

# **AGREEMENT**

Between the

**ASHLAND SCHOOL COMMITTEE**

And the

**Ashland School Custodians and Maintenance Workers**

On behalf of

**PUBLIC EMPLOYEES LOCAL UNION 1156**

Of the

**LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO**



**JULY 1, 2024 – JUNE 30, 2027**

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## **MAINTENANCE & CUSTODIAL CONTRACT**

### **I. RECOGNITION**

A. In recognition of the fact that a majority of the employees in the unit described below have selected the Union as exclusive bargaining representative and that a Certification was issued to this effect, the School Committee hereby recognizes the Union as the exclusive bargaining representative of employees in the following unit:

All regular full and part-time Custodians and Maintenance staff.

### **II SICK LEAVE**

A. Custodians and Maintenance Workers shall earn sick leave on a monthly basis. An employee shall earn 1.25 sick days for each month of employment. The unused portion of the previous year's sick leave shall accrue for the employee's benefit in future years. This process of accumulation shall continue until 215 days, the maximum, has accumulated.

B. Extension of leave beyond that stated heretofore for exceptional circumstances may be granted at the discretion of the Superintendent of Schools.

C. A doctor's certificate may be requested for sick leave lasting longer than four (4) work days per illness.

D. A custodian or maintenance worker may use up to five (5) days of their own sick leave per year for absence due to serious illness of a member of the employee's immediate family. Additional days may be used at the sole discretion of the Superintendent.

E. Current custodians and maintenance workers will be allowed to join the long term disability plan currently offered to administrators and teachers. Enrollment date will be July 1, 2012 for current members. New hires after July 1, 2012 will have the option of joining in the first thirty (30) days of employment. All costs of the long term disability plan will be borne by the employee. Long Term Disability is an optional benefit and the employee may choose to join or not join.

F. Employees may be required to complete FMLA paperwork, at the request of Central Office or the Director of Facilities, if they are absent for the same health issues or sickness numerous times, regardless if they are intermittent absences.

### **III. BEREAVEMENT DAYS**

A. Up to five (5) consecutive calendar days' leave (excluding Saturday and Sunday) shall be granted with pay in the event of the death of the employee's spouse, son, daughter, mother, father, sister, brother, grandson, granddaughter, grandmother, grandfather, mother-in-law, father-in-law, stepson, or step daughter.

B. Up to two (2) consecutive calendar days' leave (excluding Saturday and Sunday) shall be granted with pay in the event of the death of the employee's aunt, uncle, niece, or nephew, and up to one (1) calendar day for a cousin. Up to two (2) consecutive calendar days' leave (excluding Saturday and Sunday) shall be granted with pay to the employee in the event of the death of the following family members of the employee's spouse: grandmother, grandfather, brother, or sister.

C. The Superintendent has the sole discretion to grant up to and including five (5) additional days of funeral leave with pay to an employee in extraordinary circumstances.

D. The Superintendent has the sole discretion to grant additional unpaid funeral leave days to an employee. The decision(s) of the Superintendent in the exercise of their discretion in this subsection 3 shall not be subject to grievance or arbitration.

### **IV. PERSONAL DAYS**

A. Up to three (3) days personal leave with pay will be granted, at the discretion of the Superintendent or his designee. To clarify this policy, it is the intent of the School Committee to allow a custodian or maintenance worker personal leave only for emergencies which cannot be taken care of during out-of-school hours. Personal leave may not be utilized on successive days immediately preceding or immediately following a holiday or vacation period. Personal leave will be applied for in advance through the Director of Facilities and the Superintendent of Schools. However, the Director of Facilities may grant personal leave on an immediate basis for emergencies. Personal leave is not cumulative.

B. Custodians and Maintenance workers shall be allowed to roll personal days, if unused at end of year, into sick days.

C. Personal leave may be taken in full day, or hourly increments. The parties shall pilot the use of hourly increments for the duration of this Agreement.

D. Employees who have exhausted their leave may request additional leave as "unpaid" and must have these days preapproved by the Director of Facilities before the leave. Extenuating circumstances will be considered, and no reasonable request will be denied for taking time off as 'unpaid.'

### **V. SEVERANCE PAY UPON RETIREMENT**

A. Severance pay upon retirement shall be paid to all maintenance and custodial personnel at

the rate of one-half (1/2) day's pay per day up to two hundred (200) accumulated days in accordance with the following provisions:

1. Fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated with a maximum limit of two hundred-fifteen (215) days.
2. A minimum of fifteen (15) years of service to the Ashland Public Schools.
3. Notification of retirement must be received by the Superintendent of Schools on or before one (1) year prior to actual date of retirement.
4. A copy of the letter of intent which is sent to the Middlesex Retirement Board will serve as notification of retirement.
5. If a member retires because of an emergency and has not submitted proper notification but meets all other requirements, he shall receive severance pay as a lump sum within twelve (12) months of first notification.
6. If a custodian or maintenance worker, after submitting notification of retirement, as provided herein, should die, the severance pay due the employee shall be paid to their beneficiary as soon as legally possible in the next budget year no later than July 15 of the next budget year.
7. That each employee complies with the eligibility for retirement rules of Chapter 32 of the Massachusetts General Laws governing the retirement of public employees
8. Should the employee fail to notify the Superintendent in accordance with the above provisions, no payment shall be made.
9. Severance pay will not be available to any bargaining unit member hired on or after July 1, 2021.

## **VI. WORK-BEFORE/DURING AND/OR AFTER WEATHER EVENTS**

A. All custodians and maintenance workers are required to report to work before, during, and after a weather event, including snow storms as directed by the Director of Facilities. Employees who have applied and been approved for vacation, personal, jury duty, training or bereavement absences are not required to attend snow removal operations on the date of approved leave. Employees who are absent without approval from snow removal operations may be docked pay, if during a normally scheduled work day, and may face progressive disciplinary actions. Employees

shall be compensated double their hourly rate for snow removal operations on Saturdays.

B. If the related work hours occur at night, and it is reasonably anticipated that schools will be open in the morning, day custodians will be allowed to leave at a reasonable hour (midnight) to get rest if they have to report to work as scheduled in the morning.

## VII. HOLIDAYS

A. As follows, when they fall on normal work days:

Labor Day,	Day before Christmas (if school is closed)
Rosh Hashanah *	Christmas Day
Yom Kippur *	New Year's Day
Columbus Day	Martin Luther King Day
Diwali*	President's Day
Veterans' Day	Good Friday*
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Juneteenth	Independence Day

\* - Religious holiday leave only when days are included as non-school day(s) in the school calendar

## VIII. VACATIONS

The School Department will honor all the years of continuous service worked for any full-time custodial and maintenance person in any Town of Ashland department.

1. All employees covered under this Agreement shall be entitled to the following vacation leave amounts.

Amount of Continuous Service	Annual Vacation Leave - July 1
If Hired Between July 1 and September 30	5 Days
If Hired Between October 1 and December 31	3 Days
If Hired Between January 1 and March 31	2 Days
If Hired Between April 1 and June 30	1 Day
July 1 If an employee has not completed one full year of continuous service before July 1 of the year after the initial hire	5 Days
After 1 Year of Continuous Service to the Closest July 1 of Year of Hire	Two Weeks (10 Days)
After 5 Years of Service	Three Weeks (15 Days)

After 10 Years of Service	Four Weeks (20 Days)
After 15 Years of Service	Five Weeks (25 Days)
After 20 Years of Service	Six Weeks (30 Days)

2. Three weeks summer, fourth, fifth and sixth weeks, where applicable, will be scheduled other than in the summer.
3. No vacation requests shall be granted one week (1) prior to and the five (5) school days after school opening, including the first day of school for students. Vacation days taken during December, February and April vacation periods must be submitted via AESOP two (2) weeks or more in advance.
4. Requests for use of vacation time must be received and approved by the Director of Facilities at least fourteen (14) days prior to the vacation period requested. All requests must be submitted via AESOP. Approval of vacation leave is subject to having adequate coverage available for each school and assignment.
5. Custodians and Maintenance workers shall be allowed to carry over up to 5 vacation days to the next fiscal year, to be used within the first 90 days of the next fiscal year. Requests must be in writing and received by the Director of Public Facilities no later than June 30<sup>th</sup>.

## IX. **OVERTIME**

- A. Time and one-half after 40 hours per week for approved overtime.
- B. Full-time custodians and maintenance personnel to have first refusal on all extra overtime custodial work.
- C. Custodians and maintenance workers to be paid three (3) hours minimum recall pay for overtime, not contiguous to regular work day.

If an employee is recalled within three (3) hours of their normal starting time, they will be paid at the rate of time and one-half for actual time worked prior to their normal starting time.

- D. Custodians or Maintenance personnel shall be compensated double their hourly rate for events with 200 or more attendees or any "food" events, except for school or town-sponsored events.
- E. Double time after forty hours per week for approved overtime will be paid to custodians and maintenance personnel who work on holidays that are recognized in the annual calendar of the Ashland Public Schools.



F. Head Custodians at each location will be responsible for ensuring events scheduled outside normal business hours are staffed. The Head Custodian must periodically check the school district's FS Direct Calendar or contact the department's Administrative Manager to confirm and coordinate upcoming schedules. If the Head Custodian is unable to find someone willing and/or able to work overtime for rentals then they must contact the Director of Facilities and/or the Facilities Department Administrative Manager.

G. Upon timely submission of time sheets by custodians and maintenance staff the time worked will be processed on the next payroll cycle.

All overtime is to be approved in advance by the Superintendent or designee.

Any overtime worked on Sundays shall be paid at double time if approved by the Director of Facilities or the Director of Finance and Operations.

**X. LONGEVITY PAY**

A. In addition to their regular salary, maintenance and custodial personnel to be paid longevity pay by the following scale:

<u>YEARS OF SERVICE</u>	<u>ANNUAL PAYMENT</u>
5-10 years	\$1000
11-15 years	\$1100
16-20 years	\$1200
21-25 years	\$1300
Over 25 years	\$1400

**XI. REDUCTION IN FORCE**

A. In the event it becomes necessary for the Committee to reduce the number of employees in this Unit, the procedures set forth in this Article will govern the layoff of employees who are affected by any such action.

B. The Committee shall have the sole discretion in determining which position or positions or which types of positions are to be eliminated.

C. Seniority as used herein shall mean the number of years, months and days of continuous employment in the custodians bargaining unit of the Ashland School Department. Time spent on

unpaid leave taken under any provisions of this Agreement shall not be counted for the purpose of calculating seniority. If an employee has resigned and has been re-appointed, the employee's seniority shall be counted from the date of the most recent return to employment. Part time service may be combined to generate the equivalent of full-time seniority; for example, 10 years at half-time equals five years at full-time.

D. In the event of a reduction in force, the employee with the least seniority in the affected classification (custodian or maintenance worker) shall be subject to layoff; however such employee may bump into another classification with equal or lower rate of compensation based on seniority, provided they are qualified for the position.

E. Under normal circumstances, in the event of a reduction in force, the employee or employees shall be notified in writing by the Superintendent, or designee, by June 1<sup>st</sup> prior to the school year of the reduction.

F. RECALL: Employees on layoff because of Reduction in Force shall be on a recall list for the first 6 months of layoff; employees with more than 5 years of service will be on a recall list for 12 months, and shall have preference over new applicants for any new position or vacancy in the bargaining unit that the Committee is going to fill.

It is the responsibility of the laid off employee to notify the Superintendent with updated address/contact information during the first 12 months of layoff.

In making a decision as to which of two or more qualified employees on the recall list will be first recalled, the Superintendent will recall employees within classification in the inverse order of layoff. The failure of an employee to accept assignment within 7 calendar days of the postmark of notification thereof shall automatically remove that employee from the recall list and terminate all recall rights.

## **XII. VACANCIES / FILLING POSITIONS**

A. When any custodial or maintenance worker position covered by this contract becomes vacant or if a new position covered by this contract is created, it will be adequately publicized by the Superintendent of Schools by means of a notice, including minimum requirements, job description and minimum salary, posted on a bulletin board in each school as far in advance of the appointment as possible. In addition, the Director of Facilities shall email all department members of said posting to all unit members within two (2) days of the posting. Employees who are absent from work will have their notices mailed to their address on file. Such notice shall be posted internally for five (5) days prior to any advertisement outside the District. Interested employees may apply for the position in writing to the Director of Public Facilities within five (5) days. Interested internal applicants may be required to submit a current resume, as well as a letter of interest, and a letter of recommendation from their current principal to apply for the advertised position to demonstrate past employment history and experience.

B. In filling vacancies within the bargaining unit, the Employer shall first consider applicants from within the bargaining unit including their qualifications, past performance, ability, dependability, training, as well as their seniority in the unit. The Superintendent or their designee shall be the sole judge of qualifications and ability. If a current member of the bargaining unit is deemed qualified for the vacant position, they shall be appointed and the position will not be advertised outside of the District. Where the qualifications and ability are relatively equal among candidates, as determined by the administration, the principle of seniority shall govern and control the appointment. Internal candidates who are not appointed or deemed qualified shall be notified in writing as to the reason(s) he/she was not appointed or was deemed unqualified to fill the position.

C. If after 5 days posting, there is no qualified candidate for a vacancy within the bargaining unit, the vacant position shall be advertised outside the District. Bargaining unit members may still apply for the position. If a current member of the unit is not selected for the position, they may request written notice why they were not selected for the vacancy. Internal candidates who are not appointed or deemed qualified shall be notified in writing as to the reason(s) he/she was not appointed or was deemed unqualified to fill the position. No external candidate or applicant shall be awarded a position prior to interviewing qualified internal candidates.

D. The successful internal candidate for a promotional position (moving to a higher classification/salary scale) shall carry their current salary step in the new classification. The Superintendent, at their sole discretion, may negotiate a higher salary with the candidate. The candidate shall be given a four (4) week probationary period in the new position. If during or at the end of the probationary period it is determined, at the sole discretion of the Building Administrator and the Director of Facilities, that the employee is not suited to perform the work, they shall be returned to their old position and rate of pay.

E. Appointments will be made without regard to race, creed, color, religion, nationality, gender or marital status.

F. Filling Vacancies and Absences

1. If a custodian/maintenance worker covers one (1) or more consecutive work days they will be paid the higher classification wage at their current step.
2. If a Head Custodian will be out of work and has given the Director of Facilities at least one (1) days advance notice, they shall be responsible for finding a replacement, with the Night Foreman having the right of first refusal. The replacement will be paid at the Head Custodian rate at their current step. If the shift is covered by a unit member working another shift directly after the initial shift, they will be paid 1.5 times their regular pay rate for the time of their next shift up to eight hours. If the Head Custodian cannot find a

replacement, they will immediately inform the Director of Facilities. The Director of Facilities has the right to fill the open position by moving any unit member with the same working hours as the open shift.

- G. Any employee covered by this contract may submit a blanket request to stop receiving vacancy notifications from within the department. This request shall be addressed to the Director of Facilities and will be maintained in their personnel file.

When an employee fills in for a higher paying position within the District, said employee must indicate on their time card the date and time they were in the higher paying role.

### **XIII. EDUCATION AND TRAINING**

- A. A custodian or maintenance worker will be reimbursed towards tuition or fees for courses or workshops taken outside of the workday. A maximum of \$6,000 per contract year shall be set aside for this purpose. Reimbursements shall be made on a first-come, first-served basis. Said courses or workshops must be designed to enhance job skills and must be pre-approved by the Director of Facilities.
- B. If a custodial or maintenance employee obtains a certification after commencing employment with the District in any trade license such as HVAC, electrical, plumbing, carpentry, welding, or other trades agreed upon in advance by the union and the school committee/its designee, the District shall reimburse the custodian or maintenance worker for costs associated with obtaining the certification subject to the limits set forth in Article XIII(A). However, if the custodian or maintenance worker leaves District employment less than two years after receiving reimbursement for certification, the custodian or maintenance worker shall reimburse the District for all costs consistent with the terms of the fee agreement set forth in Appendix C.

### **XIV. EVALUATION**

During the 2024-2025 school year the Ashland School Custodians and Maintenance Workers will work with the Director of Facilities and the Director of Finance and Operations to create an agreed upon form of evaluation. Once the evaluation form is created, the School District and the Ashland School Custodians and Maintenance Workers will reopen the agreed upon contract to negotiate Section 9 that deals with monetary bonuses.

- A. The Employer and the Custodial / Maintenance Unit agree that evaluation of custodians and maintenance workers is important to job performance and to recognize achievement.

- 1. Custodians shall be evaluated annually on or around May 15<sup>th</sup>. Performance reviews

for Custodians will be written by their assigned Building Principals with feedback provided from the Director of Facilities. All Maintenance employees will be evaluated annually on or around May 15<sup>th</sup> by the Director of Facilities. Appendix A shall be the evaluation instrument that will be utilized for performance reviews.

2. All observation of work performance shall be conducted in a professional and open manner.
3. A custodian or maintenance worker shall be informed as to any information placed in their file and will have the right to a copy of said material.
4. Upon written request to any supervisory personnel, any employee covered by this agreement shall have the right to inspect the contents of their file and said employee may request copies of such contents as concern such employee on their work.
5. A custodian or maintenance worker will have the right to provide a written response and have it attached to any document placed in said employee's file.
6. A custodian or maintenance worker will have the right to a meeting with the Superintendent of Schools to review and discuss their evaluation.
7. Complaints in writing regarding a custodian or maintenance worker made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the custodian or maintenance worker, providing the complaint is not subject to criminal investigation.
8. All newly hired custodians or maintenance workers shall be employed for a probationary period of 90 calendar days during which time the employee may be terminated for any reason.
9. The Employer shall grant a \$500 monetary bonus to a custodian or maintenance worker if they receive 12 out of 13 above average marks on their yearly evaluation. The bonus will be payable on the second (2<sup>nd</sup>) payroll in July, following the annual evaluation done on or about May 15<sup>th</sup>.

## **XV. GRIEVANCE AND ARBITRATION PROCEDURE**

**Definition:** A grievance is a dispute involving the application, meaning, or interpretation of this agreement, and shall be settled in the following manner:

**Step 1:** The Unit Representative with or without the aggrieved employee, shall take up the grievance in writing with the Director of Facilities within ten (10) calendar days of the

date of the grievance occurrence. The Director of Facilities, or their designated representative shall meet with the Unit Representative involved to attempt to adjust the matter and shall respond to the Unit Representative in writing within ten (10) calendar days of the supervisor's receipt of the grievance. The Director of Facilities may also involve the building principal in this step.

Step 2: If the grievance still remains unadjusted after Step 1, it shall be presented to the Superintendent of Schools in writing within fourteen (14) calendar days after the Director of Facilities' response is received by the unit representative. The Superintendent of Schools shall schedule a hearing within fourteen (14) calendar days following the receipt of the written grievance and shall reply in writing to the Unit Representative within fourteen (14) calendar days from the completion of the hearing.

Step 3: If the grievance is still unsettled after Step 2, either party may, within thirty (30) days after the reply of the School Committee is due, by written notice to the other, request arbitration. The arbitration shall be conducted by the American Arbitration Association pursuant to its rules and regulations. The cost of the arbitration shall be borne both by the School Committee and the Aggrieved Employee equally.

If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including the restoration to the job with all compensation and privileges that would have been due to the employee. The arbitrator shall have no authority, jurisdiction, or power to amend, modify, nullify, delete or add to the provisions of this Agreement. Within the limits of his authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding.

No individual member of the bargaining unit shall have the right to request arbitration, that right being reserved to the Unit as a whole (as represented by a majority of the then members of the unit). The Bargaining Unit may choose to pay for their share of the costs of said arbitration or may require the individual grievant to pay such costs as determined by a majority of the Bargaining Unit.

Failure of the Unit Representative and/or the aggrieved employee to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed as abandonment of the grievance. Failure by the Director of Facilities, the Superintendent, or the Committee to respond within the time limits specified shall be deemed a denial of the grievance, all rights reserved.

## **XVI. CLOTHING ALLOWANCE**

The Facilities Department's Administrative Assistant will work collaboratively with the Union Steward, or designee, to collect shirt sizes of all employees and will also assist in preparing the annual clothing order. Each member covered under this contract shall be able to order any combination of staff shirts or sweatshirts, up to 5 shirts per year per employee. Collared shirts will be worn by Head Custodians and Night Foreman on days when school is in session. Employees will dress appropriately for their work in clothing that is free from holes, no ripped jeans, etc. Shorts may also be worn for personal comfort as long as they meet the following criteria: 1) All shorts must fit loosely and shall not be of the athletic variety, 2) Shorts must not be frayed, have holes, or manufactured rips, 3) no cut-offs are permissible and 4) Shorts must be at least 9 inches in length. Once the Union Steward, or designee, has finalized the complete order for the department, they must receive a written quote from a local vendor for the complete order. This quote will be returned to the Director of Facilities and reviewed with the Director of Finance and Operations. The Union Steward will be notified to proceed forward with the quote or to seek additional quotes. Both Maintenance and Custodian shirts will be marked on the front as "Ashland Public Schools". Maintenance employees will have the rear of the shirts identified as "Maintenance". Custodial employees will have the rear of their shirts identified as "Facilities". Each member under this contract will also receive an annual allowance of four hundred fifty dollars (\$450) to purchase select clothing required for their job. Employees may submit requests for clothing (including footwear) anytime from July 1 through March 31 of the school year. It is understood that orders may contain several different vendors and requests received after March 31 will not be considered. New employees will receive their clothing allowance only after successfully completing their probationary period.

It is the employee's responsibility to provide a valid quote and vendor information to the Facilities Office prior to the conclusion of the open purchasing periods.

The District shall provide high visibility, waterproof jackets every two years.

## **XVII. WORK SCHEDULE**

A. The work day will be 8 hours with a ½ hour paid lunch. Employee must remain on premises during the lunch period. The meal period for night custodians will be between the hours of 6:30 p.m. and 7:00 p.m. nightly, subject to change at the sole discretion of the Superintendent or their designee.

B. Custodian and maintenance shifts will begin and end with the times outlined below with the exception of when there is no school, when custodians will work from 7:00 a.m. to 3:00 p.m. No overtime will be allowed unless prior approval is given.

Maintenance Workers:  
Districtwide 6:00 a.m. to 2:00 p.m.

**Maintenance Summer Hours:**

Maintenance will work 6:00 a.m. to 2:30 p.m. Monday thru Thursday and 6:00 a.m. to 12:00 p.m. on Fridays during summer weeks that school is not in session but not including the two weeks prior to the start of school when they will revert back to regular hours of 6:00 a.m. to 2:00 p.m.

**Custodian Summer Hours:**

Night Custodians will shift from 7:00am - 3:00pm on the First Monday after the last day of school.

**Ashland High School:**

Day Custodian 6:00 a.m. to 2:00 p.m.

Night Custodian 2:00 p.m. to 10:00 p.m.

**Ashland Middle School:**

Day Custodian 6:00 a.m. to 2:00 p.m.

Night Custodian 2:00 p.m. to 10:00 p.m.

Night Custodian / Delivery Split 10:00 a.m. to 6:00 p.m.

**Mindess School:**

Day Custodian 6:00 a.m. to 2:00 p.m.

Night Custodian 2:00 p.m. to 10:00 p.m.

**Warren School:**

Day Custodian 6:00 a.m. to 2:00 p.m.

Night Custodian 2:00 p.m. to 10:00 p.m.

.5 Night Custodian 6:00 p.m. to 10:00 p.m.

**Pittaway School:**

Day Custodian 6:00 a.m. to 2:00 p.m.

.5 Night Custodian 2:00 p.m. to 6:00 p.m.

C. It is understood that the method, system or process for registering the start times/arrival times, end times/departure times, and break times of its employees is subject to change at the sole discretion of the Ashland Public Schools and/or the Ashland School Committee who will provide the Union and its members with sufficient notice and an opportunity to make suggestions prior to the implementation of such changes

D. Based on the 24/6 nature of the facility operations, an on-call position is necessary to address any building-related issues outside of regular business hours when school is not in session (not during summer shutdown). The Director of Facilities will create a qualified employee list. Qualified employees shall rotate calls each week. A qualified on-call employee



will be entitled to compensation equal to 1.00% of their base annual salary for the duration of the on-call period for carrying and answering calls in addition to being compensated one and one-half the employee's regular hourly rate for all hours worked while responding to a call with a minimum two (2) hours for each call. Employees may make arrangements with other qualified employees to cover their on-call days or weeks, provided they immediately notify the Director of Facilities that a switch in coverage has occurred; there will be a one (1) hour response time from receiving a phone call. A dedicated phone will be picked up and dropped off every Monday by the scheduled on-call employee at the Director of Facilities' office. Calls will be for alarms and emergencies only and not for coverage of night shifts or rentals.

**XVIII. MILEAGE REIMBURSEMENT**

A. Employees using their own vehicles to travel between buildings during their work shifts will be reimbursed at the mileage reimbursement rate set by the Town of Ashland.

**XIX. SALARY**

See Appendix B

**XX. SEVERABILITY CLAUSE**

A. It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

**XXI. STANDARD OPERATING PROCEDURES**

In order to ensure the most up to date information is contained within the Standard Operating Procedures Manual a working group consisting of the custodians and maintenance workers and the Director of Facilities will create an updated manual, in regards to the expectations and responsibilities for employees.

**XXII. STEWARD ATTENDANCE AT LOCAL 1156 MEETINGS**


A. Upon written request to the Director of Facilities, no later than three (3) days prior to the date needed, the union steward may request time off from work to attend the Local 1156 union monthly meeting at which his attendance is required in Framingham, MA. The amount of time that the union steward can be away from his shift may not exceed ninety (90) minutes per meeting and will not be requested more than once per month. The amount of time allowed for the union steward's lunch/dinner break may not be taken in addition to the ninety (90) minutes approved on

such meeting days. Approval by the Director of Facilities will not be unduly withheld but it is understood that approval will depend upon staffing levels and building needs.


**XXIII DURATION**

A. This agreement shall become effective July 1, 2024 and shall continue in full force and effect to and include June 30, 2027, and shall thereafter automatically renew itself for successive terms of one (1) year unless by October 1 preceding its expiration either the School Committee or the Maintenance and Custodial representative shall give the other written notice of its desire to modify or terminate this agreement.

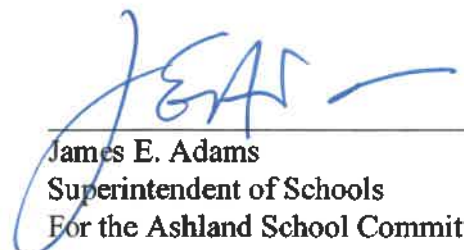
The above dates for the notification procedure can be modified by mutual agreement.

  
Nelson Caneiro  
Representative for Ashland School  
Custodians in behalf of Public Employees  
Local Union 1156 of the Laborer's  
International Union of North America,  
AFL-CIO

DATED: 8/15/24

  
Name: Charles Rund  
Duly authorized union representative  
Local Union 1156 of the Laborer's  
International Union of North America,  
AFL-CIO

DATED: 8-5-24

  
James E. Adams  
Superintendent of Schools  
For the Ashland School Committee

DATED: 8-5-24

## **APPENDIX A**

### **ASHLAND PUBLIC SCHOOLS ASHLAND, MASSACHUSETTS**

#### **CUSTODIAL / MAINTENANCE PERFORMANCE EVALUATION**

Employee \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_ Location \_\_\_\_\_

Primary Evaluator \_\_\_\_\_

#### **PERFORMANCE RATINGS**

**Above Average:** Performance consistently exceeds job requirements

**Average:** Performance meets job requirements

**Below Average:** Performance does not meet job requirements

	Above Average	Average	Below Average
Job knowledge			
Skill in using various equipment			
Maintains & properly stores equipment			
Quality of work / attention to detail			
Volume of work			
Communicates & works well with peers and supervisors			
Displays motivation and good organizational skills			
Treats others with respect and courtesy			
Willing to learn new methods and procedures			
Dependability / Reliability			
Positive work ethic / good attitude			
Personal appearance			
Ability to direct work (Head Custodian only)			

#### **OVERALL RATING (Please check one)**

1. Performs at above average level _____	2. Performs at average level _____
3. *Performs below average level _____	4. *Performance is unacceptable _____

\* - Ratings in these categories require a corrective action plan

**ASHLAND PUBLIC SCHOOLS  
ASHLAND, MASSACHUSETTS**  
**CUSTODIAL PERFORMANCE EVALUATION**

COMMENDATIONS:

RECOMMENDATIONS:

CORRECTIVE ACTION PLAN (If required):

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Co-Evaluator \_\_\_\_\_ Date \_\_\_\_\_  
(Head Custodian or Principal if used as co-evaluator)

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Note: The employee's signature represents receipt only. If the employee wishes to attach a written statement, it must be submitted to the primary evaluator within seven (7) working days.

**Article XIX Salary - Appendix B**  
**Current Structure 23-24**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Custodian	\$19.60	\$19.98	\$20.38	\$20.79	\$21.19	\$21.62	\$22.21	\$22.65
Night Foreman(Sr)	\$20.95	\$21.36	\$21.78	\$22.20	\$22.65	\$23.09	\$23.73	\$24.20
Head Custodian (HS, MS, DMS)	\$26.93	\$27.47	\$28.03	\$28.58	\$29.15	\$29.74	\$30.55	\$31.16
Head Custodian (WS, PS)	\$24.09	\$24.58	\$25.41	\$25.91	\$26.43	\$26.97	\$27.71	\$28.25
Maintenance	\$24.14	\$25.50	\$28.03	\$28.58	\$29.15	\$29.74	\$30.55	\$31.16
Maint Foreman	\$31.54	\$32.18	\$32.82	\$33.47	\$34.15	\$34.83	\$35.79	\$36.50
<b>3.0% Increase 2024-2025</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Custodian/Delivery Driver	\$20.79	\$21.41	\$22.06	\$22.72	\$23.40	\$24.10	\$24.82	\$25.57
Head Custodian (All)	\$28.03	\$28.87	\$29.74	\$30.63	\$31.55	\$32.49	\$33.47	\$34.47
Night Foreman -	\$22.20	\$22.87	\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.30
Maintenance/Grounds/Fields	\$28.03	\$28.87	\$29.74	\$30.63	\$31.55	\$32.49	\$33.47	\$34.47
Maintenance Technician -	\$29.15	\$30.02	\$30.93	\$31.85	\$32.81	\$33.79	\$34.81	\$35.85
Maint Foreman	\$32.82	\$33.80	\$34.82	\$35.86	\$36.94	\$38.05	\$39.19	\$40.36
<b>3.0% Increase Year 2 - 2025-2026</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Custodian/Delivery Driver	\$21.41	\$22.06	\$22.72	\$23.40	\$24.10	\$24.82	\$25.57	\$26.34
Head Custodian (All)	\$28.87	\$29.74	\$30.63	\$31.55	\$32.49	\$33.47	\$34.47	\$35.51
Night Foreman -	\$22.87	\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.30	\$28.12
Maintenance/Grounds/Fields	\$28.87	\$29.74	\$30.63	\$31.55	\$32.49	\$33.47	\$34.47	\$35.51
Maintenance Technician -	\$30.02	\$30.93	\$31.85	\$32.81	\$33.79	\$34.81	\$35.85	\$36.93
Maint Foreman	\$33.80	\$34.82	\$35.86	\$36.94	\$38.05	\$39.19	\$40.36	\$41.58

<b>3.0% Increase Year 3 2026-2027</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
Custodian/Delivery Driver	\$22.06	\$22.72	\$23.40	\$24.10	\$24.82	\$25.57	\$26.34	\$27.13
Head Custodian (All)	\$29.74	\$30.63	\$31.55	\$32.49	\$33.47	\$34.47	\$35.51	\$36.57
Night Foreman -	\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.30	\$28.12	\$28.97
Maintenance/Grounds/Fields	\$29.74	\$30.63	\$31.55	\$32.49	\$33.47	\$34.47	\$35.51	\$36.57
Maintenance Technician -	\$30.93	\$31.85	\$32.81	\$33.79	\$34.81	\$35.85	\$36.93	\$38.03
Maintenance Foreman	\$34.82	\$35.86	\$36.94	\$38.05	\$39.19	\$40.36	\$41.58	\$42.82

## **APPENDIX C**

### **Laborers International Union of North America, AFL-CIO/Public Employees Local Union 1156 Employee Fee Agreement Certification Reimbursement**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Ashland School Committee ("Committee") of Ashland, Massachusetts, acting by and through the appointing authority and Employee \_\_\_\_\_.

For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Committee and the Employee as follows:

The Parties acknowledge that pursuant to Article XIII of the collective bargaining agreement between the Committee and Union, employees are entitled to a reimbursement for trade certifications obtained after commencing employment with the Committee. Should said Employee cease to be employed by the Committee within two (2) years after receiving a reimbursement for costs associated with a trade certification, the employee shall be responsible to reimburse the Committee the full sum of the amount that was initially reimbursed by the Committee.

The Employee further agrees that the reimbursement amount is a lawful offset, which the Committee may, in its discretion, deduct from any remuneration due to such employee as of the date of termination of employment, including but not limited to wages and accrued, unpaid vacation. The Employee further agrees that (1) should the Committee not exercise the option in the preceding sentence or should the Committee exercise the option but be unable to obtain the full reimbursement amount, and (2) should the employee fail to make reimbursement of the unpaid amount within thirty (30) days of written demand from the Committee or fail to enter into a reimbursement arrangement acceptable to the Committee during such thirty- (30-) day period, the employee agrees to the entry of a consent judgment by the Committee in a Massachusetts court of competent jurisdiction in the full amount of the unpaid reimbursement.

By signing below, I acknowledge a benefit in the amount not to exceed \$<AMOUNT> and agree to the terms above with the Committee.

*Executed as a sealed instrument.*

Employee

\_\_\_\_\_  
PRINT First, Last Name   Employee Signature

Witness

\_\_\_\_\_  
PRINT First, Last Name   Witness Signature

Department and/or Division Head

**PRINT First, Last Name   Department and/or Division   Signature**

**For the Committee**

\_\_\_\_\_

**For the Ashland School Custodians and Maintenance Workers Local 1156**

\_\_\_\_\_