

**CONTRACT BETWEEN THE
BEDFORD SCHOOLCOMMITTEE
AND THE
BEDFORD PUBLIC SCHOOLS
CUSTODIAL AND MAINTENANCE ORGANIZATION**

July1, 2018 – June 30, 2021

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Agreement entered into this _____ day of _____ 2018 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 effect 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, 1-03, 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'S RIGHTS

- 2-01 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 so 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 formed 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 workweek for custodians and maintenance technicians is 40 hours per week composed of 5 days of 8 hours.

Except as provided in paragraph 4-01 (b), the workweek for all custodians and Maintenance technicians shall be Monday through Friday

- 4-2 In order to provide for coverage of non-school buildings during weekends the School Committee may employ non-school custodians on established shifts of five (5) consecutive days provided that custodians employed prior to July 1, 2003 may not be involuntarily transferred to a weekend shift. Except as provided in paragraph 5-03 (g), non-school custodians shall work exclusively in non-school buildings.
- 4-3 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.

- 4-4 Late shift custodians shall receive a 10% premium over the day shift rate. A late shift is one where the regular hours extend beyond 6:00 P.M.
- 4-5 When a late shift custodian is filling in temporarily for a day shift custodian, he/she will continue to receive the late shift premium .
- 4-6 Some or all custodians who normally work the late shift shall be transferred to the day shift during vacations unless otherwise approved by the Superintendent and/or Facilities Director. Custodians so transferred will continue to receive their late shift premiums during the Christmas, February, and April vacations but will not receive premiums during the summer vacation period . During approved vacation leave, the employee is entitled to receive late shift premiums of 10%. **"In the first year of this contract, 2018-2019, a working group consisting of Custodial staff and Administrators shall examine the possibility of late shift custodians remaining on the late shift during the summer vacation time period beginning in the second year of the contract."**
- 4-7 In the case where a first shift employee works a regular late shift (i.e. not overtime details), the employee will be entitled to a shift differential of 10%.
- 4-8 When on vacation 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.
- 4-9 If there is just one custodian in a building after 5:30 p.m., the custodian will continue in the building and may call in hourly to his/her home or the police station.
- 4-10 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 a half ($1\frac{1}{2}$) 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 four (4) hours at two (2) times his/her regular rate of pay. As buildings are added the minimal time will be increased as determined by the Facilities Director in consultation with the Organization Agreement Between Bedford School Committee and the Bedford Schools Custodial & Maintenance Organization 2016-2018
- 4-11 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.

4-12 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.

4-13 Breaks

- a) + All employee work schedules for employees working a shift of more than four (4) continuous hours shall provide for a fifteen (15) minute break during the period from commencement of work to the lunch or dinner period.
- b) + All employee work schedules for 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 provide for 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 or 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 an after lunch or dinner break. 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 written warning. If after a reasonable period of time not to exceed ninety (90) days all maintenance technicians will lose the right to take an after lunch or dinner break. 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.
- c) + The criteria for determining levels of cleanliness and maintenance shall be included in the custodial and maintenance procedures manuals.
- d) + 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.

4-14 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.

4-15 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.

4-16 Employees covered by this agreement are required to work their regular shift when school is cancelled. 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 cancelled. Employees required to work during a declared state of emergency by town or for Town of Bedford by state authorities will be paid overtime for all work performed, in accordance with Article 5-01.

4-17 If at any time it is deemed by Facilities Management that an employee covered by this agreement has been abusive of their work time schedule, the employee may be subject to "badging in" and "badging out" for a minimum of 30 work days and up to 90 work days depending on the level of infraction. "Badging in" and "badging out" 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. This will become part of the department's progressive discipline corrective action plan for employees.

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 of the custodian or maintenance technician provided that 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 1-1/2 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 (a). Overtime work will be assigned on a rotational basis. Twenty-hour positions are to be included in the rotation. Split assignments for overtime assignments shall be based out of one school.

(b) Normally, employees assigned to each building will cover the overtime in their respective building.

(c) Normally, overtime work in the evenings will be performed by day custodians.

(d) 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.

(e) If additional overtime work in a particular school is required, it will be distributed equitably among the other custodians.

(f) 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.

(g) 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 time and one-half his/her regular hourly rate of pay. Specific duties for the call-in period will be supplied by the supervisor with copy to the Facilities Director, provided that 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 If given a maximum number of hours to work when called in, a custodian will, if unable to complete the task within that time, request permission from his/her supervisor to work additional time. If that permission is not granted or if the custodian is unable to reach his/her supervisor, the custodian will not exceed the maximum.

5-7 The school reservation schedule shall be distributed no later than two Fridays before the week for which the schedule is intended. Assignments shall be confined with a copy to the Director of Facilities no later than noon on the Friday proceeding the week of scheduled events. To the extent possible, it will be distributed on Thursday.

5-8 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 require approval by both the Superintendent and 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. Any custodian may apply. The Superintendent/Town Manager will fill the vacancy, for a 90 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 the relevant contents of the employees' personnel file of the bargaining-unit members 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, with 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 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 the vacancy within the 5- day posting period, the Superintendent/Town Manager may fill the vacancy at his/her discretion.

Any decision of the Superintendent/Town Manager to fill a vacancy hereunder shall be subject to the grievance procedure through 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 6-02 hereof. If the Superintendent/Town Manager intends to fill the position so 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 the relevant contents of the employees' personnel file of the bargaining-unit members 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 through 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 6-02 and 6-03 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 6-02 and 6-03 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 timely manner; however, if in his 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 through 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 that school will have the right to stay on the job by bumping custodians within his/her shift, if possible, with the least seniority. If bumping within one's shift is not possible, he/she shall bump a custodian in another shift with the least seniority. 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. In case of a school closing, reassignments will be made on the basis of work performance.
- 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. These part-time positions shall be temporary from July 1, 2018 through June 30, 2021.
- a) Part time employees will work fewer than 20 hours per week.
 - b) The employer will provide the organization upon written request a list of part time employees and their weekly hours of work.
 - c) 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.
 - d) 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 work week. The impact to be negotiated by the Superintendent or his designee and the President of the Organization or his designee.

- 6-10 Regular part time employees shall receive the same pro-rated economic benefits as specified in this agreement.

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 absent maintenance technician or are assigned to maintenance duties for one-half shift or more, they will be paid the hourly rate of an unlicensed maintenance technician.
- 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 pay of regular straight time pay (including shift premium) for any of the holidays enumerated in 8-03 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
 Martin Luther King Day
 Presidents Day
 Patriot's Day
 Memorial Day
 Independence Day

Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Day

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 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 so 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:

<u>Years of service</u>	<u>Working Days</u>
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 workingdays.
- 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 (in Article 4-01 c) 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.
- 9-7 The custodial and maintenance staff will receive updates of leave balances on a quarterly basis, on January, March, July, and October of each year.

ARTICLE 10 - SICK LEAVE AND BANK

- 10-1 New hires on custodian and maintenance staff shall accrue sick leave based on time worked at the rate of 1 1/2 days per month, up to a maximum of 18 paid workdays for the year. At the beginning of each fiscal year, current custodial and maintenance employees shall be entitled to 18 paid sick days per year. Staff members who terminate service during a year shall have their sick time awarded based on the accrual of days for actual time worked (i.e. July 1 to date of separation accrued at 1 1/2 days per completed month worked), and will be responsible for paying back any sick days used in excess of the accrued amount earned. Annual sick leave unused may be accumulated to a total of 170 working days.
- 10-2 At the beginning of each fiscal year, a letter will be sent to the Organization identifying the number of days available to the organization to use in the administration of the Sick Bank. Sick Bank days will be available for use by members who have exhausted their accumulated sick leave in a prolonged illness or accident. Days from the Bank may be used only if agreed to by the Organization and the Superintendent/Town Manager or his/her designee, provided that the grant of such days for a given disability shall not exceed a maximum of two hundred (200) days and shall be allocated, if approved, in increments of not more than 20 days, and cannot be given without a written request by the member's attending physician. Such agreement shall not unreasonably be withheld by the Organization, Superintendent/Town Manager or his/her designee.
- 10-3 Each June 30, when the unused sick leave days for the previous year are added to a member's accumulation, if adding this number of days would put the accumulation of a member over 170 days, the surplus over 170 will be added to the sick leave bank until the bank reaches 365 days.
- 10-4 If the bank is completely depleted during the life of this Agreement the Organization shall outline the assessment of sick days to replenish the sick bank upon its membership.
- 10-5 Any custodian or maintenance employee employed more than five (5 years) may buy back unused sick leave days at the rate of 1 day for every 5 (20%) if said employee retires or dies. Said buy-back shall include longevity and/or late shift premium. In the event of the death of an employee, his estate shall be entitled to said days. If any custodian or maintenance employee employed more than five (5 years) resigns their unused sick leave days at a rate of 1 day for every 5 (20%), shall accrue to the Sick Bank.
- 10-6 Perfect Attendance Bonus. Employees of this unit are eligible for a perfect attendance bonus under the following conditions:
- If an employee does not use any sick leave during a fiscal year (July 1st through the following June 30th) said employee may choose a cash payment of \$500, or five (5) additional vacation days to be used within one year.

- 10-7 If an employee is out of work due to illness/injury for more than four (4) consecutive days a doctor's note will be required before the employee is able to return to work.

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 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- 01, 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 one (1) accrued sick day 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 or her rights 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 the death

a. 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.

b. In the event of the death of an extended family member not included in above article 14-01, 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.

c. Of those listed above or others the Superintendent or 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 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 t/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 6-02 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

- a. 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.
- b. 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: (a) A grievance shall be considered to have been waived if level one is not initiated

within fifteen (15) days of event or date of first knowledge not to exceed 30 days that occasioned the grievance. (b) Failure at any level of procedure to appeal the aggrieved to proceed to the next level. (c) Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. (d) "Days" are interpreted to be workday ys.

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.

A. Level One:

The aggrieved employee shall present his/ her grievance to the Principal or Facilities Director.

B. 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.

C. 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.

D. 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 own 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.

- a. **An employee shall be assured freedom from coercion, discrimination or reprisal because of his/her use of the grievance procedure.**
- b. **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.**
- c. **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 head majority of the members of the Organization and start at Level Two.**
- d. **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.

- e. No employee shall have the right to require arbitration, that right being reserved to the School Committee and the Organization.
- f. 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.
- g. 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.
- h. If a grievance affects a group or classification of employees, the Organization has the right to process the grievance.

ARTICLE 19 - UNION SECURITY

- 19-01 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 The Town will provide to full time Organization employees the health insurance plans made available to employees of the Town, based upon the benefits and terms then in effect. Should the Town initiate any changes in health insurance plans, it will make its best efforts to ensure that the quality and scope of benefits are not materially diminished.
- 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 The employer agrees to offer dental insurance through Delta Premier Plan B as follows:

Delta Dental	Employee Contribution Rate	Employee Contribution Rate
Individual Plan	50%	50%
Family Plan	50%	50%

22-4 The Town agrees to offer term life insurance coverage in the amount of \$5,000.00 (an additional \$5,000.00 in the event of accidental death or dismemberment), and will pay 50% of the premium, to be effective on the first of the month after date of hire for all eligible permanent Employees.

22-5 Employee contribution for medical, dental, and life insurance may be made on a pre-tax basis through a so-called Section 125 Plan.

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.

22-6 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 July 1, 2015 through June 30, 2018.

24-2 Should either party desire to negotiate a new agreement for succeeding year(s), such party shall by February 1, 2021, 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

25-1 Permanent full-time employees will purchase appropriate work clothes and shoes as approved by the Superintendent/Town Manager and the Director of Facilities. At the start of each year of this Agreement, and, upon presentation of receipts for such purchases, such employees will receive a cash allowance of \$450. The clothing allowance shall be paid to each employee covered by this

agreement who has completed his/her probationary period. Receipts must be submitted by November 15 and May 15 for reimbursement. A lump sum payment of the annual \$450 clothing allowance is available, if all members of the Organization choose to receive the lump sum payment versus the reimbursement method

- 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 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 30-day 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 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 recall will be accepted and 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.

APPENDIX A: WAGES AND SALARIES**COLA Rates**

- FY19 - July 1, 2018 – June 30, 2019 1.35%
- FY20- July 1, 2019 – June 30, 2020 2.00%
- FY21 – July 1, 2020 – June 30, 2021 2.15%

A. Custodian's Pay Rates

Beginning in the first year of the contract FY2019 for Custodial Staff, Custodians performing maintenance work, as assigned by the Facilities Director or Assistant Facilities Director, will be paid at the hourly equivalent rates for the FY18 Non-Licensed Step 3, adjusted for the COLA outlined in this contract agreement

FY19	FY20	FY21
\$25.15	\$25.65	\$26.20

It is agreed that the School Committee may place any new custodian on any step it chooses.

A-1 Custodians Hourly Rates

Step	July 1, 2018 June 30, 2019	July 1, 2019 June 30, 2020	July 1, 2020 June 30, 2021
1	19.07	19.45	19.87
2	20.07	20.47	20.91
3	21.02	21.44	21.90
4	22.00	22.44	22.92
5	22.96	23.42	23.92

A-2 Lead Custodian

Beginning in the first year of the contract 2018-2019, staff assigned to Lead Custodian positions shall be paid on the following schedule

Step	July 1, 2018 June 30, 2019	July 1, 2019 June 30, 2020	July 1, 2020 June 30, 2021
1	\$20.90	\$21.32	\$21.77
2	\$21.89	\$22.33	\$22.81
3	\$22.84	\$23.30	\$23.80
4	\$23.83	\$24.30	\$24.83
5	\$24.78	\$25.28	\$25.82

A-3 Head Lead Custodian

Beginning in the first year staff assigned to the Head Lead Custodian positions shall be paid on the following schedule

Step	July 1, 2018 June 30, 2019	July 1, 2019 June 30, 2020	July 1, 2020 June 30, 2021
1	\$21.91	\$22.35	\$22.83
2	\$22.91	\$23.36	\$23.87
3	\$23.86	\$24.33	\$24.86
4	\$24.84	\$25.34	\$25.88
5	\$25.79	\$26.31	\$26.88

A-4 Maintenance Technicians – Annual Salary

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

Beginning in the first year of this contract, 2018-2019, the current Non-Licensed pay scale is eliminated

Beginning in the first year of this contract, 2018-2019, the current Skilled Maintenance pay scales are eliminated

Maintenance Technicians A - Annual Salary

All Maintenance technicians hired prior to July 1, 2018

Step	July 1, 2018 - June 30, 2019	July 1, 2019 - June 30, 2020	July 1, 2020- June 30, 2021
1	\$60,998.00	\$62,217.96	\$63,555.64
2	\$62,014.83	\$63,255.12	\$64,615.11
3	\$63,031.66	\$65,822.29	\$67,237.47
4	\$64,048.49	\$67,369.46	\$68,817.90
5	\$65,065.32	\$68,916.63	\$70,398.33

Maintenance Technicians B – Annual Salary**All Maintenance staff hired after July 1, 2018**

Step	July 1, 2018 June 30, 2019	July 1, 2019 June 30, 2020	July 1, 2020 June 30, 2021
1	\$58,486.02	\$59,655.74	\$60,938.34
2	\$59,460.98	\$60,650.20	\$61,954.18
3	\$60,435.93	\$61,644.65	\$62,970.01
4	\$61,410.89	\$62,639.11	\$63,985.85
5	\$62,385.85	\$63,633.56	\$65,001.69

Maintenance technicians who have completed three (3) years of continuous service as licensed maintenance technicians in the Bedford School System shall, in addition to their earning under the foregoing salary schedule, receive an annual salary increment as follows: Current Licensed stipends shall remain in effect for the first year of the contract 2018-2019. Beginning in the second year these stipends are rolled into the base salary rate where applicable and new stipends are established

Effective July 1, 2018 – Stipends eliminated in second year of contract 2019-2020

- \$1,500 after 3 years of continuous service;
- \$2,000 after 4 years of continuous service;
- \$2,500 after 5 years of continuous service.

License Stipends Effective July 1, 2019

- \$400 after three (3) years of continuous service
- \$650 upon 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 be forfeit the stipend

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

A-5 Lead Custodians

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 position will be posted annually.

The annual stipend for the Lead Custodian shall be \$2,700 effective July 1, 2012. **Effective with the first year of the new contract, 2018-2019 these stipends are eliminated and a new pay rate structure is implemented.**

As of July 1, 2012 each school's Lead custodial 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 Custodians regular shift, in addition to performing existing lead custodian duties and responsibilities, and provide a written report of their observations activities.

A-6 Lead Maintenance Technician

The School Committee may establish a stipend position of "Lead Maintenance Technician" 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 annually.

Beginning in the second year of this contract, 2019-2020, the Lead Maintenance Technician is renamed Head Maintenance Technician Foreman.

The annual stipend for the Lead Maintenance Technician shall be \$3,500. In the second year of the contract, 2019-2020 the stipend for the Head Maintenance Technician Foreman shall be \$2500

A-7 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:

Years of Service Completed	Longevity Rate
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%

Signatures

CUSTODIAL AND
MAINTENANCE ORGANIZATION:



SCHOOL COMMITTEE:



TOWNSMANAGER



Affirmation:

As Chairman of the Bedford Board of Selectmen I do hereby affirm the Agreement between the Bedford Public Schools Custodial and Maintenance Organization and the Bedford Public Schools.

**Memorandum of Agreement
Between Bedford School Committee/Town of Bedford
and
Bedford Public Schools Custodial and Maintenance Organization**

All current language in the current July 1, 2015 – June 30, 2018 contract will remain in effect for the duration of the new contract with the following exceptions;

Duration: Three year Contract beginning on 7/1/2018 running through 6/30/2021, covering Fiscal Year 2019 through Fiscal Year 2021

COLA Rates

FY19 - July 1, 2018 – June 30, 2019	1.35%
FY20- July 1, 2019 – June 30, 2020	2.00%
FY21 – July 1, 2020 – June 30, 2021	2.15%

Article 4 is amended by adding the following

Amend Article 4-4 by adding the following at the end of the paragraph,

“In the first year of this contract a working group consisting of Custodial staff and Administrators shall examine the possibility of late shift custodians remaining on the late shift during the summer vacation time period beginning in the second year of the contract.”

Article 4-14

“If at any time it is deemed by Facilities Management that an employee covered by this agreement has been abusive of their work time schedule, the employee may be subject to “badging in” and “badging out” for a minimum of 30 work days and up to 90 work days depending on the level of infraction. “Badging in” and “badging out” 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. This will become part of the department’s progressive discipline corrective action plan for employees.”

Article 5-3 is amended in item (d) by striking the words “and Monday holidays” in the first sentence, and by striking the word “Tuesday” and replacing it with the word “Monday” in the second sentence.

Article 6-9 is amended by changing the dates in the last sentence from “July 1, 2012 through June 30, 2015” to “July 1, 2019 through June 30, 2021”.

Article 10-6 Perfect Attendance Bonus

Current language is repealed and replaced with the following;

If an employee does not use any sick leave during a fiscal year (July 1st through the following June 30th) said employee may choose a cash payment of \$500, or five (5) addition vacation days to be used within one year.

Article 12 Personal Leave ADD

e. Religious Holidays. In addition to or in lieu of using personal days, Unit members can select to use one (1) accrued sick day 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.

Article 25 Clothing Allowance

Amend Article 25-1 by adding at the end of the first paragraph,

A lump sum payment of the annual \$450 clothing allowance is available, if all members of the Organization choose to receive the lump sum payment versus the reimbursement method

Appendix Pay Rates

Custodial Staff

Beginning in the first year of the contract FY2019 for Custodial Staff

- Custodians performing maintenance work, as assigned by the Facilities Director or Assistant Facilities Director, will paid at the hourly equivalent rates for the FY18 Non-Licensed Step 3, adjusted for the COLA outlined in this contract agreement

FY18 Base Yr	FY19	FY20	FY21
\$ 24.81	\$ 25.15	\$ 25.65	\$ 26.20

Lead Custodians

- Lead custodian stipends repealed
- New scale based on current FY18 base custodial pay rates at each step and adding \$1.80 to the rate and increasing by the COLA established in this agreement

Lead Custodian Scale

Step	FY18	FY19	FY20	FY21
1	\$18.82	\$20.90	\$21.32	\$21.77
2	\$19.80	\$21.89	\$22.33	\$22.81
3	\$20.74	\$22.84	\$23.30	\$23.80
4	\$21.71	\$23.83	\$24.30	\$24.83
5	\$22.65	\$24.78	\$25.28	\$25.82

Head Lead Custodian

- New position and pay scale is established for a Head Lead Custodian
- New scale based on current FY18 base custodial pay rates at each step and adding \$2.80 to the rate.

Head Lead Custodian Scale				
Step	FY18	FY19	FY20	FY21
1	\$18.82	\$21.91	\$22.35	\$22.83
2	\$19.80	\$22.91	\$23.36	\$23.87
3	\$20.74	\$23.86	\$24.33	\$24.86
4	\$21.71	\$24.84	\$25.34	\$25.88
5	\$22.65	\$25.79	\$26.31	\$26.88

Maintenance Staff

Beginning in the first year of the contract FY2019 for Maintenance Staff,

- Non-licensed Maintenance technician pay scale and the Skilled Maintenance Technician pay scale is eliminated.
- all existing maintenance staff, hired prior to July 1, 2018, are moved to the current Licensed Maintenance Technician pay scale, the scale will be renamed Maintenance Pay Scale A
- any maintenance staff hired on or after July 1, 2018 are placed on a new pay scale, Maintenance Pay Scale B

Maintenance Technician Pay Scale B Rates Hired after July 1, 2019

Step	Base	FY19	FY20	FY21
1	\$57,706.98	\$59,726.72	\$60,921.26	\$62,231.06
2	\$58,668.95	\$60,722.36	\$61,936.81	\$63,268.45
3	\$59,630.92	\$61,718.00	\$62,952.36	\$64,305.83
4	\$60,592.89	\$62,713.64	\$63,967.91	\$65,343.22
5	\$61,554.86	\$63,709.28	\$64,983.46	\$66,380.61

- In the second year of the contract, FY2020, any current licensed staff stipends will be rolled into the base salary for each maintenance technician
- all technician salary rates will be increased by the applicable COLA
- Lead Maintenance Technician renamed Head Maintenance Technician Foreman with new stipend set at \$2500
- New license stipends established; \$400 after completing three (3) years of service in the unit with appropriate license and \$650 upon completing four (4) years.

Bedford School Committee

Jan 7/2
Johann Santiago
Laura Lin
Jan 2. May

BPS Custodial and Maintenance Organization

Jan 7/2
Peter Young

Date

For the Town of Bedford

Richard A. Gued
Town Manager

7/30/18
Date

Date