

AGREEMENT BETWEEN

THE

MARLBOROUGH SCHOOL COMMITTEE

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

**AFL-CIO, STATE COUNCIL 93, LOCAL 1709
CUSTODIANS/HOUSEWORKERS**

July 1, 2022– June 30, 2025

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This Agreement entered into by the Marlborough School Committee, hereinafter referred to as the "Employer" and American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1709 (Custodians/Housekeepers), hereinafter referred to as 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.

**ARTICLE I
RECOGNITION**

1. Subject to any applicable provisions of state or federal law or regulations now or hereafter in effect, the Committee recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours and other conditions of employment for all employees as defined by the Massachusetts Labor Relations Commission in case No. 1219 in the classification of:

Custodian/Housekeeper

Head Elementary Custodian

Head Middle School Custodian

Head High School Custodian

Head Night Custodian

and excluding all other employees in the City of Marlborough School Department.

ARTICLE II

MANAGEMENT RIGHTS

The Committee reserves to itself all of the authority, power, rights and jurisdiction it has by statute and which it has not amended by any specific provision of this Agreement. It specifically retains the right to manage its affairs; to establish new job classifications and job duties and functions; to change, reassign, abolish, hire, promote, transfer, assign, retain; to discipline, suspend, demote and discharge employees for just cause. It is further reserved to the Committee to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

ARTICLE III

UNION DUES AND INITIATION FEES

1. Employees shall tender monthly membership dues by signing the Membership Application form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executed or has executed such form and remit a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.
2. Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.
3. The Union shall indemnify and save the Committee and/or the City of Marlborough harmless against all claims, demands, suits or other forms of liability which may arise by

reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

4. The Committee agrees that in accordance with provisions of Chapter 150E of the General Laws of Massachusetts, it will request the City Controller to deduct membership dues from the salaries of its employees who have voluntarily submitted a written authorization in the form set forth below:

AUTHORIZATION FOR PAYROLL DEDUCTION:

Name of Employee: _____

Name of Employer: _____

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period the amount of \$ _____. This amount shall be paid to the treasurer of Local Union No. _____ and represents payment of my union dues.

Employee's Signature: _____

Employee's Address: _____

ARTICLE IV

DISCRIMINATION AND COERCION

1. There shall be no discrimination by the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order which would violate this Agreement.
2. Neither the Union nor the Committee shall discriminate against any employee on the basis of non-membership in the Union or on the basis of any of the protected classifications under Massachusetts General Laws, Chapter 151B.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

1. Definition: For the purposes of this Agreement, a grievance is defined as a dispute between an employee covered by this Agreement and the Committee over the application, meaning or interpretation of the provisions of this Agreement. A grievant shall be defined as a member or members alleging a violation of this Agreement by the submission of a grievance for resolution through the procedure set forth herein.

Step 1: The grievant, with or without the Union Steward and/or Representative of the Union, shall present the grievance in writing, setting forth the details of the grievance including the provisions of this Agreement alleged to have been violated, to his/her Principal or designee within five (5) working days of the date of the incident which gave rise to the grievance or from the date when he/she should have known of the incident. The Principal or designee shall attempt to adjust the matter by meeting with the grievant and the Union Steward and/or Representative and shall respond in writing to the grievant and/or the Union within five (5) working days of such meeting.

Step 2: If the Grievance has not been settled, it shall be presented in writing in the same manner as set forth in Step 1 to the Superintendent of Schools within ten (10) working days after the Principal's response is due. The Superintendent shall meet with the grievant and the Union Steward and/or Representative and will respond to the grievant and the Union, in writing, within ten (10) working days of such meeting.

Step 3: Grievances involving the discipline, suspension or discharge of an employee will not be heard by the School Committee but will proceed directly to Step 4. For all other matters, if the grievance still remains unadjusted, it shall be presented to the School Committee, in writing, in the same manner as set forth in Step 1, within five (5) working days after the response of the Superintendent is due. The School Committee shall respond in writing within ten (10) working days after the next regularly scheduled meeting of the School Committee following receipt of the grievance at this Step.

Step 4: If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the School Committee is due, or in the case of grievances involving discipline, suspension or discharge within thirty (30) calendar days after the Step 2 response is due, by written notice to the other, submit the matter to arbitration as provided herein.

2. The arbitration proceeding shall be conducted by an Arbitrator selected mutually by the Committee and the Union pursuant to the rules of the American Arbitration Association ("AAA").
3. The Arbitrator selected shall have no power to modify, amend, add to, detract from or alter the specific provisions of this Agreement. The Arbitrator shall be requested to render his/her decision, which shall be final and binding upon the parties, within thirty (30) days after the conclusion of the hearings and the submission of post-hearing briefs, if any.
4. The expenses of the Arbitrator shall be borne equally by the parties.
5. Any action taken by a Principal which involves the discipline, suspension or dismissal of a bargaining unit member may be appealed directly to the Superintendent of Schools; any

action taken by a Superintendent which involves the discipline, suspension or dismissal of a bargaining unit member may be appealed directly to arbitration. If the discharge is submitted to arbitration, the Arbitrator shall have the power to settle the grievance up to and including restoration to the job with all compensation and privileges that would have been due to the employee except for the discharge.

ARTICLE VI

SENIORITY

1. The length of service of the employees covered by this Agreement shall determine the seniority of such employees. Seniority will begin from the first day of work.
2. The Principal of the school in consultation with the Custodial Supervisor has the final decision regarding all cases of promotion within the bargaining unit, transfer, and preference in assignment to shift work. Where all factors are substantially equal, including but not limited to qualifications, performance, and the needs of the District, seniority will be considered.
3. Seniority will control in the event of layoff or involuntary transfers within classifications covered by this Agreement. Bumping from a higher to a lower classification in the event of a layoff will be governed by seniority with the rate of pay commensurate with the position.

ARTICLE VII

PROBATION PERIOD

1. The first six (6) months of service after the first day of work shall be considered to be the probationary period. An employee, whose service during this probationary period is not satisfactory to the Committee, may be dismissed from the service without recourse to the grievance or arbitration provisions of this Agreement.

ARTICLE VIII

PERFORMANCE EVALUATION/DISCIPLINE

1. Employees will be evaluated after the first sixty (60) days of employment and annually thereafter. Employees shall be evaluated in accordance with the form attached hereto in Appendix B.
2. No employee who has satisfied his/her probationary period shall be disciplined without just cause.
3. A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or a designated supervisor which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter. An employee may request the removal of critical or unsatisfactory statements in his/her personnel file after five (5) years if there has been no reoccurrence of the behaviors which lead to the statements.

ARTICLE IX

CLASSIFICATION AND PAY SCHEDULE

1. There shall be attached to and considered part of this Agreement a Classification and Pay Schedule marked Appendix A. Employees shall be compensated in accordance with the Wage Schedule attached.
2. Appendix A shall list the school level, title, classification and wages relating to the employee affected.
3. All employees covered by this Agreement hired after July 1, 2003 shall participate in direct deposit.

ARTICLE X

HOURS OF WORK AND OVERTIME

1. The work week shall consist of five (5) consecutive eight (8) hour days and may include Saturday and Sundays.
2. All employees shall be scheduled to work on a regular work shift and each work shift at each respective school building shall have a regular starting and completion time. Except for emergencies, work schedule shall not be changed. However, during school vacation periods, all custodians/houseworkers shall work the day shift. The Committee will notify the Union of the hours of work for each position covered by this Agreement in August and January of each year and any changes to the hours of work will not be greater than one-half ($\frac{1}{2}$) hour in either direction. The parties agree that an individual employee may agree to different hours.
3. Time worked in excess of forty (40) hours in one week shall be considered overtime and paid at the rate of time and one-half the basic hourly rate of the classification. All work

performed on a Sunday, or the seventh day for those employees who work weekend schedules, will be paid at double the employee's regular straight time rate of pay. Employees who are scheduled to work on a Friday and who take a sick day will not be eligible for any overtime opportunities for the immediately following weekend.

Although overtime work will ordinarily be voluntary, employees shall recognize their responsibility to furnish overtime services when called upon to do so by the School Department, particularly in weather-related events. When possible, the scheduling of overtime shall be coordinated in advance.

4. Weekend Building Check: Any employee covered by this Agreement who is required by the Superintendent of Schools or his designee to check the building on a weekend will be compensated at the rate of time and one-half his basic hourly rate and will be guaranteed a minimum of two (2) hours.
5. Employees covered by this Agreement, who, after having left their place of employment upon the conclusion of their work shift, are called back for work in their classification, except for outside activities or planned overtime, shall be paid time and one-half of their basic hourly rate for a minimum of three (3) hours.
6. Employees covered by this Agreement, who are assigned outside of their normal workday to work when the school buildings are being used for activities sponsored by organizations or persons other than school-related activities, shall be paid for such time worked.
7. If an employee covered by this Agreement is required to work for sponsored activities, he/she shall be paid at the rate of time and one-half of his/her basic hourly rate with a guarantee of two (2) hours minimum. When working a detail for an outside vendor and

time allows, employees may be assigned regular custodial duties in the general area of the detail.

8. Overtime shall be equally and impartially distributed in each area among those who ordinarily perform such related work in the normal work week.
9. When, in case of emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from the duties first when the work load lessens.
10. Overtime shall be voluntary; however, if there are no volunteers, the Committee or designee may assign the overtime work in the respective work area to the junior employee assigned to such area. Overtime work refused by an employee shall be considered worked for the purpose of equitable distribution of such overtime. Except as herein provided, there shall be no discrimination against any employee who declines to work overtime.
11. The Administration shall keep records of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Steward with the Supervisor.
12. Members shall be required to keep accurate records of their working hours and are responsible for clocking in and out, using an electronic time clock or other timekeeping record as determined by the Superintendent or his/her designee. The Parties agree to meet prior to the implementation of such electronic clock or timekeeping system.

ARTICLE XI

JOB POSTINGS AND BIDDING

1. When a position becomes vacant, the employer shall post the position within the school system in each work site in conspicuous places, listing the hours, pay, duties and

qualifications for the position for a period of five (5) days. Such vacancies will be posted within fifteen (15) days of the position becoming vacant. A copy of such posting shall be given to the president of the Union. Applicants may apply through the electronic application process or in writing by giving written notice to the Human Resources Department within the posting period. When qualifications are substantially equal, seniority shall be considered. However, pursuant to Article V, Section 2, the Principal shall retain final authority as to the appointment decision.

2. When a current employee applies for a position, he/she will be informed of the decision within ten (10) days; however, in the event that the Employer cannot inform him/her within the ten (10) days, the Employer will provide the reason, in writing, why more than 10 days is needed.

ARTICLE XII

UNION REPRESENTATIVES

1. A written list of Chapter officers and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.
2. Upon request, Union officers, stewards, and elected delegates may be granted leaves of absence with or without pay to attend meetings, conventions, and executive board meetings of the local, city, state, regional and parent organizations, at the sole discretion of the Superintendent. Requests for such leave shall be made in advance, in writing, to the Employer. If leave is granted, the Superintendent shall have the authority to impose limitations on such leave. Decisions made by the Superintendent on such leave requests shall not be subject to the grievance and arbitration provisions of this Agreement. Upon

request, the Union will furnish the Employer with a list of Union officers, stewards, and elected delegates.

3. Any new employee will be allowed up to one half (1/2) hour, without loss of pay, with the Steward for the Union Orientation within the first ten (10) days of employment. The Union Orientation will include, but not be limited to, the contract, AFSCME member benefits and a Membership Application form.

ARTICLE XIII

HOLIDAYS

1. The following shall be paid holidays:

1/2 shift the day before New Year's Day

New Year's Day

Martin Luther King Day

Presidents' Day

Patriots' Day

Memorial Day

Juneteenth (June 19)

July 4th

Labor Day

Columbus Day

Veterans' Day

The day before Thanksgiving will be a half (1/2) day for the bargaining unit members provided that school is not in session for students on that day.

Thanksgiving Day

Friday after Thanksgiving Day

1/2 shift the day before Christmas

Christmas Day

One (1) floating holiday which is to be taken with the prior approval of the Custodial Supervisor.

With the prior approval of the Custodial Supervisor, employees may combine the two (2) half holidays (either the day before Thanksgiving, Christmas Eve or New Year's Eve) for a full day holiday on either Christmas Eve or New Year's Eve.

When Christmas occurs on a Saturday, then the half shift the day before Christmas will be a full shift holiday.

2. Employees who work weekend schedules will be granted an additional floating holiday to be taken with the prior approval of the Custodial Supervisor.
3. All employees covered by this Agreement will be eligible for fifteen and one-half (15.5) of the above listed holidays each year, when Veterans Day is observed on a Monday – Friday; otherwise employees will be eligible for fourteen and one-half (14.5) of such holidays. Actual holidays will be determined based on the actual work week of the employee.
4. If one of the foregoing holidays is observed during the employee's work week, he/she shall be paid for such day.
5. If one of the foregoing holidays is observed during an employee's vacation period, the day shall be recorded as a paid holiday, not a vacation day.
6. If an employee is required to work on one of the foregoing holidays, he/she shall be entitled to the holiday pay at straight time plus time and one-half at his/her basic hourly wage for the time worked. If an employee is required to work for sponsored activities, he/she shall be paid at the rate of double time at his/her basic hourly rate for the time worked on holidays.

ARTICLE XIV

VACATIONS

1. Employees covered by this Agreement shall be entitled to paid vacation as follows:

In the first year of employment, i.e., prior to completing one (1) full year of employment, an employee will accrue vacation at the rate of one (1) day per month worked not to exceed ten (10) days, i.e., two (2) weeks, per year.

On each July 1 following the employee's first anniversary, paid vacation time shall be awarded according to the following schedule:

Two (2) weeks of vacation after completion of years 1 through 4;

Three (3) weeks of vacation after completion of years 5 through 9;

Four (4) weeks of vacation after completion of years 10 through 14;

Four (4) weeks and one (1) day of vacation after completion of 15 years;

Four (4) weeks and two (2) days of vacation after completion of 16 years;

Four (4) weeks and three (3) days of vacation after completion of 17 years;

Four (4) weeks and four (4) days of vacation after completion of 18 years;

Five (5) weeks of vacation after completion of 19 years of service.

2. Effective July 1, 2020, the amount of vacation time each employee is entitled to is based upon the amount of previous continuous employment in the system on or before June 30th of each year, with the exception of those employees in their first year of employment per Section 1, above.
3. The Custodial Supervisor shall determine when the vacation period shall be taken and shall determine the number of employees who may be on vacation at any one time period.
4. Seniority shall govern as to the selection of the vacation.

5. Employees covered by this agreement who have earned vacation may, subject to the approval by the principal and the Custodial Supervisor, take said vacation between July 1, and June 30 of each year. Ten (10) vacation days may be carried from year to year.
6. In the event of separation from employment, unused vacation time will be paid out to the employee or, in the event of death, to the person or persons to whom unpaid salary is payable.

ARTICLE XV

SICK LEAVE

1. Employees covered by this Agreement may be entitled to eighteen (18) days Sick Leave earned at a rate of 1.5 days per month with a maximum accumulation of 230 days.

An employee covered by this Agreement shall be granted five (5) days, non-cumulative, which shall be deducted from accumulated sick leave for illness of an emergency nature in said employee's immediate household where his/her presence is necessary. Employees must notify their principal or head custodian if they will be absent because of illness no later than one half (1/2) hour into their scheduled shift.
2. The Superintendent may require a medical report by a competent physician other than the attending physician.
3. An employee shall be terminated if absent from work without authorization for three (3) or more days.
4. An employee may use accrued sick time to make up the difference between Worker's Compensation benefits and the employee's regular daily rate of pay, but in no event will the combination of sick time and Worker's Compensation benefits exceed the employee's regular daily rate of pay. If a question arises as to whether an employee is entitled to

compensation under the Worker's Compensation Act, it is agreed that, pending resolution of said question, the employee may draw from available accrued sick leave, if any. If the employee is awarded Worker's Compensation benefits for any time period for which he/she was paid sick leave benefits, the employee shall reimburse the District for such sick leave pay, which when combined with the Worker's Compensation benefits exceeds 100% of the employee's regular daily rate of pay. Upon such repayment, Sick Leave credits in an amount equal to the repayment shall be re-credited to the employee's accumulation.

5. In the event of a long term illness or absence due to a work related injury or disability, the employee shall give the employer a five (5) day notification of his/her anticipated return to work during which time the Employer may arrange an appointment with its medical component. If the Employer requires the employee to meet with a medical physician prior to his/her return to work and the physician supports and agrees with employee's medical evidence permitting the employee's satisfactory return to work, the employee shall suffer no loss of pay or sick leave accumulation after the employee's original return to work date.
6. Sick Leave Buy Back: Employees hired after July 1, 2013 will not be eligible for sick leave buy back under this section. A member of the bargaining unit covered by this Agreement hired before July 1, 2013 and who has completed ten (10) consecutive years of service in the Marlborough Public School System will, upon retirement or death, receive in his/her last check an amount of money determined in accordance with the following formula: 30% of the employee's unused accumulated sick leave at his/her then daily rate of pay, but in no event shall said sum exceed \$7,500.00.

7. Sick Leave Bank:

1. A Sick Leave Bank will be maintained for utilization for qualified members whose sick leave accumulation is exhausted through illness or accident and who require additional leave to make full recovery from an illness or accident.
2. The Sick Leave Bank shall be governed by a Sick Leave Bank Committee consisting of three (3) members designated by the Union, two (2) members designated by the Committee, and the Superintendent of Schools. The decision of the Sick Leave Bank Committee will be final and binding. In the event of a tie vote, the decision will be in favor of the applicant. Decisions of the Sick Leave Bank Committee shall be made within fifteen (15) school days next following receipt of the application. Meetings of the Sick Leave Bank Committee will be held after school during the Superintendent's office hours.
3. To qualify for membership in the Bank, it is necessary to have a threshold figure of 30 days accumulated sick leave and to donate one (1) day to the Bank. August 1st of each year is the deadline for the accumulation of the threshold figure.
4. After the Bank has accumulated more than five hundred (500) days, only new members will be required to donate to the Bank in order to become a qualified member. However, when the number of acquired days in the Bank drops below five hundred (500), all of the members of the Bank will donate one (1) day a year to replenish the Bank. Any member of this Association may voluntarily authorize a specific number of days, in addition to the one (1) day that all members will be assessed because the number dropped below five hundred (500) to be deducted from his/her own total accumulation of sick days added to the Bank. This

authorization must be made in writing to the Superintendent of Schools, stating the number of additional days he/she wishes to donate to the Bank and must be made after August 1 and prior to September 30 of the school year in which the additional deduction is to be made.

5. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the days and the anticipated extent of extended recovery time for illness. The Sick Leave Bank Committee reserves the right to request the applicant provide additional information to clarify his/her request. The doctor's certificate of illness must be renewed each calendar month.
6. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
7. An extended leave grant is limited to one hundred-eighty (180) days. The maximum limitation includes repeat occurrences of the same illness.
8. Subject to the following requirement, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and amount of leave to be granted.
 - A. In administering the Bank and determining the amount of leave, the following criteria shall be applied by the Committee:
 - a) medical evidence of serious extended illness;
 - b) prior utilization of eligible sick leave; and

- c) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.
- B. No days may be withdrawn from the Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay home to care for other members of the family nor may these days be used for a complication-free pregnancy.
- 9. Recipients of Sick Leave Bank benefits shall be entitled to the accumulation of individual sick leave in accordance with the provisions of this Agreement and on the same basis of other employees.
- 10. The unused days in the Sick Leave Bank shall be carried over from the current Agreement to a successor Agreement.
- 11. By September 1 of each year, the Union shall receive a report stating the number of days that were in the Sick Leave Bank as of August 1 immediately preceding.
- 8. Annual Sick Leave Incentive: Employees with at least one (1) year of continuous service shall be eligible for the annual sick leave buy back incentive program as described below:
 - (a) Employees who have used three (3) or fewer sick days in a given fiscal year and have one hundred fifteen (115) sick days accumulated may purchase up to ten (10) days at their per diem rate of pay in effect that same fiscal year.
 - (b) Employees who have used four (4) or more sick days in a given fiscal year and have one hundred fifteen (115) sick days accumulated may purchase up to five (5) days at their per diem rate of pay that same fiscal year.

An eligible employee shall notify the Finance Department by July 1st of his/her interest in buying back days from the previous year. Payment will be made on or about December

1st. The days paid shall be deducted from the employee's sick leave accrual. However, the deduction shall not be counted as sick days in computing a subsequent year's eligibility.

ARTICLE XVI

FUNERAL LEAVE

1. In the event of death in the immediate family of an employee, he/she will be granted leave with pay up to five (5) work days, including the day of the funeral. Bereavement leave is defined as consecutive business days immediately following the death. Any additional days may be granted at the discretion of the Superintendent or his/her designee.
2. For the purpose of this Article, the immediate family shall be defined as: employee's spouse, child, step-child, parent, sibling, grandparent, grandchild, then present mother-in-law, father-in-law, sister-in-law and brother-in-law.
3. One (1) day of leave with pay may be granted to enable an employee to attend the funeral of his aunt, uncle, niece or nephew. A second day may be granted with the approval of the Superintendent or his/her designee.

ARTICLE XVII

JURY PAY

1. If an employee is called for jury duty or is subpoenaed as a witness in a work related matter, the Committee shall pay the difference between the employee's regular wages and the amount received from each duty. If the employee is excused from reporting, he/she will report to work.
2. An employee is responsible for notifying Human Resources within forty-eight (48) hours of when they receive a subpoena related to Marlborough Public Schools Business or students.

ARTICLE XVIII

HEALTH AND WELFARE

1. Eligible employees shall be given the opportunity to participate in the same group medical, dental and life insurance programs offered by the City. Nothing herein contained shall limit the City's right to implement a change in group insurance benefits under the provisions of M.G.L. c 32B, Sections 21-23.

ARTICLE XIX

UNIFORMS

1.
 - a. Employees shall be required to wear uniforms, the type and style to be determined by a joint committee of two (2) designated administrators and two (2) union members.
 - b. Beginning July 1, 2022, the Committee will provide each permanent employee with seven (7) uniform shirts annually: five (5) polo or similar type shirts and two (2) summer weight shirts. New employees will receive their annual allotment of shirts following the successful completion of their probationary period.
 - c. Each employee shall be paid an annual allowance to purchase and maintain the uniforms in the following amounts:

Effective July 1, 2022: \$550.00;

Effective July 1, 2023: \$600.00; and,

Effective July 1, 2024: \$650.00.
2. The Committee will provide foul-weather gear in each school building.
3. Employees shall be required to wear name tags during working and overtime hours.

ARTICLE XX

REST PERIODS

1. All employees work schedules shall provide for a fifteen (15) minute rest period each one-half shift. Employees who, for any reason, are assigned to another shift in addition to their assigned work shift, shall receive a thirty (30) minute paid meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE XXI

MEAL PERIODS

1. Employees at schools with one (1) person on a shift will work an eight (8) hour day with a thirty (30) minute paid lunch period. Employees at schools with more than one (1) person on a shift will work an eight and one-half (8 ½) hour day with a thirty (30) minute unpaid lunch period. Whenever possible, the meal period shall be scheduled at the middle of the shift.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

1. Bulletin Board: Announcements shall be posted in the employee workroom. Both the Committee and the Union may use the Bulletin Boards for notices of a routine nature and it is agreed that no denunciatory or inflammatory notice shall be posted.
2. Should any provision of this Agreement be found in violation of any federal or state law by a court of competent jurors, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any benefit, privilege or working

condition existing prior to this Agreement, not specifically covered by this Agreement, shall remain in full force and effect.

3. Access to Premises: The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93 Local 1709, to enter the premises with prior notice and the prior permission of the Principal of the building for individual discussions of working conditions with employees during non-work time, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
4. In the event an employee reports to his place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for the number of hours at the rate of pay to which he/she would be entitled for his shift.
5. It is further agreed that, if the Public School Buildings are used by a non-profit organization, the employee assigned to said building, as part of this normal work assignment, will cover the activity being conducted. No other employee need be assigned to said building as part of his/her normal work assignment to cover the activity being conducted. No other employee need be assigned unless the Superintendent or his/her designee shall determine that such additional coverage is necessary. With the prior approval of the building principal or his/her designee, if cleaning is needed after said usage, the custodian may be granted at least one (1) hour of overtime to clean at the end of the shift.
6. An employee who replaces an employee in a higher classification, shall be paid at the higher rate from the first day on which said employee assumed the duties of the higher classification.

7. No employee covered by this Agreement shall transport children in his/her own vehicle.
8. Authorized use of personal cars of employees on school business will be compensated at the standard Marlborough Public School District rate per mile.
9. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that should any employee or group of employees engage in any such activity, the Union will disown such activity and will use all reasonable means to induce such employee or group of employees to terminate such activity and return to work.
10. No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.
11. The employer shall not hire temporary custodians/houseworkers. The employer retains the right to hire personnel from outside the bargaining unit as substitutes for regular staff who are on leave or otherwise unavailable for work. Substitute staff are not subject to the posting or other provisions of this Agreement. If the substitute assignment extends beyond ninety (90) work days, the Union President may initiate a conversation with the Superintendent, or his/her designee, relative to the status of the position. Additionally, the employer retains the right to hire temporary personnel to provide supplemental summer help. Such temporary summer help positions are not subject to the provisions of this Agreement and such positions do not need to be posted in accordance with this Agreement.

12. Subject to the exclusive judgment of the Superintendent and only when notified by the Superintendent or Custodial Supervisor, employees may be released from work or allowed to report on a delayed schedule, without loss of pay or benefits, during any declared weather emergency. In addition, employees covered by this Agreement shall be considered to be “essential employees” in cases of emergencies unless informed otherwise.

ARTICLE XXIII

PERSONAL LEAVE

1. Members of the bargaining unit covered by this Agreement shall be allowed three (3) days personal leave not deducted from accumulated sick leave to attend to personal, legal, business or household matters that cannot be conducted outside of work hours. Such personal days shall be granted according to the following guidelines:
 - A. Written notice must be presented to the Office of the Superintendent three (3) days prior to the date the personal day is to be taken.
 - B. The personal day shall require no explanation. The members of the bargaining unit shall, however, state in writing that the leave is to be taken for important personal business not of a recreational nature, and that such business cannot be conducted on a non-duty day.
 - C. In emergency situations, written request for a personal day may be submitted after the fact but said request must be consistent with the provisions of paragraph (2) above. Members of the bargaining unit will assume the responsibility of notifying the proper authority at the earliest possible time of the absence.
 - D. The personal day shall not be taken to extend a vacation or holiday, except with the prior approval of the Superintendent.

- E. When taking personal days consecutively, written reason must be submitted to the Superintendent for approval.

ARTICLE XXIV

LONGEVITY

1. Each member of the bargaining unit, employed by the Committee prior to July 1, 2016, shall receive a longevity payment to be paid in a lump sum, on July 1 of each year, on the basis of each employee's completion of consecutive years of service. Said payment to be made in accordance with the following schedule:

5 years	\$550
8 years	\$750
10 years	\$1,000
15 years	\$1,300
20 years	\$1,550
25 years	\$1,800

Employees hired on or after July 1, 2016 shall not be eligible for longevity.

2. For the purposes of this Article, consecutive years of service shall mean the length of an employee's uninterrupted service in years in the employ of the Marlborough School System. Unpaid, approved leaves of absence shall not be considered as breaks in said consecutive years of service; however, only years, months or days spent on paid leaves of absence shall be added to the computation of consecutive years of service.
3. The longevity payment shall be made in the first pay period of July and shall reflect the longevity payment for which the bargaining unit member was eligible as of the previous July 1st.

ARTICLE XXV

BRIDGING OF SERVICE

1. Any employee who transfers from the school department to another department in the municipal government and then returns, shall be entitled to bridge his/her time absent from the school department for the purposes of vacations and longevity, but not for sick leave, job bidding or reduction in force.

ARTICLE XXVI

LABOR/MANAGEMENT COMMITTEE

1. A committee made up of personnel from management and the union shall meet periodically to discuss day-to-day activities in an attempt to avoid potential problems and to improve the overall morale.
2. The Labor/Management Committee will also review safety practices.

ARTICLE XXVII

DRUG AND ALCOHOL TESTING

1. Standards of Conduct – Drugs and Alcohol:
Compliance with the Marlborough Public Schools Drug/Alcohol Free Workplace Policy is a condition of employment for all employees covered by the terms of this Collective Bargaining Agreement. Violations of the Marlborough Public Schools Drug/Alcohol Workplace Policy will constitute just cause for disciplinary action up to and including dismissal from employment.

2. Employee Testing:

An employee who the school reasonably suspects may be affected by the use of drugs or alcohol which may adversely affect job performance, safety or the work environment shall be subject to immediate drug and/or alcohol testing. Administrators will make the decision whether there is reasonable suspicion to believe an employee is impaired by or under the influence of a drug or alcohol while on duty in violation of this Policy.

ARTICLE XXVIII

SMOKING AND TOBACCO PRODUCTS

Employees are expected to comply with School Committee policy regarding Smoking and Tobacco Products as a condition of continued employment. Violation of such policy will constitute just cause for disciplinary action up to and including dismissal from employment.

ARTICLE XXIX

DURATION

This Agreement shall be effective as of July 1, 2022, except as otherwise provided, to and including June 30, 2025. If either party desires to negotiate changes in this Agreement, it shall give written notice to the other party ninety (90) days prior to June 30, 2025. Thereafter, negotiations for such changes shall commence sixty (60) days prior to June 30, 2025.

WHEREFORE, the parties, by their duly-authorized representatives, have caused their representatives to sign this Agreement on the dates set forth below.

Michelle F. Bodin-Hettiger
Marlborough School Committee

Date: 9/27/22

Gay A. Borneau
AFSCME, Council 93, Custodians/Houseworkers

Date: 9/21/2022

AFSCME, Council 93 Staff Representative

Date: _____

APPENDIX A

CLASSIFICATION AND PAY SCHEDULE

1. Salary Schedules:

Effective July 1, 2022, increase the salary schedule in effect on June 30, 2022 by one percent (1%).

Effective July 1, 2023, increase the salary schedule in effect on June 30, 2023 by two percent (2%).

Effective July 1, 2024, increase the salary schedule in effect on June 30, 2024 by two percent (2%).

The salary schedule will include both annual and hourly rates of pay.

The increases and changes referenced above are incorporated into the salary schedules set forth in this Appendix A.

- 2. Night Shift Differential (Second Shift):** This differential for working second shift shall be seven percent (7%). During vacation periods, this differential will be paid if a custodian/houseworker is reassigned by management to work the day shift.
- 3. Night Shift Differential (Third Shift):** This differential for the third shift shall be ten percent (10%). During vacation periods, when all custodians work the day shift, this differential will not be paid.

APPENDIX A

Effective July 1, 2022 1% Increase

FY23					
Current Title	Step	Annual	7% Night	Hourly	Hourly Diff
Houseworker/Custodian	0	\$ 45,425.35	\$ 3,179.77	\$ 21.84	\$ 1.53
Houseworker/Custodian	After 6 mo	\$ 47,565.82	\$ 3,329.61	\$ 22.87	\$ 1.60
Head Elementary Custodian	0	\$ 51,043.73	\$ 3,573.06	\$ 24.54	\$ 1.72
Head Elementary Custodian	After 6 mo	\$ 53,448.92	\$ 3,741.42	\$ 25.69	\$ 1.80
Head Night Custodian	0	\$ 51,043.73	\$ 3,573.06	\$ 24.54	\$ 1.72
Head Night Custodian	After 6 mo	\$ 53,448.92	\$ 3,741.42	\$ 25.69	\$ 1.80
Head Middle School Custodian	0	\$ 53,872.01	\$ 3,771.04	\$ 25.90	\$ 1.81
Head Middle School Custodian	After 6 mo	\$ 56,093.81	\$ 3,926.57	\$ 26.97	\$ 1.89
Head High School Custodian	0	\$ 53,872.01	\$ 3,771.04	\$ 25.90	\$ 1.81
Head High School Custodian	After 6 mo	\$ 56,093.81	\$ 3,926.57	\$ 26.97	\$ 1.89

Effective July 1, 2023 2% Increase

FY24					
Current Title	Step	Annual	7% Night	Hourly	Hourly Diff
Houseworker/Custodian	0	\$ 46,333.86	\$ 3,243.37	\$ 22.28	\$ 1.56
Houseworker/Custodian	After 6 mo	\$ 48,517.14	\$ 3,396.20	\$ 23.33	\$ 1.63
Head Elementary Custodian	0	\$ 52,064.60	\$ 3,644.52	\$ 25.04	\$ 1.75
Head Elementary Custodian	After 6 mo	\$ 54,517.90	\$ 3,816.25	\$ 26.21	\$ 1.83
Head Night Custodian	0	\$ 52,064.60	\$ 3,644.52	\$ 25.04	\$ 1.75
Head Night Custodian	After 6 mo	\$ 54,517.90	\$ 3,816.25	\$ 26.21	\$ 1.83
Head Middle School Custodian	0	\$ 54,949.45	\$ 3,846.46	\$ 26.41	\$ 1.85
Head Middle School Custodian	After 6 mo	\$ 57,215.69	\$ 4,005.10	\$ 27.51	\$ 1.93
Head High School Custodian	0	\$ 54,949.45	\$ 3,846.46	\$ 26.41	\$ 1.85
Head High School Custodian	After 6 mo	\$ 57,215.69	\$ 4,005.10	\$ 27.51	\$ 1.93

APPENDIX A

**Effective July 1, 2024
2% Increase**

FY25					
Current Title	Step	Annual	7% Night	Hourly	Hourly Diff
Houseworker/Custodian	0	\$ 47,260.54	\$ 3,308.24	\$ 22.73	\$ 1.59
Houseworker/Custodian	After 6 mo	\$ 49,487.48	\$ 3,464.12	\$ 23.80	\$ 1.67
Head Elementary Custodian	0	\$ 53,105.89	\$ 3,717.41	\$ 25.54	\$ 1.79
Head Elementary Custodian	After 6 mo	\$ 55,608.26	\$ 3,892.58	\$ 26.73	\$ 1.87
Head Night Custodian	0	\$ 53,105.89	\$ 3,717.41	\$ 25.54	\$ 1.79
Head Night Custodian	After 6 mo	\$ 55,608.26	\$ 3,892.58	\$ 26.73	\$ 1.87
Head Middle School Custodian	0	\$ 56,048.44	\$ 3,923.39	\$ 26.94	\$ 1.89
Head Middle School Custodian	After 6 mo	\$ 58,360.00	\$ 4,085.20	\$ 28.06	\$ 1.96
Head High School Custodian	0	\$ 56,048.44	\$ 3,923.39	\$ 26.94	\$ 1.89
Head High School Custodian	After 6 mo	\$ 58,360.00	\$ 4,085.20	\$ 28.06	\$ 1.96

Members will be placed at Step 0 upon hire and will move to the next step on the salary scale after six (6) consecutive months of actual service.

APPENDIX B

MARLBOROUGH PUBLIC SCHOOLS Custodial Evaluation Form

Name:		Date of Evaluation:	
School:		Shift:	
Permanent Employee	Probationary Period	Provisional Employee	

**The Employee Evaluation to be completed by June 1st each year by the Principal and submitted to
to Human Resource Office by June 30th**

WORK PERFORMANCE (comment as needed): General Rating: Satisfactory (S) Needs Improvement (NI) Unsatisfactory (U) Any rating of <i>unsatisfactory</i> must be supported by evidence	
JOB CATEGORIES	RATING
1. Job Performance (Accuracy, completeness, thoroughness):	
2. Work Habits (Organization of work, time on task):	
3. Attendance (punctuality):	
4. Attitude/Adheres to Code of Conduct (Interest in work, ethical conduct, open to suggestions):	
5. Communication:	
6. Follows Directions/Directives from Supervisor:	
7. Safety regulations and Dress Code:	
8. Ability to work with others:	
9. Self-motivated, self-directed (works independently with little or no supervision):	
10. Adheres to District policies and procedures:	

Overall Rating:	Satisfactory	Needs Improvement	Unsatisfactory
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COMMENTS:	
Strengths:	
Weaknesses:	
Recommendations:	

Employee may submit a rebuttal within 10 days of receipt

Employee Signature
(verifies receipt of Evaluation)

Date

Evaluator Signature

Date

Employee and Supervisor should retain a copy of this evaluation

Cc: Personnel file