



AGREEMENT

BETWEEN THE
FITCHBURG EDUCATION ASSOCIATION
SCHOOL CUSTODIANS
of MTA/NEA
UNIT "A" and UNIT "B"

AND

FITCHBURG SCHOOL COMMITTEE

JULY 1, 2024 - JUNE 30, 2027

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ARTICLE I

INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the School Committee and the Union, to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the City of Fitchburg under conditions which will insure economy of operation, quality and quantity of performance, cleanliness of the buildings, and protection of the property.

By the consummation of the Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Union; to formulate work rules to govern the relationship; to set forth the agreement of the parties with respect to rates of pay, hours of work and condition of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system of the City of Fitchburg. In seeking to achieve those goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II

RECOGNITION

SECTION 1

Subject to any applicable provisions of State or Federal Law or regulation, now or hereinafter in effect, the Fitchburg School Committee (herein referred to as the "COMMITTEE" or the "EMPLOYER") recognizes the Fitchburg Education Association (herein referred to as the "UNION" or the "EMPLOYEES") as the sole and exclusive collective bargaining agent with respect to wages, hours and terms and conditions of employment for all full-time certified Civil Service employees as well as all regular, permanent non-civil service employees in the following unit: all senior and junior building custodians plus all maintenance utility workers, ground workers, mechanics, technicians, delivery utility employees, and including any other custodial positions named in this agreement, and excluding supervisors and all other school department employees.

SECTION 2

The Committee will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Union or changing any condition contained in this Agreement.

SECTION 3

This Agreement is a complete agreement between the parties covering all mandatory subjects of bargaining. To the extent that any rule or regulations of the Committee shall be in direct conflict with the terms of this Agreement, then the terms of this Agreement shall govern.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to bargain with the Union concerning any modifications or additions which are to be effective during the term hereof. No change or modification of this Agreement shall be binding upon the Committee or the Union unless reduced to writing by their duly authorized representatives.

SECTION 4

As used herein, the phrase "Unit B Employees" refers to employees in the following classifications:

Delivery Utility, Electricians, Groundworkers, Maintenance Persons, Carpenters, Mechanics, Utility Custodians, Caretakers, and Technicians. The phrase "Unit A Employees" refers to all other employees covered by this Agreement.

ARTICLE III **RIGHTS OF UNION**

SECTION 1

The Union shall designate collective bargaining representatives and grievances representatives whose name shall be forwarded to the Committee. The Committee will recognize such representatives in their respective capacities so long as the designation from the Union remains in effect.

SECTION 2

There shall be no discrimination, interference, restraining or coercion by the Committee or the Union against the employee because of membership or non-membership in the Union. The Union agrees to represent all employees covered in the unit and to admit said persons to membership subject only to payment of periodic dues or fees. There shall be no discrimination by either party to the employee because of race, color, creed, age or sex.

SECTION 3

Any employee may see his personal file by going to the Director of Personnel and asking to see it by appointment.

ARTICLE IV **DUES DEDUCTION**

The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted an appropriate authorization card.

The Committee will incur no liability for loss of dues monies after depositing same in the United States Mail properly addressed to the Secretary-Treasurer of the Association.

The union shall indemnify and save the Committee and/or the City of Fitchburg harmless against all claims, suits or other forms of liability which may arise by reason of any action taken in making deductions, and remitting the same to the Union pursuant to this Section.

The Union Treasurer shall inform the Treasurer of the City of Fitchburg of any modification to dues deductions.

ARTICLE V **RIGHTS OF COMMITTEE**

The Committee is a public body established under and with the power provided by the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Fitchburg charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Fitchburg School system, it is acknowledged that the Committee has the final responsibility of establishing all rules and regulations of the Public Schools of Fitchburg.

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

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance arbitration proceeding.

ARTICLE VI **CIVIL SERVICE**

The Union, in recognition of the Committee's having affirmed its belief in and compliance with State Law insofar as they define the rights, duties and obligations of the municipality under the General Laws under the Rules, Regulations and Procedures of the Civil Service Commission (Massachusetts General Laws, Chapter 31) relative to employees seniority, promotion, reassignment, discharge, reduction in rank, removals and suspensions hereby agrees that any grievances, complaint or appeal which, under past practices and procedures would normally have come within the jurisdiction of said Civil Service Commission are hereby specifically excepted and removed from the grievance provisions of this Agreement. In such circumstances, the individual and the Union specifically agree to seek any redress and remedy through the procedure of said Civil Service Commission and not through the provisions of said Agreement. Nothing in this Agreement shall relinquish or diminish any rights which the employees have under the provisions of the Civil Service Law.

ARTICLE VII **GRIEVANCES**

SECTION 1

Subject to the provisions of Article VII, a grievance shall be defined as:

1) Any complaint by a staff member in the unit covered by this Agreement or the Association that the employee has been subject to a direct violation of an express provision of this Agreement, or 2) has been subject to an unfair or discriminatory act contrary to established policy or practice specifically approved by the School Committee.

Before a formal grievance is filed under Section 2, an earnest effort shall be made to adjust such grievance immediately and informally by a conference between the employee, the Association representative and the immediate supervisor. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

SECTION 2

A grievance must be represented within twenty-one (21) working days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below:

Step 1 - The Association shall represent the grievance in writing to the Supervisor of the building in which he/she is employed or to the Director of School Building Maintenance. The grievance must state the specific provision of the Agreement which is alleged to have been violated. The Supervisor shall attempt to adjust the matter and shall give his/her answer within ten (10) working

days. In the event the Supervisor is not involved with the specific grievance, he/she will immediately refer the matter on to

Step 2 - Be presented in writing to the Superintendent of Schools or his Designee, within fifteen (15) days after the answer of the Supervisor is due. The matter shall be investigated and a meeting set up within ten (10) working days of the receipt of the written grievance. The Superintendent shall respond in writing to the grievance within ten (10) working days after such meeting. If the matter is not satisfactorily settled at this Step, it may

Step 3 - Be appealed in writing to the Superintendent and when appropriate to the School Committee within fifteen (15) working days. The Committee or its designated representatives and the employee together with a representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days of the reference to the Committee. The School Committee will give its written answer to the grievance within the ten (10) days following the conclusion of that meeting. If no satisfactory settlement of the grievance is made at this Step, it may

Step 4 - Be appealed to arbitration by written notice of such intention to appeal within twenty (20) working days after the Committee's answer is due. The appeal to arbitration shall be initiated by submitting a written notice of the intention to arbitrate within the period of ten (10) working days and shall be governed by the procedures set forth in Article VII.

SECTION 3

A grievance not initiated within the time limits specified shall be deemed waived. Failure of a party to appeal a decision within the time limits specified shall mean that the grievance is considered settled on the basis of the decision last made and shall not be eligible for further appeal. In the event that the principal, supervisor or School Committee shall fail to answer an appeal within the time limits specified, the grievant shall have the right to take the grievance to the next step immediately. The above time limitations may be amended or waived by mutual written agreement of the parties.

SECTION 4

No reprisals of any kind will be taken by the Committee or any member of the administration or by the Association against any participant in the grievance.

SECTION 5

All grievances involving decisions outside the realm of the responsibility of the building Supervisor or Supervisor of Maintenance or which affect a group of employees may be submitted by the Association at Level 2 of the procedure within twenty-one (21) school days following the occurrence of the grievance.

ARTICLE VIII **ARBITRATION**

SECTION 1

In the event either party elects to submit a grievance to arbitration, the Superintendent and the Association shall attempt to mutually select an arbitrator. If the Superintendent and the Union have not agreed within five (5) working days after written notice set forth above of the intention to arbitrate, then the party demanding arbitration shall request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

SECTION 2

The fees of the American Arbitration Association, if any, and the fees of the arbitrator and the expenses of any required hearings shall be equally shared by the Committee and the Association. Each party shall bear the expenses of its own witnesses, participants, and for the presentation of its own case. In no event shall any member of the Committee have a personal obligation for any payment under the provisions of this Agreement.

SECTION 3

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasons and conclusions. The arbitration shall arrive at his/her decision solely upon the facts and evidence and conditions presented by the parties through the arbitration procedure.

The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principles that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be binding upon the Committee, the Association and any employee or group of employees who initiated the grievance.

SECTION 4

The parties may mutually agree to submit more than one pending grievance to the same arbitrator.

ARTICLE IX
NO STRIKE

SECTION 1

In consideration of the terms of this Agreement and the remedies provided through the Civil Service Laws and the arbitration provisions for the orderly adjustments of disputes, the Union and its members individually and collectively agree that for the term hereof they shall not engage in, cause, induce, sponsor, sanction, encourage, condone, assist or participate in any strike, work stoppage, slowdown, concerted absence or refusal to perform assigned duties or other illegal activities directed against the Fitchburg School System.

SECTION 2

In the event the Union disclaims such activities publicly and in writing to the Committee and advises individuals concerned that such activity is illegal and in violation of this Agreement and instructs them to cease such activities, the Union will not be liable for the actions of any individuals.

SECTION 3

Any employee who participates in such activities shall be subject to discipline and discharge proceedings by the School Superintendent.

ARTICLE X
APPOINTMENT - VACANCIES

SECTION 1

Positions covered by this collective bargaining agreement are subjected to Civil Service rules and regulations both as to appointments and as to promotional examinations. Regular non-Civil Service employees would be covered only by the provisions of this Agreement.

SECTION 2

Where applicable, subject to the provisions of the Civil Service rules, all appointments of employees shall be made by the Superintendent of Schools. The salaries of persons appointed shall be fixed by the Superintendent in accordance with the terms of this Agreement.

SECTION 3

It is a prerogative of the Superintendent to establish the number of personnel and classifications required. The assignment of all employees shall be made by the Superintendent/or Designee. When a school building is replaced by one or more new structures, custodial replacements will be determined by the Superintendent/or Designee.

SECTION 4

In filling vacancies within the unit, due consideration will be given to the request of the employee and his length of service within the classification, and his skill, ability, and proper qualifications for the position.

SECTION 5

Notices of all such vacancies and notices of Civil Service examination will be posted in each school and support buildings. Said notices will indicate the location and classification of employee which the position requires together with the date by which applications for such positions or transfers must be submitted. Employees who wish to be considered for any position shall make written application to the Superintendent of Schools or his/her designee. All such applications shall be at the discretion of the Superintendent/Designee and, where applicable subject to the provisions of the Civil Service rules and regulations.

The Committee shall make every effort to post anticipated vacancies e.g., those which are due to retirements or construction of new buildings as far in advance as is reasonably practical.

When a school is closed, the displaced custodian will accept any vacant custodial position and will thereafter be able to bid on vacancies in accordance with Section 6.

SECTION 6

Notice of vacancy will be posted in each school and support building within five (5) working days of vacancy by the Superintendent of Schools for a period of five (5) working days. Any job elimination or creations shall be reduced to writing and a copy sent to the Union president.

Employees desiring to apply for posted positions will apply within five (5) working days of the posting of the notice. The most senior qualified internal applicant who applies for a vacancy which is a lateral move shall be granted that position. An internal applicant who applies for a vacancy which is a promotion shall have their seniority considered as part of the district's determination of assignment.

No more than two (2) bids per year in the same classification can be made by any employee.

SECTION 7

All job descriptions shall be in writing and conform to Civil Service requirements.

SECTION 8

The Superintendent of Schools reserves the right to determine or to change the number and classification of people required. Upon the request of the Union, the Superintendent will meet with the Union to discuss and confer regarding the effects of such change. Notice of such change shall be given to affected employees.

SECTION 9

Custodian and Maintenance personnel not subject to this Agreement may perform work normally

performed by employees subject to this Agreement.

SECTION 10

Separation from service because of lack of work, lack of money or from the abolition of positions shall be made in accordance with the provisions of G.L., C. 31, S41.

ARTICLE XI
SENIORITY

SECTION 1

For purposes of this Agreement seniority for purposes of Article X shall begin on the date of permanent appointment to the classification as follows: Building Custodian - date of permanent position in the classification; Senior Building Custodian - date of promotional appointment in the classification; Maintenance Employees - date of permanent appointment in the classification.

In the event that it becomes necessary to reduce the number of employees covered by this agreement, seniority will be a factor in determining this reduction, however, it will not be the only factor. Performance evaluations including knowledge of the position, attendance, and demonstrated skills associated with job performance will also be factors.

SECTION 2

For purposes of determining vacation and the salary retirement adjustment, seniority shall be the length of continuous service in the Fitchburg Public Schools and/or the City of Fitchburg.

SECTION 3

The seniority list will be updated as necessary and made available via hard copy and/or electronic distribution.

SECTION 4

An employee shall lose his/her seniority for the following reasons: a) s/he terminates his position with the School Department; b) s/he is discharged; c) s/he retires; d) job abandonment (after three consecutive, unexcused days without extenuating circumstances).

ARTICLE XII
MAINTENANCE OF BUILDINGS

SECTION 1

All Unit B employees shall be directly responsible to the Supervisor of Building Maintenance. In each school building, Unit A employees shall be directly responsible to the Senior Custodian, Supervisor of Building Maintenance and Principal, who has the final responsibility for the custodians of the building.

SECTION 2

Every employee is expected to be safety conscious and make every effort to follow safety precautions in connection with his/her work and to eliminate safety hazards for students and staff personnel in the area of his/her responsibilities.

SECTION 3

The filling of day-to-day vacancies shall be handled by the Superintendent of Schools or his/her duly authorized agent or representative who shall be responsible for assigning substitutes in case of absences. If it is anticipated that a senior custodian will be absent for a long term, the position will be posted on a

temporary basis, and put out to bid as a temporary position.

SECTION 4

Employees covered by this Agreement shall do all work related to their job classifications to keep the buildings appurtenances hereto in proper condition throughout the year.

SECTION 5

All employees subject to this Agreement shall cooperate with the teachers in protecting school property from damage, and shall report to the principal and Supervisor of Building Maintenance the pertinent facts relating to acts of defacement or destruction of the school building, furniture or other school property.

Employees covered by this Agreement shall do all work related to their job classification to keep the buildings and appurtenances hereto in proper condition throughout the year. On occasions when additional approved building usage is allowed that requires custodial time and no additional custodial coverage is provided, the administration will not be unreasonable in its expectations of the regularly assigned custodian. No one is to work out of his/her job classification unless an emergency exists, as determined by the Supervisor of Building and Maintenance.

When a junior custodian is working in the classification of a senior custodian for a period of six (6) consecutive days due to illness, he will be paid at a rate of the senior retroactive to the first day of employment in the senior classification.

When a junior custodian is working in the classification of a senior custodian for a period of three (3) consecutive days, he will be paid at a rate of the senior retroactive to the first day of employment in the senior classification, provided school is in session (excluding snow days).

If a Junior Custodian or Maintenance Utility Custodian on the second shift is required to cover for a senior custodian on the day shift, he/she will not lose the night shift differential for that day unless receiving the rate of the Senior Custodian under the previous paragraph.

SECTION 6

The Union shall be notified in writing of any change in an employee's status.

ARTICLE XIII **HOURS OF WORK - OVERTIME**

SECTION 1

This Article is intended to provide the basis for the calculation of overtime pay and shall not be construed as limiting or determining the nature of the shift arrangements or the day or hours on which any particular employee shall begin or end, or as a restriction on the Administration's right to require work in excess of any specific period.

SECTION 2

For payroll purposes, the work week shall begin on Sunday 12:01 a.m. and continue for seven (7) consecutive days. The normal work day is eight (8) hours per day. The normal work week is forty (40) hours per week, Monday thru Friday. During the term of this Agreement no presently employed Unit A employees and no presently employed Unit B employees will have their regular schedule changed to include work on Saturday and Sunday. For late shifts, shift options shall include 12 p.m.-8 p.m. shifts and 2 p.m.-10 p.m. shifts; Building Principals shall determine which shift option will be worked by their late shift custodians.

SECTION 3

It is recognized that work schedules may be established and altered by the Superintendent of Schools, his/her designee, or the Principal of the building involved. If permanent changes in work schedules are contemplated, the Union will be consulted before permanent changes are implemented.

SECTION 4

Time actually worked in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be considered as overtime and shall be paid at the rate of time and one-half. When offered an overtime opportunity, the employees shall have the option of receiving overtime pay or adjusting their shift, so that the employee can leave after eight (8) hours of work. Example: a 2:00 pm to 10:00 pm junior custodian is asked to come in at 11:00 am (three (3) hours early). The employee can opt for 3 hours of overtime pay (at time and one-half) or may choose to end their shift at 7:00 pm (subject to the operational needs of the building).

SECTION 5

Overtime, as defined in Section 4 above, shall be paid at a rate of time and one-half if worked on Saturday and double-time if worked on Sunday. Time worked on holidays shall be paid at the rate of double time. Paid holidays, vacation days, sick days and personal days paid for but not worked shall be considered as time worked when computing overtime.

SECTION 6

When school buildings are used for meetings of teachers, pupils or other persons connected with the school, custodians shall not be allowed any additional compensation beyond their normal hourly rate on account of such occupancy.

SECTION 7

In instances where school buildings are occupied outside of the normal working hours of the custodian by any person or organization, police attendance and custodial services as directed by the Superintendent/Designee, may be engaged and paid for by the renting organization. The Superintendent/Designee in all instances where school buildings are being used for any purpose, shall determine whether custodial services are required.

SECTION 8

The normal work week is forty (40) hours per week, Monday through Friday. All overtime will be distributed among employees in accordance with the provisions of Section 10 of this article.

SECTION 9

Any employee retained on duty by the Superintendent/Designee at the expiration of his/her regularly scheduled shift or who is called to work before his/her regularly scheduled shift shall be paid one and one-half times his basic rate of pay for his/her overtime hours.

SECTION 10

Overtime shall be impartially distributed among Unit A and Unit B personnel in each area who ordinarily perform such work in the normal course of their work week. A Building-based rotation list will be maintained for the purpose of overtime. When, in case of emergency, it is necessary to call in personnel from other work sites to aid and assist, the personnel from the other work sites shall be released from their duties first when the work load lessens. Beyond the 40 hour workweek, employee's called for overtime will be paid no less than 3 hours of overtime for that shift when called in to work.

SECTION 11

The employer shall provide a bona fide paid thirty (30) minute lunch break period for each workday and no employee will be required to work more than six (6) consecutive hours without that break. In addition, one (1) ten minute rest period without loss of pay shall be granted during the regular shift of eight hours.

Scheduling of breaks will be made with the Supervisor of Building Maintenance or Principal who are authorized to make exceptions on a case by case basis and are not to be used to shorten the length of the regularly scheduled workday.

SECTION 12

On Professional Days when students are not in attendance, at the discretion of the Supervisor of Building Maintenance and Grounds, bargaining unit members who normally work the 2:00 to 10:00 PM shift may be allowed to work an earlier shift such as 9:00 AM to 5:00 PM.

SECTION 13

Custodial Summer hours will mirror the clerical schedule, such that custodians have the ability, with the approval of their supervisor, to work a 4 day week with 10 hour shifts as their regular hours. *This language is a pilot for the 2024-2027 CBA and shall sunset if not renewed in the successor agreement.*

SECTION 14

Facilities Management Staff may approve appropriate custodial staff, including groundskeepers and school building maintenance, to drive District vehicles to and from their personal residence when doing so would enhance staff's response to anticipated after hours' calls. Staff shall not drive vehicles to/from their home without prior approval from Facilities Management Staff.

ARTICLE XIV
HOLIDAYS

SECTION 1

All employees covered by this Agreement shall be paid eight (8) hours' pay at straight time wage on the following holidays (whenever they fall on or are observed on a regular work day):

½ day before New Year's
New Year's Day
Martin Luther King Day
President's Day
½ day of Good Friday
Patriot's Day
Memorial Day
Juneteenth

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
½ day before Christmas
Christmas Day

In the event a holiday falls during an employee's vacation period, s/he will receive an additional day's vacation.

ARTICLE XV
VACATIONS

SECTION 1

In their first year of employment, any employee covered by this Agreement shall be granted paid vacation of two (2) weeks after being employed for ninety (90) calendar days.

In their second (2nd) through and including their fourth (4th) years of service, any employee covered by this Agreement shall be entitled to a paid vacation of two (2) weeks as of July 1 of that fiscal year.

Any employee covered by this Agreement who has five (5) years of service but less than ten (10) years of service shall be entitled to a paid vacation of three (3) weeks as of the July 1 immediately following the attainment of these years of service.

Any employee covered by this Agreement who has more than ten (10) years of service shall be entitled to paid vacation of four (4) weeks as of the July 1 immediately following the attainment of these years of service.

Members of the bargaining unit, effective on the July 1 immediately following the attainment of fifteen (15) years of service in the Fitchburg Schools will be entitled to a fifth (5th) week of paid vacation. The employee will have the option of taking this 5th week of vacation either time-off or in pay. Use of this fifth week of vacation in time-off will not be allowed during the two-week period immediately preceding the start of the school year nor during vacation periods in December, February or April, except with management approval.

Members of the bargaining unit will after 20 years be given a sixth week vacation in money only. Bargaining unit members must submit a written request to the Administrator of Human Resources for payment of the sixth vacation week.

SECTION 2

Vacation periods are to be scheduled by the Superintendent of Schools or his/her designee in accordance with the following procedures. Vacation request slips will be distributed to workers by March 1st. Workers must return vacation request slips to management by May 1st. Employees will be notified no later than June 1st as to whether such requests have been approved (for the upcoming fiscal year - July 1 to June 30). The administration shall keep an up to date virtual calendar of scheduled vacations which will be shared with all unit employees for reference and planning purposes.

Members in "Unit A" jobs shall submit all vacation requests to their senior custodian, who will then submit the request to the Supervisor. Members in "Unit B" jobs shall submit requests directly to the Supervisor.

After the vacation scheduling period, any unscheduled vacation time may used in the following manner:

- A full week vacation may be scheduled with at least fourteen (14) calendar days' notice to the Superintendent or designee (subject to the operational needs of the District). Staff are encouraged to request their vacation as far in advance as is feasible. No more than 50% of a building's SBM staff may be scheduled for the same week's vacation. Additional vacations may be granted subject to the approval of the Superintendent of Schools or designee (subject to the operational needs of the District and utilization of provisional employees).
- During the normal vacation period (July 1 - August 30), provisional employees may be utilized in order to allow greater than 50% of a building's staff to schedule the same vacation week.
- Individual vacation day requests, must be received at least two (2) business days prior to an individual vacation day, and may be granted only with the Superintendent's or designee's approval. The two (2) business day period may be waived due to emergency circumstances.
- Vacation scheduling for Unit B employees will be granted by the Superintendent or designee.

SECTION 3

Vacations must be taken in the fiscal year in which they are earned except that an employee may carry forward one week of his vacation from a previous year to the next year provided, however, that he takes

such vacation week together with no more than two weeks of his vacation earned in the next fiscal year at one time. The Supervisor of Building Maintenance may, with the approval of the Superintendent, allow the one week carried forward to be taken in some other manner if the needs of the department permit, provided the request is made by the employee at least forty-eight (48) hours before the vacation is to be taken.

SECTION 4

Except in cases of discharge for dishonesty, any employee who is discharged or quits between July 1 of the contract year and his/her scheduled vacation shall receive the vacation pay due him/her for that year.

ARTICLE XVI
JURY DUTY AND MILITARY LEAVE

SECTION 1

In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for work performed for the City of Fitchburg and compensation for jury service is less than their regular compensation for forty (40) hours, the Committee agrees to pay to the employees the difference between their actual weekly earnings and what they would have earned if they had performed such number of hours of work for the Committee.

SECTION 2

As a condition of receiving such payment, the employee agrees that, if during jury service he/she is discharged for the day during regular working hours, he/she will report to the Superintendent of Schools or his/her designee for such work as may be assigned.

SECTION 3

An employee performing such jury service who desires the benefit of this Article shall be required to present weekly to the School Department a certificate signed by the Clerk of Courts or other proof reasonable satisfactory to the Superintendent as to the time spent by the employee in such jury service during the week and the amount of compensation received therefor.

SECTION 4

Absence for jury duty shall not count in calculating absence limitation under other Sections, the salary paid by the Fitchburg Public Schools during such absence shall be at the regular rate, less the fee paid by the courts for such duty.

SECTION 5

The Committee will comply with all State and Federal Leave with respect to mandatory military leave of absence.

SECTION 6

Employee who is required to perform active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances they will be granted necessary leave of up to seventeen (17) days per school year and will receive the difference between their regular pay and that which they receive from the State or Federal Government.

ARTICLE XVII

PARENTAL LEAVE

SECTION 1

- a. An employee who is employed by the district for three (3) months is eligible for parental leave for the birth or adoption of a child in accordance with the provisions of General Laws, Chapter 149, Section 105D. A unit member is entitled to eight (8) weeks of parental leave for the purpose of giving birth or 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. The first two weeks of leave under this article shall be paid in full without reduction of benefit days (sick or personal time).
- b. Any unit member who intends to apply for parental leave shall notify the building Principal and Office of Human Resources in writing as soon as reasonably practical or with no less than two (2) weeks' notice. As noted above, any unit member teacher shall be entitled to utilize up to two (2) weeks of parental leave without the loss of earned time. Such leave will commence with the date of the birth or placement of an adopted child in the home. Paid parental leave is valid for both birth parents and non-birth parents alike. Birth parents are afforded additional time for recovery and/or complications in accordance with the procedures set forth in this Article and any applicable state or federal statutes.
- c. All requests for leave made under this Article, whether original requests, extensions, or renewals, shall contain the length of the leave for which the request is made. FPS recognizes that start dates in this instance may change, it is the expectation that changes to dates be made in writing and within a reasonable time frame.
- d. All requests for leave under this Article will be submitted with supporting medical documentation and/or court documents for adoption purposes. FMLA forms are available to download from www.dol.gov as well as the district website OR may be requested from the Office of Human Resources.
- e. The parties to this Agreement agree that State statutes and decisions of all Federal and State courts concerning parental leave will be applicable to this Agreement.
- f. Prior to returning to normal duties, the birth parent must submit a medical authorization to return to work.

SECTION 2

- a. Individuals who have completed at least one (1) year in the Fitchburg School System may apply for a leave of absence without pay not to exceed one (1) year, or impact upon more than one school year, for the purpose of "Child Rearing". Any request made pursuant to this section shall clearly state the inclusive dates of the leave requested and the date by which notice of return shall be given. Failure to return by the date identified and/or failure to notify of intention to return, shall constitute a resignation from the Fitchburg Public Schools.
- b. Absent emergency conditions, such leaves shall be requested by March 1 of the preceding year or at the time a parental leave is requested to extend such leave.

SECTION 3

- a. An employee returning from parental leave of absence will be placed on the current salary schedule at least at the step held prior to withdrawal and will be assigned to any school where a vacancy occurs in as comparable position as possible. In the event the employee has continued their duties under the contract through February 1 of the school year in which her leave is granted, he or she will be credited with a step on the salary schedule upon return from leave.

SECTION 4

- a. In exceptional cases, such as interrupted pregnancy, the unit member may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent.

Any provision of this article found in non-compliance with present State or Federal Statutes shall be superseded by said State or Federal standards.

ARTICLE XVIII **SICK LEAVE**

SECTION 1

Employee with less than one (1) year's service shall accrue 1 ¼ days' sick leave per month. All other employees shall be credited with fifteen (15) days' sick leave as of July 1st.

SECTION 2

Unused sick leave will accumulate from year to year up to a maximum of two hundred and thirty (230) days at the beginning of any school year. No more than two hundred and thirty (230) days will be allowed with pay in any school year except as provided below.

SECTION 3

In cases where there has been an absence of five (5) or more consecutive days, the Superintendent of Schools may require a physician's certificate as to the necessity of an absence. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent. Employees on long term sick leave must provide the Office of Human Resources with supporting medical documentation every 45 calendar days and provide an estimated return to work date.

SECTION 4

Within twenty (20) days after the completion of the fiscal year, a list of remaining sick leave will be given by the Superintendent of Schools to the Union for distribution to all members.

SECTION 5

Employees who do not use sick leave shall be granted personal leave without loss of pay up to six (6) days per calendar year of cumulative to eight (8) days in accordance with the following:

- a. Employees who do not use sick leave shall be granted one-half day of personal time for each calendar month said employees do not use sick time. Such personal time shall be cumulative to a maximum of nine (9) days and upon reaching this ceiling the employee must sell five (5) days of the nine (9) day accumulation. Employees may still sell individual personal days at anytime.

- b. The School Committee agrees to pay each permanent employee covered by this Agreement, or his/her designated Beneficiary, an amount of the money equivalent to 25% of such employee's accumulated sick leave on the date of his/her death or retirement but in no event more than \$8,000. A day's pay, for purposes of this paragraph, shall be computed at one-fifth (1/5) of the employee's regular weekly pay on the date of his/her retirement or death. This payment shall not be considered regular pay for retirement purposes.
- c. Employees will give written notice of their intention to take personal leave at least forty-eight (48) hours in advance except in cases of emergency. Any refusal in authorizing the use of a personal day must be accompanied by an explanation as to why the request is being denied.

SECTION 6

Employees who are eligible under law for use of the Family Medical Leave Act (FMLA) may use said leave for qualifying events. Additionally, if a unit member has been employed by the district for more than six months but has not reached the 1250 work hours required by FMLA, the district will provide them with an unpaid leave benefit equivalent to FMLA; staff will be required to submit FMLA equivalent documentation to substantiate the request for this leave.

ARTICLE XIX **BEREAVEMENT LEAVE**

SECTION 1

Full-time employees will be allowed up to five (5) work days of bereavement leave without loss of compensation during the school year for, each case of death in the "immediate family." "Immediate family" means the spouse, domestic partner, child, father, mother, sister, brother, grandchild, grandparents, mother-in-law, father-in-law, step-children, step-parents, or relative actually living in the employee's household. Additional days may be granted at the discretion of the Superintendent.

SECTION 2

Employees will be allowed up to three (3) days of bereavement without loss of pay for each case of death of a brother-in-law, sister-in-law, grandparent, aunt, uncle, niece, loss of pregnancy, or nephew of the employee or of their spouse/domestic partner. Additional days may be granted at the discretion of the Superintendent.

SECTION 3

Both Unit A and Unit B employees required to be absent from work on a count of serious illness of a member of the immediate family or because of other personal emergencies, may, subject to the approval of the Superintendent of Schools, receive full-time pay for such absence, without deduction from sick leave.

ARTICLE XX **ABSENCE FOR PERSONAL BUSINESS**

SECTION 1

Absence without pay may be authorized by the Superintendent of Schools for purposes which he considers urgent and which could not be performed outside of normal school hours. Salary deductions shall be made in accordance with Article IV, Section 1(c) of the Rules and Regulations of the Fitchburg School Committee.

SECTION 2

Whenever possible, the employee shall make application ten (10) days in advance of the occurrence. Length of service, previous record of absence and the purpose of the absence shall be the factors to be considered as to whether the Superintendent of Schools shall authorize such leave.

SECTION 3

Delegates shall be allowed time off with pay to attend conventions, not to exceed five (5) days in any one year (maximum - 2 delegates). All expenses to be paid by the local Union.

ARTICLE XXI
SICK LEAVE BANK

SECTION 1

Effective 2024, a Combined Sick Leave Bank (CSLB) will be maintained for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

SECTION 2

Each member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff of the Fitchburg Educational Association bargaining units shall be automatically enrolled in the CSLB upon hire and shall submit one (1) sick day from their personal accumulation to the bank on the first day of each school year. Staff who wish to opt out of the CSLB must do so in writing within thirty (30) days of their hire date - staff who opt out shall not submit one sick day per year and shall not be eligible for the benefits of the bank as explained in this section. All extant sick banks shall be combined into this bank.

One day of donated sick leave shall count as one day of sick leave for the bank, regardless of the unit of origin for the donated day.

SECTION 3

In addition to their one (1) day yearly, any member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff bargaining units may donate their unused sick days to the bank in writing at their discretion, except that no individual shall donate more than 50 sick days (in addition to their yearly donations) during their employment in Fitchburg. Said staff may donate unused sick days by notice, and explicitly may make donations as part of their severance from the district, such as by retirement or other termination of their employment. All donations shall be voluntary.

SECTION 4

All unit members who submit days into the CSLB shall be eligible for the benefits as listed in this article.

SECTION 5

Benefits from the Sick Leave Bank shall only be available after the unit member has exhausted their entire personal sick leave, both annual and accumulated, OR has documented reason to believe that they will do so imminently (as noted in Section 8).

SECTION 6

Any sick leave granted to unit members under the provisions of this Article shall expire at the end of the fiscal year. Should a unit member require additional sick bank days in the next fiscal year, the granting of such leave shall be in the purview of the sick bank committee.

SECTION 7

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the District (not within a CSLB bargaining unit) to serve at its discretion and two (2) members designated by the Education Association. Under normal circumstances this Committee shall convene to consider the eligibility of unit members to draw from the Bank. The Sick Leave Bank Committee shall keep track of days submitted and days withdrawn.

SECTION 8

Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness.

SECTION 9

Application for benefits may be made prior to the employee's exhaustion of their own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

SECTION 10

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

SECTION 11

Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

SECTION 12

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

SECTION 13

The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

- a. Medical evidence of serious extended illness
- b. Prior utilization of eligible leave

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

SECTION 14

No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family. Days may be explicitly granted for severe intermittent medical needs, such as regularly scheduled chemotherapy, at the discretion of the Sick Leave Bank Committee.

SECTION 15

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provision of the collective bargaining agreement on the same basis as other unit members.

SECTION 16

If the Sick Leave Bank drops below five hundred (500) days during this contract period, it shall be renewed by the contribution of one (1) additional day of sick leave by each eligible member of the staff

covered by this Agreement from their annual days of sick leave. Any additional days unused in the bank shall be carried over into the successive school year.

ARTICLE XXII
GENERAL

SECTION 1

If an employee’s eyeglasses are broken as a result of, or in the course of, his/her employment by the school department, the employee will replace said glasses at their expense, and will submit a receipt to the School Department for reimbursement purposes.

SECTION 2

Although employees understand that they are expected to report for work even in inclement weather, the Committee agrees that during extremes of weather it will modify work assignments of employees normally scheduled to work outside so that the health and safety of those employees will not be endangered. Leave without pay will be granted employees who do not report for a scheduled tour of duty only if reasonable, acceptable documentation is presented by those employees showing that an emergency existed that prevented them from reporting, and that reasonable efforts to report were unsuccessful. In situations in which the school is cancelled due to inclement weather, bargaining unit members required to report to work will be paid at one and one-half times (150%) their hourly rate for time spent performing required duties.

SECTION 3

The Committee agrees to pay for the tuition and books for required job-related courses taken by Unit A and Unit B employees or for other courses which the Superintendent, at his/her discretion, has approved in advance.

SECTION 4

The Committee agrees to provide Unit B employees with material, equipment, tools and special license fees required to perform the duties subject to the approval of the Superintendent or designee.

SECTION 5

Whenever an employee’s deductions are automatically increased, for example, Blue Cross/Blue Shield and/or life insurance, he/she shall be notified of the reason and the amount of money deducted from the paycheck.

SECTION 6

When a state of emergency for a weather event has been declared by the governor or mayor which would have a direct effect upon the work of the custodial staff of the Fitchburg School Department, no member of the bargaining unit shall suffer loss of pay. Unit A and Unit B employees who are required to report to work in compliance with the requirements of the state of emergency shall be paid at twice (200%) of their hourly rate for time spent performing required duties. If a state of emergency is declared for a reason not related to weather, the parties agree to bargain over the terms of work and payment for the unit during the duration of the state of emergency.

SECTION 7

In the event of the death of a member of the bargaining unit, the Fitchburg School Department agrees to pay to the designated beneficiary or the estate of said employee an amount equal to the amount of that employee’s regular wages for the remainder of the contract year in which the death occurred.

SECTION 8

New hires to the unit shall be assigned a staff mentor to assist in onboarding and initial orientation to the job. An experienced Unit B mentor shall be assigned to any new Crocker Field Caretaker. Said mentor shall be paid a stipend rate of \$1,000 for 20 hours of mentorship beyond their normal hours of work. An experienced mentor shall be assigned for any other new hire and such mentor shall be paid a stipend rate of \$500 for 10 hours of mentorship and training beyond their normal hours of work.

ARTICLE XXIII **DRESS CODE AND CLOTHING ALLOWANCE**

SECTION 1: Dress Code

It is agreed upon that a dress code is herein established to improve the appearance and safety of the School Building Maintenance Department. All unit members of the department will be required to adhere to the department dress code when at work and on the clock. Employees reporting in due to an emergency will not be held to this standard. The dress code shall be adhered to during the school year and will be uniformly administered among all employees covered by this agreement.

SECTION 2: Dress Code Provisions

- Employees are required to wear an article of organizational clothing (shirt/sweatshirt/outer garment with FPS Building Maintenance logo affixed) when at work and on the clock during the academic school year;
- Employees who report to work who do not adhere to the dress code may be subject to progressive discipline;
- Repeat violators may be placed on unpaid leave until said employee is in compliance with the dress code;
- Unprofessional clothing such as cutoff shorts, tank tops, sleeveless shirts, or torn clothing will not be permitted while on the job during the school year.
- Employees may wear solid color cargo or khaki style shorts year round
- Flip flops, sandals, crocs, open toe, open heel shoes will not be permitted any time of year;
- Footwear must be sufficient to provide safety for the employee and appropriate for the work being performed.

SECTION 3: Clothing Allowance and Requirements

- At the start of each fiscal year, the employer shall provide each employee with a payment of \$450. The employer shall provide an additional \$450 in reimbursable credit for the employee to expend as they see fit annually (July 1 – June 1) at retail suppliers of their choice. To receive this credit, the employee shall provide receipts for purchases made to the district prior to June 1 of the fiscal year and shall receive reimbursement for the cost. These funds may be used on items of clothing or on embroidery of clothing.
- Custodial unit members may receive reimbursement for clothing purchases from any vendor they so choose so long as the clothing adheres to the Dress Code as noted in Article 23, Sections 1 + 2. The employee must submit original receipts for these purchases to the Director of School Building Maintenance prior to June 1st of the current school year.

- In their first year of employment, employees shall receive this allowance after their first 90 calendar days in the district.
- Employees shall be required to show identification when purchasing with credit.
- The employer shall provide two (2) hours of paid time to shop at the retail suppliers in August. Any additional purchasing must be done on the employee's own time.
- The clothing allowance must be utilized in the fiscal year it is provided and may not be carried over. Any amount of clothing allowance not used during the year shall be forfeited on June 30th.
- The employer will notify all department employees once the utilization period is opened in the month of July.

ARTICLE XXIV

SPECIAL LEAVE

Upon written request, employees shall be given time off without loss of pay from their regularly scheduled work site (Monday through Friday at their regular rate of pay) for the following reasons:

- a. Oral and written examinations conducted by the Civil Service for promotion or reclassification within the employee's department.
- b. Hearings in industrial accident cases in the workplace in which the employee is the injured party or is subpoenaed as a witness (copy of subpoena must be provided). Any witness fees received by such employee shall be returned to the School Department.
- c. Employees will additionally be eligible for reimbursement from the Fitchburg School Department for any documented administration costs associated with Civil Service tests.

ARTICLE XXV

INJURED EMPLOYEES

Any employee suffering an injury arising out of and in the course of his/her employment and who is forced to leave the job site because of such injury shall be paid to the end of the shift.

Injury Reporting: Staff members will immediately report, in writing, to the building principal or their immediate supervisor when they are injured in the course of their work, including injuries sustained accidentally or in any cases of alleged assault and/or battery. An injured staff member will also seek appropriate medical attention. Should an injured staff member require medical attention beyond what is available in the building, they shall be given immediate release time for to obtain medical treatment for the remainder of the work day without any reduction in their pay or their accrued sick time.

Broken Item Reimbursement: The District will reimburse employees for:

- a. The replacement cost of any hearing aids, glasses, clothing or other personal property damaged or destroyed as a result of an injury caused by a student assault or other work-based incident during the workday.

- b. Reimbursements under this provision shall be limited to fair market value for the item and will only be paid if there is no insurance coverage for the employee's loss. Cell phones will ONLY be reimbursed for a maximum of \$500 and ONLY in instances where staff were using them for work duties.
- c. The maximum benefit to all FEA bargaining units under this provision shall be \$10,000 per fiscal year. Should the cost to the district reach \$6,000 in any one fiscal year, the parties shall meet to discuss the root causes of these expenses and potential solutions.
- d. The District may adopt procedures to implement this reimbursement benefit.

Personal Protective Equipment (PPE): The District shall provide appropriate Personal Protective Equipment (PPE) to protect staff from reasonably foreseeable injuries based on their work assignment. Such PPE will be provided in advance of their assignment if reasonable feasible. Employees are required to attend safety-related trainings during the school day as directed, and to follow de-escalation training protocols at all times. Any staff member may request appropriate PPE from their direct supervisor, who will prioritize ensuring staff and student safety in their procurement recommendation.

Injury Prevention: If a staff member is injured at work, the District shall analyze the situation to determine if PPE would have prevented the issue and whether the situation is reasonably likely to reoccur. If so, the appropriate PPE shall be appropriated and supplied as soon as possible.

ARTICLE XXVI **WORKERS' COMPENSATION**

Any employee when disabled by an accident or injury arising out of his employment is entitled to file for benefits under Workers' Compensation. Any injury must be reported forthwith to the Superintendent/Director of Building Maintenance. The report of injury shall be completed in triplicate, one copy shall be retained in the employee's personnel file and two copies forwarded to the Workers' Compensation Agent for the City of Fitchburg as soon as possible.

When covered by the Workers' Compensation Act, a member of the unit may also elect to receive sick leave payments to the extent permitted by General Laws, Chapter 152, Section 69, whereby such sick leave payments will be chargeable pro rata against accumulated sick leave and whereby the amount, when added to Workers' Compensation benefits does not exceed his or her full salary or wages.

In instances where accumulated sick leave is exhausted, the member of the unit will only receive the applicable Workers' compensation benefits.

Effective September 9, 1983, a member on Workers' Compensation will not earn or be credited with sick leave as described in Article XVIII or be eligible for holiday pay as described in Article XIV.

An employee who is injured due to an assault by a student in the course of their duties for which Workers' Compensation benefits are awarded shall have their Workers' Compensation benefits supplemented by the District, without charge to their sick leave accrual, such that the employee receives their base salary or wages for a period of up to 30 days. Thereafter, the employee may use their personal sick leave such that the employee receives their base salary or wages for a period of up to 30 days.

ARTICLE XXVII
SHORT-TERM PROVISIONAL EMPLOYEES

Short-term provisional employees may be utilized by the Fitchburg School Department under the following conditions:

- a. To provide coverage for full-time permanent employees who are utilizing vacation leave.
- b. To provide coverage for full-time permanent employees who are unable to perform their job responsibilities because of extended sick leave. Before short-term provisional workers are used in this context, notification must be provided to the Association by the Fitchburg School Department of the need for such short-term employees. Members of the bargaining unit will have the option of bidding on these positions on a temporary basis before being filled with the short-term provisional workers. Nothing included in this Article is intended nor should be construed to allow for the use of temporary employees to permanently replace any bargaining unit member covered under the provisions of this Agreement.

ARTICLE XXVIII
SAFE AND HEALTHY BUILDINGS

SECTION 1

Doors: The District will secure exterior doors of worksites as a general practice. All staff will have access through main points of entry as determined by the District and shall be provided the necessary technology, e.g., key fob, passcode, necessary for such access. Staff may not prop doors open while unmonitored. In the event of a malfunction, staff are strongly encouraged to report the malfunction to building administration.

SECTION 2

Cameras: The District monitors school buildings using cameras. The District will determine where cameras are most appropriate and shall adopt a policy regarding which school officials may have access to the camera feeds by February 1, 2025. Cameras will be placed in public spaces in the buildings and shall not be used to monitor specific staff.

SECTION 3

Facilities Issues: Upon becoming aware of a facilities issue which may contribute to accident, injury, or illness - such as an equipment failure, flooding, etc. - the District shall immediately notify via email all staff who may be affected by such a hazard and union leadership.

SECTION 4

Facilities Testing and Reporting: The District will conduct environmental safety testing such as air quality, ventilation, asbestos, mold and water quality testing when the District receives information that reasonably suggests a potential environmental hazard. The District will share any reports that result from such testing with the FEA. The District will evaluate the results of any such test and determine what actions are reasonably available to remediate any environmental hazards identified through such testing. For the purposes of this paragraph, environmental hazards shall mean a condition that does not meet state or federal standards.

SECTION 5

Should a staff member become aware of a facilities issue which may cause accident, injury, or illness, they will report said issue to their immediate supervisor as soon as possible. The supervisor shall work with administration and appropriate staff to investigate said issue as soon as possible and evaluate the need for

remediation. If remediation is necessary, the District will determine what actions are reasonably available and remediate such facilities issue.

SECTION 6

No Retaliation: The parties agree that no staff member will be retaliated against for filing a report of an unsafe or unhealthy working condition or for reporting a facilities issue.

ARTICLE XXIX
MISCELLANEOUS

SECTION 1

Interpretation: The District will make available interpretation services, as necessary, to support non-classroom communication between bargaining unit members and parents, guardians and other caregivers, provided bargaining unit members must request these services at least 1 week in advance except in urgent circumstances.

SECTION 2

Personnel File: Any Unit Member shall have access to their personnel file during school department hours, provided they schedule an appointment at least 24 hours in advance, at a mutually agreeable time. No material derogatory to a Unit Member's conduct, service, character, or personality will be placed in the personnel file unless the member has had an opportunity to review the material. The member will acknowledge that they have had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written response to such material and their response shall be attached to the file copy.

SECTION 3

Break Room: Staff shall have access to a staff-only break room with a working refrigerator and sink for their lunches and for use during other unassigned periods. There will be at least one such room at every building.

SECTION 4

Stipends: Qualified unit members may apply for any posted stipend positions under Teachers Contract Article VIII and are eligible to receive payment for those as indicated in Teachers Contract Appendix III and IV.

ARTICLE XXX
DURATION

Provisions of the Agreement will be in effect as of July 1, 2024 and continue in force through and including June 30, 2027.

In addition, the School Committee has agreed that the PRE-TAX EXEMPTION proposal by the Union will be implemented at such a time when it is available to all employees of the City of Fitchburg.

ARTICLE XXXI
WAGES

Unit members shall advance to their next step as appropriate on July 1 of each fiscal year.

SALARY SCHEDULES

24-25 Cost of Living Adjustment: 3%

25-26 Cost of Living Adjustment: 2.5%

26-27 Cost of Living Adjustment: 3%

	2024-2025 (3.0%)					
Group A	Step 1	Step 2	Step 3	Step 4	Step 11 (10+ Yrs)	Step 16 (15+ Yrs)
Sr. Custodian FHS	\$27.78	\$28.63	\$29.01	\$29.89	\$30.28	\$31.19
Sr. Custodian	\$26.62	\$27.47	\$27.85	\$28.69	\$29.07	\$29.94
Building Custodian	\$23.53	\$24.44	\$24.76	\$25.50	\$25.83	\$26.60
Group B	Step 1	Step 2	Step 3	Step 4	Step 11 (10+ Yrs)	Step 16 (15+ Yrs)
HVAC Technician / Utility	\$32.08	\$33.20	\$33.67	\$34.83	\$35.32	\$36.38
Building Maintenance Carpenter / Utility	\$30.50	\$31.05	\$31.48	\$32.56	\$33.02	\$34.01
Building Maintenance Person / Utility	\$26.48	\$27.47	\$27.85	\$28.80	\$29.20	\$30.07
HVAC Mechanic / Utility	\$25.59	\$26.47	\$26.83	\$27.74	\$28.13	\$28.97
Delivery / Utility	\$22.14	\$23.11	\$23.42	\$24.21	\$24.54	\$25.27
District Custodian / Utility	\$23.67	\$24.57	\$24.89	\$25.73	\$26.08	\$26.86
Crocker Field / District Groundskeeper / Utility	\$26.16	\$27.07	\$27.44	\$28.46	\$28.88	\$29.75

	2025-2026 (2.5%)					
Group A	Step 1	Step 2	Step 3	Step 4	Step 11 (10+ Yrs)	Step 16 (15+ Yrs)
Sr. Custodian FHS	\$28.48	\$29.35	\$29.73	\$30.64	\$31.04	\$31.97
Sr. Custodian	\$27.29	\$28.16	\$28.54	\$29.41	\$29.79	\$30.69
Building Custodian	\$24.12	\$25.05	\$25.38	\$26.14	\$26.47	\$27.27
Group B	Step 1	Step 2	Step 3	Step 4	Step 11 (10+ Yrs)	Step 16 (15+ Yrs)
HVAC Technician / Utility	\$32.88	\$34.03	\$34.51	\$35.70	\$36.20	\$37.29
Building Maintenance Carpenter / Utility	\$31.26	\$31.83	\$32.27	\$33.38	\$33.84	\$34.86
Building Maintenance Person / Utility	\$27.14	\$28.16	\$28.54	\$29.52	\$29.93	\$30.82
HVAC Mechanic / Utility	\$26.23	\$27.13	\$27.50	\$28.44	\$28.83	\$29.70
Delivery / Utility	\$22.70	\$23.69	\$24.01	\$24.81	\$25.15	\$25.91
District Custodian / Utility	\$24.26	\$25.18	\$25.51	\$26.37	\$26.73	\$27.54
Crocker Field / District Groundskeeper / Utility	\$26.81	\$27.75	\$28.13	\$29.17	\$29.60	\$30.49

	2026-2027 (3.0%)					
Group A	Step 1	Step 2	Step 3	Step 4	Step 11 (10+ Yrs)	Step 16 (15+ Yrs)
Sr. Custodian FHS	\$29.33	\$30.23	\$30.62	\$31.56	\$31.97	\$32.93
Sr. Custodian	\$28.11	\$29.00	\$29.40	\$30.29	\$30.69	\$31.61
Building Custodian	\$24.84	\$25.80	\$26.14	\$26.92	\$27.27	\$28.09
Group B	Step 1	Step 2	Step 3	Step 4	Step 11 (10+ Yrs)	Step 16 (15+ Yrs)
HVAC Technician / Utility	\$33.86	\$35.05	\$35.54	\$36.77	\$37.29	\$38.41
Building Maintenance Carpenter / Utility	\$32.20	\$32.78	\$33.24	\$34.38	\$34.86	\$35.90
Building Maintenance Person / Utility	\$27.96	\$29.00	\$29.40	\$30.40	\$30.82	\$31.75
HVAC Mechanic / Utility	\$27.01	\$27.94	\$28.33	\$29.29	\$29.70	\$30.59
Delivery / Utility	\$23.38	\$24.40	\$24.73	\$25.56	\$25.91	\$26.68
District Custodian / Utility	\$24.98	\$25.94	\$26.28	\$27.16	\$27.54	\$28.36
Crocker Field / District Groundskeeper / Utility	\$27.62	\$28.58	\$28.97	\$30.04	\$30.49	\$31.41

The parties agree to establish an Environmental Facilities Team (EFT) - create a team of up to six (6) (Unit A or Unit B) member to become Abatement Specialists (including asbestos and/or mold). These employees will be provided necessary training to achieve appropriate certification. An hourly rate of \$35.00 per hour will be paid when performing these duties.

The parties agree that positions for Weekend Coverage - up to two (2) positions to cover building walkthroughs on weekends and Holidays - NTE 19 hours per week – will be paid at \$18.00 per hour or more commensurate with experience.

APPENDIX A
LONGEVITY AND RETIREMENT SALARY ADJUSTMENT

Longevity:

The Fitchburg School Department agrees to pay the following longevity stipends effective on the July 1 immediately following the attainment of the years of service designated below:

Years of Service	Annual Stipend
8-9 years	\$ 300
10-14 years	\$ 600
15-19 years	\$ 900
20-24 years	\$ 1150
25-29 years	\$ 1400
30 or more years	\$ 1650

Retirement Salary Adjustment:

It is anticipated that employees will normally retire on the day of the year coinciding with the anniversary date of their employment. In recognition of their long and dedicated service, employees who are about to retire may receive a salary adjustment distributed over the final twelve (12) months of employment.

Any employee who wishes to receive this adjustment will notify the Superintendent of Schools in writing of their intention to retire no less than fifteen (15) months prior to their expected date of retirement. Employees who do so shall receive an amount equal to their longevity stipend distributed across their final twelve (12) months of pay. (e.g. an employee retiring after 27 years shall receive a \$1400 adjustment spread across their final 12 months of pay).

Each unit member is eligible to receive this adjustment only once. If a member submits notice of retirement, but rescinds that notice within 60 days, they are eligible to reapply for the adjustment when they next intend to retire. If a member receives any adjustment payments, they shall receive the full amount of their adjustment over twelve months, even if they rescind their notice of retirement. In such a case, the member is not eligible for another adjustment at a later date.

If the employee gave the required notice but died before receiving such payment, the payment will be made to the designated beneficiary or to the employee's estate.

Side Letters of Agreement

It is also understood by the Fitchburg School Custodians Association bargaining team that the “fifteen minute rule” would be reinstated in keeping with past practice for second shift custodians. While there is not now nor has there been any such language included in the Contract to cover this practice, the consensus reached on all of the issues included in this MOA was with the understanding that this practice would continue.

EVALUATION PURPOSE AND PROCEDURE

The purpose of the evaluation is to improve employee performance. A Fundamental guiding principle is that all evaluations will be the result of a cooperative process where a positive atmosphere is maintained between the evaluator and the employee in assessing that worker's performance. The evaluation will provide for clear, personalized and constructive feedback.

Each employee will be evaluated twice annually. The initial evaluation will be completed by January 15th and the final evaluation will be completed by June 1st. The initial evaluation will identify areas in which the worker has exhibited positive work habits and performance as well as areas in which improvements are needed. While the employer recognizes its responsibility in fostering a positive work environment to nurture job growth and improvement, the employee is responsible for sustaining progress made in previous evaluation cycles so as to avoid recurrent chronic under-performance in specific areas. In the event that it is anticipated that a performance evaluation deadline will be missed, notification will be given to the President of the Fitchburg Education Association and a mutually agreeable extension may be granted, not to exceed ten (10) days. The final evaluation will reflect the progress made in improving and/or maintaining desirable work performance. Each evaluation will include a follow-up conference between the employee and his/her principal or, in the case of Unit B employees, the Supervisor of Buildings and Grounds, during normal work hours. After the conference, the employee will sign the evaluation within five (5) working days. The employee's signature, however, shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation. The signed evaluation will be placed in the employee's personnel file and a copy of the report will be provided to the employee. The employee may also choose to attach a written response to the evaluation.

Evaluators: For Unit A custodians, the primary evaluator and signer of the evaluation will be the Building Principal under whom the employee works. Input, however, will be provided by the Supervisor of Buildings and Grounds and, where appropriate, the Senior Custodian.

For Unit B employees, the primary evaluator will be the Supervisor of Buildings and Grounds with input, where appropriate, from Principals, Athletic Director, Program Administrators, etc.

EMPLOYEE NAME: _____

POSITION: _____

DATE: _____

CONFIDENTIAL REPORT
CUSTODIAN / MAINTENANCE PERFORMANCE APPRAISAL FORM

EMPLOYEE NAME: _____

TITLE: _____ LOCATION: _____

Period covered by this Appraisal: **JAN / MAY**
RECOMMENDED FOR MERIT (May only) Yes: _____ No: _____

Evaluation completed by:

Principal (Primary Unit A):

Maintenance Supervisor (Primary Unit B): _____ Date: _____

Senior Custodian: _____ Date: _____

Employee**: _____ Date: _____

RATING SCALE

- (1) = Seldom or never meets requirements; major improvement needed in this area.
- (2) = Occasionally meets requirements; consistent performance required.
- (3) = Consistently meets requirements.
- (4) = Exceeds requirements; performance is better than normally expected.

Space is provided for the employee, Building Principal, and Maintenance Supervisor to comment. If adequate space is not available, an attachment may be included by the primary evaluators or the employee. *While the employer recognizes its responsibility in fostering a positive work environment to nurture job growth and improvement, the employee is responsible for sustaining progress made in previous evaluation cycles so as to avoid recurrent chronic under-performance in specific areas.*

****Signature does not necessarily indicate agreement****

RELATIONS

RATING	PERFORMANCE STANDARDS	COMMENTS
1 2 3 4	Maintains a positive attitude and good professional relationships with supervisor/administrators, vendors, and visitors to the school facility.	
1 2 3 4	Presents him/herself, and responds to all in a professional manner.	
1 2 3 4	Completes all work with quality, and standards that meet or exceeds expectations.	

SYSTEMS

RATING	PERFORMANCE STANDARDS	COMMENTS
1 2 3 4	Has a basic working knowledge of building systems throughout the facility and takes care of minor repairs.	
1 2 3 4	Follows set standards and operational procedures as clearly set forth by supervisory personnel.	

WORK TRAITS

RATING	PERFORMANCE STANDARDS	COMMENTS
1 2 3 4	<u>Attitude</u> Ability to adapt and respond appropriately to unexpected situations.	
1 2 3 4	<u>Communication</u> Ability to communicate information to Supervisor, Principal, staff, etc.	

WORK TRAITS (cont.'d)

RATING	PERFORMANCE STANDARDS	COMMENTS
1 2 3 4	<u>Perseverance / Time Management</u> Ability to prioritize assignments and/or tasks in a timely manner.	
1 2 3 4	<u>Problem Solving</u> The ability to identify problems, evaluates possible cause(s), and generates courses of action.	
1 2 3 4	<u>Job Performance</u> Overall performance for completing assignments, scheduled work, unscheduled work. Completing work without being asked and using time wisely.	
1 2 3 4	<u>Attendance</u>	
1 2 3 4	<u>Works towards improvement</u> Strives to complete all tasks in a professional manner and understands areas needing improvement.	
1 2 3 4	<u>Ability to work independently</u> Can work productively alone.	

MOTIVATION OF INDIVIDUAL/GROUP (SENIOR CUSTODIANS)

RATING	PERFORMANCE STANDARDS	COMMENTS
1 2 3 4	Understands individuals and supports them in the direction of desired performance.	
1 2 3 4	Can clarify individual points of view and obtain consensus in group situations.	
1 2 3 4	Maintains records and logs in accordance with Administrative direction and training.	

Overall Rating of Current Performance (Check One)

- _____ Unsatisfactory: Clear evidence of inadequate performance in most major areas.
 _____ Minimum Acceptable: Occasionally meets all requirements established for the position.
 _____ Good: Consistently meets all requirements; a qualified, capable performer.
 _____ Above Average: Usually exceeds requirements; performance is better than expected.

Overall reporting responsibility is a combined effort by the Maintenance Supervisor, and the Building Principal. Both parties will meet to review employee's performance within the timeframe of this evaluation.

Each employee will be evaluated twice annually. The initial evaluation will be completed in January, and the final evaluation completed by June 1st. The initial evaluation will identify areas in which positive work habits, performance, as well as areas in which improvements are needed. The final evaluation reflects progress made in improving and/or maintaining prior status for the entire evaluation period.

Evaluators: *Unit A* employees: The primary evaluator will be the Building Principal (under whom the custodian works), and the Supervisor of Building and Maintenance. Input is provided, where appropriate, by Senior Custodian. *Unit B* employees: The primary evaluator will be the Supervisor of Building and Maintenance, with input, where appropriate, from building Principals, Athletic Director, Administrators, etc.

School Building Maintenance Supervisor: Comments and Signature

Signature: _____ *Date:* _____

Building Principal: Comments and Signature

Signature: _____ *Date:* _____

Senior Custodian: Comments and Signature

Signature: _____ *Date:* _____

Employee: Comments and Signature

Signature: _____ *Date:* _____

attachment

Fitchburg Education Association - Custodians
CONTRACT AGREEMENT

Agreement to the Contract between the Fitchburg Education Association - Custodians and the Fitchburg School Committee.

Period of Contract to be covered: July 1, 2024, through June 30, 2027.

For the School Committee

Peter V. Stephens

Jana M. Wall

Sarah M. Squarini

Albra D. Jeffries

M. King

~~Timothy England~~

Rosemary Reynolds

For the Fitchburg Education Association

~~[Signature]~~

Rosemary Reynolds

Brey Heron

J. P. [Signature]

Donna Legros

Melissa Desilets

[Signature]

K. Hodgson

Scott T. [Signature]

