Article XV11, entitled Funeral Leave. As such, Immediate family shall mean: Spouse, Mother, Father, Brother, Sister, Children, Grandparents, Grandchildren, Mother or Father-in-law, or any other dependent living in the household.
- B. For absence due to illness in excess of (5) consecutive working days the Employer may require, for purposes of additional evidence, a certificate from a physician.
- C. The parties recognize and agree to adhere to the Absence Control Policy as adopted by the City, excepting for the requirement of a certificate from a physician, which is governed by paragraph B above.
- D. Employees absent because of an industrial accident may, if they so desire, draw from their sick leave credits, to make up the difference between the payment of compensation and their full week's pay.
- E.
 1. On retirement or death of an employee who was employed on or before July 1, 2000 payment for accumulated unused sick leave will be made to the employee or his/her estate, up to a maximum of ninety (90) days.
 2. On retirement or death of an employee who was employed on or after July 1, 2000 through June 30, 2002, payment for accumulated unused sick leave will be made to the employee or his/her estate, up to a maximum of forty-five (45) days.
 3. Effective upon the execution of the 2011-2014 Agreement the District agrees to offer the following two options regarding Sick Leave Buyback to members on a voluntary basis.

Option A – Members with a Service Date of 1/1/2003 or earlier.

Upon written request by the member, the District agrees to provide the member with a one-time payment for fifty percent of the member's accrued sick leave, at the rate of one hundred twenty-five dollars (\$125.00) per day. The maximum number of days a member may receive payment for cannot exceed forty-five (45) days. Upon retirement from the District, any member who has received payment from the District in accordance with this Section will have his or her sick leave buyback in accordance with Section E. paragraphs 1 & 2 reduced by the number of days he or she has received hereunder. The member has the option to request the District deposit this one-time payment in the member's preferred deferred compensation plan.

Option B – Members with a Service Date of 1/2/2003- 12/31/2012

Upon written request by the member, the District agrees to provide the member with a one-time payment for fifty percent of the member's accrued sick leave, at the rate of fifty dollars (\$50.00) per day. The maximum number of days a member may receive payment for cannot exceed forty-five (45) days. Upon retirement from the District, any member who has received payment from the District in accordance with this provision will have his or her sick leave buyback in accordance with Section E. paragraphs 1 & 2 reduced by the number of days he or she received in accordance with this provision. The member has the option to request the District deposit this one-time payment in the member's preferred deferred compensation plan.

4. Members hired on or after January 1, 2013 shall not be entitled to a buyback of sick days at retirement, but in the alternative, will be eligible to buy back, at the employee's daily rate, not to exceed two hundred fifty dollars (\$250.00) per day, up to two sick days per year. Payment shall be made in January following the end of the calendar year in which the employee had not used fifty percent (50%) of his or her sick leave accrual in the prior calendar year. The funds paid out shall be paid into a deferred compensation plan.

ARTICLE XIII: PERSONNEL POLICIES

A. Alcohol and Drug Policy

The parties recognize and agree to adhere to the Alcohol and Drug Policy as adopted by the City of Salem. The parties recognize and agree to the Employee Assistance Program (EAP) Policy as adopted by the City of Salem (see Appendices A-C).

B. Inclement Weather

1. When there is a two (2) hour delay for the opening of school for students:

All employees, except for custodians, maintenance, and transportation personnel, are expected to report to work no later than two hours later than their regular shift, if their shift starts before the delay and those employees so reporting shall be paid for the full day without utilizing their personal or vacation days. If the shift starts after the delay, they are expected to report to work as scheduled.

2. When school for students is canceled due to inclement weather (i.e. a snow day):
 - (a) School cafeteria and transportation employees are not to report to work. Those employees, who desire to be paid for the day, must utilize accrued personal or vacation days. However, if they receive prior authorization to report to work from their supervisor, and do report to work, they will be compensated for the day without utilizing accrued personal or vacation time. All such employees will be required to work on the day that the inclement weather day is made up by students. DELETED: Forty two (42) week
 - (b) Clerical employees are expected to work remotely and as close to their regularly scheduled time as possible. Those employees shall be paid for the full day without utilizing their accrued personal or vacation days. Those employees who are unable to work remotely who desire to be paid for the day, must utilize accrued personal or vacation days. The Employer agrees to provide all Clerical Employees with school issued technology to support remote work on these days.
 - (c) Custodians and maintenance staff are expected to report and work a 7 A.M. to 3 P.M. shift. Every effort will be made to provide custodians and maintenance staff with at least one (1) hours' notice of changes in this schedule as conditions warrant. In cases where the Superintendent or his/her designee, through the Director of Buildings and Grounds, declares a "snow emergency" custodians and maintenance staff will be expected to work additional time as required to complete preparations for the reopening of school.
 - (d) All active custodians and maintenance staff (i.e. members who are employed and not on contractual leave during the inclement weather days) will receive one compensatory day if the District is closed for 2 or 3 days due to inclement weather and two compensatory days if the District is closed for 4 or more days due to inclement weather. Any compensatory day must be used by December 31st of the following school year.
 - (e) At the beginning of each school year, Drivers and Monitors will be asked if they will volunteer for heavy snow removal. If there are no volunteers or too few (i.e. six or less); the administration will produce a list of qualified individuals eligible to remove the snow. This list will be forwarded on to the union in a timely manner. On days that heavy snow removal is determined by administration, Drivers and Monitors (either the volunteers or from the list) will be assigned on a rotating basis. However, Transportation Employees are expected to report to work early for any shift following a snow fall to allow enough time to clear the buses of light snow and prepare them to start the morning routes on time. Drivers and Monitors will be paid time and a half for heavy snow removal.

ARTICLE XIV: LEAVE

A. Personal Leave

1. An Employee shall be granted time off for which he will be paid at his normal rate to conduct personal business. Such personal leave shall not exceed four (4) days in any one calendar, and shall not be accumulative
2. Such leave shall be subject to prior approval with reasonable notice to the Supervisor of the employee. Reasonable notice shall consist of twenty-four (24) hours notice unless circumstances are such that twenty-four (24) hours notice is impossible.
3. It is the understanding of the parties that Personal Leave is a right of employees, and that approval of such leave will not be unreasonably withheld.

B. Religious Holidays

Time off, without loss of pay, will be granted for the observance of required holidays of any religious sect or belief, but not to exceed three (3) days in any one year.

C. Jury Leave and Pay

For each day of jury duty, the employer agrees to make up the difference in an employee's wages between a normal work day wage and compensation received for jury duty for each day served.

D. Funeral Leave

1. Five (5) days' funeral leave without loss of pay shall be granted to unit members upon the death of anyone in the member's immediate family or anyone residing in the same household with the employee. Immediate family shall include the member's spouse/partner, child, mother, father, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, parent-in-law, step-mother, step-father, step-child, step-grandchild, step-sibling or any individual or relative of the member or their spouse residing in the members' house at the time of death or at the commencement of the final illness or accident.
2. Each employee shall be entitled to two (2) days of funeral leave in the case of the death of relatives other than those named above.

ARTICLE XV: HEALTH AND WELFARE

- A. The City has transferred its employee subscribers to the State Group Insurance Commission. For the period July 1, 2022 through June 30, 2023, the City shall contribute (a) sixty-five percent (65%) to the cost of a non-Medicare indemnity plan, with the employee contributing thirty-five percent (35%). (b) For the cost of a non-Medicare preferred provider plan (PPO), the City shall contribute seventy per cent (70%) with the employee paying thirty percent (30%). (c) For the cost of a non-Medicare HMO plan, the City shall contribute seventy-five percent (75%), with the employee contributing twenty-five percent (25%). The contribution of the employee shall be paid with pre-tax dollars as authorized by Section 125 of the Internal Revenue Code.”
- B. The cost sharing provisions as set forth in A above are subject to negotiations only between the City and the Salem Public Employee Committee and not individually with the Union.

ARTICLE XVI: LONGEVITY PLAN

The following Longevity Plan will become effective on July 1, 1993. Payable on the 1st payday in December, 1993 and each succeeding December thereafter. The amounts are not considered part of the base pay, however, the amount will be used in the base pay for purposes of retirement and taxes:

\$100.00 for employees with five (5) or more years of service

\$500.00 for employees with ten (10) or more years of service.

\$600.00 for employees with fifteen (15) or more years of service.

\$1,250.00 for employees with twenty (20) or more years of service.

\$1,350.00 for employees with twenty-five (25) or more years of service.

In order to be eligible for Longevity, an employee must have five (5) years of continuous service no later than November 15th in the year payment is to be made.

Longevity shall be based upon continuous years' service from the date of hire with the Salem Public Schools.

ARTICLE XVII: MISCELLANEOUS PROVISIONS

A. Bulletin Boards

Announcements shall be posted on the school website and via email.

B. Federal and State Laws

Should any provision of this Agreement found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.

C. Non-Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, handicap or age and that such persons shall receive the full protection of this agreement.

D. Access to Premises

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, and/or Council #93, and/or Local 294, to enter the premises upon giving prior notification to School Department officials having jurisdiction in that area at any time 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.

E. Mileage Reimbursement

The parties agree that mileage pay in the amount of the current IRS reimbursement rate per mile will be paid to all employees using their own vehicles on City business with the approval of their superior.

F. Uniforms

A subcommittee of the Union will meet with the authorized representatives of the School Department to review and make recommendations as to the kind and quality of the uniforms to be purchased for the employees in the event that a change is requested or required.

G. Proration of Benefits

Employees hired on or after July 1, 1986, and whose work year is less than 52 weeks shall receive such benefits as provided in this Agreement on a pro rata basis as said 52 weeks relates to number of weeks worked.

ARTICLE XVIII: RIGHTS OF THE COMMITTEE

The parties agree that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains all rights, powers and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion without any such lawful exercise being made the subject of a grievance.

The category of exclusive rights, powers and prerogatives retained and reserved to the Committee shall expressly include, and nothing herein shall be deemed to limit, impair or qualify, the Committee's exclusive right to manage the City's school, custodial, and lunch room operations.

Said rights, powers and exclusive prerogatives include but are in no way to be construed as limited to the rights, power and exclusive prerogative to: hire (full, part time, seasonal, or temporary employees); fire; suspend; or in any other manner discipline; promote, demote; lay-off or otherwise reduce the workforce; transfer (permanently or temporarily); assign or reassign (permanently or temporarily); evaluate the performance of; prescribe hours for and working conditions of; assign any added, lessened or different duties, work and responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; promulgate rules and regulations concerning the working conditions and safety of; regulate and restrict the use of City property (real and personal); make any deductions because of the absence of or failure to perform work; and prescribe any safety and training program or policies for; employees of the bargaining unit; and to assign work to whatever personnel, either in or out of the unit, and to determine the amount and kind of work to be subcontracted, that the Committee or its representatives in its discretion deems necessary.

ARTICLE XIX: PRINTING OF AGREEMENT

This Agreement will be posted on the school website.

ARTICLE XX: DURATION OF CONTRACT

Unless otherwise indicated, this Agreement shall be effective July 1, 2023 and shall continue in full force and effect until June 30, 2026 and year to year thereafter unless written notice of a desire to terminate or modify this Agreement is given by either party to the other by November 1, 2025.

PART TWO: BUILDINGS AND GROUNDS EMPLOYEES

Part Two of this agreement is applicable to employees within the bargaining unit who are classified as Department of Buildings and Grounds staff.

ARTICLE I: HOURS OF WORK

- A. The regular hours of work each day shall be consecutive, except for interruption for a daily thirty-minute lunch period.
- B. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive; except where a regular five (5) consecutive day's schedule includes Saturday and/or Sunday. Employees employed after the execution date of the July 1, 2000 through June 30, 2002 agreement may be assigned a regular work week of Tuesday through Saturday or Sunday through Thursday.
- C. The normal work day shall consist of eight (8) consecutive hours within the twenty-four hour period. Each Employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the Union is notified of the decision to change or modify them and is first given an opportunity to discuss the changes and their effects upon the bargaining unit employees.
- D. When a regularly scheduled custodian takes time off from his/her regular shift and coverage is required, the available shift shall first be offered to permanent custodians assigned to the building of the available shift, and if no permanent custodian is available, then the available shift will be offered to the provisional custodians assigned to that building. If no such custodian(s) is available, the Director of Building and Grounds shall assign the "floater" custodian to cover the position.
- E. When the District determines that overtime work is needed, it shall first be offered to the permanent custodians within the building. If no permanent custodian is available, then the overtime work shall be offered to the provisional who regularly works in the building of the overtime assignment accepts the overtime assignment, then it shall be offered to permanent custodians in the remainder of the District. If no permanent custodian accepts the assignment, then it will be offered to the provisional custodians in the remainder of the District.
- F. Except as provided herein, in the event an Employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

- G. On professional development and half days when no afterschool or evening activities are scheduled, employees normally assigned to the 2:00 pm to 10:00 pm shift may work from 10:00 am to 6:00 pm.

ARTICLE II: PAY AND CLASSIFICATION PLAN

- A. The pay and classification plan for all Employees covered by this Agreement shall be Appendix A to this Agreement.
- B. For purposes of this section, the classifications are as follows:
- BUILDING CUSTODIAN - cleaner, working under Senior Building custodian.
 - BUILDING CUSTODIAN IN CHARGE - Custodian who assumes full responsibility for a one-man building.
 - SENIOR BUILDING CUSTODIAN - One who assumes full responsibility for custodial services in a building employing more than one full-time custodian.
- C. A custodian shall be on duty anytime people, other than Salem Public School Employees, are in his/her building. This includes, but is not limited to students, the public and/or contractors. This clause does not apply to Band and Play practice/rehearsals at Salem High School and Collins Middle School. It is agreed that the custodial and maintenance staff's current scheduled hours and/or days worked will not be subject to change as a result of building use for extracurricular activities. It is also agreed that all Salem Public School Employees will be notified of this requirement and use of facility forms will be mandatory to monitor the need for custodial staffing.
- D. Any Building Custodian who is assigned the duties of a Senior Building Custodian shall be compensated at the higher rate of compensation from the time of such assignment of duties. In making such assignment, the most senior "Building Custodian" shall be so assigned. No temporary assignment will be for longer than three weeks. In the event the assignment is anticipated to be longer than three weeks, the position will be posted internally first and then, if needed, externally as an "Interim Senior Building Custodian."
- E. Full credit for a year worked shall be granted to an intermittent Employee in custodial and maintenance for each 150 days worked, except for Employees hired on or after July 1, 1986.
- F. All members shall receive their pay by direct deposit.

ARTICLE III: HOLIDAYS

- A. The following days occurring within the scheduled work week shall be considered to be paid holidays for Department of Buildings and Grounds staff:

New Year's Day
Martin Luther King
Washington's Birthday
Good Friday
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
December 24th (1/2 day provided that no overtime is required and if it occurs during normal working hours)
Christmas
December 31st (1/2 day provided that no overtime is required and if it occurs during normal working conditions)

- B. And any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court or the City of Salem.
- C. Holiday pay shall be eight (8) hours pay at straight time.
- D. If a holiday occurs on a working day, within an Employee's vacation period, he shall receive an additional day's vacation with pay. Any Employee required to work on a regular holiday shall receive one and one-half (1 1/2) day's pay in addition to the holiday pay.
- E. For any of the above holidays, which fall on a Saturday, or fall on an Employee's normal day off, such holiday shall be granted at a later date, at the discretion of the Supervisor of Buildings and Grounds.
- F. The day after Thanksgiving shall be celebrated by all Employees except those custodians at the High School. Because of activity on that day, those Employees shall be granted another day at the discretion of the Supervisor of Building and grounds.
- G. One custodian may be assigned for all Holiday's to check the heating plant, windows, and exterior entrances of each building. This detail will be paid at the rate of time and one-half (1 1/2) for four (4) hours; except on Memorial Day and Veterans Day, when a flag will be displayed and compensation will be seven (7) hours at time and one-half rate.

ARTICLE IV: VACATIONS

- A. The prime vacation period for Department of Buildings and Grounds staff shall be the period between the close of the regular school year and one (1) week prior to the opening of school at each individual site, the following school year. During the prime vacation period, custodians, craftsmen, painters or groundskeepers shall be entitled to utilize a maximum of three weeks of vacation. However, staff is not permitted to take more than two weeks of consecutive vacation without prior approval of the Director of Buildings and Grounds. Additional vacation time may be granted upon request and upon the sole discretion of the Supervisor of Buildings and Grounds.
- B. Department of Buildings and Grounds staff shall be entitled to use up to five days of one vacation after three months of continuous employment. Any days taken prior to July 1 in the first year of employment will be deducted from the ten days that are credited on July 1 per the schedule below (i.e. if an employee within the first year uses five days on July 1 the employee will only receive five days).
- C. Upon termination of employment the Employee shall receive payment equal to the amount of vacation pay he has earned to that date (prorated).
- D. If termination is caused by death such payment shall be made to the Employee's legal beneficiary.
- E. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year
- F. Vacations shall be earned over the previous fiscal year (July 1 - June 30) and shall be credited as of July 1 in accordance with the following schedule:
 - 1. After one (1) year of continuous service – ten (10) days.
 - 2. After five (5) years of continuous service – fifteen (15) days.
 - 3. After ten (10) years of continuous service – twenty (20) days.
 - 4. After twenty (20) years of continuous service – twenty five (25) days.
- G. Earned vacation wages shall be paid in a lump sum prior to the taking of the vacation upon request of the individual.
- H. Vacations will be granted to custodians, craftsmen, painters and groundskeepers during the school year upon request and approval of the Supervisor of Buildings and Grounds. The Director of Buildings and Grounds has the right to deny vacation requests during the week prior to the start of the teacher work year and when more than one staff member is requesting time off for the same period if there are coverage concerns by administration. In instances where multiple employees are requesting the same time off, the member that

put in the request first will have their request honored. In instances where multiple employees are requesting the same time off, the member that put in the request first will have their request. If multiple members make a vacation request for the same time on the same day, the principle of seniority will be the deciding factor in granting the time off.

- I. If a member makes a request for a vacation during the current school year, the supervisor shall approve or deny the vacation request within one week of the request. If a member makes a request for a vacation during the summer vacation period, the request shall be approved or denied as soon as practicable but no later than 60 calendar days prior to the requested time off.

ARTICLE V: SICK LEAVE

- A. Each Department of Buildings and Grounds staff shall be credited with sick leave with pay at the rate of fifteen (15) days per year, accumulated at the rate of one and one quarter (1 1/4) days per month, on January 1 of each year for the full year.
- B. Sick leave shall be accumulated without limit for the above noted employees. Any accumulation which present Employees have at the effective date of this Agreement shall retain such accumulation.
- C. Other benefits are listed in Part 1 of this Agreement.

ARTICLE VI: UNIFORMS AND PROTECTIVE CLOTHING

- A. The Employer agrees to furnish two (2) winter and three (3) summer uniforms per year to all custodial and maintenance employees. The employees shall be responsible for the maintenance of the uniforms.
- B. As an alternative to Paragraph A above, it is agreed as follows:
 1. The School Committee agrees to provide a cash alternative not to exceed two hundred dollars (\$200.00) to the School Department issued uniforms to all approved qualified applicants in the custodial and maintenance department.
 2. All applications shall be obtained by the President of the Union who shall submit them for approval to the Superintendent of Schools, Business Manager and Director of Buildings and Grounds.

3. The applicants shall provide proof of possession of a complete set of clean, well-maintained and wearable uniforms. Approval of the condition and wear ability of the uniform is at the sole discretion of the Superintendent of Schools.
 4. No Department of Buildings and Grounds staff shall receive a cash alternative for more than two (2) consecutive years.
 5. Only school department issued uniforms shall be worn while on duty for regular and overtime functions and shall be worn for all privately paid functions at any school department facility.
 6. During the course of a school year, should the uniform of any applicant who has received a cash alternative become unwearable, including soiled or stained, improperly maintained, torn, patched or otherwise unpresentable as determined by a joint committee consisting of the School Principal, the Supervisor of Buildings and Grounds and a Union representative, the employee shall be required within seven (7) days to purchase an adequate number of uniforms; two (2) being the minimum from the last contracted supplier of school department uniforms, at his/her expense. Should the individual be unable to purchase the required uniforms at that time, the school department shall purchase the uniforms and the individual shall reimburse the school department for the full cost of the uniforms in four (4) payments in four (4) consecutive pay periods.
- C. The employer agrees to provide all material, equipment and tools required to perform the duties assigned to the Employees covered by this Agreement, which includes rubberized foul weather coverings.
- D. Protective clothing will be furnished by the Employer. Said protective clothing will be maintained by the Employer.

PART THREE: FOOD SERVICES EMPLOYEES

Part Three of this agreement is applicable to employees within the bargaining unit who are classified as cafeteria employees.

ARTICLE I: HOURS OF WORK

- A. The hours for Cafeteria Employees shall be established in accordance with individual building class and bus schedule.
 - 1. The parties agree that the above provisions only establish the shifts in each building and does not establish staffing levels, which is a management right of the District.
 - 2. Four (4) hour employees have work week of nineteen and one half (19.5) hours
- B. Except for emergency situations, work schedules will not be changed unless the Union is notified of the decision to change or modify them and is first given an opportunity to discuss the changes and their effect upon the bargaining unit employees.
- C. The Work Year shall begin three days prior to the start of the student school year.

ARTICLE II: PAY AND CLASSIFICATION PLAN

- A. The pay and classification plan for all Employees covered by this Agreement shall be Appendix B to this Agreement.
- B. Said pay plan shall include the following classifications:
 - Head Cooks, Cooks, Food Service Workers, and Drivers.
- C. Preparation and clean up time in the cafeterias shall be beginning the first working day of the week in which school opens, and two (2) days following the close of school, unless other arrangements are made between the parties.
- D. In the absence of the head cook in each school, the replacement will be first from within the school among their permanent personnel with valid Serv-Safe Certification by seniority and then from a seniority list of volunteers for cooks positions within the department with valid Serv-Safe Certification.

- E. After being on the payroll for 20 consecutive working days substitute cafeteria employees shall be compensated at the helper's rate of pay.
- F. Cafeteria employees who are classified as five (5) hour employees but regularly work six (6) hours shall receive benefits under this agreement based upon six (6) hours.
- G. All members shall receive their pay by direct deposit.
- H. Any cafeteria employee who is reassigned to a more senior cafeteria position shall be paid at the higher rate of pay from such date of reassignment.

ARTICLE III: HOLIDAYS

- A. The following shall be considered paid holidays for the Cafeteria Employees:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Patriot's Day
- Memorial Day
- Juneteenth (based on school calendar)

If any of the above holidays fall on a Saturday, the employee shall be given compensatory time off. Cafeteria staff who are employed as of July 1, 1995 who have been entitled to greater holiday benefits and who remain continuously employed, shall not sustain a loss of benefits hereunder."

- B. And any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court or the City of Salem.
- C. Holiday pay shall be the employee's daily pay at straight time.

ARTICLE IV: VACATIONS

- A. Cafeteria employees shall be entitled to use up to five days of vacation after three (3) months of continuous employment. Any days taken prior to July 1 will be reduced from

the five days July 1 credit per the schedule below (i.e., if an employee within the first year uses five days, then on July 1 the employee will receive zero days).

- B. Vacations are earned over the previous fiscal year (July 1 - June 30) and shall be credited as of July 1 in accordance with the following schedule:
- After One (1) Year of Continuous Service – five (5) days
 - After Five (5) Years of Continuous Service – eight (8) days
 - After Ten (10) Years of Continuous Service – twelve (12) days
 - After Fifteen (15) Years of Continuous Service – twenty (20) days
 - After Twenty (20) Years of Continuous Service – twenty-five (25) days
- C. Unless otherwise authorized by the Supervisor of Cafeteria, vacations shall be taken during the periods school is not in session. However, notwithstanding the provisions of the first sentence, one cook and one cook's helper shall be allowed to take vacation during periods school is in session, however vacation time will be approved so as to limit the approval to one employee per school during any given work day. If more than one employee requests vacation in the same time frame, the most senior employee will be granted vacation time.
- D. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay earned to the date of termination (prorated).
- E. If termination of employment is caused by death, such payment shall be made to the legal beneficiary of the employee.
- F. Upon request, earned vacation wages shall be paid in a lump sum prior to the taking of the vacation.
- G. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year.
- H. The Director of Food Services will notify the employee of the approval or denial of any vacation request within one (1) week of the date the request was submitted.
- I. In instances where multiple employees are requesting the same time off, the member that put in the request first will have their request. If multiple members make a vacation request for the same time on the same day, the principle of seniority will be the deciding factor in granting the time off.

ARTICLE V: SICK LEAVE

- A. Cafeteria employees shall be credited with sick leave with pay at the rate of Twelve and one-half (12 1/2) days per year, accumulated at the rate of one and one-quarter (1 1/4) days per month, on January 1 of each year for the full year.
- B. Sick leave for Cafeteria Employees shall be accumulative without limit.
- C. Other benefits are listed in Part 1 of this Agreement.

ARTICLE VI: CLOTHING ALLOWANCE

All Cafeteria Employees, after completing probation, as a condition of employment, shall wear a uniform which, following input from the Union, has been approved by the Director of Food Services. Said Employees shall receive an annual clothing allowance of two hundred dollars (\$200) at the start of the school year. The member shall provide proof of purchase.

The School Committee agrees to provide a cash alternative not to exceed two hundred dollars (\$200) to the School Department issued uniforms to all approved qualified applicants in the cafeteria department. Members shall provide proof of possession of a complete set of clean, well-maintained and wearable uniforms. Approval of the condition and wearability of the uniform is at the sole discretion of the Superintendent of Schools or Designee. No member shall receive a cash alternative for more than two (2) consecutive years.

During the course of a school year, should the uniform of any applicant who has received a cash alternative become unwearable, including soiled or stained, improperly maintained, torn, patched or otherwise unpresentable as determined by a joint committee consisting of the School Principal, the Food Services Director and a Union representative, the employee shall be required within seven (7) days to purchase an adequate number of uniforms; two (2) being the minimum from the last contracted supplier of school department uniforms, at his/her expense. Should the individual be unable to purchase the required uniforms at that time, the school department shall purchase the uniforms and the individual shall reimburse the school department for the full cost of the uniforms in four (4) payments in four (4) consecutive pay periods.

A. Addendum

1. All employees hired prior to July 1, 2008, shall be grandfathered.
2. Regarding substitutes, effective July 1, 2008, the compensation for substitute food services employees shall be minimum wage.

3. The compensation for any helper hired on or after July 1, 2008 shall be in accordance with this specified job classification in Appendix B Food Services Salary Schedule.
4. Cafeteria employees hired after July 1, 2008, shall be credited with Paid sick leave at the rate of eight (8) days/year, accumulated at the Rate of 0.8 days/month on January 1 of each year for the full year.
5. Sick leave (severance pay)

On the retirement or death of an employee who was hired after the execution date of the July 1, 2008, agreement, payment for accumulated unused sick leave will be made to the employee or his/her estate, up to a maximum of twenty-five (25) days.

6. Personal leave

A cafeteria employee hired after July 1, 2008, shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business and for illness in the immediate family when sick leave has been exhausted. Such personal leave shall not exceed two (2) days in any one calendar year, and shall not be cumulative.

7. Cafeteria employees hired after July 1, 2008, shall not receive longevity.

PART FOUR: CLERICAL EMPLOYEES

Part Four of this agreement is applicable to employees within the bargaining unit who are classified as Clerical Employees.

ARTICLE I: HOURS OF WORK

- A. All clerical employees required to work any portion of their lunch hour will be compensated for such portion worked. As used in the preceding sentence, the words “required to work” means that the Supervisor of the clerical employee has granted clear approval to the employee to perform work during that employee’s lunch period or part thereof.
- B. To be eligible for a lunch period, an Employee must work six (6) hours or more per day.
- C. School year Clerical staff work the student school year (including inclement weather days) plus five days prior to the start of the student school year and five days after the student school year. School year clerical staff will be eligible to work up to five additional days prior to the start of school, or at the end of the school year, at the request of their building supervisor.

ARTICLE II: PAY AND CLASSIFICATION PLAN

- A. The pay and classification plan for all employees covered by this Agreement shall be in Appendix C to this Agreement.
- B. Clerical employees are required to report for work on days when school is canceled due to inclement weather unless other city departments are closed, failing of which the employee shall be charged personal or vacation time.
- C. Payment for clerical employees working on summer or evening programs will be the same as their regular rate.
- D. After being on the payroll for twenty (20) consecutive working days, substitute clerks shall be placed on Step 1 of the Senior Clerk and Typist pay scale.
- E. Any Clerical employee who assumes the responsibility of a Senior Account Clerk and Principal Account Clerk shall receive additional compensation at the higher rate of pay from such date of assignment.

- F. The Administration will request the Civil Service Commission to conduct a job evaluation or "Desk Audit" for all positions covered by this Agreement.
- G. One clerical employee each year on a rotating basis of seniority shall be entitled to attend the Educational School Secretary's State Conference at the expense of the School Department.
- H. All members shall receive their pay by direct deposit.

ARTICLE III: HOLIDAYS

- A. The following shall be considered paid holidays for the Clerical Staff Members.

Full Year Clerical Staff Members:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Good Friday
- Patriot's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- ½ Day - December 24th
- ½ Day – December 31st

If any of the above holidays fall on a Saturday or Sunday, the Holiday will be observed in accordance with the District Calendar.

School Year Clerical Staff Members:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day

Washington's Birthday
Good Friday
Patriot's Day
Memorial Day
Juneteenth (based on school calendar)

If any of the above holidays fall on a Saturday, the Staff Members shall be given compensatory time off.

- B. And any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court, or the City of Salem.
- C. Holiday pay shall be the employee's daily pay at straight time.
- D. If a holiday occurs on a working day, within an Employee's vacation period, he shall receive an additional day's vacation with pay.
- E. Any Employee required to work on a regular holiday shall receive one and one-half (1 1/2) day's pay in addition to the holiday pay.

ARTICLE IV: VACATIONS

- A. For School Year, 42 Week positions, such vacations will be taken under current practice during school vacation.
- B. Upon termination of employment the Employee shall receive payment equal to the amount of vacation pay he has earned to that date (prorated).
- C. If termination is caused by death such payment shall be made to the Employee's legal beneficiary.
- D. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year.
- E. Clerical employees shall be entitled to five (5) days vacation after three (3) months of continual employment. Any days taken prior to July 1 will be deducted from the ten days July 1 credit per the schedule below (i.e., if an employee within the first year uses five days, then on July 1 the employee will receive five days).
- F. Earned vacation wages will be paid in a lump sum prior to the taking of the vacation upon request of the individual.
- G. Vacations will be taken by Clerical employees during the school year upon request and approval by the Business Manager. Such approval shall not be unreasonably withheld.

H. Vacations are earned over the previous fiscal year (July 1 - June 30) and shall be credited as of July 1 in accordance with the following schedule:

After One (1) Year of Continuous Service – ten (10) days

After Five (5) Years of Continuous Service – fifteen (15) days

After Ten (10) Years of Continuous Service – twenty (20) days

After Twenty (20) Years of Continuous Service – twenty-five (25) days

I. In instances where multiple employees are requesting the same time off, the member that put in the request first will have their request. If multiple members make a vacation request for the same time on the same day, the principle of seniority will be the deciding factor in granting the time off.

J. If a member makes a request for a vacation during the current school year, the supervisor shall approve or deny the vacation request within one week of the request. If a member makes a request for a vacation during the summer vacation period, the request shall be approved or denied as soon as practicable but no later than 60 calendar days prior to the requested time off.

ARTICLE V: SICK LEAVE

A. Each Clerical employee shall be credited with sick leave with pay at the rate of fifteen (15) days per year Full Year clerical staff, twelve and one-half (12 1/2) days per year for School Year clerical staff, accumulated at the rate of one and one quarter (1 1/4) days per month, on January 1 of each year for the full year.

B. Sick leave shall be accumulated without limit for the above noted employees. Any accumulation which present employees have at the effective date of this Agreement shall retain such accumulation.

C. Other benefits are listed in Part 1 of this Agreement.

ARTICLE VI: JOB VACANCY INTERVIEWS

Regardless of the qualifications of an employee, any employee who applies for a posted vacancy shall be granted an interview. The Union acknowledges that the district will not be obligated to award an employee the position merely because it granted the employee an interview.

PART FIVE: BUS EMPLOYEES

Part Five of this agreement is applicable to employees within the bargaining unit who are classified as Bus Drivers and Bus Attendants.

ARTICLE I: HOURS OF WORK

- A. The hourly work schedule of each employee shall be determined by the District. (07-10)
- B. For employees hired before July 1, 2009, the daily work schedule shall consist of five (5) hours. Employees hired on or after July 1, 2009, the daily work schedule shall be determined by the District. (07-10)
- C. For employees hired before July 1, 2009, the work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. For employees hired on and after July 1, 2009, the work week shall be determined by the District. (07-10)
- D. For employees hired before July 1, 2009, the work year shall commence on the first day of the school that they are assigned to and shall end on the last day of the school that they are assigned to. Further, Bus Drivers shall be required to work one day during the week prior to the start of school in order to complete dry runs and training.
- E. Employees assigned a run commencing after 4:00 P.M. shall be granted a minimum of two hours pay.
- F. Drivers that are required to call parents at the beginning of the school year regarding bus routes; pick up and drop-off times, and special accommodations shall receive two (2) hours pay at their base rate for performing these tasks.

ARTICLE II: JOB SELECTION

- A. All job bidding will be done on a rotational basis by seniority, starting with the most senior employee, and continuing in decreasing seniority until the job(s) and/or route(s) are filled. Bidding for any new job(s) and/or route(s) shall continue based on the rotation starting with the next employee in the rotation order. This bid rotation shall start with the first bid for the start of the 2019-2020 school year and continue thereafter on a rotational basis.
- B. Weekly bid assignments may not be canceled for the purpose of bidding another job. Any employee withdrawing from a bid assignment shall not be placed in advance of their next regularly scheduled slot in the rotation.

- C. Employees may not bid on daily bonus runs that conflict with their regularly assigned routes, or their assigned weekly bid runs.

ARTICLE III: PAY AND CLASSIFICATION PLAN

- A. The pay and classification plan for all employees covered by Part Five of this Agreement shall be in Appendix D to this Agreement.
- B. For purposes of this section, the classifications are as follows:
- BUS DRIVER - Operates a bus for the purpose of transporting children to and from schools, athletic events, camps of special activities or events; transports handicapped individuals to and from schools and special training classes; inspects bus before use and sees that proper maintenance is performed on it. Bus drivers must possess a Class 2 driver's license and a School Bus Operator License and/or Department of Public Utilities Bus Operator's License.
 - BUS ATTENDANT - rides school buses on its rounds picking up or dropping off students; keeps order on the bus; sees that students are away from bus when it leaves a stop; keeps children from leaning out windows; in general, maintains discipline of pupils on school buses and may make short reports about number of children using buses and length of trips.
- C. Bus Attendants shall be provided as required by student's Individual Educational Plans.
- D. Substitute Bus Drivers shall be paid at the Bus Driver rate.
- E. A Bus Driver who is awarded a Certified School Bus Driver Instructor position shall be paid an annual differential of five hundred dollars (\$500.00). Not more than two bus drivers shall receive such differential in any year.
- F. All members shall receive their pay by direct deposit.

ARTICLE IV: BENEFITS

Full time Bus Drivers Attendants shall be entitled to the benefits contained in Part One of said Agreement unless otherwise specified hereunder. Substitute Bus Drivers, who are not full time Bus Attendants, and Substitute Bus Attendants shall be entitled to benefits only after being on the payroll for twenty (20) consecutive working days.

A. Sick Leave

1. Each Full Time Bus Driver and Full Time Bus Attendant shall earn sick leave with pay at the rate of one and one-quarter (1 1/4) days per eighteen (18) days worked, accumulated September through June.
2. Sick Leave shall be accumulated without limit for said employees.
3. Other benefits are listed in Part 1 of this agreement.

B. Holidays

1. Each Full Time Bus Driver and Full Time Bus Attendant shall receive the following Holidays:

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Washington's Birthday (President's Day)
Good Friday
Patriot's Day
Memorial Day
Juneteenth (based on school calendar)

If any of the above holidays fall on a Saturday, the employee shall be given compensatory time off.

2. Any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court, or the City of Salem.
3. Holiday pay shall be the employee's daily pay at straight time.
4. Any employee required to work on a regular holiday shall receive one and one-half (1 1/2) times his regular rate of pay in addition to his holiday pay.

C. Vacations

1. Vacations shall be granted to Full-Time Bus Drivers and Full-Time Bus Attendants in accordance with Part I of this Agreement, based upon the following full year entitlements:

After one (1) year of continuous service – ten (10) days

After five (5) years of continuous service – fifteen (15) days

After ten (10) years of continuous service – twenty (20) days

After twenty (20) years of continuous service – twenty-five (25) days

Such vacations will be taken under current practice during school vacation.

2. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he has earned to that date (prorated).
3. If termination is caused by death such payment shall be made to the employee's legal beneficiary.
4. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year.
5. Employees shall be entitled to utilize five (5) days of their first year vacation benefit after three (3) months of continuous employment. Any days taken prior to July 1 will be deducted from the ten days July 1 credit per the schedule below (i.e., if an employee within the first year uses five days, then on July 1 the employee will receive five (5) days).
6. Upon request of the employee, earned vacation wages will be paid in a lump sum prior to the taking of the vacation.
7. Vacations will be granted to employees during the school year upon request and approval by the Business Manager.
8. In instances where multiple employees are requesting the same time off, the member that put in the request first will have their request. If multiple members make a vacation request for the same time on the same day, the principle of seniority will be the deciding factor in granting the time off.
9. If a member makes a request for a vacation during the current school year, the supervisor shall approve or deny the vacation request within one week of the request. If a member makes a request for a vacation during the summer vacation period, the request shall be approved or denied as soon as practicable but no later than 60 calendar days prior to the requested time off.

D. Protective Clothing

The employer agrees to annually furnish three (3) sets of uniforms to each driver. The employee shall be responsible for the maintenance of the uniforms.

Protective clothing will be furnished by the Employer. Said protective clothing will be maintained by the Employer.

The District shall provide, and the employee will wear, vests with the words Salem School District thereon.

During the course of a school year, should the uniform of any applicant who has received a cash alternative become unwearable, including soiled or stained, improperly maintained, torn, patched or otherwise unpresentable as determined by a joint committee consisting of the School Principal, the Supervisor of Transportation and a Union representative, the employee shall be required within seven (7) days to purchase an adequate number of uniforms; two (2) being the minimum from the last contracted supplier of school department uniforms, at his/her expense. Should the individual be unable to purchase the required uniforms at that time, the school department shall purchase the uniforms and the individual shall reimburse the school department for the full cost of the uniforms in four (4) payments in four (4) consecutive pay periods.

E. Licensure

1. The employer agrees to reimburse each bus driver for fifty percent (50%) of the cost of the required Commercial Driver's License (CDL) and Department for Public Utilities Licenses.
2. The employer agrees to reimburse the two bus drivers compensated as a Certified School Bus Driver Instructor under Part Five, Article II F, for the cost of said certification.

F. Drug and Alcohol Testing

1. The parties acknowledge that effective January 1996, transportation employees are required to submit to Drug and Alcohol Testing as prescribed by governmental regulations/laws. The parties further agree to abide by such regulations/laws.
2. To the extent permitted by law, mandatory drug tests shall be conducted during the work day of the employee. (7-10 – 6-11)

G. Physical Examination

In the event that transportation employees are required by law to undergo a second annual physical examination, the District shall reimburse the employee for the cost of such examination not covered by health insurance.

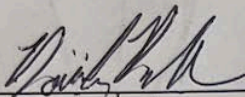
H. Maintenance of Benefits

Employees hired before July 1, 2009, and who were receiving full-time benefits, pursuant to Article III, shall continue to receive said benefits, notwithstanding that they will no longer be full time employees.

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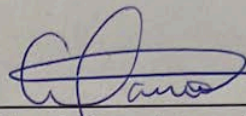
Agreed to by the Parties this 21st day of August, 2023

For the committee:




Mayor Dominic Pangalo, Chair
Mr. Manny Cruz, Vice Chair
Ms. Mary Manning
Ms. Amanda Campbell
Dr. Kristin Pangalo
Ms. Beth Ann Cornell
Ms. Veronica Miranda

For the Union:

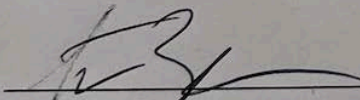


Giannis Panagiotopoulos, President



Michael Fiorentino
AFSCME Representative
Council 93

Approved:



Dr. Steven Zrike
Superintendent of Schools

APPENDIX A: SALARY SCHEDULES

The parties agree to the following:

1. Add a two and three quarters percent (2.75%) Cost of Living Adjustment (COLA) for the years of 2023-24 and 2024-25 and a three percent (3.0%) COLA for the year 2025-26.
2. Add two (2) new steps to all salary schedules with a three percent (3%) differential between the new steps such that each new step will be three percent (3%) higher than the preceding step
 - a. Clerical and Buildings and Grounds will be moving to five (5) steps
 - b. Cafeteria and Bus Drivers will be moving to three (3) steps)
3. Abolish the two tier wage distinction between cafeteria workers
4. Rename “Cafeteria Helpers” to “Food Service Workers”
5. Create new “Cook” position starting at \$22.50 an hour at Step 1
6. New employees shall be credited with one step if they are certified or deemed to be bilingual and/or biliterate via an employer approved certification process and/or test if being bilingual or biliterate is not a requirement of their position within the Salem Public Schools
7. New employees shall be credited with one step if they are a graduate of Salem Public Schools
8. New employees shall be credited with one step if they are a United States Military Veteran
9. Stipends for Bilingualism/Biliteracy: Active employees and new employees who are certified or deemed to be bilingual/biliterate via employer approved certification process and/or test shall receive an annual stipend of one thousand dollars (\$1,000.00) if being bilingual or biliterate is not a requirement of their position within the Salem Public Schools. The expectation is that employees that receive this stipend will support building-based and district wide multilingual communication needs.

A-1: BUILDINGS AND GROUNDS SALARY SCHEDULE

2022-2023	Step 1	Step 2	Step 3
Building Custodian	\$22.98	\$23.41	\$23.79
Building Custodian Shift Differential 10%	\$25.28	\$25.75	\$26.17
Building Custodian in charge*	\$24.34	\$24.73	\$25.14
Senior Building Custodian & Senior Grounds Maintenance	\$27.55	\$27.94	\$28.35
SHS Senior Building Custodian	\$29.24	\$29.66	\$30.07
Grounds Maintenance	\$24.38	\$24.80	\$25.21
Substitute Custodian	\$22.98	\$23.41	\$23.79
Substitute Grounds Maintenance	\$24.38	\$24.80	\$25.21
General Maintenance	\$32.32	\$33.76	\$35.19
Licensed Maintenance (HVAC, PLUMBER, ELECTRICIAN)	\$39.49	\$41.96	\$44.42

2023-2024	Step 1	Step 2	Step 3	Step 4	Step 5
Building Custodian	\$23.61	\$24.05	\$24.44	\$25.18	\$25.93
Building Custodian Shift Differential 10%	\$25.98	\$26.46	\$26.89	\$27.70	\$28.53
Building Custodian in charge*	\$25.01	\$25.41	\$25.83	\$26.61	\$27.40
Senior Building Custodian & Senior Grounds Maintenance	\$28.31	\$28.71	\$29.13	\$30.00	\$30.90
SHS Senior Building Custodian	\$30.04	\$30.48	\$30.90	\$31.82	\$32.78
Grounds Maintenance	\$25.05	\$25.48	\$25.90	\$26.68	\$27.48
Substitute Custodian	\$23.61	\$24.05	\$24.44	\$25.18	\$25.93
Substitute Grounds Maintenance	\$25.05	\$25.48	\$25.90	\$26.68	\$27.48
General Maintenance	\$33.21	\$34.69	\$36.16	\$37.24	\$38.36
Licensed Maintenance (HVAC, PLUMBER, ELECTRICIAN)	\$40.58	\$43.11	\$45.64	\$47.01	\$48.42

2024-2025	Step 1	Step 2	Step 3	Step 4	Step 5
Building Custodian	\$24.26	\$24.72	\$25.12	\$25.87	\$26.65
Building Custodian Shift Differential 10%	\$26.69	\$27.19	\$27.63	\$28.46	\$29.31
Building Custodian in charge*	\$25.70	\$26.11	\$26.54	\$27.34	\$28.16
Senior Building Custodian & Senior Grounds Maintenance	\$29.09	\$29.50	\$29.93	\$30.83	\$31.75
SHS Senior Building Custodian	\$30.87	\$31.31	\$31.75	\$32.70	\$33.68
Grounds Maintenance	\$25.74	\$26.18	\$26.62	\$27.41	\$28.24
Substitute Custodian	\$24.26	\$24.72	\$25.12	\$25.87	\$26.65
Substitute Grounds Maintenance	\$25.74	\$26.18	\$26.62	\$27.41	\$28.24
General Maintenance	\$34.12	\$35.64	\$37.15	\$38.27	\$39.41
Licensed Maintenance (HVAC, PLUMBER, ELECTRICIAN)	\$41.69	\$44.30	\$46.90	\$48.30	\$49.75

2025-2026	Step 1	Step 2	Step 3	Step 4	Step 5
Building Custodian	\$24.99	\$25.46	\$25.87	\$26.65	\$27.45
Building Custodian Shift Differential 10%	\$27.49	\$28.00	\$28.46	\$29.31	\$30.19
Building Custodian in charge*	\$26.47	\$26.89	\$27.34	\$28.16	\$29.00
Senior Building Custodian & Senior Grounds Maintenance	\$29.96	\$30.38	\$30.83	\$31.75	\$32.71
SHS Senior Building Custodian	\$31.80	\$32.25	\$32.70	\$33.68	\$34.69
Grounds Maintenance	\$26.51	\$26.97	\$27.41	\$28.24	\$29.08
Substitute Custodian	\$24.99	\$25.46	\$25.87	\$26.65	\$27.45
Substitute Grounds Maintenance	\$26.51	\$26.97	\$27.41	\$28.24	\$29.08
General Maintenance	\$35.15	\$36.71	\$38.27	\$39.41	\$40.60
Licensed Maintenance (HVAC, PLUMBER, ELECTRICIAN)	\$42.94	\$45.63	\$48.30	\$49.75	\$51.25

A-2: FOOD SERVICES SALARY SCHEDULE

Summary of agreements beginning 2023-24:

- Add a 2.75% COLA for the years 2023-24 and 2024-25
- Add two (2) new steps
- Abolish two tier wage distinction (e.g., Cook after 7/1/08)
- Rename “Cafeteria Helpers” to “Food Service Workers”
- Create new “Cook” position starting at \$22.50 an hour at Step 1
- See additional compensation agreements pertaining to all AFSCME employees

2022-2023	Step 1
Head Cook	\$25.72
Cook	\$20.96
Cook after 7-1-08	\$18.16
Cafeteria Helper	\$20.96
Cafeteria Helper after 7-1-08	\$18.16
Driver	\$23.82

2023-2024	Step 1	Step 2	Step 3
Head Cook	\$26.43	\$27.22	\$28.04
Cook	\$22.50	\$23.18	\$23.87
Cook after 7-1-08	n/a	n/a	n/a
Food Service Worker	\$21.54	\$22.18	\$22.85
Cafeteria Helper after 7-1-08	n/a	n/a	n/a
Driver	\$24.48	\$25.21	\$25.97

2024-2025	Step 1	Step 2	Step 3
Head Cook	\$27.15	\$27.97	\$28.81
Cook	\$23.12	\$23.81	\$24.53
Food Service Worker	\$22.13	\$22.79	\$23.48
Driver	\$25.15	\$25.90	\$26.68

2025-2026	Step 1	Step 2	Step 3
Head Cook	\$27.97	\$28.81	\$29.67
Cook	\$23.81	\$24.53	\$25.26
Food Service Worker	\$22.79	\$23.48	\$24.18
Driver	\$25.90	\$26.68	\$27.48

A-3: CLERICAL SALARY SCHEDULE

Summary of agreements beginning 2023-24:

- Add a 2.75% COLA for the years 2023-24 and 2024-25
- Add two (2) new steps

2022-2023	Step 1	Step 2	Step 3
Senior Clerk & Typist	\$25.47	\$25.94	\$26.61
Senior Account Clerk	\$26.47	\$26.94	\$27.61
Sr. Clerk & Stenographer (HS)	\$25.64	\$26.37	\$27.03
Sr. Clerk & Stenographer (HS)	\$26.73	\$27.47	\$28.13
Principal Account Clerk	\$28.30	\$29.00	\$29.68
Account Clerk	\$25.15	\$25.75	\$26.41

2023-2024	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Clerk & Typist	\$26.17	\$26.65	\$27.34	\$28.16	\$29.01
Senior Account Clerk	\$27.20	\$27.68	\$28.37	\$29.22	\$30.10
Sr. Clerk & Stenographer (HS)	\$26.35	\$27.10	\$27.77	\$28.61	\$29.46
Sr. Clerk & Stenographer (HS)	\$27.47	\$28.23	\$28.90	\$29.77	\$30.66
Principal Account Clerk	\$29.08	\$29.80	\$30.50	\$31.41	\$32.35
Account Clerk	\$25.84	\$26.46	\$27.14	\$27.95	\$28.79

2024-2025	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Clerk & Typist	\$26.89	\$27.39	\$28.09	\$28.94	\$29.80
Senior Account Clerk	\$27.95	\$28.44	\$29.15	\$30.02	\$30.92
Sr. Clerk & Stenographer (HS)	\$27.07	\$27.84	\$28.54	\$29.39	\$30.28
Sr. Clerk & Stenographer (HS)	\$28.22	\$29.00	\$29.70	\$30.59	\$31.51
Principal Account Clerk	\$29.88	\$30.62	\$31.33	\$32.27	\$33.24
Account Clerk	\$26.55	\$27.19	\$27.88	\$28.72	\$29.58

2025-2026	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Clerk & Typist	\$27.70	\$28.21	\$28.94	\$29.80	\$30.70
Senior Account Clerk	\$28.78	\$29.30	\$30.02	\$30.92	\$31.85
Sr. Clerk & Stenographer (HS)	\$27.88	\$28.68	\$29.39	\$30.28	\$31.18
Sr. Clerk & Stenographer (HS)	\$29.07	\$29.87	\$30.59	\$31.51	\$32.45
Principal Account Clerk	\$30.77	\$31.54	\$32.27	\$33.24	\$34.24
Account Clerk	\$27.35	\$28.00	\$28.72	\$29.58	\$30.47

A-4: BUS EMPLOYEES SALARY SCHEDULE

Summary of agreements beginning 2023-24:

- Add a 2.75% COLA for the years 2023-24 and 2024-25
- Add two (2) new steps

2022-2023	Step 1
Bus Driver	23.12
Bus Monitor	15.61

2023-2024	Step 1	Step 2	Step 3
Bus Driver	\$23.76	\$24.47	\$25.20
Bus Monitor	\$16.04	\$16.52	\$17.02

2024-2025	Step 1	Step 2	Step 3
Bus Driver	\$24.41	\$25.14	\$25.90
Bus Monitor	\$16.48	\$16.97	\$17.48

2025-2026	Step 1	Step 2	Step 3
Bus Driver	\$25.14	\$25.90	\$26.67
Bus Monitor	\$16.97	\$17.48	\$18.01

APPENDIX B: ABSENCE CONTROL POLICY

POLICY STATEMENT

Supervisors and Managers are responsible for regularly monitoring attendance within their departments and must take progressive steps to consistently control absenteeism within their departments.

GOAL

Our goal will continue to ensure a productive work force by minimizing abuse of a generous sick leave benefit.

SCOPE

This policy shall be in effect for all employees of the City of Salem.

SECTION 1.

SICK LEAVE PROCEDURES

- A. A medical note from the employee's physician may be required whenever three (3) or more consecutive workdays, or portions thereof, are missed due to illness.

- B. A standard Return to Work form may be used or the employee may obtain a medical note, which shall include the following:
 - 1. The Doctor's signature, indicating that the employee is under his/her care, and the date of treatment.
 - 2. A statement as to whether or not the employee is able to work.
 - 3. If the employee is unable to work, the anticipated Return to Work date or date of follow-up medical examination.
 - 4. A statement of current diagnosis.
 - 5. A recommendation of any restrictions on activities and the length of time such restrictions should be maintained. In the event that restrictions are needed, the Department Head, at his or her discretion, may determine the employee eligible for a light-duty work assignment.

- C. In the event that an absence due to illness exceeds the physician's written anticipated Return to Work date, then a new medical note, which shall include all of the above-described components, shall be required.

- D. Should any of the required medical documentation, as specified above, be missing from a physician's note, the Department Head may require the employee to forward the same prior to approving sick leave payment.
- E. Compensation for sick leave shall be contingent upon the employee's compliance with all of the above described provisions.
- F. A Standard Return to Work form is required prior to an employee's Return to Work following a lengthy illness, surgery, etc.

**SECTION 2
NOTIFICATION**

- A. Employees who must be absent or tardy for any reason should telephone their supervisor as early as possible to explain the reason for being absent or tardy, and to provide for adequate staffing. Except under emergency situations, it is not appropriate for any individual other than the employee to report an absence. Absences are reported to a supervisor only and may not be recognized if reported to an operator or fellow staff member.
- B. Planned absences/tardiness should be discussed as far ahead as possible of the anticipated date. For any sick call made more than ten (10) minutes after the start of the work shift, sick leave pay may be deducted on a pro-rated basis in quarter-hour increments until the time that the call is recorded.
- C. An employee who is absent without notifying the supervisor shall be subject to a written warning initially. On the second offense, he or she is subject to a three-day suspension. A third offense may result in termination. An employee who is absent three consecutive workdays without notifying the supervisor is subject to termination.

**SECTION 3.
EXCESSIVE USE/ABUSE OF SICK LEAVE**

- A. Excessive Absence could be defined as:
 - 1. When there are three (3) or more nonconsecutive sick days, or portion thereof, in any calendar month and one (1) or more of these absences are medically undocumented.
 - 2. When the Department Head discerns a pattern of routine absenteeism in any three (3), six (6), or twelve (12) month period. When an employee uses 50% or more of his/her annual sick leave accrual without appropriate medical documentation.

- B. In the event the Department Head questions whether an employee is utilizing excessive absences, then he/she shall advise the employee of this belief through a formal conference. Following this conference, if a determination of excessive absence is made, the employee may be placed on a probationary sick leave status, for a period of six (6) months. During said six (6) month period, the employee shall be required to provide medical documentation justifying every absence due to sickness taken during this period in order to be eligible for sick leave pay. In the event said employee fails to justify any absence during this period, such failure to so document the absence shall be just cause for disciplinary action. If upon the conclusion of the six-month probationary period, no further evidence of excessive absence is presented; the employee will be removed from probationary sick leave status.

- C. In the event the Department Head determines that an employee has abused sick leave privileges by feigning illness, or making a false statement relative to any injury or illness, sick leave pay shall be withheld for the period in question. In addition, the Department Head shall take appropriate disciplinary action by suspending the employee from duty. A subsequent offense of sick leave may result in the employee's termination of employment in compliance with the provisions of M.G.L. Chapter 31.

- D. The sick leave abuse clause described above shall apply in instances where an employee leaves work, claiming illness when given a particular work assignment. In such instance, the Department Head or his/her designee may require medical documentation, as outlined in Section 1 B, prior to approving sick leave payment. The employee's failure to provide such documentation may be considered just cause for disciplinary action as described above.

APPENDIX C: ALCOHOL AND DRUG POLICY

The City of Salem has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the City of Salem has established this policy regarding drug and alcohol use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug use. Employees of the City of Salem are visible and active members of the communities where they live and work. They are inescapably identified with the City and expected to represent it in a responsible and creditable fashion. The vast majority of our employees reflect credit upon themselves and the City of Salem, which they represent.

While the City of Salem has no intention of intruding into the private lives of its employees, the City does expect employees to report for work in condition to perform their duties. The City recognizes that employee off the job as well as on-the-job involvement with drugs and alcohol can have an impact on the work place and on our ability to accomplish our goal of an alcohol and drug-free work environment.

The following is the City of Salem's policy:

- 1) Pursuant to the Drug-Free Workplace Act of 1988, it is the policy of the City of Salem to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol in the workplace. The illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on City Property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
- 2) Employees who are under the influence of alcohol, either on the job or when reporting to work, or who possess or consume alcohol during work hours, have the potential for interfering with their own as well as their co-workers' safe and efficient job performance. Consistent with existing City of Salem practices, such conditions will be proper cause for administrative action up to and including termination of employment.
- 3) Off-the-job illegal drug activity which could adversely effect an employee's job performance or which could jeopardize the safety of other employees, the public, or City property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment.
- 4) . Employees who are involved with off-the-job drug activity may be considered in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the City and other factors relative to the impact of the employees' arrest upon the conduct of City business.

5) Some of the drugs which are illegal under federal, state, or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens, depressants and stimulants not prescribed for current personal treatment by an accredited physician.

6) In compliance with Federal Law, the City requires that as a condition of his or her employment under a federal grant or contract, an employee must notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction. The City will take appropriate action as previously described.

7) Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

Any employee, while on City property or during that employee's work shift, including without limitation all breaks and meals periods, consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately pending further investigation. If use or possession is sustained, disciplinary action, up to and including discharge, will be imposed.

This statement is to clarify the City of Salem's operational stance and to provide for prompt effective reaction to any alcohol or drug related situation which has or could have an impact on municipal operations. It does not alter in any way the policy of assisting employees in securing proper treatment or extending the coverage of the health benefits plan as indicated for problem drinking, alcoholism or other drug dependencies.

APPENDIX D: EMPLOYEE ASSISTANCE POLICY

Over ten million people in America's workforce suffer from personal problems, which adversely affect job performance and attendance. Many suffer from marital or family distress, financial trouble, nervous or emotional disorders, alcohol problems, poor physical health, drug abuse, legal problems, or other concerns. Historically, employers have ignored such problems. Sometimes supervisors and friends help an employee conceal poor performance because they fear the troubled employee will be disciplined. These actions hurt the employee, his or her family, fellow workers and the City.

The City of Salem recognizes that its employees are its most important resource. In order to help employees deal with their problems, we have established an Employee Assistance Program (EAP). The purpose of the EAP is to offer confidential assessment, counseling and referral services to employees and their family members whose problems have begun to interfere with their work performance.

The EAP services will be delivered by a qualified EAP provider who shall have on staff licensed psychiatrists, psychologists, social workers, vocational rehabilitation specialists and other mental health professionals who are qualified to provide an initial assessment, short-term counseling, referral and follow-up.

There are two ways an employee may gain access to the services of the EAP:

- 1) Self-referral, and
- 2) Supervisory referral.

SELF REFERRAL:

Experience has shown that an EAP works best when employees and their families voluntarily seek assistance on a confidential basis. All employees and their families will be provided with the necessary material (name of EAP Representative, etc.) so they may have access to EAP Services 24 hours a day. Access may be gained by contacting the EAP Representative assigned by the EAP Provider. The Representative will meet with the employee at a convenient time and place. There will be no charge to the employee for the initial assessment. If the EAP Representative recommends further professional help, he/she will work with the employee to locate services that are totally or partially covered by health insurance.

SUPERVISORY REFERRAL:

The supervisory referral method is also voluntary. That is, the supervisor is under no obligation to refer an employee to the EAP and the employee is under no obligation to go. The following is the policy in instances where a job performance or attendance problem has already developed.

- A) When an employee's performance or attendance is unsatisfactory, it will be called to the employee's attention by the supervisor and documented.
- B) The supervisor will not delve into personal problems or their causes.

- C) If it appears that the employee cannot or will not improve performance or attendance, he or she may be referred to the EAP Representative. During the initial contact, the EAP Representative will try to help the employee clarify your concerns and develop ways to address problem issues. If the difficulties are not resolved through counseling with the EAP, the Representative may refer the employee to other resources for further assistance.
- D) Employees must give their consent for any communication between the City and their therapist/caregiver. Only when an employee is considered at risk of harming themselves or others would this policy be overridden.
- E) Confidentiality of the referral of an employee into the EAP is paramount. Only the supervisor will know the reason for the referral; the supervisor's supervisor may simply be aware that a referral and/or involvement have been initiated. An informal memorandum of understanding may be used by the supervisor to clearly state and document to the employee the areas of work performance requiring improvement and encouraging a referral through the EAP process. This memorandum will not become part of the employee's Human Resources folder, nor will a referral and/or involvement in the EAP process reflect negatively on an employee's work record.
- F) It is solely up to the employee to accept the offer of assistance or not. If job performance or attendance problems improve to a satisfactory level, no further action will be taken.
- G) Referral to the EAP may not suspend normal disciplinary procedures. Whichever method is used, discussions with the EAP staff will be held in the strictest confidence.

Since an employee's preoccupation with the problems of a family member can also disrupt work performance or personal well being, the program is available for family members (spouse, child, parent, step-parent or child and in some cases a significant other). The City is confident that most performance problems can be successfully managed if identified and treated early. As such, the City is committed to providing the necessary management training, employee workshops and program promotion to ensure the success of the Employee Assistance Program.

ADDENDA AND SIDE AGREEMENTS

ADDENDUM 1:SIDE AGREEMENT EFFECTIVE JULY 1, 2015

As a matter of Side Agreement and not as part of the collective Bargaining Agreement, the parties agree as follows:

That the present secretary at the Horace Mann Laboratory School, Susan Fair, shall be “grandfathered” in order to be eligible for the forty-five (45) day sick leave buy back provision contained in Part I, Article XIII, Section E.

****THIS IS ONE OF THE AGREEMENTS PROVIDED TO THE COMMITTEE DURING NEGOTIATIONS THAT SHOULD BE INCLUDED HERE.**

ADDENDUM 2: SIDE AGREEMENT EFFECTIVE JULY 1, 2022

As a matter of Side Agreement and not as part of the collective Bargaining Agreement the parties agree as follows:

All main building clerks shall be moved to Full Year Clerical Employees for FY 2023. The Committee agrees to “grandfather” any existing employee that is not currently full year and does not want to exercise this option.

ADDENDUM 3: SIGNING BONUS

Current staff members will receive a onetime signing bonus upon ratification of the contract effective July 1, 2021 – June 30, 2023 per the following requirements:

\$2,000 signing bonus for all current full time staff members who worked March 2020 through March 2021 to be paid in FY 2022 after ratification.

\$1,000 signing bonus for all current part time staff members who worked March 2020 through March 2021 to be paid in FY 2022 after ratification.

ADDENDUM 4: EVALUATION PROCEDURE JLMC

The parties agree to form a joint labor management subcommittee to develop an evaluation system for all AFSCME employees. The Association shall appoint no more than (1) representative from each classification to this subcommittee. The subcommittee will convene at least four times over the course of the 2022-2023 school year. The subcommittee shall make a recommendation to the Parties on an evaluation system for implementation in the 2023-2024 school year. Either Party may request to negotiate regarding recommendations.

ADDENDUM 5: ELECTRONIC TIME KEEPING JLMC

The Parties agree to form a joint labor management committee during the 2022-2023 school year to work together on the issue of an approved electronic record keeping system or time clock system for employees to use to track their time. The subcommittee will convene at least four times over the course of the 2022-2023 school year. The subcommittee shall make a recommendation to the Parties on an electronic time keeping system for implementation in the 2023-2024 school year. Either Party may request to negotiate regarding said recommendations.