

AGREEMENT

BETWEEN

THE ANDOVER SCHOOL COMMITTEE

AND

**THE SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 888, SCHOOL CUSTODIANS**

EFFECTIVE

JULY 1, 2021

through

JUNE 30, 2024

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PREAMBLE

THIS AGREEMENT entered into this 3rd day of February 2022 by the School Committee of the Town of Andover (hereinafter referred to as the Committee) and the Service Employees International Union, Local 888 (hereinafter referred to as the Union).

It is the intention and purpose of the parties hereto that this Agreement provide an orderly collective bargaining relationship between the Committee and the Union; the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

It is recognized that in addition to all other functions and responsibilities, the Committee has and will retain the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and type of work to be performed; and hours of work; and to select, hire, and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety.

It will also have the right and responsibility to discharge or otherwise discipline any employees for just cause, to promote and transfer unless otherwise hereinafter provided. Employees covered by this Agreement will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in or refrain from engaging in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

ARTICLE 1
RECOGNITION

The Committee recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time Junior and Senior Custodians, excluding a Lead Custodian, all managerial, confidential and all other employees in accordance with the Massachusetts Labor Relations Commission certification in Case No. MCR-2839 issued on March 9, 1979.

ARTICLE 2
WORK SCHEDULES

Section 1. The regular workday will consist of eight (8) hours including a twenty (20) minutes paid meal break. The normal workweek will consist of five (5) consecutive days totaling forty (40) hours.

Section 2. Employees will be assigned to one of the following shifts:

Senior Custodian Shift	6:30 a.m. to 2:30 p.m.
First Shift	7:30 a.m. to 3:30 p.m. (or 7:00 a.m. to 3:00 p.m. if approved by the Assistant Superintendent of Finance and Administration)
First Shift A	10:30 a.m. to 6:30 p.m.*
Second Shift	3 p.m. to 11 p.m.
Second Shift A	2 p.m. to 10 p.m.

(*NOTE: Only some schools have custodians with a First Shift A scheduled. Should additional schools wish to implement, a request must be submitted by the Principal to the Assistant Superintendent of Finance and Administration for consideration and approval prior to custodial assignment.)

Senior custodians shall work the “Senior Custodian Shift” during the months of December, January and February and shall work the First Shift on other days when school is scheduled to be in session. When a senior custodian works the Senior Custodian Shift, a junior custodian shall work “Second Shift A”. Junior custodians on the second shift may rotate assignments between Second Shift and Second Shift A. All custodians shall work the First Shift on days when school is scheduled not to be in session; including holidays, staff development days and school vacations.

Shift assignments and starting and quitting times may be altered by the Assistant Superintendent of Finance and Administration or designee based upon the operating needs of the school system by providing thirty (30) calendar days' notice to the affected employees and, where available, to the Senior Custodian in the original building. Changes in starting and quitting times will be first assigned to employees hired after the effective date of this Agreement. When a Senior Custodian works first shift, Junior Custodian shall work second shift, unless the Assistant Superintendent of Finance and Administration or designee approves an alternate schedule.

Section 3. The meal break will be scheduled by the immediate supervisor as close to the middle of the work shift as possible and may vary for each employee depending upon work assignment.

Section 4. All employees, to the extent permitted without undue interruption of work, will be allowed a rest period not to exceed fifteen (15) minutes in length during the first half of their shift. The actual time of the rest period shall be established by the Senior Custodian and the Assistant Superintendent of Finance and Administration or designee. The established time will normally be as near to the midpoint of the first half of the employee's shift as possible.

ARTICLE 3

OVERTIME

Section 1. All hours worked outside an employee's assigned work schedule on building related issues will be compensated at overtime rates of pay based upon one and one-half (1 1/2) times the employee's regular hourly rate. Under ordinary circumstances all overtime requires the prior written approval of the Assistant Superintendent of Finance and Administration or designee. Where it is impossible to obtain the prior written approval, prior oral approval must be obtained from the Assistant Superintendent of Finance and Administration or designee followed by written approval within 24 hours of the oral approval. The Assistant Superintendent of Finance and Administration or designee may offer the employee compensatory time in lieu of payment of overtime.

Section 2. An employee called into work outside his/her assigned work schedule for building related issues will be paid a minimum of four (4) hours of overtime pay. Said four hour minimum does not apply where an employee is held over beyond his/her regular quitting time or is called in within two (2) hours of his/her regular shift starting time. In such cases, the employee will be paid overtime only for the hours worked.

Section 3. Employees called in to work on Sunday or a legal holiday outside their regular work schedule will be paid double-time rates for such work with a four (4) hour guaranteed minimum.

Section 4. Where overtime is assigned to employees covered by this Agreement, it will be rotated amongst all permanent employees within the building based on building Seniority. Refusal to work shall be counted as time worked, for the purpose of overtime rotation. The Senior Custodian shall maintain one overtime list and one emergency overtime list for custodial employees. Overtime assignments will ordinarily be based upon an employee's current building assignment. See "Custodial Overtime Log for Week Ending" at the end of Appendix A.

Section 5. Custodial overtime assignments will be made by the Assistant Superintendent of Finance and Administration or designee. To be eligible for overtime, the Custodian must have worked a full shift on that day, unless the custodian has requested and received approval for vacation on that day under Article 12, Section 3. Decisions on requests for vacation made less than five (5) days before the requested vacation day shall be based on the recommendation of the building principal after consultation with the Senior Custodian.

Section 6. Overtime other than that which is considered normal building related overtime shall be in accordance with Appendix "A", Custodial Supplemental Work.

ARTICLE 4

DUTIES

Members of the bargaining unit shall be divided into two (2) categories: Senior Custodians and Junior Custodians.

Junior Custodians will be responsible to the Senior Custodian, building Principal, and Assistant Superintendent of Finance and Administration or designee for maintaining all areas of the building in a clean, well-kept condition in accordance with current job descriptions. Such maintenance will include, but not be limited to, cleaning classrooms, corridors, and other school areas; proper placement of furniture and equipment and returning same to appropriate storage locations; maintaining building grounds; checking on the heating and ventilation system;

maintaining building security; minor repairs; preventive maintenance of equipment such as emergency generators, boilers, etc.; building safety; any such tasks consistent with custodial duties as may be reasonably assigned by the building Principal or Senior Custodian, and other related custodial work. Coordination of repair work will be in concert with the Senior Custodian.

Senior Custodians will be responsible to the building Principal and the Assistant Superintendent of Finance and Administration or designee in accordance with current job descriptions and will have supervisory responsibility over Junior Custodians on all shifts. Senior Custodians have the same general duties as Junior Custodians but have overall responsibility for work performed on all shifts and building security. All custodians will be responsive to the emergency needs of the building Principal.

ARTICLE 5

MANAGEMENT RIGHTS

Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Superintendent will continue to have the exclusive right to take any action it deems appropriate in the management of the Andover Public Schools and the direction of the work force in accordance with its judgment.

ARTICLE 6

NO STRIKES

The Union on its own behalf and on behalf of each of the employees it represents agrees that there will be no strike, stoppage of work, slowdown, sick-out, or other withholding of services.

ARTICLE 7

ABSENCES AND REPLACEMENTS

Section 1. The Assistant Superintendent of Finance and Administration or designee may assign a Custodian to work additional hours on an overtime basis in accordance with Article 3.

Section 2. A joint labor management committee may be established to study the issue of custodial workload and productivity. A request by the Union or the Employer to convene such a committee may be made at any time and will be promptly honored.

Section 3. When a Junior Custodian is assigned by the Assistant Superintendent of Finance and Administration or designee to perform the work of a Senior Custodian, and he performs said work for a period of one (1) **or more** consecutive full workdays, he will be paid an additional rate of \$3.60 per hour, back to the first day of such assignment if such Junior Custodian has completed all training necessary to perform said work, including successful completion of Energy Management training and use of the APS E-Mail system.

ARTICLE 8

VACANCIES, TRANSFERS AND PROMOTIONS

Section 1. A vacancy for the purpose of this Article includes an unfilled bargaining unit position.

Section 2. When a vacancy as defined in Section 1 occurs, it will be posted within ten (10) working days in each school building together with the closing date for applications. Such closing date will be no less than five (5) working days after the date of the first posting. Vacancies will be posted internally first. Bargaining unit members who wish to apply for the vacancy must apply on-line to the Human Resource Office-prior to the closing date for applications. After interviews with internal candidates have been conducted, the position will be posted externally only if an internal candidate is not selected. Internal applicants will be advised of their application status prior to any external posting. The notice will include the name of the school where the vacancy exists, the title, hours, and shift of the vacant position, the full job description and general duties. Where the Superintendent or designee determines that all of the above factors are equal, a bargaining unit member will be selected on the basis of seniority. The decision of the Superintendent or designee will be final.

Section 3. The Superintendent or their designee may select an applicant from outside the school system after considering the qualifications, ability, and dependability of bargaining unit members who have applied for the position.

Section 4: Upon notice from the Superintendent or designee, a bargaining unit member may be transferred on a temporary or permanent basis to another location to meet the needs of system. To the extent possible, a custodian will retain the rank he/she had prior to the transfer. The Association will be notified of such transfers in advance and provided an opportunity to discuss such transfer with the Superintendent of Schools or his/her designee. However, such decisions will be non-arbitrable.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. The Superintendent or designee may grant an employee in good standing a leave pursuant to Massachusetts General Laws.

Section 2. Employees will receive two (2) days of noncumulative personal leave per year. Employees hired after the beginning of the fiscal year shall receive such leave on a prorated basis. Said personal leave is to be for an unusual occurrence, not in the normal course of events. This leave may be allowed by the Superintendent or designee, provided it is consistent with the operational needs of the schools, as determined by the principal, and provided the request was made, through AESOP, at least 24 hours prior to the starting of the workday on which he wishes to be absent. Personal leave may be requested in one (1) hour increments. One of the personal days may be used as a floating holiday.

Section 3.

(a) In the event of a death in the immediate family of a Custodian, he/she will be granted leave with pay on the day of the funeral if it is a working day, two (2) additional workdays falling between the day of death and the day of the funeral, and the two (2) days immediately following the funeral if they are workdays. Immediate family of a Custodian is defined as spouse, child, sibling, parent or grandchild.

(b) In the event of a death of parents-in-law, grandparents, or any member of the Custodian's household, the Custodian will be granted leave with pay on the day of the funeral if it is a workday and two (2) additional workdays falling between the day of the death and the day of the funeral. To be eligible for leave under this paragraph, the Custodian must attend the funeral.

(c) In the event of the death of aunts, uncles, nieces, or nephews, or in-laws and their spouses, the Custodian will be granted two days leave with pay. The custodian must attend the funeral.

Section 4. Sick Leave

(a) Each employee shall be credited with sick leave at the rate of one and one quarter (1 1/4) day for each month of service, this sick leave to accumulate to a maximum of two hundred (200) days.

(b) Employees absent from work as a result of an industrial accident may use their accumulated sick leave to make up the difference between their full salary and what they receive as a result of the industrial accident.

(c) Sick leave will be used only for the necessary absence of an employee as a result of his/her own sickness or injury, provided, however, should an emergency arise and a member of the employee's immediate family, as hereafter defined, becomes sick or ill, an employee may be excused from work, not to exceed five (5) days, to be charged against accumulated sick leave, for the purpose of rendering emergency assistance to the sick or ill member of the employee's family. Immediate family for the purpose of this section will mean spouse, children, mother, father, or relatives who reside permanently with the employee.

(d) Employees absent due to illness or injury for three (3) consecutive workdays, or on the day before or after a holiday, vacation period, or other scheduled day off, or where the Assistant Superintendent or designee has reasonable cause to believe that sick leave has been abused, may be required to submit satisfactory proof of illness or injury prior to being paid for said absence. The Superintendent or designee may require that the employee be examined by his/her own physician at the School Committee's expense. A member whose absences show a pattern of abuse, including calling in sick before or after an OT assignment, or failure to furnish satisfactory medical proof, shall be subject to the disciplinary procedures specified in Article 10, Section 3.

(e) The Human Resource Office must be notified of employees who are absent for a period of two or more weeks so that the provisions of the Family and Medical Leave Act may be enforced. The Senior Custodian in each building shall be responsible for notifying Human Resources of the absence of a junior custodian and the building principal shall be responsible for notifying Human Resources of the absence of a senior custodian.

Section 5. Physical Disability

When a person is unable to report for work for an extended period of time, it may be justifiable cause for termination. When accumulated sick leave and vacation pay are used up because of illness, the employee may request an extension from termination for a 30, 60 or 90-day period. The option to grant the extension remains with the Superintendent or designee.

Section 6. Sick Leave Buy-Back

Any employee covered by this Agreement who becomes eligible for retirement under the Town retirement system and terminates his/her employment with the Town will be entitled to pay for that portion of his/her unused accumulated sick leave as follows:

1. The maximum an employee will be entitled to is ninety (90) calendar days after thirty (30) or more years of service.
2. An employee with less than thirty (30) years of service for the Town will receive that portion of said ninety (90) calendar days as his/her years of service in proportion to said thirty (30) years. For example, an employee with twenty (20) years of service will receive 20/30ths of ninety (90) calendar days, or sixty (60) calendar days.
3. A day's pay will be based upon eight (8) hours' pay at the regular hourly rate, and seven (7) calendar days will be considered to be five (5) days for the purpose of these provisions. For example, an employee entitled to seventy (70) calendar days will be paid for 5/7ths of said seventy (70) calendar days or fifty (50) days' pay.
4. Upon cessation of active employment, the employee will no longer continue to earn sick leave, vacation, holidays or other benefits for any reasons other than industrial injury.

Section 7. Sick Leave Bank Board

A Sick Leave Bank Board, consisting of the Union Vice-president acting as Chair, two (2) other members chosen by Local 888, and two (2) representatives chosen by the Superintendent or designee, will oversee the operation of a sick leave bank operating under the following conditions:

- (a) Assistance is aimed at those individuals who have long-term terminal, mental, or physical illness. However, said custodian shall not be eligible to apply to the Sick Leave Board until he/she has exhausted all accumulated sick, personal and vacation leave.

- (b) Only enrolled members, those who have completed two consecutive full years of service, may petition the bank. New employees shall contribute to the Sick Bank effective their date of hire. Initial contributions by the new employee shall be two (2) days and his/her annual sick leave allocation shall be reduced from fifteen (15) to thirteen (13) days for the first year. New employees and Sick Bank Chair will be notified once the two (2) initial days have been taken from new employee and added to the bank. If a new custodian was formerly an employee of the Town of Andover, he/she will be eligible to petition the bank if they have two (2) or more years of continuous service with the Town and have made their initial contribution to the bank.
- (c) Individual petitions will be presented to the Sick Bank Board by interested parties.
- (d) The maximum number of bank days granted to an individual will not exceed thirty (30) days after which a new petition must be presented and updated.
- (e) Sick Bank Limits
- The **maximum** number of sick days to be held in the bank shall not exceed **225** days.
 - The **minimum** number of sick days to be held in the bank shall not be less than **100** days.
 - The maximum number of days that may be granted for a particular injury or illness is 225 days.
 - The maximum number of days that may be granted to a custodian in his/her lifetime of service due to a long-term illness or injury shall not exceed 350 days.
- (f) When the Sick Bank falls below one hundred (100) days accumulation, each Custodian will then credit one (1) more day to be deducted from his/her yearly sick day credit.
- (g) A petitioner or his/her representative must present pertinent medical proof and data of the illness. A response to any petitioner will be forwarded within one (1) month of the date of the request.
- (h) All decisions of the Sick Leave Bank Board will be by a simple majority vote.

- (i) All petitions are to be held in the strictest of confidence and will remain within the confines of the Board. All Board decisions are final, subject to one (1) appeal by the petitioner.
- (j) Upon retirement and after fulfilling the terms of the sick leave buyback, as specified in Article 9, Section 7, a custodian may donate unused sick time to the Sick Bank up to a maximum of 100 individually accrued sick days, provided such an amount does not put the Sick Bank's balance over 225 days.
- (k) Participation in the Sick Bank is mandatory for all union members.
- (l) The Practices and Procedures of the Sick Leave Bank Board are found in Appendix B.

Section 8. This Article allows the Superintendent or designee to grant a leave of absence with or without pay.

Section 9. Parental Leave - Pursuant to Massachusetts General Laws Chapter 149, Section 105D, a full-time employee who has completed three (3) consecutive months of employment with the Andover Public Schools shall be entitled to eight weeks of parental leave for:

- (i) the purpose of giving birth or
- (ii) for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child;

provided, however, that any two employees of the same employer shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. The employee shall give at least two weeks' notice to the Superintendent of the anticipated date of departure and the employee's intention to return to work or the employee shall provide notice as soon as is practicable if the delay is for reasons beyond the employee's control.

a. An employee intending to take parental leave of absence under Article 9, Section 9 shall notify the Superintendent or designee of the approximate date of leave commencement and date of anticipated return from leave. Custodians are urged to give earlier notification thus providing the Administration with additional time to secure a replacement.

b. The pregnant custodian may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Superintendent or designee may require medical evidence of the custodian's ability to continue to work in the same manner that the Superintendent/designee may require when questioning the fitness of a custodian in a non-maternity related situation.

c. During disability periods due to pregnancy or childbirth a custodian, upon a timely request for sick leave, is eligible to use sick leave pursuant to M.G.L. C149 S. 105D.

d. The custodian, upon completion of parental leave, shall be restored to the position she/he held when her/his leave commenced or to a substantially equivalent position.

ARTICLE 10

PROBATIONARY EMPLOYMENT, DISCIPLINE AND DISCHARGE

Section 1. All employees hired after the effective date of this Agreement will serve a twelve-month probationary period. Any dispute concerning an employee who is disciplined or discharged and who has not completed his/her twelve (12) month probationary period will not be the subject of grievance or arbitration. A Junior Custodian who applies for and is hired to fill a Senior Custodian vacancy shall complete a three (3) month probationary period. During or prior to expiration of the probation period, if said custodian is not meeting performance expectations, he/she may be returned to their prior grade and step. During that time, administration will not backfill the position until the three-month probation period has been completed.

Section 2. An employee covered by this Agreement, with more than twelve (12) months of continuous active service may be disciplined or discharged for just cause.

Section 3. Where an employee is warned that his performance is unsatisfactory, said warning will be reduced to writing and placed in his/her personnel file. Before being placed in the file, the employee will be shown the writing and sign same. The employee's signature will not indicate agreement with the writing but only that he has read it. As a rule, three (3) written warnings about similar issues within two (2) calendar years will be grounds for dismissal. However, nothing in this language prohibits a building Principal from terminating a custodian if three (3) very serious but dissimilar incidents, which result in written warnings, occur within the same two (2) calendar years.

Section 4. A new employee will receive credit for continuous temporary service for purposes of computation of seniority, personal leave, sick leave, vacation, step placement, and longevity. "Continuous temporary service" under this Article shall mean earning pay for a minimum of sixteen (16) hours per week.

Section 5. All permanently appointed regular employees covered by this Agreement will be paid in accordance with Article 15.

ARTICLE 11
REDUCTION IN FORCE

Section 1. Seniority will be defined as length of continuous service in the bargaining unit except as modified in Article 10, Section 4.

Section 2. Bargaining unit layoffs within classifications will be by inverse order of seniority.

Section 3. For the purpose of this Article, classifications will be as follows:

Senior Day Custodian

Junior Day Custodian

Junior Night Custodian

Section 4. In the event of a reduction in force which results in the elimination of any bargaining unit position, the Town shall provide the Union and the affected employee/s with notice thirty days prior to the effective date of the layoff.

Employees with the least seniority will be laid off first. Seniority is defined as length of continuous service in a bargaining unit position. Periods of service interrupted by a break due to resignation, termination, or employment outside the bargaining unit shall not be added together to determine seniority. Seniority shall not be affected by vacations, sick, or military leave, industrial accident leave, or any other approved leave of absence.

Any employee whose job is eliminated shall have the right to bump the least senior employee within his/her job classification, provided he meets the qualifications for the position. Employees may bump to a different classification, provided there is nobody with less seniority in his/her present classification. (For example, if a Senior Custodian position is eliminated and there is no Senior Custodian with less seniority, he/she shall bump the least senior Junior Day position provided the Junior Day person has less seniority than the laid off Senior Custodian. The Junior Day employee being bumped shall then bump the least senior Junior Night position. If a Junior Night position is eliminated and there is no Junior Night Custodian with less seniority, he/she shall bump a Junior Day Custodian provided the Junior Day person has less seniority.)

Employees laid off pursuant to this Article shall for 18 months after the effective date of the layoff, be placed on a recall list. Employees laid off pursuant to this Article shall be responsible for promptly notifying the Town of any changes in their names, address, or availability for work.

Employees laid off pursuant to this Article, shall be recalled in the inverse order in which they were laid off provided they meet the qualifications for the position available for recall.

Section 5. Bargaining unit members will not be laid off if there are temporary employees performing bargaining unit work.

Section 6. Any personnel, so rehired, will be entitled to all previous recorded benefits and placed on the salary schedule appropriate to his/her service.

ARTICLE 12

HOLIDAYS AND VACATIONS

Section 1. The following days will be considered holidays with eight (8) hours' pay unless school is in session on these days. If school is in session on any of these days, the employee will be entitled to a floating holiday provided the requirements of Article 9, Section 2 are met. If Christmas and New Years are on a Tuesday, Wednesday, Thursday, or Friday, employees will get one half (1/2) day off on Christmas Eve and one-half day (1/2) off on New Year's Eve.

New Year's Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Martin Luther King Day	Christmas Eve - one half (1/2) day
Christmas Day	New Year's Eve - one half (1/2) day
Good Friday	Juneteenth

One (1) of the personal days under Article 9, Section 2, may be used as a floating holiday provided the requirements of Article 9, Section 2, are satisfied.

Section 2. Vacations are granted on the basis of length of service and are calculated from the first day a Custodian is hired as a full-time employee.

The schedule for vacation is as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
Nine (9) Months	One (1) Week
One (1) Year (this means a maximum of two (2) weeks including a nine (9) month option)	Two (2) Weeks
Five (5) Years	Three (3) Weeks
Ten (10) Years	Four (4) Weeks
After fifteen (15) years of service	Five (5) Weeks.

The vacation eligibility and entitlement will be based upon anniversary date of employment. Vacation time may not be accumulated from one eligibility year to the next. Custodians with five (5) or more accumulated vacation days left unused in a fiscal year will automatically have five (5) vacation days carried over into a new fiscal year.

Section 3. Choice of vacation will be made according to seniority for each building with the approval of the Assistant Superintendent of Finance and Administration or designee. Vacation days must be requested through AESOPS a minimum of five (5) days before the requested vacation day is taken. Emergency requests outside this time frame will not be unreasonably denied. The Assistant Superintendent of Finance and Administration or designee reserves the right to schedule the vacation in accordance with the work schedule of the schools. Unless due to extenuating circumstances, vacation leave shall not be granted during the five (5) workdays prior to the start of a new school year.

An employee called into work during vacation period will be paid at overtime rate of one and one-half (1 1/2) times the regular rate for all hours worked, with a minimum of four (4) hours, provided, however, if an employee elects to receive equal compensatory vacation time, and said leave is approved by the Assistant Superintendent of Finance and Administration or designee, then the employee may take said paid vacation leave in lieu of compensation. It is understood that such vacation leave will also be at the rate of one and one-half (1 1/2) times the hours worked.

Section 4. An employee who terminates his/her employment during the year will be paid for vacation on a pro-rata basis in an amount equal to the ratio of the number of months worked during the year bears to the twelve (12) months. If termination is caused by death, such payment will be made to the employee's estate.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties concerning an alleged contract violation or the application, meaning, or interpretation of the express provisions of this Agreement will be settled in the following manner:

Step 1: The Union President or designee with or without the aggrieved employee, will submit the grievance in writing to the Custodial Supervisor and also to the Assistant Superintendent of Finance and Administration within ten (10) calendar days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based. The Custodial Supervisor and Assistant Superintendent of Finance and Administration will have joint responsibility at Step 1. The grievance will be stated on a form adopted by the parties and will cite the contract provisions allegedly violated, the facts supporting the violations, and the relief sought.

Step 2: If the grievance has not been resolved by the Custodial Supervisor and Assistant Superintendent of Finance and Administration within five (5) calendar days after its submission, it will be submitted to the Superintendent within five (5) calendar days after the Step 1 response is due.

Step 3: If the grievance has not been resolved by the Superintendent within ten (10) calendar days after submission, it may be submitted to the School Committee within ten (10) calendar days after the Superintendent's response is due.

Step 4: If the grievance is not resolved by The School Committee within fifteen (15) work days after its submission, the Union, and only the Union, may submit the grievance to arbitration within fifteen (15) work days following the Committee's answer or date on which said answer is due, whichever first occurs.

Section 2. Time Limits

If at the end of the ten (10) calendar days next following the occurrence of any grievance or the date when any employee affected by the grievance should have knowledge of its occurrence, whichever is later, the grievance will not have been presented at Step 1 of the procedure set forth herein, the grievance will be deemed to have been waived. Furthermore, any grievance in process under such procedure will also be deemed to have been waived if the action required to process said grievance to the next step in the procedure by the Union will not have been taken within the time specified above. Any time limits herein set forth may be waived and/or extended by mutual agreement of the parties.

Section 3. The arbitration will be conducted by the American Arbitration Union under its existing rules of procedure. The decision of the arbitrator will be final and binding upon the parties except that the arbitrator will make no decision which alters, amends, adds to or subtracts from this Agreement or which modifies or abridges the management rights and prerogatives of the Committee. Arbitration fees and expenses, except for transcripts requested by a party, will be shared equally by the Committee and the Union.

Section 4. Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee (less than 12 months' service) will not be subject to grievance and arbitration.

Further, any matter involving the suspension, dismissal, removal, or termination of a civil service employee will not be subject to grievance and arbitration unless the employee and Union elect arbitration as the exclusive procedure in accordance with the provisions of General Laws, Chapter 150E, Section 8.

ARTICLE 14

HEALTH INSURANCE

The Town will pay premiums in accordance with the following tables and the employee shall pay the balance of such premiums. For Employees who commenced employment in the bargaining unit before July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO Individual	81%	19%
HMO Family	77%	23%
PPO	65%	35%

For Employees who commenced employment in the bargaining unit on or after July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO	70%	30%
PPO	65%	35%

ARTICLE 15
SALARY SCHEDULE

Section 1.

A. Hourly Rates

Step increments will be based upon length of service as of June 30 preceding the start of the July 1 eligibility year.

Wage Table

Junior - Grade 14		FY22	FY23	FY24
Step 1	Hourly	\$ 22.23	\$ 22.56	to be determined (see reopener language in article 15, section 1F)
	Weekly	\$ 889.04	\$ 902.37	
	Annually	\$ 46,408.00	\$ 47,104.12	
Step 2	Hourly	\$ 23.00	\$ 23.34	
	Weekly	\$ 919.84	\$ 933.64	
	Annually	\$ 48,015.60	\$ 48,735.84	
Step 3	Hourly	\$ 23.78	\$ 24.14	
	Weekly	\$ 951.30	\$ 965.57	
	Annually	\$ 49,657.96	\$ 50,402.83	
Step 4	Hourly	\$ 24.03	\$ 24.39	
	Weekly	\$ 961.09	\$ 975.51	
	Annually	\$ 50,168.96	\$ 50,921.49	
Senior - Grade 15		FY22	FY23	FY24
Step 1	Hourly	\$ 25.77	\$ 26.16	to be determined (see reopener language in article 15, section 1F)
	Weekly	\$ 1,031.13	\$ 1,046.59	
	Annually	\$ 53,824.65	\$ 54,632.02	
Step 2	Hourly	\$ 26.55	\$ 26.95	
	Weekly	\$ 1,062.00	\$ 1,077.93	
	Annually	\$ 55,436.35	\$ 56,267.89	
Step 3	Hourly	\$ 27.42	\$ 27.83	
	Weekly	\$ 1,096.69	\$ 1,113.14	
	Annually	\$ 57,247.33	\$ 58,106.04	
Step 4	Hourly	\$ 27.67	\$ 28.08	
	Weekly	\$ 1,106.48	\$ 1,123.08	
	Annually	\$ 57,758.33	\$ 58,624.70	

Employees of the Union are paid the hourly rates indicated. The pay table includes weekly and annual rates as reference values only, and assumes a 1.0 FTE rate earned working a full-year, full-time schedule.

B. Direct Deposit Payments

All custodians shall be paid through direct deposit.

C. Longevity Program

Longevity entitlement will be based upon length of service as of June 30 preceding the start of the July 1 eligibility year.

- 5 years of continuous service in the Andover Public Schools 2.0% annual base salary
- 10 years of continuous service 2.5 % annual base salary
- 15 years of continuous service 3.0% annual base salary
- 20 years of continuous service 3.5 % annual base salary
- 25 years of continuous service 4.0% annual base salary

D. Custodial Resource Team (CRT)

The Senior Custodian assigned to each district school shall be a member of the Custodial Resource Team (CRT). CRT Members will receive an annual stipend of \$645 to be paid in two installments, one in December and one in June. The stipend is compensation for the additional work outlined in Appendix D.

E. One-Time Pay

The Committee will provide a one-time ratification payment to each employee who (1) is in the bargaining unit as of the date of ratification of this agreement and (2) was in the bargaining unit on July 1, 2021. The ratification payment is subject to withholdings required by law. For full-time employees the gross amount of the ratification payment is \$300. The \$300 ratification payment shall be prorated for part-time employees based on the part-time employee's FTE status on the date of ratification.

F. Contract Reopening

The parties agree to reopen the collective bargaining agreement during Fiscal Year 2023 to negotiate: (1) hourly rates for Fiscal Year 2024 (July 1, 2023 to June 30, 2024), and (2) language improvements within Appendix D. (This is not a general reopener for other provisions in this agreement.)

Section 2

A clothing allowance of five hundred dollars (\$500) will be paid to all custodians, payable annually during the month of June. The Assistant Superintendent of Finance and Administration or designee reserves the right to set reasonable standards of dress which includes the wearing of a collared shirt, jersey, T-shirt or sweatshirt with the District approved emblem. The District will purchase these shirts yearly on an as-needed basis with a maximum of one (1) sweatshirt and three (3) collared shirts or t-shirts per custodian. All custodians shall also wear their photo identification badge at all times. Badges must be prominently displayed.

Section 3

All custodians who travel from one building to another for work related duties shall be reimbursed for mileage based upon the IRS rate. See Appendix E for a copy of an electronic Excel "Mileage Reimbursement Form". An electronic copy may be obtained on the APS website.

ARTICLE 16

STABILITY OF AGREEMENT

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement will bind the parties hereto unless made and executed in writing by the parties.

Section 2. The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement will not be considered as a waiver or relinquishment of the right to the Employer or the Union to future performance of any such term of provision and the obligations of the Union and the Employer to such future performance will continue in full force and effect.

ARTICLE 17

SAVINGS

Should any provision of this Agreement be found illegal by a court or agency of competent jurisdiction, said provision shall be deemed null and void and unenforceable except to the extent permitted by law. In the event a provision of this Agreement is found contrary to law, the other provisions of this Agreement shall continue in full force and effect for the remainder of the contract term.

ARTICLE 18

MISCELLANEOUS

Section 1. The Superintendent will permit the Union to use in-school mailboxes.

Section 2. The negotiating team will suffer no loss of pay for time spent during working hours in collective bargaining negotiations with the employer.

Section 3. The Superintendent or designee may grant one union officer or designee reasonable time off during working hours without loss of pay or benefits to process or settle grievances. Said permission will not be unreasonably withheld.

Section 4. Bulletin board space will be made available to the employees.

Section 5. No more than two (2) duly appointed delegates will be permitted to attend one (1) Annual Regional meeting or one (1) National Convention of the National Union of Government Employees with pay.

Section 6. All Custodians will participate in, and successfully complete the training programs planned each year in the areas of cleaning, safety, preventive maintenance, and building management. With respect to Energy Management training, all Senior Custodians shall participate in training and it is optional for Junior Custodians. A Custodian's failure to attend training programs, without prior approval, may result in that Custodian's failure to advance in the salary schedule.

Section 7. The Parties agree to establish a joint labor management committee to study and make recommendations as to the safety-related equipment which shall be used by custodians and the circumstances under which such equipment shall be used. These recommendations shall be incorporated into this agreement.

Section 8. All Custodians will receive an annual performance appraisal. The procedures to be followed and the forms to be used are contained in Appendix C.

Section 9. The employer agrees that as a condition precedent to any privatization of bargaining unit work, it shall notify the union of its intent to privatize, and shall provide the union with an analysis, prepared in a manner consistent with generally accepted accounting principles, of the short term and long-term cost savings to be generated by the privatization of the work. The employer agrees that it will not seek to privatize bargaining unit work unless such analysis clearly establishes both long term and short-term savings.

The employer agrees that the union shall have unfettered access to all documentation upon which this analysis is based and shall have the right to present to the employer a proposal for the continued performance of the work by bargaining unit members before such work is privatized.

Section 10. Notice of Intent to Consolidate

The School Committee and the Union acknowledge the Town may desire to investigate the feasibility of the Andover Plant and Facilities Department assuming responsibility for delivery of custodial services for the schools.

- During said investigation period the School Committee agrees to include two SEIU Local 888 bargaining unit representatives in investigative working sessions for the sole purpose of presenting concerns related to: seniority, longevity and benefits.
- The Union accepts the School Committee request for assurance that if a transition takes place before the end of this agreed upon negotiated contract (expiration date of June 30, 2024) then merger/consolidation will become effective in a timely manner after impact bargaining of proposed merger/consolidation.

Section 11 – Custodians will not be responsible in any way for using or maintaining any medical equipment.

ARTICLE 19

DUES DEDUCTION

Section 1. The Committee hereby accepts the provisions of Section 17-C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, will certify to the Town Treasurer of the Town of Andover all payroll deductions for the payment of dues to the Union duly authorized by employees covered by this contract. Dues shall be payable to S.E.I.U., Comptroller, 25 Braintree Hill Park, Suite 306, Braintree, Massachusetts 02184.

Section 2. The Union agrees to indemnify the School Committee for damages or other financial loss which the School Committee may be required to pay or suffer by an administrative agency or Court of competent jurisdiction as a result of the School Committee's compliance with this Article.

ARTICLE 20

This Article was intentionally left blank.

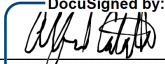
ARTICLE 21

DURATION AND REOPENER

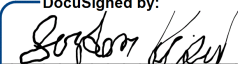
Section 1. This Agreement will be effective July 1, 2021 through June 30, 2024. On or before October 15, 2023, either party will notify in writing the other party of its intention to commence bargaining for a successor agreement, and the parties will proceed forthwith to bargain collectively with respect thereto. If a successor agreement is not reached before the expiration date of the existing date of the existing contract, the existing contract will remain in effect until the successor agreement is reached.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 3rd day of February 2022.

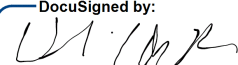
S.E.I.U. LOCAL 888

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 Alfred Catalano 526087EB2192495...

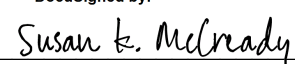
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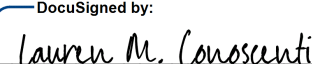
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 Charles Keeler 019F4610AFA0482...


ANDOVER SCHOOL COMMITTEE

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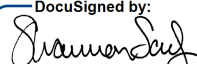
 Susan McCready, Chair BCC589D5E9EA457...

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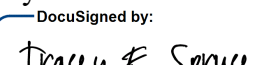
 Lauren Conoscenti, Vice Chair 0D7F04484C...

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 Paul Murphy 11C21510828A40A...

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 Shannon Scully A4E8551CCB1A4CD...

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 Tracey Spruce 70C51988449A48B...

APPENDIX A
CUSTODIAN SUPPLEMENTAL **WORK**

This letter will reflect our agreement relative to the above-captioned matter.

1. Internal Groups

A. Definition. Internal groups include those managed by Town or School resources in their official capacities, and any associated organizations supporting Andover students including but not limited to: Parent Teacher Organizations, Parent Advisory Councils, other recognized school-related organizations, community education programs (e.g., Destination Imagination), school dances, school fundraisers, youth sports leagues, meetings of official town groups and boards, local Boy Scouts, Girl Scouts, Cub Scouts, and Brownies.

B. Staffing assignments for events to be held by internal groups shall be jointly determined by the Principal and Senior Custodian of the school at which the event will be held, and such staffing will then be communicated to the Facilities Coordinator. Such assignments shall specify the number of custodians and the number of hours required for: i) set-up prior to the event; ii) coverage during the event; and iii) clean-up after the event. The group sponsoring the event shall be charged based on these assignments and at a compensation rate of time and one-half for events on Monday through Friday for actual hours worked with a minimum of 1 hour paid. The group sponsoring the event shall be charged based on these assignments at a compensation rate of time and one-half for events on Saturday and a compensation rate of double time for events on Sundays and Holidays for actual hours worked with a minimum of 4 hours paid.

2. External Groups

A. Definition. External groups are any group not covered by Paragraph 1.A., whether for profit or not-for-profit.

B. Staffing assignments for events to be held by external groups, including set-up and clean-up, shall be jointly determined by the Senior Custodian of the school at which the event will be held, the Facilities Coordinator, and the Events Coordinator. All assignments shall consider the following guidelines:

AHS

NO FOOD

Up to 300 Attendees	1 Custodian
300+ Attendees	2 Custodians

FOOD/FURNITURE SETUPS **

Up to 100 Attendees	1 Custodian
101-300 Attendees	2 Custodians
301-750 Attendees	3 Custodians
750+ Attendees	4 Custodians (only as needed)

Middle Schools and Elementary

NO FOOD

Up to 300 Attendees	1 Custodian
301+ Attendees	2 Custodians

FOOD/FURNITURE SETUPS **

Up to 100 Attendees	1 Custodian
101+ Attendees	2 Custodians

C. Hours of duty and compensation associated with assigned overtime for external events shall be as follows:

Monday-Thursday (inclusive)	3 hours minimum @ time and one-half
Friday-Saturday	4 hours minimum @ time and one half
Sunday - Holidays	4 hours minimum @ double time

3. All events will be scheduled via e-mail including time of beginning and end of activities. Senior Custodians will be notified via e-mail of all event assignments two (2) days prior to the scheduled date. It is understood that there may be some exceptions. Set-up and clean-up time will be determined under Paragraphs 1.B. and 2.B. The Senior Custodian must notify the Facilities Coordinator within twenty• four (24) hours of any additional time worked outside the scheduled hours for cleanup. Changes to the set-up time must be approved by Principal/Custodial Supervisor/Facilities Coordinator/Events Coordinator **prior** to set-up time. Failure to obtain prior approval for overtime will result in the overtime not being paid.

4. Senior Custodians will post all event notices in a place visible and accessible to all other custodians in the building. The Senior Custodian will be responsible for the assignment of Custodians to respond to all events booked for his/her building according to Article 3, Section 4. If there is no custodian in the building that can work the event, it will be the responsibility of the Senior Custodian to find coverage from another school or to work the event his/herself.

5. Senior Custodians are responsible for sending the Custodian Supplemental Work Form along with the time cards to Payroll. (Sample form attached). Overtime will not be paid until said form is filled out.

6. Only the building areas specifically approved shall be used and only within the hours stated by the approval. **REFRESHMENTS/FOOD OF ANY KIND SHALL NOT BE SERVED WITHOUT PRIOR APPROVAL BY THE HEALTH DEPARTMENT, AND THEN ONLY IN THE ASSIGNED DESIGNATED AREA.**

7. Custodians are not responsible for issuing and/or setup of technology equipment.

8. If two or more custodians are needed, the additional custodian's start time will be staggered to meet the minimum overtime (OT) requirements.

9. Three hundred dollars (\$300) per year for second shift employees (no more than two

(2) custodians at Andover High School and 1 custodian at each middle school and 1 custodian at each elementary school) will be paid for opening and securing the building after group use, including but not limited to Andover After School Music Program (AASMP), Andover Youth Services (AYS), Department of Community Services (DCS), Andover Boys Basketball League, with maximum thirty (30) minutes setup involved per shift. This amount will be paid in two (2) installments of one hundred fifty dollars (\$150) each; one installment in December and one in June.

10. Where weekend work is involved, groups wishing to cancel must do so during department working hours prior to the weekend. Groups canceling during the weekend will be subject to minimum custodial fees.

11. In order to receive full payment when a group does not show up, Custodians will be required to wait one (1) full hour.

12. Nothing in the terms of this Appendix is to be interpreted in anyway contrary to the existing duties of the Custodians.

13. All Custodians working such assignments **shall report directly to the using group contact person** and shall be available to such contact person for all assignments during the period of the activity.

14. Failure on the part of the Custodians to fulfill his/her obligations will be subject to appropriate disciplinary action.

CUSTODIAN SUPPLEMENTAL WORK FORM

Make sure to review the permit before each event. Check on Set up Times, Event times and Break Down times before event. If there are any questions, contact Andrea x38727 or Jen x38724 before the event.

SCHOOL _____ DATE WORKED _____

EVENT TITLE _____ SCHEDULE ID# _____

CUSTODIAN _____

Set up Start Time: _____ Break Down End Time: _____

Actual Event Start Time: _____ Actual Event End Time: _____

TOTAL HOURS WORKED _____ TOTAL CHARGE: \$ _____

Event Discrepancies/Concerns/Issues: Examples: 'due to weather, came in an hour early', 'event ended but unable to clean due to people lingering', 'asked to go above & beyond what permit stated'

CHARGE TO:

- _____ ATHLETICS-Rental of Field or Field House
- _____ ATHLETICS-AHS Team _____
- _____ SCHOOL BUDGET (must have business office approval)
- _____ SCHOOL STUDENT ACTIVITIES BUDGET (must have Principal approval)
- _____ FACILITIES RENTAL
- _____ COLLINS CENTER
- _____ OTHER _____

AUTHORIZED BY HEAD CUSTODIAN _____

Send completed form to Doreen Billie, Payroll Coordinator

<G:\FACILITIES SERVICES\Town House Files\Custodians\CUSTODIAN SUPPLEMENTAL WORK FORM.doc>

APPENDIX B

PRACTICES AND PROCEDURES OF THE SICK LEAVE BANK BOARD OF SIEU EMPLOYEES LOCAL 888

1. Meetings will be convened only when a request for days has been formally made.
2. A formal request constitutes a statement from the custodian, in writing, expressing the desire to access days from the Sick Leave Bank and supporting medical documentation that clearly indicates the nature and extent of the custodian's illness/injury and a prognosis which includes an estimated time the custodian will be incapacitated.
3. A formal request may be sent to the Chairperson Board representing the Union Board. Within one (1) month of receipt of the request, a meeting of the Board must be called (as specified in Article 9, Section 7 (g)), provided medical documentation is available to the Board members for review prior to the meeting.
4. A member of the Board representing the Union will have the primary responsibility for scheduling Board meetings and appeals and distributing written documentation to each Board member.
5. Minutes of the meeting will be taken by a Board member (non-chair). Said member will be selected by Board Members to record the minutes.
6. Motions regarding requests will be made in the affirmative and as specified in Article 9, Section 5 (g), all decisions by the Board will be by simple majority vote.
7. The Chairperson of the Board will be responsible for signing and mailing the letter, return receipt requested, to the custodian informing him/her of the Board's decision (see attached draft of a "denial" letter). A copy of the letter with the actual return receipt attached will be forwarded to the Human Resources Office.
8. The Chairperson of the Board will also be responsible for informing the petitioner if additional medical documentation is required or desired by the Board.
9. All Board decisions are final, subject to one (1) appeal. Any custodian who appeals must be present for the appeal unless there is medical documentation indicating that the petitioner's physical presence is impossible. Since there is no other avenue open to a custodian but his/her original request and one appeal, it is imperative that the custodian supply the Board with as much pertinent medical information as possible to assist the Board in making its decision.
10. The Board shall take into consideration the custodian's past history regarding the use of sick leave. In particular, the Board shall look closely at the number of accumulated sick days the custodian had at the time of his/her illness or injury and except where there are extenuating circumstances, the Board will act most favorably in situations where the custodian had at least 20% of all the sick days he/she could have accumulated since his/her date of hire available at the time the debilitating injury occurred or illness was diagnosed. Specifically, if at the time the illness

was diagnosed or the injury occurred the custodian could have accumulated 90 sick days (if he/she had never used a sick day since his/her effective date of hire), for the Board to act most favorably the custodian should have had at least 18 days (20% of 90 day) of accumulated sick leave.

11. Any Board member may ask that a request be tabled if he/she feels the documentation is insufficient.

12. A breach of confidentiality (see Article 9, Section 7 (i)) will result in the immediate expulsion of the offending member from the Board.

13. The number of sick days that may be granted for a particular injury or illness will be determined by the number of years the custodian has been employed: for each full year of employment, the custodian will be eligible for 15 days from the sick leave bank. If a custodian has been employed for 3 full years, for example, he/she may be granted up to 45 days from the sick bank (3 years times 15 days per year). The maximum number of days that may be granted for a particular injury or illness is 225 days. If a custodian has worked less than full time or has worked less than a full year or years, the number of days he/she may be granted by the Board shall be prorated. This means that a half time custodian who works 6 full years will be eligible for 45 sick days from the Board (1/2 times 6 years times 15 days per year).

14. The maximum number of days that may be granted will not exceed thirty (30) days after which a new request must be presented to the Board. A custodian may ask for less than thirty (30) days.

APPENDIX C

EVALUATION PROCEDURE

SENIOR CUSTODIAN BY BUILDING PRINCIPAL AND CUSTODIAL SUPERVISOR	JUNIOR CUSTODIAN BY BUILDING PRINCIPAL AND CUSTODIAL SUPERVISOR
1 Establish goals for the year by July 30 <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Checklist / goals <input checked="" type="checkbox"/> Sign-off by both parties	1 Observation #1 by Senior Custodian by October 15 <input checked="" type="checkbox"/> Checklist <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Sign-off by both parties
2 Observation #1 by Principal and/or Custodial Supervisor by December 15 <input checked="" type="checkbox"/> Checklist <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Sign-off by both parties	2 Observation #2 by Senior Custodian by February 15 <input checked="" type="checkbox"/> Checklist <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Sign-off by both parties
3 Observation #2 by Principal and/or Custodial Supervisor by June 15 <input checked="" type="checkbox"/> Checklist <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Sign-off by both parties	3 Observation #3 by Senior Custodian by June 15 <input checked="" type="checkbox"/> Checklist <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Sign-off by both parties
4 Performance Appraisal by Principal and/or Custodial Supervisor Designee by July 15 <input checked="" type="checkbox"/> Checklist / goals <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Sign-off by both parties <input checked="" type="checkbox"/> Forwarding of signed document to: <ul style="list-style-type: none"> ▪ Chief Operations Officer ▪ Human Resources to place in employee's personnel file 	4 Performance Appraisal by Principal and/or Custodial Supervisor by July 15 <input checked="" type="checkbox"/> Checklist (Observations) / goals <input checked="" type="checkbox"/> Conference <input checked="" type="checkbox"/> Sign-off by both parties <input checked="" type="checkbox"/> Forwarding of signed document to: <ul style="list-style-type: none"> ▪ Chief Operations Officer ▪ Human Resources to place in employee's personnel file

Three (3) junior custodian observations are a minimum. Principals / Custodial Supervisor / Designee may conduct their own junior custodian observations. Principal/Designee will evaluate/observe and may request the assistance of the senior custodian in evaluating/observing the junior custodian.

Two (2) senior custodian observations are a minimum. Principals / Custodial Supervisor / Designee may make additional senior custodian observations, as needed.

**ANDOVER PUBLIC SCHOOLS
ANDOVER, MASSACHUSETTS**

JUNIOR CUSTODIAN OBSERVATION REPORT

Custodian: _____

School: _____

Observation Period from: _____ to: _____

RESPONSIBILITIES:	Excellent	Good	Satisfactory	Unsatisfactory
1. Attendance				
2. Work completed on time				
3. Work is neat and in proper form				
4. Work is completed and rechecked for thoroughness				
5. Oral communication				
6. Follows directions				
7. Maintains building security				
8. Requests clarification when instructions are not clear				
9. Performs preventive maintenance inspections/tasks as required				
10. Finds work to do when "caught up" with regular duties				
11. Assists others when necessary				
12. Attentive to building safety needs				

ATTITUDE:				
1. Initiative				
2. Cooperation with building administration and senior custodian				
3. Willingness to learn (new techniques, etc.)				
4. Courteous to all people				
5. Cooperates with others				
6. Trustworthy in confidential matters				
7. Accepts suggestions willingly				
8. Responds constructively to change; understands and adjusts to new and different situations				

	Excellent	Good	Satisfactory	Unsatisfactory
9. Reacts positively to criticism				
10. Cheerful, friendly and patient				
11. Respects authority				

Comments:

Signature of Custodial Supervisor: _____ Date: _____

Signature of Principal/Designee: _____ Date: _____
(if applicable)

Signature of Custodian: _____ Date: _____

The custodian's signature indicates that he/she has received a copy of this report and does not necessarily mean that he/she agrees with the report's content. If the custodian disagrees with anything contained in this report, he/she may submit a written response within fourteen (14) calendar days. The response will be attached to the report.

**ANDOVER PUBLIC SCHOOLS
ANDOVER, MASSACHUSETTS**

SENIOR CUSTODIAN OBSERVATION REPORT

Custodian: _____

School: _____

Observation Period from: _____ to: _____

RESPONSIBILITIES:	Excellent	Good	Satisfactory	Unsatisfactory
1. Attendance				
2. Performs routine custodial duties requiring a moderate measure of responsibility, i.e. operating heating equipment and advise as to making repairs and purchases				
3. Supervises and observes, for evaluation purposes, junior custodians				
4. Trains, assigns and supervises subordinate personnel and recommends training, as required				
5. Performs minor building and maintenance tasks, i.e., inventory control and requisitioning supplies				
6. Maintains cleanliness of building (interior and exterior), i.e., removes snow and ice and trash from building and grounds				
7. Adheres to energy-savings program guidelines established by the Department of Plant & Facilities				
8. Sets-up, moves and removes special equipment and furniture, as required				
9. Oversees preventive maintenance inspections and performs routine preventive maintenance tasks				
10. Active Custodial Resource Team participant				

ATTITUDE:				
1. Initiative				
2. Cooperation with building administration				
3. Willingness to learn (new techniques, etc.)				

**ANDOVER PUBLIC SCHOOLS
ANDOVER, MASSACHUSETTS**

JUNIOR CUSTODIAN EVALUATION REPORT

Custodian: _____

School: _____

Observation Period from: _____ to: _____

RESPONSIBILITIES:	Excellent	Good	Satisfactory	Unsatisfactory
1. Attendance				
2. Work completed on time				
3. Work is neat and in proper form				
4. Work is completed and rechecked for thoroughness				
5. Oral communication				
6. Follows directions				
7. Maintains building security				
8. Requests clarification when instructions are not clear				
9. Performs preventive maintenance inspections/tasks as required				
10. Finds work to do when "caught up" with regular duties				
11. Assists others when necessary				
12. Attentive to building safety needs				

ATTITUDE:				
1. Initiative				
2. Cooperation with building administration and senior custodian				
3. Willingness to learn (new techniques, etc.)				
4. Courteous to all people				
5. Cooperates with others				
6. Trustworthy in confidential matters				
7. Accepts suggestions willingly				
8. Responds constructively to change; understands and adjusts to new and different situations				

	Excellent	Good	Satisfactory	Unsatisfactory
9. Reacts positively to criticism				
10. Cheerful, friendly and patient				
11. Respects authority				

Comments:

Signature of Custodial Supervisor: _____ Date: _____

Signature of Principal/Designee: _____ Date: _____

Signature of Custodian: _____ Date: _____

The custodian's signature indicates that he/she has received a copy of this report and does not necessarily mean that he/she agrees with the report's content. If the custodian disagrees with anything contained in this report, he/she may submit a written response within fourteen (14) calendar days. The response will be attached to the report.

**ANDOVER PUBLIC SCHOOLS
ANDOVER, MASSACHUSETTS**

SENIOR CUSTODIAN EVALUATION REPORT

Custodian: _____

School: _____

Observation Period from: _____ to: _____

RESPONSIBILITIES:	Excellent	Good	Satisfactory	Unsatisfactory
1. Attendance				
2. Performs routine custodial duties requiring a moderate measure of responsibility, i.e. operating heating equipment and advise as to making repairs and purchases				
3. Supervises and observes, for evaluation purposes, junior custodians				
4. Trains, assigns and supervises subordinate personnel and recommends training, as required				
5. Performs minor building and maintenance tasks, i.e., inventory control and requisitioning supplies				
6. Maintains cleanliness of building (interior and exterior), i.e., removes snow and ice and trash from building and grounds				
7. Adheres to energy-savings program guidelines established by the Department of Plant & Facilities				
8. Sets-up, moves and removes special equipment and furniture, as required				
9. Oversees preventive maintenance inspections and performs routine preventive maintenance tasks				
10. Active Custodial Resource Team participant				

ATTITUDE:				
1. Initiative				
2. Cooperation with building administration				
3. Willingness to learn (new techniques, etc.)				

Custodian: _____

	Excellent	Good	Satisfactory	Unsatisfactory
4. Courteous to all people				
5. Cooperates with others				
6. Trustworthy in confidential matters				
7. Accepts suggestions willingly				
8. Responds constructively to change; understands and adjusts to new and different situations				
9. Reacts positively to criticism				
10. Cheerful, friendly and patient				
11. Respects authority				

Comments:

Signature of Custodial Supervisor: _____ Date: _____

Signature of Principal/Designee: _____ Date: _____

Signature of Custodian: _____ Date: _____

The custodian’s signature indicates that he/she has received a copy of this report and does not necessarily mean that he/she agrees with the report’s content. If the custodian disagrees with anything contained in this report, he/she may submit a written response within fourteen (14) calendar days. The response will be attached to the report.

Appendix D

Guidelines for Custodial Resource Team (CRT)

1. Introduction

The Senior Custodian at each Andover Public School (APS) makes every effort to maintain high cleaning standards. In order to ensure that these high cleaning standards can be implemented and maintained, Senior Custodians will meet on a regular basis for the purpose of training and professional development.

2. Purpose

The purpose of the CRT is to provide a useful mechanism for the Custodial Supervisor to assess the level of service and competency being provided and implement improvements when needed, and for Custodians to receive training and professional development relevant to their jobs, thereby, maintaining a high cleaning standard at all times.

3. Scope

The following guidelines shall apply to all Senior Custodians (or his/her designee if unavailable to participate) assigned from each district school. CRT Members will receive an annual stipend as described in Article 15, Section 1D. The stipend is for professional development totaling no more than 12 hours per year, which will be scheduled and coordinated by the Custodial Supervisor in rotating locations at a time outside of the Senior Custodian's normal workday. For Fiscal Year 2022, the number of hours of annual professional development for the CRT will be pro-rated as of the date of ratification of this contract.

**APPENDIX E
ANDOVER PUBLIC SCHOOLS
Mileage Reimbursement Form**

Name:			Date:	
School:			Mileage for the month/year of:	
Number of Trips (One Way)	From	To	Mileage One Way	Total Mileage
	AHS /West Middle	Bancroft	2.40	0.00
	AHS /West Middle	Doherty	1.00	0.00
	AHS /West Middle	High Plain/Wood Hill	3.20	0.00
	AHS /West Middle	Sanborn	2.00	0.00
	AHS /West Middle	Shawsheen	1.90	0.00
	AHS /West Middle	South	4.00	0.00
	AHS /West Middle	West Elementary	1.20	0.00
	Bancroft	Doherty	1.50	0.00
	Bancroft	High Plain/Wood Hill	5.40	0.00
	Bancroft	Sanborn	4.40	0.00
	Bancroft	Shawsheen	3.40	0.00
	Bancroft	South	2.30	0.00
	Bancroft	West Elementary	3.60	0.00
	Doherty	High Plain/Wood Hill	4.80	0.00
	Doherty	Sanborn	3.00	0.00
	Doherty	Shawsheen	1.90	0.00
	Doherty	South	2.75	0.00
	Doherty	West Elementary	2.20	0.00
	High Plain/Wood Hill	Sanborn	2.60	0.00
	High Plain/Wood Hill	Shawsheen	4.00	0.00
	High Plain/Wood Hill	South	6.20	0.00
	High Plain/Wood Hill	West Elementary	3.00	0.00
	Sanborn	Shawsheen	3.00	0.00
	Sanborn	South	3.00	0.00
	Sanborn	West Elementary	2.00	0.00
	Shawsheen	South	4.70	0.00
	Shawsheen	West Elementary	1.50	0.00
	South	West Elementary	4.50	0.00
	Round Trip	All Schools	23.00	0.00
Additional Trips - attach mapquest/googlemaps mileage for backup				
				0.00
				0.00
				0.00
				0.00
* No reimbursement allowed for trips under 1 mile			Total miles:	0.00
Change rate if applicable....RATE =			\$ 0.545	Reimbursement total: \$0.00