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AGREEMENT

BETWEEN THE

IPSWICH SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
STATE COUNCIL 93, LOCAL 2905

7/1/2024 – 6/30/2027

(CUSTODIANS)

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THIS AGREEMENT is made and entered into as of the __th day of _____, 2024 by and between the Ipswich School Committee (hereinafter referred to as the "Committee") and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 2905 (hereinafter referred to as the "Union").

The purpose of this Agreement is the promotion of harmonious relations between the Committee and the Union, the establishment of an equitable and peaceable procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I. RECOGNITION

The Committee recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all custodians and cleaners employed by the Town of Ipswich School Committee, including the head custodians, but excluding the Superintendent of Schools and all other employees of the Ipswich Public Schools, as set forth in the certification of representatives by the Labor Relations Commission of the Commonwealth of Massachusetts in case No. MCR-773, June 9, 1971, and the Commission's Decision of March 26, 1971.

ARTICLE II. MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the School Committee's business operations, working force and facilities are exclusively vested in the School Committee. Without limiting the generality of the foregoing, the Committee has the right to plan, direct and control the Committee's business operations and working force, to hire, transfer, promote and lay off employees, and to demote, discipline, suspend or discharge employees for just cause, the right to determine the hours, schedules and assignments of work, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed and by whom, and the extent to which it may have things done by its

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own equipment, facilities and employees or by others, such rights being vested exclusively in the management of the Committee.

ARTICLE III. UNION DUES

During the life of this Agreement and in accordance with the terms of the form of authorization of checkoff of dues hereinafter set forth in Appendix A, the Committee agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the weekly pay of each employee who shall authorize it by the signing and furnishing to it of such check off of dues form, and remit the aggregate amount to the Treasurer of the Union, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the Committee of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and Recording Secretary of the Local Union. In the event of any change of the Treasurer of the Union, the Committee shall be notified by the same method. The Union shall reimburse the Committee for any money paid out or any claim for liability of any kind, as well as any expense in connection with any claim or lawsuit arising by reason of action taken or not taken in compliance with provisions of this Section.

ARTICLE IV. GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance with the employee's immediate principal (must obtain signature from principal) and Facilities Director (courtesy copy) within five (5) working days of the date of the grievance or of the date the employee first acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The principal shall attempt to adjust the matter and

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shall respond to the Steward within five (5) working days after the submission of the grievance to her/him in Step 1.

Step 2: If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent or her/his designated representative within five (5) working days after the principal's response is due. Such grievance shall be submitted in writing. The Superintendent shall respond to the Steward in writing within five (5) working days after the submission of the grievance to her/him in Step 2.

Step 3: If the grievance still remains unresolved, it shall be taken up with the School Committee within seven (7) working days after the response of the Superintendent is due. Such grievance shall be submitted in writing. The School Committee shall respond in writing within fifteen (15) working days after the submission of the grievance to it in Step 3.

Step 4: If the grievance is still unresolved, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of her/his authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the Committee and the Union.

Grievances involving disciplinary action shall be processed beginning at the second step of the grievance procedure. If a grievance involving disciplinary action is arbitrated and the arbitrator finds that the imposition of the discipline was not for just cause, she/he shall have the power to order reinstatement and back pay, appropriate fringe benefits and other privileges which would have inured to the employee had she/he not been so disciplined for such period as the arbitrator may deem equitable from the time of the award back to the time of the disciplinary

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action. Any award which provides for a reinstatement with back pay shall provide that to be deducted therefrom shall be all earnings of the employee from gainful employment and all payments of unemployment compensation during the period of the disciplinary action. Earnings from a job in existence and worked regularly by the employee prior to the imposition of discipline shall not be deducted. Failure of the grievant (i.e., the party bringing the grievance as opposed to the party responding to the grievance) to present a grievance within, and advance it in accordance with, any of the time limits set forth in the grievance and arbitration procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth herein may be enlarged by the consent of the parties hereto.

ARTICLE V. SENIORITY

Section 1. Seniority is defined as the length of service of an employee in the bargaining unit commencing with the date of her/his most recent hiring. There shall be separate groupings for full-time employees and for part-time employees. A part-time employee is one who is regularly scheduled to work less than forty (40) hours per week. Separate seniority shall operate in each grouping provided, however, that in applying the concept of seniority, all the full-time employees will be deemed senior to the part-time employees.

Section 2. With respect to decrease or increase of the working force, transfers, assignment to shift work and promotions within the bargaining unit, ability, performance, attendance, the quality and quantity of the employee's work and the ability to perform a range and variety of duties shall govern. Where among two or more employees these criteria are equal, seniority shall be the determining factor. Vacation shall be scheduled at the discretion of the Superintendent (or designee) consistent with the efficient operations of the School District's business. If two or more employees request the same vacation schedule and the Superintendent (or designee) decides to reject one or more employee requests, seniority shall control unless the Superintendent (or designee) has a reason relating to the efficient operational needs for granting the less senior employee's request over the more senior employee's request.

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ARTICLE VI. JOB POSTING AND BIDDING

Whenever a permanent vacancy occurs in the bargaining unit and the Committee desires to fill such vacancy, the vacancy shall be posted in a conspicuous place for a period of seven (7) working days. Employees interested in said vacancy shall apply in writing within said seven (7) day period. Whenever a current full-time employee who meets the minimum qualifications for the posted vacancy applies for the vacancy, such employee shall be granted an interview. The Committee may fill said job from applicants within the bargaining unit or outside of the bargaining unit, provided, however, that preference shall be given to applicants from within the bargaining unit where such applicants' qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit the principles set forth in ARTICLE VI shall govern. If the open job is filled by awarding it to an applicant from within the bargaining unit, she/he shall have a trial period of a maximum of thirty (30) calendar days during which she/he may be removed at any time if it appears that she/he is not qualified to do the job. If she/he is so removed, she/he shall be notified in writing that he/she is not meeting the performance standards of the new position and returned to her/his former position and rate. The decision to remove shall not be subject to the grievance and arbitration procedure of this Agreement. It is recognized and agreed that nothing in this contract is made applicable to employees of outside contractors. It is further understood that nothing herein contained is intended to limit the right of the Superintendent of Schools (or designee) to continue to assign maintenance person to the driving of the bus owned by the Ipswich Schools.

ARTICLE VII. HOURS OF WORK

Section 1. The regular work week for full-time employees shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours. The regular hours of work for each day for full-time employees shall consist of eight (8) hours which shall include a thirty (30) minute on the job lunch period. Each employee shall be scheduled to work a shift with regular starting and quitting times.

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Section 2. Work schedules may be changed by the Committee. However, before changing the schedules, the Committee will advise and consult with the Union, but the final decision will be solely that of the Committee.

Section 3. Any employee whose normal schedule is less than the prescribed hours above shall maintain such schedule, subject to change as herein provided.

Section 4. Snow, Ice and Sanding.

a. Custodians are responsible for the removal of snow and ice and the safety of the school building grounds with regards to adverse weather events.
b. Custodians shall be deemed essential for adverse weather purposes and therefore shall report to work and perform these duties during such adverse weather events. Custodians are to report at the designated time and remain until dismissed by their supervisor.
c. The Facilities Director, Superintendent, and/or School Principal shall make the determinations of when such work is necessary.
d. If school is cancelled or dismissed early and a Custodian is released by their supervisor outside the bargaining unit prior to the end of their shift, they shall receive compensation for the remainder of their shift. Anticipation of an adverse weather event shall not be considered on-call or stand-by time.
e. If school is not cancelled or dismissed early, Custodians will remain for the remainder of their shift and after such adverse weather-related work is complete perform their other duties as directed or assigned.

ARTICLE VIII. OVERTIME

Section 1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times her/his regular rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, but without duplication. There shall be no pyramiding of overtime.

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Section 2. All work performed on Sunday by full-time employees, except as hereinafter provided, shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours, but in no case shall the amount received for such work be less than two hours pay at one and one-half (1½) times the regular rate of pay.

This Section 2 shall not be applicable to employees whose regular work schedule includes Sunday.

Section 3. Any full-time employee called back to work on the same day after having completed her/his assigned work and left her/his place of employment and before her/his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall, provided, however, that in no case shall the amount received for such work be less than two hours pay at one and one-half (1½) times the regular rate of pay. This Section, as well as Sections 1 and 2, shall not be applicable to the Facilities Manager.

Section 4. The call for overtime shall be made by the Facilities Manager/Superintendent, or his/her designee, and/or Principal at the Middle School/High School and by the Principal, or his/her designee, at the elementary schools. In the event the Facilities Manager/Superintendent or Principal, or their designees, as the case may be, is unable to obtain sufficient employees to respond to the call on a voluntary basis, the Facilities Manager/Superintendent or Principal, or their designee, as the case may be, may order overtime duty in the inverse order of seniority.

Section 5. The Committee will keep records of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Steward or Union Representative with the principal of the school involved.

ARTICLE IX. SHIFT DIFFERENTIAL

Full-time custodians who regularly work the second or third shift, as the case may be, shall be paid, as a night shift premium, for all hours worked on the second or third shift, as the case may be, the following:

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	Effective 7/1/2024
Second Shift	$1.50
Third Shift	$1.50
Lead Custodian	$2.00
Athletic Facilities Attendant	$2.00

Second Shift: A regular shift which commences on or after 2:00 p.m.

Third Shift: A regular shift which commences on or after 10:00 p.m.

ARTICLE X. UNION REPRESENTATIVE

The name of the Union Steward shall be furnished to the Committee immediately after her/his designation and the Union shall notify the Committee of any changes. The Union shall not appoint more than one Steward.

The Union Steward may be excused from duty for not more than two (2) days in any year without loss of pay while in attendance as an official delegate at the Annual State Convention of the AFSCME Council No. 93 held within the Commonwealth of Massachusetts.

ARTICLE XI. REST PERIODS

All full-time custodians' work schedules shall provide for a ten- (10) minute rest period during each four- (4) hour work period. Whenever practical and feasible and depending upon the exigencies of each school, the rest period shall be scheduled at the middle of each four (4) hour period.

Full-time employees who are to work beyond their regular quitting time into the next shift shall be given an unpaid meal break, not to exceed thirty (30) minutes, if possible. The time of the meal break shall be determined by the Committee.

ARTICLE XII. WAGE PLAN

The wage plan for employees covered by this Agreement is set forth in Appendix B of this Agreement.

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ARTICLE XIII. HOLIDAYS

CUSTODIANS

Section 1. The following days shall be considered to be paid holidays:

New Year's Day	Fifth of July*
Martin Luther King, Jr., Birthday	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving Day
Independence Day	Christmas Day

Either Christmas Eve (December 24) or the Day After Christmas (December 26) at the discretion of the Superintendent

Section 2. With the exception of the Fifth of July, should any holiday fall on an employee's normal day off, an additional day off or an additional day's pay in lieu thereof shall be given at the discretion of the Superintendent or designee. Such additional day's pay for full-time employees shall be based and computed on a forty- (40) hour workweek. In order to be eligible for holiday pay, employees must work their scheduled shifts immediately before and after the holiday absent approved paid leave or approved sick leave.

*If the Fifth of July falls on a weekday then it shall be treated as all other contractual holidays. However, should the Fifth of July fall on a weekend or on a day that the Fourth of July is being celebrated it shall not result in any additional compensation or paid time off. This holiday shall be effective July 2025.

Section 3. Holiday pay for time not worked for full-time employees shall be eight- (8) hours' pay at straight-time rate.

Section 4. If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day.

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Section 5. Full-time employees required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to two (2) times her/his regular rate of pay for all hours worked but in the event an employee reports to work and is sent home for lack of work they shall be entitled to at least four (4) hours pay on a straight time basis.

Section 6. Part-time employees shall receive holiday pay on a pro-rata basis. For example, a part-time employee working twenty (20) hours a week shall receive four (4) hours' pay at straight-time rate.

Section 7. Part-time employees shall only receive holiday pay as herein provided for holidays falling within their normal working schedules. For example, a part-time employee who does not work the month of July shall not receive holiday pay for Independence Day.

Section 8. Anything contained in this Agreement to the contrary notwithstanding, in the event school is in session on any of the holidays referred to in Article XIV, and employees are required to work on such day/s, it shall be considered a regular work day/s, not a holiday/s, and the employees who otherwise would have been entitled to such holiday/s shall be granted a different holiday day/s off at a time mutually agreed upon with the Superintendent. Article XIV, Section 5, shall not be applicable.

ARTICLE XIV. VACATION SCHEDULE

Section 1. Effective July 1, 2022, though employees accrue vacation days on a monthly basis, employees will receive the following vacation days on an annual basis on July 1:

Continuous Service	Amount of Paid Vacation Days Per Year
0-5 years	Accrual of .833 days per month/10 days
6-10 years	Accrual of 1.25 days per month/15 days
11-20 years	Accrual of 1.677 days per month/20 days
21 or more years	Accrual of 2.1 days per month/25 days

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Section 2. Effective for employees hired after November 7, 2024, employees hired after the July 1 date will receive vacation days on a pro-rated basis after their ninety (90) day probationary period.

Section 3. Part-time employees will receive vacation on a pro-rated basis.

Section 4. Vacation shall be scheduled at the discretion of the Superintendent, or designee, consistent with efficient operations of the District's business. If two or more employees request the same vacation schedule and the Superintendent decides to reject one or more employee requests, seniority shall control unless the Superintendent has a reason relating to efficient operations needs for granting the less senior employee's request over the more senior employee's request. No employee may take vacation from August 15th through the first student day of a new school year. The approval of vacation shall not be retracted unless by mutual agreement.

Section 5. An employee may, upon written approval of the Superintendent, carry over up to ten (10) vacation days after September 1, 2019.

Effective July 1, 2020, an employee, upon written approval of the Superintendent, may carry over up to five (5) vacation days after July 1st of each year.

Section 6. Upon termination of employment, the employee shall receive payment of earned vacation leave, however, in the event that an employee terminates employment with a negative balance the School Committee may withhold from the final paycheck an amount equal to the negative balance.

In the event termination is caused by death, payment of earned vacation shall be made to the legal representative of the deceased employee.

Section 7. Employees will not accrue vacation for any month in which they are on an unpaid leave of absence.

Section 8. The vacation pay of custodians who regularly receive a differential pay shall reflect such differential pay.

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ARTICLE XV. SICK LEAVE

Section 1. The Committee will grant sick leave to any employee who absents her/himself from the job because of personal sickness, quarantine in her/his household, or if her/his presence is needed at home because of a family illness, provided, however, that where an employee absents her/himself from the job because her/his presence is needed at home because of a family illness, such absence shall be limited to a maximum of two (2) days' duration per occurrence.

Section 2. To be eligible for this sick leave, the employee must notify the Facilities Manager and/or Principal that she/he will not report for work not less than two (2) hours prior to his/her work shift. Notice should be given as soon as possible to allow the Facilities Manager and/or Principal time to make necessary adjustments.

Section 3. Approved sick leave will be granted to full-time employees at the rate of one and on-quarter (1¼) days per month commencing at the completion of the first full month of employment. Unused sick leave may be accumulated from year to year, provided, however, that the maximum amount of unused sick leave that may be so accumulated shall be one hundred eighty (180) days. Employees will not accrue sick days for any month in which they are on an unpaid leave of absence.

Section 4. For injury on the job covered by Workmen's Compensation, an employee may draw on her/his sick leave to make up the difference between Workmen's Compensation and her/his normal week's pay.

Section 5. Part-time employees will be granted sick leave as herein provided on a pro rata basis. For example, a part-time employee working twenty (20) hours a week, would be granted sick leave at the rate of 5/8th day per month commencing at the completion of the first full month of employment.

Section 6. Upon request made in writing, the Committee may grant additional sick leave to an employee who has exhausted her/his annual and accumulated sick leave. Anything contained in this Agreement to the contrary notwithstanding, the denial of such additional sick leave shall not be subject to the grievance and arbitration provisions of this Agreement.

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Section 7. Employees of the bargaining unit on a voluntary basis and subject to the approval of the Superintendent may be allowed to donate accrued sick leave to another member who has exhausted his/her sick leave and has a medically certified long term illness or injury. The Superintendent's denial of such additional sick leave shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 8. Employees who have completed twenty (20) years of continuous District service will be eligible for Sick Leave Buy Back provided the employee retires and notifies the School Department of their retirement by January 1st of the school year at the end of which the retirement is effective. (Payment to be made to estate if death occurs while employed and other conditions are met.) Sick Leave Buy Back will only be paid for days in excess of 100 days to the employee's credit at the effective date of retirement and will be paid as follows:

(a) Days 101 to 150 - $30.00 per day = $1,500

(b) Days 151 to 180 - $35.00 per day = $1,050

$2,550

ARTICLE XVI. JURY PAY

The Committee agrees to make up the difference in an employee's wages between the employee's regular week's wages and compensation received for up to five (5) days of jury duty, provided she/he reports for work on each workday when she/he is excused from such duty. A certificate setting forth the amount received by such employee for Jury Pay shall be delivered to the Committee by the employee.

ARTICLE XVII. FUNERAL LEAVE

Section 1. In the event of death in the immediate family of an employee, she/he will be granted leave in the amount of up to five (5) working days. Such leave shall be with pay at the straight-time rate and not more than forty (40) hours straight-time pay shall be paid to such

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employee for such leave. Immediate family means parent, brother, sister, spouse or child of an employee.

Section 2. In the event of death of other relatives of an employee, she/he will be granted leave in the amount of up to three (3) working days.

Section 3. To be eligible for leave as hereinbefore provided in Sections 1 and 2 of ARTICLE XVII, the employee shall:

(a) Notify the Committee of the death not later than the first full working day following the date of death.

(b) Attend the funeral service; and

(c) Furnish to the Committee, if requested, acceptable proof of death, the relationship of the employee to the deceased, and the employee's actual attendance at the funeral.

Section 4. Subject to the approval of the Superintendent, or his/her designee, additional days off and/or days off to individuals not provided for herein, may be granted.

ARTICLE XVIII. PERSONAL LEAVE

Section 1. An employee may be granted up to two (2) days off per fiscal year for which she/he will be paid at her/his straight-time rate to conduct personal business, that is, to attend to legal, religious, ceremonial, and other appointments which cannot be scheduled after normal duty hours.

Section 2. Requests for personal leave must be presented in writing to the Superintendent or her/his designee. A personal leave form must be completed and approved by the Superintendent or his/her designee.

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ARTICLE XIX. HEALTH INSURANCE

The Committee shall pay the following percentage of the premium cost for insurance coverage as provided by the Town under M.G.L. Chapter32B, subject to the Committee's right to do so:

A. HMO: 65%

B. PPO: 65%

The School Committee agrees to create a Health Reimbursement Account to cover the cost of employee co-payments for hospital in-patient services.

Section 1. The payments for the premiums for insurance and HMO and PPO Blue Options v. 3 plans offered by the Massachusetts Interlocal Insurance Association (MIIA) as provided under chapter 32B of the statutes of the Commonwealth shall be as voted by the Town.

ARTICLE XX. NO STRIKE CLAUSE

The Union agrees that it shall be unlawful for an employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by such employees.

Section 178N: Nothing in sections one hundred and seventy-eight F to one hundred and seventy-eight M, inclusive, shall diminish the authority and power of the civil service commission, or any retirement board or personnel board established by law, nor shall anything in said sections constitute a grant of the right to strike to employees of any municipal employer.

ARTICLE XXI. RATES

Section 1. Anything contained in this Agreement to the contrary notwithstanding, the Committee reserves the right to pay new employees coming into the unit an hourly wage rate commensurate with their preparation and experience, provided however, that in the event the

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Committee plans to pay a rate in excess of the highest hourly wage rate then in effect, exclusive of the highest rate to be paid pursuant to this contract, it will advise and consult with the Union, but the final decision will be solely that of the Committee. In no event shall the hourly wage rate paid to new employees be less than the minimum rate in Step 1, Appendix B.

Section 2. The Committee agrees that in the event a custodian is temporarily upgraded to a head custodian's position, that she/he shall receive, so long as she/he occupies such position, the applicable rate for the position. If, after job posting as provided in ARTICLE VII, such employee becomes head custodian on a permanent basis, she/he shall continue to receive the applicable rate for the position so long as she/he occupies the position.

ARTICLE XXII. RETIREMENT

The sum of Six Hundred Dollars ($600.00) shall be paid to full-time custodians retiring under and pursuant to the terms of the Essex County Retirement Plan provided that (1) such full-time custodians, at the time of their retirement, have worked for the Town of Ipswich for five (5) continuous years and (2) written notice is received by the Superintendent setting forth the date of retirement.

ARTICLE XXIII. THIS SECTION INTENTIONALLY LEFT BLANK

ARTICLE XXIV. MISCELLANEOUS PROVISIONS

Section 1. Bulletin Boards. Announcements shall be posted in the Boiler Room of each school. Parties to this Agreement, both of whom may use the bulletin boards, agree that use of the bulletin boards shall be limited to notices of a routine nature such as notices of recreational, social, Union or Committee affairs, including work assignments.

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Section 2. Should any provision of this Agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. Access to Premises. The Committee agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council #93 and/or Local 2905 to enter the premises at reasonable times for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided further, that prior notification be given to the person in charge of the premises.

Section 4. In the event a full-time custodians reports to her/his place of work at her/his regularly scheduled time and is sent home for lack of work, she/he shall be paid for eight (8) hours at the rate to which she/he would be entitled for her/his shift.

Section 5. All custodians shall be working custodians.

Section 6. An evaluation form will be developed by the School Committee and will be used in the evaluation process by the custodian's immediate supervisor. The custodian's evaluation on said form will be discussed with the custodian and the custodian may or may not affix her/his signature to the evaluation form. The signature of the custodian is an acknowledgment that she/he has seen the evaluation. Present at the evaluation conference may be a third person designated by the principal who may affix her/his signature to the evaluation form.

Section 7. [This Section Intentionally Left Blank]

Section 8. The Administration shall have the right to require employees to use time clocks to punch in and out.

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Section 9. [This Section Intentionally Left Blank]

Section 10. Security Cameras

To improve deployment of personnel and resources, to protect its property and increase employee safety, the parties agree that the District has satisfied its bargaining obligations, pursuant to GL c. 150E with respect to the use of security cameras in and around school buildings, grounds and property.

With the exception of employees who have been previously counseled and/or disciplined about performance, the parties agree that the District will not use security cameras for the purpose of active monitoring of employee performance.

When an employee is the subject of a complaint or investigation, prior to being ordered to respond to questions in an investigation regarding the employee's conduct, the employee shall have the opportunity to review the security camera footage that the District has utilized in such investigation.

Section 11. Consistent with MGL c. 150E, the School Committee agrees to permit Representatives of the American Federation of State and County Employees, AFL-CIO and or Council 93 Local 2905, to enter the premises (while complying with all District policies and procedures regarding access) for individual discussions with bargaining unit employees in order to investigate and discuss grievances, workplace-related complaints and other workplace issues, provided that care is exercised by such representatives, and that they do not interfere with the performance of duties assigned to the employees. Such conversations shall occur outside of working hours and/or during employee rest periods and shall not interfere with or distract from student learning and staff activities.

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ARTICLE XXV. TRANSFERS

Temporary transfers from location to location or position to position will not exceed, whenever practical, forty (40) consecutive work days.

ARTICLE XXVI. UNIFORMS AND SAFETY SHOES

Wearing a District-provided uniform is a condition of employment. All employees shall wear District-provided uniform items during their working shifts and shall maintain such items in good and clean condition. Employees are responsible for cleaning their own uniforms.

Each custodian will receive the following uniform items at the start of the 2024 – 2025 school year, and new employees will receive the following uniform items upon hire:

a. six (6) shirts;

b. three (3) pants; and

c. two (2) long sleeve shirts or sweatshirts, at the discretion of the District.

The above referenced items shall be replaced whenever an item is no longer of usable quality, in the sole discretion of the District, and is surrendered to the District (i.e., an employee must trade in one unusable shirt to receive one usable shirt).

Any employee who separates from employment must surrender their uniform to the District.

The Committee shall pay to each custodian, during each year of the contract, $350.00 toward reasonably priced hard toe safety shoes. The payment, less applicable deductions, shall be made in the first pay period in August. The wearing of uniforms, identification badges, and safety shoes is a condition of employment.

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ARTICLE XXVII. PROBATIONARY PERIOD

Section 1. Each new employee and each employee hired after a break-in service shall be considered as a probationary employee until he/she shall have actually worked 130 days. Effective December 13, 2007, each new employee and each employee hired after a break in service shall be considered as a probationary employee until he/she shall have worked 260 days. Probationary employees may be disciplined including discharged in the sole discretion of the Ipswich School District, and any such action shall not be subject to challenge.

ARTICLE XXVIII. FUNDING

A. Each year of this Agreement is subject to funding of the total School Committee budget presented by the School Committee to Town Meeting.

B. In the event the total Committee budget presented to Town Meeting by the Committee for Fiscal Year 2022 is not fully funded, the new Wage Agreement for 7/1/2021 - 6/30/2022 shall be of no force and effect, at the discretion of the Committee. In such case, the parties shall meet to negotiate as if no Wage Agreement for the 7/1/2021 - 6/30/2022 period had been reached.

ARTICLE XXIX. LONGEVITY

Custodians who complete the following years of continuous service as an employee in the Ipswich Public Schools shall be eligible for longevity compensation, subject to the terms and conditions hereinafter provided.

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Years of Continuous Service As An Employee in the Ipswich Public Schools	Amount of Longevity Payment Effective July 1, 2024
Five (5) or more years of continuous service	$575.00
Ten (10) or more years of continuous service	$775.00
Fifteen (15) or more years of continuous service	$1,175.00
Twenty (20) or more years of continuous service	$1,375.00
Twenty-five (25) or more years of continuous service	$1,525.00
Thirty (30) or more years of continuous service	$1,675.00

Eligibility shall be measured as of June 30 and paid annually the first pay period of July.

ARTICLE XXX. THIS SECTION INTENTIONALLY LEFT BLANK.

ARTICLE XXXI. DURATION

This Agreement shall become effective July 1, 2024 except as otherwise provided herein, and shall continue in full force and effect until June 30, 2027. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 1, 2027, after written notice by either party of its desire to commence negotiations for a successor Agreement. The Committee and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

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IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

_____ day of _____, 2024.

IPSWICH SCHOOL COMMITTEE

By Signed by: Dianna Freehan 12/15/2025
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Dianna Freehan, Chairperson
Ipswich School Committee

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, STATE COUNCIL 93, LOCAL 2905

By DocuSigned by: Therese J. Cooper 12/19/2025
D62F69C5EE4548B...
AFSCME State Council 93

By _____
Local 2905

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APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Name of Employee

To _____
Name of Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each _____ the amount of $_____.
Payroll Period

This amount shall be paid to the Treasurer of Local Union No. _____ and represents payment of my union dues.

These deductions may be terminated by me by giving you a 60 days' written notice in advance or upon termination of my employment.

_____
Employee's Signature

_____
Employee's Address

_____

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APPENDIX B

HOURLY WAGE SCHEDULE FOR FY2025 – FY2027

Effective July 1, 2024 – June 30, 2025
$1.50 per hour increase, all steps

Step	Employment periods	Hourly Rate
1	Upon hire	$22.73
2	After 6 months	$23.46
3	After 18 months	$24.07
4	After 30 months	$24.75
5	After 42 months	$25.22
6	After 54 months	$25.69

Differential scales – for the contract term, July 1, 2024 – June 30, 2027

Second Shift differential	$1.50 per hour
Third Shift differential	$1.50 per hour
Lead Custodian differential	$2.00 per hour
Athletic Facilities Attendant differential	$2.00 per hour

Effective July 1, 2025 – June 30, 2026
2.5% per hour increase, all steps

Step	Employment periods	Hourly Rate
1	Upon hire	$23.30
2	After 6 months	$24.05
3	After 18 months	$24.67
4	After 30 months	$25.37
5	After 42 months	$25.85
6	After 54 months	$26.33

Effective July 1, 2026 – June 30, 2027
2.5% per hour increase, all steps

Step	Employment periods	Hourly Rate
1	Upon hire	$23.88
2	After 6 months	$24.65
3	After 18 months	$25.29
4	After 30 months	$26.00

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5	After 42 months	$26.50
6	After 54 months	$26.99

2. CONTINUOUS SERVICE INCREMENTS

Continuous service increments on the hourly rate schedules are permissive. In the event the Committee, in its discretion, withhold an increment, it shall notify the custodian involved at least sixty (60) days prior to the date the service increment would otherwise have gone into effect.

3. LEAD CUSTODIAN

(a) Lead custodians shall be paid the following additional hourly rate of pay during the hours that they have lead responsibility over at least one other custodian.

$1.00

(b) The position of lead custodian shall be posted. The Administration may appoint from inside or outside candidates and may reject all applicants. Anything contained in this agreement to the contrary notwithstanding, the appointment decision of the Administration shall not be subject to challenge.