

**THIS AGREEMENT IS MADE
AND
ENTERED INTO ON THE
Twenty Second day of March 2023**

BETWEEN

THE AUBURN SCHOOL COMMITTEE

AND

**THE AUBURN SCHOOL CUSTODIANS
REPRESENTED BY
TEAMSTERS UNION LOCAL 170**

JULY 1, 2023 – JUNE 30, 2026

INDEX

	PREAMBLE	1
ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	MANAGEMENT RIGHTS	2
ARTICLE 3	WAGES AND HOURS	2
ARTICLE 4	UNIFORMS	4
ARTICLE 5	ASSIGNMENT AND TRANSFER.....	4
ARTICLE 6	VACANCIES	5
ARTICLE 7	USE OF SCHOOL FACILITIES	6
ARTICLE 8	EVALUATION.....	6
ARTICLE 9	LEAVES OF ABSENCE	8
ARTICLE 10	SICK LEAVE BANK.....	11
ARTICLE 11	ACCIDENT BENEFITS.....	14
ARTICLE 12	HOLIDAYS AND VACATIONS.....	15
ARTICLE 13	EXTENDED RETIREMENT BENEFITS	17
ARTICLE 14	GRIEVANCE PROCEDURE	19
ARTICLE 15	NO STRIKE CLAUSE.....	21
ARTICLE 16	SAVINGS CLAUSE.....	22
ARTICLE 17	STABILITY OF AGREEMENT	22
ARTICLE 18	REDUCTION IN FORCE	22
ARTICLE 19	DUES CHECK-OFF	24
ARTICLE 20	EMPLOYEE TRAINING	24
ARTICLE 21	PROFESSIONAL IMPROVEMENT.....	24
ARTICLE 22	AGENCY FEE.....	25
ARTICLE 23	NEGOTIATION PROCEDURE.....	25
ARTICLE 24	UNION STEWARD	26
ARTICLE 25	DURATION	26
ARTICLE 26	HEALTH INSURANCE	27
ARTICLE 27	DIRECT DEPOSIT.....	27
ARTICLE 28	OTHER POST EMPLOYMENT BENEFITS	27
	SIGNATURES.....	27
	APPENDIX A SALARY SCHEDULE.....	28
	APPENDIX B LONGEVITY.....	29

PREAMBLE

Recognizing that our prime purpose is to provide custodial services of the highest possible quality in support of the educational program for the children of Auburn and that good morale within the custodial staff of Auburn is essential to the achievement of the program, we, the parties to this Agreement, declare that:

- A. Under the laws of the Commonwealth of Massachusetts, the Auburn School Committee, as elected by the citizens of Auburn, has final responsibility for establishing the educational policies of the public schools of Auburn and in all matters not expressly noted in this contract.
- B. The Superintendent of Schools of Auburn (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.
- C. The Auburn School Custodians, represented by Teamsters Union Local 170, have the responsibility for providing the supporting custodial services in the public schools of Auburn which will result in a full instructional program of the highest possible quality.
- D. To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE 1 RECOGNITION

The Auburn School Committee (hereinafter referred to as the Committee) recognized for purposes of collective bargaining with the Auburn School Custodians represented by the Teamsters Union Local 170 (hereinafter referred to as the Union) as their exclusive representative.

- 1. The bargaining unit shall include all full-time and regular part-time custodians employed for twenty (20) hours or more per week on a regularly scheduled basis by the Auburn School Committee in the Auburn School System, but excluding all Managerial and Confidential employees, maintenance workers, summer help, and all other employees.

ARTICLE 2
MANAGEMENT RIGHTS

It is recognized that the Auburn School Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Auburn Public Schools in all its aspects, including, but not limited to the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the School Committee of Auburn; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed; to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work; to select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the School Committee, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any permanent employee for just cause; to promote, transfer and lay off employees; to prepare and submit budgets to the School Committee and allocate monies appropriated by the School Committee for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall seem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

ARTICLE 3
WAGES AND HOURS

A. **Work Day and Work Year**

1. The work year shall begin on July 1st and shall extend for a total of fifty-two (52) weeks, ending on June 30th.
2. The regular hours of employment shall be forty (40) hours per week, and shall be the same for all full-time employees.

3. The workweek shall be five (5) consecutive working days and shall include a duty-free period of thirty minutes. Lunch will be in-house. The custodian will not leave the building. He/She must punch out for any reason with prior approval of the principal.
4. An adjustment in the starting time and/or closing time of the workday may be made by the Principal in the best interests of the school program with the approval of the Superintendent or his/her designee.
5. Shift schedules will be set forth in Schedule A.
6. All employees shall receive one (1) fifteen (15) minute break approximately midway in their first four (4) hours and another fifteen (15) minute break approximately midway in their second four (4) hours.

B. Wages

1. Wages shall be paid as noted in Appendix A.
2. An employee shall be considered a probationary employee for the first twelve (12) months worked.
3. Overtime rate at time and one-half will be paid for the following:
 - a. All time worked in excess of eight (8) hours in one (1) day.
 - b. All time worked in excess of forty (40) hours in one (1) week for which overtime has not already been earned.
4. Overtime assignments including any building checks required by Principals/Superintendent/Facilities Director and use of facilities groups will be offered on a rotating basis to custodians within the school according to the employees' present on that day of offering. Such a list will be kept by the Principal of each building and shared regularly with the Director of Facilities.
5. Emergency call-ins shall receive no less than three (3) hours pay at time and one-half (1 ½), one (1) hour of which shall be allowed for travel to and from school.
6. Overtime for special events will be paid to custodians within thirty (30) days of the event.

All benefits are as of July 1st.

ARTICLE 4
UNIFORMS

Custodians will wear uniforms during the one hundred eighty-five (185) day school calendar. The District will provide shirts and two (2) sweatshirts annually. These must be visible and not worn under other clothing. The employee will be responsible for the cleaning of both the shirts and the sweatshirts.

An account will be established at Masterman's and/or Grainger's (to be determined by management) and custodians will be allotted \$225 in year one of this contract, \$250 in year two of this contract and \$275 in year three of this contract to purchase, based on need, shoes/boots, rain gear, winter jacket and/or gloves. The Director of Facilities will select options from which custodians can choose to ensure that items are OSHA approved.

ARTICLE 5
ASSIGNMENT AND TRANSFER

Assignments will be made at the sole discretion of the Superintendent. The Committee and the Union recognize that some transfer of personnel from one position to another is unavoidable but often necessary in the best interest of the educational program.

1. Except in emergencies, custodians will be notified in writing as to any changes in their assignments at least fifteen (15) calendar days in advance of the effective date of transfer.
2. Voluntary changes in assignment will be contingent upon the best interest of the entire school system. The following criteria will be given careful consideration:
 - a). The areas of competence of the candidate in relation to the vacant position.
 - b). The length of service of the applicant.

3. When a member of the custodial staff is required by the nature of his assignment to travel from one school to another during the school day, they will receive mileage allowance at the normal rate for all inter-school driving. The approved mileage reimbursement form must be completed for reimbursement purposes and record-keeping.
4. In the event of an involuntary change of assignment, the effected custodian will be notified at least fifteen (15) calendar days in advance of the effective date of the transfer and be given the opportunity to meet with the Superintendent to discuss any concerns regarding the assignment change. The employee may not grieve the decision of the Superintendent.

ARTICLE 6
VACANCIES

1. Whenever any vacancy in any position, a new position or an existing position occurs, the position vacancy will be publicized by means of a notice placed on the bulletin board in every school, with a copy emailed to each custodian as well.
2. The Custodians will have 5 calendar days to apply for any posted internal position. The District may also post the job externally 2 calendar days after the internal posting is released. Internal candidates will be granted an interview for any position they apply for if they meet the posted qualifications. The position will not be filled until after the five calendar day application window for internal candidates closes.
3. The Committee may leave a position vacant but is required to give notice of any position it does not intend to fill.
4. On filling vacancies, careful consideration will be given to qualified custodians already employed by the School District. The School District will consider the seniority, training, skills, qualifications and experiences of each applicant. Appointments will be made based upon seniority in the Auburn School System provided, however, where a junior custodian is demonstrably superior in performance and/or qualifications to a senior custodian, the junior custodian may be promoted. A custodian who applies unsuccessfully for a vacancy and has more seniority in the bargaining unit than the person who is appointed may grieve the appointment decision to the

Superintendent of Schools. The appointment decision and the Superintendent's decision on the grievance are not subject to arbitration.

ARTICLE 7
USE OF SCHOOL FACILITIES

The Union will have the right to use a school building without cost for Union business. The Union must complete and have approved a Use of Facilities Request form prior to any such meeting. Other current policies and procedures as established by the Committee for the use of school facilities shall be observed.

ARTICLE 8
EVALUATION

The Committee and the Union agree that the evaluation of performance is essential to the continuing improvement of individual members of the Union.

1. Custodians will have the right to review the contents of their personnel file. Requests should be made in writing and will be scheduled within 48 business hours of such requests. If more than one request for a copy of a personnel file is received in one calendar year, the employee will be charged for the second and subsequent copies using the IRS approved rate.
2. The Head Custodian at each school has the responsibility to oversee the quality and workmanship of the custodian(s) assigned to that building. The Head Custodian should provide guidance and convey to the custodians at their school when issues arise making clear the corrective actions that need to be taken. Such guidance should initially be verbal from the Head Custodian to the custodian. If improvements are not made, the issue will be put in writing by the Head Custodian and given to the Director of Facilities and building administrator to address. Written evaluative reports will be prepared jointly by the building administrator and Director of Facilities. Input from the Head Custodian will be sought and may be included.
3. Each custodian will be given a copy of the written evaluative reports prepared by their immediate supervisor and will have the right to submit a written response to any material placed in their folder. A copy of such response shall be reviewed by the Superintendent of

- Schools. Any custodian who is dissatisfied with a written evaluation report shall be entitled to meet with the Superintendent of Schools relative to their concerns.
4. Any formal or written complaint made by any parent, student, principal, or other person will promptly be brought to the attention of the custodian involved.
 5. If any employee is unable to fill a temporary job in a satisfactory manner, as determined by the Superintendent, they may be removed within ninety (90) days.
 6. All disciplinary action must be for good cause, and shall be applied in a just manner, except that termination during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.
 7. Any disciplinary action that results in a written letter of correction or written reprimand that will be placed in a custodian's personnel file will include a(cc) reference to the Union lead negotiator and Teamster Representative.
 8. **FORFEITURE OF SENIORITY:** A custodian will forfeit their right to seniority if any one of the following conditions exists:
 - a) The custodian quits or resigns his/her position;
 - b) The custodian is discharged, is terminated from their employment or if they retire from their position;
 - c) The custodian is absent from their position for three (3) consecutive work days without notifying the employer of such absence, or without adequate reason if the custodian does notify their employer;
 - d) The custodian fails to report for work at the expiration of a leave of absence granted by the employer for any purpose;
 - e) The custodian has been absent from work for any reason other than medical as defined under the FMLA for a consecutive period of twelve (12) months.
 9. The School Department shall supply the union with a seniority list every quarter sent by email to the Business Agent and Union Steward Custodian.

ARTICLE 9
LEAVES OF ABSENCE

The Committee recognizes that there may arise from time to time situations beyond the control of the employee, which require his/her presence during the work period. The temporary leave of absence with pay provides the remedy for such difficult situations.

MISUSE OF ANY TEMPORARY LEAVE OF ABSENCE

Any misuse of any temporary leave of absence specified in this Agreement will be considered a major breach of ethics and will be treated as such by the Committee. The Committee will consider any such misuse as fraud and will take the appropriate disciplinary action which shall not be subject to the grievance procedure.

SICK LEAVE

To be entitled to sick leave, a custodian must give such notification, and comply with such other reasonable conditions, as may be required by the Superintendent.

1. The granting of sick leave shall be subject to the following provisions:
 - A. At any point in time a request for sick leave may be investigated by the Principal or Superintendent/designee. A doctor's report may be required and approval is discretionary.
 - B. A custodian will be required to provide a doctor's note when out for three (3) consecutive sick days. Without said doctor's note, the custodian will not be allowed to resume their work schedule.
 - C. Sick leave shall not be granted if the disability is due to overindulgence in alcohol or narcotics.
 - D. A regular full-time custodian may be granted sick leave with pay according to the following:
 - 1 day accumulated per month
 - Sick leave credit will begin the first working day of the month in which the person is employed
 - After 3 years of employment, the custodian will accumulate 1.25 days per month(15 total per year)
 - E. No sick leave is accumulated for any period of absence in excess of thirty (30) days.
 - F. Sick leave allowance shall be accumulative to one hundred fifty two (152) days. All days taken will be deducted. Once an employee has

reached 152 days the Town shall take two (2) days from each employee and deposit them into the sick leave bank once a year.

- G. Compensation for a sick day will be at the regular rate of pay for the scheduled number of hours.
- H. Sick leave may not be used to extend a vacation or holiday period.
- I. Sick leave credit will not be granted in any case where a custodian fails to give notice to their Principal before the start of the school day that he will be unavailable by reason of sickness. This requirement will not apply in any case where the custodian is prevented by illness or accident from giving such notice.

2. **Family Medical**

A custodian may be granted up to three (3) days absence per work year from sick leave to care for a custodian's immediate family member who is seriously ill or injured. An immediate family member is defined as a spouse, parent, child, step-child, or person living in the household. A seriously ill or injured person is defined as "any person under the care of a doctor who has been confined to a home or hospital with a serious medical condition." Additional rights to leave for family medical reasons are covered in the District's FMLA policy.

3. In the case of absence due to a work related injury for which worker's compensation is awarded, the Employer may agree at the request of the employee to make up the difference between regular wages and the amount received from workers' compensation to the extent the employee has sick leave available. The amount of such difference shall be charged to sick leave. Notification of the amount of accumulated sick leave shall be given at the beginning of the work year (July 1 or shortly after).

PERSONAL LEAVE

All members of the bargaining unit shall be entitled to three (3) personal days with pay in accordance with the following:

- 1. Reasons for personal leave shall be:
 - a) Religious reason;
 - b) Personal business;
 - c) Household/family reason;
 - d) Medical reason.

2. The administration shall be entitled to determine approval/disapproval of each request based on contractual provisions. This shall include questions below:
 - a) Could the person, event, appointment of the personal day be scheduled during non-school time?
 - b) Is the custodial staff member to receive non-school compensation during personal day time?
 - c) Is the personal day an extension of a holiday/vacation purposes?
3. The parties agree that personal days are intended for events which cannot be taken care of during non-work time and are not intended to be used to extend a vacation or holiday period. However, this does not preclude use of personal days in accordance with 1 a-d above.

BEREAVEMENT LEAVE

1. In the event of a death in the immediate family of a custodian, they shall be granted leave with pay in the amount of five (5) working days and such leave shall not be charged to sick leave or vacation leave. Immediate Family: Spouse, child, step-child, father, mother, sister, brother, grandmother, grandfather, custodian's grandchildren.
2. The Custodian shall be granted leave with pay in the amount of three (3) working days and such leave shall not be charged to sick leave or vacation leave for mother-in-law, father-in-law, brother-in-law and sister-in-law
3. The Custodian shall be granted leave with pay in the amount of two (2) working days and such leave shall not be charged to sick leave or vacation leave for a relative living in the custodian's household.
4. The Custodian shall be granted leave with pay in the amount of one (1) working day and such leave shall not be charged to sick leave or vacation leave for aunt, uncle, cousin, niece or nephew.

JURY DUTY

1. A custodian will be granted a temporary leave of absence for jury service. The School Committee will pay the custodian's full salary for the first three (3) days of jury service. If a custodian is required to serve more than three (3) days of jury service, the School Committee

will make up the difference between jury pay, excluding travel allowance, and the custodian's regular salary.

2. The custodian upon receipt of notice will immediately inform his/her principal of his/her call to jury duty along with the completion of a leave request form.
3. A *Juror Service Certificate* must be presented to the superintendent upon receipt for verification of wages earned.

PARENTAL LEAVE

A full-time or part-time employee who has completed the probationary period will be granted an eight (8) week parental leave without pay providing said request is submitted two months in advance of the anticipated date of departure and included notice of the employee's intention to return. At the expiration of the parental leave, the employee will be restored to their previous position or similar position, except as otherwise provided by Chapter 149, Section 105D of the Massachusetts General Laws. If an employee has accrued sick leave or vacation credits at the commencement of their parental leave, they may use the leave credits for which they are eligible under sick leave and vacation.

THE FAMILY AND MEDICAL LEAVE ACT

Parties acknowledge the Family and Medical Leave Act and the District's policy relating thereto.

MILITARY LEAVE

A custodian will be entitled to Military Leave in accordance with state and federal law.

ARTICLE 10 **SICK LEAVE BANK**

The SICK LEAVE BANK is a mutual concern of the Auburn School Committee and the Auburn School Custodians represented by the Teamsters Union Local 170, and shall be maintained to relieve the financial burdens of extended illness for members who have exhausted their accumulated and annual sick leave days. Except as noted in this article, the administration of the Sick Leave Bank shall be a function of the Sick Bank Committee.

A. Membership

1. Membership in the Sick Leave Bank shall be mandatory, and each member shall make an initial contribution of two (2) days.
2. When the number of unused days in the bank reaches a critical level, the Sick Bank Committee may require an additional contribution from participating members who wish to continue their membership. Members shall not be assessed more than four (4) days in any work year.
3. Days placed in the Bank and unused at the end of the year shall remain in the Bank and shall accumulate from year to year.
4. The enrollment period shall be limited to the first ten (10) days of the work year. The Sick Bank Committee may grant an exception to those persons who begin work after the September enrollment period. Such personnel must request membership within ten (10) days of their employment.

B. Sick Bank Committee

1. A three (3) member committee shall administer the Sick Leave Bank. The Committee shall consist of the following:
 - a. The Steward of the Union or his/her designee;
 - b. A representative designated by the Administrative Group;
 - c. A third member, elected by the above, but not a member of the Union or the Administrative Group.
2. The Superintendent or their designee shall preside at the meetings of the Sick Bank Committee but shall have no vote.
3. All applications for participation and benefits must be made on a form approved by the Sick Bank Committee (copy attached to this contract)
4. Decisions of the Sick Bank Committee shall not be subject to the Grievance Procedure.

C. Entitlement

Sick days are considered days for which the individual would have been compensated if the custodian had not exhausted their sick leave.

1. All members have an initial entitlement of fifteen (15) days plus the two (2) days donated to the bank for a total of seventeen (17) days.
2. Entitlement shall accumulate at the rate of four (4) days per year.
3. Maximum entitlement shall not exceed ninety (90) days.
4. At no time shall Sick Leave Bank entitlement and any other benefits noted in this Agreement exceed the existing base salary rate of the custodian.
5. In no case shall the Sick Bank Committee award more than fifteen (15) workdays to any applicant at any one time.

D. Benefits

Benefits of the Sick Bank are extended to any actively participating member who has fulfilled the requirements for eligibility and whose sick leave loan application has been approved by a majority of the Sick Bank Committee.

1. To be eligible for Sick Leave Bank benefits, the applicant must be incapacitated for fifteen (15) consecutive workdays and have used all his/her own accrued sick leave.
2. Application for Sick Bank benefits may be made not more than fifteen (15) workdays in advance of the anticipated termination date of earned sick leave.
3. Participating members must make written application to the Sick Bank Committee requesting Sick Bank benefits, using the prescribed forms. This must be accompanied by a medical statement by the attending physician, stating the exact nature of the incapacitation and the projected time of recovery beyond the member's own accrued sick leave. This Sick Bank Committee may request a review by the school physician.

4. There will be a waiting period of three (3) working days between the end of the applicant's current allowance of sick days and the beginning of withdrawal of Sick Bank days.
5. If a member is incapacitated for at least fifteen (15) days in any one (1) year and there is an additional incapacitation which appears to be a recurrence or an immediate result of the same illness or accident, then the fifteen (15) day eligibility requirement and the three (3) day waiting period could be waived at the discretion of the Sick Bank Committee upon verification by the attending physician.
6. Should an individual use their maximum allowance, return to duty, re-enroll as a member, and find it necessary to apply again for benefits, he/she will be eligible for those (benefits) of a newly elected custodian in the Auburn Public Schools.

ARTICLE 11
ACCIDENT BENEFITS

The School Committee will maintain a health insurance plan in the same manner as with all School Committee employees.

- A. Whenever a custodian is absent from school as a result of personal injury caused by an assault arising out of and in the course of their employment, they shall be paid their full salary up to one (1) calendar year less the amount of any Worker's Compensation award made for temporary disability due to said injury. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.
- B. In the case of absence as a result of personal injury resulting from an accident arising out of or in the course of their employment, they shall be allowed full pay minus whatever Worker's Compensation payments they may receive for the first thirty (30) calendar days, which shall not be deducted from their accumulated sick leave allowance. If an employee is absent for this cause beyond thirty (30) calendar days, they will continue to receive regular school pay minus Worker's Compensation payments to the limit of accumulated sick leave allowance. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.

- C. An employee who is on Workers Compensation (or Injured on Duty) status for a period of more than three (3) consecutive months will not be entitled to earn vacation or sick leave for the period of time that the employee is on Workers Compensation (or Injured on Duty) status after three months.

ARTICLE 12
HOLIDAYS AND VACATIONS

1. Providing that the employee has worked the working day before and the working day after, the following fifteen and one-half (15.5*) holidays shall be observed as days off with full pay or as stipulated below:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Patriot's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day After Christmas
Friday before Labor Day	A half day at full pay for the
Labor Day	day before Thanksgiving
Juneteenth*	

*Juneteenth (is not celebrated as a work holiday if it occurs on a Saturday.) If the Custodian is regularly scheduled to work on Saturdays, the Custodian will take the Juneteenth holiday on the next scheduled non-weekend workday.

* All custodians shall be allowed to work first shift on the day before Christmas if they choose, with the work day ending no later than 2:00 p.m.

** All custodians shall work first shift on New Year's Eve with the work day ending by no later than 4:00 p.m.

2. If a custodian is required to work on a paid holiday, they shall receive in addition to their base holiday pay an amount equal to one and one-half (1 ½) times their base rate for all hours worked, but in no case shall it be less than three (3) hours at the above rate.

3. A half (1/2) day at full pay for the day before Thanksgiving
 - a) If the day preceding the holiday is part of the student school day calendar, the half (1/2) day shall end one (1) hour after the dismissal time for the students for the day shift, and a similar reduction in hours will be made for the second (2nd) shift.
 - b) If the day preceding the holiday is not part of the student school day calendar, the half (1/2) day shall be a four (4) hour day.
4. If the holiday falls on a Saturday and there is school on that Friday, the holiday will be observed the following week.
5. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.
6. Holiday pay shall be a straight time rate.
7. If a holiday occurs within a custodian's vacation period, he/she shall not be charged for a vacation day.
8. Only custodians on active payroll status are eligible for the benefits under this Section e.g. workmen's compensation, leaves of absence.
9. All holidays referred to in this article shall be observed hereunder on the day established of its observance under Massachusetts Law as well as any other holiday that shall be established by law.

VACATION

- a) The vacation year shall be the period from July 1st through June 30th. A custodian having worked less than one (1) year shall receive one (1) day per month with a maximum of five (5) days.

After one (1) full year of service	ten (10) days
After five (5) full years of service	fifteen (15) days
After ten (10) full years of service	twenty (20) days
After twenty (20) full years of service	twenty-five (25) days

- b) Earned vacation days beyond fifteen (15) days must be taken within the school day calendar. Requests for a specific day or days are

subject to approval by the Superintendent of Schools or the Director of Facilities.

- c) A custodian may request to carry over five (5) days or less of vacation leave from the previous year. This is subject to Superintendent's approval.
- d) All requests for vacation days and personal days shall be approved by the Principal and Director of Facilities, with all such requests being made at least 48 hours in advance, this to ensure that appropriate coverage can be scheduled. The chief determining factor in making those approval decisions will be based on the best interest of the school system.
- e) Vacation entitlements will be forwarded to all custodians on or by April 1 of each year. Employees must submit their vacation requests on or by May 31 of each year. In the event that the number of people who have requested to take off a particular vacation period exceeds the number of people who may be granted said date(s), vacation dates will be granted based on seniority.
- f) At schools which have only two (2) custodians regularly assigned to that school, including but not necessarily limited to the elementary school, only one (1) custodian from that school may be on vacation at a time, unless the Principal, in his or her sole discretion, decides to allow more than one (1) person to be on vacation at the same time. At the school(s) where this applies, vacation requests will be granted in accordance with the procedure set forth in "(e)" above on who submitted his/her request in writing to that school's principal first

ARTICLE 13
EXTENDED RETIREMENT BENEFITS

- A. Credit days only apply to custodians employed in the Auburn Public Schools as of June 30, 2014. All custodians are eligible for sick day buy back.
- B. It is acknowledged that eligible Auburn School Custodians are members of the Worcester County Retirement System and so as long as they are employed by the Committee, the Committee will not interfere with said membership.

- C. For every day of attendance in excess of 170 days in each year of service to the Auburn School System, a credit of one-fifteenth (1/15th) of one percent (1%) of the final year's salary shall be granted as a salary adjustment for the final year of service before retirement from the Auburn School System.
1. A declaration of intent to retire on forms approved by the School Committee shall be submitted by August 1st of the year prior to the school year of retirement. An exception to this requirement may be made by the Superintendent.
 2. The school day calendar shall be used to determine the number of days in each year of service. Days off for conferences, visiting days, or other days allowed by the Superintendent or authorized by the School Committee shall be considered as days of school.
 3. Sick leave, personal days, and any unauthorized absences are not considered days of service.
 4. An adjustment of credit days will be made by the School Committee for earned days during the retirement year of service.
 5. All employees who qualify for this benefit will receive a statement annually with all credit days accrued.
- D. Custodians who are employed by the Auburn Public Schools will be offered a Retirement Option Plan beginning on September 1, 1986.
1. Custodians who intend to retire shall submit notice of their intention in writing to the School Committee not later than August 1 of the year prior to retirement. Exceptions to this notice date may be made at the discretion of the Superintendent of Schools.
 2. A custodian who has reached age fifty-five (55) as of the effective date of retirement will be entitled to be paid twenty-five (\$25.00) dollars per day for seventy-five percent (75%) of his or her unused sick days in the 2019-2020 school year and beyond. This includes any identified custodian who was allowed to reach/accrue one hundred fifty (150) sick days according to the stipulations of the contract.

ARTICLE 14
GRIEVANCE PROCEDURE

A. Introduction

1. It shall be the firm policy of the Committee to assure every person an opportunity to have the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his/her employment status.
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 salary or working conditions of persons provided for in this Agreement.
3. Nothing herein contained will be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

B. Definition

A grievance is defined as a complaint by the Union or by the Employer alleging a violation of a specific provision of this contract.

C. Waiver

Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article, provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

D. Stages

Step 1

The matter will then be reduced to writing by the grievant showing which Article, Section or Sub-Section of this Agreement has been violated, with a brief description of the nature of the grievance, and a copy given to the Business Agent with a copy to the Building Principal and the Superintendent.

The grievance will be written on Union stationery and filed with the Building Principal and/or Superintendent within seven (7) working days of the occurrence of the grievance or when the grievant should have reasonably acquired knowledge of the incident giving rise to the grievance.

Step 2

Upon receipt of the written grievance, the Principal and/or the Superintendent and the Union representative will arrange a mutually satisfactory time and place to meet and attempt to resolve the dispute within a limit of seven (7) working days from the time of receipt of the copy of said grievance. A written decision will be rendered within five (5) working days of the date of the meeting.

Step 3

If the dispute is not resolved at Step 2, the issue in question may be submitted in writing within ten (10) working days from the date of the Step 2 meeting. Upon receipt of the written request, the School Committee will arrange for a mutually satisfactory time and place to meet and hear the grievance within a limit of twenty (20) working days from the time of receipt of the written request for a meeting. A written decision will be rendered within ten (10) working days of the date of the meeting. In cases where the School Committee determines that a grievance is not within its jurisdiction under the Education Reform Act of 1993 it shall notify the Union and thereafter the Union may proceed to Step 4.

Step 4

If the dispute is not resolved at the aforesaid meeting, the issue in question may be submitted to arbitration forthwith by either party as herein provided no later than ten (10) days from the date of the receipt of the decision. The Employer and the Union shall endeavor to select a mutually satisfactory arbitrator. If agreement upon an arbitrator cannot be reached, then the party desiring arbitration may request the American Arbitration Association (AAA) to submit a panel of arbitrators and an arbitrator will then be selected

in accordance with the usual rules and practices of the American Arbitration Association. Cost of arbitration shall be borne equally by the parties involved. The arbitrator shall have no authority to add to, subtract from, or otherwise change, delete or modify any provisions of this Agreement. If the Superintendent is away on vacation, sick leave, training, etc., the time for giving response will be extended by such period of absence.

- E. An employee who has been ordered to perform a certain task which he/she believes violates a provision of this Agreement shall not refuse to perform the task, but shall perform the same and then submit his/her protest as a grievance (provided it is not a safety issue).
- F. In a retroactive dispute, no settlement or adjustment by the neither School Committee nor arbitrator's award shall be retroactive beyond the occurrence of the events giving rise to the grievance, if the grievance was filed in accordance with the time requirements specified above.
- G. Failure on the part of either party to answer a grievance at any step shall not be deemed acquiescence thereto, and the aggrieved party must proceed to the next step in order to preserve the grievance.
- H. The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:
 - a. The arbitrator shall make no award for grievances initiated prior to the effective date of this Article.
 - b. The arbitrator shall only interpret such items and determine such issues as may be submitted to him by written agreement of the parties.
 - c. Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator, upon mutual agreement.

ARTICLE 15
NO-STRIKE CLAUSE

The Union agrees that it will not engage in a strike or induce, encourage or condone any strike, work stoppage, slowdown or withholding of services in the Auburn School System.

1. The Union agrees as a matter of contract that there will be no strikes, stoppages of work, sit downs, slow downs, or withholding of services.
2. The School Committee agrees not to conduct a lockout during the life of this Agreement.
3. Should there be a violation of this Article, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before work has been resumed, unless by mutual consent.

ARTICLE 16
SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties shall at that time enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 17
STABILITY OF AGREEMENT

The failure of the School Committee or the Union to insist in any one (1) or more incidents upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver by the Committee or the Union of any such term or condition, and the obligation of the Committee and the Union to such future performance shall continue in full force and effect.

ARTICLE 18
REDUCTION IN FORCE

Lay-Off Procedures is the process by which one (1) or more custodians are laid off. The Auburn School Committee and Auburn Custodians represented by the Teamsters Union Local 170 agree that the primary consideration in lay-off shall be a balance between the maintenance of sound supportive services which are consistent with the functions and responsibilities of the School Committee and the retention of members of the custodial staff based on seniority. These procedures

do not change or modify conditions already noted in the current ASC/Union Agreement.

INTRODUCTION

- A. In the event it becomes necessary for the School Committee to reduce the number of custodians through lay-off, initial reductions shall be accomplished through normal attrition. The order of lay-off shall be as follows:
1. Probationary Employees
 2. Permanent Employees
- B. Any reduction in force shall be in the order of least seniority in the Auburn School System, provided, however that a junior custodian may be retained where such custodian is superior in performance and/or qualifications to a senior custodian. Performance and qualification will be determined by annual evaluation and content of personnel file equally. If both are equal in qualification, seniority shall prevail.

SENIORITY

Seniority shall be determined by a member's length of continuous, uninterrupted service, computed from the first date of full-time employment as a permanent employee. Probationary time shall be included.

1. Develop two (2) seniority listings. One for full-time and one for part-time staff.
2. Except for military leave, a member on a leave of absence shall be considered as an active member for purpose of lay-off.
3. Only those leaves of absence granted for less than one (1) year and military leaves shall be credited toward seniority.
4. All other authorized leaves shall not interrupt service but shall not be credited toward seniority.
5. When it becomes necessary to reduce the number of members by lay-off, such reduction shall be accomplished in the order of least seniority in the Auburn School System, provided, however, that a junior custodian may be retained where such custodian is superior in performance and/or qualifications to a senior custodian. Performance and qualification will be determined by annual evaluation and content of personnel file equally. If both are equal in qualification, seniority shall prevail.

6. Should seniority as defined in this section be equal, a determination of which member shall fill a position shall be made by lottery.

RECALL

Full-time custodians who are laid off may be considered for re-employment for a period of two (2) years following the date of separation as such openings arise. All part-time custodial personnel shall be considered for re-employment for a period of one (1) year.

1. Custodians shall be given the opportunity to fill any open positions subject to classification requirements as previously noted.
2. It shall be the responsibility of the custodians who are laid off to notify the School Department of their current address and their desire to be recalled if openings arise.
3. A seniority list by categories shall be mailed to the Auburn School Custodians represented by the Teamsters Union Local 170 annually.

ARTICLE 19
DUES CHECK-OFF

The Committee agrees to deduct the union dues monthly, and initiation fees bi-weekly in fifty (\$50.00) dollar increments from the pay of union members who sign authorization cards so providing until fully paid. Said deductions will be forwarded to the Union Secretary-Treasurer or his/her designee along with a list of the employees.

The Union agrees to indemnify and hold the Committee and the School Committee harmless in connection with application of this Article.

ARTICLE 20
EMPLOYEE TRAINING

Managers and supervisors may perform such custodial work as the managers/supervisors deem warranted to properly instruct and/or demonstrate work methods, techniques, and objectives.

ARTICLE 21
PROFESSIONAL IMPROVEMENT

The District will establish a fund, not to exceed \$1,500 annually for the group, to reimburse custodians for the completion of approved coursework/classes that are designed to enhance their skills and effectiveness as members of the APS Custodial Team. Such courses will be determined by the Director of Facilities and will be optional and may include Night Life offerings by Bay Path and/or Worcester Vocational or other such opportunities. Upon the successful completion of the pre-approved course, the custodian will be reimbursed for the registration fee.

ARTICLE 22
AGENCY FEE

A. The Committee shall require as a condition of employment during the life of this collective bargaining agreement that a bargaining unit employee who chooses not to be a member of the Union make payment of a service fee to the Union in an amount as allowed by law, commencing on or after the thirtieth (30th) day following the beginning of his or her employment or the effective date of this Agreement, whichever is later. Such agency service fee shall be paid in accordance with provisions of Chapter 150E, Section 12 of the Massachusetts General Laws.

B. The Union agrees to indemnify and save the Employer harmless against all claims, suits or other forms of liability arising out of the deduction of such service fee from an employee's pay or out of the application of this Article.

ARTICLE 23
NEGOTIATION PROCEDURE

Not later than November 15th of the calendar year preceding the year in which the current in-force Agreement expires, the Committee agrees to enter into negotiations with the Union with regard to a successor agreement. During negotiations, the Committee and the Union will exchange pertinent information and arrange mutually satisfactory procedures. Such negotiations shall be conducted in a good-faith effort to reach agreement concerning wages, hours, and other conditions of employment.

1. Any future agreements reached with the Committee will be reduced to writing, will be signed by the Committee and the Union, and will become an addendum to this Agreement.

2. This Agreement shall constitute Committee policy during the effective term of said Agreement and the Committee will carry out the commitments contained herein by giving them the same full force and effect as other Committee policy.
3. During the effective time span of this Agreement, any and all articles may be opened for negotiations by mutual consent.
4. The Committee and the Union agree to enter into negotiations relative to any and all changes pertaining to salary not later than November 15th of the calendar year preceding the calendar year in which the negotiated salary payments are to become effective.
5. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 24
UNION STEWARD

The identification of the Union Steward and other representatives will be furnished to the Employer immediately after their designation and the Union will notify the Employer of any changes.

The Union Steward will be allowed a reasonable amount of time to conduct Union affairs and investigate, process and settle membership grievances. It is understood that the investigation and settlement of grievances shall not interfere with the educational process. Requests for time shall be made to the building principal. Such time will not interfere with the normal operations of the schools.

ARTICLE 25
DURATION

This Agreement will take effect on **July 1, 2023** and remain in full force and effect until **June 30, 2026**.

This Agreement has been executed by duly authorized representatives of the Auburn School Committee and Teamsters Union Local 170.

ARTICLE 26
HEALTH INSURANCE

The custodians will be eligible for group life and health insurance provided to other employees of the Town of Auburn according to Chapter 32B of the Massachusetts General Laws. As of July 1, 2020, the health insurance contribution rate will be 75% Town, 25% Employee.

ARTICLE 27
DIRECT DEPOSIT

All employees will be compensated bi-weekly through Direct Deposit with the financial institution of their choice. Electronic receipts of such deposits will be provided to the employee; hard copies of direct deposit will not be provided.

ARTICLE 28
OTHER POST EMPLOYMENT BENEFITS (OPEB)

All new employees hired on or after July 1, 2020 will pay 2% into the Other Post-Employment Benefits (OPEB) account for ten (10) years. The 2% payment will be deducted from the employees' pay check and deposited into the Town's OPEB Trust Fund.

APPENDIX A
SALARY SCHEDULE

2% increase all steps			
2023-2024	Step 1	Step II	Step III
	\$ 22.84	\$ 24.11	\$ 25.27

2% increase Steps 1, 2,3, and Step 4 add .75 and 2%				
2024-2025	Step 1	Step II	Step III	Step IV
	\$ 23.29	\$ 24.60	\$ 25.77	\$ 26.54

2% Increase Steps 1,2,3, and Step 4 add \$ 0.26				
2025-2026	Step 1	Step II	Step III	Step IV
	\$ 23.76	\$ 25.09	\$ 26.29	\$ 27.33

A. Supervisory Rate/Differential
Second and Third Shift

Effective July 1, 2020, the second shift differential will be fifty-five cents (\$.55) and the third shift will be sixty-seven cents (\$.67). Only those custodians assigned to second or third shifts will be paid these shift differentials.

The Head Custodian will receive a 2% stipend increase each year of this three year contract.

Head custodians will be compensated for their stipend position at yearly fixed differential rate as set forth below:

2023-2026

Primary	\$1,500
Swanson Road Intermediate	\$2,234
Middle School	\$2,604
High School	\$3,666
AHS Second Shift Supervisor	\$1,500


- B. If a supervisor is out for at least fifteen (15) consecutive workdays, the Superintendent will assign the most senior person in the building to receive the supervisor's differential after the fifteen (15) consecutive workdays. Continued placement for the custodian in that position shall be based upon evaluation of the custodian's performance. If performance is not acceptable, the Superintendent shall have the ability to appoint another custodian to the position. This action shall not be subject to the grievance procedure.
- C. The conducting of the interoffice mail route – who, when, how – is the sole authority of management. The responsibility may or may not be required of a custodian. If it is required, management does not give up their authority to reassign at any point in time to a non custodial/union member without impact.
- D. It is agreed that the supervisory rate will be included when calculating an employee's overtime rate for all hours worked in excess of eight (8) hours in one (1) day or all of time worked in excess of forty (40) hours in one (1) week for which overtime has not already been earned

APPENDIX B

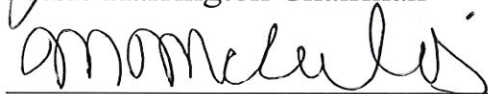
Longevity checks will be processed twice each year. Custodians with an employment start date from July-December will receive their longevity stipend by the last check in December. Custodians with an employment start date from January to June will receive their longevity stipend by the last check in June.

Longevity		
5-9 Years	\$ 250.00	per year
10-14 Years	\$ 500.00	per year
15 -19 Years	\$ 750.00	per year
20-24 Years	\$ 1,000.00	per year
25-29 Years	\$ 1,250.00	per year
30-34 Years	\$ 1,500.00	per year
35 years or more	\$ 1,750.00	per year

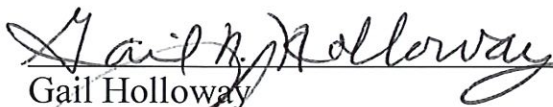
AUBURN SCHOOL COMMITTEE




 Jessie Harrington Chairman




 Meghan McCrillis, Vice Chairman



 Gail Holloway



 Brook Wrenn

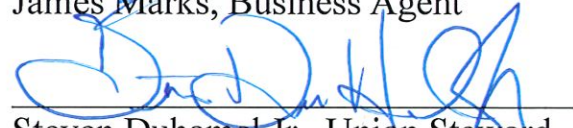


 Samantha Raphael

AUBURN SCHOOL CUSTODIANS
 REPRESENTED BY TEAMSTERS
 UNION LOCAL 170



 James Marks, Business Agent



 Steven Duhamel Jr., Union Steward

