

**MARLBOROUGH SCHOOL COMMITTEE  
AND  
AFSCME, AFL-CIO, STATE COUNCIL 93, LOCAL 1709  
CUSTODIANS/HOUSEWORKERS**

**MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Marlborough School Committee (hereinafter, the “Committee”) and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1709 (Custodians/Houseworkers) (hereinafter, the “Union”).

**WHEREAS**, the Committee and the Union entered into a collective bargaining agreement for the period July 1, 2019 through and including June 30, 2022; and

**WHEREAS**, the duly-authorized representatives of the Committee and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

**WHEREAS**, said representatives of the Committee and the Union have, subject to ratification by the membership of the Committee and the Union, agreed to a successor agreement for the period of July 1, 2022 through and including June 30, 2025;

**NOW, THEREFORE**, in consideration of mutual promises and covenants, the parties hereto agree as follows:

**1. Prior Agreement**

The Collective Bargaining Agreement in effect for the period July 1, 2019 through and including June 30, 2022, shall be in full force and effect for the period of July 1, 2022 through and including June 30, 2025, except as modified by this **MEMORANDUM OF UNDERSTANDING**.

**2. Article III – Union Dues and Initiation Fees**

A. Title: Amend<sup>1</sup> as follows: “Union *Membership* Dues and Initiation Fees”

B. Section 1: Amend to read as follows:

1. Employees shall tender the initiation fee (if any), and monthly membership dues by signing the Authorization of Dues *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

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<sup>1</sup> Changes to existing contractual language is shown as follows: inserted (new) language with *bold italics* and deleted language with a ~~strikethrough~~ font.

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.

**3. Article X – Hours of Work and Overtime**

A. Section 2 – Amend as follows:

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 ~~quitting~~ **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 (½) hour in either direction. The parties agree that an individual employee may agree to different hours.

B. Section 5 – Amend as follows:

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 ~~two (2)~~ **three (3)** hours.

**4. Article XII – Union Representatives**

Insert a new Section 3:

3. *Any new employee will be allowed up to one half (1/2) hour, with out loss of pay, with the Steward for 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.*

**5. Article XIII – Holidays**

A. Section 1: Add “*Juneteenth (June 19)*”.

B. Section 1: Add a new paragraph at the end of the section:

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

C. Section 3: Amend as follows:

3. All employees covered by this Agreement will be eligible for ***fifteen and one-half (15.5)*** ~~fourteen and one-half (14.5)~~ 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.

D. Section 6: Amend as follows:

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 ~~straight time at time~~ ***and one-half*** 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.

6. Article XIX – Uniforms

Amend Section 1 as follows:

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 shirt and (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 ~~of \$550.00~~ to purchase and maintain the uniforms ***in the following amounts:***

***Effective July 1, 2022: \$550.00;***

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

***Effective July 1, 2024: \$650.00.***

7. Article XXIX – Duration

Amend to reflect a three year contract: July 1, 2022 – June 30, 2025.

8. Appendix A – Wages

A. Salary Schedule:

Effective July 1, 2022 – increase the existing salary schedule by 1%.

Effective July 1, 2023 – increase the existing salary schedule by 2%.

Effective July 1, 2024 – increase the existing salary schedule by 2%.

B. Bonus Payment:

A one time lump sum, non-pensionable, payment will be made to all employees holding a position covered by the Collective Bargaining Agreement as of the date of execution of this Memorandum in an amount equal to two percent (2%) of their FY2022 base pay. Said payment will be made within thirty (30) days of the final date of ratification.

This Memorandum is contingent upon ratification by the Union and the School Committee. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

**MARLBOROUGH  
SCHOOL COMMITTEE**

**MARLBOROUGH CUSTODIANS/  
HOUSEWORKERS,  
AFSCME COUNCIL 93, LOCAL 1709**

  
Heidi A. Matthews

Date: 4/12/22

  
Gary Bonneau

Date: 3/30/22

  
Nilson Cassim

Date: 3/30/2022

## SALARY SCHEDULES

FY22					
Current Title	Step	Annual	7% Night	Hourly	Hourly Diff
Houseworker/Custodian	0	\$ 44,975.60	\$ 3,148.29	\$ 21.63	\$ 1.51
Houseworker/Custodian	After 6 mo	\$ 47,094.87	\$ 3,296.64	\$ 22.65	\$ 1.59
Head Elementary Custodian	0	\$ 50,538.34	\$ 3,537.68	\$ 24.30	\$ 1.70
Head Elementary Custodian	After 6 mo	\$ 52,919.73	\$ 3,704.38	\$ 25.44	\$ 1.78
Head Night Custodian	0	\$ 50,538.34	\$ 3,537.68	\$ 24.30	\$ 1.70
Head Night Custodian	After 6 mo	\$ 52,919.73	\$ 3,704.38	\$ 25.44	\$ 1.78
Head Middle School Custodian	0	\$ 53,338.63	\$ 3,733.70	\$ 25.64	\$ 1.79
Head Middle School Custodian	After 6 mo	\$ 55,538.43	\$ 3,887.69	\$ 26.70	\$ 1.87
Head High School Custodian	0	\$ 53,338.63	\$ 3,733.70	\$ 25.64	\$ 1.79
Head High School Custodian	After 6 mo	\$ 55,538.43	\$ 3,887.69	\$ 26.70	\$ 1.87

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

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

## SALARY SCHEDULES

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.