

AGREEMENT
BETWEEN
BARNSTABLE SCHOOL COMMITTEE
and
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 2977
(CUSTODIANS)
July 1, 2024 – June 30, 2027

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AGREEMENT
Between
Barnstable School Committee
and
American Federation of State, County and Municipal
Employees, AFL-CIO, State Council 93, Local 2977

This Agreement entered into by the **School Committee of Barnstable** (hereinafter referred to as the Committee) and **Local Union 2977, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO** (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the Committee and the Union and the establishment of an equitable and peaceful procedure for the establishment of such rates of pay, hours of work and other conditions of employment as are covered by this Agreement.

ARTICLE I
RECOGNITION

The Committee recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all custodians and matrons in the Barnstable School System who work twenty (20) or more hours per week for six (6) or more months per year, excluding probationary employees, the Working Supervisor of Buildings and Grounds and all others. Probationary employees are defined as employees who have less than six (6) months service.

ARTICLE II
CHECKOFF

Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Employee Rosters

Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.

ARTICLE III GRIEVANCE PROCEDURE

A grievance is a claim that may arise between the parties, based upon the application, meaning, or interpretation of any of the provisions of this Agreement. Such grievance shall be settled in the following manner:

Step 1. An employee having a grievance shall, with or without a representative of the Union, present the grievance in writing to the Building Principal within five (5) working days of the date on which the employee had knowledge or reasonably should have had knowledge of the occurrence giving rise to the grievance. The Principal shall meet with the employee, with or without a representative of the Union, within five (5) working days of the written submission in an effort to settle the grievance and shall respond in writing to the employee within five (5) working days of the meeting.

Step 2. If the grievance has not been satisfactorily resolved at Step 1, it shall be presented in writing to the Facilities Director within five (5) working days after the Principal's response is due. The Facilities Director shall meet with a representative of the Union within five (5) working days of the written submission to him in an effort to resolve the grievance. The Facilities Director shall respond in writing within five (5) working days of this meeting.

Step 3. If the grievance shall not have been satisfactorily resolved at Step 2, it shall be presented to the Superintendent of Schools in writing within five (5) working days after the response of the Facilities Director is due. The Superintendent or his designee shall meet with a representative of the Union within five (5) working days of the written submission to him in an effort to resolve the grievance. The Superintendent of Schools shall respond in writing within five (5) working days.

Step 4. If the grievance shall not have been satisfactorily resolved at Step 3, the grievance shall be referred in writing to the Committee within ten (10) working days after the response of the Superintendent of Schools is due. The Committee shall meet with the Union in an effort to settle the grievance. The meeting shall be held as soon as possible, at the next regularly scheduled meeting provided the grievance is referred to the Committee no later than the Wednesday prior to the regularly scheduled meeting. If the grievance is not subject to review by the Committee under the Education Reform Act of 1993, the Committee shall so notify the Union.

Failure by the aggrieved employees, the Union or its representatives to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. However, any time limits may be extended by mutual consent.

ARTICLE IV ARBITRATION

If the grievance is not satisfactorily resolved at Step 4, either party may, after the Step 4 meeting, refer the unsettled grievance to arbitration, within thirty (30) calendar days of the disposition under Step 4 provided, however, that only grievances involving the application, meaning or interpretation of provisions of this Agreement shall be subject to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) working days of the receipt by the Committee of the Union's intention to proceed to arbitration, the selection shall be made by the Labor Relations Connection in accordance with its rules and regulations.

The decision of the arbitrator shall be final and binding on the parties and any individual involved provided that the arbitrator shall be without power or authority to modify or alter the terms of the Agreement.

The expense for the arbitrator's services and the proceedings shall be borne equally by the parties.

ARTICLE V EVALUATION

All custodians and matrons will be evaluated on semi-annual basis. Custodians and matrons will be given an opportunity to respond within five (5) days of receipt of a copy of the evaluation. There shall be no evaluation based upon compliance with Safety and/or School Committee policies and procedures until such policies and procedures are distributed to employees. In addition to the Custodian Supervisor being the primary evaluator for all custodial staff, head custodians will evaluate custodians and matrons. The evaluation instrument will not be used as a basis for discipline unless there is just cause which shall be 3 underperforming appraisals within a two-year period. Principals and Head Custodians will have input on custodian evaluations.

ARTICLE VI SENIORITY

An employee's length of continuous service as a custodian or matron in the Barnstable School System shall determine his seniority. An employee shall lose his seniority if he resigns or is discharged from the Barnstable School System, or fails to report within ten (10) working days from delivery of recall notice sent certified mail, return receipt requested. In all cases of decrease or increase of the working force and shift assignment, quality of previous work performance based upon evaluations, experience, ability, length of service as a custodian or matron in the Barnstable School System and other relevant factors will be considered. Full time employees shall have priority over part-time employees. Where other factors are

determined to be equal, seniority shall be the determining factor. Seniority shall govern and control with respect to the choice of vacation period.

Upon request the Union will be furnished with an up-to-date seniority list no later than October 1st. Employees will be given a thirty (30) day notice of layoff, where possible.

ARTICLE VII PROMOTION AND VOLUNTARY TRANSFERS

In filling positions in the bargaining unit, employees' training, quality of previous work performance based upon evaluations, experience, ability and suitability for the new position, length of service as a custodian or matron in the Barnstable School System and other relevant factors will be considered. Where other factors are equal, an employee shall be selected to fill the vacancy in accordance with length of service as a custodian or matron with the Barnstable School System, provided the employee is fully qualified to perform the job.

If no applicant from within the bargaining unit is so qualified, the Employer may fill the vacant position from outside the bargaining unit.

When a head custodian is absent due to illness for more than five (5) consecutive working days, the custodian assuming their duties will be paid at their own step at the rate of a head custodian beginning with the third consecutive day of work as a fill-in head custodian.

ARTICLE VIII JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be adequately publicized by means of a notice posted in a conspicuous place. Employees interested shall submit applications in writing within five (5) working days from the date of job posting. Within thirty (30) days of the posting, the union steward and the applicants shall be notified of the decision, even if the decision is not to fill the vacancy or to repost the vacancy.

ARTICLE IX HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

For regular full-time custodians or matrons, the normal workweek shall be forty (40) hours, consisting of five (5) consecutive days of eight (8) hours each.

Each employee shall be scheduled to work a shift with regular starting and quitting times. The Committee retains the right to establish reasonable work schedules, and there shall be no change in schedules unless the Union is notified in advance.

ARTICLE X OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for work in excess of forty (40) hours in one week.

Overtime shall be equally and impartially distributed among employees who ordinarily perform related work in the normal course of their workweek. When it is necessary to call in personnel from other areas to assist, these personnel shall be released first, when the workload lessens.

Call Back Pay

A minimum of 3 hours of overtime pay will be granted for any call back to a Barnstable public school event after regular work hours.

A minimum of 4 hours of overtime pay will be granted for any call back to an outside event (non-Barnstable public school) after regular work hours.

All scheduled overtime, not considered extended workdays, will follow the minimum pay of a call back. For the purposes of this Article, a call back is any instance where a team member is required to return to work outside of their regularly scheduled shift to address an urgent maintenance issue.

Extended Workdays

An extended workday occurs when a team member works before or after their scheduled shift time, with the approval of their supervisor.

Minimum Payment: There is no minimum payment threshold for extended workdays. All time worked beyond the scheduled shift will be compensated according to the FLSA and any applicable collective bargaining agreements.

Building Checks: Building Safety/Security checks will be compensated at the employee's overtime rate for time worked with a minimum of 2 hours per building check. Building Safety/Security checks at Barnstable High School shall be 3 hours per building check.

ARTICLE XI SHIFT DIFFERENTIAL

The Committee shall schedule regular shifts for employees as it determines necessary in order to maintain efficient operations.

All employees working on the second shift shall be paid a differential of an additional \$1.00 per hour. The second shift is defined as any shift beginning after 2 p.m.

All employees working on the third shift shall be paid a differential of an additional \$1.50 per hour. The third shift is defined as any shift beginning after 8 p.m.

If an employee works three or more days on the second or third shift, he shall receive the shift differential for all days worked in that week.

**ARTICLE XII
MEAL PERIODS**

Employees shall be granted a meal period of one half (1/2) hour with pay. During such on-call meal periods, employees shall remain on the premises. Such one half (1/2) hour periods shall constitute time worked for purposes of computing the normal workweek. Whenever possible, the meal period shall be scheduled at the middle of the shift.

**ARTICLE XIII
REST PERIODS**

All regular full-time employees shall be entitled to take two ten (10) minute rest periods with pay during each shift. Each rest period shall be taken as near to the middle of the first and second halves of the employee's shift as possible.

**ARTICLE XIV
HOLIDAYS**

Holiday pay shall be given as follows to eligible regular employees who are regularly scheduled to work twenty (20) hours or more per week:

New Year's Day	Independence Day
Martin Luther King's Birthday (provided school is not in session)	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans Day
Good Friday	Thanksgiving
(provided school is not in session)	Day after Thanksgiving
Memorial Day	Half day before Christmas
Juneteenth (June 19 th)	Christmas

Each holiday shall be observed hereunder on the day established for its observance by Massachusetts Law. If a holiday falls on a Saturday, employees shall have the Friday preceding the holiday off with pay. If school is in session on that Friday, employees will receive a floating day off. If a holiday falls on a Sunday, employees shall have the following Monday off, provided school is not in session.

In order to be entitled to holiday pay for a particular holiday, such employee in all cases must:

- a. have completed one month of employment;
- b. have worked on both his last scheduled workday immediately preceding the holiday and his next scheduled workday immediately following the holiday unless his failure to work is excused for justifiable reason;
- c. have performed some work for the Employer during the workweek in which the holiday occurs or, if he is on paid vacation for that week, during the last workweek prior to his vacation.

Such employee shall not be eligible for holiday pay for a holiday if it occurs during a school vacation period during which he is not working (unless he is on paid vacation at the time of the holiday).

Holiday pay shall be computed on the basis of the employee's regular straight-time hourly rate times the number of hours, not to exceed eight (8), which the employee would be regularly scheduled to work on that day if it were not a holiday.

If one of the above holidays occurs during the paid vacation period of an employee who is eligible for holiday pay therefor, he shall receive an additional day off with pay to be scheduled by mutual agreement.

When an employee is required to work on any of the above holidays, he shall be paid for such work at time and one half in addition to any holiday pay that he may be entitled hereunder.

All employees regularly scheduled to work other than the Monday through Friday schedule shall receive an equal number of holidays as received by employees scheduled to work Monday through Friday.

ARTICLE XV VACATIONS

Each employee shall be credited as of July 1 with vacation leave with pay as follows:

For less than one (1) year's service, one (1) day for each calendar month not to exceed ten (10) days; for more than (1) but less than five (5) years' continuous service, ten (10) days; for more than five (5) but less than ten (10) years' continuous service, fifteen (15) days; for more than ten (10) years' continuous service, twenty (20) days; and for more than twenty (20) years' continuous service, twenty-five (25) days. Vacation leave cannot be taken during the employee's probationary period.

Each day of vacation pay for an eligible employee shall be computed on the basis of the employee's regular straight-time hourly rate times one fifth (1/5) of the number of hours per week that the employee is regularly scheduled to work, not to exceed eight (8) hours.

Vacations may be taken during the entire year subject to approval of the Custodian Supervisor so as to cause the least interference with efficient operations. If a vacation cannot be scheduled consistent with the efficient operations of the schools, such vacation shall be carried over to the next vacation year. Approval of the Custodian Supervisor shall not be withheld on an arbitrary basis, and denial of a request for vacation shall be subject to appeal to the Facilities Director, but not subject to the grievance procedure.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Any employee hired after July 1, 2015 shall only be allowed to carry over 10 days of vacation into the following fiscal year.

**ARTICLE XVI
FUNERAL LEAVE**

An employee who has completed his probationary period who suffers a personal bereavement as the result of the death of a member of his family may be absent for up to five (5) consecutive work days with pay at straight time for time lost from their regularly scheduled hours of work to attend the funeral if the deceased member falls within one of the following relationships: spouse, child, parent, sister, brother, grandparent, grandchild, father-in-law and mother-in-law. Under extenuating circumstances the Superintendent or designee may, at their discretion, grant additional leave under this Article.

**ARTICLE XVII
PERSONAL LEAVE**

The Committee may grant time off with pay to non-probationary employees to conduct necessary and important business. Such leave shall not exceed three (3) days in any one (1) calendar year and shall not cumulate from year to year. An employee shall notify his immediate supervisor at least twenty-four (24) hours in advance of requesting personal leave.

All employees may be granted a leave of absence without pay for good and sufficient reason upon the recommendation of the immediate supervisor and the approval of the Superintendent or his/her designee. During a leave of absence there shall be no accrual of sick leave, vacation leave or seniority.

**ARTICLE XVIII
JURY PAY**

When a non-probationary employee has been summoned for jury duty, provided that the employee presents the Facilities Director with his jury duty summons upon receipt of said summons, the employee will receive the difference between his regular straight time pay and jury duty pay upon presentation of proof of payment from the Clerk of Court. An employee shall report for work if on any day he is dismissed from jury duty and at least three hours of his regular scheduled workday remains.

**ARTICLE XIX
SICK LEAVE**

Section 1. Each regular full-time employee shall be credited with sick leave with pay at the rate of one and one quarter (1¼) days for each month of service, such credit to commence after one month of employment. Employees employed by the Committee on the effective date of this Agreement shall retain accumulated sick leave credits. Sick leave may be accumulated up to a maximum of 175 days. Any days over the maximum accumulation for any employee shall be deposited in the sick leave bank. An employee on paid sick leave shall receive his regular straight-time hourly rate times the number of hours per day, not exceeding eight (8) that he would otherwise have worked.

Section 2. Sick leave shall be granted only for valid sickness or illness. To be eligible for sick leave, an employee shall make every reasonable effort to notify his immediate supervisor of his absence prior to the normal starting time of his shift. If unable to notify his immediate supervisor at this time, the employee shall do so as soon as possible.

Section 3. The Committee may request a doctor's certificate or other medical evidence as proof of illness before making sick leave payments. If the Committee requires proof of illness, it shall be responsible for payment for such supporting medical evidence.

ARTICLE XX SICK LEAVE BANK

The Sick Leave Bank for use by custodians and matrons employed for a minimum of one year who have exhausted their own sick leave shall continue in effect.

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

Employees shall reimburse the Sick Leave Bank at a rate of eight (8) days per year not to exceed three (3) years. Employees shall not be permitted to apply for additional days until all owed days are reimbursed. Sick Leave Bank may be reimbursed with earned vacation time on a voluntary basis.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members—two members shall be designated by the School Committee to serve at its discretion; and two members shall be designated by the Union to serve at its discretion. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted and is authorized to establish rules for employees to join and use the Sick Leave Bank. If there is a tie vote, the decision will be against the applicant.

When the number of days in the Sick Leave Bank reaches twenty-five (25), all employees covered by this Agreement will be assessed an additional day which will be deducted from their annual sick 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.

The Sick Leave Bank Committee shall consider the following criteria in administering the Bank and the amount of leave, if any, to be granted:

1. Adequate medical evidence of serious long term illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in Barnstable School System.
4. Propriety of use of previous sick leave.
5. Employees must first exhaust available personal days and vacation days.

**ARTICLE XXI
SICK LEAVE BUY-BACK**

A sick day buy-back plan will be established as follows:

- a. An employee, upon retirement or an employee's estate, upon death, will be paid for all unused sick leave at the rate of \$100.00 per accumulated sick day.
- b. The maximum accumulation for sick leave buy-back is 175 days.
- c. The employee will provide a thirty (30) day notice to the Superintendent for the retirement option.
- d. Payment for accumulated sick days will be made to an eligible employee immediately following the employee's retirement. In the case of the death of an eligible employee, payment will be made to the employee's estate within three months of the employee's death.

**ARTICLE XXII
LEAVE FOR SERIOUS ILLNESS**

Each non-probationary employee shall be granted a temporary leave of absence with pay in each school year of up to seven (7) days in the event of a serious illness requiring bedside or household attention by the employee for a spouse, child, parent, sibling, grandchild, or any other member of the immediate household.

**ARTICLE XXIII
LONGEVITY PAY**

Employees will receive longevity pay as follows:

- a. Each employee who has completed five (5) years of continuous service with the Barnstable School System shall receive \$300.00 after having completed the fifth (5th) year and for each year thereafter up to ten (10) years.
- b. Each employee who has completed ten (10) years of continuous service with the Barnstable School System shall receive \$500.00 after having completed the tenth (10th) year and for each year thereafter up to fifteen (15) years.
- c. Each employee who has completed fifteen (15) years of continuous service with the Barnstable School System shall receive \$600.00 after completing the fifteenth (15th) year and for each year thereafter up to twenty (20) years.
- d. Each employee who has completed twenty (20) years of continuous service with the Barnstable School System shall receive \$700.00 after having completed the twentieth (20th) year and for each year thereafter up to twenty-five (25) years.
- e. Each employee who has completed twenty-five (25) years of continuous service with the Barnstable School System shall receive \$800.00 after having completed the twenty-fifth (25th) year and for each year thereafter.

- f. Each employee who has completed thirty (30) years of continuous service with the Barnstable School System shall receive \$900.00 after having completed the thirtieth (30th) year and for each year thereafter.

**ARTICLE XXIV
COMMITTEE RIGHTS**

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Committee except where such power, right or duty is specifically limited by this contract.

No employee shall be disciplined without just cause.

**ARTICLE XXV
NO STRIKE - NO LOCKOUT**

The Union agrees that no employee shall engage in, induce or encourage any strike, walkout, work stoppage, sit-down, slow-down, withholding of services, boycott (whether primary or secondary), picketing, demonstration, or any other direct or indirect interference with the Barnstable School System's operations. The Committee agrees not to conduct a lockout. The Committee may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance procedure or arbitration hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct.

In the event of a violation of this Article, the Committee or the Union, as the case may be, may institute legal action immediately against the other.

**ARTICLE XXVI
FLOATING CUSTODIANS**

The Committee may hire custodians to serve as floating custodians assigned to cover for absent custodians. Floating custodians will be regular custodians and will receive a second-shift differential, though they may be assigned to any shift as needed.

**ARTICLE XXVII
SUMMER BUILDING CLEANING**

The Committee may contract with private cleaning services to perform building cleanings each summer as follows:

- a.. Up to three school buildings may be cleaned each summer, depending on funding.
- b. The purpose of a summer building cleaning is to periodically clean a school building in a manner and to an extent that would not be feasible for the existing custodial staff in order to properly maintain the building and minimize health and safety risks to students and staff.
- c. No custodian will be laid off or reduced in regular hours of work as a result of any summer building cleaning, though custodians regularly assigned to a building being

cleaned (except for the head custodian) may be temporarily reassigned during the cleaning.

ARTICLE XXVIII MISCELLANEOUS PROVISIONS

Section 1. Bulletin Board - the Committee shall provide the Union with access to bulletin boards where notices are customarily posted for the information of employees. The Union shall have the right to use such bulletin board to exhibit official non-controversial notices such as notice of union meetings. Copies of all such notices shall be given to the building principal prior to posting, but his advance approval will not be required. If a member of the Administration objects to a particular bulletin, the matter will be taken up with the Union.

Section 2. Should any provision of this Agreement be found to be in violation of any Federal or State law, all the other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. No Discrimination—The parties to this Agreement agree that they shall not discriminate against any employee because of race, age in accordance with law, creed, color or sex.

Section 4. A uniform consisting of shirts and pants will be provided by the Barnstable Public Schools.

A winter coat and gloves will also be provided to each custodian upon hire and once per contract period thereafter. Employees may choose a style of coat. There shall be an annual boot allowance of \$300.00 for each employee; employees will wear footwear and foul weather gear at all appropriate times while on duty. Such gear will be provided by the School Department upon hire and as needed. Reimbursement shall be made after submission of receipt as proof of purchase.

Section 5. Union Steward - The Union Steward may not solicit grievances. However, if the steward is called upon to investigate a pending grievance, he may do so without suffering a loss of pay for time so spent provided he has permission in advance from the Principal and provided such investigation does not cause a disruption of the work schedule.

When the Employer hires new employees who are members of the bargaining unit one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

Section 6. Subject to approval of the health insurance application, the Committee shall contribute a premium for health insurance in the same amount and same coverage as provided for Town of Barnstable employees.

Section 7. Summer hours shall begin the Monday after the school year ends and end the day before the teachers' work year starts. In the discretion of the Principal, while summer hours are in effect one custodian at the High School may be scheduled to work from 9:30 a.m. to 6:00 p.m. Monday through Friday to enable the building to remain open for Barnstable

Public School groups. If no custodian volunteers for such schedule, the least senior custodian at the High School shall be required to work. This custodian shall be paid the second shift differential for all hours worked, even though his shift begins prior to 2:00 p.m., and he shall be paid time and one-half for all hours worked after 6:00 p.m.

Section 8. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy conditions shall be brought immediately to the attention of the employee's immediate supervisor and shall be subject to the grievance procedure. The Committee and the Union shall establish a joint safety committee consisting of two representatives of each party for the purpose of promoting sound safety practices and rules.

Section 9. All employees' leave time balances will be documented on their direct deposit notifications.

Section 10. All members of the bargaining unit shall be provided with a copy of the collective bargaining agreement and the cost of printing of the agreement shall be divided equally between the Union and the Committee.

Section 11. Employees will be reimbursed for tuition payments for any course successfully completed. Employees seeking reimbursement must receive prior approval to attend the class from an Education Committee made up of the Union President, Human Resources Director, and the Director of School Facilities.

Section 12. Head Custodians will have the option to be assigned to a work cell phone.

Section 13. Outsourcing of Custodial Services

The School Committee reserves the right to outsource part of its custodial services in the following circumstances:

Chronic Understaffing: When the custodial staff is unable to maintain a full staffing level for below the recommendations provided by DESE, despite good faith efforts to recruit and retain qualified personnel.

Cleanliness Standards Not Met: When the school facility consistently fails to meet generally accepted standards of cleanliness and sanitation, as outlined in the Barnstable Public Schools custodial standard of operating procedures.

Prior to Outsourcing

If the School Committee considers outsourcing custodial services under this provision, the following steps will be taken:

Consultation: The School Committee will consult with custodial staff and their representatives to discuss the reasons for outsourcing and explore alternative solutions.

Notice: The School Committee will provide written notice to the custodial staff and their representatives at least 14 calendar days before a final decision on outsourcing.

Transition Considerations

The School Department will make all reasonable efforts to minimize the negative impact of outsourcing on custodial staff. This may include providing opportunities for transfer to other positions within the school district.

Review and Revision

This clause will be reviewed by the School Committee every six months and may be revised as necessary to ensure its continued effectiveness.

**ARTICLE XXIX
WAGES**

Each step in the wage schedule represents one (1) full years' experience in that job classification. If an employee is below the maximum step on the schedule for his job classification, he may be advanced to the next higher step on his anniversary date each year.

Increase added to base wage effective:

July 1, 2024	3.00%
July 1, 2025	3.00%
July 1, 2026	3.00%


**ARTICLE XXX
WAGE REOPENER**

The wage schedule appended to this Agreement shall be reopened if any other bargaining unit of employees employed by the Committee receives a raise during the term of this Agreement. As used in this article, the term "raise" means a general wage or salary increase for employees in the unit that is paid for with new money and not by reallocating money from other compensation or benefits for employees in the unit. (For example, a general wage or salary increase that is paid for by eliminating course reimbursement or by deferring step increases is not a raise.)

**ARTICLE XXXI
DURATION**

This Agreement shall become effective on July 1, 2024, and shall remain in effect until 12:01 a.m. June 30, 2027. If either party desires a change or alteration in the Agreement, such party shall give written notice to the other of such desire by April 1, 2026. If no such notice is given, this Agreement shall continue in force from year to year and can be changed only after written notice as provided above by one party to the other at least ninety (90) days prior to July 1 of any year.

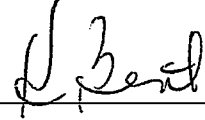
American Federation of State, County
and Municipal Employees, AFL-CIO,
State Council 93, Local 2977



Scott E. Taveira

Date July 12, 2024

Barnstable School Committee



Date 7-26-2024

WAGE SCHEDULE

Effective July 1, 2024 3%	Hire	Year 1	Year 2	Year 3	Year 4
SUB Custodian	20.63	21.74	22.30	0.00	0.00
Custodian	20.63	21.74	22.30	23.49	24.48
Foreman	22.94	23.96	25.19	25.91	26.94
Head Custodian	25.45	26.56	27.49	28.29	29.37

Effective July 1, 2025 3%	Hire	Year 1	Year 2	Year 3	Year 4
SUB Custodian	21.25	22.39	22.97	0.00	0.00
Custodian	21.25	22.39	22.97	24.19	25.21
Foreman	23.63	24.68	25.95	26.69	27.75
Head Custodian	26.21	27.36	28.31	29.14	30.25

Effective July 1, 2026 3%	Hire	Year 1	Year 2	Year 3	Year 4
SUB Custodian	21.89	23.06	23.66	0.00	0.00
Custodian	21.89	23.06	23.66	24.92	25.97
Foreman	24.34	25.42	26.72	27.49	28.58
Head Custodian	27.00	28.18	29.16	30.01	31.16

Article XII Shift Differential

Second shift differential shall be one (\$1.00) dollar per hour

Third shift differential shall be one dollar fifty (\$1.50) cents per hour.

Head Custodian at the High School shall be paid an additional two (2) dollars per hour.

Head Custodian at the INTERMEDIATE School shall be paid an additional one (1) dollar per hour.

Head Custodian at Elementary Schools supervising more than four custodians shall be paid additional thirty (30) cents per hour.

Foreman at the High School shall be paid an additional ninety (90) cents per hour.

Foreman at the INTERMEDIATE School shall be paid an additional fifty (50) cents per hour.

When employees are required to work when schools are closed due to inclement weather, they shall be paid at a rate of 1.5 times their normal rate for every hour worked. For 3rd shift custodians, it will apply to the shift immediately preceding the closure.