

## **MEMORANDUM OF AGREEMENT**

The Negotiating Subcommittee of the Lincoln School Committee (hereinafter “the Committee” or “the Employer”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the full School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the American Federation of State, County and Municipal Employees, Council 93, Local 1703 (Custodial Unit), (hereinafter “the Union”), acting subject to the ratification of this Agreement by the membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three-year period from July 1, 2025 through June 30, 2028. Deleted language is in strikethrough; new language is underlined.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2022 to June 30, 2025 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from July 1, 2025 through June 30, 2028.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
3. Unless otherwise specified herein, all modifications of economic and non-economic working conditions will take effect as of the date of ratification of this Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of

existing contract language shall be incorporated into the new Collective Bargaining Agreement.

4. Where applicable throughout the contract, delete “~~funeral leave~~” and replace with “bereavement leave”.

5. Where applicable throughout the contract, delete “~~lead~~” custodian and replace with “head” custodian.

6. Article VII, Section C (New section). Add the following language as a new Section C:

C. In order to encourage a productive and collaborative relationship between the parties, a Management/Employee Dialogue Committee shall be established.

1. The Committee shall be composed of at least two (and no more than four) individuals representing the Union and at least two individuals representing Management.
2. The purpose of said Committee shall be to discuss and act on matters of concern of the employees and/or Management.
3. There shall be at least three (3) meetings per year. Additional meetings may be called if Management or the Union feels it is necessary. The parties shall share agenda items at least one week prior to each scheduled meeting, and both parties shall have the opportunity to approve or reject proposed agenda items.
4. The establishment of a Management/Employee Dialogue Committee shall not be construed as a waiver of either party’s right to bargain about wages, hours, and other working conditions, or the right to bargain about the impact of management decisions on wages, hours, or working conditions.

The Management/Employee Dialogue Committee shall not be construed to restrict the management rights and powers of the School Committee or the administration. It is understood that the Dialogue Committee shall have no power to negotiate, alter, or amend the terms of this Agreement.

5. Notwithstanding the foregoing, the Management/Employee Dialogue Committee shall discuss, at least annually, safety programs and procedures and shall focus attention on any injuries that have resulted, and which would serve to alter or revise any such existing programs or procedures.
7. Article IX, Section A, first paragraph. Amend the third sentence to read as follows:  
“Night shift may begin at 2:30 ~~3:00~~ PM.”
8. Article IX, Section M, first paragraph. Amend the language in this section to read as follows: “All Employees assigned to the second shift, mid-day shift, Day Head Custodians, and Night Head Custodians shall be paid on a separate wage schedule seen in Appendix B.”
9. Article XI, Section B, first paragraph. Add the following underlined language to the existing contract language: “Vacation shall be granted by the Facilities Director at such time as, in their opinion, will cause the least interference with the performance of the regular work of the Lincoln Public Schools, but taking into account as far as possible the preference of the individual Employee. All requests for vacation of five days or more must be made at least five working days in advance and must be in writing and entered into the district’s absence management system. All requests for vacation of less than five days or fewer must be made at least three working days in advance and must be in writing and entered into the district’s absence management system, provided that a

request for one day of vacation may be made with 24 hours of notice, and entered into the district's absence management system."


10. Article XII, Section E, sub-section #1. Add the following underlined language to the existing contract language: "Schedule known use of sick time more than 2 work days before the shift using district's electronic attendance system and do not follow items 2 and 3."
11. Article XII Section E #3: Add the following underlined language to the existing contract language and delete the language in strikethrough: "Notify one or more of the same-shift Supervisor ~~Employees~~ of their absence prior to the start of shift. In the cases of absences exceeding one (1) day, the Employee is expected to keep the Facilities Administrative Assistant and the same-shift Supervisor ~~Employees~~ regularly informed unless a specific sick leave period is otherwise provided by the Employee.  
  
The Superintendent of Schools or their designee reserves the right to require a doctor's certificate justifying a sick leave absence of an Employee and may require a physical examination of the Employee (such examination to be administered without charge to the employee) when sick leave exceeds three (3) ~~four (4)~~ consecutive days.  
  
In the event that an Employee needs to leave early during a shift, due to an emergency situation or illness, they must adhere to the following procedures:
  1. Call the Facilities Administrative Assistant with time and reason for leaving.
  2. Notify one or more of the same-shift Supervisor ~~Employees~~ that they are leaving.
  3. If an Employee leaves due to emergency or illness during school hours, while school is in operation, they will inform the principal's office in the school building where they


work. Such notification will be made via phone call or in person only prior to leaving the building.”

12. Article XXIII, Section A, first paragraph. Amend the third sentence of this paragraph by adding the following underlined language to the existing contract language and deleting the language in strikethrough to read as follows: “The first twelve (12) ~~six (6)~~ months of employment shall be considered a probationary period.”
13. Article XXIII, Section C, first paragraph: Amend this paragraph by adding the following underlined language to the existing contract language and deleting the language in strikethrough so that the paragraph reads as follows: “The classifications “permanent employee” and “temporary employee” are defined as follows: A “permanent employee” is an Employee retained on a continuing basis in a position in the Lincoln Public Schools which has required or which is likely to require the services of an incumbent without interruption for a period of at least twelve (12) ~~six (6)~~ calendar months, on a full-time employment basis. A “temporary employee” is an Employee retained in any position in the Lincoln Public Schools which requires or is likely to require the services of an incumbent for a period not exceeding twelve (12) ~~six (6)~~ calendar months.”
14. Article XXV, first paragraph, fourth sentence. Delete “~~Smith, Brooks~~” and replace with “Lincoln”.
15. Add the previously-agreed to MOA for parental leave and the MOA for the conversion of individual sick time into additional family sick time into the contract in the appropriate articles.

## 16. Appendix B.

- a. Year One (July 1, 2025 through June 30, 2026) – Effective July 1, 2025, increase all steps by two and one-half percent (2.5%);
- b. Year Two (July 1, 2026 through June 30, 2027) – Effective July 1, 2026, increase all steps by two percent and one-half percent (2.5%);
- c. Year Three (July 1, 2027 through June 30, 2028) – Effective July 1, 2027, increase all steps by five percent (5%).

  
 AMERICAN FEDERATION OF STATE,  
 COUNTY AND MUNICIPAL EMPLOYEES,  
 LOCAL 1703 (CUSTODIAL UNIT)

  
 DATE

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 LINCOLN SCHOOL COMMITTEE

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 DATE