

**AGREEMENT BETWEEN THE  
DRACUT SCHOOL COMMITTEE  
AND THE  
DRACUT PUBLIC SCHOOLS  
CUSTODIANS UNION  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 1404**

**JULY 1, 2023**

**TO**

**JUNE 30, 2026**

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## PREAMBLE

This Agreement is negotiated under the provisions of Chapter 150E of the Acts of 1973 in order to encourage and abet effective and harmonious working relationships between the Dracut School Committee and the Dracut Public Schools Custodians Union.

All reference in this contract relating to Dracut Public School Custodians Union shall mean Dracut Public Schools Custodians Union/AFSCME Local #1404 hereinafter to be referred to as the Union.

## ARTICLE 1 SCOPE

For purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiations of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Union as the exclusive bargaining agent and representative of all custodians below the rank of Supervisor of Buildings and Grounds, and also excluding Temporary Substitute Custodians.

Subject to the provisions of this contract, the Dracut School Committee, acting through its Superintendent of Schools, reserves and retains full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Dracut Public Schools and its non-professional staff under governing laws, ordinances, rules and regulations, -- Municipal, State and Federal and in accordance with the Education Reform Act of 1993.

Custodians shall be responsible for the care and upkeep of school buildings and school grounds.

Union Security: Checkoff. During the life of this agreement and in accordance with the terms of the form of authorization attached as Appendix "B", the Employer agrees to deduct, from the payroll each payroll period, Union Membership Dues levied in accordance with the Constitution of the Union from the pay of each employee who executes such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

An agency service fee, in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts General Laws, shall be in effect for this bargaining unit as of the effective date of this agreement.

The union agrees to indemnify and save the School Committee harmless against all claims, suits or other forms of liability arising out of the deductions of such agency fee from the employee's pay or out of the application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the School Committee as may be required by said School Committee under Massachusetts General Laws, Chapter 180, Section 17G.

If the School Committee intends to invoke this Section, it will give prior notice to the union that it will be seeking indemnification under this Article.

**ARTICLE II**  
**SALARIES AND WORK WEEK**

- A. The salaries and work week of all employees covered by this Agreement are set forth in Article XII and Appendix A which is attached hereto and made a part hereof.

**ARTICLE III**  
**INSURANCE BENEFITS**

- A. All custodians shall be covered by the provisions of Workmen's Compensation Insurance at all times while working for the Dracut Public Schools.

**ARTICLE IV**  
**SICK LEAVE**

- A. The sick leave provisions for all custodians will be fifteen (15) days each fiscal year with full pay; said sick leave to accrue as of July 1, of each fiscal year.
- B. There shall be an unlimited accumulation of sick leave days.
- C. Each custodian shall be notified of his sick leave accumulation on the second payday after the signing of the contract.
- D. Upon written request by a custodian with serious illness or accident who has exhausted his/her own sick leave, extensions, with or without pay, may be granted at the discretion of the Superintendent of Schools. It shall be the Superintendent's prerogative to request that a physician's written statement attesting to the medical facts resulting in the extended leave accompany the written request for leave, or be provided at any time during the extended leave. If the extended absence is also covered by Workmen's Compensation, any sick leave payments shall be permitted to the extent provided by G.L. c. 152, Section 69.
- E. Custodians out sick up to five (5) consecutive workdays shall be replaced by regular custodians through the rotation of the seniority list.

All individuals hired on and after July 1, 2002 shall be designated as "floaters".

"Floaters" may be assigned to the various buildings throughout the District as the need arises as determined by the Superintendent of Schools or his/her designee, the Supervisor of Buildings and Grounds.

- F. Union members may use up to five (5) accumulated sick leave days each year for immediate family illness at the discretion of the Superintendent or his/her designee.
- G. After the third consecutive day absent, the union member must provide a written statement attesting to the medical facts resulting in such absence.
- H. **Sick Day Incentive:**  
Commencing July 1, 2020, full-time employees will receive payment for unused sick days in a fiscal year (July 1 to June 30) as follows with payment to be made in July.  
\$500 if 0 sick days  
\$250 if 1 sick day  
\$125 if 2 sick days

**PROVISIONS FOR BUY-BACK OF UNUSED SICK-LEAVE DAYS**

- A. Upon retirement pursuant to the terms of the Middlesex County Retirement Act, or death, a full-time Custodian may convert his/her accumulated sick leave at the rate of seventy (\$70) per day into compensation effective July 1, 2020.

Any qualified Union member who desires to participate in this Retirement Program must notify the Superintendent in writing, by the January 1st prior to the fiscal year in which he intends to retire under the provisions of the aforesaid Retirement Act. If so, the individual concerned will be paid (or in the event of death, his/her Estate shall be paid) seventy (\$70) per day for each sick leave so accumulated/surrendered on an unlimited accumulation basis. Such payment in lump sum, shall be received in the next following Dracut School System payroll after the effective date of retirement.

**ARTICLE V**  
**TEMPORARY LEAVES OF ABSENCE WITH PAY**

- A. There will be an allowance of three (3) days not deductible from the above-designated quota of sick-leave days to attend the funeral of the immediate family, which includes: wife, parents, children, foster children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, and father-in-law. There shall be an allowance of one (1) to attend a funeral of a Union Members aunt, uncle, and grandparents-in-law.
- B. In accordance with the terms of this contract, an employee is entitled to three (3) personal days per contract year to be used at the employee's discretion; provided that the Superintendent shall be given adequate pre-notification (48 Hours, except in cases of emergency) of the employee's intent to utilize the aforesaid Personal Leave Day. Use of this Personal Day shall be submitted in writing on a Notification Form provided by the Superintendent for this purpose. Any Personal Day not utilized within each contract year shall be added to the individual's Sick-Leave Accumulation.

Requests for a Personal Day should be submitted in writing and signed off by the School Principal and Supervisor of Buildings and Grounds with final approval from the Superintendent of Schools.

**ARTICLE VI**  
**VACATIONS AND HOLIDAYS**

- A. All regularly employed custodians will be allowed vacations with pay as follows:
- Six (6) months or more but less than 1 year of continuous employment  
= One (1) week vacation.
  - One (1) or more years of employment but less than 5 years of continuous employment  
= Two (2) weeks vacation.
  - Five (5) or more years of employment but less than 10 years of continuous employment  
= Three (3) weeks vacation.

Ten (10) or more years of full employment but less than 15 years of continuous employment = Four (4) weeks vacation.

Eleven (11) years of continuous employment = 21 vacation days

Twelve (12) years of continuous employment = 22 vacation days

Thirteen (13) years of continuous employment = 23 vacation days

Fourteen (14) years of continuous employment = 24 vacation days

Fifteen (15) years of continuous employment = 25 vacation days

Sixteen (16) years of continuous employment = 26 vacation days

Seventeen (17) years of continuous employment = 27 vacation days

Eighteen (18) years of continuous employment = 28 vacation days

Nineteen (19) years of continuous employment = 29 vacation days

Twenty (20) or more years of full employment = Six (6) weeks vacation.

Any custodian hired after the execution of this agreement will have vacation days capped at five (5) weeks (25 days) earned after fifteen (15) years of service.

All twelve-month full time Custodians, shall be allowed to carry over one week (5 days) of unused vacation time to the following calendar year, to be used no later than December 31.

All vacation time entitlement shall be determined as of 1 July of each fiscal year. However, any new employee within the terms of this Agreement who has not worked for six (6) continuous months or more prior to the 1 July determination date, shall be entitled to paid vacation time based upon a proration of months worked in relation to the one (1) week vacation entitlement.

The vacation schedule shall be determined by the Supervisor of Buildings and Grounds, and shall be along guidelines that give first preference to requests on a Seniority Basis. Union members shall be eligible to use said earned vacation time throughout the period 1 July to 30 June, annually.

All such vacation times must be approved in advance, in writing, by both the affected Principal and the Supervisor of Buildings and Grounds.

A maximum of one week of vacation may be taken any time during the year if approved in advance by the immediate supervisor, provided that either coverage is provided by another custodian on a voluntary non-overtime basis or that no replacement is necessary. A week's vacation consists of five (5) working days.

Upon retirement or death, vacation pay will be allowed in accordance with the terms of this Article. Vacation pay will be determined in accordance with such vacation time earned and

accumulated as of the effective date of retirement or death for the year in which said retirement or death took place and shall be paid in lump sum on the next following Dracut Public School System payroll after the effective date of Retirement/Death.

All earned and accumulated time will be defined to prevail in terms of the previous 1 July through 30 June of the fiscal year in consonance with this contract.

- 6.03 **Legal Holidays:** The Legal Holidays to which full-time employees are entitled with pay are as follows:

New Year's Eve Day  
 New Year's Day  
 Martin Luther King Day  
 Washington's Birthday  
 Good Friday  
 Patriot's Day  
 Memorial Day  
 Juneteenth  
 July 4th  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 ½ Day before Thanksgiving  
 ..(but only if school is not in session that day.)  
 Thanksgiving Day  
 Day After Thanksgiving  
 Last working day before Christmas  
 ...(but only if school is not in session that day.)  
 Christmas  
 Day After Christmas (effective July 1, 2018)

In reference to the aforesaid paid holidays, any Custodian working on a Monday through Friday schedule inclusively, shall be entitled to having the next succeeding work-day as a paid-holiday in the eventuality that any one of the previously cited holidays falls on a Sunday; or having the preceding Friday as a paid holiday if any one of cited holidays happens to fall on a Saturday.

In the eventuality that the "last working day before Christmas" (but only if school is not in session that day) falls on a Saturday or a Sunday, a Custodian will be entitled to another day off (A Floater Day) to be utilized when school is not in session, which must be approved by the Supervisor of Buildings and Grounds.

A Custodian, who is absent either the day before or the day after a holiday unless the absenteeism is under Article IV, shall not be entitled to pay for the holiday.

## ARTICLE VII SENIORITY

- A. The Union agrees to periodically provide the Superintendent with an up-dated seniority list of all current union personnel, by seniority, when new members are added (See Attached Appendix C).

When any appointments to a newly opened school or any transfer from one school to another are to be affected, it will be the obligation of the Superintendent to make the new assignments on the following basis:

Preferential privilege will be granted to full-time custodians who are already employed within the Dracut Public Schools, according to the sequence of the established seniority list, to afford them a prerogative of "first choice" relative to the new custodial assignments within the Dracut Public Schools.

However, all such "bumping" into a new position and/or application for transfer shall be subject to the approval of the respective building Principal at the "receiving school". See School Committee of Lowell vs. Local 159, 42 Mass. App. Ct. 690 (1997). Should the current law on this subject change by legal decision during the term of this Agreement, the parties agree to re-open this Agreement to discuss same.

- B. Seniority and longevity shall begin on the date of initial employment. Placement on the seniority list shall be determined by lottery when two or more custodians begin their permanent employment on the same date.
- C. A position will be posted whenever a new position has been created or whenever a position formerly filled by a regular custodian is no longer being covered through the rotation of the seniority system.

In regard to the two (2) types of position, which are above defined, posting will prevail at least five (5) Working Days in advance of such vacancies being filled by the Superintendent.

- D. All promotional appointments shall be posted for at least five (5) working days in advance prior to being filled by the Superintendent. All applicants who apply for such a promotional position shall be evaluated by the Superintendent, or his/her designee, based upon the following criteria:
- 1) ...Length of Service with Dracut Public Schools;
  - 2) ...Work Standards and performance as demonstrated while they worked for the Dracut Public Schools;
  - 3) ...Working relationship with the Building Principals for which school they are assigned;
  - 4) ...Working relationship and ability to interface with the Supervisor of Buildings and Grounds;
  - 5) ...Ability of the applicant to perform the clerical and communication work associated with the Head Custodian Positions in the areas of: Time Records, Inventory Control and Incident Reports;
  - 6) ...Applicant's neatness and record for wearing his uniform in a clean and business-like manner;
  - 7) ... Applicant's ability to understand the mechanical aspect of a custodian's position as it pertains to the heating, lighting and light maintenance of a building. Also, the applicant's ability to use and maintain the equipment used on the job;
  - 8) ... The applicant's past record of initiative and positive public relations.

The least senior man at the "receiving school" shall be entitled to exercise his seniority rights (bumping) in regard to other Union Members with less seniority as defined in Article VII, Paragraph A. However, all such "bumping" into a new position and/or application for transfer shall be subject to the approval of the respective building Principal at the "receiving school". See School Committee of Lowell vs. Local 159, 42 Mass. App. Ct. 690 (1997). Should the current law on this subject change by legal decision during the term of this Agreement, the parties agree to re-open this Agreement to discuss same.

The Superintendent of Schools shall review all such promotional assignments on an annual basis.

- E. Nothing in Paragraph C shall be construed to deny a custodian on an approved leave- of-absence the right to regain his former position upon his return to work.
- F. If the custodian chooses to change his position related to other than custodian's work, he must resign and he shall lose all rights as a custodian.
- G. The principal of seniority shall be the factor used in regard to any reduction-in-force, e.g., the last person in shall be the first person out and conversely the last person out shall be the first person afforded the opportunity to be re-employed should an opening occur. A Listing of eligible personnel for re-entry shall be maintained by the Dracut Public Schools for the particular life of this contract.
- H. When one or more employees within the existing Custodial Union are laid off or otherwise terminated due to a Reduction-In- Force and it is the intention of the Dracut School Committee through its Superintendent to utilize substitute custodial employees during this period, those employees so laid off or otherwise terminated shall be given the first opportunity and option to fill said "substitute positions" on each and every occasion during the three years of this Agreement. It is understood between the parties that no full-time custodian shall be "laid-off "or reduced in force until all substitute custodial personnel have been first terminated. Said employee(s) affected by a Reduction-In-Force during this period acting as a "substitute", shall be compensated at an hourly rate of pay identical to the then existing lowest remaining member of the Custodial Union. There shall be no other benefits afforded such a "substitute employee".
- I. SENIORITY: All full-time employees who are laid off and rehired, shall have all prior time worked credited towards their longevity entitlements.

**LONGEVITY**

10 years of service .....	\$700
15 years of service .....	\$750
20 years of service .....	\$800
25 years of service .....	\$950
30 years of service .....	\$1,000

**TOTAL: NOT CUMULATIVE**

The above defined longevity increments shall be paid to eligible employees in lump sum in the first scheduled paycheck in December of each calendar year. This Longevity Schedule shall apply to all full-time Union Members with ten (10) years or more of consecutive service as of July 1, 2008.

**ARTICLE VIII**

**TRAFFIC AND SNOWSTORMS**

- A. **TRAFFIC** - The custodians shall not be responsible for traffic duty.
- B. **SNOWSTORMS** - Whenever the severity of a snowstorm warrants the procedure of utilizing additional help, the custodian of an elementary school will be given the privilege of requesting the hiring of an individual to assist him with the snow removal from all school walks and fire exits. This extra help shall be hired through the Supervisor of Buildings and Grounds.

All Custodians, within the table of organization, are required to assist with snow removal as determined by the Supervisor of Buildings and Grounds. See Job Description, Appendix F, Section 11.

Payment of this snow-shoveling service will be made on the basis of the same hourly rate that prevails for general laborers on duty at the Dracut Highway Department. Payment for such snow-shoveling services will be affected on the basis of payroll sheets that must be submitted to the Superintendent of Schools in definite detail as to times and dates, and must be countersigned by the regular custodian of the school concerned.

## ARTICLE IX GRIEVANCE PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the wages, hours and working conditions or the interpretation or application of the terms of this agreement. The Committee and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance at the procedural level involved.

A "grievance" is hereby further defined to mean a complaint by a custodian or a group of custodians that is based upon an alleged violation of, or an alleged variation from the provisions of this agreement, and an aggrieved custodian(s) is a person or group of persons making such complaint through the formally prescribed channels of this Agreement.

**LEVEL ONE:** The aggrieved custodian(s) shall present written notice, signed by him/them of the grievance to the Union's Grievance Committee. Within five (5) working days of said notification, the aggrieved custodian(s) shall meet with the Supervisor of Custodians to discuss the grievance. The Supervisor of Custodians shall respond in writing to the Union within five (5) working days thereafter.

**LEVEL TWO:** If the grievance is not resolved at Level One, it shall be presented to the Superintendent of Schools or his designee within five (5) business days of receipt of the Supervisor's answer. The grievance shall be discussed by the aggrieved custodian(s), President or Chairman of the Union's Grievance Committee and the Superintendent of Schools or his/her designee within five (5) working days of presentation. The response of the Superintendent or his/her designee is due within ten (10) working days thereafter.

**LEVEL THREE:** If the grievance remains unresolved, it shall be presented to the Union's Grievance Committee with a request that the Union present the grievance to the School Committee. If the Union votes to present the grievance, it shall be presented to the School Committee within five (5) working days of the decision at Level Two. Within fifteen (15) working days thereafter, the School Committee shall meet with the aggrieved custodian(s), the President or Chairman of the Union's Grievance Committee and one other member of said Grievance Committee to discuss the grievance. The School Committee shall respond in writing within ten (10) working days after this meeting.

**LEVEL FOUR:** If the grievance is still unresolved, either party may, within thirty (30) days after the reply of the School Committee is due, request arbitration by written notice to the other party. The arbitration proceeding shall be conducted by an arbitrator mutually selected by the parties within a reasonable period of time thereafter or through the Massachusetts Board of Conciliation and Arbitration if by agreement of the parties.

If the parties fail to agree on an arbitrator, the American Arbitration Union shall be requested to provide a panel of arbitrators. Both parties to the grievance shall have the right to strike names from the panel in rotation as directed by the American Arbitration Association.

The decision of the arbitrator, in any event, shall be final and binding on the parties. The expense of arbitration shall be borne equally by the parties. The arbitrator's decision shall be issued within thirty (30) days after the testimony concludes.

If at the end of ten (10) days following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented at Level Two of this procedure for expediting grievances, the grievance shall be deemed to have been waived and if the time sequence of this procedure is not complied with in processing the grievance by the aggrieved, the grievance is also waived.

The Dracut School Committee and the Dracut Public Schools Custodian Union shall form a Committee to review the present Grievance Procedure. This Committee will consist of two (2) Administrators and two (2) Custodians. The Committee shall be formed and hold its initial meeting prior to September 30, 2006.

The purpose of this Committee is to make a recommendation to the Dracut School Committee and the Dracut Public Schools Custodian Union concerning the implementation of each of the steps in the present Grievance Procedure.

It is expected that the parties will reach an agreement during the term of the contract.

**ARTICLE X**  
**UNIFORMS**

- A. The employer shall furnish each employee with three (3) collared shirts, three (3) pants, and two (2) t-shirts (uniforms) on an annual basis effective July 1, 2008. Additionally, the employer shall furnish each new employee with one (1) short, waist length jacket suitable for the purpose intended. Additional jackets may be provided after evidence of reasonable wear and tear at the discretion of the Supervisor of Buildings and Grounds, thereafter. Custodians must be in uniform at all times.

**SHOES**

- B. There shall be up to a two hundred (\$200) safety work shoe allowance per year effective July 1, 2011. It is the intention of the parties that each Union member shall utilize such safety equipment on a daily basis.

The school department will contract with work shoe suppliers for the purpose of purchasing work shoes without employees paying for them.

All such work uniforms and work shoes referenced herein must be worn during the entire school year. In July and August, when school is not in session, the custodians shall be allowed to substitute the uniformed t-shirt in place of the uniformed collared shirt.

Winter coats will be available for exterior work.

Snow shields will be provided on each snow blower. Staff will be encouraged not to remove this equipment.

**RESPIRATORS**

- C. The Dracut School Committee agrees to make respirators available to Union members for their general use on the basis of employee need and upon request. The individual filters on said respirators will be changed, when necessary.

**BOOTS**

- D. The Dracut School Committee agrees to purchase a total of eighteen (18) pairs of common size rubber boots to be disbursed at the various schools within the District for common use by all Union members.

**WINTER JACKETS**

- E. Winter jackets will be made available for the custodians at each school building by the district.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

- A. No payment shall be made for extra custodial services when the activity occurs during normal work hours. However, any time worked in addition to a custodian's regular shift to clean up after an outside group has used the school facilities shall be paid at the overtime rate, provided that the Supervisor of Buildings and Grounds shall certify that these extra hours were necessary. The Superintendent of Schools or his/her designee shall determine whether the outside group shall pay the custodian. It is expressly understood that the negotiated overtime rate (in accordance with Appendix A, Paragraph F) shall not apply to any work performed by the employee for an outside group up to and including the effective date of this agreement.
- B. This Agreement shall become effective July 1, 2023 and continue in effect through June 30, 2026.
- C. In the event any changes in this Agreement are mutually agreed to between the Dracut School Committee and the Dracut Custodians Union on a voluntary basis, said changes will be reduced to writing, signed by the Committee and an authorized Union representative, and become incorporated as a part of the existing contract.
- D. Any employee called back to work after leaving his place of employment and before his next regularly scheduled starting time shall be paid a minimum of four (4) hours of pay at the agreed upon overtime hourly rate. The Dracut Public School System reserves the right to ensure that any individual called back under this article shall in fact work for up to the maximum four (4) hour period.
- E. If due to declining enrollments or for financial considerations, it becomes necessary to terminate a custodial employee in the form of a Reduction-In-Force, the Dracut School Committee, its agents, servants or employees shall notify the Custodial Union President, in writing, of such a planned Reduction-In-Force as soon as practicable after the Annual Town Meeting prior to proposed Reduction and shall discuss same if so requested by the Union.
- F. **TRANSPORTATION:** The car transportation allowance shall be identical, on an annual basis, to that established by the Internal Revenue Service effective July 1, 2008. All invoices to be presented to the Superintendent of Schools on the required, standard report forms in which the miles must be itemized when car transportation has been prior directed by the Supervisor of Buildings and Grounds.
- G. **HEAD CUSTODIAN STIPEND:** The position of Head Custodian, if appointed by the Superintendent on an annual basis, payments to be made in December and June, shall be subject to the following four (4) Step Stipend Schedule:

First Step	\$1,500.00
Second Step	\$2,000.00
Third Step	\$2,250.00
Fourth Step	\$2,500.00

The above Stipend Schedule shall be effective July 1, 2008.

The Head Custodian shall receive a car transportation allowance at the rate established by the Internal Revenue Service. All invoices are to be presented on the standard report forms in which the miles must be itemized for any travel necessitated for the performance of the duties of the Head Custodian.

This section shall be subject to future discussion by both parties.

- H. **MATERNITY LEAVE:** Upon receipt of at least six (6) weeks, or whenever possible, written notice of her anticipated date of departure and intention to return, the Committee shall grant a leave of absence without pay for Maternity purposes for up to eight (8) weeks in accordance with the provisions of Massachusetts General laws, Chapter 149, Section 105D.

The Committee further recognizes and shall comply with the terms and conditions of the Federal Family and Medical leave Act of 1993, where applicable.

- I. The terms and conditions of any Collective Bargaining Agreement by and between the parties shall only apply to those full-time Union Members "in service" and on active status as of the date that any such Agreement is executed with the exception(s) of Paragraph G of Article IV, BUY-BACK OF UNUSED SICK LEAVE and Paragraphs G and H of Article VII, REDUCTION IN FORCE.
- J. **EVALUATION:** All members of the Dracut Custodians Union shall be evaluated annually in accordance with the Policy, Purpose and Procedure Evaluation Instrument attached at Appendix D and incorporated by reference hereto.
- K. **SUPERVISION:** Custodians assigned to a specific school shall come under the immediate control and authority of that respective Principal. However, the Superintendent of Schools, acting through their designee, the Supervisor of Buildings and Grounds, shall have the ultimate supervision and control of the entire custodial staff.
- L. **MISCELLANEOUS PROVISIONS:** If the Dracut School Committee agrees to pay for State mandated Criminal History Record Information (Fingerprinting) checks for other bargaining units, they agree to pay for this bargaining unit.
- M. **LEAD CUSTODIAN:** Commencing on July 1, 2018 the position of Lead Custodian in each school, if appointed by the Superintendent on an annual basis, payments to be made in December and June, shall be subject to the following stipends:

\$600 Dracut High School  
 \$600 Richardson Middle School  
 \$400 Campbell Elementary  
 \$400 Brookside Elementary  
 \$400 Englesby Elementary  
 \$300 Greenmont Avenue Elementary

**ARTICLE XII**  
**SALARIES AND WORK WEEK**

- A. The regular workweek for the employees shall consist of forty (40) hours, five eight-hour days, Monday through Friday.
- B. Employees working on a regular eight-hour workday shall be paid time-and-a-half for overtime accruing after an eight-hour day or a forty (40) hour week. Employees shall be assigned overtime at the discretion of the Supervisor of Buildings and Grounds.
- C. Nothing in the schedule of shifts will be construed as binding upon the Dracut School Committee, in the event that changes are necessitated as being in the best interests of the Dracut Schools. Any such changes shall be posted at least three (3) school days prior to implementation, and a hearing on this matter will be granted by the School Committee to the Union if a written request to this effect is presented by the Union within the aforesaid three (3) school days prior to implementation.
- D. The Day Shift and Night Shift Schedules shall consist of an eight (8) hour day. Union members shall be granted a thirty (30) minute food period during their regular eight (8) consecutive hour day, with pay, at their designated building, during that period.

The Night Shift Schedule shall ordinarily start at 2:00 p.m. daily subject to change by the Superintendent of Schools or his/her designee. During the hours school is not in session, the first shift shall ordinarily be from 7:00 a.m. to 3:00 p.m. subject to change by the Superintendent of Schools or his/her designee.

- E. The custodial staff of the Dracut Public Schools will function on a first-shift basis during all days on which the schools are not in formal session unless otherwise specified by the Supervisor of Buildings and Grounds.
- F. The work year for all Custodial personnel shall be from 1 July to the subsequent 30 June (see attached Duties, Obligations and Responsibilities attached at Appendix F).

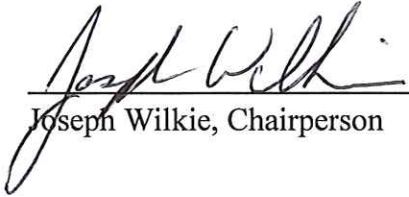
Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE TO BE EFFECTIVE ON THE FIRST DAY OF JULY 2023 by the SCHOOL COMMITTEE OF DRACUT, MASSACHUSETTS.

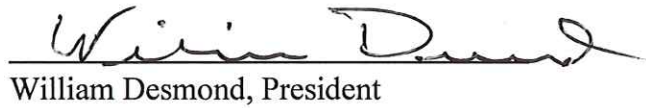
This contract will supersede any contract previously agreed to between the Dracut School Committee and the Dracut Public Schools Custodians Union/AFSCME, Local 1404.

Signed this 12<sup>th</sup> day of June 2023.

**DRACUT SCHOOL COMMITTEE**

**DRACUT PUBLIC SCHOOLS CUSTODIANS  
UNION/AFSCME, LOCAL #1404**

  
\_\_\_\_\_  
Joseph Wilkie, Chairperson

  
\_\_\_\_\_  
William Desmond, President

**APPENDIX A**  
**COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

- A. It is understood that custodians shall continue to serve under the direction of the Superintendent of Schools, and in accordance with School Committee and Administrative policies, rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- B. An employee shall be eligible for advancement to the next highest step on the salary schedule on his first annual anniversary of employment. An employee shall be eligible for advancement to each successive step on the salary schedule on the annual anniversary of employment thereafter.
- C. For purposes of salary schedule there shall be no differential between a larger or smaller school.
- D. There will be an eight and half (8.5%) percent salary increase differential on the annual salary for custodians assigned to begin work after 2:00 p.m. in any of the Dracut Public Schools; ( ... with the exception of the Central School Office Building Custodian who will receive the Night-Shift Differential of eight and half [8.5%] percent).
- E. Based upon the "Base Pay" Day Shift Salary in effect as of July 1, 2023 the Committee proposes as follows:
- F. The Dracut School Committee agrees to reopen negotiations with this union if any other union receives a greater percentage pay increase during this period.

July 1, 2023 through June 30, 2024: 4% Increase  
 July 1, 2024 through June 20, 2025: 4% Increase  
 July 1, 2025 through June 30, 2026: 4% Increase  
 Step 5 reflects a 3% difference from step 4

DAY-SHIFT

	7/1/23- 6/30/24	7/1/24- 6/30/205	7/1/25- 6/30/26
Step 1	\$39,553	\$41,135	\$42,781
Step 2	\$43,782	\$45,533	\$47,355
Step 3	\$48,027	\$49,948	\$51,946
Step 4	\$50,188	\$52,195	\$54,283
Step 5	\$51,694	\$53,761	\$55,912

NIGHT SHIFT

	7/1/23- 6/30/24	7/1/24- 6/30/205	7/1/25- 6/30/26
Step 1	\$42,915	\$44,632	\$46,417
Step 2	\$47,503	\$49,404	\$51,380
Step 3	\$52,109	\$54,193	\$56,361
Step 4	\$54,454	\$56,632	\$58,897
Step 5	\$56,088	\$58,331	\$60,664

- G. The overtime rate for custodians shall be calculated at time and on-half the custodian's hourly rate.

Overtime shall be defined as "time accrued" after an eight (8) hour workday or after a forty (40) hour workweek. Custodians shall be assigned overtime at the discretion of the Supervisor of Buildings and Grounds.

**APPENDIX "B"**

**American Federation of State, County & Municipal Employees, Council 93, AFL-CIO  
8 Beacon Street, Boston, Massachusetts 02108 . Telephone 617-367-6000  
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

BY: \_\_\_\_\_  
(Name Of Employee - Please Print)

TO: \_\_\_\_\_  
(Name Of Employer - Please Print)

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my  
(date)

earnings each \_\_\_\_\_ the amount of \$ \_\_\_\_\_. This amount  
(payroll period)

shall be paid to the treasurer of AFSCME Local Union No \_\_\_\_\_ and represents  
payment of my Union Dues. I further authorize any change in the amount to be deducted, which is  
certified by the above- named employee organization as a uniform change in its Union Dues  
structure. This authorization shall remain in effect unless terminated by me upon sixty days advance  
written notice to the Union and the Employer or upon termination of my employment.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dept/Div/Facility \_\_\_\_\_

Work Location \_\_\_\_\_

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

Social Security # \_\_\_\_\_ Job Code# \_\_\_\_\_

Unit # \_\_\_\_\_ Employee Payroll # \_\_\_\_\_

**APPENDIX "C"****SENIORITY LISTING/CUSTODIANS ASSOCIATION**

<b>Seniority</b>	<b>Name</b>	<b>Date of Hire</b>
1	Gary Wise	9/13/96
2	John Farren	8/30/99
3	William Desmond	8/20/01
4	Kris Hall	9/13/01
5	Peter Boumil	9/2/04
6	Antonio Cunha	9/7/04
7	Anthony Georgopoulos	8/15/07
8	Chad Adamczyk	9/2/08
9	Michael McGhee	1/10/11
10	Jeff Potzner	7/1/14
11	Justin Richard	7/1/17
12	Steven Champoux	1/2/18
13	Kevin Wise	10/1/18
14	Ivette Santos	10/1/18
15	Stephen LeBlanc	5/13/19
16	Richard Jezylo	1/11/21
17	James Guerriero	1/11/21
18	Scott Lafleur	3/15/21
19	Patrick Deegan	9/20/21
20	Jorge Ramos	12/13/21
21	Adam Leduc	7/5/22
22	Nicholas Kantargis	8/8/22
23	Hakeem Ruffin	12/5/22

**APPENDIX D  
DRACUT PUBLIC SCHOOLS  
CUSTODIAN EVALUATION  
POLICY, PURPOSE AND PROCEDURE**

The prime purpose of evaluation is to improve supervision and the quality of service provided to the Dracut Public Schools.

1. Therefore, all observations and evaluations of personnel and/or those holding positions covered by the Agreement will be conducted in appositve and professional manner.
2. The member will acknowledge having had the opportunity to review any such evaluation report by affixing one’s signature to the copy to be filed with the express understanding that such signature in now way indicates agreement with the contents thereof. A supervisor is required to confer with any member whose service has been rated unsatisfactory in any respect, explain the rating and plan cooperatively for improvements. Any member shall be allowed to submit a written response to said evaluation.
3. All personnel filling positions covered by the Agreement shall be evaluated in writing at least once annually.

NAME OF EMPLOYEE:

EVALUATION PERIOD:

\_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

TITLE OF PRESENT POSITION:

BUILDING(S) WORKED:

**CUSTODIAN**

\_\_\_\_\_

\_\_\_\_\_

Job Summary: The incumbent of this class performs routine building custodial, janitorial tasks. He/she maintains buildings and surrounding grounds in a clean and neat condition. Work is performed in accordance with and neat condition. Work is performed in accordance with standard procedures or prior instructions.

\_\_\_\_\_

SUPERVISION RECEIVED: The incumbent receives close guidance from a superior or work leader. Work is reviewed while in progress and upon completion for accuracy and compliance with instructions.

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SUPERVISION GIVEN: The incumbent does not give supervision to others.

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KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of methods and practices used in janitorial or custodial work.
  2. Knowledge of proper use of a variety of special cleaning and sanitizing solutions and solvents.
  3. Ability to read, sign, and follow oral and written instructions.
  4. Ability to move heavy furniture, supplies and equipment within reason
  5. Ability to use common cleaning tools and equipment.
  6. Ability to perform building custodial tasks under supervision.
  7. Ability to operate lawn care and snow removal equipment.
  8. Knowledge of basic maintenance of buildings.
- 

SUGGESTED TRAINING/EXPERIENCE: The evaluator should list below those areas in which the employee requires additional training and/or experience.

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OUTSTANDING 41 - 50	HIGHLY PROFICIENT 31 - 40	PROFICIENT 21 - 30	MARGINALLY SATISFACTORY 11 - 20	UNSATISFACTORY 0 - 10
Consistently Far exceeds Requirements On all job Elements	consistently meets and often exceeds normal requirements on all job elements	Consistently meets normal requirements on all job elements	Meets normal requirements on all critical job elements but does not always meet normal requirements on non-critical job elements	fails to meet normal requirements on one or more critical job elements

PRINCIPLE DUTIES	STANDARDS	COMMENTS
Cleans and polishes floors Located in storage rooms, corridors, Elevators, stairwells, lavatories and Other areas by sweeping, dry mopping, Scrubbing, waxing, and polishing, using A variety of hand implements and equipment, Such as: brooms, mops, vacuum cleaners, Floor buffers	Outstanding	<u>5</u>
	Highly Proficient	<u>4</u>
	Proficient	<u>3</u>
	Marginally Satisfactory	<u>2</u>
	Unsatisfactory	<u>1</u>
Keeps rest rooms clean by Sweeping, scrubbing and waxing floors; Disinfecting and deodorizing lavatories, Urinals and toilet bowls; washing sinks, Mirrors and fountains; maintaining A clean and sanitary condition	Outstanding	<u>5</u>
	High Proficient	<u>4</u>
	Proficient	<u>3</u>
	Marginally Satisfactory	<u>2</u>
	Unsatisfactory	<u>1</u>
Maintains grounds by selecting the Proper tools, implements or equipment To perform a variety of tasks, such as: Removing snow and ice	Outstanding	<u>5</u>
	High Proficient	<u>4</u>
	Proficient	<u>3</u>
	Marginally Satisfactory	<u>2</u>
	Unsatisfactory	<u>1</u>
Custodians shall perform emergency Repairs as needed	Outstanding	<u>5</u>
	High Proficient	<u>4</u>
	Proficient	<u>3</u>
	Marginally Satisfactory	<u>2</u>
	Unsatisfactory	<u>1</u>
Performs routine custodial and janitorial Tasks, such as: emptying wastebaskets, Washing windows, lifting containers and carrying them out of Building, vacuuming rugs and carpets, Stripping wax from floors, and similar Tasks	Outstanding	<u>5</u>
	High Proficient	<u>4</u>
	Proficient	<u>3</u>
	Marginally Satisfactory	<u>2</u>
	Unsatisfactory	<u>1</u>

PRINCIPLE DUTIES	STANDARDS	COMMENTS
Applies appropriate solvents and Solutions, such as: detergents, soaps, Scouring powders, waxes, polishes, Etc.	Outstanding	_____ 5
	Highly Proficient	_____ 4
	Proficient	_____ 3
	Marginally Satisfactory	_____ 2
	Unsatisfactory	_____ 1
Performs a number of routine security Functions, such as: checking to make Certain that designated offices and Buildings are secured at specific times Of the day/night	Outstanding	_____ 5
	Highly Proficient	_____ 4
	Proficient	_____ 3
	Marginally Satisfactory	_____ 2
	Unsatisfactory	_____ 1
Performs other related duties of The position as required	Outstanding	_____ 5
	Highly Proficient	_____ 4
	Proficient	_____ 3
	Marginally Satisfactory	_____ 2
	Unsatisfactory	_____ 1
ATTITUDE		
Ability to accept constructive suggestions:	Outstanding	_____ 5
	Highly Proficient	_____ 4
	Proficient	_____ 3
	Marginally Satisfactory	_____ 2
	Unsatisfactory	_____ 1
Ability to get along with others:	Outstanding	_____ 5
	Highly Proficient	_____ 4
	Proficient	_____ 3
	Marginally Satisfactory	_____ 2
	Unsatisfactory	_____ 1

Was this employee formally reviewed? Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_

\*Explain (new employee, transfer): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evaluator's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PRINCIPAL'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR OF BUILDINGS AND GROUNDS

\_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX E**  
**Dracut Public Schools**  
**Job Description**

**TITLE:** Head Custodian

**REPORTS TO:** Supervisor of Buildings and Grounds

**SUPERVISES:** Custodial Staff

**PERFORMANCE RESPONSIBILITIES:**

1. The Head Custodian works with the Supervisor of Buildings and Grounds in ordering all cleaning and custodial supplies and maintains an inventory of these supplies.
2. The Head Custodian transports custodial supplies to the other schools using his/her own transportation, and must possess a valid Massachusetts Driver's License.
3. The Head Custodian, from time to time, will fix and maintain equipment when needed.
4. The Head Custodian works with the Supervisor of Buildings and Grounds in scheduling overtime assignments.
5. The Head Custodian works with the Supervisor of Buildings and Grounds in maintaining a list of substitute custodians and assigns these custodians when absences occur.
6. The Head Custodian works closely with the Supervisor of Buildings and Grounds to accurately work out custodial staff assignments and areas.
7. The Head Custodian hand carries Use of Facility slips to other school buildings.
8. The Head Custodian is responsible for the set-up of all functions at all schools.
9. The Head Custodian works with the Supervisor of Buildings and Grounds in the scheduling of snow removal at each school.
10. The Head Custodian is on duty 24 hours a day.
11. The Head Custodian is assigned a designated cleaning area within the school building and will be responsible for maintaining this area.

**APPENDIX F**  
**Dracut Public Schools**  
**Duties, Obligations and Responsibilities**  
**School Custodians**

1. The Custodian is expected to work cooperatively and harmoniously with the Principal of the building in order that maximum efficiency will prevail.
2. The Custodian is expected to accept the responsibility for gentleman like courtesy, behavior, and language in all situations involving school children, visitors, teachers, and administrative staff.
3. The Custodian is expected to be thoroughly familiar with the proper use of custodial supplies such as synthetic detergents, soaps, scouring powders, waxes, etc., and the proper techniques in using them.
4. The Custodian is expected to have knowledge of the proper use, operations, and care of specialized electrical cleaning equipment.
5. The Custodian is expected to be punctual in arriving at school. He/she is responsible for notifying the Principal whenever he/she has to leave the building. He/she is responsible for the physical security of the building when he/she leaves at the end of the day. Security measures must be checked in reference to doors, windows, lights, lavatory areas, boiler rooms and boilers, night temperature settings, etc.
6. The Custodian is responsible for the general upkeep of clean, neat and orderly school building areas. All floors, lobby, and corridor areas must swept between the time the teacher departs from the classroom at the close of the school day and the opening of school the following day. The Custodian is responsible for the sweeping, wet mopping, dry cleaning, scrubbing, waxing, and buffing of floors as conditions warrant.
7. Washroom facilities must be kept clean, functional, and attractively presentable. Special custodian attention must be directed to the following work details in these areas:
  - a. Urinals must be thoroughly scrubbed and washed with disinfectant solution.
  - b. Water closet bowls must be thoroughly brushed and disinfected.
  - c. Floors must be mopped and rinsed regularly.
  - d. Wash sinks must be kept clean.
  - e. Mirrors must be kept clean.
  - f. Plugs and drains must be cleaned whenever necessary.
  - g. Ceilings, walls, baseboards, windows, windowsills, partitions, doors, exposed pipes, and exposed metal must be kept clean and proper.
  - h. Waste receptacles must be provided and emptied regularly.
  - i. Soap dispensers, towel dispensers, napkin dispensers, tissue paper dispensers must be filled regularly and maintained in a functional condition.

8. The Custodian will follow the accepted duty routines for the proper maintenance and upkeep of school building facilities.
  - a. Waste paper baskets and other litter receptacles will be emptied.
  - b. Ceilings and walls will be spot cleaned.
  - c. Lights must be cleaned.
  - d. Windows and windowsills must be cleaned.
  - e. Blinds must be kept attractive and functional.
  - f. Fans must be cleaned.
  - g. Woodwork must be dusted and cleaned.
  - h. Radiators and unit ventilators must be dusted and cleaned.
  - i. Closets and cabinets must be dusted and cleaned.
  - j. Furniture and shelves must be dusted and cleaned.
  - k. Metallic fixtures must be polished.
  - l. Water bubblers must be kept cleaned.
  - m. Transoms must be dusted and cleaned.
  - n. Baseboards must be dusted and cleaned.
  - o. Risers, treads, and landings of stairs and stairways must be cleaned.
  - p. Pencil sharpeners must be emptied and kept functional.
  
9. The Custodian is expected to devote his/her attention to the general, handyman category of repairs.
  - a. Installing or replacing window shades, Venetian blinds or sash cords.
  - b. Freeing jammed doors, windows and desk drawers.
  - c. Clearing stoppers and fixing leaks in sinks and lavatory structures.
  - d. Replacing washers, valves, and faucets as well as small sections of piping when defective.
  - e. Touching up of cracks in plaster or cement.
  - f. Replacement of bulbs and fuses.
  - g. Touchup painting of walls and ceilings.
  - h. Keeping all mechanical equipment in a well-oiled and clean condition.
  - i. Making minor adjustments and repairs to furniture and other building equipment.
  
10. The Custodian must be able to operate the heating system and ventilating equipment efficiently and properly so that the building is heated well and fuel is burned economically.

He/she must conform to all safety regulations governing the operation of boiler and heating systems.

All fuel deliveries must be supervised and checked by the building Custodian.

11. The Custodian is responsible for keeping the outside grounds neat, tidy, and attractive. The outside area must be policed regularly in order to keep the grounds free from discarded papers and other refuse.

The Custodian must sweep the steps and walks. Steps and walks will be washed down whenever necessary. Mats must be cleaned regularly. Entrance, walks and exterior fire exits must be shoveled free of snow and kept free of ice. Rock salt and sand will be utilized as necessary on all entrances and exits to prevent slippery conditions.

12. The Custodian will assist the Principal and safeguarding public school property. All abuses will be reported to the Principal for corrective action.
13. The Custodian will assist the Principal in supervising special activity areas such as a lunchroom and lavatory.
14. Custodians will keep neat and accurate records of supplies and material used in cleaning, up- keeping and maintenance procedures.
15. The Custodian is responsible for the proper display and storage of the flag of the United States of America.
16. Custodial storage rooms must be swept, kept clean, and maintained in proper order.
17. The Custodian must be aware of fire prevention and accident prevention procedures for public buildings.

He/she must be thoroughly familiar with the care and operation of the various kinds of hand fire extinguishers.

He/she must devote special attention to preventing the development or existence of any potential fire hazards.

He/she must be thoroughly familiar with fire drill procedures for the building.

Andrew G. Graham  
Supervisor of Buildings and Grounds

**APPENDIX G**  
**Dracut Public Schools**  
**Lead Custodian Job Description**

The Lead Custodian in a building will be responsible for:

- a. Inventory management
- b. Identification and communication of facilities issues to principal and facilities director
- c. Notify other building custodians when snow removal or other such work is required
- d. Coordinate vacation time with other custodians when school is not in session
- e. Any other duties as directed by the Superintendent or his/her designee