



**AGREEMENT**

**-Between-**

**TEAMSTERS LOCAL UNION NO. 25  
International Brotherhood of Teamsters**

**-And-**

**MEDFORD PUBLIC SCHOOL CUSTODIANS**

**For the Period**

**July 1, 2024 through June 30, 2027**

**Thomas G. Mari  
President/Principal Officer**

**Steven J. South  
Secretary-Treasurer**

**Printed & Assembled by  
Teamsters Local  
25 Office Staff**

**\*\*\* IMPORTANT \*\*\***

**UPON TERMINATION OF EMPLOYMENT,  
YOU MUST CALL THE UNION DUES OFFICE AT:**

**(617) 241-8825**

**TO REQUEST A WITHDRAWAL CARD  
IMMEDIATELY, OTHERWISE YOU WILL BE  
REQUIRED TO CONTINUE PAYING YOUR  
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25  
544 MAIN STREET  
CHARLESTOWN, MA 02129**

**(617) 241-8825**

**(800) 537-9825**

**FAX (617) 242-4284**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 .....	1
ARTICLE 2 .....	1
RECOGNITION .....	1
ARTICLE 3 .....	2
MANAGEMENT RIGHTS .....	2
ARTICLE 4 .....	2
COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT .....	2
ARTICLE 5 .....	2
UNION SECURITY and UNION DUES .....	2
ARTICLE 6 .....	3
GRIEVANCE PROCEDURE .....	3
ARTICLE 7 .....	5
SALARIES AND RATES OF PAY .....	5
ARTICLE 8 .....	5
HOURS AND OVERTIME .....	5
ARTICLE 9 .....	8
HOLIDAYS .....	8
ARTICLE 10 .....	8
VACATIONS .....	8
ARTICLE 11 .....	9
SENIORITY .....	9
ARTICLE 12 .....	10
UNIFORMS .....	10
ARTICLE 13 .....	10
SICK LEAVE .....	10
ARTICLE 14 .....	12
BEREAVEMENT LEAVE .....	12
ARTICLE 15 .....	12
PERSONAL LEAVE .....	12
ARTICLE 16 .....	12
COURT LEAVE .....	12
ARTICLE 17 .....	12
JURY LEAVE .....	12
ARTICLE 18 .....	12
MILITARY ABSENCE .....	12

ARTICLE 19.....	13
EMPLOYEE ABSENCE.....	13
ARTICLE 20.....	13
TRANSFER TO A LESSER POST.....	13
ARTICLE 21.....	13
PHYSICAL FACILITIES.....	13
ARTICLE 22.....	14
JOB DUTIES AND CUSTODIAN EVALUATION.....	14
ARTICLE 23.....	14
MISCELLANEOUS PROVISIONS.....	14
ARTICLE 24.....	15
CONTRACT CLEANING SERVICES.....	15
ARTICLE 25.....	17
GROUP LEGAL SERVICES FUND.....	17
ARTICLE 26.....	17
DENTAL AND VISION ONLY BENEFIT.....	17
ARTICLE 27.....	20
CIVIL SERVICE.....	20
ARTICLE 28.....	20
NON-DISCRIMINATION CLAUSE.....	20
ARTICLE 29.....	20
NO-STRIKE CLAUSE.....	20
ARTICLE 30.....	20
SEVERABILITY CLAUSE.....	20
ARTICLE 31.....	20
JUST CAUSE.....	20
ARTICLE 32.....	21
TIME REPORTING POLICY.....	21
ARTICLE 33.....	22
DURATION.....	22
APPENDIX A.....	23
APPENDIX B.....	24
OVERTIME.....	24
APPENDIX C.....	26
EVALUTATION.....	26
APPENDIX D.....	29

## **PREAMBLE**

Pursuant to the applicable provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE by and between the SCHOOL COMMITTEE OF THE CITY OF MEDFORD (hereinafter sometimes referred to as the Committee) and the MEDFORD PUBLIC SCHOOL CUSTODIANS, TEAMSTERS LOCAL NO. 25 (hereinafter sometimes referred to as Teamsters Local No. 25).

## **ARTICLE 1**

1. Recognizing that our prime purpose is to provide custodian service of the highest possible quality for the Public Schools of Medford and that good morale within the custodial staff of Medford is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:
  - a. Under the law of Massachusetts, the Committee, elected by the citizens of Medford, has final responsibility for establishing the custodial policies of the public schools of Medford;
  - b. The Superintendent of Schools of Medford (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
  - c. The custodial staff of the public schools of Medford has responsibility for providing in the school buildings custodial services of the highest possible quality;
  - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, and Superintendent, the Assistant Superintendents of Schools, Supervisor of Custodians, and Maintenance other managerial staff members as defined in Chapter 150E, and the custodial staff in the formation and application of policies relating to wages, hours, and other conditions of employment for the custodial staff; and so,
  - e. To give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE 2 RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes Teamsters Local No. 25 as the exclusive bargaining agent and representative of the custodial staff employed by the Committee expecting, however, every such employee who on the effective date of this Agreement is, or thereafter shall be, designated by the Committee as a representative of it for the purposes of such bargaining, and the Superintendent, Assistant Superintendents and the Supervisor of Custodians and Maintenance, and managerial and/or confidential employees, as defined in Chapter 150E.

**ARTICLE 3  
MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States, or any law or order pertinent thereto.

The determination and administration of custodial policy, the operations of the schools, the maintenance and care of schools and school grounds, custodial services and responsibilities and the direction of the staff are vested exclusively in the School Committee.

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

**ARTICLE 4  
COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

Subject to the provisions of this Agreement, the express wages, hours, and other conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement shall continue to be so applicable.

**ARTICLE 5  
UNION SECURITY and UNION DUES**

Upon compliance by the union with the necessary statutory requirements, the city will require, as a condition of employment, the payment of dues by the member of the Union and the payment of a service fee by a non-member on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment or effective date of the Bargaining Agreement, whichever is the later. Failure of any person to comply with this paragraph shall obligate the School Committee, upon written notice from the union to such effect, to discharge such person.

The School Committee agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees. Written authorization by the employee must be furnished to the School Committee via the Union in order for any deductions to commence. Dues deductions will be taken from the first (1<sup>st</sup>) payroll period of each month and remitted to the Local Union by the second (2<sup>nd</sup>) payroll period of each month.

Initiation fees will be deducted in installments of \$50 each pay period until paid in full. Any other uniform assessments will be deducted based on a schedule agreed upon by the School Committee and the Union. No deduction shall be made which is prohibited by applicable law. When an employee who is authorized for such deductions is a) not on the payroll during the week in which a deduction is to be made, or b) has no earnings or insufficient earning during that week, or c) is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The School Committee agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the School Committee written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The School Committee shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

The School Committee agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the School Committee of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The School Committee shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

Union Stewards/designees are entitled to a maximum of 7 days off for union business per contract year.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

A grievance is a complaint of any employee or Teamsters Local No. 25 which may arise concerning wages, hours and conditions of employment of an employee or employees in the bargaining unit covered by this Agreement and shall be settled in the following manner:

Step 1. Teamsters Local No. 25 shall present the grievance in writing to the Supervisor of Custodians and Maintenance, with the object of resolving the matter informally. A grievance must be filed within thirty days after the occurrence creating the grievance or within thirty days after the employee and/or Teamsters Local No. 25 should reasonably have acquired knowledge of the occurrence. Teamsters Local No. 25, who may be accompanied by the employee/s and the Supervisor of Custodians and Maintenance shall confer on the grievance with a view to arriving at a mutually satisfactory resolution. The Supervisor of Custodians and

Maintenance shall communicate his answer in writing to the employee and to Teamsters Local No. 25 within fourteen days after receipt of the complaint. If the Supervisor's answer does not resolve the grievance, the grievance may be referred to the Superintendent by Teamsters Local No. 25 within fourteen days after their respective receipt of the Supervisor's answer.

Step 2. The Superintendent, within fourteen days after receipt of the grievance, shall meet with representatives of Teamsters Local No. 25, who may be accompanied by the aggrieved employee/s, in an effort to resolve the matter. The Superintendent shall notify the employee and Teamsters Local No. 25 in writing of his disposition of the matter within fourteen days of this meeting. If the grievance is still unresolved, Teamsters Local No. 25 may submit the grievance in writing to the School Committee within fourteen days after its receipt of the Superintendent's answer.

Step 3. At its next regular meeting after receipt of the grievance, the School Committee shall meet with representatives of Teamsters Local No. 25, who may be accompanied by the aggrieved employee, in an effort to resolve the matter. The School Committee shall notify Teamsters Local No. 25 and the aggrieved employee in writing of its disposition of the grievance within fourteen days of the meeting.

Step 4. If the grievance still remains unresolved between the School Committee and Teamsters Local No. 25, then either party to the contract may submit the matter to arbitration within thirty days after Teamsters Local No. 25's receipt of the School Committee's response in Step 3, pursuant to the Labor Arbitration Rules of the American Arbitration Association provided, however, that no grievance shall be submitted to arbitration that;

4.1 Involves a matter outside of the scope of the express terms of this Agreement, notwithstanding, the fact that the matter may have been discussed as a grievance in Steps 1 through 3.

4.2 Involves a matter which has not been presented timely according to the time limitations as set forth herein unless modified in writing by the mutual consent of the parties.

Grievances pending or grievances which may arise during the summer vacation period shall be held in abeyance until the opening of school in September and then shall be processed in accordance with the provisions of this Article.

Grievances may be processed during regular working hours provided they do not interfere with the assigned or scheduled duties of the personnel involved.

Nothing in this Agreement shall be construed as to obligate the parties to arbitrate the unresolved matters in any future negotiations or opener thereof, to be entered into upon the termination, opening or reopening of this Agreement.

The arbitrator chosen shall have no power or authority to add to or subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding

upon the parties, subject to the provisions of General Laws Chapter 150C. The costs of the arbitration shall be shared equally by the Committee and Teamsters Local No. 25.

**ARTICLE 7  
SALARIES AND RATES OF PAY**

1. Effective July 1, 2025, there shall be a 2.75% wage increase. (See Appendix A)
2. Effective July 1, 2026, there shall be a 2.5% wage increase. (See Appendix A)
3. Effective July 1, 2027, there shall be a 2.5% wage increase. (See Appendix A)
4. Custodians shall reach their maximum in four steps.
5. A differential of 10% shall be paid for full night shifts established by the School Committee beginning at or after 2 p.m. and ending on or before 8 a.m. Monday through Friday and for Saturday and Sunday shifts.
6. Effective July 1, 2020, longevity payments shall be paid to members of the bargaining unit on the anniversary date of their employment for their years of service as follows:

5 years to	\$	1000
10 years to	\$	1200
15 years to	\$	1275
21 years to	\$	1350
25 years to	\$	1500
30 years to	\$	1700
35 years to	\$	2000
45 years	\$	3600
7. During any leap year, an adjustment will be made in the computation of each employee's daily rate of pay so that it will be the same as it would be at that employee's annual salary level in a non-leap year.

**ARTICLE 8  
HOURS AND OVERTIME**

1. The regular working hours of custodians shall be from 7 a.m. to 4 p.m. However, where school activities necessitate, the hours of a custodian may be adjusted to cover the building to 6 p.m., but all time beyond 6 p.m. is to be paid for at the rate of time and one-half.
2. In all elementary and junior high school buildings in the Medford Public School District, a 3:00 p.m. to 11:00 p.m. shift may be implemented.

3. A regular second shift shall be established by the Committee. Employees on this shift shall include coverage of the evening school and the community school at the High School on Monday through Friday only as part of their regular duties at straight time provided.
4. MPS will create a new shift from Saturday - Wednesday, 7 a.m. - 4 p.m., and may hire up to 2 people to fill these positions. This will increase the minimum staff from 32-34.
  - a) Employees filling this position will be entitled to the same shift differential for Saturday/Sunday hours worked as our night shift custodians.
  - b) Staff will be assigned to a specific building for Saturday and Sunday. They will provide coverage at any building as needed Monday - Wednesday.
  - c) Employees filling this position will report to the Director of Custodians.
  - d) The Saturday/Sunday workday will not be extended to avoid pre or post-shift overtime.
  - e) MPS will evaluate the shift schedule at the end of the contract and determine whether the shift will continue.
  - f) Employees filling this position will have no adjusted work hours in the summer.
5. The custodial staff of the community school shall be under the jurisdiction of the School Committee.
6. Two weeks' notice shall be given before any change in the schedule of any shift of any bargaining unit employees, exclusive of the travelers (various employees), is place into effect.
7. Overtime shall be rotated from the senior man down with the list posted. Appendix B of this Agreement describes how the overtime rotation list is to be administered at the High School.
8. Building checks on Saturday and Sunday shall be mandatory during the two (2) winter months of January and February. Building checks, call-ins, night rentals and any other assignments outside of an employee's regular hours shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half. In the event that an employee works for more than two (2) hours on a building check, call-in, night rental or any other assignment outside his/her regular hours, s/he shall be guaranteed a minimum of four (4) hours pay at time and one-half. Any snow shoveling work outside of an employee's regular hours that is performed between the hours of 12:01 a.m. Sunday morning and 6:59 a.m. Monday morning shall be compensated at double-time rates. Except as otherwise provided in this paragraph, building checks shall be done at the discretion of the Supervisor of Custodians.
9. Except during the summer months when Section 9 of this Article shall be applicable, the members of the bargaining unit who are assigned to the High School will be scheduled so that they work the same hours each day for five consecutive days each week and have two consecutive days off.

10. During the summer months (generally starting with the week in which July 1 falls and ending with the week in which August 24 falls, except when the school calendar dictates some slight adjustment in the summer schedule), management shall schedule bargaining unit staff normally on the 3-to-11 shift for the same day time four-day work weeks of ten-hour days. The 3-to-11 staff shall maintain the 10% differential pay schedule even though they will be working day hours for these summer months. Regular hours shall continue for one week after student dismissal week. Summer hours shall begin the following week or July 1<sup>st</sup>, whichever is earlier. Summer hours shall be as follows:

Fifty percent (50%) of the employees shall work Monday through Thursday from 6:00am – 4:00pm with Fridays off.

Fifty percent (50%) of the employees shall work Tuesday through Friday from 6:00am – 4:00pm with Mondays off.

Summer hours shall end two (2) weeks before the school year begins each year.

11. Except in emergency or severe weather situations, it is understood that no employee shall perform work in excess of his/her regularly scheduled work hours without the express, prior approval of a member of the School District's management staff. Such express, prior approval can be given orally, either in person or over the telephone, or in writing. A member of the management staff who so authorizes overtime work shall be presumed to be acting with the actual authority of the employer, and it shall not be the employee's responsibility to confirm actual authority.

The unscheduled/emergency overtime list will be used to sufficiently support snow and ice removal at all schools. If no custodian(s) volunteer, the custodian with the least seniority will be assigned the overtime.

Security monitor overtime shall be offered first to monitors. If there are not enough volunteers, the overtime shall be offered to other members of the security bargaining unit. If there are still not enough volunteers, then the overtime shall be offered to members of the custodial bargaining unit. All overtime procedures will follow those outlined in Appendix B.

12. MPS will assume management of the scheduled overtime and unscheduled overtime lists.
13. Overtime shifts will be expressed as a shift of time which contains a start time and an end time. It is the expectation that custodians working an overtime shift shall be responsible for all duties usually conducted within the school building.
  - a) No more than 2 rental/community school events will be considered a single OT shift.
  - b) OT shifts may also include 1 special project assignment that is intended to take no more than ½ of the shift.

**ARTICLE 9  
HOLIDAYS**

1. Any employee of the Union, shall be entitled to receive holiday pay if the holiday is recognized by MPS and observed on a regularly scheduled work day. Recognized holidays shall be identified on the approved MPS calendar by an N (No School). Employees shall be paid for holidays consistent with the number of hours in their regular workday schedule.
2. Any employee of the Union who works a 12-month schedule shall be paid consistent with the above. Additionally, 12-month employees shall be entitled to a paid holiday for Independence Day.
3. If a paid holiday falls during an employee's scheduled vacation period during the summer, the employee shall have the option of either taking off the day before or the day after his vacation without any loss in pay or of taking off any other work day during the summer without any loss in pay with the choice of the day being subject to the approval of the Supervisor.
4. Any custodian who checks his/her building, raises the flag(s), is called in, works on a rental or otherwise works on any of the above holidays shall be guaranteed, in addition, to his/her holiday pay, a minimum of four (4) hours pay at the rate of time and one-half. Any employee assigned to perform flag raising and related duties at more than one school on any single day shall be also be reimbursed for mileage for travel between school buildings at the IRS standard mileage rate (currently .58 cents per mile). Flag raisings shall be done on all holidays listed in this Agreement. On no holiday will any fewer than ten (10) custodians be assigned to perform flag raising duty, if ten (10) or more custodians are available and willing to perform such duty. The Operations Manager or his designee in consultation with Teamsters Local No. 25 representatives shall strive to distribute the holiday flag raising duty fairly among employees at the outside schools.

**ARTICLE 10  
VACATIONS**

1. Any member of the bargaining unit shall be entitled to vacation per the below schedule, based on years of service. Each employee shall be awarded their additional vacation immediately upon passing his/her anniversary of employment. Except as provided in the foregoing sentence, employees shall earn and be awarded their annual vacation time on January 1 of each year.

Years of Service	Hired after February 17, 1983	Hired after March 1, 1995
If worked 30 weeks prior to Jun 1	2 weeks	2 weeks
5 years	3 weeks	3 weeks
7 years	4 weeks	4 weeks
10 years	5 weeks	4 weeks + 1 day
13 years	5 weeks	4 weeks + 2 days

15 years	5 weeks	4 weeks + 3 days
18 years	5 weeks	4 weeks +4 days
20 years	5 weeks	5 weeks
25 years	5 weeks +2 days	5 weeks +2 days

2. After collecting selection forms from all employees on which forms they have indicated their preferences for vacation weeks, the employer shall establish and post the vacation week list by no later than March 1 of each year. Vacation weeks shall be granted based on seniority. Notwithstanding the right to select vacation by seniority, any employee who is entitled to five (5) weeks of vacation per year may take a maximum of four (4) weeks of vacation time during the school system's summer vacation period. The employee must take his/her fifth week of vacation time during the school year.
  
3. Vacation weeks may be split during the months of July and August, subject to the approval of management. In addition, the employees may choose one (1) or two (2) weeks of vacation outside of July and August, as determined by management, provided that determination shall not be exercised arbitrarily. All vacations in the summer of 2001 will end no later than one (1) week before school opens. Commencing with the summer of 2002, all vacations in the summer will end no later than two (2) weeks before school opens. Employees may take vacation in seniority order during school vacations during the school year if they receive written approval from management.
  
4. Employees who work upon request during any part of their vacation period shall be paid for such work at the rate of time and one-half.
  
5. Employees will be allowed to take single vacation days by seniority if they receive written approval from management. A 72 hours' notice shall be required.

**ARTICLE 11**  
**SENIORITY**

Custodians shall be notified when a vacancy to be filled occurs within the custodial department. All vacancies to be filled shall be posted for a minimum of one week. In the selection of an employee to fill a vacancy, seniority will be a factor to be taken into consideration. Seniority shall be computed from the date of permanent appointment to the title grade. The School Committee shall first determine qualifications and, depending upon qualifications and seniority, vacancies shall be filled. The successful bidder for a vacant position must accept the position in the absence of an intervening change in circumstances or condition. If, because of such an intervening change in circumstances or condition, the successful bidder declines to accept the vacant post, then it shall be offered to the next eligible bidder based upon qualifications and seniority.

**ARTICLE 12**  
**UNIFORMS**

1. Effective January 1, 2024, the annual clothing and maintenance allowance shall be \$800. Effective January 1, 2025, the annual clothing and maintenance allowance shall be \$850. The annual clothing and maintenance allowance shall be paid in a lump sum in July of each fiscal year. All staff will wear MPS provided shirts at all times
2. Adequate foul weather gear with the initials "M.P.S." will be supplied to the members of the bargaining unit and will be replaced as needed. The foul weather gear will be stored in a readily accessible place so that it is available when needed.
3. Disposable coveralls shall be provided for members of the bargaining unit whenever they are required to clean boilers or perform similar type work.
4. Within two (2) months of ratification of the 2024-2027 Agreement, the employer will provide 8 shirts at the option of the custodians from the following options: hoodie, long-sleeve shirt, short-sleeve shirt, collared polo shirt.. MPS will replace damaged shirts upon reasonable request. In addition, any insignia or identification on the aforesaid shirts shall be attached at the employer's expense. It is understood and agreed that the employee can wear tan, dark or navy blue, or black pants (or, in the summer months, shorts or the aforesaid colors). It is further understood that all employees will come to work with a generally professional, neat, and clean appearance. No stained, torn, or faded clothing may be worn to work, except that in extraordinary circumstances, an employee may obtain leave, from their building principal or immediate supervisor, to wear clothing that is outside the above limitations of the dress code.
5. From May through September members of the Bargaining Unit shall be allowed to wear shorts.

**ARTICLE 13**  
**SICK LEAVE**

1. Any regular employee covered by this Agreement who is absent on account of personal illness or other like disability or any quarantine regulations of the Board of Health shall receive full pay for the first eighteen (18) days of absence in any year. During an employee's initial and final years of employment, his sick leave entitlement for each of those years shall be pro-rated at the rate of one and one-half (1 1/2) days per month from the date of hire in his initial year of employment and to the date of termination in his final year of employment. All employees hired on or after July 1, 2001 will accrue 13 sick leave days per year.
2. Unused sick leave may be accumulated from year to year without limit, and there shall be no limit on the utilization of accumulated sick leave days when needed.

3. Cumulative sick leave is the sum of all the unused portions of an employee's annual sick leave allowance accumulated during the consecutive and uninterrupted years of service which the employee has rendered the City prior to his receiving cumulative sick leave. A written application for payment of salary under the cumulative sick leave plan should be made to the Superintendent within ten days after the expiration of the yearly sick leave allowance. The application should be accompanied by a statement of the employee's physician. Thereafter, every two weeks of continued absence, the employee shall file with the Superintendent of Schools, an absentee certificate signed by his or her physician. The School Committee reserves the right to require the certificate of the school physician in addition to the above certificate. Failure to comply with these regulations governing the cumulative sick leave plan will deprive the applicant of participation herein.
  
4. Upon death while in the service of the Medford Public School System or upon retirement, a custodian or, where applicable, his or her estate, shall receive reimbursement for each unused sick leave day in the custodian's cumulative account in excess of 50 days at the rate of 30% of the custodian's then current daily base salary up to a maximum of \$7,500.
  
5. There shall be an annual incentive plan for low sick leave utilization during each contract year in accordance with the following schedule:

<b>NUMBER OF SICK LEAVE DAYS USED DURING A CONTRACT YEAR</b>	<b>INCENTIVE PAYMENT AS OF 7/1/24</b>	<b>INCENTIVE PAYMENT AS OF 7/1/25</b>
0	\$1,100	\$1,200
1	\$1,000	\$1,100
2	\$900	\$1,000
3	\$800	\$900
4	\$700	\$800
5	\$600	\$700

The said incentive payment shall be paid during the month of July immediately following the end of each contract year. Receipt of the foregoing incentive payments shall not result in the forfeiture of any of the employee's unused sick leave days.

**ARTICLE 14**  
**BEREAVEMENT LEAVE**

A total of four (4) days off without loss of pay will be granted to each employee covered by this Agreement in the case of and at the time of each death in the employee's immediate family defined as husband, wife, parent, grandparent, son, daughter, brother, sister, parent-in-law or foster parents, grandchild, or in other instances, to be determined by the Superintendent of Schools. A total of one (1) days off without loss of pay will be granted to each employee covered by this Agreement in the case of and at the time of each death in the employee's family defined as brother-in-law, sister-in-law, aunt, or uncle. This leave is not cumulative and must have the approval of the Superintendent of Schools.

**ARTICLE 15**  
**PERSONAL LEAVE**

Each member of the bargaining unit may use up to three (3) days each school year for business purposes or on account of serious illness in the employee's family without loss of pay. This leave is not cumulative and must have the approval of the Superintendent of Schools. Where not expressly prohibited, Teamsters Local No. 25 and the School Committee agree that personal leave shall not be used to extend vacations and holiday weekends.

**ARTICLE 16**  
**COURT LEAVE**

Any custodian required to attend a court or other legal proceeding during the school day for school-related legal activities shall do so without loss of pay. Any custodian who is required to attend a court or other legal proceeding for a work-related legal matter at a time when he is not scheduled to be on duty shall be paid for such time at the rate of time and one-half.

**ARTICLE 17**  
**JURY LEAVE**

Any employee covered by this Agreement who actually serves on a jury or is obligated to remain on jury duty shall receive the difference between his jury pay and his regular pay provided that he returns to work when not so obligated to serve after having been dismissed by the Court.

**ARTICLE 18**  
**MILITARY ABSENCE**

A maximum of ten (10) school days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be permitted without loss of pay, as a result of said leave, provided the custodian produces a written statement from his commanding officer which indicates that said military leave was necessary and could not be scheduled at any other time.

**ARTICLE 19**  
**EMPLOYEE ABSENCE**

1. If a custodian is assigned to replace another custodian who is absent for five (5) consecutive working days or more, he or she shall receive the salary of the position he or she fills but not less than his or her present salary. In order for an adjustment to be made, the salary of the replacement will be less than the post he is filling, according to Civil Service Rules and Regulations.
2. A carpenter may open a school, but as soon as a substitute custodian can be obtained, the carpenter will be relieved by the custodian.
3. Whenever ten (10) or more custodians who are assigned to a given shift are absent from work for any reason, the Supervisor of Custodians shall have the right to provide required coverage in the elementary schools by temporarily transferring a custodian (or custodians) on that shift who is (or are) assigned to the High School, the Junior High Schools or the Swan Elementary School on days when there are at least three men on duty at that school to the elementary school (or schools) when the coverage is required. Whenever any such transfer is made under this section, it shall be the last senior custodian in the school from which the transfer is made who is transferred, and he shall be paid the salary of the position to which he is temporarily transferred or his own salary, whichever is higher. In other words, no employee shall suffer any reduction in pay as a result of any such transfer.

**ARTICLE 20**  
**TRANSFER TO A LESSER POST**

1. A custodian requesting a transfer to an available lesser post may request in writing such transfer from the Supervisor of Custodians and Maintenance. In accepting the transfer, he will accept in writing the lesser pay schedule. Then the vacated post will be advertised according to bidding procedures.
2. Whenever possible and practical, the available junior permanent custodian (one who has completed his six-month probationary period) shall be assigned to an un-bid permanent position.

**ARTICLE 21**  
**PHYSICAL FACILITIES**

Where possible and practical, the employees covered by this Agreement shall be provided with the following:

1. Individual lockers
2. Rest room with refrigerator, stove, dining room and chairs.
3. Toilet facilities.

**ARTICLE 22**  
**JOB DUTIES AND CUSTODIAN EVALUATION**

1. See Appendix D - General Outline of the Duties and Responsibilities of the Custodians and Sr. Custodians in the Medford Public Schools.
2. The Superintendent, or designee, will review each employee's job performance on a regular basis. The first shall be a performance evaluation which will take place at the end of the one hundred eighty (180) day introductory period and excludes spares. In the event that a spare is permanently hired into the union, the first date of evaluation will occur in April, immediately following the permanent appointment.

The Superintendent, or designee, will conduct the employee's subsequent Performance Evaluations on or around April of each year (after one year of employment has been completed) and then annually in April thereafter. The purpose of the evaluation is to allow the supervisor and the employee to discuss the employee's work performance and to develop goals for improving the employee's job performance and increasing his/her job satisfaction. In conducting a Performance Evaluation, the following should occur:

- a) The supervisor should complete a Performance Evaluation form in Appendix C. The supervisor should focus on the employee's overall performance, areas for improvement, and areas where the employee has done well or excelled.
- b) Once the Performance Evaluation form is completed, the supervisor will meet with the employee to review it.
- c) An employee who disagrees with his/her performance evaluation may, within 30 days of the meeting, submit a written response and/or request in writing for an evaluation from the department head. Should one or both of these steps be undertaken, the written documents would be placed in the employee's personnel file.
- d) After the meeting, the performance evaluation form must be signed by both the employee and the supervisor. It is then submitted to Human Resources.

**ARTICLE 23**  
**MISCELLANEOUS PROVISIONS**

1. Summer supplies are to be delivered to the schools.
2. Except during the summertime or school vacations, major painting work will be performed by members of the bargaining unit only while school is not in session.
3. The School Committee shall continue to provide the employees in the bargaining unit with safe equipment in good working order with which to perform their duties. If any employee believes that he is not being provided with safe equipment, he shall

have the right to call the matter to the attention of his immediate supervisor who shall cause the equipment to be inspected, evaluated and, if necessary, repaired. If any such matter is not satisfactorily resolved by the Supervisor of Custodians and Maintenance within five days after it has been raised, Teamsters Local No. 25 shall have the right to bring the matter to the representatives of Teamsters Local No. 25 in an effort to resolve the issue in dispute. If any such matter is not satisfactorily resolved by the Superintendent of Schools within three days after it has been called to his attention, Teamsters Local No. 25 shall have the right to submit the matter directly to final and binding arbitration in accordance with the procedure set forth in Step 4 of the Grievance Procedure (Article 6) for resolution of the substantive issue in dispute.

4. No employee shall be required or expected to enter a boiler without someone else being in the immediate vicinity.
5. Except as provided in Article 23, the School Committee shall not enter into any agreement with any outside contractor that may result in any of the work that is or has been performed by members of Teamsters Local No. 25's bargaining unit being performed by an outside contractor unless Teamsters Local No. 25 has been given prior written notification and a reasonable advance opportunity to bargain with respect to any such matter.
6. All employees covered by this agreement shall receive all safety and security training that is provided to any other employees of the schools.
7. The IRS mileage rate shall apply for travel between schools during work hours.

#### **ARTICLE 24 CONTRACT CLEANING SERVICES**

Notwithstanding any other provision of this collective bargaining agreement to the contrary, the Teamsters hereby agrees that the School Committee can contract with a private cleaning service company (hereinafter referred to as "outside cleaning service"). It is understood and agreed that it is not the School Committee's intent in contracting with an outside cleaning service to eliminate or further reduce the size of the custodial bargaining unit, but rather to supplement the custodial unit. The Teamsters agree to the use of outside cleaning services, provided that the School Committee adheres to the following conditions:

1. Except as provided in paragraph 2 below, the outside cleaning service employees will be assigned exclusively to work in the Medford High School/Vocational Technical buildings and the McGlynn School. Such work shall be performed exclusively between the hours of 4 p.m. and 7 a.m. on school days and between the hours of 4 p.m. and 9 a.m. on non-school days.
2. In the event that the contract with the outside cleaning service includes grounds work at the High School/Vocational Technical or McGlynn School premises, it is understood and agreed that such grounds work may be done during daylight hours.

The following non-routine tasks, or “special projects,” may be performed by the outside cleaning service at the outside schools during school vacation periods:

1. Exterior work, including exterior painting, grounds, and windows, and
2. During the summer vacation period, a team of the outside cleaning service may be assigned to each outside school once per calendar year for one period of up to 5 consecutive work days when the bargaining unit custodial staff is on vacation; provided, however, the cleaning service team shall take into account any list of tasks that the staff custodians may leave.
3. No employee who was hired on or before July 1, 2019, and is represented by the Teamsters Local 25 shall suffer a loss of employment or a reduction in the regular hourly wages as a result of the hiring of an outside cleaning service. Any employee represented by the Teamsters, displaced from the position s/he held as of July 1, 2019, to a lower paying position, shall continue to be paid under the wage schedule of the prior position and shall enjoy all general wage increases that are applied to that position’s wage schedule prospectively. The first two moves by any employee from the position s/he held as of July 1, 2019, to a lower paying position, even if voluntary, shall receive the above described wage protection. If, at any time after the two moves that are provided for in this paragraph, an employee voluntarily bids into a lower paying position, s/he shall lose the wage protection set forth in this paragraph. Any employee represented by the Teamsters, displaced by an employee of an outside cleaning service, shall maintain the 10% differential pay schedule no matter what shift that employee is assigned to.
4. The employees who hold positions that are represented by the Teamsters shall be supervised by a managerial employee of the School Committee and shall not be supervised by, or be required to take directives from, any employee of the outside cleaning service.
5. Every effort will be made by the School Committee and its agents to avoid making any involuntary change in the shift assignment or location of work assignment of Teamster members and will seek the Teamster’s input as to how such an involuntary change in assignment could be avoided. If, after discussions with the Teamsters pursuant to foregoing sentence, such an involuntary change is determined to be unavoidable, the School Committee agrees to negotiate with the Teamsters and the affected employee(s) over the impact of such a change. Any impact bargaining pursuant to this paragraph shall be done on an expedited schedule. The parties shall agree on a meeting date and all impact bargaining shall be completed within ten (10) days of the first impact bargaining session, unless the parties mutually agree to amend the expedited schedule in any given cases
6. The number of permanent custodial positions filled by employees represented by Teamsters Local 25 shall not fall below thirty-four (34) due to an increase to create

a new weekend shift as of 7/1/24. When an employee leaves the employment of the schools, the School Committee shall be required to replace said employee within thirty (30) days. The parties agree that the increase of two (2) may be terminated at the conclusion of this contract term upon operational review by MPS. If such termination occurs the following language shall be reinserted into Section 8 of the contract:

- Rentals shall be paid for at the rate of time and on-half in accordance with the present practice
- Item 3: will be amended to add: however, that the present practice of coverage on overtime for the community school and/or school rentals at the High School on Saturday and Sunday at all other schools at all times shall continue for the duration of this agreement.

The city shall also have the right to hire spare custodians that may work on a day to day basis. Spare custodians shall be members of the bargaining unit, however they shall only be entitled to wages, sick days (accrued at 1 hour for every 30 hours worked with a maximum of five (5) sick days per year pursuant to state law), and holidays if they work the school day before and the school day after. These custodians shall cover absences due to vacation, sick time, workman's compensation, jury duty, personal days, etc. The spare custodians shall be required to work at any of the schools at the direction of management.

Spare Custodians shall be paid at Two Dollars (\$2.00) per hour less than the Step One (1) rate.

Working spare seniority once permanently hired will be based on the date of first continuous employment as a spare.

## **ARTICLE 25 GROUP LEGAL SERVICES FUND**

Effective upon ratification of this Agreement, the City agrees to deduct from the wages of all employees who shall participate in the Union's Group Legal Services Fund the amount of \$8.00 per week, and to remit same to the Group Legal Services Fund each payroll period that the participating employee has wages due.

## **ARTICLE 26 DENTAL AND VISION ONLY BENEFIT**

- a) This Dental and Vision Benefit Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.
- b) Commencing upon ratification, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") for each and every employee performing work within the scope of and/or

covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each week of forty (40) hours, for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$22.00 per week to the Health Plan, representing 50% of the full dental and vision benefit premium. The Employee's 50% share at \$22.00 per week shall be made on a pre-tax payroll deduction basis.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof; figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours worked.

- c) The Employer shall remit payments to the Fund on the fifteenth (15<sup>th</sup>) day of the month for the prior month. Payment shall be made to Teamsters Union 25 Health Services & Insurance Plan, 529 Main Street, Suite 209, Charlestown, MA 02129.
- d) The Employer agrees to and has executed a copy of the Teamsters Union 25 Health Services & Insurance Plan Agreement and Declaration of Trust dated May 2008 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.
- e) The parties agree that the Plan adopted by the Trustees of the Health Plan shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Health Plan as a deduction for income tax purposes.
- f) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Health Plan and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Health Plan.

If the Employer shall fail to make contributions to the Health Plan by the fifteenth (15<sup>th</sup>) day of the month following the month during which the employees performed

work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Health Plan have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be

responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Plan and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

- g) No oral or written modification of this section regarding dental and vision contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Plan.
- h) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report of contributions sent to the Health Plan.
- i) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

**ARTICLE 27  
CIVIL SERVICE**

Nothing herein contained which is inconsistent with the Civil Service Laws of the Commonwealth of Massachusetts shall be effective.

**ARTICLE 28  
NON-DISCRIMINATION CLAUSE**

The School Committee and Teamsters Local No. 25 agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in Teamsters Local No. 25, the exercise of supervisory responsibility in the course of employment or on account of race, religion, creed, color, national origin, sex or age.

**ARTICLE 29  
NO-STRIKE CLAUSE**

Teamsters Local No. 25, on its own behalf and on behalf of each of the employees whom it represents, hereby agrees and covenants that it will not authorize, approve, participate in or in any way encourage or condone any strike, work stoppage, slowdown or withholding of services in whole or in part, and including paid extra-hour services, from the employer, the City of Medford School Committee and the City of Medford. In the event that the existing statute changes, then Teamsters Local No. 25 and the School Committee shall meet to renegotiate this article.

**ARTICLE 30  
SEVERABILITY CLAUSE**

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with Teamsters Local No. 25.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE 31  
JUST CAUSE**

No custodial employee shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined in any way except for just cause.

**ARTICLE 32**  
**TIME REPORTING POLICY**

Custodial staff will not be the first or second non-exempt unit subject to time reporting requirements.

The policy is as follows:

It is the responsibility of custodians to accurately record hours worked utilizing the time clock system. It is also the responsibility of each employee to not allow others to punch in or out on their behalf. Working shifts and time paid will continue to be consistent with Article 8 Item 11.

Custodians are required to:

- Clock in at the beginning of the day within 7 minutes of the scheduled start time.
- Clock in and out for lunch breaks
- Clock out at the end of the day within 7 minutes of the scheduled end time.

Supervisors may use discretion and disciplinary actions when employees have various albeit repeated offenses to the time reporting policy procedure. Disciplinary action may occur according to progressive discipline whereby the first violation will be a verbal warning, the second violation will be a written warning, the third violation will be a suspension, and subsequent violations can be suspension up to and including dismissal.

If there is a problem with the time clock, custodians should notify their supervisor, who will then notify the Director of Custodians. Such notification will serve as a notification that the custodian is clocking in or out at the time of notification.

When the Medford School Committee purchases an electronic or mobile access time reporting system that requires custodians to log into a software application to complete time reporting, the Medford School Committee will review the implementation plans with the Custodial Union and work to resolve questions raised.

**ARTICLE 33  
DURATION**

This agreement and each of its provisions shall be in effect as of July 1, 2024, and shall continue in full force and effect until and including June 30, 2027. Thereafter, this Agreement shall automatically renew itself for successive terms of one year each unless by January 1, next prior to the expiration of the contract year involved, either the Committee or Teamsters Local No. 25 shall have given the other written notice of its desire to modify or terminate this Agreement.

**Medford School Committee**

**Teamsters Local Union No. 25**

  
\_\_\_\_\_  
Medford School Committee

  
\_\_\_\_\_  
Nancy L. Campbell  
Business Agent

5/9/2025  
\_\_\_\_\_  
Date

5/9/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Thomas G. Mari  
President/Principal Officer

5/12/2025  
\_\_\_\_\_  
Date

**APPENDIX A**

**CUSTODIANS SALARY SCHEDULE**

	<b>Final from Last Contract FY24 7/1/23 - 6/30/24</b>				<b>FY25 7/1/24 - 6/30/25</b>			
<b>Senior Custodian</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>26 Pay Periods</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>52 Pay Periods</b>
	2.50%	\$38.19	\$1,527.60	\$79,435.20	2.75%	\$39.24	\$1,569.60	\$81,619.20
<b>Junior Custodian</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>52 Pay Periods</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>52 Pay Periods</b>
Step 1	2.50%	\$27.75	\$1,110.00	\$57,720.00	2.75%	\$28.51	\$1,140.40	\$59,300.80
Step 2	2.50%	\$28.63	\$1,145.20	\$59,550.40	2.75%	\$29.42	\$1,176.80	\$61,193.60
Step 3	2.50%	\$29.51	\$1,180.40	\$61,380.80	2.75%	\$30.32	\$1,212.80	\$63,065.60
Step 4	2.50%	\$30.39	\$1,215.60	\$63,211.20	2.75%	\$31.23	\$1,249.20	\$64,958.40
Step 5	2.50%	\$32.91	\$1,316.40	\$68,452.80	2.75%	\$33.82	\$1,352.80	\$70,345.60

	<b>FY25 7/1/25 - 6/30/26</b>				<b>FY27 7/1/26-6/30/27</b>			
<b>Senior Custodian</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>52 Pay Periods</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>52 Pay Periods</b>
	2.50%	\$40.22	\$1,608.80	\$83,657.60	2.50%	\$41.23	\$1,649.20	\$85,758.40
<b>Junior Custodian</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>52 Pay Periods</b>	<b>%</b>	<b>Hourly</b>	<b>Pay period 40 hours</b>	<b>52 Pay Periods</b>
Step 1	2.50%	\$29.22	\$1,168.80	\$60,777.60	2.50%	\$29.95	\$1,198.00	\$62,296.00
Step 2	2.50%	\$30.16	\$1,206.40	\$62,732.80	2.50%	\$30.91	\$1,236.40	\$64,292.80
Step 3	2.50%	\$31.08	\$1,243.20	\$64,646.40	2.50%	\$31.86	\$1,274.40	\$66,268.80
Step 4	2.50%	\$32.01	\$1,280.40	\$66,580.80	2.50%	\$32.81	\$1,312.40	\$68,244.80
Step 5	2.50%	\$34.67	\$1,386.80	\$72,113.60	2.50%	\$35.54	\$1,421.60	\$73,923.20

## **APPENDIX B OVERTIME**

There shall be two overtime lists: a scheduled overtime list and an unscheduled/emergency overtime list.

The scheduled overtime list for all school buildings will be posted in a central location at each school building for the information of all custodians by 11 a.m. each Friday morning for the ensuing week, Monday through Sunday, by the Director of Custodians. All custodians selected for overtime shall provide a confirmation of the shift to the Director of Custodians by 5 p.m. on Friday. The Director of Custodians will determine the format and procedure for issuing the list and receiving confirmations. Custodians will be notified of changes to the process at least one week in advance of the change.

Scheduled overtime shall be defined as overtime that was originally on the Friday schedule. In the event a custodian declines overtime after already being assigned that overtime on Friday, the overtime shift shall be offered to the next employee on the scheduled overtime rotation.

The list is posted to give the staff advance notice so they can make their plans accordingly.

It is, and has been, the policy to distribute overtime in the fairest and most equitable manner among all the custodians at all schools. Therefore, the greatest care shall be exercised in compiling the scheduled overtime list to avoid errors in scheduling.

If, after the list has been posted, it is discovered that an error has been made and correction cannot be made without seriously disrupting the entire list, which would only serve to defeat the purpose for which it was intended, the affected person shall be put on the next list of scheduled overtime. A person who refuses scheduled overtime for any reason simply loses that turn.

All overtime assignments will be expressed as a shift which contains a shift start time and a shift end time. It is the expectation that custodians working an overtime shift shall be responsible for all duties usually conducted within the school building. No more than 2 events will be scheduled per overtime shift. Overtime shifts will additionally include one project assignment estimated to take no longer than half the scheduled shift.

In the event it is necessary to select a custodian for unscheduled/emergency overtime, the following method will be used:

Emergency overtime shall be defined as overtime that was not on the original Friday overtime list.

A list will be maintained to manage emergency overtime. It will be managed separately from the above-listed scheduled overtime list. The Director of Buildings and Grounds will make all assignments of emergency overtime.

It is, and has been, the policy to distribute overtime in the fairest and most equitable manner among all the custodians at all schools. Therefore, the greatest care shall be exercised in compiling the scheduled overtime list to avoid errors in scheduling.

If, after the list has been posted, it is discovered that an error has been made and correction cannot be made without seriously disrupting the entire list, which would only serve to defeat the purpose for which it was intended, the affected person shall be put on the next list of scheduled overtime. A person who refuses scheduled overtime for any reason simply loses that turn.

All overtime assignments will be expressed as a shift which contains a shift start time and a shift end time. It is the expectation that custodians working an overtime shift shall be responsible for all duties usually conducted within the school building. No more than 2 events will be scheduled per overtime shift. Overtime shifts will additionally include one project assignment estimated to take no longer than half the scheduled shift.

**APPENDIX C  
EVALUTATION**

**ANNUAL PERFORMANCE EVALUATION (PAGE 1 OF 3)**

Date:			
Employee:		Position:	
Department/School:			
Evaluator(s):		Position:	
Evaluation Period:	From:	To:	
Date of Hire:		How long in current position:	
<b>PERFORMANCE RATINGS</b>			
1 = Unsatisfactory	Performance FAILS to meet the standards set for the position <b>(Does not meet expectations)</b>		
2 = Fair	Performance occasionally meets standards for position		
3 = Good/Satisfactory	Performance meets the standards set for this position <b>(Meets Expectations)</b>		
4 = Above Average	Performance occasionally exceeds the standards set for this position		
5 = Outstanding	Performance consistently exceeds the standards set for this position <b>(Exceeds Expectations)</b>		

<b>DUTIES</b>						
Meets school/department cleaning standards.	1	2	3	4	5	N/A
Completes scheduled tasks and scheduled work in a timely manner.	1	2	3	4	5	N/A
Shows initiative in addressing building/facility needs.	1	2	3	4	5	N/A
Takes independent action when appropriate.	1	2	3	4	5	N/A
Is thorough and consistent in meeting work standards and in performing required work.	1	2	3	4	5	N/A
Displays awareness of safety and security factors. Wears protective equipment and clothing as necessary.	1	2	3	4	5	N/A
Provides for security of equipment, materials, and facility as appropriate.	1	2	3	4	5	N/A

<b>DUTIES</b>						
Demonstrates knowledge of equipment, materials and methods.	1	2	3	4	5	N/A
Is knowledgeable of district and departmental policies and procedures.	1	2	3	4	5	NA

<b>COMMUNICATION</b>						
Shows respect and appreciation for the feelings and opinions of others, demonstrates consideration for individual and cultural diversity as well as cultural competency.	1	2	3	4	5	N/A
Interacts well with the school community.	1	2	3	4	5	N/A
Responds appropriately to challenge/change or new situations.	1	2	3	4	5	N/A

<b>PROFESSIONALISM</b>						
Demonstrates respectful, courteous and considerate conduct.	1	2	3	4	5	N/A
Interacts well with others. Cooperates when working with administrators, supervisor, staff and community.		1	2	3	4	N/A
Is punctual and reliable.	1	2	3	4	5	N/A
Presents professional appearance.	1	2	3	4	5	N/A

<b>SENIOR CUSTODIANS ONLY</b>						
Effectively plans, schedules and directs work to others.	1	2	3	4	5	N/A
Demonstrates good supervisory and team leadership skills.	1	2	3	4	5	N/A
Trains Junior and other custodians as appropriate.	1	2	3	4	5	N/A
Ensures the necessary supplies are available in the school building	1	2	3	4	5	N/A
Addresses and attempts to resolve disputes at team level.	1	2	3	4	5	N/A

OVERALL EVALUATION RATING	
Unsatisfactory	
Fair	
Good/Satisfactory	
Above Average	
Outstanding	

Evaluator:	
General Comments:	

Employee:	
Responsive Comments:	

The signature of the individual on this form only indicates that the individual has reviewed the performance report with the evaluator.

Signature of Employee:	Date:
Signature of Evaluator:	Date:

## APPENDIX D

### General Outline of the Duties and Responsibilities of the Custodians and Sr. Custodians in the Medford Public Schools

#### Job Title: Jr. Custodian

##### **Summary of Position:**

Performs routine custodial and general maintenance of the School Facility. Normally works under supervision, night custodians may be required to work independently.

##### **Essential Functions:**

- Clean assigned areas, including vacuuming, stripping and refinishing tile floors, mopping floors, cleaning bathroom fixtures as well as floors, stalls, and walls, cleaning/shampooing carpets and furniture, picking up spills and using extraction equipment, cleaning windows, fixtures, and art objects, removing and empty cartons, trash/recycling, and contaminated waste.
- Restock assigned areas and maintain utility supplies in utility/janitor closets. Restock paper goods and soap regularly throughout the school facility.
- Support movement of materials within the school facility.
- Complete necessary reports and maintains records and logs regarding situations and work completed in the school facility.
- Deliver equipment and set up spaces for meetings and events.
- Respond to school facility emergencies and notify appropriate staff after hours of problems that require additional staff.
- Spot painting and touchups of hallways and classrooms.
- Opens or locks all exit doors. Checks panic hardware, door closers. Reports any malfunctions.
- Performs grounds and play area responsibilities. Cuts grass, trims, fertilizes and weeds, performs minor exterior repairs, litter picks up, etc.
- Performs minor building/equipment repairs. Handles minor painting/touch up.
- Oils, lubricates, maintains equipment, changes filters.
- Checks fire safety, emergency lighting, fires/smoke alarm, deluge showers, eyewash stations.
- Assist with Shipping/Receiving and loading doc operations.
- Remove snow from school grounds.
- Arrange furnishings and equipment for the purpose of providing adequate preparations. for meetings, classroom activities, and events.
- Responds to service/ assistance calls for access control.
- Silence alarms and assist security monitors as requested.
- Replace stained ceiling tiles, burnt-out light bulbs, floor tiles for minor repairs, and other items.

- Performs any paperwork required.
  - Maintains appropriate logs for boiler rooms, bathrooms, and any other pertinent cleaning or minor repair work that resides with equipment for completion.
- Deliver a variety of items (e.g. supplies, mail, packages, furniture, etc.) for the purpose of distributing the materials to the appropriate parties.
- Performs other job-related duties as needed.

**Minimum Requirements:**

- Education: High School graduate or equivalent.
- A current Massachusetts Drivers License is required.
- Knowledge of general cleaning is required. One year of related experience is preferred. Work requires frequent lifting, standing, carrying, moving, and walking. Able to work in foul weather during snow and rain emergencies. Requires lifting a minimum of 50 pounds.

**Job Title: Senior Custodian**

**Summary of Position:**

Oversees the maintenance of a clean, attractive, sanitary, and safe facility. Oversees junior custodians in the building and ensures that assignments are completed in a safe, proper, and timely manner with the highest level of quality. Directs assigned custodians as necessary. Performed all duties outlined in the Junior Custodian job description when not managing and overseeing staff

**Essential Functions:**

- Identify and prioritize custodial and maintenance needs in collaboration with building principals and the Director of Buildings and Grounds
- Adjust work schedules and tasks of custodians as may be necessary for the safe and efficient operation of the school program and activities
- Oversee the performance of custodial staff to ensure standards of safety, cleaning, or working relationships are being met
- Orient spare custodians so they can better fulfill their tasks and responsibilities safely and effectively
- Prepare and maintain reports and documentation as specified by the district or school administration
- Secure facilities and grounds for the purpose of minimizing property damage, loss, and liability and ensuring safety at work site
- Direct personnel as assigned for the purpose of maximizing the efficiency of the workforce and meeting shift requirements
- Procure equipment, supplies, and materials for the purpose of maintaining the availability of required items and completing jobs efficiently
- All other duties as assigned to Junior Custodians
- Performs other job-related duties as needed.

**Minimum Requirements:**

- Education: High School diploma or equivalent.
- Valid Driver's License
- Criminal Justice Fingerprint Clearance.
- Prior job-related experience with increasing levels of responsibilities, preferably in school and/or institutional settings. Knowledge of general cleaning is required. Work requires frequent lifting, standing, carrying, moving, and walking. Able to work in foul weather during snow and rain emergencies. Requires lifting a minimum of 50 pounds.
- Demonstrated leadership and ability to communicate effectively orally and in writing; organizational skills related to maintaining and generating appropriate reports;
- Ability to provide and follow oral and written instructions, adhere to safe work practices, work independently and with minimal supervision, perform a variety of tasks, adjust to flexible assignments often with short notice, and communicate with students, staff, and the public.
- Ability to perform basic math to calculate the accurate dilution of cleaning agents.





**\*\*\* IMPORTANT \*\*\***

**UPON TERMINATION OF EMPLOYMENT,  
YOU MUST CALL THE UNION DUES OFFICE AT:**

**(617) 241-8825**

**TO REQUEST A WITHDRAWAL CARD  
IMMEDIATELY, OTHERWISE YOU WILL BE  
REQUIRED TO CONTINUE PAYING YOUR  
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25  
544 MAIN STREET  
CHARLESTOWN, MA 02129**

**(617) 241-8825**

**(800) 537-9825**

**FAX (617) 242-4284**