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AGREEMENT
BETWEEN
THE WESTFORD SCHOOL COMMITTEE
AND
THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO
COUNCIL 93, LOCAL 1703
REPRESENTING
CUSTODIAL AND MAINTENANCE EMPLOYEES OF
THE WESTFORD SCHOOL DISTRICT



July 1, 2022 through June 30, 2025

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PREAMBLE

Recognizing that our prime purpose is to maintain education facilities of the highest possible quality for the children of Westford and that well maintained facilities are essential in the achievement of high morale within both the student body and the custodial staff, we, the undersigned parties to this Contract, declare that:

- A. Under the laws of Massachusetts, the School Committee, hereafter called the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational and custodial policies of the Public Schools of Westford. Employees are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the school website.
- B. The Superintendent of Schools or Assistant Superintendent of Westford (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The Principals of Westford Public Schools have direct supervisory responsibility of the staff members assigned to their school facilities.
- D. The Director of School Finance and Director of Facilities of the Westford Public Schools, and his/her designee, has responsibility for the efficient operation and maintenance of all school facilities and maintenance and custodial services.
- E. The Custodial and Maintenance Staff of the Westford Public Schools, hereinafter referred to as the "Union", has the responsibility for providing the highest standards of workmanship to ensure that clean, comfortable and orderly school facilities are consistently maintained and available to the students and staff.
- F. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, the Union, the Administration and the employees in the formulation and application of policies relating to wages, hours and other conditions of employment for the Custodial and Maintenance Staff. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement.

Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the Union and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

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ARTICLE I SCOPE / RECOGNITION

- Section 1. The Committee recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for employees of the Westford Public Schools as certified by the Massachusetts Labor Relations Commission in Case No. MCR-813, and excluding all other employees.
- Section 2. This contract is a complete agreement between the parties covering all subjects of bargaining for the term hereof. The parties agree that the relations between them shall be governed by the terms of this contract only.
- Section 3. No prior agreements or understanding, oral or written, shall be controlling, or in any way affect the relations between the parties unless otherwise provided in this agreement, or unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this agreement.
- Section 4. All matters not dealt with herein shall be treated as having been brought up any disposed of, and the Committee shall be under no obligation to discuss with the Union and modifications or additions to this contract which are too effective during the term thereof. No change or modification of this contract shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE II RIGHTS OF THE COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Westford Public Schools. It is acknowledged that the Committee has the final responsibility of establishing the policies of the public schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

The Committee authorizes the Superintendent, or his designee, authority to administer the provisions of the Collective Bargaining Agreement, except in those provisions where the Committee has specifically retained jurisdiction. However, any such designee will make every effort to consult with the Superintendent prior to making a decision.

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ARTICLE III CONTINUITY OF EMPLOYMENT

- Section 1. The Union and its members, individually and collectively, agree for the term thereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities, directed against the Westford School Committee during the term of this contract.
- Section 2. Employees who participate in such activities may be disciplined or discharged as the Superintendent of Schools or his/her designee in his/her judgment deems proper. Said discipline shall be final and binding on the parties affected thereby, and not subject to the grievance and arbitration procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be the subject of the grievance and arbitration procedure.
- Section 3. In connection with any negotiations for a successor agreement held pursuant to Article XVIII, (Duration) said negotiations shall be conducted without the threat of sanctions or strikes by either party and any outstanding differences shall be referable only to mediation, fact finding or other statutory impasse procedure provided for in the General Laws of the Commonwealth.

ARTICLE IV GRIEVANCES

- Section 1. For purposes of this Agreement a "grievance" shall be defined as any complaint by the Union and/or an employee covered by this Agreement that:
- (a) he/she has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or
 - (b) he/she has been subjected to an arbitrary or capricious act contrary to established practice.

An "aggrieved person" is the person or persons making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

All "time limits" herein, except in Section 6 shall consist of school days from September 1 through May 31. June 1 through August 31 may be referred to as calendar days. It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to a more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause. An employee

who has been disciplined shall be given a written statement of the reason(s).

- Section 2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- Section 3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- Section 4. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any organization other than the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure except at Step 1 of Section 7.
- Section 5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by a prior mutual agreement.
- Section 6. If at the end of thirty (30) calendar days next following the occurrences of any grievance, (or when the employee should reasonably have had knowledge of such occurrence) the grievance shall not have been properly presented in writing in Step 1, set forth below, (or when the employee should reasonably have had knowledge of such occurrence), the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also 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 therefore in this Article.
- Section 7. Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits and conditions herein set forth:
- Step 1: The employee shall present the written and dated grievance during his/her non-working hours to his/her school principal, or their designee, who shall give his/her answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may
- Step 2: Be presented to the Union by the employee involved within three (3) days after receipt of the Principal's, or designee's, answer. If the Union concurs in the answer of the Principal's or their designee, the matter shall be considered settled at this step as far as the Union is concerned and the Principal shall be so notified. If the grievance is not satisfactorily settled at this step to the employee's satisfaction and/or if the employee shall so desire, it may
- Step 3: Be reduced to writing by the employee within fifteen (15) days after receipt of the Principal's, or their designee's, answer and be presented to the Superintendent of Schools. The Superintendent or his/her designee and the employee, and if the employee so elects, the President of the Union, or his/her designee shall meet to discuss the grievance within ten (10) days after receipt of the written grievance.

Grievances reaching the Superintendent's level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or his/her designated representative, shall give his/her written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the employee to the School Committee. The School Committee, and/or its designated representatives and the employee, and, if the employee so elects, counsel and/or an authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the President of the Union. If any person or persons are to represent the employee at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Step 5: Be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Step 4 of Section 7. This appeal to arbitration shall be in accordance with the procedure and conditions set forth below in Article V, (Arbitration).

Section 8. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9. A complaint by an employee covered by this Agreement that he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice may be grieved in accordance with the procedure and subject to the conditions outlined above, provided, however, that such a grievance may not be appealed to arbitration.

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ARTICLE V ARBITRATION

In the event either party elects to file a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure:

- Section 1. The Arbitrator is to be mutually selected by the Committee and the Union. If the Committee and the Union cannot agree within seven (7) days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules. The Union and the Committee may jointly agree to submit a grievance to arbitration before the Massachusetts Board of Conciliation and Arbitration.
- Section 2. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association, or Board of Conciliation and Arbitration, shall be shared equally by the parties. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.
- Section 3. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, from the date of submission to him/her of the final statement and briefs. The arbitrator's award shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the arbitrator shall be submitted to the Committee and the Union, and, subject to law, shall be final and binding upon the Committee, and the Union and the aggrieved employee.
- Section 4. The arbitrator shall be bound by the procedures set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association, or by the applicable Rules and Regulations of the Board of Conciliation and Arbitration, in cases arbitrated before that agency. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The Arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement, and, in reaching his/her decision, shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The Arbitrator shall be without power or authority to make any award which would require the Committee to do an act prohibited by law. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the Committee and the Union, and the employee, or group of employees, who initiated the grievance. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

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ARTICLE VI SICK LEAVE

- Section 1. All full-time and part time employees (as defined in Article IX, Section I) who have completed their three (3) month probationary period shall be entitled to fifteen (15) sick days per year to an accumulated total of 150 days. Additional sick leave may be granted at the discretion of the School Committee. Sick leave benefits are not payable upon termination or retirement except as provided in Article X, Section 5 (Compensation) and except if an employee should die while in the employ of the Committee, all accumulated sick leave shall be paid as provided by will, or by law.
- Section 2. The Superintendent of Schools or his/her designee, at its discretion, may require certification by a physician from employees absent for more than three (3) consecutive days before an employee may be eligible to qualify for sick leave. When an employee finds it necessary to be absent because of sickness, he/she shall report that fact to his/her superior as soon as possible. Such leave will not be granted unless such report is timely made.
- Section 3. In the event that an employee is incapacitated as the result of a bona fide injury or sickness arising out of, or in connection with, his/her service to the Town, for which Worker's Compensation is payable, he/she shall be granted, upon his (her request, the difference between the Worker's Compensation payments and his/her regular straight time rate of pay, provided he/she has sick leave available. An employee's sick leave will be reduced pro rata based on the relationship of his/her normal daily salary and the difference paid by the Committee.
- Section 4. In July of each fiscal year, the individual employee will be provided with the number of accumulated sick days as of July 1st of that year.
- Section 5. Light Duty. The Committee and the Union recognize that the nature of the work of the Custodial Employees is physical in nature, and that no employee shall be returned to work after an illness or injury until they can provide medical documentation of their ability to perform all job functions without restriction.

ARTICLE VII PERSONAL/FUNERAL/RELIGIOUS LEAVE

It is recognized by all that absences by professional employees interrupt the educational process and must therefore be held to a minimum.

Section 1. **Personal Leave**

In each year of this Agreement, employees may obtain up to two (2) days leave with pay for imperative personal business or legal obligations which cannot effectively be conducted outside of the work hours. A third day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion. These days may not be accumulated. An employee will not be required to specify reasons for a personal day. All personal time will be requested at least two days prior to the requested time off, when practicable.

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Section 2. **Bereavement Leave**

In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, step parent or any individual who resides with the employee), a maximum of five (5) consecutively scheduled work days for funeral and bereavement leave shall be given to the employee without loss of pay and with no accumulation.

If the funeral is not held within the initial bereavement period, and if the funeral is scheduled to occur on a normally scheduled work day, the employee may use four (4) consecutive days, and hold one day to use for the purpose of attending the funeral. In the event of the death of an employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without the loss of the regular day's pay, and with no accumulation. Additional time off for bereavement may be requested to the Superintendent for consideration. An employee's request will not be unreasonably denied.

ARTICLE VIII
LEAVES (MMLA/FMLA/MILITARY)

Section 1. **Massachusetts Parental Leave Act (MPLA)**

The Committee will abide by the Massachusetts Parental Leave Act (MPLA). Upon the receipt of at least two weeks' written notice to the Superintendent of Schools of the employees' anticipated date of departure and with the intention to return under the Massachusetts Parental Leave Act (MPLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least 90 calendar days shall have the option of taking either:

A leave of up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.

A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a newborn, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if she intends to take leave under the MPLA through a formal written and dated letter with reference to the Article and Section of this Agreement, including the estimated dates of departure and return. An employee who takes a leave under the MPLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the employee's continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the employee would have been non-renewed or reduced in force. Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MPLA, nor is it intended to expand or contract the rights and benefits of the act.

Section 2. **Family Medical Leave Act (FMLA)**

The Committee will abide by the Family Medical Leave Act (FMLA). An employee with at least twelve (12) months employment with family medical issues that renders him/her unable to perform functions of their job must notify the Superintendent of their intent to take a medical leave through a formal written and dated letter with reference to the Article and Section of this Agreement, including the estimated dates of departure and return. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA).

Basic Leave Entitlement:

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employees, spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job

Section 3. **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired Benefits and Protections.

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with the equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's

leave.

Eligibility Requirements:

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Conditions:

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave:

The leave year shall be based on a twelve (12) month basis with only one FMLA leave allowed in a twelve (12) month period. The twelve-month period will be calculated forward from the commencement date of the requested FMLA leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave:

The use of eligible sick time during an employees' FMLA will be at the discretion of the employee. Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities:

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. A physician's note may be requested to verify the medical condition.

Employer Responsibilities:

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a

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reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

When the reason for the Family Medical Leave overlaps with the Massachusetts Medical Leave Act, the leave will run concurrently. MMLA leave shall not be combined with FMLA leave for more than 12 work weeks as established in the approved school calendar.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's or employee's requirement to abide by the FMLA, nor is it intended to expand or contract the rights and benefits of the act.

ARTICLE IX SICK LEAVE BANK

The Sick Leave Bank shall be administered by the WPS Human Resources Department and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the Administration to serve at its discretion and three (3) members designated by the Union to serve at its discretion. The committee shall consider as criteria for granting benefits and adequate medical evidence of serious illness and the applicant's prior utilization of short-term sick leave. In the event of lack of consensus among the Committee, the Committee will present the information to the Superintendent, who shall make the final decision. An applicant must first exhaust their sick leave and other available leave before seeking sick leave bank benefits.

Members of the bargaining unit who have a serious illness or accident, which results in the exhaustion of an employee's accumulated sick leave shall be eligible for participation in a sick leave bank, under the terms and conditions set forth below:

1. There shall be a sick leave bank established for employees who wish to participate in contributing sick days from their individual sick leave accounts in the amount of 3 days per year. In the first year of development of the sick leave bank and upon hiring for new employees, employees shall elect in writing whether they want to opt in or out of the sick leave bank. If an employee elects to change their participation status, it must be communicated in writing to the WPS Human Resources Department. Only those who elect to participate will be eligible to apply for benefits from the sick leave bank.
2. Employees only have access to the sick bank due to their own illness or accident that results in the exhaustion of all of their own available days, such as sick, vacation and personal days.
3. Employees who wish to request the use of sick leave bank shall be enrolled in short-term disability or long-term disability, either privately or through the Town.
4. The initial grant of sick leave to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended upon demonstration of need by the applicant. The maximum days granted to an individual shall not exceed ninety (90) days.
5. If the sick bank is depleted to 15 days or less, the bank may be replenished by equal contributions in the amount of 3 additional days from the members participating in the sick leave bank. If 51% or more of the participating members want to put to a vote, the number of days to be donated per member to replenish the sick leave bank, they may do so by voting either an additional 1 day or

- additional 2 days per participating member by majority vote of those participating in the sick leave bank.
6. Any unused sick leave at the end of the calendar year shall remain in the sick leave bank. However, when the number of available days reaches 180 days, the contribution amount shall drop to 2 days in the following calendar year for each participating member.
 7. Employees may not contribute unused sick days to the bank in excess of the number of days normally contributed per member in that fiscal year. An employee must be employed and receiving wages from the bargaining unit employer to be eligible to participate and utilize sick leave bank benefits.
 8. New employees may elect to join the sick leave bank after 30 days of completing their probationary period and must contribute to the required number of days eligible.
 9. It will be the responsibility of the Union leadership to provide written documentation to HR for all members who choose to participate or decline participation in the sick bank.
 10. All employees other than new employees may only join by July 1 of each fiscal year and must submit their request to join between June 1 and June 15 of the preceding year. To be eligible to join, you must also be a member in good standing and current on all Union dues.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

ARTICLE X GENERAL

- Section 1. Employee Classifications for the purposes of this agreement, the following employee classifications will be recognized.

Full-Time Employee: any employee who is assigned to a contractual position and assigned the normal work week hours of eight and one-half (8 ½) consecutive hours per day, Monday through Friday with a thirty (30) minute unpaid and uninterrupted meal break.

Part-Time Employee: any employee who is assigned to a contractual position and assigned a minimum of four (4) consecutive hours per day, but less than eight and one-half (8 ½) consecutive hours per day, Monday through Friday.

- Section 2. **Probation**

Each new employee will be on probation for his/her first three (3) months of employment, after which he/she will be placed as a regular employee, or dismissed at the discretion of the Superintendent or his/her designee without recourse to the grievance or arbitration procedures. After an employee becomes a regular employee, all conditions of vacations, sick leave, pay and seniority will be retroactive to the first day of employment.

- Section 3. **Work Week**

The normal work week shall be eight and one-half (8 1/2) consecutive hours per day, Monday through Friday with a thirty (30) minute unpaid and uninterrupted meal break per day near the middle of his/her shift schedule, whenever possible. The Superintendent of Schools may vary the normal work week to provide coverage for athletic and/or co-curricular events.

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Section 4. **Lunch Period**

Employees may not leave the school building during their lunch period unless they receive specific approval of the building principal, their designee, or other administrator. Employees are not permitted to receive personal visits on school department property during their work day, including their lunch period.

Section 5. **Break Time**

The regular workday shall consist of eight (8) consecutive hours of work, except for the lunch period and a break of 15 minutes to be taken after the first two hours of a shift. Where scheduled work hours involve a lunch period, thirty (30) minutes shall be provided when allowed, but not to be used as an early release from a scheduled shift.

Section 6. **Call Firefighter**

Any employee who is a call fireman in Westford may answer a fire call during his/her regular working hours if by so doing, he/she does not jeopardize the safety, health and wellbeing of the pupil, personnel and building at which he/she is assigned. Should the fire call which he/she is answering, results in more than one hour away from his/her regularly assigned duties at the school, he/she will be expected to make up the time lost at a time mutually convenient and agreed upon by his immediate supervisor.

Section 7. **Shift Schedule**

It is recognized that all presently existing shift schedules may be altered by the Committee to serve the best interest of the School Department. If permanent changes in shift schedules are contemplated, the Union will be contacted for discussion concerning those changes. Reasonable efforts will be made to continue a two shift schedule and to schedule the first shift to begin approximately between 6:00 AM and 8:00 AM and the second shift to begin approximately between 2:00 PM and 4:00 PM. Employees will be given a minimum of one week's notice of change in starting time and will not routinely be scheduled for different start times in a particular week. The presently existing shift schedule for those days in which school is not in session is 7:00 AM to 3:30 PM.

Section 8. **Reassignment**

The Superintendent or his designee has the right to temporarily reassign custodians to satisfy the needs of the Westford Public Schools. When a permanent lateral transfer is required, the least senior custodian in that job classification may be involuntarily transferred.

Section 9. **Inclement Weather**

A. It is the sole discretion of the Superintendent of Schools and/or their designee to determine the impacts of inclement weather and when the determination as to whether or not school activities and/or activities by organizations will be held. Whenever possible, the Director of Facilities and/or their designee will provide as much advance noticed to the Union as possible.

B. The Union recognizes that snow and ice removal efforts are considered an essential job

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responsibility. It is the duty of Union member to make themselves readily available to support these operations as defined under this article or at the discretion of the Director of Facilities and/or their designee. Unless when given specific approval by the Director of Facilities and/or their designee, the Union employee is expected to report ready to work and in appropriate apparel.

- C. The Head Custodians shall be responsible for coordinating snow removal efforts for their respective building(s). The Director of Facilities and/or their designee will direct the maintenance staff and/or plow/salt team(s). When necessary, under the discretion of the Director of Facilities and/or their designee, overtime will be permitted at time and one-half.

Section 10. **Substitutes**

The Head Custodian (or Night Supervisor, in his/her absence) of each building shall have general responsibility for procuring a substitute when a custodian is absent. This responsibility shall be carried out in accordance with policy established by the Superintendent of Schools or his/her designee.

Every effort will be made to fill Temporary Supervisor shifts with Bargaining Unit Personnel prior to being assigned to contracted employees.

Section 11. **Jury Duty**

All employees who, because of jury duty, miss normally scheduled working time as required by the Court, shall be paid their regular straight time compensation from the Town of Westford. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the Human Resources Department by the employee.

If any employee is summoned to Court to appear as a witness, the procedures outlined in the preceding paragraph will apply.

Section 12. **Personnel Files**

Employees shall have the right to review their personnel file during non-working hours, and to have their responses to material in that file placed therein. A copy of any written statement or report which is critical of or of an unsatisfactory nature concerning an employee made by a member of management or a designated supervisor which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as it is available thereafter.

No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had

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the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. There shall be no reference to any other individual and/or employee within the employee's rebuttal.

Section 13. **No Smoking Policy**

In conformance with the Education Reform Act of 1993, the Union will abide by the provisions as they relate to a smoke-free environment in school buildings and on school grounds and in any vehicle in possession of, or contracted by the Westford Public Schools.

Section 14. **Dues**

- A. The Committee agrees that, in accordance with the provisions of Chapter 150E, Section 17, it will deduct membership fees from the wages of any employee in the unit who has voluntarily submitted written authorization in the form set forth in Attachment E. (Payroll Deduction)

The amount so deducted will be remitted in accordance with such authorization provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this agreement, and provided that the Committee may cease making such deduction after receiving from an employee a sixty (60) day notice of a revocation of the authorization from the employee.

- B. In the event an employee covered by this agreement chooses not to become a member of the union, the employee may choose to pay an agency fee, on a voluntary basis, to cover costs of bargaining and representation by the union on matters pertaining to the collective bargaining agreement.

In the event an employee chooses to pay a Voluntary Agency Fee, the employee shall complete an "Agency Fee Card" supplied by the union, authorizing the collection of the agency fee through payroll deduction, and a copy of that card will be supplied to the employer to authorize the payroll deduction.

Voluntary Agency Fees authorized under this provision shall be collected, and remitted to the union, in the same manner as prescribed for dues.

- C. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. As Authorized by M.G.L. 180 § 17 J.

Section 15. **Non-Resident Tuition**

The Committee agrees to permit children of employee's non-resident in Westford to attend Westford Schools, provided that such attendance shall not require the Committee (pursuant

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to its own policies) to increase staff, and provided further that, if such children require special services under c. 766, the costs of such special services shall be paid by the employee/parent. The child of a staff member residing in Massachusetts who is seeking entry in a grade that has declared openings under the School Choice program may be admitted via the School Choice program. Acceptance in the School Choice program will be subject to a lottery if there are more applicants than declared School Choice seats. If the child of a staff member (who resides in Massachusetts) is not accepted via the School Choice program, the child may still attend Westford Schools tuition free. A child of a staff member who resides outside of Massachusetts, who is not eligible to attend under the School Choice program, will be allowed to attend Westford Schools tuition free. The Committee's refusal to grant such permission in a given instance shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE XI COMPENSATION

Salary Schedules: Attachment A
Holiday Schedule: Attachment B
Vacation Schedule: Attachment C
Longevity: Attachment D

Section 1. **Wages**

The basic wage schedules for employees covered by this Contract are set forth in Appendix A. All employees not presently at the maximum step of their job classification shall advance on July 1 to the next higher step and will continue to advance, if eligible, on July 1 until reaching the maximum step level. In the initial transition to this new cycle on July 1, 2023, bargaining unit members shall be exempt from Article XII, Section 4 requiring at least 12 months on a given step so employees will not go more than twelve (12) months without a step increase. After employees are on the July 1 step cycle, Article XII, Section 4 remains in effect. This step increase will be processed upon receipt of written documentation from the employee's supervisor. In addition to step increases, employees shall receive the general wage increases effective July 1st of each year of this agreement.

Effective July 1, 2022 the wage table and all employee wages will be adjusted for Cost of Living in the amount of 2% for custodians and 2.5% for maintenance employees.

Effective July 1, 2023 the wage table and all employee wages will be adjusted for Cost of Living in the amount of 2% for custodians and 2.5% for maintenance employees.

Effective July 1, 2024 the wage table and all employee wages will be adjusted for Cost of Living in the amount of 2.5% for custodians and 3% for maintenance employees. Additionally, maintenance employees' pay shall receive a market adjustment in a fixed dollar amount of \$1.25 per hour on July 1, 2024 and another \$1.25 per hour on January 1, 2025.

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Section 2. **Temporary Assignments**

It is agreed by the Union and the Committee that any custodian temporarily replacing the Head Custodian for more than three (3) consecutive working days will be paid at his step of the Head Custodian's salary scale.

It is also agreed by the Union and the Committee that any custodian temporarily replacing the Night Supervisor for more than three (3) consecutive working days will be paid at his step of the Night Supervisor's salary scale.

It is agreed by the Union and the Committee that any "substitute custodian" shall be paid at the current substitute custodial hourly rate of pay for the first ninety (90) days of a long-term assignment. Once a substitute custodian has worked ninety-one (91) or more days continuously, starting at any time in the calendar year, for the same absent custodian, the pay rate will increase to the Step I rate he/she would be paid if he/she were a permanent night custodian. It is also agreed that this is a non-bargaining unit and non-benefit eligible position.

Section 3. **Clothing Allowance**

- A. In FY23, Custodians will receive a clothing allowance of \$800 and may be reimbursed to up to one hundred dollars (\$100) for clothing purchased beyond the initial \$800.
- B. Starting in Fiscal Year 2024 and in subsequent years, WPS shall budget \$900 per employee during each fiscal year of this contract for the purpose of providing and maintaining work-related clothing. Employees shall purchase work clothing and provide a receipt to the Director of Facilities for reimbursement.
- C. In collaboration with the Director of Finance, the Director of Facilities will establish a list of approved vendors who have our tax exempt information on file to eliminate taxes on the purchase. In the event an employee makes a clothing purchase that includes sales tax, the district will not reimburse the sales tax amount.

Section 4. **Longevity**

The entire amount of longevity pay due to an employee shall be paid in a lump sum in the first pay period of June as outlined in Appendix D.

Section 5. **Retirement**

In recognition of the dedicated service to the children of Westford, any custodian who has been employed by the Committee for ten (10) years and has attained the age of fifty-five (55) years may obtain a lump sum payment upon retirement by notifying the Committee in writing six (6) months prior to the date on which he/she plans to retire or his/her intention to retire. The lump sum payment will be calculated by multiplying his/her daily rate of pay by one-third (1/3) of the employee's total accumulated sick leave and paid out upon retirement. An employee who meets the aforementioned criteria who notifies the Committee in writing between two (2) and five (5) months prior to the date on which they plan to retire will receive a lump sum payment calculated by multiplying their daily rate of pay by one-fifth (1/5) of the employee's total

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accumulated sick leave and paid out upon retirement.

Section 6. Perfect Attendance

Employees who have perfect attendance will receive a stipend. If the employee has perfect attendance during the time period from July 1 through December 31 the employee will be eligible to receive a stipend of \$200 to be included in the next regularly scheduled payroll following the recognition of the perfect attendance. If the employee has perfect attendance during the time period from January 1 through June 30, the employee will be eligible to receive a stipend of \$200 to be included in the next regularly scheduled payroll following the recognition of the perfect attendance.

For the purposes of this article, perfect attendance is defined as no use of sick days in the above defined time periods.

Section 7. Additional Stipends

- A. The Maintenance Foreman will receive a flat differential in accordance with the duties set forth in the job description. The flat differential shall not be cumulative from year to year and is as follows:
- FY23: \$10,000, paid in partial increments two times per year
 - Beginning in FY24: Paid as an hourly differential at the rate of \$5.00 per hour for normal hours worked including accrued hours for up to 40 hours per week. This differential is not cumulative. The overtime rate is based on the regular hourly rate and does not include this additional \$5.00.
 - Beginning in FY25: Paid as an hourly differential at the rate of \$5.25 per hour for normal hours worked including accrued hours for up to 40 hours per week. This stipend will carry over into successor agreements unless a change is negotiated.

This differential is not cumulative. The overtime rate is based on the regular hourly rate and does not include this additional differential.

- B. The Head Custodian at the Abbot School will receive a \$1000 stipend per year for responsibilities at the Millennium Building, which include, snow removal, grass cutting, receiving deliveries and providing custodial and supervisory coverage, as needed.
- C. The Night Supervisor at the Abbot School will receive a \$700 stipend per year for responsibilities at the Millennium Building, which include snow removal, grass cutting and closing the Millennium Building each night.

Section 8. Classes and License Reimbursement

A continuous full-time employee having completed their three (3) month probationary period, shall be eligible to receive reimbursement for the cost of all licenses and other certificates and renewals required for their position. All courses and materials required to maintain a license as required for an employee's position shall be reimbursed. Reasonable time off shall be granted for attendance at licensed courses if they are held during normal work hours.

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ARTICLE XII OVERTIME

Section 1. The normal work week will be forty (40) hours. Employees will be paid overtime at time and one-half (1 ½) their regular rate of pay for any time worked in excess of forty (40) hours per week or eight (8) hours per day. Compensated time off shall not be given in lieu of overtime worked. Custodians shall not accept payments from outside organizations that use school facilities.

Section 2. For the purpose of computing overtime, the holidays shall be regarded as hours worked. Double time shall be paid for all work performed on Sundays and the holidays and/or additional days enumerated in Attachment B (Holidays).

Section 3. It is recognized that the assignment of overtime work is the function of the employer in keeping with its responsibility for meeting its obligations to the citizens of the community. Subject to the requirements of the Westford Public Schools, overtime work will be assigned on an equitable basis. If volunteers for overtime work are not available, the employer reserves the right to assign employees to such work. The Head Custodian of each building shall be responsible for equitably assigning overtime as the Superintendent or his /her designee deems needed. Overtime opportunities shall be offered to all full-time bargaining unit members before being offered to substitutes or contracted employees for all events and activities for which a fee is received for use of the facility.

Section 4. An employee reporting to work as a result of a call-back shall not receive less than three (3) hours pay at time and one-half (1 ½) of his/her regular hourly rate of pay so long as the call-back is not the result of the employee's own negligence or inadvertence.

For the purpose of this section a "call-back" shall mean any time an employee is called to report to work after he has left his usual and customary work site at the conclusion of his regularly scheduled work day, and prior to the start time of his next regularly scheduled shift. Hours worked continuously after the conclusion of the regularly scheduled shift, but prior to the employee leaving, shall be considered continuous work paid in accordance with Article XI Section 1, and not subject to the 3-hour minimums contained in this section.

Section 5. The Head Custodian, or a qualified custodian chosen by the Head Custodian, may be required to perform a building check on Saturdays, Sundays and holidays and shall receive one hour's pay at time and one-half (1 ½) for each such check at all schools for Saturdays and double time for Sundays and holidays.

One hour's pay at time and one half will be received for building checks at the Abbot, Crisafulli, Day, Miller, Nabnasset and Robinson Schools.

Two hours pay at time and one half for Saturdays and double time for Sundays and holidays will be received for a building check at the Blanchard Middle and Stony Brook School.

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Two hours pay at time and one half for Saturdays and double time for Sundays and holidays will be received for a building check at Westford Academy during the dates of December 1 through April 14 each year. Three total hours of pay at time and one half for Saturdays and double time for Sundays and holidays will be received for a building check at Westford Academy during the dates of April 15 through December 1 each year.

Any building checks may be scheduled on a school-by-school and/or week-by-week basis. The person conducting the building check is responsible for the building or buildings and may be called back without compensation under Section 4, if the check is not properly performed.

Section 6. The Union shall be allowed access to the records of overtime worked for the purpose of evaluating whether the overtime has been assigned on an equitable basis.

Section 7. The School Committee will be responsible for paying custodians for all authorized overtime. The School Committee will, to the extent that it is practical, state the dollar amount of overtime on the pay stub.

Section 8. For the purposes of this section, the "consecutive extended overtime period" will commence as requested by the Superintendent of Schools or his/her designee. The term consecutive extended overtime period will apply for the purposes of snow and ice removal and/or periods of emergency and other unforeseen circumstances.

If the consecutive extended overtime period commences during a regularly scheduled shift, the remainder of the regularly scheduled shift hours will be paid at straight time. At the end of the regularly scheduled shift, and if the consecutive extended overtime period continues, the rate of pay shall be at one and one-half ($1 \frac{1}{2}$) times the regular rate of pay until the hours of continuous time worked has reached twelve (12) hours.

Within the guidelines of this section, hours worked in excess of the twelve (12) continuous hours will be paid at the rate of double time.

If at any time, the consecutive extended overtime period overlaps into the next regularly scheduled shift, the rate of pay will revert to straight pay throughout the regularly scheduled shift.

Section 9. In the event a Maintenance Employee is called in prior to their shift for the purpose of snow removal, and the snow removal operations continue into their regularly scheduled shift, the employee shall continue to receive the overtime rate for time spent plowing snow.

Section 10. Overtime work that is not related to inclement weather shall be voluntary and there shall be no discrimination or discipline against employees who decline overtime work.

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ARTICLE XIII EVALUATION

- Section 1. Custodians will be evaluated by the Building Principals with input from their respective Head Custodians. The Head Custodians will be evaluated by their Principal with input from the Custodial Supervisor. Maintenance personnel will be evaluated by the Director of Facilities.
- Section 2. Movement to a higher numbered step is not automatic, and an employee whose performance is below average may be held on a step.
- Section 3. The placement of an employee on Step 4 is within the sole discretion of the Superintendent or his/her designee. In order to be eligible for consideration for movement to that Step, an employee must have been on Step 3 for at least 12 months and his/her performance must be evaluated as at least "very good" (18-20 points).
- Section 4. The placement of an employee on Steps 5 and 6 is within the sole discretion of the Superintendent or his designee. In order to be eligible for consideration for movement to those Steps, an employee must have been on Step 4 or 5 (whichever applies) for at least 12 months and his/her performance must be evaluated as at least "superior" (21-24 points).
- Section 5. If the decision is made to place an employee on Step 4, 5, or 6, such placement will become effective on July 1. Such placement will be effective for 12 months and may be continued from year to year thereafter in the sole discretion of the Superintendent or his/her designee, provided, however, that an employee who is not continued on Step 6 will not be reduced below Step 5 for the next 12 months and an employee who is not continued on Step 5 will not be reduced below Step 4. An employee who is not continued on Step 4 will not be reduced below Step 3. Decisions of the Superintendent or his/her designee denying movement to and discontinuation of placement of Step 4, Step 5, and/or Step 6 may be grieved under Article IV, (Grievance). However, such decisions of the Superintendent or his/her designee are final and binding and may not be arbitrated.

ARTICLE XIV HOLIDAYS

Holiday Schedule Attachment B

- Section 1. All regular full-time and regular part-time employees shall receive time off with pay on a pro-rated basis for the holidays and/or additional days listed in Attachment B.
- Section 2. Holiday pay may be denied an employee who, without an excuse satisfactory to the Superintendent of Schools or his/her designee does not work his/her scheduled shift on his/her regularly scheduled working days before, and after, the holiday. A bona fide sickness shall be considered to be a satisfactory excuse.

Section 3. Should any of the holidays fall on a Saturday and the schools are scheduled to be closed the immediately preceding Friday, that holiday shall be celebrated on that Friday. When the schools are scheduled to be open on the Friday immediately preceding the Saturday holiday, the holiday shall be celebrated on the Saturday and the employee will receive the holiday pay in his/her next check.

Holidays falling on a Sunday will be celebrated on the following Monday if schools are scheduled to be closed. If schools are scheduled to be open, the holiday will be celebrated on Sunday and the employee will receive holiday pay in his/her next check.

When payment is made in lieu of celebration of the Saturday holiday on Friday or the Sunday holiday on Monday, the holiday is not treated as time worked for overtime purposes.

Section 4. Should any of the holidays fall during a period when an employee is on vacation, the employee will receive the holiday pay in his/her next check, and may take the make-up vacation day at another time, or receive a regular day's pay in lieu of that vacation day, upon written request. Should any of the holidays fall during a period covered by such leave, the employee will receive the holiday pay in his/her next check.

Section 5. One of the holidays may be used as a floating holiday in accordance with past practice, and must be agreed to by vote of the majority of members covered by this contract.

ARTICLE XV VACATIONS

Vacation Schedule Attachment C

Section 1. All vacations, including those described in Article XIII, Section 4 shall be granted by the Superintendent of Schools or his/her designee at such times as in its opinion will cause the least interference with the performance of the regular work of the Westford Public Schools, but taking into account, as far as possible, the preference, according to seniority, or the individual employee within the school or maintenance area in which he/she is employed.

No person may take more than two weeks vacation during the summer work period, unless by special written permission by the Superintendent or their designee.

Additional time due over two weeks will be taken during the school year upon approval of the immediate building Principal, or their designee, and the Superintendent of Schools or his/her designee. Vacations must be taken in the fiscal year. A maximum of five (5) unused vacation days may be carried over from one contract year to the next provided that the total number of vacation days does not exceed the number of days allotted annually plus five.

Members may take up to two weeks vacation in a 30-day calendar period. If an employee wishes to take more than (5) five consecutive days, they must receive written permission from the Principal and/or the Director of Facilities or their designee.

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Summer is defined as the first day after the students have left for summer recess through one-week prior to school resuming.

Section 2. Upon termination of employment, an employee will receive a pro-rated payment for all vacation earned by him/her on the date of termination. Such pro-ratio will be calculated from July 1st to the employee's date of termination.

If termination is caused by death, such payment shall be made as provided by will or by law. Upon providing the Superintendent of Schools or his/her designee with the required notification of retirement, an employee will be paid a prorated amount for vacation earned during the year of retirement up to the employee's retirement date. Such pro-ratio will be calculated from July 1st to the employee's retirement date.

ARTICLE XVI REDUCTION IN FORCE

Section 1. In the event management becomes aware of an impending reduction in the force, it will notify the Union in writing thirty (30) working days prior to the layoff. Within ten (10) calendar days of management's notice to the union of an impending layoff, management will meet with the Union to discuss the impact of the layoff on the affected employee(s).

For the purpose of this Article, seniority shall be considered as the length of an employee's continuous service in the Westford Public Schools. Continuous service means the most recent period of unbroken service in the Westford Public Schools, provided that leaves not initiated by the employee, such as forced military service or lay-off because of lack of work, shall not be considered a break in continuous service for the purpose of establishing a seniority rating.

The first three (3) months of employment shall be considered a probationary period during which the employee serves at the sole discretion of the Superintendent or his/her designee.

Section 2. An employee shall lose his/her seniority for the following reasons:

- 1) He/she quits School Department employment.
- 2) He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
- 3) He/she is absent for two consecutive working days without notifying the Employer. Exceptions may be made only with the consent of the Employer. After such absence, the Employer will send written notification by Certified Return Receipt Requested Mail to the employee at his/her last known address that he/she has lost his seniority, and that his/her employment has been terminated. If the disposition made of a complaint or a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.

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- 4) If he/she does not return to work within fourteen (14) days when recalled from layoff as set forth in the recall procedure. Exceptions shall be made only with the consent of the Employer.
- 5) Failure or inability to return from sick leave and leave of absence will be treated the same as (3) above.
- 6) He/she retires.

Section 3. In the event it becomes necessary to lay off employees, the principle of seniority shall control. The least senior employee in the job classification affected by the layoff shall be the first laid off. Such employee due to be laid off shall have the right to bump other employees having less seniority in lower job classifications. Laid off employees shall have recall rights for eighteen (18) months from the date of layoff. The employer shall notify the employee at least fourteen (14) days prior to the effective date of layoff.

Employees on layoff will be offered the opportunity to perform substitute work on an as needed basis. Those employees will be paid at a rate of pay equal to the first step of the Custodian rate without benefits.

Employees will also be offered temporary summer work, if available, for which they will be paid their regular rate of pay without benefits. Substitute and temporary work will not affect the existence or duration of the employee's right of recall to permanent vacancies.

Section 4. When a position covered by this Contract becomes vacant, or a new position is created, such position shall be posted on the Custodial Bulletin Board in each school for a period of five (5) working days. Employees wishing to be considered for such positions shall so notify the Superintendent of Schools within the five (5) day posting period.

The selection of an employee to fill the position shall be based on qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. In cases where no promotion is involved, the Superintendent or his/her designee shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably. In cases where a promotion is involved, the Superintendent of Schools shall be the sole judge of qualifications with reference to the grievance, but not the arbitration procedure.

ARTICLE XVII MISCELLANEOUS PROVISIONS

Section 1. No custodian shall be required to perform traffic duty prior to the opening and closing of school.

Section 2. No custodian shall be required to perform personal courier service at any time during the school day.

Section 3. In the larger schools where two or more custodians are employed on a night shift, there shall be a Night Supervisor. He/she will be held responsible for cleaning the school at night and will, along with his/her normal duties, assign the personnel for any special projects that might arise. He/she shall be responsible for securing the school at night unless that responsibility

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is otherwise assigned. He/she will see that all requests made by the Principal are carried out as soon as possible. In the event that the Head Custodian is absent, the Head Custodian will assign his/her replacement, with the approval of the Superintendent of Schools or his/her designee. The Superintendent's decision will prevail.

- Section 4. Students and other non-bargaining unit employees will not perform bargaining unit work if employees covered by the Agreement are on layoff and have recall rights. Unless the employees on layoff have been offered the work and have turned it down.
- Section 5. Upon termination of employment, all school department property shall be returned before the last check owed to the employee has to be paid.
- Section 6. A written list of Chapter Officers and other representatives shall be furnished to the Superintendent of Schools or his/her designee immediately after their designation and the Union shall notify the Superintendent of Schools or his/her designee of any changes.
- Section 7. The Plant Operations Manager will oversee the development of work schedules with the Head Custodian and Building Principal, oversee the procurement and scheduling of substitutes and oversee the ordering of supplies. The Building Principal will be responsible for custodial evaluation and performance matters.
- Section 8. For any bargaining unit position posted, bargaining unit members with a satisfactory evaluation who apply for the position will be guaranteed an opportunity to interview for the position.

ARTICLE XVIII SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any other tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained shall not be affected thereby.

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ARTICLE XIX DURATION

This Contract shall remain in full force and effect until June 30, 2025 and from year to year thereafter unless either party notified the other party prior to October 15, 2024, or any October 15 thereafter, of its desire to terminate or modify this Contract. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for desired changes.

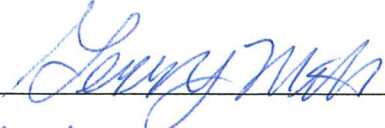
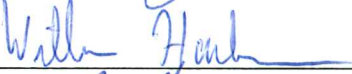



This CONTRACT is entered into this _____ day of _____, 2023 between the School Committee of the Town of Westford, (herein sometimes referred to as the "Committee") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL CIO, COUNCIL 93, LOCAL 1703, WESTFORD SCHOOL CUSTODIANS (herein sometimes referred to as the "Union").

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees and the Union acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized the day and year first above written.

For the School Committee:



For the Union:

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ATTACHMENT: A **WAGE TABLES**

\$.75 per hour will be added to a custodian's hourly rate upon receipt of a valid trade license, and only if the work associated with the license is performed on a regular basis.

| FY23 | | | | | | | |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|
| ELEMENTARY SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.05 | 19.79 | 21.50 | 22.19 | 22.83 | 23.13 | 23.43 |
| Split Shift Custodian | 19.66 | 20.42 | 22.14 | 22.62 | 23.31 | 23.60 | 23.90 |
| Night Custodian | 20.26 | 21.03 | 22.78 | 23.10 | 23.76 | 24.07 | 24.37 |
| Night Supervisor | 20.85 | 22.79 | 23.58 | 24.27 | 25.02 | 25.33 | 25.63 |
| Head Custodian | 21.37 | 24.03 | 24.24 | 24.93 | 25.63 | 25.94 | 26.22 |
| MIDDLE SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.05 | 19.79 | 21.50 | 22.19 | 22.83 | 23.13 | 23.43 |
| Split Shift Custodian | 19.66 | 20.42 | 22.14 | 22.62 | 23.31 | 23.60 | 23.90 |
| Night Custodian | 20.26 | 21.03 | 22.78 | 23.10 | 23.76 | 24.07 | 24.37 |
| Night Supervisor | 21.84 | 22.79 | 24.63 | 24.98 | 25.66 | 25.97 | 26.27 |
| Head Custodian | 23.00 | 24.03 | 26.07 | 26.49 | 27.19 | 27.48 | 27.77 |
| WESTFORD ACADEMY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.05 | 19.79 | 21.50 | 22.19 | 22.83 | 23.13 | 23.43 |
| Split Shift Custodian | 19.66 | 20.42 | 22.14 | 22.62 | 23.31 | 23.60 | 23.90 |
| Night Custodian | 20.26 | 21.03 | 22.78 | 23.10 | 23.76 | 24.07 | 24.37 |
| Night Supervisor | 23.49 | 24.44 | 26.21 | 26.45 | 27.26 | 27.58 | 27.88 |
| Head Custodian | 24.96 | 26.01 | 27.66 | 28.43 | 29.12 | 29.46 | 29.74 |
| SYSTEM-WIDE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Maintenance | 24.16 | 25.16 | 26.64 | 27.68 | 28.10 | 28.40 | 28.70 |
| Licensed/Maintenance | 28.19 | 29.12 | 30.68 | 31.32 | 32.04 | 32.36 | 32.66 |

\$0.75 per hour will be added to a custodian's hourly rate upon receipt of a valid trade license, and only if the work associated with the license is performed on a regular basis.

| FY24 | | | | | | | |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|
| ELEMENTARY SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.43 | 20.18 | 21.93 | 22.63 | 23.28 | 23.60 | 23.90 |
| Split Shift Custodian | 20.05 | 20.83 | 22.59 | 23.08 | 23.77 | 24.07 | 24.38 |
| Night Custodian | 20.66 | 21.45 | 23.23 | 23.57 | 24.23 | 24.55 | 24.86 |
| Night Supervisor | 21.27 | 23.24 | 24.05 | 24.75 | 25.52 | 25.83 | 26.15 |
| Head Custodian | 21.80 | 24.51 | 24.72 | 25.43 | 26.15 | 26.46 | 26.75 |
| MIDDLE SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.43 | 20.18 | 21.93 | 22.63 | 23.28 | 23.60 | 23.90 |
| Split Shift Custodian | 20.05 | 20.83 | 22.59 | 23.08 | 23.77 | 24.07 | 24.38 |
| Night Custodian | 20.66 | 21.45 | 23.23 | 23.57 | 24.23 | 24.55 | 24.86 |
| Night Supervisor | 22.27 | 23.24 | 25.13 | 25.48 | 26.18 | 26.49 | 26.79 |
| Head Custodian | 23.46 | 24.51 | 26.59 | 27.02 | 27.74 | 28.03 | 28.33 |
| WESTFORD ACADEMY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.43 | 20.18 | 21.93 | 22.63 | 23.28 | 23.60 | 23.90 |
| Split Shift Custodian | 20.05 | 20.83 | 22.59 | 23.08 | 23.77 | 24.07 | 24.38 |
| Night Custodian | 20.66 | 21.45 | 23.23 | 23.57 | 24.23 | 24.55 | 24.86 |
| Night Supervisor | 23.96 | 24.93 | 26.74 | 26.98 | 27.81 | 28.13 | 28.43 |
| Head Custodian | 25.46 | 26.53 | 28.22 | 29.00 | 29.70 | 30.05 | 30.34 |
| SYSTEM-WIDE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Maintenance | 24.76 | 25.79 | 27.31 | 28.37 | 28.80 | 29.11 | 29.42 |
| Licensed/Maintenance | 28.89 | 29.85 | 31.45 | 32.11 | 32.84 | 33.17 | 33.47 |

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\$0.75 per hour will be added to a custodian's hourly rate upon receipt of a valid trade license, and only if the work associated with the license is performed on a regular basis.

| FY25 (July 1–Dec 31) | | | | | | | |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|
| ELEMENTARY SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.92 | 20.69 | 22.48 | 23.19 | 23.87 | 24.19 | 24.50 |
| Split Shift Custodian | 20.55 | 21.35 | 23.15 | 23.65 | 24.37 | 24.68 | 24.99 |
| Night Custodian | 21.18 | 21.99 | 23.81 | 24.15 | 24.84 | 25.17 | 25.48 |
| Night Supervisor | 21.80 | 23.82 | 24.66 | 25.37 | 26.16 | 26.48 | 26.80 |
| Head Custodian | 22.34 | 25.12 | 25.34 | 26.06 | 26.80 | 27.12 | 27.42 |
| MIDDLE SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.92 | 20.69 | 22.48 | 23.19 | 23.87 | 24.19 | 24.50 |
| Split Shift Custodian | 20.55 | 21.35 | 23.15 | 23.65 | 24.37 | 24.68 | 24.99 |
| Night Custodian | 21.18 | 21.99 | 23.81 | 24.15 | 24.84 | 25.17 | 25.48 |
| Night Supervisor | 22.83 | 23.82 | 25.75 | 26.12 | 26.83 | 27.15 | 27.46 |
| Head Custodian | 24.05 | 25.12 | 27.26 | 27.69 | 28.43 | 28.73 | 29.04 |
| WESTFORD ACADEMY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.92 | 20.69 | 22.48 | 23.19 | 23.87 | 24.19 | 24.50 |
| Split Shift Custodian | 20.55 | 21.35 | 23.15 | 23.65 | 24.37 | 24.68 | 24.99 |
| Night Custodian | 21.18 | 21.99 | 23.81 | 24.15 | 24.84 | 25.17 | 25.48 |
| Night Supervisor | 24.56 | 25.55 | 27.41 | 27.65 | 28.51 | 28.84 | 29.14 |
| Head Custodian | 26.10 | 27.19 | 28.92 | 29.72 | 30.45 | 30.80 | 31.10 |
| SYSTEM-WIDE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Maintenance | 26.76 | 27.82 | 29.37 | 30.47 | 30.91 | 31.24 | 31.55 |
| Licensed/Maintenance | 31.01 | 31.99 | 33.64 | 34.32 | 35.08 | 35.41 | 35.73 |

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\$0.75 per hour will be added to a custodian's hourly rate upon receipt of a valid trade license, and only if the work associated with the license is performed on a regular basis.

| FY25 (Jan 1 - June 30) | | | | | | | |
|------------------------|--------|--------|--------|--------|--------|--------|--------|
| ELEMENTARY SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.92 | 20.69 | 22.48 | 23.19 | 23.87 | 24.19 | 24.50 |
| Split Shift Custodian | 20.55 | 21.35 | 23.15 | 23.65 | 24.37 | 24.68 | 24.99 |
| Night Custodian | 21.18 | 21.99 | 23.81 | 24.15 | 24.84 | 25.17 | 25.48 |
| Night Supervisor | 21.80 | 23.82 | 24.66 | 25.37 | 26.16 | 26.48 | 26.80 |
| Head Custodian | 22.34 | 25.12 | 25.34 | 26.06 | 26.80 | 27.12 | 27.42 |
| MIDDLE SCHOOLS | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.92 | 20.69 | 22.48 | 23.19 | 23.87 | 24.19 | 24.50 |
| Split Shift Custodian | 20.55 | 21.35 | 23.15 | 23.65 | 24.37 | 24.68 | 24.99 |
| Night Custodian | 21.18 | 21.99 | 23.81 | 24.15 | 24.84 | 25.17 | 25.48 |
| Night Supervisor | 22.83 | 23.82 | 25.75 | 26.12 | 26.83 | 27.15 | 27.46 |
| Head Custodian | 24.05 | 25.12 | 27.26 | 27.69 | 28.43 | 28.73 | 29.04 |
| WESTFORD ACADEMY | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Day Custodian | 19.92 | 20.69 | 22.48 | 23.19 | 23.87 | 24.19 | 24.50 |
| Split Shift Custodian | 20.55 | 21.35 | 23.15 | 23.65 | 24.37 | 24.68 | 24.99 |
| Night Custodian | 21.18 | 21.99 | 23.81 | 24.15 | 24.84 | 25.17 | 25.48 |
| Night Supervisor | 24.56 | 25.55 | 27.41 | 27.65 | 28.51 | 28.84 | 29.14 |
| Head Custodian | 26.10 | 27.19 | 28.92 | 29.72 | 30.45 | 30.80 | 31.10 |
| SYSTEM-WIDE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| Maintenance | 28.01 | 29.07 | 30.62 | 31.72 | 32.16 | 32.49 | 32.80 |
| Licensed/Maintenance | 32.26 | 33.24 | 34.89 | 35.57 | 36.33 | 36.66 | 36.98 |

ATTACHMENT: B
HOLIDAYS

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Labor Day
Columbus Day
Veteran's Day
Good Friday*
Patriot's Day
Memorial Day
Juneteenth Day
Independence Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

*Only if established as a holiday on the School Calendar.

with
(KO)

ATTACHMENT: C
VACATION SCHEDULE

Section 1. The following annual vacations with pay shall be granted to all full-time and regular part-time employees who have completed the following periods of continuous employment as of July 1 of the current contract year:

| | |
|------------------------------------|---------|
| After three (3) months of service | 5 Days |
| After one (1) year of service | 10 Days |
| After five (5) years of service | 15 Days |
| After ten (10) years of service | 20 Days |
| After twenty (20) years of service | 25 Days |

2-14
(KC)

ATTACHMENT: D
LONGEVITY SCHEDULE

Longevity payments in accordance with the following schedule shall be made provided that the employee has continuous years of service in the Westford School Department as of June 1 and provided the employee has not quit or become discharged prior to June 1:

- After five (5) years of completed service but < (10) years \$ 600
- After ten (10) years of completed service but < (15) years \$ 850
- After fifteen (15) years of completed service but < (20) years \$1,100
- After twenty (20) years of completed service but < (25) years \$1,600
- After twenty-five (25) years of completed service but < (30) years \$2,100
- After thirty (30) years of completed service \$2,600

Interruption of such employment due to leaves not initiated by the employee, such as forced military service or layoff because of lack of work, shall not be deemed as a break in service for purposes of calculating benefits under this paragraph.

AFSCME
STRONG

AFSCME Council 93

■ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

Membership

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Contribution Form

Become a PEOPLE MVP for \$8.35/ month \$100 annual!

**AFSCME
PEOPLE**

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period
D \$5 D \$10 ☐ \$15
☐ Other \$_____ each pp

Circle jacket size.
S M L XL 2XL Other

Box 65334, Washington, D.C.: 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or

PLEASE PRINT LEGIBLY.

Last Name First Name M.I.
Street Address Apt. No.
City State ZIP Code
SSN (last four digits) Employee ID # Occupation

☐ JACKET RECEIVED

less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature

Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

Application

☐ New Member

PLEASE PRINT LEGIBLY

☐ Re-commit

Local Number Employer
Last Name First Name M.I.
Street Address Apt. No.
City State ZIP Code
SSN (last four digits) Employee ID # Job Title
Cell Phone Personal E-mail Address
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.
Signature Date

Local Number Employer
Cell Phone Home Phone
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.
Personal E-mail Address