

**AGREEMENT**

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**Between the**

**CHELMSFORD SCHOOL COMMITTEE**

**and the**

**CHELMSFORD FEDERATION OF TEACHERS**

**LOCAL 3569, AFT MASSACHUSETTS, AFL-CIO**

**BUILDING CUSTODIANS**

**July 1, 2023 – June 30, 2026**

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WITNESSETH

WHEREAS, the Committee and the Federation desire to enter into a collective bargaining agreement which has as its purpose the promotion of harmonious relations between the Committee and the Federation, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment of Federation employees.

NOW, THEREFORE, it is mutually agreed between the Committee and the Federation as follows:

ARTICLE I – RECOGNITION

- 1.01. For purposes of collective bargaining, the Chelmsford School Committee recognizes the Chelmsford Federation of Teachers as the sole bargaining agent for all full-time and regular part-time custodians, excluding all confidential, managerial, casual and other employees of the Chelmsford School Committee.

ARTICLE II – TERM OF AGREEMENT

- 2.01. This contract shall be effective commencing July 1, 2023 and shall terminate on June 30, 2026.
- 2.02. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

The Employer shall not implement any change to a mandatory subject of bargaining without prior written notice to the Federation and the opportunity to bargain. The parties shall meet and negotiate as obligated under M.G.L. c. 150E.

- 2.03. The failure by the Committee or the Federation in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as a waiver of said provisions.
- 2.04. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the Committee and the Federation.

### ARTICLE III – COMMITTEE RIGHTS

The Chelmsford School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or District or the Superintendent by law or any rule or regulation of the Commonwealth. Except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are exclusively that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Nothing in this Agreement shall limit the School Committee, its Superintendent or any of its agents in the exercise of their functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend, demote, discharge or otherwise discipline; transfer or promote; layoff because of lack of work or lack of funds; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs, abolish existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in job skills, except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Committee, acting through its Superintendent and principals or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the School Department.

### ARTICLE IV – GRIEVANCE PROCEDURE

- 4.01. The Committee and the Federation agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined herein shall be in accordance with the grievance procedure prescribed in this Article.
- 4.02. A grievance is defined as an alleged violation of an express provision of the contract.
- 4.03. The purpose of the procedure set forth hereafter is to produce prompt and equitable solutions at the lowest level to those problems, covered by this Contract, which from time to time may arise and affect the conditions of employment of employees covered by this Contract. The Committee and the Federation agree that nothing in this Contract shall be

construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.

- 4.04.01. The Committee and the Federation shall have the right to use any representative or representatives of their own choosing in their presentations at any level of this grievance procedure.
- 4.04.02. The School Committee and the Administration will furnish the Federation with such relevant information as requested for the processing of any grievance.
- 4.04.03. All materials relating to the processing of a grievance will be filed separately from an individual's files.
- 4.04.04. All decisions rendered at Step One and Two of the Grievance Procedure will be in writing, setting forth the decisions and the reasons therefore, and will be transmitted to the grievant/or the Federation.
- 4.04.05. Any grievance being processed under the grievance procedure shall be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified in the procedure. The time limits hereinabove specified for the filing and processing of a grievance may be extended by mutual agreement of the Superintendent and the Federation in writing.
- 4.04.06. If a grievance affects more than one (1) employee or a group or class of employees, the Federation may submit such grievance in writing directly to the Superintendent at Step Two.
- 4.05. Employees who believe that they have grievable matters are encouraged to seek informal resolution prior to filing a grievance. Such efforts shall not extend the time limit within which to file a grievance.
- 4.06. In order for a grievance to be considered under the procedure provided for in this agreement, the grievance must be formally initiated within seven (7) school days from the date when the grievant first knew or should have known of the occurrence of the acts or omissions upon which the grievance is based.
- 4.07. All time limits stated herein shall consist of school days for the period commencing with the first student attendance day at the beginning of a school year through the last student attendance day at the end of a school year, and during the remainder of the year the time limits shall consist of all weekdays (Monday-Friday, excluding legal holidays).

4.08. Grievances shall be processed in accordance with the following procedure:

STEP I: The aggrieved employee, with or without the assistance of the Federation, shall first submit his/her grievance in writing to his/her building principal. A grievance which is not presented by an employee to his/her building principal within seven (7) school days after the occurrence of the alleged cause of the grievance or after the date of first knowledge of the occurrence by any employee affected shall be deemed to have been waived. The written grievance shall contain the following: the employee's name and assignment; the specific provision or provisions of the agreement claimed to be violated; the approximate time(s) and place(s) the incident or action leading up to the grievance occurred; a summary of the facts involved, and the relief desired. The building principal shall attempt to adjust the grievance and shall advise the aggrieved employee in writing of his/her decision concerning the grievance within ten (10) working days after the grievance has been presented to him/her. A Federation representative may, at the request of the aggrieved employee, be present at the time the grievance is presented.

STEP II: If at the end of seven (7) school days next following the presentation of the grievance at Step I the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Federation may within seven (7) school days thereafter submit his/her grievance in writing to the Superintendent of Schools. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. Within seven (7) school days after receipt of the written grievance, the Superintendent or his designee shall meet with the aggrieved employee in an effort to settle the grievance. The Superintendent shall advise the aggrieved employee in writing of his/her decision concerning the grievance within seven (7) school days after meeting with the grievant.

STEP III: If the Federation is not satisfied with the Superintendent's disposition of the grievance at Step II or if no decision has been rendered by the Superintendent within the time limit specified at Step II, the Federation may, by giving written notice to the Committee within ten (10) school days after the date of the Superintendent's decision or within ten (10) school days after the expiration of the time limit for the Superintendent's decision, as the case may be, present the grievance for arbitration. In such case the following procedure will be followed:

(1) The Federation shall, within ten (10) school days of the submission of the Notice to Arbitrate to the Committee, submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of said American Arbitration Association.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

(3) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish wages or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Federation and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Federation.

#### ARTICLE V – PROBATIONARY PERIOD

- 5.01. An employee's first three years of continuous employment with the Committee shall constitute his/her probationary period. No layoff of an employee made during this period, and no disciplinary action, including suspension, demotion or discharge, taken against an employee during said period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.
- 5.02. No bargaining unit employee who has completed three full years of continuous service in the District as a custodian, shall be dismissed, demoted, reduced in rank or compensation, reprimanded, or otherwise disciplined except for just cause.

#### ARTICLE VI – WAGES

- 6.01. The compensation of each employee shall conform to the wage schedule set forth in Appendix A.

Year One (July 1, 2023 through June 30, 2024) – Increase Step 1 of the salary schedules by two and a half percent (2.5%). Further, maintain a three percent (3%) differential (increase) between Step 1 and 2, Step 2 and 3, Step 3 and 4, Step 4 and 5, and Step 5 and 6 of the salary schedules. Add a new Step 7 with a three percent (3%) differential (increase) between Step 6 and 7. Add a new Step 8 with a three percent (3%) differential (increase) between Step 7 and 8.

Year Two (July 1, 2024 through June 30, 2025) – Increase Step 1 of the salary schedules by two and a half percent (2.5%). Further, maintain a three percent (3%) differential (increase) between Step 1 and 2, Step 2 and 3, Step 3 and 4, Step 4 and 5, Step 5 and 6, Step 6 and 7, and Step 7 and 8 of the salary schedules.

Year Three (July 1, 2025 through June 30, 2026) – Increase Step 1 of the salary schedules by two and a half percent (2.5%). Further, maintain a three percent (3%) differential (increase) between Step 1 and 2, Step 2 and 3, Step 3 and 4, Step 4 and 5, Step 5 and 6, Step 6 and 7, and Step 7 and 8 of the salary schedules.

- 6.02. All employees shall be required to use direct deposit to receive their paycheck. The Employer may utilize and implement any reasonable method of timekeeping and payroll processing that it deems to be in the best interest of the Chelmsford Public Schools.
- 6.03. In order to ensure that it complies with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, the Committee requires that all members of the Federation record their time worked and absences on official Committee time record forms using official time clocks, or an equivalent time tracking system established by the Committee. Employees shall not be required to record their time in and out for their coffee break, but shall be required to record their time in and out for all meal periods. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge.

#### ARTICLE VII – HOURS OF WORK

- 7.01. A “full-time” employee shall be defined as an individual who normally works five (5) eight-hour days per week on a regular basis, or forty (40) hours per week. Full-time employees shall receive full benefits, including full sick leave benefits.
- 7.02. In order to adjust for school schedules and changes in operating conditions, the starting and ending times of daily work schedules may be adjusted from time to time by the administration, provided that reasonable notice of such change is provided. The language contained in this Article shall not limit or restrict the right of the Committee to schedule overtime work.
- 7.03. Custodians shall attend any other staff meetings as deemed appropriate by the administration, and shall be compensated at their normal hourly rate of pay for time beyond their normal work day.

#### ARTICLE VIII – OVERTIME PAY

- 8.01. Work performed at the request of the School Department in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular hourly rate of pay of the employee. Hours worked for the purpose of computing overtime shall include hours the employee actually worked, approved vacation, approved personal, and paid holidays defined in Article XXIII.



Approved use of sick leave in the Director of Facility Services' sole discretion may count toward hours worked for the purpose of computing overtime. The Director of Facility Services' decision on whether or not to approve sick leave for the purpose of computing overtime shall not be subject to the grievance and arbitration procedure.

- 8.02. Employees out sick shall not be eligible to work overtime assignments if they do not work their regular shift the day of the overtime assignment.
- 8.03. Employees called to work additional hours either immediately preceding his/her regular shift or immediately following his/her regular shift shall be paid for the actual hours worked at the employee's regular rate or overtime rate, whichever is applicable.
- 8.04. An employee called back to work after having completed his/her regular shift and having left his/her place of employment will be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked on recall, and for such recall work he/she will be guaranteed a minimum of three (3) hours pay at one and one-half (1 ½) times his/her regular rate of pay.
- 8.05. Bargaining unit employees shall receive a thirty (30) minute, unpaid, duty free meal break per day.
- 8.06. Bargaining unit employees shall receive a fifteen (15) minute, paid, duty free coffee break per day.

#### ARTICLE IX – SICK LEAVE

- 9.01. Sick leave shall be used for the purpose of illness and shall not be used for the purpose of extending a leave pursuant to the Contract. Employees shall be allowed to use up to five (5) sick days per school year in cases of family illness of a spouse, child or parent. Family sick days shall be documented on a form provided and a copy shall be filed with the Central Office.
- 9.02. Employees whose work year comprises the calendar year shall accrue thirteen (13) days of sick leave per fiscal year. Employees shall receive their entire allotment of sick leave days on the first day of the fiscal year. Any unused sick leave of such employees shall accumulate to a maximum of one hundred (100) days. The parties understand and agree that employees shall be advanced their sick days at the start of each fiscal year as a convenience, with the understanding that if their employment with the District ceases for any reason prior to the end of a fiscal year, their sick days for the fiscal year will be pro-rated according to the amount of time that they actually work in the fiscal year.
- 9.03. Employees must notify their immediate supervisor, the Director of Facility Services, or a designee, immediately of any sickness requiring their absence from duty.

- 9.04. In the event that an employee is absent from work the School Department may require that the employee submit satisfactory medical evidence concerning the employee's absence. The failure to produce such evidence within five (5) school days may result in the denial of sick leave for the period of absence and may be grounds for disciplinary action.

#### ARTICLE X – PERSONAL LEAVE

- 10.01. Employees who have completed their first year of the probationary period shall be provided with three (3) days of absence annually for religious, personal, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least forty-eight (48) hours before taking such leave (except in emergencies) and must be approved by the Superintendent. Personal days will not be granted on the days before or after a holiday or vacation period. All requests for a personal day shall be submitted on a form agreed to by the Committee and the Federation.

#### ARTICLE XI – BEREAVEMENT LEAVE

- 11.01. Each employee shall be granted three (3) days' funeral or bereavement leave without loss of pay for a period in the event of the death of a bargaining unit's member's immediate family member, defined as a parent, parent-in-law, spouse, child, sibling, grandchild or grandparent, uncle, aunt, niece, nephew, and any person living in the immediate household.

In the event of the death of a bargaining unit member's son-in-law, daughter-in-law, the bargaining unit member will be entitled to a paid leave of absence for up to two (2) work days.

Each employee will be granted up to two (2) additional workdays without loss of pay if either or both of the aforesaid work days are required as travel time to enable the employee to attend the funeral. Attendance at the funeral shall be a prerequisite to being granted either or both of the two (2) aforesaid additional workdays as funeral leave.

#### ARTICLE XII – JURY DUTY

- 12.01. The Committee shall pay an employee who is required to serve on jury duty the difference between the amount of compensation he/she received for jury duty and his/her regular pay for his/her regular workweek less expenses provided by the court. Employees shall turn over to the Committee all court payment or reimbursement in return for their regular payment. Employees shall be expected to return to work if there exists a reasonable period of time left in the day. Employees are urged to defer their service until non-school times.

### ARTICLE XIII – NO STRIKE CLAUSE

- 13.01. The Federation, on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement, it shall not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services from the Committee.

### ARTICLE XIV – DUES DEDUCTIONS

- 14.01. The Committee agrees to deduct from employees' salaries dues for the Federation and to transmit the amount so authorized to the Treasurer of the Federation.
- 14.02. Each employee who desires to authorize such deduction shall file with the Office of the Superintendent, a signed and dated Payroll Deduction Authorization Form authorizing the Treasurer of the Town of Chelmsford to deduct from his/her regular paychecks and to remit to the Treasurer of the Federation, an amount of money equal to the dues required for membership in the Federation, a waiver of all rights and claims against the Committee and the Town of Chelmsford, and the officers and agents therefore, for monies deducted and remitted in accordance with said authorization, and agreement that such deduction and remittance shall continue from year to year as so authorized until such employee notifies the Treasurer of the Town of Chelmsford through the Office of the Superintendent in writing of his/her desire to discontinue or to change such authorization.
- 14.03. The Federation agrees to indemnify and save the School Committee harmless against any and all claims, demands, or suits or other forms of liability or costs, including reasonable attorney's fees that may arise out of or by reason of any action taken by the Committee for the purpose of complying with the provisions of this Article.

### ARTICLE XV – INSURANCE AND ANNUITY PLANS

- 15.01. The Committee will pay the maximum percentage permitted by Town policy of the cost of the following types of insurance coverage:
- a) A term life insurance plan of the type presently available to employees.
  - b) The Committee agrees to provide health insurance for both individual and family coverage, whichever applies in the particular case, on the same terms as are provided to Town employees.
  - c) Employees will be able to participate in a "tax-deferred" Annuity Plan established pursuant to United States Public Law #87-370. Authority to participate in an

annuity plan shall be given to the Town Treasurer any time after the start of the school year, but by no later than October 30th.

#### ARTICLE XVI – EMPLOYEE EVALUATION

16.01.

- a) Bargaining unit employees shall be evaluated at least once per academic year. Bargaining unit employees shall be provided with a copy of all written evaluations if requested. An evaluation form is attached as Appendix “B.”
- b) Any bargaining unit employee who receives an overall rating of “needs improvement” may be placed on a directed growth plan for up to one (1) year. Any bargaining unit employee who receives an overall rating of “unsatisfactory” shall be placed on an improvement plan for at least twenty (20) school days and/or be subject to discipline/discharge where circumstances warrant such action. A bargaining unit employee on an improvement plan may be subject to supervisory meetings. The Employer shall be responsible for clearly identifying areas of concern and ways to improve on the undesired behavior/performance within both directed growth and improvement plans.
- c) A bargaining unit member rated “needs improvement” or “unsatisfactory” overall may request a conference with their evaluator to discuss an evaluation. The bargaining unit member may request a union representative attend the conference.
- d) Evaluations should be completed by June 15th of each academic year. This deadline may be extended where the Superintendent or his designee determines that the circumstances warrant such action and shall notify the President of the Federation of such. If no evaluation is completed in an academic year, it shall be recorded that the bargaining unit employee was “proficient” in all areas of the evaluation.
- e) The Employer shall not provide an overall lower evaluation rating if the Employer did not previously address the concern(s) referenced in the evaluation with the bargaining unit employee.
- f) Teachers (Unit “A” employees) shall not perform evaluations/evaluation duties of bargaining unit employees.

16.02. Employees have the right, upon request, to review the contents of their personnel file. An employee may, if he/she wishes, have a representative of the Union accompany him/her during such review.

16.03. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an

opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that each signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent, and attached to the file copy.

#### ARTICLE XVII – RESIGNATION NOTICE

- 17.01. Bargaining unit employees in the Chelmsford School System shall give at least fourteen (14) calendar days' notice when terminating their service.

#### ARTICLE XVIII – UNPAID LEAVE OF ABSENCE

- 18.01. A bargaining unit member may request in writing that the Superintendent of Schools grant him/her an unpaid leave of absence for up to one (1) school year for personal reasons. The Superintendent may, at his/her sole discretion, grant such a leave without pay. The Superintendent's decision on whether or not to grant the request shall not be subject to the grievance and arbitration procedure.

#### ARTICLE XIX – PRINTING THE AGREEMENT

- 19.01. The Employer and the Federation each agree to pay one-half of the cost of printing this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Employer and to each new bargaining unit member hired. Additionally, the Employer may post a copy of the Agreement on-line.

#### ARTICLE XX – SENIORITY

- 20.01. The Committee will prepare a seniority list based on the date on which all members of the bargaining unit were hired as custodians. Custodial seniority will be based upon the length of service as a custodian in the Chelmsford Public Schools. Periods of service divided by a break due to resignation and termination will not be added together to determine seniority. Upon request, the Committee will provide an updated copy of the seniority list to the Federation one time per fiscal year.

ARTICLE XXI – REDUCTION IN FORCE

- 21.01. When it becomes necessary to reduce the number of employees in the unit, the Superintendent shall layoff the least senior employee within a category of custodian. If the least senior employee has demonstrable skills/duties, or knowledge of a particular building that would benefit the school district, the Superintendent may layoff a more senior employee within the category of custodian. The Superintendent shall document to the Federation president, in writing, the demonstrative skills/duties or knowledge of a particular building taken into consideration during the layoff procedure. The standard of review for the Superintendent’s decision shall be arbitrary and capricious.
- 21.02. The District will maintain a recall list for a period of six (6) months. Should a vacancy arise during the recall period, the District shall offer the laid off employee from the recall list prior to hiring anyone from outside the bargaining unit.

ARTICLE XXII – PARENTAL LEAVE

- 22.01. Every bargaining unit employee who has completed at least ninety (90) consecutive days will be entitled to an eight (8) week leave of absence for the purpose of parental leave, provided he/she gives at least two (2) weeks’ notice of his/her anticipated date of departure and of his/her intention to return. Employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Upon return from an eight (8) week leave of absence the employee will be restored to his/her previous position. An employee eligible for parental leave under M.G.L. C. 149, § 105D may use accumulated sick leave for up to four (4) weeks of the parental leave. An employee may use up to an additional four (4) weeks of accumulated sick leave for a parental leave during said eight (8) week period under the conditions set forth in paragraph 10-04. The Superintendent or designee(s) will not unreasonably deny approval of the employee’s use of up to an additional four (4) weeks of accumulated sick leave based upon a doctor’s certificate that documents the health condition. The Superintendent may grant unpaid leave beyond the eight (8) weeks at his/her discretion and such decision is not arbitrable.

ARTICLE XXIII – HOLIDAYS

- 23.01. Employees covered by this Agreement will receive holiday pay at the individual employee’s daily rate of pay for the following holidays:

Independence Day	Christmas Eve Day (when school is not in session)
Columbus Day	Martin Luther King, Jr. Day
Veteran’s Day	President’s Day
Thanksgiving Day	Good Friday (when school is not in session)
Friday after Thanksgiving	Patriot’s Day

Christmas Day  
New Year's Eve Day  
New Year's Day

Memorial Day  
Labor Day  
Juneteenth

23.02. Any holiday which falls on a Saturday or Sunday will be scheduled by the Employer consistent with the district calendar.

23.03 An employee called to work on a holiday as defined in Article XXIII will be paid at the rate of two (2) times his/her regular rate of pay for all hours worked.

#### ARTICLE XXIV – VACATION

24.01. Employees shall provide their immediate supervisor reasonable advance notice as to when they wish to schedule vacation time. All vacation time requests shall be subject to the needs of the District and the District reserves its right to reasonably deny requests if they conflict with the District's needs.

24.02. Employees in their first year of service in the bargaining unit shall accrue one (1) day of earned vacation for each month worked, up to a maximum of two (2) weeks' vacation.

Employees who have completed one year of service in the bargaining unit up through the completion of four (4) years of service, shall receive two (2) weeks' of vacation which shall be awarded to them on July 1<sup>st</sup>.

Employees who have completed five (5) years of service shall receive three (3) weeks' of vacation, which shall be awarded to them on July 1<sup>st</sup>.

Employees who have completed ten (10) years of service shall receive four (4) weeks' of vacation, which shall be awarded to them on July 1<sup>st</sup>.

The parties understand and agree that employees shall be advanced their vacation days at the start of each fiscal year as a convenience, with the understanding that if their employment with the District ceases for any reason prior to the end of a fiscal year, their vacation days for the fiscal year will be pro-rated according to the amount of time that they actually work in the fiscal year.

#### ARTICLE XXV – RELIGIOUS LEAVE

25.01. Each member of the bargaining unit shall be entitled to two (2) days' leave with pay for the purpose of the member observing religious holy days where the tenets of the member's religion obligate abstention from work and where the formal religious observance of the

day conflicts with the school day. All members shall provide written notice to the Superintendent of Schools during the first week of school, or within a reasonable period of time, said time to be not less than two weeks before the date of observance. The Superintendent, in his/her discretion, may grant additional religious days, which shall be deducted from the member's personal days. In the event that a member of the bargaining unit has exhausted his/her personal days, one additional religious day shall be deducted from the member's accrued sick leave. The Superintendent's decision shall not be subject to the grievance and arbitration process.

#### ARTICLE XXVI – SAVINGS CLAUSE

- 26.01. If any provision of this Agreement or any application thereof affecting members of the Unit are found to be contrary to law, they shall remain in effect to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect.

#### ARTICLE XXVII – WORKER'S COMPENSATION

- 27.01. Bargaining unit members absent due to a work-related injury are covered by M.G.L. c. 152 (Worker's Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may, at his/her option, apply that portion of any accrued sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work-related injury. For each day of absence, the bargaining unit member will be charged with that portion of a sick day which represents the difference between the Worker's Compensation benefit and his/her regular pay.

#### ARTICLE XXVIII – MISCELLANEOUS

- 28.01. Before the opening and after the close of school on school days, the Federation may use designated areas in school buildings for meetings of bargaining unit employees, provided that there is no interference with any scheduled school activities and that bargaining unit members will not attend such meetings during their regularly scheduled work day.
- 28.02. The Federation may place Federation-related materials in the mailboxes of bargaining unit employees.
- 28.03. Employees shall receive an annual clothing allowance of seven hundred and fifty dollars (\$750.00) paid in their first paycheck of the fiscal year.
- 28.04. Mileage allowances shall be payable only if authorized by the Superintendent. Traveling personnel whose regular duties require them to use private vehicles for school business




shall be reimbursed at a rate consistent with the then-existing IRS rate. Traveling personnel authorized by the Superintendent must submit documentation of said mileage.

- 28.05 Employees shall be provided with a school department issued cellphone to conduct work-related business upon request.

This Agreement has been duly executed by the authorized representatives of the Committee and the Federation on the 11<sup>th</sup> day of April, 2023.

Chelmsford School Committee

Chelmsford Federation of Teachers  
Local 3569, AFT-Massachusetts, AFL-CIO  
Building Custodians



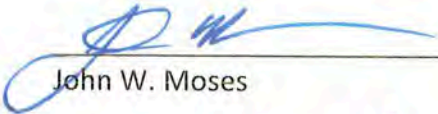
Donna M. Newcomb, Chair



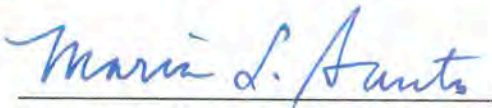
Dennis F. King, II, Vice Chair



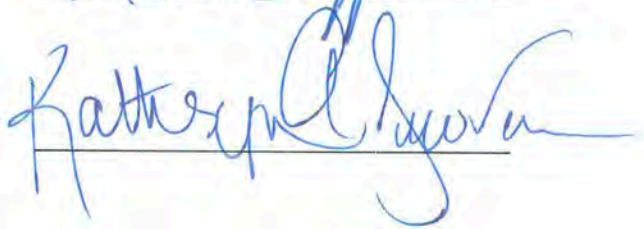
Susan Mackinnon, Secretary



John W. Moses



Maria L. Santos



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## Appendix A: Salary Schedule

**2022-23**

Junior Custodian Lead Custodian	Step 1	\$ 19.43
	Step 2	\$ 20.01
	Step 3	\$ 20.61
	Step 4	\$ 21.23
	Step 5	\$ 21.87
	Step 6	\$ 22.52

	Year 1	Year 2	Year 3
	2023-24	2024-25	2025-26
	2.5%	2.5%	2.5%
Step 1	\$ 19.92	\$ 20.41	\$ 20.92
Step 2	\$ 20.51	\$ 21.03	\$ 21.55
Step 3	\$ 21.13	\$ 21.66	\$ 22.20
Step 4	\$ 21.76	\$ 22.31	\$ 22.86
Step 5	\$ 22.42	\$ 22.98	\$ 23.55
Step 6	\$ 23.09	\$ 23.67	\$ 24.26
Step 7	\$ 23.78	\$ 24.37	\$ 24.98
Step 8	\$ 24.49	\$ 25.11	\$ 25.73

Senior Custodian (HS)	Step 1	\$ 24.00
	Step 2	\$ 24.72
	Step 3	\$ 25.46
	Step 4	\$ 26.22
	Step 5	\$ 27.01
	Step 6	\$ 27.82

Step 1	\$ 24.60	\$ 25.22	\$ 25.85
Step 2	\$ 25.34	\$ 25.97	\$ 26.62
Step 3	\$ 26.10	\$ 26.75	\$ 27.42
Step 4	\$ 26.88	\$ 27.55	\$ 28.24
Step 5	\$ 27.69	\$ 28.38	\$ 29.09
Step 6	\$ 28.52	\$ 29.23	\$ 29.96
Step 7	\$ 29.37	\$ 30.11	\$ 30.86
Step 8	\$ 30.25	\$ 31.01	\$ 31.79

*Chelmsford Federation of Teachers – Building Custodians*

Employee Name:

School:

Position:

Inclusive Dates:                      Through:

Evaluation Overall Rating:

Ratings will be:

1. Proficient
2. Needs Improvement
3. Unsatisfactory

<b>Professional Responsibilities</b>	<b>Rating</b>
Knowledge of position and quality of work	
Working relationships	
Care and use of equipment	
Other (Specify):	

Comments:

<b>Personal Responsibilities</b>	<b>Rating</b>
Professional appearance	
Cooperation	
Dependability	
Flexibility	
Other (Specify):	

Comments: