

AGREEMENT

Between the

EAST LONGMEADOW SCHOOL COMMITTEE

And

EAST LONGMEADOW PUBLIC SCHOOLS
CUSTODIANS ASSOCIATION

July 1, 2025 – June 30, 2028

EAST LONGMEADOW PUBLIC SCHOOLS
East Longmeadow, Massachusetts

AGREEMENT

This Agreement, between the East Longmeadow Public School Custodians Association, which seeks to represent the best interests of all custodians, and the East Longmeadow School Committee, constitutes a Collective Bargaining Agreement between the parties that expires **June 30, 2028**. This Agreement constitutes the complete Agreement as to all matters upon which the parties have or might have bargained. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Except as otherwise provided in this Agreement, the Committee retains all powers, rights, duties and authority which it had prior to entering into this Agreement. The exercise of said powers, rights, duties and authority shall not be subject to the grievance procedure and/or arbitration unless it concerns a violation of an express provision of this Agreement.

The East Longmeadow School Committee recognizes, for purposes of collective bargaining, the East Longmeadow Public School Custodians Association.

ARTICLE 1 WAGE SCHEDULE

A. Salary Schedule cost of living adjustments for all bargaining unit employees:

	FY26 3%	FY27 3%	FY28 3%
Custodians	July 1, 2025	July 1, 2026	July 1, 2027
1-4 years	\$23.39	\$24.09	\$24.81
5+ years	\$26.84	\$27.65	\$28.48
Head Custodians - Elementary			
1-4 years	\$26.72	\$27.52	\$28.35
5+ years	\$30.45	\$31.36	\$32.30
Head Custodian - BPMS/HS			
1-4 years	\$27.96	\$28.80	\$29.66
5+ years	\$31.39	\$32.33	\$33.30

Placement on the Salary Scale as well as advancement on that scale for employees hired after July 1, 1980 will be as follows:

- a. If an employee is hired after January 1 of a given year, he/she will wait until July 1 of the next calendar year for a step increase (a period of up to eighteen (18) months)
- b. If an employee is hired between July 1 and December 31 of a given year, he/she will advance a complete step the next July 1, (a period of not more than twelve (12) months but greater than six (6) months.)

All step increases are effective July 1 of a given year.

B. Second Shift Differentials

Second shift personnel will receive a shift differential: \$0.75 per hour effectively July 1, 2022.

The shift differential will be paid to designated shift personnel for sick leave and overtime and when schools are closed because of the weather and a second shift custodian works the first shift.

Designated second shift personnel will be paid said shift differential for forty (40) weeks. Second shift personnel who work for more than ninety (90) working days (from July 1) will be paid the shift differential in their vacation pay. Second shift is a shift starting at or after 2:00 p.m. In addition, the position at the high school that starts mid-morning will receive this differential for four (4) hours per day for the same forty (40) week period.

Summer cleaning hours shall begin the work day after the student's last day of school (180th day). Regular working shifts will resume five (5) working days prior to the student's first day of school. **By agreement between the principal and the custodians working in the building, resumption of regular shift hours at the end of summer may be delayed as late as the day before the students' first day of school.**

The School Committee reserves the rights to grant employees or prospective employees advance placement on the salary scale or to withhold a step increase (or portion thereof) of an employee with unsatisfactory service. Any withholding of an increment and the reasons for the withholding will be made known to the employee in writing.

Any such change or exception will be made known to the President of the Association in advance. In the case of withholding a step increase, the Association will be given written notice by June 15th of a given year. The Association will be given an opportunity to discuss such action with the Superintendent of Schools and if a dispute still exists, with the School Committee.

ARTICLE 2 WORK WEEK, OVERTIME AND CALL BACK

- A. Day custodians shall work a forty (40) hour work week and an eight (8) hour work day with a half-hour unpaid and uninterrupted lunch period which will be scheduled near the middle of the eight (8) hour work day. If a day custodian is requested by the principal or appropriate designee and does work any time during the lunch period, the day custodian will receive a half hour pay at the rate of time and a half.

Second-Shift Custodians shall work a forty (40) hour work week and an eight (8) hour work day with a half-hour paid lunch period to be taken during the eight (8) hour work day and near the middle of the eight (8) hour work day.

In both cases this is to be considered a single shift and custodians are not to leave the building without prior approval from the principal. Such approval will be given for permission to go to the bank to cash a check for emergencies. All custodians will be expected to work the day shift on non-school days. Custodians are essential personnel and as such will be required to work during weather events and emergencies. On days when weather or another circumstance cancels school for students, **the Head Custodian and the Building Principal may agree on delayed starting times due to weather conditions. Custodians** must report to their buildings **on school cancellation days** in order to clean-up and prepare the school for the opening the next day. The principal of each building will communicate to the **custodian** staff any

additional unique scheduling if needed during an individual weather event, including any unique schedules needed on weekends. Any custodian who cannot make it in during a weather-related closing must contact the building principal. If the day is missed, time will be counted as a personal day or a vacation day, provided the custodian has not already spoken to the principal regarding the missed day.

B. It is assumed that custodians may occasionally have to work a few minutes overtime as part of the job. Authorized overtime will be paid at the rate of time and one-half. Overtime other than that above will be handled as follows:

1. Employees will be given advance notice of needed overtime (e.g. reasonable notice under the circumstances).
2. Overtime distribution will be equitable within the building.
3. **If custodian(s) within the building do not want overtime, the overtime assignment will be offered to custodians from other schools.**
4. If no custodian(s) volunteers for overtime, the Superintendent of Schools has the right to assign overtime.
5. When overtime work assignments for cleaning or for building and ground maintenance is for five (5) hours or less, a half (1/2) hour mealtime will not be deducted. For overtime shifts that have been scheduled in advance for more than five (5) hours, a half (1/2) hour mealtime will be deducted except in the case of a scheduled activity where the custodians will be on call at all times.
6. **Custodians who accept overtime assignments when the building is being used/rented by an outside group and school is not in session may, in addition to being responsible for performing any custodian/clean-up work corresponding to their specific areas of responsibility, be assigned special projects by the Head Custodian and building principals that are outside of the daily cleaning and maintenance routine but are beneficial to the overall operation and maintenance of the building. These assignments would be secondary to the reason for the overtime assignment. The first priority in these assignments will always be to ensure that the group using the building is properly set up and has all that they need for their function. Custodians should always maintain a way to communicate with the group using the building, either through the building handheld radios or exchange of cell phone numbers.**

C. Call back is limited to emergency return to school and is not paid for building check, etc., which is included in the differential. The order of call back: first, the building head custodian; second, the full year custodians in building in order of seniority; and third, the utility men in order of seniority. It is paid as follows:

1. Two (2) hours at time and one-half (1/2) (not necessary to work entire time days except for Sunday and holidays.)
2. If called back on Sunday or holiday, two (2) hours at double time (not necessary to work entire time).

If the employee actually works for one hour and one-half (1.5), he/she will be paid for two (2) hours and fifteen (15) minutes, on Sunday or holidays at double time.

If the employee actually works one (1) hour and forty-five (45) minutes, he/she will be paid for two (2) hours and thirty (30) minutes on Sunday or holidays at double time.

All hours worked on Sunday or holidays will be at double time.

3. Regular overtime rate over and above the above (time and one-half) over eight (8) and over forty (40) hours.

ARTICLE 3 GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" shall be defined as (1) that there is a dispute involving the application or interpretation of any of the provisions of this Agreement, except that the term "Grievance" shall not apply to any matter as to which the Committee is without authority to act. The term "person" as used in this Article shall mean a custodian, a group of custodians having a grievance, or the Association.

B. ADJUSTMENT OF GRIEVANCES

Grievances shall be presented in the following manner:

Step 1

A person and/or their Association representative shall present the grievance in writing to the Building Principal within ten (10) calendar days after the act has occurred or from the date the grievant should have had the knowledge of its occurrence using reasonable diligence.

The grievance shall include:

1. Name and position of grievant.
2. A statement of the grievance and the facts involved: (including the section of the contract violated).
3. Specific corrective action sought.
4. Name of the Association representative.
5. Signature of the grievant(s).

The person and/or their Association representative and the Building Principal shall meet on the grievance within ten (10) calendar days of receipt excluding their vacation with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference a custodian may present the grievance personally or he/she may be represented by the Association representative, but in any event the custodian must be present. The Building Principal shall communicate her decision in writing to the aggrieved custodian or Association representative within seven (7) calendar days after the meeting on the grievance excluding their vacation.

Step 2

The decision of the foregoing Step may be appealed in writing by the custodian and/or the Association, to the Business Manager or her designee within five (5) calendar days from the date the decision of the Building Principal has been received. The Business Manager or her designated representative shall communicate her written decision to the aggrieved custodian and the Association as soon as possible but no later than seven (7) calendar days after receipt of the appeal, exclusive of their vacation.

Step 3

The decision of the foregoing Step may be appealed in writing by the custodian and/or the Association, to the Superintendent of Schools or their designee within five (5) calendar days from the date the decision of the Business Manager has been received. The Superintendent of Schools or their designated representative shall communicate their written decision to the aggrieved custodian and the Association as soon as possible but no later than seven (7) calendar days after receipt of the appeal, exclusive of their vacation.

Step 4

The decision of the foregoing Step may be appealed in writing, by the custodian or the Association, to the School Committee for review within thirty (30) calendar days after the decision of the Superintendent has been received. The Committee shall render a decision in writing to the aggrieved custodian and the Association as soon as possible.

Step 5

If the grievance has not been disposed of to the satisfaction of the grievant, the Association exclusively within thirty (30) calendar days after receipt of said decision may file for arbitration with the Department of Labor Relations outlining the area in dispute and the remedy sought.

C. GENERAL PROVISIONS

1. The parties mutually agree that in the event any act required under the grievance procedure set forth above falls on Saturday, Sunday, or holidays, the time period shall extend to the next working day.
2. The parties may mutually agree to extend any time limits provided for in the grievance procedure in writing.
3. The parties may mutually agree to waive any step of the grievance procedure.
4. Counsel or representative(s) for either party may appear and participate at any step.
5. The award of the arbitrator shall be in writing and shall state their findings of facts, reasoning and conclusion. The award shall be final and binding upon the Association, employer and the grievant; provided, however, that nothing contained herein shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under any arbitration award.
6. The arbitrator shall be without power or authority to make any award, the terms of which are not permitted directly or indirectly by law or ordinance or which are in conflict with the express provisions of this Agreement or any rules or regulations of the School Committee or the Civil Service Commission or any Retirement Board established by law.

7. Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the grievant was precluded from compliance therewith by reason of mental or physical incapacity or by mutual agreement to extend the time limits in writing.

ARTICLE 4 LEAVES WITH PAY

A. SICK LEAVE

For custodians hired on or before June 30, 2004, sick leave of fifteen days (15) per year with any unused days each year accumulated without limit will be granted. For custodians hired on or after July 1, 2004, sick leave of fifteen (15) days per year with any unused days each year accumulated with a cap of one hundred thirty (130) days will be granted. Of these days, the Superintendent of Schools may grant one (1) day to custodians who have served less than three (3) full years, and three (3) days to those who have served more than three (3) full years for justifiable personal reasons other than personal or serious illness. Custodians wishing to receive salary for such personal business days should submit a written request in advance, if possible, on an appropriate leave request form. Of these sick leave days, the Superintendent of Schools may grant a limited number for serious illness in the immediate family. An employee is not entitled to payment of any accumulated sick or personal leave upon termination of employment.

Employees will be required to furnish a doctor's note to substantiate the need for leave when absent for at least three (3) consecutive days or if the Employer observes a continuing pattern of absences attributable to illness or injury.

B. BEREAVEMENT LEAVE

A custodian who has a death in the immediate family may be absent, for a period not exceeding three (3) days without any charge to sick leave. Immediate family is defined as mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, foster parents or guardians, grandparents, grandchildren, aunts, uncles, in-laws, nieces, nephews and significant others.

If up to two (2) additional days are needed for death in the immediate family, they will be charged to sick leave (Item A above) if any is available.

C. Custodians are expected to complete the Personnel Absence Report form and to comply with its terms and conditions following an absence. Any custodian who terminates their service and who has had sick leave advanced beyond one and one quarter (1¼) days for each full month of service, not exceeding fifteen (15) for the year, will have a corresponding deduction made on their final pay for any excess days.

D. Leaves which are eligible to be used as FMLA Leave (e.g., sick leave or workers' compensation) shall run concurrently with FMLA leave at the Employer's option and shall be regarded as both FMLA leave and contractual or authorized leave for FMLA eligible employees.

E. A custodian with two (2) years of continuous service to the East Longmeadow Public Schools may be granted at the Superintendent's sole discretion an unpaid leave. Upon their return, the Superintendent or their designee will see if he/she believes it is in the

best interest of the East Longmeadow School System to return the custodian to their prior position or to place them in another similar position. Failure to return at the end of the granted leave period shall be considered a voluntary resignation of that employee. The Superintendent of Schools is under no obligation to extend a granted leave.

- F. Military Leave (Reserve Duty) – Any reservist during their annual tour of duty of not exceeding seventeen (17) days within the work year as a member of the reserve component of the Armed Services of the United States will receive for the period of said tour, the difference between their base military pay and their regular pay and shall also be entitled to the same vacation and other Leaves of Absence given to like employees.
- G. Light Duty – an employee who may have been injured or who is ill may be placed on temporary light duty status if:
- The employee has a written physician’s statement which states that the employee is physically eligible for light duty, and there is a favorable prognosis of returning to full duty status in the near future, and
 - There is a position, job or duty available within the school department which they have the ability to perform and which qualifies as light duty pursuant to the employee’s physician’s statement.

In the event that the above provisions and requirements have been met, the employee will be placed in a temporary light duty status provided there are light duty positions available.

Temporary light duty status, when approved by the employer, will be initially granted for a maximum period of thirty (30) days. After the initial thirty (30) day period, the employer may extend the light duty status of the employee provided there is a continuation of a favorable prognosis for full duty, based upon the physician’s periodic examination and statement thereof. There will be a maximum of three (3) temporary light duty positions within the bargaining unit and there shall be no more than one (1) temporary light duty such position in any school building.

The employer will not be required to reassign personnel to accommodate a light duty request. In the event that a subsequent medical evaluation indicates no possibility of future assignment to full duty or in the event there is no longer a temporary duty available for the employee, said employee’s light duty status may be terminated.

ARTICLE 5 ASSOCIATION BUSINESS

A maximum of four (4) total custodian days not charged to sick leave will be granted to the Custodians’ Association for the purpose of attending Association meetings of a business nature. The Association will notify the Superintendent of Schools in advance, in writing, which representatives are to attend and for how long. This does not preclude the Superintendent granting approval to custodians for meetings which are conducted primarily for the improvement of maintenance as contrasted with those which have to do primarily with other business of the Association. Any given time for which a custodian is required to be away from their work to attend actual proceedings conducted by a fact finder or arbitrator, which has been duly called for under the law or provisions of the Agreement, will not be charged to sick leave.

ARTICLE 6 REDUCTION IN FORCE

This language applies to employees with one (1) year or more of continuous service.

No Lay Off

Except for economic necessity and consistent with state law, no full or part-time custodian employed shall be laid off by the employer during the term of this Agreement.

If the School Committee, pursuant to its legal responsibility consistent with the General Laws of the Commonwealth to make such decisions, decides that a reduction in the number of personnel in this unit is necessary or that a particular type of service should be discontinued, the following policy for reduction will be used:

- 1st. The Committee will reduce by attrition or lay-off employees with less than one year's service as long as current employees can do that job without additional training or undue work disruption.
- 2nd. This section is applicable only to employees with one (1) year or more of continuous service.
- 3rd. Seniority shall be defined as continuous service with the East Longmeadow Public Schools since last date of hire including absences of two (2) years or less unless attributable to voluntary resignation or termination for just cause. Employees receive one (1) credit for each month of active service.

If two (2) employees have the same number of credits, then the one with the earliest date of hire shall be deemed to have the greatest seniority.

If two (2) employees have the same seniority and the same date of hire, a roll of die will determine the employee with the greatest seniority.

After giving at least thirty (30) calendar days, including Saturday and Sunday, of advance notice, the Committee will recognize and lay-off as follows: (Within the highest group first, then to the next lower group.)

Group 1

Head Custodian Senior High
Head Custodian Birchland Park Middle

Group 2

Elementary Head Custodian

Group 3

Night Supervisor

Group 4

All Full Year Custodians

Employees in each of the above groups will have reduction in force apply first within their own group. Example: A. Group 1, if affected by lay-off may bump a junior person first in Group 1, then in 2, Group 3 or Group 4.* An employee will indicate in writing that he/she wishes to bump under the above provisions within two (2) working days of notice of lay-off. No person

will be allowed upward mobility due to reduction in force. A person in Group 4 will be allowed to bump the person with the least continuous service in that group.

*In allowing an employee to bump another employee, the Committee will first take into consideration that employee who requests to bump's qualifications for the same group (for the purpose of this article, group 4A and group 4B are in the same group) or lower group positions as well as their ability to do the job of the person he/she will displace. If the requesting employee has the above qualifications and ability to do the job of an employee in the same group or lower group without additional training or undue disruption of work, he/she will be allowed to do so based on continuous length of service within East Longmeadow School System. Employees hired after July 1, 1990 will have continuous service measured from the date he/she actually starts work.

ARTICLE 7 VACATIONS

On July 1st of each year, full year custodians having a full year's service will be granted two (2) weeks vacation. Custodians not having a full year's service will be granted one (1) day for each full month of employment, not exceeding a total of ten (10) days. Custodians hired prior to July 1, 1998, were not given vacation time in their first year of employment. Upon termination of employment, custodians hired prior to July 1, 1998 will be paid upon separation from employment the value of two (2) weeks of vacation in addition to any unused vacation credited to the employee as of July 1st in the fiscal year the employee separates from employment. For employees hired after July 1, 1998, vacation leave is accrued on a monthly basis and therefore such employees will only be entitled to the amount of vacation leave accrued and not used at the time of separation from employment. In the event a separating employee has used more than what he/she has accrued at the time of separation, the employer may recapture the value of such fronted vacation from the employee's final pay period or otherwise. After five (5) full years of service a custodian will receive three (3) weeks vacation and after ten (10) full years of service, a custodian will receive four (4) weeks vacation.

Vacations are to be scheduled by April 15th and approved by May 5th of each year and may be changed only with the advance approval of the Superintendent or their designee. Vacations request for the week prior to the scheduled opening of school, immediately after school closes; or on any day school is scheduled to be in session, must be approved by the Superintendent or their designee. In scheduling vacations, the Superintendent or their designee will have the option of denying vacation at any given period if a school's assigned crew is reduced more than one person at a given time. If two or more custodians at a school request vacations at the same time, the least senior person(s) will be denied vacation in that period.

If the Fourth of July falls within a custodian's vacation period, an additional day's vacation will be granted at the discretion of the Superintendent.

ARTICLE 8 LEGAL HOLIDAYS

Full year custodians will be paid for each of the following legal holidays providing they are either working or on authorized leave on the work days immediately before and after such holiday. The exact dates may vary according to law.

January 1st – New Year's Day and ½ day before New Year's Eve

Martin Luther King's Birthday
President's Day
Good Friday
Patriots' Day
Memorial Day
Juneteenth
July 4th – Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day and one-half day the day before Thanksgiving
Day after Thanksgiving
Christmas Day and one-half day before Christmas

*The Superintendent has flexibility to schedule these days.

When the legal holiday falls Monday through Friday, the custodian will be given a day off with pay. Sunday holidays are celebrated the next day. Saturday will be paid either as an extra day's pay or as an added day of vacation at the discretion of the Superintendent. In cases where a day's additional summer vacation has been designated in lieu of a day's pay for a Saturday holiday, but the custodian resigns, retires or dies prior to the summer, a day's pay will be added to the terminal pay for each such day. The wishes of the custodian will be taken into account in determining the time when summer vacations are taken.

**ARTICLE 9
INCENTIVE FOR PERFECT ATTENDANCE**

Deleted July 1, 2004

ARTICLE 10

Deleted 7/1/2019

**ARTICLE 11
JOB OPENINGS**

A written notice of openings in positions within the custodial unit will be distributed or posted in each building prior to, if possible, but not later than two days (2) after said position is open or is to become available. This notice will include position openings, differential in pay, if any, over base and sufficient additional information to identify the position – such as hours to be worked and type of work to be done.

Personnel within the unit shall be granted four (4) working days after the posting in which to make a written application for said position.

Applicants from within the unit should be given first consideration for any position and shall be considered on ability to perform the job, skill, work history within the District, and length of service with length of service being a determining factor, if all other factors are equal between applicants.

Notwithstanding prior paragraphs, an employee who has on file a request to transfer to the same position at another school will be given consideration for the position prior to posting the position. Each custodian requesting transfer will make their request by September 1 of each year. The request will automatically expire on the following August 31 unless renewed in writing.

Personnel within the unit will not be moved from one building to another or from one shift to another except by mutual agreement or for good and sufficient reason. Prior to any transfer, an employee will be advised of the proposed change and the reason.

Nothing contained herein shall abridge the right of the Superintendent to make an emergency transfer of thirty (30) days or less. Such emergency transfer may be extended by mutual agreement of the parties of this agreement and such mutual agreement shall not be unreasonably withheld.

The rights and obligations of the Committee under the law to fill vacancies according to their best judgment and consistent with the terms and conditions of the statutes of the Commonwealth are hereby reaffirmed. The Superintendent or their designee, at the written request of a unit member who has applied for a different position and another person has been appointed, will discuss the selection with the unit member. No appointment of the Committee shall be subject to the grievance procedure beyond discussion between the parties.

An effort will be made to fill all permanent vacancies with regularly appointed personnel within thirty (30) days of when a vacancy occurs.

If a person is on the payroll for a continuous period of ninety days (90) or more, he/she will be paid at the first step (1) of the pay scale.

ARTICLE 12 PERTINENT LEGISLATION

Any new state or federal legislation making mandatory the granting to custodians or their group of employees certain benefits shall apply to the East Longmeadow custodial staff.

With the exception of emergency legislation which requires immediate implementation, prior to the **implementation of any new law, rule or regulation, applicable to East Longmeadow Schools custodial staff, the Superintendent, if aware of the new law, rule, or regulation, shall provide the Association with reasonable, advance written notice.**

If the Association is aware of the effectiveness of any law, rule, or regulation, the Association shall provide the Superintendent with notice of same.

ARTICLE 13 TERMINATION PROCEDURE

The following procedure is only applicable to custodians with two or more years of continuous service. The procedure is not applicable in the case where the employee is to be let go because of reduction in the work force.

Except as outlined above, a custodian with two or more years of continuous service will be dismissed or suspended only for just cause.

A custodian if he/she is to be suspended will be suspended consistent with the procedures outlined in G.L. c. 71, §42D. A custodian if he/she is to be dismissed will be, if he/she so requests, given the reason for their contemplated discharge in writing by the building principal or the Superintendent or Schools. Prior to the discharge becoming effective, he/she will be given an opportunity to have a hearing. The employee may be represented by counsel and may present witnesses.

ARTICLE 14 PAYROLL DEDUCTIONS

Payroll deductions will be allowed for union dues in accordance with Town policy. The School Committee will cooperate in implementing voluntary deductions as soon as practical after the signing of this Agreement.

ARTICLE 15 RETIREMENT RECOGNITION

An employee who has served in the East Longmeadow Public School System for ten (10) years or more and gives the School Committee twelve (12) months notice of intended retirement and meets the following conditions shall receive the following benefit:

1. — An employee who meets the above criteria and is absent from work for fifteen (15) scheduled working days or less in the twelve (12) calendar month period immediately prior to retirement shall receive a lump sum payment of four thousand dollars (\$4,000) if employed by the East Longmeadow Public Schools between ten (10) and thirty (30) years and five thousand dollars (\$5,000) if employed by the East Longmeadow Public Schools more than thirty (30) years at the time of retirement. Absences due to illness exceeding ten (10) consecutive days in the preceding twelve (12) months will not count as a disqualifying absence for purposes of this provision only. Vacation and personal days used during the twelve (12) months preceding retirement shall not be counted toward the fifteen (15) day disqualifying threshold.
2. Retirement is defined as actually collecting a pension from the Hampden County Retirement System immediately after the announced date of retirement.

The Union may petition the School Committee for an exception to the above in the instances of serious illness or other hardship in the last year of the employee's service.

ARTICLE 16 SERVICE RECOGNITION

Beginning with the first payday after July 1 of the year following completion of five (5) full continuous years of service to the East Longmeadow Public Schools, the employee will receive an annual recognition of **\$750.00** dollars added to their base pay each week.

Beginning with the first payday after July 1 of the year following completion of ten (10) full continuous years of service to the East Longmeadow Public Schools, the employee will receive an annual recognition of **\$1,250.00** dollars added to their base pay each week.

Beginning with the first payday after July 1 of the year following completion of fifteen (15) full continuous years of service to the East Longmeadow Public Schools, the employee will receive an annual recognition of **\$1,750.00** dollars added to their base pay each week.

Beginning with the first payday after July 1 of the year following completion of twenty (20) full continuous years of service, to the East Longmeadow Public Schools, the employee will receive an annual recognition of **\$2,250.00** dollars added to their base pay each week.

Beginning with the first payday after July 1 of the year following completion of twenty-five (25) full continuous years of service to the East Longmeadow Public Schools, the employee will receive an annual recognition of **\$2,750.00** dollars added to their base pay each week.

ARTICLE 17 HEALTH INSURANCE

Effective July 1, 2007, changes in the Town of East Longmeadow insurance benefit plan shall take precedence over benefits as described above. Each employee covered by this Agreement shall be eligible to participate in the Town's Health, Dental and Life Insurance Plan(s) beginning on the first day of the month after thirty (30) days of employment. Employees who terminate their employment with the Town will be covered under the above plans for thirty (30) days after they are no longer employed.

ARTICLE 18 VOLUNTARY FAIR SHARE FEE

In lieu of agreeing to join the Association and pay Association membership dues, any member of the bargaining unit can voluntarily agree to pay a fair share fee to the Association. The Association agrees to indemnify and hold the School Committee harmless from any form of liability arising from the assessment and collection of Association membership dues or fair share fees.

ARTICLE 19

This Agreement shall run from July 1, 2025 to June 30, 2028.

**ARTICLE 20
CLOTHING ALLOWANCE**

A clothing allowance voucher of three hundred and 00/100 (\$300.00) dollars per year will be issued to each employee covered by this Agreement and be redeemable at a store designated by the School Committee or reimbursement shall be made for out-of-pocket expenses up to two hundred and 00/100 (\$300.00) dollars. Upon hire, new hires are to be provided with seven (7) shirts and one (1) sweat shirt and, thereafter, employees are to be provided with three (3) shirts and one (1) sweat shirt annually. Reimbursement shall not be made for undergarments.

**ARTICLE 21
INTRA BUILDING TRANSFER**

Members of the bargaining unit unless on a totally voluntary basis shall not be required to transport any material, article, or object between or outside their assigned school building.

**ARTICLE 22
SUBCONTRACTING**

The Employer shall not contract out for the work regularly performed by custodians during the term of this Agreement.

**ARTICLE 23
JOB DESCRIPTION AND EVALUATION**

After the parties have mutually agreed upon job descriptions, the parties agree to develop an evaluation instrument and implement an evaluation process. The evaluation process shall be subject, prior to implementation, to negotiations and agreement of the parties, but shall include at the minimum the following:

1. Evaluation conducted by the school principal on the form attached hereto and incorporated hereto by reference herein;
2. If an employee receives a "poor" evaluation a plan of improvement including identified objective goals and designated time frame will be developed by the principal and presented to the employee;
3. The employee may request that the Superintendent review the plan and the Superintendent may or may not make adjustments requested by the employee;
4. If the evaluation leads to any disciplinary action or is the basis or a factor in any disciplinary action, the employee reserves any and all rights to grieve the evaluation or related action or actions through the grievance arbitration procedure in the collective bargaining agreement;
5. It is understood that such recourse to the grievance procedure will be reserved until after the designated time frame for the plan or improvement; and

6. Performance Evaluations: A pay-for-performance threshold of forty-five (45) points or more earns the employee the maximum raise between years as stipulated in wages and steps in the contract. Scores below the threshold of forty-five (45) points will adjust the salary as follows: forty-four through thirty (44-30) equals one percent (1%) of the step raise, twenty-nine through zero (29-0) equals zero percent (0%) of the step raise.

The Custodians and DPW Preventative Maintenance Plan for Schools shall be attached as Appendix B hereto and incorporated by reference herein.

ARTICLE 24 BI-WEEKLY PAY

Effective July 1, 2001, employees covered by this Agreement shall be paid on a bi-weekly basis with the first bi-weekly pay being paid on July 18, 2001 and shall be paid every two (2) weeks thereafter. Bi-weekly paychecks shall include all forms of compensation due and owing an employee including overtime compensation.

Direct Deposit: Effective July 1, 2016, all unit employees will be transitioned to direct deposit.

In lieu of a printed pay stub, employees shall be afforded electronic access to pay stub information

ARTICLE 25 ELIMINATION OF REFERENCE

Former references in Collective Bargaining Agreements prior to July 1, 2004 to Head Utility, Utility Night Foreman, Mechanic, and Snow Plowing have been eliminated reflecting the parties' agreement that the job duties performed by those job classifications shall not be performed by employees covered by this Agreement.

ARTICLE 26 SNOW REMOVAL

The parties agree that the custodians shall be responsible to chemically treat and shovel snow from doorways, overhangs, and the areas contingent thereto.

The parties acknowledge that the custodians shall assist in snow removal during emergencies, but not normal snow removal beyond those areas enumerated above.

ARTICLE 27 SUBSTITUTE CUSTODIANS

- A. Custodial unit members will receive their contractual rate of pay for all hours worked.
- B. The Employer has the right to select and hire non-unit members as substitute custodians as needed and to pay those individuals according to the established Policy GDG. A substitute is defined as a temporary worker who is employed during the absence of an association member. A substitute is hired when an Association member is absent.
- C. In the event there is a need to fill a shift temporarily due to sick leave, vacation leave or bereavement leave, the following rules shall apply:

1. If the building has at least two (2) custodians regularly scheduled to work a shift and one (1) custodian is absent, the shift shall not be filled on the first day of the absence and existing assignments will be modified to cover the absence and ensure that the building is cleaned. For any absence of two or more consecutive days, the vacant shift shall be first offered on a rotating basis to the existing custodians assigned to the building who are not working the same shift for at least (4) hours of overtime. In the event no custodian is available to cover the overtime shift, it may be filled with a substitute custodian. Failure to respond to the offer of overtime within 1 hour shall result in forfeiture of the opportunity and trigger the District's right to call in a substitute.
2. If the Building has only one custodian regularly scheduled for the shift and said custodian is absent, the vacant shift shall be first offered on a rotating basis to existing custodians assigned to the building who are not working the same shift for at least four (4) hours of overtime. In the event no custodian is available to cover the overtime shift, it may be filled with a substitute custodian. Failure to respond to the offer of overtime within 1 hour shall result in forfeiture of the opportunity and trigger the District's right to call in a substitute.
3. Leaves of absence expected to last more than five (5) consecutive working days shall be filled via a substitute custodian for all shifts after five (5) consecutive work days.
4. Custodians shall have the right to put their names on the substitute coverage list at each of the buildings to which they are not regularly assigned in order to be considered for substitute coverage outside of their assigned building. Custodians must include on this list contact information and the shift(s) they are available to fill on a substitute basis. Coverage will be offered on a rotating basis among custodians and substitutes (non-unit members) on the list. When a custodian is selected to cover as a substitute, he/she will work a 4-hour shift paid at the custodian's overtime rate.

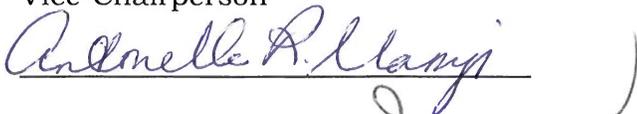
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of November, 2025



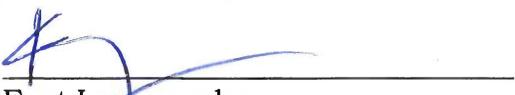
 Chairperson



 Vice-Chairperson







 East Longmeadow
 School Committee





 East Longmeadow Public Schools
 Custodian Association

EAST LONGMEADOW PUBLIC SCHOOLS
EAST LONGMEADOW, MASSACHUSETTS
CUSTODIAN EVALUATION FORM

NAME _____ SCHOOL _____

Date of Evaluation: _____

	5	4	3	2	1
	EXCELLEN T	VERY GOOD	GOOD	FAIR	POOR
1. Personal appearance					
2. Punctuality					
3. Dependability					
4. Attendance					
5. Attitude toward public					
6. Attitude toward students					
7. Attitude toward administration					
8. Attitude toward teachers/staff					
9. Ability to maintain cleanliness of bldgs.					
10. Thoroughness, neatness of work					
11. Ability to understand assignments					
12. Knowledge of procedures & policies					
13. Ability to carry out instructions					
14. Ability to organize and plan out work					
15. Accuracy and attention to detail					
16. Completion of routine and seasonal Maintenance.					

Performance Evaluations: A pay-for-performance threshold of 45 points or more earns the employee the maximum raise between years- as stipulated in wages and steps in the contract. Scores below the threshold of 45 points will adjust the salary as follows: 44-30 equals 1% of the step raise, 29-15 equals 0% of the step raise.

Supervisor's Comments: _____

Employee's Signature: _____ Date: _____
Signature only implies receipt of evaluation and not necessarily agreement.

Supervisor's Signature: _____ Date: _____