

**AGREEMENT BETWEEN**  
**THE BEDFORD SCHOOL COMMITTEE**  
**AND**  
**THE BEDFORD PUBLIC SCHOOLS**  
**CUSTODIAL AND MAINTENANCE**  
**ORGANIZATION**

**Effective: July 1, 2022 through June 30, 2025**

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Agreement entered into this first day of July 2021 by and between the Bedford School Committee, and the Bedford Schools Custodial & Maintenance Organization, hereinafter referred to as the Organization.

## **ARTICLE 1 -RECOGNITION**

1-1 The School Committee recognizes the Organization as the exclusive bargaining representative of all full-time custodians and maintenance technicians, for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and conditions of employment. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreement has been reduced to writing and duly executed by both parties subsequent to the date of this agreement.

1-2 Full-time shall mean 40 hours per week after July 1, 2003. Regular part-time shall mean 20 hours or more per week. Part time shall mean less than 20 hours per week.

1-3 Supervisors and others excluded from the bargaining unit shall not, except in emergencies, perform work that employees covered by this Agreement are required to do. This provision shall not apply to substitutes or employees hired to work temporarily during the vacation periods established by the school calendar. This section, 1-3, does not apply to foreman positions.

1-4 When the term "Superintendent of Schools/Town Manager" appears, it shall be interpreted to mean the following: Superintendent of Schools (or Town Manager for those employees whose salaries are funded more than 50% by the Town).

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2-1 The School Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the School Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement other than wages, hours, standards of productivity and performance, and conditions of employment as stated in Massachusetts General Laws, and Chapter 1 SOE, as amended from time to time, the School Committee retains all powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made subject to a grievance or arbitration proceeding hereunder.

## **ARTICLE 3 - ORGANIZATION RIGHTS AND RESPONSIBILITIES**

3-1 The President of the Organization shall have up to 24 hours per year for organizational business including grievance work as long as no important aspect of his assignment is neglected. The President shall maintain a record of the time spent for organizational purposes, and shall, upon request, make said record available to the Facilities Director for inspection.

3-2 Any person covered by this Agreement may file directly with the Superintendent/Town Manager a safety complaint or suggestion and both the Organization and the Superintendent/Town Manager shall be required to keep copies on file. A Safety Committee composed of one representative of the Organization and the Facilities Director shall be founded upon written request by the Organization. The Safety Committee will, upon request of the Organization members, meet once a month to discuss and try to improve safety conditions.

3-3 The Organization shall have the right to hold meetings on school property at reasonable times and places.

3-4 In order to foster a harmonious relationship between the Organization and the administration, the Superintendent/Town Manager and/or the Facilities Director will, upon request, meet, up to four times per year, at mutually agreed upon times, with the Organization's representatives to discuss matters related to this contract and employer/employee relations in general. The Organization shall request these meetings and present an agenda for discussion to the Superintendent/Town Manager at least forty-eight (48) hours in advance of the scheduled meeting.

#### **ARTICLE 4 - HOURS AND SHIFTS**

4-1 The work week for full time custodians and maintenance technicians is forty (40) hours per week composed of five (5) days of eight (8) hours each.

The work week for all custodians and maintenance technicians shall be Monday through Friday.

4-2 Employees may voluntarily request in writing a modified work schedule. The shift start time, hours per shift, day of week and number of consecutive days may be adjusted. Such schedule shall be subject to written approval by the Employee, Director of Facilities or designee and President of the Organization. Such approval shall not be unreasonably withheld. Modified schedules must benefit both the employee and employer. A modified work schedule shall be consistent with all applicable federal and state labor laws. Scheduled hours per work week shall not exceed the number budgeted for the position held. A week shall not exceed seven (7) consecutive calendar days. Any sick, vacation, or personal leave use shall be based on the number of hours an employee is scheduled to work on the day leave is taken.

Overtime will be paid for hours worked over the number of hours an employee is scheduled to work on any scheduled work day or more than forty (40) hours per scheduled work week. Employees must make a commitment to work a modified work schedule for a period of one year, except as it applies to summer work schedules. Employees may return to a regular work schedule prior to completing the one-year commitment for unforeseen extenuating circumstances.

4-3 Late shift custodians shall receive a 4% premium over the day shift rate. A late shift is one where the regularly scheduled 8 hour shift starts between 2:00 pm and 3:00 pm.- For half-time positions, the late shift is one where the scheduled shift starts at 6:00 or later.

4-4 When a late shift custodian is filling in temporarily for a day shift custodian, they will continue to receive the late shift premium. When a late shift custodian is asked by management to shift their schedule earlier to cover building needs, they will continue to receive the late shift premium.

4-5 Some or all custodians who normally work the late shift shall be transferred to the day shift during school vacations unless otherwise approved by the Superintendent and/or Facilities Director. Custodians so transferred will continue to receive their late shift premiums during the December, February, and April vacations and the premiums will also continue during the summer vacation period at the rate of 4%.

4-6 In the case where a first shift employee, defined as one where the regularly scheduled hours start between 6:00 am and 7:00 am, covers a night shift after their regular 8 hour work day (i.e. not overtime details), the employee will be entitled to a shift differential of 4%.

4-7 When on vacation leave or sick leave, personal leave or emergency leave, a custodian shall be paid at the hourly rate he/she would have received if he/she had been working, including a late shift premium of 4%, if applicable.

4-8 If there is just one custodian in a building after 5:30 p.m. the custodian will continue working in the building and may call in hourly to his/her home or the police station.

4-9 Building checks shall be performed by a maintenance technician. "Building check" means checking the heating system in all schools and a security check of all schools, the Police Station and Town Hall. Any maintenance technician who performs a building check on a Saturday will, for such work, be paid not less than four (4) hours at one and one half (1½) times his/her regular rate of pay. When a building check is done on a Sunday or Holiday, he/she will be paid not less than 4 (four) hours at two (2) times his/her regular rate pay.

As buildings are added the minimum time will be increased as determined by the Facilities Director in consultation with the Organization.

4-10 Maintenance technicians who perform standby duty shall receive a stipend of \$125/week. If no maintenance technician is available, then a qualified employee as determined by the Director of Facilities may be assigned to work standby duty. The Organization and the Facilities Director, or his designee, shall undertake a review of pager calls to establish a benchmark and determine a method to reduce "nuisance calls" that do not require immediate action by the on-call technician.

If the number of so-called "nuisance calls" exceeds the agreed upon benchmark, in year two of this agreement the on-call stipend shall increase by \$10 to \$135 per week. If the number of so-called "nuisance calls" exceeds the agreed upon benchmark in year three of this agreement the on-call stipend shall increase by \$10 to \$145 per week.

4-11 All employees covered by the Agreement will have a duty free lunch of no less than thirty (30) minutes. School custodians will be scheduled by the building Principal. Employees may not leave the building for non-work related reasons without the prior approval of the Principal, or the Principal's designee and/or the Director of Facilities.

4-12 Breaks - All employees working a shift of more than four (4) continuous hours shall be provided a fifteen (15) minute break during the period from commencement of work to the lunch or dinner period.

All employees working a shift of eight (8) hours or more continuous hours and maintaining an acceptable level of cleanliness for custodians and an acceptable level of maintenance for maintenance technicians shall be provided a fifteen (15) minute break during the period starting after the lunch or dinner period to the end of the shift.

If during any scheduled employee evaluation, his/her assigned area is not being maintained at an acceptable level of cleanliness, the custodian or custodians assigned to clean the area will be given a warning. If after a reasonable period of time, not to exceed thirty (30) days, the level of cleanliness remains unacceptable the assigned custodian(s) will lose the right to take a fifteen (15) minute break during the period starting after the lunch or dinner period to the end of the shift. The break will be restored after the area has been maintained at an acceptable level of cleanliness for a period not less than ninety (90) days.

If during any scheduled employee evaluation period, the average level of maintenance at all four (4) schools and the seven (7) main town buildings is found to be unacceptable, the maintenance technicians will be given a written warning. If after a reasonable period of time, not to exceed ninety (90) days, all maintenance technicians will lose the right to take a fifteen (15) minute break during the period starting after the lunch or dinner period to the end of the shift. The break will be restored after the average level of maintenance has been restored to an acceptable level for a period of ninety (90) days.

The criteria for determining levels of cleanliness and maintenance shall be included in the custodial and maintenance procedures manuals.

Break time and location shall be established to minimize the disruption of work day. The Director of Facilities shall approve the time and location of breaks after seeking input from the custodial staff at each building and the maintenance technicians as a group. The agreed to time and location will be posted in the employee bulletin board at each building.

4-13 During the school year, whenever possible, a vacant custodial shift will be filled by a floating custodian. If no floating custodian is available, the shift will be filled by a regular school custodian on an over-time basis. After two weeks, management may fill the vacancy with a temporary substitute. Vacant custodial shift shall mean any custodial work shift left empty for reasons of illness, injury, personal leave, or vacation time except as provided by Article 1, section 3.

4-14 Employees who utilize their personal vehicles for work-related activities will be reimbursed on a per mile basis for such use, at the current rate set by the Town. Reimbursement for travel will be made following the employee's submission of a signed travel log. The employee's primary work location will be considered the starting point for all travel reimbursements.

An employee using a personal vehicle in the performance of his/her duties shall be liable for any damages resulting from this use. All employees are required to carry at least the minimum insurance coverage as state law mandates.

4-15 Employees covered by this agreement are required to work their regular shift when school is canceled. Employees with approval may adjust their work hours to facilitate the completion of critical work prior to the reopening of school. If an employee is not needed to perform critical work, he/she may request the use of up to eight (8) hours of vacation or personal leave for each day school is canceled. Employees required to work during a declared state of emergency by the town or for the Town of Bedford by state authorities will be paid overtime for all work performed, in accordance with Article 5-1.

4-16 "Badging in" and "badging out" is required and shall consist of presenting the employee's badge at the electronic card reader located at their normally scheduled work place when they first arrive for their shift, and again when they leave at the end of their scheduled shift. Occasional non-compliance will not be subject to any disciplinary action, however, chronic tardiness/leaving early may require progressive discipline.

4-17 Management will schedule snow removal coverage at two (2) people per shift whenever possible, unless personnel are not available, or if staff prefer to work an individual shift.

## **ARTICLE 5 - OVERTIME RATES**

5-1 Whenever the word "overtime" is used in this Agreement, it shall mean the time a custodian or maintenance technician works in excess of eight (8) hours in any one workday, or forty (40) hours in any one workweek or on any workday outside the normal workweek. The foregoing shall not apply, except for boiler checks or heavy weekend duty, in the case of a custodian or maintenance technician who is absent from work for more than two (2) scheduled workdays during a workweek.

Overtime work Monday through Saturday shall be paid at the rate of one and one half (1-½) times the custodian's or maintenance technician's regular straight-time hourly rate; overtime work on Sundays shall be paid at the rate of two (2) times the custodian's or maintenance technician's regular straight-time hourly rate.

5-2 Work performed for outside groups, public or private, shall be considered work as assigned by the Facilities Department, with the primary responsibility being to that group or organization.

5-3 Overtime work will be assigned on a rotational basis at each building. Twenty-hour positions are to be included in the rotation. Split assignments for overtime assignments shall be based out of one school. If additional overtime work in a particular school is required, it will be distributed equitably among the other custodians.

Normally, employees assigned to each building will cover the overtime in their respective building. Normally, overtime work on weekday evenings will be performed by day custodians. Normally, overtime worked on weekends will be performed by late shift custodians. Holidays that fall on a Monday through Friday will normally be covered by day shift custodians.

It is understood that the School Department may require the junior most employee in the bargaining unit who is not assigned to a regular work shift to work the overtime if all other custodians are unavailable for overtime work. A non-school custodian, (who is outside of his/her regular work schedule), may work on an overtime basis in a school building only when no regular school custodian is available.

5-4 A custodian or maintenance technician who is called in outside his/her regularly scheduled hours shall be paid not less than three hours' pay at one and one-half (1 ½) times his/her regular hourly rate of pay. Specific duties for the call-in period will be supplied by the supervisor with a copy to the Facilities Director, provided that the assignment of such specific duties will not detract from the work of other employees. This paragraph shall not apply to overtime worked at the end of a regular shift.

5-5 Records of all overtime work shall be kept by the School Business Office and such records shall be available for inspection by any employee.

5-6 The school reservation schedule shall be distributed no later than two Fridays before the week for which the schedule is intended. Assignments shall be confirmed with a copy to the Director of Facilities no later than noon on the Friday preceding the week of scheduled events. To the extent possible, it will be distributed on Thursday.

5-7 Overtime details where a group enters and leaves the building on two separate occasions in the same 24-hour period shall be treated as two separate details if the two times of entry are four (4) or more hours apart. If the two times of entry are less than four (4) hours apart, it shall be considered a continuation of the first detail.

## **ARTICLE 6 - ASSIGNMENT AND TRANSFER**

- 6-1 Except as provided in this Article,
- (a) The Superintendent may assign or transfer any custodian to any school or shift at his/her discretion.
  - (b) The Town Manager may do the same for custodians assigned to town buildings.
  - (c) Transfer between town and school buildings requires approval by both the Superintendent of Schools and the Town Manager.

6-2 In the event of a custodial-position vacancy which appears to be permanent (custodian is separated from the system), and which the Superintendent/Town Manager intends to fill, the Superintendent/Town Manager will post such vacancy for a period of five (5) days in each school and Town building. The five (5) day posting requirement is fulfilled by the posting of the original vacancy even if there are subsequent internal transfers. Any custodian may apply. If no custodian applies for the vacancy within the 5-day posting period, the Superintendent/Town Manager may fill the vacancy at his/her discretion.

The Superintendent /Town Manager will fill the vacancy, for a one hundred and eighty (180) calendar-day trial period, with the applicant who, in the judgment of the Superintendent/Town Manager or their designees, is best qualified to perform the duties of the position. The said judgment shall be based on the ongoing evaluation of the work-performance, as outlined in Article 17 and a review of the relevant contents of the employees' personnel file by the Superintendent/Town Manager or their designees pursuant to standards established by the Superintendent/Town Manager.

Where the qualifications of the applicants for a vacancy are reasonably equal in the judgment of the Superintendent/Town Manager or their designees, the vacancy will be filled, for the said trial period, by the applicant with the longest continuous service. If, at the conclusion of the trial period, the Superintendent /Town Manager or their designees feel that the custodian has not satisfactorily performed the duties of the position, he/she will be returned to his/her previous shift and given written notice as to why his/her performance was considered unsatisfactory. The ninety (90) calendar-day trial period may be extended for another ninety (90) calendar days upon request by either party. Such extension must be jointly agreed to by the Director of Facilities and the union.

Any decision of the Superintendent/Town Manager to fill a vacancy hereunder shall be subject to the grievance procedure as outlined in Article 18 of this Agreement, but shall not be subject to arbitration provisions of this Agreement.

6-3 Any custodian may apply for transfer to a position left vacant by the filling of a vacancy in another position pursuant to Section 6-2 hereof. If the Superintendent/Town Manager intends to fill the position left vacant, he/she shall process said transfer application(s), provided that no posting shall be required for such application(s).

The Superintendent/Town Manager shall, for a 90 calendar-day trial period, transfer the applicant who, in the judgment of the Superintendent/Town Manager or his/her designees, is best qualified to perform the duties of the position. The said judgment shall be based on the ongoing evaluation of the work performance, as outlined in Article 17 and a review of the relevant contents of the employees' personnel file by the Superintendent/Town Manager or his/her designees pursuant to standards established by the Superintendent/Town Manager.

Where the qualifications of the applicants for transfer are reasonably equal in the judgment of the Superintendent/Town Manager or his/her designees, the applicant with the longest continuous service will be transferred for the said trial period. If at the conclusion of the trial period, the Superintendent/Town Manager or his/her designees feel that the transferee has not satisfactorily performed the duties of the position, he/she will be returned to his/her prior shift and given written notice as to why his/her performance was considered unsatisfactory. If the transferee satisfactorily completes the trial period, he/she shall receive a letter from the Director of Facilities stating that he/she has been awarded the position. The 90-calendar day trial period may be extended for another 90 calendar days upon request by either party. Such extension must be jointly agreed to by the Director of Facilities and the union. If no custodian applies for such transfer, the Superintendent/Town Manager may fill the vacancy at his/her discretion.

Any decision by the Superintendent/Town Manager regarding transfers hereunder shall be subject to the grievance procedure as outlined in Article 18 of this Agreement, but shall not be subject to the arbitration provisions of this Agreement.

6-4 Employees may request a transfer other than those described in 6-2 and 6-3 at any time. It is understood and agreed that in order for such a transfer to occur, it must be agreeable to both parties involved and such transfer request is subject to the approval of the Superintendent/Town Manager. Said requests for transfer shall not in any way be used to undermine the procedures outlined in 6-2 and 6-3 of this agreement.



- 6-5 If an employee is transferred involuntarily, he/she will be given a written explanation of the reasons for the transfer.
- 6-6 In the event of a maintenance-position vacancy which appears to be permanent (when the maintenance technician is separated from the system), and which the School Committee intends to fill, the School Committee will post such vacancy for a period of five (5) days in each school and Town building. Any custodian or maintenance technician may apply for the vacancy. The Superintendent/Town Manager will fill the vacancy in a timely manner; however, if in his/her judgment the qualifications are equivalent, preference will be given to a member of the bargaining unit.
- 6-7 Any decision by the Superintendent/Town Manager to fill a maintenance position vacancy hereunder shall be subject to the grievance procedure as outlined in Article 18 of this Agreement, but shall not be subject to the arbitration provisions of this Agreement.
- 6-8 In the case of a school closing, any custodian at the affected school will have the right to stay on the job by bumping a custodian with the least seniority, at another building, who works the same shift. If bumping within one's shift is not possible, he/she shall bump a custodian, with the least seniority, in another shift. In the event that two custodians have equal seniority, the employee with the better overall work performance, as outlined in Article 17, shall be selected.
- 6-9 The employer shall be permitted to hire part time employees to cover rental events and leased spaces at the following non-school buildings: Old Town Hall, Depot Park and Town Center. The employer shall also be permitted to assign regular bargaining unit work at Kids Club, Police Station, Old Town Hall and Depot Park to regular part time and part time employees under the following conditions. Part time employees will work fewer than 20 hours per week.
- (a) The employer will provide the Organization upon written request a list of part time employees and their weekly hours of work.
  - (b) Bargaining unit employees will be offered the regular bargaining unit work assigned to part time employees described in this article prior to any reduction in force.
  - (c) The parties agree they will bargain over the impact of a transfer of work, as described in this article, from part time employees to members of the bargaining unit. Said bargaining to be limited to work hours and workweek. The impact to be negotiated by the Superintendent or his/her designee and the President of the Organization or his/her designee.
- 6-10 Regular part time employees shall receive the same economic benefits as specified in this agreement on a prorated basis.

## **ARTICLE 7-CLASSIFICATION**

- 7-1 Custodians shall perform such maintenance tasks as are within the scope of those listed in the Custodial Procedure Manual.
- 7-2 If custodians fill in for an absent maintenance technician or are assigned to maintenance duties they will be paid the hourly rate of a maintenance technician at step one (1).
- 7-3 Maintenance technicians shall perform custodial duties in an emergency at no reduction in pay.
- 7-4 There shall be assigned at least one custodian for each outside group or detail whose use of the facilities is for conducting a dance, carnival, dinner, rummage sale, fair or such similar activity. If the anticipated attendance exceeds 150 people, there shall be assigned at least two custodians. Furthermore, if

anticipated attendance for an event where food is to be served exceeds 50 people, there shall be assigned at least two (2) custodians at the discretion of the Operations Manager. This section does not apply to meetings.

7-5 The School Committee may establish a position of "floating" custodian for the purpose of filling absences of a regular custodian.

## ARTICLE 8 - HOLIDAYS

8-1 Custodians or maintenance technicians shall receive eight hours of regular straight time pay (including shift premium) for any of the holidays enumerated in 8-3 if said holiday is observed in the Commonwealth on a normal workday.

8-2 Maintenance employees will suffer no loss in salary for said holidays.

### 8-3 Holidays

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Juneteenth	

8-4 If any of the above holidays is eliminated, a floating holiday shall be chosen each year by the Organization. Said holiday shall be on a day when school is not in session. If any of the above holidays falls on a regular non-scheduled workday, the employee shall choose a floating holiday. Such a holiday shall be requested in the same manner in which a vacation day is requested.

8-5 Custodians or maintenance staff who work on a holiday, regardless of whether such holiday falls on a weekday or a weekend, shall be paid at the rate of two times his/her hourly rate of pay for all hours worked in addition to his/her holiday pay.

8-6 On any day prior to or following a holiday where the School Committee or its designated representative allows all members of other bargaining units to leave early, the same privileges will be granted the Organization.

8-7 If an employee is off the payroll and absent the day before or after a holiday, such employee will not be paid for the holiday. Off payroll is defined as an employee with no sick leave, vacation leave or personal leave.

## ARTICLE 9 - VACATIONS

9-1 The Director of Facilities or designee will approve vacation time for the Maintenance Division and Town Custodians. The Director of Facilities or designee in conjunction with the Building Principal will approve vacation time for School Custodians.

9-2 \* Vacations shall be given to employees as follows:

Years of Service	Working Days
1-2 years as of July 1	10
3-5 years as of July 1	15
6 years as of July 1	16
7 years as of July 1	17
8 years as of July 1	18
9 years as of July 1	19
10 years as of July 1	20
16 years as of July 1	21
17 years as of July 1	22
18 years as of July 1	23
19 years as of July 1	24
20 years as of July 1	25

9-3 Employees employed less than one year prior to July 1 shall receive one working days' vacation for each month of service prior to July 1 not to exceed a maximum of 10 working days.

9-4 A day of vacation pay shall be 8 hours' times the hourly rate the employee would have been earning had he/she been working except when working the summer four (4) day work schedule where a day of vacation is ten (10) hours.

9-5 If an employee retires, resigns, or dies, he/she (or his/her estate) shall be entitled to accumulated vacation pay.

9-6 Vacation time may not be carried over from year to year unless approved by the Superintendent/Town Manager or Director of Facilities. If a carryover is approved, the maximum allowable carryover is five (5) days to be used by September 30 of the new fiscal year. Days not used above the threshold and after this time are lost.

9-7 The custodial and maintenance staff will receive updates of leave balances on March 1 and upon request.

## **ARTICLE 10 - SICK LEAVE, SICK LEAVE ABUSE AND SICK LEAVE BANK**

### **Section A. Sick Leave**

10-1. Sick leave credit shall be earned at the rate of one and one half (1 ½) days per calendar month of service, up to a maximum of eighteen (18) days per year. Sick leave shall be earned from the employee's first date of work. Sick leave credit shall be earned for any month in which the employee has been in pay status for ten (10) or more workdays. For new hires only, they shall receive six (6) days of sick leave credit upon hire. These days are to be considered "front-loaded" or awarded in advance. Upon reaching their fourth month of employment and having been in pay status for ten (10) or more work days in that fourth month they shall again be eligible to earn sick leave credit at the rate of one and one half (1 ½) days per month.

An employee may accumulate unused sick leave up to a maximum of two hundred (200) days. However, the amount of unused sick leave accruals which can be credited towards sick leave buyback shall be one hundred (180) for retiring employees with 5-10 years of service and two hundred (200) days for retiring employees with 10 or more years of service. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the Human Resources Office. Any

employee who has such lapsed sick leave to his/her credit may apply to the Director to have up to eighteen (18) days of the recorded sick leave restored in the event of an extended illness. The Superintendent at his/her discretion may authorize restoration of such lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee, and a FMLA application as appropriate.

10-2 A certification from a licensed medical provider may be required in the case of any of the following:

- An employee is out of work due to illness/injury for more than four (4) consecutive days. In the case of an extended sick leave absence, an employee may be required to provide certification by a medical provider that they are cleared for duty before returning to work.
- An employee uses non-sequential sick leave that may be considered excessive. Sick time that may be considered excessive is defined as having taken 3 sick days in 30 days, 5 sick days in 3 months, 7 days in 6 months and 12 or more days in 12 months.
- An employee takes a sick day before or after a scheduled vacation day(s) or holiday closure that has the result of extending the vacation or holiday time.

10-3 Any employee returning from layoff shall have the unused sick leave accrued as of the time of layoff restored upon his/her reinstatement.

10-4 Any custodian or maintenance employee employed more than five (5) years may buy back unused sick leave at the rate of twenty percent (20%) of accumulated days if said employee retires or dies, up to a maximum buyout of thirty-six (36) days. Any employee employed more than ten (10) years may buy back unused sick leave at a rate of twenty percent (20%) if said employee retires or dies, up to a maximum of forty (40) days. In the event of the death of an employee, the estate shall be entitled to said days. Sick leave buy back is calculated inclusive of shift differential and longevity.

## **Section B - Sick Leave Abuse**

10-5 Persistent high or excessive levels of sick leave use may rise to the level of suspected sick leave abuse. While recognizing that only a small fraction of employees may abuse sick leave, both parties agree that no abuse of sick leave should be tolerated. In cases where absences suggest abuse, a supervisor may meet with the employee to discuss concerns regarding sick leave use. The employee may have an Organization representative present at this meeting.

When, in the opinion of the supervisor, sick leave is being abused, an employee shall be notified in writing of such suspected abuse, and after such notification, the employee may be required to provide a medical certification to justify any future absences until such time management is confident that sick leave abuse is no longer occurring. Medical certification is defined as written documentation by a licensed medical provider of an illness or injury that affects the employee's ability to attend work.

10-6 In any situation which persists to the point where the supervisor deems it necessary to consider disciplinary action against an employee for suspected abuse of sick leave, the President of the Bedford Custodial and Maintenance Organization will be notified. This provision may be applied in conjunction with progressive discipline steps. In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with the legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

## **Section C. Sick Leave Bank**

10-7 The purpose of the sick leave bank is to provide additional sick time for employees who, because of serious prolonged illness or unexpected necessary medical care have (or will as a result of their medical condition) exhausted their accumulated sick leave. The intent of the sick leave bank is not for use of common colds, flu, or elective surgery. To withdraw from the bank an employee must have completed two (2) years of

employment in Bedford as a custodian/maintenance technician and have at least 20 (twenty) days of accumulated sick leave in their personal bank.

The bank will be administered by a committee composed of two representatives from management and two representatives designated by the Organization. A majority vote of the committee shall be required for any sick bank time to be granted. The withdrawal of sick bank time for a given disability will not exceed two hundred (200) days and will be allocated, if approved, in increments of not more than twenty (20) days. Each request must be accompanied by documentation from the employee's attending physician indicating the reason for the request. Such request will not be unreasonably withheld by the Organization, Superintendent/Town Manager or their designee.

10-8 If any custodian or maintenance employee resigns, and is not eligible for sick leave buy back, their unused sick leave days shall accrue to the Sick Bank as long as the bank is below the maximum of three hundred sixty-five (365) days.

10-9 The maximum accrual for the bank will be three hundred sixty-five (365) days. If the balance drops below three hundred (300) days the bank will need to be replenished, and a member assessment may be initiated by the organization.

10-10 As of July 1, 2022, the current bank balance is recorded above the maximum limit and days will not be increased until some time in the future when the total days drop below the three hundred sixty-five (365) day maximum.

**Section D. ATTENDANCE INCENTIVE**

10-11 For an employee who has accumulated at least thirty-six (36) days of sick leave on July 1st and has increased their sick leave balance by the number of days detailed below, between July 1st and June 30th of the prior fiscal year, the employee will receive the bonus amounts detailed below.

Days	Bonus Amount
12-15	Receive payment for one (1) day at their current rate inclusive of differential, if applicable.  OR  Receive two (2) days of vacation. Vacation days awarded must be used when school is not in session.
16-18	Receive payment for three (3) days at their current rate inclusive of differential, if applicable.  OR  Receive five (5) days of vacation. Vacation days awarded must be used when school is not in session.

10-12 If an employee has not yet accumulated at least thirty-six (36) days of sick leave on July 1st but has increased their sick leave balance by the number of days detailed below, between July 1st and June 30th of the prior fiscal year, the employee will receive the bonus amounts detailed below.

<b>Days</b>	<b>Bonus Amount</b>
12-15	\$150
16-18	\$200

10-13 By June 20th, employees who may receive an attendance incentive award will be sent communication to both notify and determine which type of award is elected. Employees who earn and elect a paid attendance incentive, will receive payment prior to July 31. Employees who earn and elect an attendance incentive converted to vacation days must use such days by August 31st of the following year.

## **ARTICLE 11- WORKERS COMPENSATION**

11-1 When an employee is absent from work by order of his/her attending physician as a result of a personal injury arising out of or in the course of his/her employment, he/she may, if he/she so desires, be paid the difference between his/her full salary and the compensation received under Massachusetts G. L. Chapter 152 on account of said injury, provided that the amount of said difference shall, in accordance with section 69, as amended, of said Chapter 152, be charged against the sick leave allowance to which he/she may be entitled under Article 10 hereof. The foregoing provisions shall not apply in the case of an employee who is not entitled to such sick leave allowance.

11-2 Employees must report all on the job injuries to their supervisor or, when applicable, building principals, as soon as possible and complete an accident report form, when physically able to do so. If an employee is absent from work due to an on the job injury, the employee must file a claim for worker's compensation; the failure to do so will render the employee ineligible to use sick leave or the sick leave bank.

## **ARTICLE 12 - PERSONAL LEAVE**

12-1 Each Employee may, in addition to sick leave, have three (3) days leave per year (July 1 to June 30) for the purpose of transacting legal, business, religious, household or family matters which require the absence of the employee and which cannot otherwise be scheduled.

- A. Written notice of intention to take such leave shall be filed with the Director of Facilities at least 48 hours in advance. Exceptions will be made where the requirement of 48 hours' advance notice would be a hardship or impossibility.
- B. In order that it might be determined whether the leave falls within the definition of 12- 1, the application must state the reason for such leave.
- C. Such leave shall not unreasonably be withheld.
- D. Should a dispute arise concerning the granting of personal leave. the employee may take such leave but shall not be compensated for such day until the matter is resolved.
- E. Religious Holidays. In addition to or in lieu of using personal days, unit members can select to use two (2) accrued sick days with prior notice to the Facilities Director and Superintendent to be absent on a religious holiday. Unit staff are not required to use his/her personal day first, and can use the accrued sick day before using personal days

12-2 New employees with a hire date between July 1st and September 30th will receive three (3) days of personal leave to be used during the first fiscal year of their employment. New employees with a hire date between October 1st and December 31st will receive two (2) days of personal leave to be used during the first fiscal year of their employment. New employees with a hire date between January 1st and March 31st will receive one (1) day of personal leave to be used during the first fiscal year of their employment. Employees hired after April 1st will not receive personal days until the beginning of the next fiscal year on July 1st.

### **ARTICLE 13 - FAMILY MEDICAL LEAVE**

13-1 Notwithstanding anything in this agreement to the contrary, any unit member may exercise his/her right to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), and the Massachusetts Maternity Leave Law. The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. Paid leave may be substituted for unpaid leave in accordance with the Town's FMLA policy. If an employee takes leave for FMLA reasons, the employee must comply with the procedures set forth in the Town's Family and Medical Leave Policy. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to count sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Policy.

### **ARTICLE 14 - EMERGENCY LEAVE**

14-1 In the event of a death in the immediate family (parents, siblings, spouse, children, domestic partners, parents-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and other members of the immediate household) the employee shall be entitled to leave with pay for all work days falling on the five (5) consecutive days following the day of death.

In the event of the death of an extended family member not included in above article 14-1, the employee shall be entitled to leave with pay for 2 work days following the death of the family member at the discretion of the Superintendent or his/her designee.

Of those listed above or others, the Superintendent/Town Manager or his/her designee may, if he/she believes there are circumstances which warrant it, grant leave or additional leave or may permit leave to be taken at a different time.

14-2 In any year (July 1 to June 30), five of the days intended for sick leave may be used in case of an illness of a spouse, child, parent or other member of his/her immediate household, which requires the absence of the employee.

### **ARTICLE 15 - JURY DUTY**

15-1 The School Committee agrees to make up the difference between compensation received for jury duty and the employee's regular week's wage, provided, however, that he/she must report for work on each day when he/she is excused from such duty. A certificate setting forth the amount received for jury pay shall be delivered to the Superintendent/Town Manager by the employee.

### **ARTICLE 16 - PROMOTION AND HIRING NEW EMPLOYEES**

16-1 All new employees shall be hired with a probationary period of six months. Any time during this period, the employee may be released without prejudice to the Superintendent/Town Manager. Within 15 days following the probationary period, the employee shall receive, in writing, notice of satisfactory completion of the probationary period.

16-2 Before hiring an employee to fill a permanent vacancy in positions above the lowest rated jobs covered by this Agreement, the Superintendent/Town Manager shall post a notice of vacancy on the bulletin board of each school and Town buildings for a period of 5 working days, should it be the intention of the Superintendent/Town Manager to fill the vacancy. All employees interested in bidding on the vacancy must apply during this five-day period. The notice of vacancy shall include qualifications for the job. The Superintendent/Town Manager will award such positions on the basis of the same criteria as are set forth in Article 6-2 hereof for the filling of permanent vacancies. If no employee applies for the vacancy within the 5-day posting period, the Superintendent/Town Manager will fill the vacancy in a timely manner.

16-3 Decisions by the Superintendent/Town Manager regarding filling of vacancies hereunder shall be subject to the grievance procedure through Article 18 of this Agreement, but shall not be subject to the arbitration provisions of this Agreement.

16-4 If an employee is awarded the position or promotion, it shall be on probationary status for 4 months. At any time during this period, the employee may be returned to his/her previous or similar position without prejudice to the Superintendent/Town Manager. An employee satisfactorily filling an awarded position for the 4-month probationary period shall be so notified in writing of his permanent appointment at the earliest possible time, but not later than 15 days following the date of completion of the break in period, provided, however, should it be determined by the Superintendent/Town Manager that such employee is not qualified to fill the job requirements, he/she shall be returned to his/her original rate and classification without loss in seniority. If no employee applies for the vacancy within the 5-day posting period, the Superintendent/Town Manager will fill the vacancy in a timely manner.

## **ARTICLE 17: PERFORMANCE REVIEW**

17-1 An annual evaluation will be carried out based on the following criteria: Quality of Work; Dependability; Attendance/Punctuality; Relationships; Initiative/Industriousness; Adaptability/Flexibility; and Safety.

17-2 Formative performance reviews will be conducted annually. The review will be completed by October 15. This review will serve as background for the final evaluation document completed by April 15. The final evaluation will be placed in the personnel file. The custodian/maintenance technician will sign that they were informed of the review. Should they so wish, a response to the evaluation document may be attached and placed in the personnel file by the employee.

## **ARTICLE 18- GRIEVANCE PROCEDURE**

18-1 The School Department, Town of Bedford and the Organization expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances.

A. Definition of Grievance: A grievance is a complaint by an employee that is based upon an alleged violation of the Agreement or the interpretation, meaning or application thereof.

B. Timeliness:

(1) A grievance shall be considered to have been waived if level one is not initiated within fifteen (15) days of the event or date of first knowledge not to exceed thirty (30) days that occasioned the grievance.

(2) Failure at any level of this procedure to appeal the aggrieved to proceed to the next level.



(3) Failure at any level of this procedure to appeal grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

(4) "Days" are interpreted to be workdays.

C. Right of Representation: A representative of the Organization at each level may represent the aggrieved employee. The Principal and Superintendent/Town Manager may be represented by persons of their choosing at each level.

**18-2 Level One:** The aggrieved employee shall present his/her grievance to the Principal or Facilities Director.

**Level Two:** If at the end of five (5) days following such presentation the grievance has not been disposed of to the satisfaction of the aggrieved employee, the employee may, within two (2) days thereafter, present the grievance in writing to the Superintendent/Town Manager. Within five (5) days of receipt of the grievance, the Superintendent/Town Manager shall meet with the aggrieved employee in an effort to settle the grievance.

**Level Three:** If at the end of five (5) days following the meeting at Level Two, the grievance has not been disposed of to the satisfaction of the aggrieved employee, the grievance will proceed to mediation under the facilitation of an agreed upon mediator. Said mediator may be an individual from within the district.

**Level Four:** If at the end of fifteen (15) days following the decision at Level Three the grievance has not been disposed of to the satisfaction of the Organization, the Organization may, by giving written notice to the Superintendent or Town Manager, within ten (10) days, present the grievance for arbitration. Arbitration will go forth under the applicable rules of the American Arbitration Association or the Massachusetts Board of Arbitration and Conciliation. The arbitrator shall limit her/himself to the issues submitted to him/her and shall consider nothing else. (S)he can neither add to, subtract from, or modify the agreement. The decision of the arbitrator, within the scope of his/her jurisdiction, shall be binding on the parties. The expenses of the arbitrator shall be borne equally by the parties.

**18-3** An employee shall be assured freedom from coercion, discrimination or reprisal because of his/her use of the grievance procedure.

**18-4** Should a grievance be settled at any level below mediation, it is understood that only that specific grievance is settled, and further, it is understood that only that specific grievance is settled without prejudice and without precedent.

**18-5** Should a grievance affect more than two persons from the Organization, a group grievance may be initiated by the president or head of the grievance committee with approval of a majority of the members of the Organization. Said grievance will be filed at Level Two.

**18-6** The grievance, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator unless the School Committee and the Organization agree to modify the scope of the hearing.

**18-7** No employee shall have the right to require arbitration, that right being reserved to the School Committee and the Organization. The School Committee will make available, upon request, such records which the School Committee and the Organization agree are pertinent to the arbitration and are not, in the opinion of the School Committee, of a confidential nature. The School Committee and the Organization shall bear the expense of preparing and presenting its own case. The costs of the arbitration and incidental

expenses mutually agreed to in advance shall be shared equally between the School Committee and the Organization.

18-8 If a grievance affects a group or classification of employees, the Organization has the right to process the grievance.

## **ARTICLE 19 - UNION SECURITY**

19-1 The School Committee agrees to deduct Organization dues twice monthly from the pay of each employee who has executed a written authorization form and filed the same with the School Committee and to remit monthly the aggregate amount to the Treasurer of the Organization along with a list of employees who have had dues deducted. The Treasurer shall, on or before July 1st of each year, notify the School Committee in writing of the amount of dues to be deducted. The School Committee shall be under no obligation to change deductions more frequently than once per fiscal year.

## **ARTICLE 20 - AMENDMENTS**

20-1 This Agreement shall not be amended except in writing and such amendments shall be signed by the School Committee and the Organization and shall be appended hereto and become a part hereof.

## **ARTICLE 21 - WAGE AND SALARIES**

21-1 The wages and salaries for all employees are contained in Appendix A and incorporated by reference herein.

## **ARTICLE 22 - HEALTH INSURANCE BENEFITS**

22-1 Members of this bargaining unit, who regularly work twenty (20) or more hours per week, shall be afforded and have made available to them in kind all health, dental, and life insurance benefits provided to all other Town employees and shall be included in any improvement granted to other Town employees.

22-2 Any unilateral changes made by insurers to products in the area of benefits or co-payments shall not be subject to a bargaining obligation. This includes changes effected by insurers by discontinuing products and offering products with different names or designations in their place. In the event of any changes to health insurance, the Town's obligation shall be met by giving the Union notice of the change within a reasonable time after the change is made known to the Town. Upon request by the Union, the Town will meet with the Union to discuss the impact of such changes. Such discussions will not serve to delay implementation.

22-3 To be eligible to enroll in medical, dental, and life insurance, an employee must be regularly scheduled to work a minimum of 20 hours per week.

22-4 The bargaining unit will accept the recommendations of the Employee Insurance Advisory Committee regarding any changes to the health insurance policies.

## **ARTICLE 23 - LICENSE RENEWAL**

23-1 Licensed maintenance technicians shall be reimbursed for their license renewal fee by the school department, and for courses required for said license renewal with prior approval from the Director of Facilities"

23-2 Employees will be reimbursed 50% for courses they may take that relate directly to their job responsibilities as approved by the Superintendent/Town Manager/Facilities Director.

## **ARTICLE 24 - DURATION**

24-1 This Agreement shall be effective for the period of July 1, 2022 through June 30, 2025.

24-2 Should either party desire to negotiate a new agreement for succeeding year(s), such party shall by February 1, 2025, give written notice to the other party. The parties shall meet at a mutually convenient time when the Organization shall present its proposals. The School Committee will submit its proposals and give its responses at the second meeting.

## **ARTICLE 25- CLOTHING ALLOWANCE AND UNIFORM**

25-1 All employees covered by this Agreement will wear a uniform shirt with the Facilities Department logo. Solid color pants/jeans, or shorts, and appropriate footwear will also be worn. Badges should be worn at all times.

In the first year of the contract, permanent employees will receive a supply of short sleeve, long sleeve and/or polo style shirts in a choice of colors including gray, navy blue, Bedford blue, and black at a value not to exceed \$200, to be selected from a catalog supplied by the Facilities Department. In subsequent years, each employee may select replacement and additional uniform shirts at a value not to exceed \$200. Uniform shirts may be substituted in the summer by an appropriate solid color shirt providing the badge is worn. Uniform shirts that are damaged at work will be replaced by the Facilities Department.

At the start of each year of this Agreement, employees will receive a cash allowance in the amount of \$500 to purchase additional work clothing (pants, shorts, shoes, etc.). The clothing allowance shall be paid to each employee covered by this agreement who has completed his/her probationary period.

25-2 The School Department shall supply shirts to be worn when working overtime details for outside organizations, or when working a detail for a function, which is open to the public. Occasional non-compliance shall not be subject to any disciplinary action. The Organization shall have the right to choose the design, style, and color of the shirts to be worn.

## **ARTICLE 26 - REDUCTION IN FORCE**

26-1 In the event that it becomes necessary to reduce the number of custodial and maintenance positions, the reduction will be carried out based upon seniority. The least senior member(s) of the bargaining unit will be subject to lay-off first. The School Committee will, following the execution of this Agreement, submit a seniority list to the Union and each member of the bargaining unit. Employees will have fourteen (14) calendar days in which to challenge the list, otherwise it will be deemed accurate. Thereafter, whenever a new employee is hired, the School Committee will send an updated seniority list to the Union and the new employee. A custodian who is to be laid off will receive thirty-day (30) advance notice.

26-2 For a period of eighteen (18) months subsequent to a reduction in force, any member of the bargaining unit separated from employment as a result of a reduction in force will have recall rights in the event that a position for which they are qualified becomes available. In the event that more than one laid off employee is qualified for a vacancy, the employee most recently laid off will be recalled first.

26-3 During the recall period, laid off employees will be responsible for keeping the Superintendent's/Town Manager's office informed of their current address. In the event of a recall, the School Committee will be responsible for notifying the eligible employee via certified mail. Thereafter the employee will have three calendar days to notify the Superintendent/Town Manager that the recall will be accepted and agrees to

commence work within fourteen (14) calendar days of the recall date set forth in the notice of recall. The failure to respond to a notice of recall or to commence work will result in the forfeiture of all recall rights. An employee who has been recalled will be placed on the seniority list at his/her original date of hire minus any unpaid days.

## **ARTICLE 27 - DISCIPLINE**

27-1 – Each new employee will be considered probationary for his/her first one hundred eighty days (180) of employment. The employee may be dismissed at any time during the probationary period.

The Director of Facilities and/or Superintendent will not discipline, reprimand, discharge, or suspend an employee without pay without just cause. For the purpose of the preceding sentence, "discharge" will mean dismissal from the employ of the Bedford Public Schools for a disciplinary reason, and will not include any action taken pursuant to a reduction in force or non-renewal.

27-2 - Progressive discipline for infractions under this section will ordinarily be followed (i.e. counseling and verbal warning, written warning, 2-day suspension, 5-day suspension with back to work agreement, termination); unless the Director of Facilities and/or Superintendent determine that the seriousness of the employee's actions warrants enhanced discipline. A written warning will be removed after 1 year if the employee has no further disciplinary action; 2-day suspension after 3 years if the employee has no further disciplinary action. A back to work agreement will be in effect for the duration of employment.

27-3 – The Superintendent, the Director of Facilities, the Principal or his/her designee will thoroughly investigate any written complaint regarding any employee. Unless directed otherwise by law enforcement or other authority, the employee will be notified of the investigation and will be afforded the opportunity to respond to any allegations.

27-4 – No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature does not in any way indicate agreement with the contents thereof. The employee will also have the right to submit a written reply to such material to be attached to the file copy. An employee will have the right, upon request, to view his/her personnel file.

## **MISCELLANEOUS**

A joint labor/management committee will be formed with the purpose of revising Article 10 Sick Leave and Bank. The committee will be composed of two (2) unit members and two (2) Administrators. The committee will begin its work no later than July 11, 2022 and will submit recommendations by August 31, 2022. Recommendations that are agreed upon and accepted by the Superintendent (representing the School Committee) and the CMO President (representing the Custodian and Maintenance Organization) will be included as a new Article 10 in the three year agreement .

**APPENDIX A: WAGES AND SALARIES**

**COLA Rates**

**FY 23 - Reset plus 2.25%**

**FY 24 - 2.50%**

**FY 25 - 2.50%**

**A-1 Custodian Hourly Rates**

<b>Step</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
1	23.33	23.91	24.51
2	24.26	24.87	25.49
3	25.29	25.93	26.57
4	26.43	27.09	27.77
5	27.69	28.38	29.09

In year one of the contract (2022-23), due to the reset scale, custodians on steps 1 through 4 in 2021-22 will be placed on the same step in 2022-23.

A-2 Custodians performing maintenance work (including painting), as assigned by the Facilities Director or Assistant Facilities Director, will be paid at the following hourly rate adjusted for the COLA outlined in this contract agreement.

<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
32.17	32.98	33.80

**A-3 Lead Custodian**

<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
29.53	30.27	31.02

**A-4 Head Lead Custodian**

<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
30.55	31.32	32.10

A-5 The School Committee may establish one or more positions of “Lead Custodian” and “Head Lead Custodian” selected from the custodial staff for the purpose of coordinating the daily work of the custodial staff, custodial equipment and supplies. The job description performance responsibilities for this position are in addition to those listed in the employee’s primary job description. The positions will be posted biennially.

Each school’s Lead Custodian will, once per month during the school year, provide a minimum of three (3) hours supervising the opposite shift staff members, non-contiguous with the Lead Custodian’s regular shift, in addition to performing existing lead custodian duties and responsibilities, and provide a written report of their observations/activities.

## **A-7 Maintenance Technicians**

<b>Step</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
1	32.17	32.98	33.80
2	32.98	33.80	34.65
3	33.80	34.65	35.51
4	34.65	35.51	36.40
5	35.51	36.40	37.31

Maintenance technicians hired prior to July 1, 2019 and paid on the A Scale in 21-22 will receive a one time lump sum payment of \$1,000.

## **A-8 Maintenance Technicians - License Stipends**

\$400 after three (3) years of continuous service

\$650 after four (4) years of continuous service

"Licensed" will be understood to mean, "licensed in a skill relative to the position held". In order to be eligible for the Maintenance Technicians pay scale employees in the following positions, must hold the following licenses:

- Plumber: Plumbing Journey or Master License
- Electrician: Electrician Journey or Master License
- Boiler Technician (oil/natural gas ): Technician Burner License
- HVAC Technician: Refrigeration License
- Carpenter: Construction Supervisor License

It is understood that employees will maintain the aforementioned license(s) at all times, and provide proof of said licenses every renewal period. Should an employee in one of these positions lose the license required for their respective position, they will forfeit the stipend.

A-9 The position of Head Maintenance Technician Foreman is selected from the maintenance staff for the purpose of overseeing the daily operations of the maintenance staff, equipment, and material. The job description performance responsibilities for this position are in addition to those listed in the employee's primary job description.. The position will be posted biennially.

## **Head Maintenance Technician Foreman**





<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
36.93	37.86	38.80

A-10 It is agreed that the School Committee may place any new maintenance technician on any step it chooses.

**A-11· Longevity** - All employees shall be paid additional compensation for longevity in recognition of continuous employment with the Town, which shall be added to their regular rate of pay in accordance with the following schedule:

<b>Years of Service Completed</b>	<b>Longevity Rate</b>
5 but less than 10	4%
10 but less than 13	6%
13 but less than 15	7%
15 but less than 20	9%
More than 20	11%

Bedford School Committee

9/28/2022

Date





For the Town of Bedford

  
Town Manager

October 5, 2022

Date

BPS Custodial and Maintenance Organization

10/4/22

Date