COLLECTIVE BARGAINING AGREEMENT

By and Between

The Greenfield School Committee

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424M - MADIV 123
Greenfield BOE Custodial Maintenance

July 1, 2026 through June 30, 2029

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ARTICLE 1
BARGAINING UNIT DESCRIPTION

A. The committee recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and working conditions for all School Committee appointed custodians and maintenance personnel regularly employed a minimum of fifteen (15) hours per week by the Greenfield School committee, excluding all confidential, all managerial including foreman, and all other employees of the Greenfield School Committee.

B. Temporary custodians may be hired to fill in for custodians absent due to illness, injury, or vacation or as other situations arise. They shall be paid according to the salary schedule and if they are kept employed for longer than the probationary period, shall become union members and be covered by all provisions of this contract. The Union shall be notified whenever any temporary custodians are hired and be told how long they are expected to be employed.

ARTICLE 2
COMMITTEE RESPONSIBILITIES

A. The management of the School System and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign duties to employees; to determine the means, methods, processes, materials, and schedules; to establish standards and require employees to observe School Committee rules and regulations; to hire, lay-off and to maintain order and to suspend, discipline and discharge employees for just cause, are the recognized, reserved rights of the School Committee acting through their statutory agents.

The Union recognizes the right of the Committee and their statutory agents, subject to State and Federal laws, rules and regulations, and except as modified by the provisions of this Agreement, to control, supervise, direct and manage the School System and its staff.

B. The Union President will receive a copy of the School Committee Policy Book and receive written notice of all contemplated revisions or new policies that impact on custodial working conditions.

C. The exercise, by the School Committee and their statutory agents, of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor, shall they be used to discriminate against any member of the Union or bargaining unit.

ARTICLE 3
NEGOTIATION PROCEDURE

A. Prior to October 1st of the calendar year preceding the calendar year in which this Agreement expires, either Party may give written notice to the other that it desires to alter or modify this Agreement, and upon receipt of such written notice, the Parties agree to meet and confer for the purpose of negotiating a new Agreement. Provided, however, if negotiations for a successor Agreement are not completed by June 30, 2029, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed.

B. After June 30, 2029, either party may terminate this Agreement by thirty (30) days written notice to the other party to the contract.

ARTICLE 4
AGENCY FEE

A. The Committee, acting through their statutory agents, agrees to require during the term of this Agreement, as a condition of employment for all employees hired after the effective date of this contract, except those employees who are certified to the Superintendent by the Union as being members of the Union, payment to the Union of any agency service fee, or authorization in.

B. The Superintendent further agrees to certify to the municipal Treasurer, that amount of such agency service fee, the employee authorization of the deduction of same, in accordance with G.L. Chapter 180, Section 17G, accordance with G.L. Chapter 150E, §12. The Union shall certify annually to the Superintendent the amount of such fee.

C. It is specifically understood and agreed that the Town of Greenfield, the Greenfield School Committee, and its officers and agents, shall be saved harmless for such deductions under those circumstances as provided by G.L. Chapter 180, Section 17G. For the purpose of this clause, the term "harmless" is defined as "any monies, once transmitted by the Town of Greenfield, the Greenfield School Committee and its officers and agents, to the Union, the Town of Greenfield, the Greenfield School Committee and its officers and agents, are no longer responsible for same.

D. The Union shall indemnify and save the Committee and their statutory agents harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deduction and remitting the same to the Union, pursuant to this Article.

E. The Union and Committee agree and understand that the Supreme Court Janus decision invalidates this Article, as a Union may no longer require the assessment of agency service fees for representation. If the Janus decision is overturned, the provisions of this Article shall be re-instated.

ARTICLE 5
HOURS, WAGES, & WORKING CONDITIONS

A. Hours of Work & Overtime Pay:

1. The regular work week shall consist of five (5) days of eight (8) hours work each day of the year not including a 30 minute unpaid lunch. The School District can alter the starting times by 30 minutes to account for different starting times for different schools. The start times for each school shall be set at the start of the school year. The Scheduling of the thirty (30) minute unpaid lunch shall be approved by the building Principal.

Regular hours for persons qualifying for night premium pay will be 2:00 p.m. to 10:30 p.m., with a half hour supper break between 4:30 p.m. and 6:30 p.m. when school is in session. At least one (1) employee will be on duty at all times during the supper break period. During school vacation periods, personnel will work the hours assigned by the Facilities Manager. No work assignment will be made for Saturdays or Sundays for those personnel regularly scheduled for Monday-Friday unless by mutual agreement.

Night shift premium will be paid to any employee for all authorized hours worked after 2:00 p.m. This clause does not apply to part-time or temporary help. This clause applies to regular assigned-shifts for custodians only. Custodians regularly receiving night premium September to June will receive such also for July and August if the employee is scheduled to work nights in September of the next school year or is to have primary responsibility for two (2) buildings.

2. All work performed in excess of forty (40) hours per week will be paid at the rate of time and one-half. Work performed on contractual holidays shall, in addition to the paid holiday, be paid at double time (2x). Employees will receive time and one-half (1½) for all time worked during their lunch periods and approved hours worked in excess of eight (8) hours in any one day. Holidays, Emergency Days, Vacation Days and Bereavement Days will be exceptions to the all work performed requirement for overtime pay.

3. Overtime shall normally be offered to the regular employees assigned to the facility involved. When all employees in a building have been offered overtime and either accepted or refused, then the additional overtime, if any, shall be offered to other custodians and/or maintenance personnel on a rotating basis. In cases where no other qualified employee is available for the assignment, the administration may use an individual of their choice.

4. No employee will leave their job site for the purpose of picking up or cashing their weekly pay check during regularly scheduled work hours.

5. In cases where a state of emergency is declared at the local or state level, assignments of individuals will be controlled by the Superintendent or their designee.

6. Employees responding to Building Alarms will receive three (3) hours callback pay. Said response is considered a mandatory responsibility. Employees will check all doors and windows and/or follow the established protocol.

7. Custodians will receive the custodian wage for any work done for the School Department, if such work is assigned during the employee's regular scheduled workday.

B. Paid Holidays:

1. The following shall be paid holidays:

New Year's Day (Jan)	Columbus Day (Oct)
Martin Luther King Day (Jan)	Veterans Day (Nov)
Presidents Day (Feb)	Thanksgiving (Nov)
Patriots Day (April)	Day after Thanksgiving (Nov)
Memorial Day (May	Juneteenth (June)
July 4th (July)	Labor Day (Sept)
Day before Christmas (Dec)	Christmas Day (Dec)

2. The School Committee reserves the right to designate an alternate day off in lieu of extra pay for holidays falling on Saturday or Sunday which do not affect the regular school calendar. This does not alter the number of eligible holidays covered under Section B, Paragraph 1. An employee called in to work on a holiday will be paid for time worked in addition to holiday pay.

3. All employees except part-time and temporary workers will receive pay based on the usual number of hours worked, not to exceed eight (8) hours pay, for such holidays, regardless of the day on which they fall.

To be eligible for holiday pay, an employee must have completed thirty (30) working days of continuous service and must have worked not less than twenty (20) days in the aggregate in the year prior to the

holiday and must have worked on the day preceding and the day following the holiday, unless a duly authorized leave of absence shall have been granted for either of said days. Authorized leave shall include sick leave which is supported by appropriate medical documentation.

If a holiday falls within a vacation, the employee will be given an extra day off. No holiday pay will be paid to employees during the first thirty (30) working days of their employment.

C. Wages:

1. Wage scales for custodial and maintenance employees are listed in Appendix A, which becomes a part of this Agreement. The District will work to automate checks; overtime and leave accrual will be listed. On July 1, 2026 there shall be a three percent (3%) general wage increase. On July 1, 2027 there shall be a three percent (3%) general wage increase. On July 1, 2028 there shall be a three percent (3%) general wage increase.

2. Longevity Payments: After ten (10) years of service an employee shall receive an additional ninety-five cent ($.95) increase in their hourly wage. After fifteen (15) years of service an employee shall receive an additional one dollar ($1.00) increase in their hourly wage. After twenty (20) years of services an employee shall receive an additional one dollars and five cent ($1.05) increase in their hourly wage.

3. Step Raises. Granting of increments shall not be automatic but shall be based on the recommendation of the Facilities Manager, Principal, and the Superintendent of Schools or their designee. All step increases will be effective July 1. To be eligible for a step increase an employee must work no less than thirty (30) weeks in the aggregate. At the discretion of the Facilities Manager and the Superintendent of Schools or their designee, the first increment may be granted at the end of six (6) months service.

If any step raise is not granted on July 1, the employee involved will be notified in writing within thirty (30) days as to the reason for denial of such.

4. Night premium increment of six percent (6%) per hour shall be paid to night custodians A six percent (6%) increment shall also be paid to men/women having primary responsibility for two (2) buildings. The maximum adjustment per person is 6%.

The head custodian of the High School and the head custodian of the Middle School shall be paid an annual amount of $3,300.

The Superintendent will determine which shift the Head Custodian stipend is paid, based on the operational needs of the School District. The exercise of this discretion by the Superintendent will not be used to displace any employee from a current shift.

Custodians assigned to two (2) buildings shall be granted travel pay at the IRS travel reimbursement rate. Custodians and maintenance personnel who are required to use their cars for school business shall be granted mileage at the IRS reimbursement rate.

Working Conditions:

Employees shall have their portable radios on their person and turned on at all times when students or staff are in the building.

Compensation for work performed at non-school related events will be paid at the appropriate overtime rate in the pay period following completion of the non-school related event, with required deductions made from such.

ARTICLE 6
VACATIONS

A. All custodial and maintenance employees who have been employed continuously for less than one (1) year as of July 1, but for more than thirty (30) weeks, shall be granted ten (10) days' vacation with pay.

B. All custodial and maintenance employees who have been employed for less than thirty (30) weeks on July 1 shall receive one (l) day paid vacation for each month or major portion thereof of service up to ten (10) days per year.

C. All custodial and maintenance employees employed continuously in excess of five (5) years shall receive fifteen (15) days' vacation. All custodial and maintenance employees employed continuously in excess of ten (10) years shall receive twenty (20) days' vacation. All custodial employees' vacation leave must be approved by the Superintendent or their designee. All maintenance employees' vacation leave must be approved by the Superintendent or their designee. Such approval shall not be arbitrarily denied.

Disapprovals must be based on operational need. Custodial employees and maintenance employees will submit vacation requests to the Director of Facilities and Grounds at least two (2) weeks in advance through the District's leave online program during the school year. During summer vacation periods, two (2) weeks' notice on the online program shall be required for vacation leaves of five (5) or more consecutive days.

D. Employees who have completed twenty (20) years of continuous service will receive a total of five (5) weeks' vacation. Upon mutual agreement, the employee shall have the option of taking the fifth week of vacation in either time or equivalent pay. The employee shall notify the School Committee of their election by January 1st of each school year.

Any time in excess of two (2) weeks must be taken at the convenience of the School System.

E. Date of eligibility for vacation shall require that a person be an active employee for pay purposes as of June 1 in the year for which the vacation benefits are being determined or paid.

F. All custodial and maintenance employees will schedule vacations as follows:

For Employees Entitled to No More Than Ten (10) Days Vacation:

1. Five (5) days to be taken at summer school shutdown.
2. Balance to be taken with two (2) weeks advance notice.

For Employees Entitled To No More Than Fifteen (15) Days Vacation:

1. Five (5) days to be taken at summer school shutdown.
2. Five (5) days to be taken with two (2) weeks advance notice.
3. One half of the time in excess of ten (10) days shall be taken at times school is not scheduled to be open; the balance shall be taken with two (2) weeks advance notice.*

For Employees With Over Fifteen (15) Days Vacation:

1. Five (5) days to be taken at summer school shutdown.
2. Five (5) days to be taken with two (2) weeks advance notice.
3. One half of the time in excess of ten (10) days shall be taken at times school is not

scheduled to be open; the balance shall be taken with two (2) weeks advance notice.*

Employees who schedule all of their vacation at times when school is not scheduled to be open will receive one (l) additional day of vacation than as set forth under Article VI, Sections A, B and C.

In cases where Subparagraphs 3 above create half-day periods, such will be included with that time which requires two (2) weeks advance notice.

G. If two (2) or more requests are received on the same date for vacation to be taken at the same time when school is scheduled to be open, the request of the employee with the greatest amount of seniority will prevail. If requests are received on different dates for vacation to be taken at the same time, the date of receipt of the request will prevail regardless of seniority.

H. Employees who have worked continuously in excess of five (5) years will be eligible for two (2) weeks paid vacation upon retirement provided such retirement is taken after April 1of the year of retirement. Employees who leave for reasons other than retirement must comply with Section E.

I. A vacation, once set, cannot be cancelled or changed except by mutual agreement.

J. Employees may only carry over ten (10) days' vacation to the next vacation year.

K. Illness suffered during an employee's scheduled vacation will be considered as vacation time rather than paid sick time. If hospitalization or home confinement is required and a doctor's certificate so indicates, the period of such hospitalization, post-hospitalization confinement or home confinement as ordered by the attending physician may be charged to sick time providing the employee has adequate accrued sick time to cover the period involved and the same number of such days of original vacation time involved rescheduled for vacation. The time of the rescheduled vacation shall be by mutual agreement of the employee and the employer.

ARTICLE 7
SICK LEAVE AND EMERGENCY LEAVE

A. Each employee covered under this contract shall be entitled to leave of absence for disability with full pay up to fifteen (15) working days in each fiscal year. It is further agreed that during the first year of employment, a custodial/maintenance employee becomes eligible for sick time at the rate of 1.25 days for each calendar month employed, up to a total not to exceed fifteen (15) days in any one (1) year. Unused leaves of absence for disability shall be accumulated from year to year without limitation so long as the employee remains continuously in the service of the School Committee, provided however, that no more than two hundred thirty-eight (238) days may be used for disability in any one (1) year.

B. To be eligible for sick leave credit, an employee must have worked not less than one hundred (100) days in the aggregate in the year prior to July 1 of the year for which an employee is seeking the sick leave credit. If the one hundred (100) days in the aggregate has not been met, employees will accrue sick time in the same procedure as for new employees.

C. The Superintendent or their designee may require that absences of five (5) or more consecutive school days because of disability be certified by a primary care provider. Re-certification may be required every ten (10) work days thereafter. An individual who is required to submit a letter from a primary care provider under this paragraph will also be required to submit a letter from a primary care provider stating the individual can return to their normal duties before resuming work.

D. Any employee covered under this contract shall be entitled to use up to five (5) days per year of accumulated sick leave in the event of illness of a member of the employee's immediate family. Immediate family is defined for this section to include: spouse, children, parents, or member of the immediate household residing with the employee, or individual for whom the employee has acted as a parent or legal guardian.

In case of a serious illness/accident resulting in the exhaustion of accumulated Sick Leave, employees may on a voluntary basis, donate individual vacation days to a Sick Leave Bank for use by the employee whose sick leave has been exhausted by such serious illness/accident.

In addition, the Superintendent or their designee may require that an employee who is absent ten (10) consecutive or thirty (30) cumulative working days from July 1st through June 30th submit a letter from a physician stating that the employee is fit to perform their job duties and responsibilities before resuming work.

Employees who work all scheduled days in a calendar month shall receive a bonus of One Hundred Dollars ($100). Said bonus shall be paid within thirty (30) days of the end of each month.

ARTICLE 8
LEAVES

A. Emergency and Bereavement Leave:

The Superintendent agrees to grant up to five (5) days emergency leave with pay in any one (1) year. The Superintendent of Schools or their designee will determine as to whether or not a true emergency exists and the amount of time to be granted. Emergencies are events of an unforeseen nature that require time off from work. Additional time with or without pay under this provision may be granted by the Superintendent of Schools or their designee.

Time under this paragraph will be granted for death in the employee's immediate family. The immediate family is defined to include: spouse, children, parents, grandparents, grandchildren, parents-in-law, sister, brother, sister or brother-in-law, member of the immediate household residing with the employee or individual for whom the employee has acted as a parent or legal guardian. Only one (1) workday will be granted in the event of a death of a relative other than specified in this paragraph to attend the funeral.

B. Personal Leave Without Pay:

Reasonable leaves of absence for personal reasons may be granted by the appropriate supervisor and shall be without compensation. Leaves of absence in excess of ten (10) workdays must receive prior approval of the Superintendent of Schools and shall be without compensation.

C. Leaves of Absence:

A leave of absence not to exceed one (1) year will be granted for non-work related or work-related sickness or industrial injury to any permanent employee with more than one (1) year of continuous service, subject to satisfactory proof of disability at its inception. Any leave for reasons of injury or sickness will require a physician's notification. For leaves related to injury or sickness that will extend more than 20 days, the Superintendent may request one or more additional opinions from a physician of the school's choosing, paid for by the school system. The employee may request an additional opinion from a physician of his own choosing which will be paid for by the School system. Seniority shall accumulate during the period of such leave and upon termination of their leave; the employee shall be

eligible for reinstatement in the position held prior to the leave or a comparable position if the previous position no longer exists. Full insurance and other benefits will continue during the period of leave, with the employee responsible for the payment of their portion to the premium.

D. Upon written application by an employee involved in a Worker's Compensation case, the employee may receive the difference between what they received from Worker's Compensation and their regular gross pay, deductible from their sick pay to the extent that they have sick pay available.

E. Necessary time will be granted to official Union Representatives to attend conferences or conventions each year. A written request describing the nature, time and place of such meeting will be submitted to the Superintendent thirty (30) days in advance of the conference or convention. The Superintendent agrees to authorize for this purpose up to eight (8) work days total for the entire Union membership per contract year without pay.

F. Each custodian or maintenance worker shall be granted up to three (3) days personal time with pay per fiscal year, non-accumulative, for the purpose of transacting or attending to personal business that cannot be accomplished except during working hours. Leaves of absence under this section will not be granted for days immediately preceding or following school vacation, employee vacations or holidays except in those circumstances approved by the Superintendent of Schools or their designee. No less than four (4) hours may be taken under this paragraph at any one (1) time. Reasonable prior notice must be given to the Superintendent's designee, unless the circumstances attendant to the leave request preclude such reasonable notice. Unused personal time will be accrued as sick leave.

G. Unless an emergency exists, whenever possible, personnel should provide at least three days prior notice to the Superintendent or their designee for personal leave.

ARTICLE 9
GRIEVANCE PROCEDURE

A grievance is defined as a complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation or misapplication of the terms of the Agreement.

Discipline: No employee shall be disciplined without just cause.

General Provisions

1. The Union shall have the right to be present and to participate in the processing of any grievance, at any level, and to use representatives of its own choosing.

2. The time limits specified mean calendar days, exclusive of vacations and holidays, and are to be considered as maxima with every effort made to expedite the process. The time limits specified may, however, be extended by mutual consent in writing.

3. No reprisals of any kind will be taken against any party by reason of participation in a grievance. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. Response at all levels of the grievance procedure shall indicate clearly the rationale for the decision and shall be communicated in writing to the grievant, the Union and the Chairman of the School Committee.

Purpose

The Purpose of this procedure is to secure, at the lowest possible level, equitable and prompt solutions to problems, which arise under this agreement. The committee and the Union desire that such procedure shall remain as informal and as confidential as may be appropriate, and nothing in this contract shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, provided the adjustment of the grievance is not inconsistent with the terms of this contract, and nothing in this contract shall be construed as limiting the union from bringing other matters to the attention of the Committee in a manner other than as a grievance.

Informal Procedure

Any employees having a complaint sufficient to state a grievance under the above definition, shall, prior to filing it under the formal procedure, discuss the matter informally with their immediate supervisor in an-attempt to adjust such. Such discussion should be held no more than twenty-one (21) calendar days from the time the employees knew or should have known of the act or condition on which the grievance is based. Employee(s) may request a Union representative to be present for this discussion. A reasonable attempt by all parties must be made to secure a solution via the informal procedure as stated above.

Formal Procedure

LEVEL ONE The employee(s) or the Union shall present the grievance to the immediate supervisor, and/or Building Principal in writing, within ten (10) calendar days after completion of the informal procedure. The grievance shall indicate the particulars of the complaint including dates and circumstances where applicable, and the portion(s) of the contract on which the grievance is based. The remedy desired shall be stated at the time of the filing of the grievance at this level. If the remedy is not stated, the grievance shall be returned and the union will have three (3) days from receipt of returned grievance to indicate the resolution desired. The completed grievance shall be answered within ten (10) work days of receipt.

LEVEL TWO If the grievance is not settled in Level One, the Union may appeal it by giving a written notice of such appeal, within fourteen (14) calendar days after receipt of the immediate superior's written answer, to the Superintendent of Schools or their designee, who shall discuss it with the Union's representative(s) or designee at a time to be mutually agreed upon. This meeting is to be held not later than ten (10) working days after receipt of this written notice of appeal. The superintendent or designated representative shall give a written answer to the grievance within ten (10) working days after the close of the discussion.

LEVEL THREE If the grievance is not settled in Level Two, the Union may appeal it by giving a written notice of such appeal, within fourteen (14) calendar days after such receipt of the answer of the Superintendent or designated representative, to the School Committee, who shall discuss it with the Union's representative(s) or designees, at a time to fixed by the School Committee. This meeting is to be held not later than fourteen (14) calendar days after receipt of this written notice of appeal. The school committee shall give their written answer to the grievance within ninety (90) calendar days.

LEVEL FOUR

(a) If the grievance is not settled in Level Three, it may be appealed to arbitration by a written notice of such appeal given by the Union to the School Committee within thirty (30) calendar days after the receipt of the written answer of the School Committee in accordance with the rules of the American Arbitration Association.

(b) The arbitrator chosen under the aforementioned rules of the American Arbitration Association shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this agreement.

(c) The arbitrator shall decide the dispute and render the employee's award, and the arbitrator's award shall be final and binding on the parties. Each party shall bear the expense of its representatives and witnesses: and the fees and expenses of the arbitrator shall be borne equally by the parties.

Processing and Settlement

1. The parties agree to follow each of the foregoing steps in the processing of the grievance; and if, at any step, the School Committee's representative fails to give a written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit.

2. The settlement of a grievance in any case, shall not be made retroactive for a period prior to the date the alleged grievance arose, unless mutually agreed otherwise.

3. Every attempt will be made by all parties to a grievance to settle the matter outside of the regular workday for the grievants. The Committee will pay reasonable time to one (1) Union representative to investigate and /or process a grievance by an employee of the Committee. Should there be an abuse of this provision by such agent of the Union, the Committee may discontinue such payments on such occasions.

ARTICLE 10
JOB OPENINGS & FILLING OF VACANCIES

A. All employees shall be notified of all job openings within their bargaining unit by written notice posted on the website and via email. No opening will be filled by the Superintendent before four (4) working days have elapsed after notice was distributed to the above-referenced place of assignment. Employees desiring to apply for the open position must submit their request in writing online. When moving within the same classification (custodian to custodian), the job awarded will be made taking the following into consideration:

1. Seniority;
2. Qualifications and past performance.

When moving from one classification to another (custodial to maintenance), the job award will be made taking the following into consideration:

1. Qualifications and past performance
2. Seniority

It is understood that any employee awarded a job on the above basis must demonstrate the employee's availability to perform the job satisfactorily within a forty-five (45) day period of time.

B. Within fourteen (14) calendar days of a transfer or new hire, the Superintendent will furnish the Union with an email regarding the transfer or new hire. Annually the Superintendent shall provide the Union with an updates list of all employees and their positions, including start date, by November 1st of each year.

C. The District retains the right, in its sole discretion, to hire part-time employees on a temporary or project-specific basis to perform discrete assignments or initiatives.

ARTICLE 11
SENIORITY, LAY-OFF, & REHIRE

A. Seniority

1. Seniority shall be the controlling factor in regards to selection of time for vacations [FIRST two (2) weeks]. Seniority along with past performance and qualifications will be used in regards to transfers. Seniority for an employee shall be defined and restricted to the employee's continuous length of employment by the Committee within the bargaining unit. Employees who work less than full-time will not have seniority pro-rated. Past performance will include absenteeism, ability to work without direct supervision, work habits, attitude towards work and fellow employees, and dependability.

2. Summer help and temporary employees shall not acquire any seniority while serving in such capacities.

3. An employee shall lose their seniority and cease to be an employee of the School Committee for any of the following reasons.

(a) If the employee quits;
(b) If the employee is discharged;
(c) If the employee fails to report within five (5) days when recalled from lay-off;
(d) If an employee is absent for five (5) or more calendar days without notifying the appropriate supervisor;
(e) If an employee gives false reason for a leave of absence or for use of sick time.

B. Lay-Off

1. Natural attrition and/or retirements shall be taken into account prior to invoking the provisions of this section.

2. When it is necessary to reduce the number of employees, those affected by a lay-off will be notified, in writing, thirty (30) days prior to the time the lay-off will take place.

3. In the event of lay-offs, employees will be laid off in reverse of seniority.

4. Any employee whose position is eliminated shall:

a. Be transferred to an open position for which the employee is qualified.

If this is not possible, than the employee may:

b. replace an employee with lower seniority where, within the School District, there is a position for which the employee whose position is eliminated is qualified to fill.

5. The Union shall be notified, in writing, of any employees to be laid off at the same time as Paragraph 2 above.

C. Rehire

1. Employees who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their lay-off.

2. During the recall period, employees shall be notified, in writing, to their last address of record and given preference for positions for which they are qualified in the inverse order of their respective lay-off.

Employees so notified shall have five (5) working days to respond, in writing, to claim the position.

1. All benefits which an employee had accrued up to the date of lay-off shall be restored in full upon re-employment with the recall period. No benefits or seniority shall accrue during the period of lay-off.

2. It is the employee's responsibility to keep the Superintendent's office advised of their current name, address, and contact information.

ARTICLE 12
SICK LEAVE BUY-BACK

All employees covered under the contract shall receive twenty percent (20%) of their unused accumulated sick leave at their current rate of pay in a lump sum to be based upon the following reasons for separation.

1. Death – No minimum years of service.
2. Disabled – No minimum years of service.
3. Laid –off – one (1) year of service.
4. Retirement – Fifteen (15) years of service

ARTICLE 13
MILITARY LEAVE

Any employee covered under this contract who is required to participate in an annual tour of duty by the National Guard of Reserves will be granted military leave as follows:

1. Every attempt will be made to get a schedule of duty that will take place while school is not in session.

2. Employees will be compensated the difference between the rate of military pay received for such leave and their normal rate of pay from the Greenfield School System.

3. Such military leave not to exceed fifteen (15) calendar days will not be deducted from available vacation time or sick time.

ARTICLE 14
NO STRIKE

During the term of this Agreement, the Parties hereto agree that there shall be no strikes or lockouts of any kind whatsoever, work stoppages, slow-downs, withholding of services or interference or interruption with the operation of the school department, by any employee or the Union. Nor, shall there be any strike, lockout or interruption of work during the term of this Agreement because of any disputes or disagreements between any other parties (or other employees or unions), who are not signatory parties to this Agreement. Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either Party against the other, of a violation of this Article, shall be subject to arbitration as provided for in Article IX of this Agreement.

ARTICLE 15
PROTECTION

If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 16
GENERAL

The Union recognizes that the School Committee shall not be obligated to provide any of the Benefits set forth in this agreement, or comply with any of its provisions, in the absence of the applicable City Council approval. The Employer, however, shall be obligated to see Town Council approval and shall exercise its best efforts obtain approval. Compliance by both Parties with Massachusetts General Laws Chapter 150E, Section 7b, as amended by Proposition 2½, will prevail if Town Council approval is not secured.

ARTICLE 17
LIFE and HEALTH INSURANCE

A. Employees in this bargaining unit are eligible to participate in the Town's Life Insurance program ($10,000 Policy)

B. The Town will pay sixty percent (60%) of the premiums for group health insurance plans offered, except that it will pay eighty percent (80%) of the premiums for the existing HMO plan or its comparable successor

C. The Union and the School Committee mutually agree that if, during the term of this contract, there is a change to the percentage amount that an employee pays for medical insurance premiums to exceed the percentages mentioned in Paragraph B of this Article above, it shall trigger a reopener on wages and both parties agree to meet within thirty (30) days' notice of such insurance percentage premium increase to bargain in good faith for midterm wages.

ARTICLE 18
UNION MEETINGS

Union meetings (where all members are invited and included) will be allowed eight (8) times a year, at 2:00 P.M. at one of the Schools, with permission of the Principal. The Union President will notify the Superintendent or their designee at least seven (7) days in advance as to the meeting date. The meetings will last no longer than one hour and the employees scheduled to work will make up the time spent at the meeting. During the course of any employment orientation program for new employees, or during the first month of a new hires employment, where such orientation programs do not exists, the union shall be provided an opportunity to meet such new employees on employee time. Such time shall not exceed twenty (20) minutes.

ARTICLE 19
FAMILY AND MEDICAL LEAVE

In compliance with the School Department's policy to implement and administer the provisions of the Family Medical Leave Act (FMLA) of 1993, the School Department and the union agree the FMLA leave policy governs events such as:

1. the birth, adoption, or foster care placement of a child and for care of that child;
2. the serious health condition of a spouse, spousal equivalent or life partner, child, or parent of the employee;
3. the employee's own serious health condition.

Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month period as provided for under the FMLA policy definitions and procedures and in conjunction with:

1. as provided for under any applicable leave contained elsewhere in this Agreement: and,
2. as outlined in the "Paid Leave and Benefits" section of the FMLA policy; and
3. any paid leave provided by this Agreement shall run concurrently with and not in addition to any unpaid leave.

The School Department and the Union hereby affirm and adopt the Massachusetts Small Necessities Act wherein employees are entitled to 24 hours of unpaid leave time in addition to any FMLA leave. Any paid leave as provided elsewhere within this agreement shall run concurrently with and not in addition to any unpaid leave. Such leave includes:

1. School activities involving the educational advancement of the employee's child;
2. To accompany the employee's child to routine medical or dental appointment
3. To accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.

ARTICLE 20
PROBATIONARY PERIOD

Employees shall be considered probationary employees during their first twelve (12) months of employment under Article 1. This does not impact access to benefits after ninety (90) days. Extensions of this probationary period may be made only by mutual agreement between the Union and the Employer, acting through the Superintendent of Schools.

During the probationary period (or extension) the probationary employee will not be covered by the provisions of the Grievance Procedure regarding any termination of employment of the probationary employee.

ARTICLE 21
PROFESSIONAL DEVELOPMENT AND INSERVICE TRAINING

Custodian/Maintenance personnel will have opportunities for professional development and in-service training. To the extent possible, these training programs will be held on in-service days when students are not in attendance. Topics will include but not be limited to: use and storage of chemicals, best practice for cleaning, asbestos management, green building care, storage of supplies and chemicals, care and cleaning with bodily fluids, maintenance topics, computerization of work orders/maintenance requests, computerization of time cards, and computerization and planning for building management schedule.

Staff and management will develop a list of training topic suggestions. Management may require certain trainings for all custodial/maintenance personnel.

ARTICLE 22
JURY DUTY

An employee of the School Committee who serves as a grand or traverse juror or is subpoenaed as a witness in a Federal Court or in the Courts of the Commonwealth shall receive from the School Committee the difference between the employee's salary and the compensation received for such jury service, exclusive of any travel or any other allowance. It is the employee's responsibility to notify their department manager of the dates the employee is called for jury duty and to provide written proof by providing a copy of the Notice to Serve from the Jury Commissioner, and to provide verification of compensation received for jury service. Seniority shall accumulate during this time. Second shift employees who serve jury duty during the day shall not be required to work that night.

ARTICLE 23
CLOTHING

Effective July 1, 2012, a minimal dress code provision will be inserted so that:

a. Custodial/maintenance personnel must wear GPS-issued shirts identifying themselves as GPS custodian/maintenance employees during the school year. Each employee shall be provided at least five (5) GPS issued shirts per year.

b. In addition to GPS-issued shirts, up to $200 per person each fiscal year will be available for work clothing allowance, with purchase to be coordinated through one or more vendors. All submissions for reimbursement must be submitted no later than June 1st. The following items shall be considered

reimbursable work clothing and work-related apparel for custodial employees, provided such items are reasonably required for the performance of assigned duties and are consistent with the operational needs of the District: work pants, jeans, work shirts, t-shirts, sweatshirts, jackets, coveralls, safety-toe or slip-resistant work boots or shoes, gloves, hats, rain gear, and other protective or duty-related clothing customarily used in custodial, maintenance, or groundskeeping work. Reimbursement shall not include ordinary street clothing, business attire, or items primarily intended for personal use outside of work. The District reserves the right to require reasonable documentation or receipts and to determine whether requested items are appropriate and consistent with this provision.

c. Up to $100 will be reimbursed for one pair of work footwear per year.

d. The district will provide non-slip, safety shoe covers for personnel who strip floors.

ARTICLE 24
DURATION

The provisions of this Agreement shall be in effect from July 1, 2026 to June 30, 2029. If negotiations for a successor agreement are not completed prior to June 30, 2029, the provisions of this Agreement will remain in full force and effect until said successor is executed. Provided however, either party can terminate this Agreement after June 30, 2029, by serving written notice of their intention to terminate the Agreement. Said written notice must be served at least thirty (30) days prior to actual termination.

ARTICLE 25
SAVINGS CLAUSE

Should any provision of the Agreement be found to be in violation of any Federal or State law, by a final decree of a court or competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 26
NON-DISCRIMINATION CLAUSE

In accordance with applicable Federal and State laws, the Committee and the UPSEU agree not to discriminate against any employee covered by this Agreement on the basis of age, sex, pregnancy or pregnancy-related condition, gender identity, race, religion, color, creed, sexual orientation, physical disability, or national origin.

The Committee further agrees that it will not discriminate against any employee for UPSEU membership or UPSEU activity or for adhering to any lawful provision of this Agreement.

The UPSEU agrees that it will fairly represent all persons covered by this Agreement in matters related to the contract.

Neither the UPSEU, nor any officer, other agent nor representative, shall intimidate or coerce any employee of the Greenfield Public Schools at any time.

Supervision:

The immediate supervisor shall be the Director of Facilities and Grounds. If the custodial/maintenance worker's supervisor is not specifically assigned, the default supervisor will be the building principal or associate principal.

IN WITNESS HEREOF, the Parties hereto set their hands and seals this 9th day of ~~October~~ November 2026.

GREENFIELD SCHOOL COMMITTEE PERSONNEL

BY: _____

DATE: 11/9/26

UPSEU LOCAL 424: CUSTODIAL/MAINTENANCE

BY: _____

DATE: 11/9/26

APPENDIX A
WAGES

(2026-2027, 2027-2028, 2028-2029)

Custodial

2026-2027 3%				2027-2028 3%				2028-2029 3%		
Step	Hourly	Weekly		Step	Hourly	Weekly		Step	Hourly	Weekly
1	$19.17	$766.70		1	$19.74	$789.70		1	$20.34	$813.39
2	$19.98	$799.12		2	$20.58	$823.09		2	$21.20	$847.78
3	$20.56	$822.52		3	$21.18	$847.19		3	$21.81	$872.61
4	$21.28	$851.34		4	$21.92	$876.88		4	$22.58	$903.18
5	$21.64	$865.75		5	$22.29	$891.72		5	$22.96	$918.47
6	$22.24	$889.60		6	$22.90	$916.29		6	$23.59	$943.78
7	$22.66	$906.26		7	$23.34	$933.44		7	$24.04	$961.45
8	$23.08	$923.36		8	$23.77	$951.07		8	$24.49	$979.60
9	$23.41	$936.42		9	$24.11	$964.52		9	$24.84	$993.45
10	$23.77	$950.83		10	$24.49	$979.36		10	$25.22	$1,008.74

Maintenance

2026-2027 3%				2027-2028 3%				2028-2029 3%		
Step	Hourly	Weekly		Step	Hourly	Weekly		Step	Hourly	Weekly
1	$20.78	$831.08		1	$21.40	$856.01		1	$22.04	$881.69
2	$21.64	$865.75		2	$22.29	$891.72		2	$22.96	$918.47
3	$22.26	$890.51		3	$22.93	$917.22		3	$23.61	$944.74
4	$23.01	$920.21		4	$23.70	$947.82		4	$24.41	$976.25
5	$23.39	$935.52		5	$24.09	$963.58		5	$24.82	$992.49
6	$24.06	$962.54		6	$24.78	$991.41		6	$25.53	$1,021.15
7	$24.50	$980.10		7	$25.24	$1,009.50		7	$26.00	$1,039.78
8	$24.99	$999.45		8	$25.74	$1,029.43		8	$26.51	$1,060.32
9	$25.30	$1,012.06		9	$26.06	$1,042.42		9	$26.84	$1,073.69
10	$25.68	$1,026.91		10	$26.45	$1,057.72		10	$27.24	$1,089.45

Years for placement for new hires shall be based upon the Superintendent's discretion regarding previous relevant work experience. The maximum Step for new hires shall be Step 5.