

AGREEMENT
between the
LENOX SCHOOL COMMITTEE
and the
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
on behalf of
LOCAL 473
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

July 1, 2022 to June 30, 2025
(2022-23, 2023-24, 2024-25)

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AGREEMENT

AGREEMENT made as of this 12th day of September, 2022 by and between the **LENOX SCHOOL COMMITTEE** of the Town of Lenox, Massachusetts (hereinafter referred to as the "Committee") and the **MASSACHUSETTS LABORERS' DISTRICT COUNCIL** on behalf of **LOCAL UNION 473** of the **LABORERS' INTERNATIONAL UNION OF NORTH AMERICA** (hereinafter referred to as the "Union").

WITNESSETH

In consideration of the mutual covenants and promises hereinafter contained, the parties hereto do agree as follows:

ARTICLE I
RECOGNITION AND JURISDICTION

The Committee, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, does hereby recognize the Union as the exclusive representative of all custodial employees and supervisors of the School System of the Town of Lenox, Massachusetts.

ARTICLE II
COMMITTEE PREROGATIVES

Each of the parties hereto acknowledges and agrees that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining between the parties hereto, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. Further, the Union agrees that the Committee has complete authority over the policies and administration of the School System, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement. It further agrees that said Committee will continue to retain, whether exercised or not, the responsibility and prerogatives to direct the operation of the said School System in all aspects, which sole and exclusive right shall include but not be limited to the right to decide the method of performing its work, evaluation, the formulation, modification and alteration of work rules for the conduct of its business, to maintain order and efficiency, to hire, lay off, assign, transfer and promote employees, and to determine the starting and quitting time, the number of hours to be worked, and the number and length of shifts to be worked, subject only to such regulations and restrictions governing the exercises of these rights as are expressly provided in this Agreement. The action of the Committee with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration proceeding. Each of the parties further acknowledge that during the life of the contract the provision of all applicable laws, rules and regulations will be followed with respect to the assignment of temporary employees placed with the Committee through the use of State or Federal public employment funds.

ARTICLE III
DUES CHECKOFF AND CREDIT UNION

The Committee agrees that upon the receipt of written authorization in the form attached hereto, the Committee will deduct Union dues monthly in the amount specified in such authorization, and transmit it to the Union. Such authorization shall not be revocable for a period of sixty (60) days or until the termination of this contract or renewals thereof, whichever is earlier, and the revocation shall not be effective until ten (10) days after written notice thereof has been given to the Committee.

Effective with the beginning of this contract, upon receipt of a written authorization in the form attached hereto, the Committee will deduct a minimum of five dollars (\$5.00) per week from the employee's pay for the Greylock Credit Union, and transmit same to the Union.

ARTICLE IV
UNION STEWARD

The Union shall deliver to the Superintendent of Schools a written list of Union Stewards, all of whom shall be employees of the Committee and within the bargaining group, immediately after their designation and the Union shall notify the Committee of any changes.

ARTICLE V
EVALUATION, DISCHARGE, SUSPENSION, DEMOTION
AND DISCIPLINARY ACTION

- A. The Committee shall conduct performance evaluations of its employees. Employees who have served the school district for a period of three years or less shall be evaluated annually by the Superintendent or his/her designee. Employees that have served the district for more than three years shall be evaluated once every two years. The evaluator shall gather input from the school administration and others in supervisory roles to create the performance evaluation of the employee. The Custodian Evaluation Form (Exhibit B) shall be used to communicate the findings of the evaluation. If the evaluation is conducted by the Lead Custodian, he/she will involve the building administrator if the overall evaluative rating is found to be "needs improvement" or "unsatisfactory." The evaluator and employee shall meet to discuss the evaluation and the employee may provide written comments that will permanently adjoin the completed evaluation form.
- B. The Committee shall have the right to discipline, discharge or suspend the employees for good and sufficient cause but not otherwise. In the case of such discipline, discharge or suspension, the employee and his Union Steward shall be informed promptly of the reason for such action. If the Union feels that the action is not without good and sufficient cause, it shall so advise the Committee in writing within five (5) days (Saturday, Sunday and holidays excluded), whereupon the discipline discharge or suspension shall be discussed by a representative of the Committee with the employee through a representative of the Union, to the end that agreement be reached. Such writing shall set forth in complete detail all facts upon which the Union premises its conclusion that such action was without good and sufficient cause and no other facts

may be relied upon by the Union during the aforementioned discussion or at any subsequent proceeding pertaining to such discipline, discharge or suspension.

- C. If the aforementioned discussion between a Union representative and the Committee or its designated representative does not resolve the dispute, the Union may, within ten (10) days after the termination of such discussion, submit same to arbitration subject to the provisions of Article XIV hereof, provided, however, that the arbitrator shall consider and decide only the issue of the existence or nonexistence of "good and sufficient cause" which issue is not to be deemed to embrace the severity of the discipline, discharge or suspension in the light of the offending acts or omissions of the employee.

If after arbitration a determination is made that the employee involved has been disciplined, discharged or suspended without good and sufficient cause, the Committee shall reinstate such employee.

ARTICLE VI

HOURS OF EMPLOYMENT AND OVERTIME PAY

1. A "work year" is that period beginning at 12:01 a.m. on July 1 and expiring at midnight on the following June 30.
2. A "work week" shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday. It shall generally consist of not more than forty (40) hours for those custodians employed on the effective date of this contract.
3. A "regular shift" shall consist of not more than ten (10) consecutive hours within any twenty-four (24) hour period. If there is more than one "regular shift" established within any given twenty-four (24) hour period, the Committee shall differentiate between shifts by the designations "first shift", "second shift", and "third shift".
4. Wages at the rate of one and one half (1 1/2) the hourly rate set forth in Exhibit A shall be paid for all hours worked in excess of eight (8) hours in a day and forty (40) hours in a work week. Holiday, Vacation, and any time off will be included as hours worked. Whenever an employee works an overtime shift/event, it is understood that the building check for that day shall occur within the timeframe of that period of extra work. No additional compensation will be paid for a building check performed during that window of service.
5. There shall be no overtime without the express authorization and specific assignment of the Superintendent/Principal of Schools or his designee.
6. An employee shall, to the extent practical, (such judgment to be made by the School Committee) be given notice of at least two (2) calendar days in advance of the effective date of a change in shift assignment, except that notice of at least seven (7) calendar days in advance of the effective date of a change in shift assignment shall be given to an employee if the School Committee anticipates that such employee will be so assigned for more than sixty (60) days.

7. When an employee is called in to an assignment other than for an early start of his regular shift (i.e. weekend building check), he shall be compensated at the rate of one and one half (1 1/2) the regular hourly rate of pay for the amount of time he is required to be on assignment, plus reasonable travel time to be determined by the Superintendent of Schools or his designee, to and from the building.
8. When an employee is called in to an assignment other than for an early start of his regular shift and such an assignment is declared an emergency, (such judgment to be solely at the Superintendent/Principal's discretion) he shall be compensated at twice the regular hourly rate for the amount of time he is required to be on the assignment, plus reasonable travel, etc.
9. An employee called back to work after completing his regular "work day" or upon a day which is not his regular "work day" shall be guaranteed two hours of work for that day. This does not apply to early start, continuation of shift or building checks. Two hours of work will be assigned.
10. Overtime should be assigned in an equitable manner whereby the member with the least amount of accrued overtime for that fiscal year shall be given the right of first refusal. If that employee refuses to work the overtime, then the person with the next fewest overtime hours shall be next in the line of succession. This practice shall continue through the list working from those with the least overtime to those with the greatest number of overtime hours at each refusal. When no performed hours yet exist, overtime will first be offered to the Unit D member with the greatest seniority. Once hours have been worked, then the preference follows the process described at the beginning of this clause.

**ARTICLE VII
WAGES**

The hourly rate for each employee is set forth on the Wage Schedule attached hereto and made a part of this Agreement (Exhibit A).

The Committee may pay whatever hourly rate it deems advisable to temporary, seasonal, and casual employees, provided that the hourly rate so paid is not in excess of the rate set forth in Exhibit A.

**ARTICLE VIII
LONGEVITY**

Custodians who have served in the district for at least 10 years will receive a longevity payment according to the following schedule:

10th to 14th years	\$800
15th to 19th years	\$1000

20th to 24th year	\$1200
25th year and beyond	\$1600

**ARTICLE IX
HOLIDAYS**

Holiday pay shall be equal to the straight time rate for the custodians regularly scheduled hours for that day. Employees shall be paid "holiday pay" herein before and hereinafter set forth, for the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	
Juneteenth	Day after Thanksgiving
Independence Day	Christmas Day

In addition, custodians will be granted four (4) hours of straight time pay for hours not worked on the day before Christmas if both Christmas and the day before Christmas are normal working days. For example:

Christmas on Monday:	Monday off – no 4 hour pay
Christmas on Sunday:	Monday off – no 4 hour pay
Christmas on Saturday:	Friday off – no 4 hour pay
Christmas on Tuesday:	Tuesday off and 4 hours Monday off with pay
Christmas on Wednesday, Thursday or Friday:	Similar to Christmas on Tuesday

The aforesaid "holiday pay" shall not be paid to seasonal, temporary, casual and probationary employees, but shall be paid to all other employees who have worked the entire last regularly scheduled "regular shift" preceding the holiday involved and the first regularly scheduled "regular shift" subsequent to said holiday.

A custodian who is normally scheduled to work the evening shift on New Year's Eve shall be allowed to work an earlier shift without loss of his shift differential.

Should any holiday fall on an employee's day off, the nearest scheduled working day (either before or after as designated by the Superintendent of Schools) will be considered to be a Holiday.

A custodian who works on a holiday shall be paid two times his/her regular rate of pay for all hours actually worked in addition to his or her holiday pay. The Committee may, in lieu of requiring a custodian to work on a holiday, employ or otherwise have a non-unit person perform the custodial work.

ARTICLE X

VACATION

"Continuous employment" is that period during which the employee appears on the payroll records of the Committee. Such employment shall be considered as broken by discharge in accordance with the terms of this Agreement, quitting by employee, or failure to report within seven (7) days of recall after layoff.

"Week" - the period beginning at 6:00 a.m. on Monday and ending at 5:59 a.m. the following Monday.

"Eligibility Date" - Refer to schedule in Article X.

All vacation shall be accrued July 1ST thru June 30TH of each year

The Principal will determine vacation schedules for the custodians in the building. After taking into consideration the best interests of the school system and the desires of the individual employees, the Superintendent of Schools or his/her designee may allow up to five (5) days of vacation to be carried forward into the next fiscal year. Vacation may be taken at one time or several days at a time. Custodians must ask in writing to carry forward any hours into a new contract year. Upon request by June 10 any vacation time not used, up to 5 days, will be paid out to the employee at the end of the fiscal year. Vacation shall be prorated for employees who retire or who voluntarily resign after due notice to the Committee. Prorated vacation pay shall be paid to the estate of an employee who dies while in the employ of the committee. Prorated vacation will be determined by the employee's length of employment and calculated on a monthly basis.

If an employee is required to work during such employee's scheduled vacation, such employee shall be paid at his regular rate of pay for all hours actually worked and be credited with an additional vacation day for each eight (8) or more hour day so worked. Salary in lieu of vacation shall not be paid without the written approval of the Superintendent.

Vacation pay shall be at the rate of pay in effect at the time the vacation commences.

Vacation Earned: Length of Employment

Year 1 starts date of hire. Year 2 starts the next July 1st.

Beginning year 1	
April 1 ST – June 30 TH	1 day
January 1 ST – March 31 ST	2 days
October 1 ST – December 31 ST	3 days
July 1 ST - September 30 TH	4 days

Beginning year 2	1 week
Beginning year 3	2 weeks
Beginning year 6	3 weeks
Beginning year 11	4 weeks
Beginning year 16	5 weeks
Beginning year 25	6 weeks
and each year thereafter (of which the sixth week must be taken during the year it was earned.)	

ARTICLE XI
SICK LEAVE

A. Definitions (pertains to Article X only):

Medical Leave includes:

Personal Medical Leave: shall be defined as leave used when the employee has a personal illness, injury or disability.

Immediate Family Medical Leave: shall be defined as leave used for rendering necessary care or comfort to an ill member of the custodian's immediate family or a person living within the custodian's household.

Immediate Family: shall be defined as spouse, child or parent or a person living within the custodian's household.

Employees will earn medical leave at the rate of one day per month until they have completed one full fiscal year of employment. Thereafter, an employee will be entitled to be absent from his duties because of illness without loss of pay no more than 17 days during each work year, provided that the said employee shall have reported for duty (an absent employee shall be deemed to "have reported for duty" if his absence is excused by the Committee or by the terms of this Agreement) on the first official day of said work year. No more than twelve (12) Medical Leave days may be carried over each year. Said medical leave without loss of pay shall be accumulated from year to year with maximum accumulation of 260 days.

Medical leave shall be used for the purpose of illness or medical leave may also be used for rendering necessary care to an ill member of the employee's immediate family. In the event of the absence of any employee because of illness for more than five (5) days in any work year,

said employee shall, upon request of the Committee or its designee, submit to the Superintendent a certificate of a duly practicing physician substantiating such illness.

ARTICLE XII
INJURY IN THE COURSE OF EMPLOYMENT

So long as an employee is receiving benefits weekly under the provisions of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (the Workmen's Compensation Act), such employee may elect to use, on a pro rata basis, his accumulated sick leave; provided, however, that the compensation resulting therefrom shall not, when combined with payments being received weekly pursuant to the aforesaid Chapter 152, result in weekly compensation exceeding ninety percent (90%) of the average weekly wage of such employee as determined for purposes of the aforesaid Chapter 152. Notwithstanding the foregoing, the maximum amount payable by the Committee hereunder is an amount obtained by multiplying the number of such employee's accumulated sick leave hours by such employee's hourly rate of pay. The number of such employee's accumulated sick leave hours available to the employee under Article X shall be reduced by an amount equal to the total sum paid to the employee under this Article divided by the employee's hourly rate. If the illness or injury of an employee comes within the purview of both this Article and Article X "Sick Leave", it shall be deemed to come within the purview of this Article, and such employee shall not be paid any benefits pursuant to Article X for such illness or injury except as provided in this Article XI.

ARTICLE XIII
TEMPORARY LEAVES OF ABSENCES

An employee shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions set forth:

- (a) *Bereavement Leave:* A custodian who is required to be absent on his or her regularly scheduled workday as a result of a death of the husband, wife, child, mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren of the employee, shall be entitled to not more than five (5) consecutive calendar days. In the event of a death outside the immediate family, leave may, but need not be granted, at the discretion of the Superintendent. Leave to be used within thirty days immediately following the date of death.
- (b) *Jury Duty:* Employees who are required to perform jury duty which occurs during their regularly scheduled work day shall receive that portion of their regular salary which, together with compensation for jury duty, equals the normal salary for that period of time. Employee shall notify supervisor as soon as possible if he/she is released without having been empaneled as a juror or if he/she is released early from jury duty and, if so directed, shall promptly report to work for the balance of the work day or for the start of his/her shift.
- (c) *Personal Days:* Three (3) Personal Days (noncumulative) may be allowed during each year for personal reasons. Unused personal days at the end of each fiscal year shall be added to accumulated sick leave under Article X hereof to be used for the purposes only

as provided in Article X (second paragraph) and may not be used for personal or other leave.”

Personal Days are intended to provide the custodian with the time to attend to matters which, because of their nature or because of circumstances beyond the control of the custodian, cannot be scheduled during nonworking time. Such matters include, but are not limited to: doctor appointments, dentist appointments, court appearances, etc., which must be scheduled during the work day. Personal Days are not intended as additional vacation, extensions of holidays or as time off for the convenience of the custodian when other arrangements could be made.

Normally, absence for personal reasons must be approved by the Principal in advance, including the reason(s) for such request. If advance notice is impossible to give, the custodian shall submit a personal leave form upon return.

(d) The School Committee may, but need not, grant temporary leaves of absence because of illness or injury which does not come within the purview of Article XI or which extends beyond the period provided for in said Article. The granting or the denial and imposition of any terms or conditions by the Committee with respect to such leaves shall be conclusive and shall not be subject to grievance or arbitration. If the condition of the agreement includes pay for days absent, the utilization of illness or vacation time will be applied in the same manner for all employees.

(e) An employee will be granted paid leave of part or all of a day for the purpose of religious observance if the religious convictions of the employee prohibit him/her from working on said day.

(f) The Superintendent may, but need not, grant an extended unpaid leave absence to a Unit D member for a period of up to six months, during which time the Unit D member’s job will be reserved for that member upon his/her return. Leave requests must be submitted 6 months in advance of the intended first day of such leave. If the leave request is granted, in addition to any other terms established by the superintendent, the Unit D member will be required to provide service in the Lenox Public Schools for a period equal to twice the length of such leave after the leave has concluded. If the member defaults on the completion of such service, the member will refund the town a prorated amount equal to the number of pay periods less than those that comprise the year owed. The grant, denial and the imposition of terms and conditions by the Superintendent shall be conclusive and shall not be subject to grievance or arbitration.

ARTICLE XIV **SENIORITY**

The length of continuous service of the employee by Committee, its predecessors and successors, shall determine the seniority of the employee. Seniority shall be considered in all cases of promotion within the bargaining unit, transfer, decrease or increasing of the working force, as well as preference in assignment to shift work and choice of vacation period, provided,

however, that if in the opinion of the Committee the application thereof in any given instance shall not be in the best interests of the School System, said principle need not be applied. Any employee who receives the Maintenance and Repairs stipend may be temporarily assigned by the superintendent or his/her designee to complete projects or make repairs in either Morris, Lenox Memorial Middle and High School or any buildings owned by or under the management and control of the Town of Lenox. Whenever possible, the employee will be provided two days notice of this temporary change of assignment unless responding to an emergency situation. Because these will be temporary assignments, seniority will not be a factor when assignments are made.

ARTICLE XV VACANCIES AND PROMOTIONS

Whenever a vacancy in a custodial position occurs, the Superintendent of Schools or his designee shall, as soon as practicable, so advise the Union by posting a notice in a conspicuous place in each school building. Such notice shall briefly describe the position involved, the date that the position is expected to be filled and the time within which current employees must apply for the position. Such notice shall be posted for five (5) calendar days, and copies shall be forwarded to the Union Steward(s).

Applications for such position shall be accepted from personnel within and without the Lenox Public Schools. The School Committee in filling the position shall consider the background, skills and experience of each applicant together with such other factors as it shall deem to be relevant. If, in the judgment of a majority of the School Committee, the background, skill and experience of applicants deemed by it to be most qualified are substantially equal, it will give preference to an applicant then currently employed by the Lenox Public Schools unless, in the opinion of a majority of the School Committee, its consideration of such other factors as it deems to be relevant causes it to conclude that the grant of such preference is not in the best interests of the Lenox Public Schools.

ARTICLE XVI GRIEVANCE AND ARBITRATION

- A. A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto.
- B. All time limits herein shall consist of consecutive calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits provided herein may be extended by written agreement of the Union and Committee.
- C. A grievance shall be deemed to be waived if it shall not have been presented at Level 1 or pursued by the grievant within those time limits hereinafter set forth.
- D. *Level 1:* An employee desiring to present a grievance must, within ten (10) days immediately after the day of the occurrence of those acts or omissions upon which the grievance is premised, present the grievance in writing to the Building Principal. The Principal shall respond in writing within ten (10) calendar days after the day of

presentation. Failure to so respond in writing within the ten (10) days shall be considered a denial of the grievance by the Principal.

Level 2: If the employee wishes to further pursue the grievance, the employee must present the grievance in writing to the Superintendent within ten (10) calendar days following the date that the grievance was considered to have been denied because of the failure of the Principal to respond or within those ten (10) calendar days following the date that the response of the Principal was submitted to the employee and Union. The Superintendent shall respond to the grievance in writing within ten (10) calendar days of the presentation of the grievance to it. Failure to so respond within ten (10) days shall be considered to be a denial of the grievance.

Level 3: If the employee wishes to further pursue the grievance, the employee must present the grievance in writing to the School Committee within ten (10) calendar days following the date that the grievance was considered to have been denied because of the failure of the Superintendent to respond or within those ten (10) calendar days following the date that the response of the Superintendent was submitted to the employee and Union. The School Committee shall respond to the grievance in writing within ten (10) calendar days of the presentation of the grievance to it. Failure to so respond within ten (10) days shall be considered to be a denial of the grievance.

Level 4: The Union may, but need not, submit the grievance to arbitration. The submission to arbitration must be made within ten (10) days immediately following the date of the School Committee's response or within ten (10) days of the date that the grievance was considered to have been denied. A copy of the submission to arbitration shall be promptly delivered to the Committee.

- E. An employee may pursue a grievance through Level 2 and have such a grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this Agreement.

F. The following general provisions shall pertain to arbitration:

1. The arbitrator will confer with representatives of the Committee and the Union and hold hearings and will issue a decision within thirty (30) calendar days after the conclusion of testimony and argument. The arbitrator's decision will be in writing and will set forth findings of fact, other than the arbitration of the issues involved, shall be final and binding upon the parties except that the arbitration shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this Agreement or as set forth in any provisions of law or which is contrary to any pertinent provision of the law.
2. The expense for the arbitrator's services and the proceedings shall be borne equally by the School Committee and the Union. If either party desires a

verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record.

- G. Nothing in this Article shall be construed as preventing the mutual discussion and resolution of grievances outside of the procedure herein defined.
- H. Time limits may be waived by mutual agreement of both parties.

ARTICLE XVII
INSURANCE

- A. The Committee shall pay the following portion of the premium for the following health insurance benefit plans:

Blue Cross/Blue Shield, Network Blue NE Value Plus (HMO): 75%

Blue Cross/Blue Shield, Blue Choice NE Value Plus:
The same dollar amount as 75% of the above HMO Plan

Blue Cross/Blue Shield, Blue Care Elect Value Plus:
The same dollar amount as 75% of the above HMO Plan

Individual employees shall be responsible for the payment of the remaining portion of the premium for whichever plan s/he chooses, but in no instance shall the employee pay more than 50% of the total premium.

- B. The Committee will share with the LEA the administrative costs of the administration of a Flexible Spending Account program. The Committee will assume 80% of the administrative costs, the individual member will assume a 20% cost.

The Committee shall give employees at least once a year an open enrollment period during which each employee may select one of the plans offered under paragraphs A, B, C and D. During open enrollment, the Town is to give written notice of the plans that will be offered for the following year and expected cost for each of the plans for the coming fiscal year.

- C. The Association waives all rights to bargain over any and all changes in the movement of prescription drugs from one tier to another.
- D. The custodians will be eligible to participate in a group life insurance plan. A \$5,000 life insurance policy is available, 75% of the premium cost of which is borne by the Town of Lenox.

All provisions regarding insurance will remain in effect until or unless modified in accordance with Massachusetts General Laws, Chapter 32B.

**ARTICLE XVIII
RETIREMENT ALLOWANCES**

After a custodian has been working for the School Committee for a period of ten (10) years and has reached the age of 55, such custodian shall be paid upon retirement an allowance which will be calculated by multiplying forty (\$40) dollars up to a maximum of 160 accumulated sick leave days. Payment will be made in the final paycheck provided the Committee is advised in writing of the intent to do so at least ninety (90) days in advance. If an employee provides the Committee six month's notice in writing of his or her intention to retire they will receive an additional \$1,500.

**ARTICLE XIX
MISCELLANEOUS**

1. The Committee agrees that employees covered hereunder shall be supplied with a printed copy of this Agreement.
2. The School Committee shall reimburse custodians for use of their own vehicle at the current IRS rate per mile upon submission of appropriate evidence to the Superintendent of Schools or his designee. Reimbursement shall only be approved for such trips taken at the direction of the Superintendent of Schools or his designee.
3. No provisions herein before or hereinafter set forth shall preclude the School Committee from having work of a custodial nature done by outside employees.
4. If the position of Lenox Memorial Middle and High School Head Custodian is determined by the School Committee to be a bargaining unit position, a representative of the School Committee and the Laborers International Union of North America will meet to negotiate the compensation for the position.

Custodians will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to MGL, Chapter 71, Section 37B.

**ARTICLE XX
AMENDMENT AND ALTERATION OF AGREEMENT**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this Agreement.

If any part of this Agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this Agreement shall not be affected thereby.

**ARTICLE XXI
DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect through June 30, 2025. No later than January 1, 2025 either party shall receive written notice from the other of that party's desire to enter into negotiations for a successor Agreement. If any impasse is reached in successor negotiations, such impasse resolving procedures as are authorized by law will be instituted by either party desiring to do so.

II **WITNESS WHEREOF** the parties have hereunto set their hands and seal the day and year first above written.

LINCOLN SCHOOL COMMITTEE

By: Robert H. Vazgen

Date: 9-28-2022

**MASSACHUSETTS LABORERS'
DISTRICT COUNCIL**

By: [Signature]

Date: 9/26/2022

LOCAL 473 BUSINESS MANAGER

By: [Signature]

Date: 9/28/2022

EXHIBIT A

Exhibit A of the agreement between the Lenox School Committee and the Massachusetts Laborers' District Council on behalf of Local 473 of the Laborers' International Union of North America, effective July 1, 2022 to June 30, 2025.

A. Custodian
EXHIBIT A

Regular Custodian

revised steps

7/1/2022	7/1/2023	7/1/2024
+2.25%	+2.0%	+2.0%

3.4%
between
steps

Initial	18.01	18.42	18.78	19.16
1	18.78	19.20	19.59	19.98
2	19.59	20.03	20.43	20.84
3	20.43	20.89	21.31	21.73
4	21.31	21.79	22.23	22.67
5	22.23	22.73	23.18	23.65
6	23.18	23.70	24.18	24.66
7	24.18	24.72	25.22	25.72
8	25.22	25.79	26.30	26.83

**HEAD CUSTODIAN
LMMHS and Morris**

FY22 base	7/1/2022	7/1/2023	7/1/2024
31.78	32.50	33.14	33.81

Differentials (per hour)		7/1/2022	7/1/2023	7/1/2024
Lead 1 or 2 supervised (1)		1.18	1.18	1.18
Lead 3 or more supervised		1.49	1.49	1.49

Lead 3 differential shall be paid to custodians specifically assigned to fill in during the absence of lead custodian or head custodian at LMMHS and Morris.

Shift Differential: Eleven percent (11%) additional hourly rate when working a regularly scheduled shift which begins at 11:00 a.m. or later.

EXHIBIT B
LENOX PUBLIC SCHOOLS
CUSTODIAL EVALUATION FORM

NAME: _____ **TITLE** _____ **SCHOOL** _____

DATE OF EVALUATION _____ **YEARS OF SERVICE** _____

Key:	1. Exceeds Standard	3. Needs Improvement
	2. Meets Standard	4. Unsatisfactory

	1.	2.	3.	4.
Attendance				
Punctuality				
Meets Cleaning Standards				
Completes work in a timely manner.				
Shows initiative in addressing building issues. Takes independent actions as needed.				
Is thorough and consistent in meeting work standards and in performing required work.				
Demonstrates awareness of safety and security. Uses appropriate protective equipment. Uses and stores equipment and materials in a safe manner.				
Is respectful, courteous, and considerate.				
Complies with job-related direction.				
Demonstrates ability to adapt to new situations.				
Presents a professional appearance.				
Is knowledgeable of district policies and procedures.				

Exhibits professional and trustworthy demeanor.				
Works as a team member. Supports co-workers.				

OVERALL EVALUATION RATING

<input type="checkbox"/> Exceeds Standards: Exemplary Performance <input type="checkbox"/> Meets Standards: Good Performance <input type="checkbox"/> Needs Improvement (Evaluator must involve administrator) <input type="checkbox"/> Unsatisfactory (Evaluator must involve administrator)
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Evaluator Comments:

Employee Comments: (attach additional pages if needed)

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

(Employee signature indicates only that evaluation has been received and read.)

Signature of Administrator: _____ Date: _____