

AGREEMENT BETWEEN

THE SCHOOL COMMITTEE  
OF THE TOWN OF NORTH READING

AND

THE NORTH READING CUSTODIANS

AFSCME, COUNCIL 93, LOCAL 1703, AFL-CIO

JULY 1, 2020 – JUNE 30, 2023

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This AGREEMENT is entered into this 2nd day of March, 2020, by THE SCHOOL COMMITTEE OF THE TOWN OF NORTH READING (hereinafter referred to as the Employer) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1703, (hereinafter referred to as the Union).

## PREAMBLE

It is the intention and the purpose of the parties hereto that this AGREEMENT provides an orderly collective bargaining relationship between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

It is recognized that in addition to other functions and responsibilities, the employer has and will retain the sole right and responsibility to direct the operations of the employees and in this connection to determine the reasonable methods, processes and type of work to be performed; the schedule of shifts and hours of work; and to select, hire, and demote employees for just cause, including the right to make and apply reasonable rules and regulations of discipline, efficiency and safety.

The Employer shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote, and transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

Employees covered by this AGREEMENT shall have and shall be protected in the exercise of the right, freely without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office and/or participate in the management of the Union; and to engage in other lawful Union and concerted activities.

There shall be no solicitation of employees for Union membership or dues conducted upon the premises during working hours by the Union.

Neither the Employer nor the Union will discriminate against any employee covered by this AGREEMENT or applicant for employment because of race, color, creed, religion, sex, sexual preference, political belief, union activity or national origin.

# ARTICLE I

## RECOGNITION

### Section 1

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for wages, hours and working conditions for all regular full-time and permanent part-time custodian employees of the Employer.

### Section 2 - Membership in Union

The Employer and the Union recognizes the right of any employee to become or not to become a member of the Union and will not discourage, discriminate or in any other way interfere with the employee in the exercise of these rights.

### Section 3 - Check-Off

The Employer hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Town Treasurer all payroll deductions for the payment of dues to the Union duly authorized by employees covered by this AGREEMENT.

### Section 4 - Agency Fee

Effective July 1, 1993, the Committee agrees to require as a condition of employment that all employees covered by this AGREEMENT except those certified as members to the Committee by the Union as of the thirtieth (30th) day subsequent to the above effective date, an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration which amount shall be certified annually to the Committee by the Union. The agency fee shall be deducted from the wages of any employee who signs authorization to that effect and such fees shall be transmitted to the Treasurer of the Union as provided in Section 17G of Chapter 180 of the General Laws. The Union will indemnify the Committee for any liability arising from the operation of this provision.

### Section 5 - Pro-rated Benefits

Permanent part-time custodians shall receive the following pro-rated benefits: wages, holidays, vacations, sick leave, personal leave, bereavement leave, sick leave bank, clothing allowance. This section does not apply to seasonal or occasional part-time custodians.

ARTICLE II  
GRIEVANCE AND ARBITRATION PROCEDURE

GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible. An employee shall have the right to present a grievance and have it promptly considered on its merits.

Definition: A grievance is a claim based upon an event or condition that alleges a violation, misinterpretation or misapplication of the provisions of this AGREEMENT. The term "grievance" shall not apply to any matter concerning which the Employer has no authority.

Step 1

An employee and/or Union representative shall present a grievance to the Supervisor of Custodians within five (5) business days after the act or condition which is the basis of the complaint occurred. The employee and the Supervisor of Custodians shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, an employee may present a grievance personally, or he may be represented by a Union representative. The Supervisor of Custodians shall communicate his decision to the aggrieved employee(s) within five (5) business days after receiving his complaint.

Step 2

If the grievance is not resolved by Step 1, the aggrieved employee of the Union shall contact the Chairperson of the Union and, if approved by the executive board, the aggrieved employee of the Union may appeal by forwarding the grievance, in writing, to the Superintendent of Schools within five (5) business days after he has received the Step 1 decision. The appeal shall include:

- (a) Name and position of grievant
- (b) A statement of the grievance and the facts involved
- (c) The corrective action requested
- (d) Name of Union Representative at Step 1, if any
- (e) Signature(s) of grievant(s) or Union representative.

The Superintendent of Schools will arrange for a meeting with the aggrieved employee and their Union representative, if any. The aggrieved employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that

the sole question before the Superintendent of Schools is one of interpretation of a provision of this agreement. The Superintendent of Schools shall issue his decision on the grievance as soon as possible, but not later than ten (10) business days after receipt of the appeal.

### Step 3

If the grievance is not resolved by Step 2, the aggrieved employee or the Union shall contact the Chairperson of the Union and, if approved by the majority vote of the Executive Board, the aggrieved employee or the Union may appeal by forwarding the grievance, in writing, to the School Committee within five (5) business days after the employee has received the Step 2 decision. The School Committee shall issue a decision on the grievance as soon as possible, but no later than thirty (30) business days after the receipt of the appeal or by the next regularly scheduled meeting, whichever is later.

### ARBITRATION

A grievance which was not resolved at Step 3 under the grievance procedure may be referred to arbitration. The notice shall be filed within thirty (30) business days after denial of the grievance at Step 3. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of events which occurred prior to the execution of this AGREEMENT shall be submitted to arbitration under the provisions of this AGREEMENT.

It is further understood and agreed that no matters relating to the power and authority exclusively vested in the Employer by statute or law shall be submitted to arbitration.

The decision of the arbitrator shall be supported by substantial evidence on the record as a whole, and shall be final and conclusive and binding upon all employees, the employer and the Union. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this AGREEMENT; nor shall the arbitrator have jurisdiction in any case submitted to arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Employer to direct its employees; the assignment of work to employees; the shift schedules and hours of work; the rules and regulations to be made or applied for discipline.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony.

It is agreed that during the term of this AGREEMENT the arbitrator to whom the grievance shall be referred for a decision shall be selected by the Employer and the Union. If the parties fail to select an arbitrator, the grievance shall be presented to the American Arbitration Association for disposition. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his written decision not later than thirty (30) business days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of

transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be final.

The Employer agrees that it will apply to all substantially similar situations, the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

Employees shall be paid at their normal rate of pay during their normal work time for attendance at any grievance or arbitration procedure.

## ARTICLE III WAGES

### Section 1 - Salary Schedule

The salary schedule is set forth in Appendix A, which is attached hereto and made a part of this AGREEMENT.

### Section 2 - Work Schedules

The regularly scheduled work week for all employees at the inception of this AGREEMENT shall consist of forty (40) hours Monday through Friday. The regularly scheduled work day for all employees shall consist of eight (8) hours, including a thirty (30) minute lunch period and two fifteen (15) minute breaks to be taken at the discretion of the employee. The regularly scheduled work week for the second and third shifts shall consist of forty (40) hours of five (5) consecutive eight (8) hour days including a thirty (30) minute lunch period. Day shift employees shall receive a paid cafeteria lunch. No employee shall leave the building without permission during any work shift.

### Section 3 - Overtime Definitions

Callback – Defined as a situation where a custodian is contacted and requested to come to work as soon as possible. The most common occurrence of a callback is for snow removal or for building emergencies. Callbacks earn a three hour overtime minimum.

Continuation of shift – Defined as a situation where a custodian continues their shift beyond or before their normal workday. Continuations of shift assignments are assigned to custodians in their own buildings. If no custodian is available from building where shift continuation is needed then a custodian will be assigned from another building. There is no overtime minimum.

Detail – Defined as overtime being hired from a permit request, for shift coverage, or an Athletic Department request. Details carry a three-hour minimum.

## Section 4 - Overtime

Overtime shall be paid to all employees who work in excess of forty (40) hours in any one week or any eight (8) hours in any day. When figuring overtime pay, differentials will be included as part of the rate. All overtime, including community activities requiring custodial service, shall be at the rate of time and one-half (1 1/2) except on holidays, which shall be at the rate of double time. Overtime details will be summarized by the Overtime Coordinator and distributed to all custodians on Monday. The Overtime Coordinator shall maintain a list of overtime hours worked in the current fiscal year. This list shall serve as the basis of overtime assignments. On a weekly basis, overtime details are offered to qualified employees who have worked the least hours. As each assignment is made the custodian with the least hours may select an overtime detail until all assignments have been made. If there is "no response" after 10 (ten) minutes it is assumed the custodian is not interested in working an overtime detail. Swapping details is only allowed with the prior knowledge of the overtime coordinator.

If the Overtime Coordinator (or Assistant) is notified of a cancellation of an overtime detail within 24 hours of the detail there shall be no overtime wages paid to any employee. The Overtime Coordinator shall inform the person working the detail within one hour of being notified. Each custodian will be personally responsible to supply the Overtime Coordinator with a current telephone number so that they can be notified of any changes. If inclement weather causes a cancellation there shall be no overtime wages paid to the employee. Every effort will be made to notify the Overtime Coordinator as promptly as possible of an inclement weather detail cancellation.

It is expected that those offered overtime shall accept their fair share. If overtime is required and there are no qualified volunteers, the Supervisor of Buildings and Grounds may require an employee to accept an overtime detail. Such assignments will be made equally and impartially to personnel in each area who perform related work in the normal course of the work week.

Employees called back to work for emergency callback after the completion of their regularly scheduled eight (8) hour day by the Supervisor or Director of Finance and Operations will be guaranteed three (3) hours pay at the overtime rate. Call back due to employee neglect does not fall under the provisions of this section.

### Overtime Assignment Procedures

1. Ties on the overtime list will be ranked by seniority
2. All non-emergency overtime will be scheduled through the overtime manager
3. All overtime less than three hours will be first offered to members working in the building/area the overtime is being offered. This will be offered according to the hours listed compiled by the Overtime Manager.
4. All members must submit their overtime slips in a timely manner (within two pay periods of detail worked). Overtime requests after Monday will be filled as soon as possible.



Swapping details is only allowed with the prior knowledge of the person responsible for delegating the overtime assignments for the individual school. If there is a problem, contact the Supervisor of Buildings and Grounds.

A detail longer than 7 1/2 hours (less cleanup) will be viewed as two separate details. Any detail over 15 hours will be viewed as three separate details. When details are split they will be put into rotation by their starting time.

Any overtime created at the end of the shift will be offered to the next person in rotation on that shift.

Anyone absent the day before the detail due to illness (sick day) will be scratched.

Custodians serving a detail are to render all appropriate assistance to the person in charge of the group using the building and to remain in the area. Although the custodian's daily routine work is not required it is expected that the custodian is present throughout the period of the detail and the person in charge of the detail may require special assignments in the immediate area.

Second shift employees shall report at 12:00 noon on the day before Thanksgiving. They will receive the second shift differential for these days.

If the maintenance employees (i.e., maintenance mechanic, maintenance custodians) have weekend "on call" duty, it shall be assigned to them on a rotating basis. Maintenance employees shall be paid thirty-five dollars (\$35.00) per day for each weekend "on call" assignment.

#### Section 5 – Longevity

Longevity shall be paid to regular, full-time employees with continuous service who have completed the necessary years of service, as shown below, by October 1<sup>st</sup> according to the following schedule:

After 5 years	\$400 plus 2% of base salary
After 10 years	\$500 plus 2% of base salary
After 15 years	\$600 plus 2% of base salary
After 20 years	\$700 plus 2% of base salary

Payments shall be made in the month of October to all employees on the payroll on October 1<sup>st</sup>. Payments will be made on a separate check from weekly salary. Longevity will be eliminated for employees hired after July 1, 2014.

## ARTICLE IV HOLIDAYS

Employees will be granted the following holidays with pay status provided the employee is on pay status on the last scheduled day prior to the holiday and first scheduled day after the holiday:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Whenever any employee works on any of the holidays enumerated above, he shall be paid at the rate of double time the regular rate (including shift differentials for work during evening or night hours) for the hours worked, in addition to the regular pay for that day or, at the discretion of the Superintendent of Schools, may be given equivalent time off at regular pay.

Whenever any of the holidays listed above falls on an employee's day off or during his vacation, he will receive a compensatory day off in lieu of said holiday at a time designated by the Superintendent of Schools.

For the purposes of overtime, holidays such as Veterans' Day and Independence Day work shall be paid at a rate of double time on the actual holiday. On the day that the holiday is celebrated work performed shall be paid at a rate of time-and-a-half.

## ARTICLE V VACATIONS

### Section 1

Employees who were actively employed as of June 30, 2005 shall adhere to the following vacation guidelines:

Any new employee who has worked for more than three (3) months on July 1 shall receive vacation time prorated to that date. That July 1 then becomes his/her initial anniversary date for vacation purposes.

Any regular employee who has been in the employment of the Employer for one (1) year of full-time, continuous employment shall be entitled to two (2) weeks' vacation with pay. Any regular employee who has been in the employment of the employer for five (5) years of full-time, continuous employment shall be entitled to three (3) weeks' vacation with pay.

Any regular employee who has been in the employment of the Employer for (10) years of full time, continuous employment shall be entitled to four (4) weeks' vacation with pay.

Any regular employee who has been in the employment of the Employer for fifteen (15) years of full time, continuous employment shall be entitled to five (5) weeks' vacation.

Any regular employee who has been in the employment of the Employer for twenty (20) years of full time, continuous employment shall be entitled to six (6) weeks' vacation.

Effective July 1, 2005, newly hired employees shall earn proportionate vacation allowance on their hire date.

Employment Period	Paid Vacation
Probation	None
5 years or less	10 days
Less than 10 years, greater than 5 years	15 days
Less than 15 years, greater than 10 years	20 days
Less than 20 years, greater than 15 years	25 days
Greater than 20 years	30 days

The vacation schedule to read the following: For newly hired employees after July 1, 2014.

Employment Period	Paid Vacation
Probation	None
5 years or less	10 days
Less than 10 years, greater than 5 years	10 days
Less than 15 years, greater than 10 years	15 days
Less than 20 years, greater than 15 years	20 days
Greater than 20 years	20 days

A new employee will earn paid vacation at a rate of .833 days per month. The new employee may not receive paid vacation in excess of what they have earned based on the .833 days per month. If an employee leaves employment and has a negative balance of vacation days that pay will be deducted from their last paycheck.

## Section 2

Vacation pay shall be calculated on the basis of the employee's regular rate of pay plus any applicable shift differential.

## Section 3

Vacation pay will not be prorated for any employee who leaves his employment for any reason unless the employee has been actively employed for six months after the previous July 1.

## Section 4

Only one week of vacation leave shall be cumulative from one year to another. However, in the event a job related injury or illness prevents an employee from using all the vacation time accrued during a given year, the unused vacation time may be taken in the next year at a time satisfactory to the Superintendent of Schools or his designee. A doctor's statement may be required to substantiate the incapacity.

## Section 5

An employee may take vacation anytime during the year with the advanced approval of the Supervisor of Buildings and Grounds. Vacation requests must be submitted at least four (4) weeks in advance of the intended dates for five (5) days or more. When four (4) days or less are requested, forty-eight (48) hours advanced notice is required. The Supervisor of Buildings and Grounds may grant exceptions in cases of emergency. Vacation time will be requested on a whole day basis. Choice of vacation weeks shall be determined by seniority. Vacations approved thirty (30) days in advance cannot be changed or bumped by a senior employee. When vacation is approved by the Supervisor of Buildings and Grounds, consideration will be given to ensure that no more than one person is out on vacation in the same building at a time.

## Section 6

July 1 shall be the anniversary date for purpose of computing vacation. The first day worked will continue to be the anniversary date for computing retirement.

## Section 7

Effective July 1, 1986, an employee may take no more than three (3) weeks of vacation during the summer vacation period.

Section 8

An employee covered under this agreement shall be entitled to buy back up to five (5) unused vacation days annually. A written request for payment of unused vacation days must be made by the employee to the Director of Finance and Operations prior to June 1 in the given year. The payment will be made to the employee by the end of the given fiscal year (June 30). Failure to provide written request for payment of unused vacation days by the stated deadline will result in forfeiture of the payment to the employee except in the case of an extenuating circumstance as determined by the Superintendent of Schools.

ARTICLE VI  
SICK LEAVE PROVISIONS

Section 1 – Sick Leave

Regular full time employees will accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of service. Sick leave not used in the year in which it accrues, together with any accumulative sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years. Additional vacation time will not accrue during extended sick leave. Annually up to five (5) days of accumulated sick leave may be used to care for a seriously ill or injured spouse or child living in the employee's household. The Superintendent of Schools or his designee may require the employee to furnish a doctor's statement to substantiate such a claim.

Probationary employees are not eligible for paid sick or vacation leave. Credit shall be given after the probationary period for all sick and vacation leave.

Section 2 - Wellness Incentive

In July of each year a wellness incentive will be provided to employees who have not taken sick or personal days according to the below schedule.

Days Taken as of June 30	Bonus Pay
0 days	5 day's pay
1 day	4 day's pay
2 days	3 day's pay
3 days	2 day's pay
4 days	1 day's pay

A day's pay shall be computed by taking the gross salary divided by 52 weeks divided by 5 days.

ARTICLE VII  
FAMILY MEDICAL LEAVE ACT (FMLA)

An employee with at least twelve (12) months of employment or 1,250 hours of service within a year and who has a qualifying personal or family illness or other qualifying circumstance may apply for an unpaid leave under the Family Medical Leave Act (“FMLA”) by notifying the Superintendent in writing. The Superintendent will respond in writing with notice of applicable requirements, such as a physician’s certification. The leave year is on a twelve (12) month basis which will be calculated forward from the starting date of the FMLA Leave. The unpaid leave is up to a maximum of twelve (12) weeks within a twelve (12) month period, with an exception of possible eligibility for an extended leave to care for a seriously ill or injured armed service member, or for other specific qualifying family circumstances related to military deployment.

An employee may request to apply available paid sick leave for that part of an unpaid FMLA leave where a paid leave is allowed under a specific provision of this Agreement. Under this Section of this Agreement, an employee may request to apply up to a maximum of five (5) paid sick days during an unpaid FMLA leave for the care of a seriously ill or disabled immediate family member conditioned upon submission of a physician’s certification. Under this Section of this Agreement, an employee may request to apply up to a maximum of ten (10) consecutive paid sick days beginning immediately following the birth of a child, or the adoption/foster care placement during an unpaid FMLA leave.

Any leave taken under another provision of this Agreement under circumstances which would qualify for leave under the FMLA, will be counted toward the twelve (12) weeks of leave available under the FMLA.

Nothing in this section of this Agreement is intended to limit an employee’s benefits under the Family Medical Leave Act, nor is intended to expand benefits under the FMLA, except as stated in this Section or under another provision of this Agreement.

ARTICLE VIII  
MASSACHUSETTS PARENTAL LEAVE (MPLA)

An employee who does not have sufficient time of service to be eligible for a Family and Medical Leave may apply in writing to the Superintendent for an unpaid leave under the Massachusetts Parental Leave Act (“MPLA”) as long as she/he has been employed for at least ninety consecutive (90) calendar days. She/he may take a leave for the period close in time to preparing for and giving birth; or caring for a newborn or a newly-adopted/or foster child under 18 or a child under 23 with mental or physical disabilities. Under this Section of this Agreement, the unpaid MPLA leave is up to a maximum of twelve (12) weeks. An employee who has sufficient time of service for an FMLA Leave may nonetheless apply in writing to the Superintendent under this Section and the leave will be counted toward the twelve (12) weeks of maximum available leave under the FMLA. Under this Section of this Agreement, an employee may request to apply up to ten (10) consecutive days of available paid sick leave beginning immediately following the birth of a child or the adoption/foster placement during an

unpaid MPLA leave. An employee applying for leave under this Section may also request to apply available paid sick leave for any period during this leave of her own disability, and her medical or related physical needs related to childbirth. The Superintendent will respond in writing with notice of applicable requirements, such as a physician's certification.

Nothing in this Section of this Agreement is intended to restrict an employee's benefits under the Massachusetts Parental Leave Act, nor is intended to expand the benefits under the MPLA, except as stated in this Section of this Agreement or under another provision of this Agreement.

## ARTICLE IX SICK LEAVE BANK

Employees may deposit a maximum of three (3) days of their sick leave allowance in the Sick Leave Bank each year. Employees, who have protracted illness and who have used up the sick leave to which they are entitled, may apply to draw on the Bank. The operation of the Bank and withdrawals there from shall be carried out in accordance with the following guidelines:

1. All deposits must be made by October 1 of each year, provided that the employee has been employed for 12 months prior to any request for withdrawal.
2. Only employees who deposit in the Bank may be permitted to make withdrawals.
3. All requests for withdrawals must be made on the appropriate form with specific reason stated.
4. The Sick Leave Bank may be used for illness only. Days may not be withdrawn to permit an employee to stay at home for other members of the family.
5. In the event of a new contract or an extension of the existing one, the balance of days in the Sick Leave Bank is carried over.
6. Changes in the regulations or operation of the Sick Leave Bank must be made through collective bargaining.
7. Employees who receive time from the Bank will be paid at their current salary rate.
8. The decision to grant or deny a Sick Leave Bank request shall be made on the majority vote of a Committee made up of two members of Local 1703 and two members of the school administration. The vote shall be final and binding on all parties and shall not be subject to appeal or arbitration.
9. Membership in the Sick Leave Bank shall be voluntary.
10. One third of an employee's accrued sick leave will be placed in the Sick Leave Bank when he or she retires.
11. Within thirty (30) days of October 1 of each year, an updated list of Sick Leave Bank participants and Sick Leave Bank balances will be provided to the Union.
12. Initial withdrawal will be permitted for up to 80 days. Prior to the expiration of the 80 days employees may request an additional 60 days subject to the approval of the Sick Leave Bank Committee.
13. All vacation and sick leave must be exhausted before applying to the sick leave bank.
14. Employees collecting Workers Compensation benefits are not eligible to apply to the sick leave bank.
15. Any member awarded compensation through a lawsuit or settlement for the illness or

injury, in which the member is borrowing from the sick leave bank, is required to pay back the borrowed time. Upon receipt of the payment, the district would reinstate the number of sick days into the bank based upon the payment made.

## ARTICLE X

### ACCUMULATED SICK LEAVE DISTRIBUTION

Upon retirement from the North Reading School Department, regular full-time employees shall be eligible to receive a sum equal to 33% of their per diem salary for all unused sick leave accrued during service in the School Department. Employees hired on or after July 1, 2011 will be subject to a 20% per diem salary payment and a 150 day maximum. In order to receive distribution in July, an employee must inform the Superintendent of Schools by February 1 of his/her intention to retire. If retirement notification is received after February 1, distribution will be made the following July. If exigent circumstances exist, the employee may petition the Superintendent of Schools for a waiver. This provision will not apply to any employee who is terminated for any reason other than formal retirement. In the event of death, a sum equal to 33% of the employee's per diem salary for all unused sick leave accrued during service in the School Department will be payable to the employee's spouse.

## ARTICLE XI

### WORKER'S COMPENSATION

#### Section 1

Employees who are on Worker's Compensation as a result of injuries which arose out of and/or in the course of their employment by the Employer may, upon request, charge the difference between their compensation payments and their weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workmen's Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Employer, wherein he agrees to reimburse the Employer for such payments in the event that he received Worker's Compensation benefits for said period.

#### Section 2

If the amount of sick leave allowance provided under Section 1 has been or is about to be exhausted due to an injury incurred while performing assigned duties, an employee may apply to the Employer for an additional allowance. The Employer may grant such additional allowance if the Employer determines it to be equitable after reviewing all of the circumstances.



### Section 3

Whenever an employee is absent from work as a result of personal injury caused by an accident occurring in the course of his employment, if such accident occurred subsequent to the signing of this AGREEMENT, he will repay the Employer the amount received for the five day period. In order to receive this benefit the employee must provide a medical opinion that he is incapacitated as a result of personal injury occurring in the course of his employment and the Employer may require a certification of such incapacity from a physician of its choice.

### Section 4

Employees shall retain and accrue seniority while on Worker's Compensation.

## ARTICLE XII BEREAVEMENT LEAVE

An employee shall be allowed five (5) days of bereavement leave for the reasons of death in the immediate family. Immediate family shall be defined as father, stepfather, mother, stepmother, husband, wife, brother, sister, children, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, and brother-in-law.

An employee shall be allowed two (2) days to attend the funeral of a relative. A relative shall be defined as an aunt, uncle, cousin, niece, nephew, or a spouse's grandparent.

## ARTICLE XIII JURY DUTY

An employee called for Jury Duty shall be paid by the Employer an amount equal to the difference between the compensation paid for a normal work period and the amount paid by the Court, and this will be certified to by the Comptroller upon presentation of the check for monies received for Jury Duty.

## ARTICLE XIV PERSONAL LEAVE

Employees may take up to three (3) personal leave days per year for imperative legal business, household or family matters which could not be conducted effectively outside of regular work hours. Advanced notice (no less than twenty-four (24) hours) is required using the district's adopted on-line absence management system. In emergency situations, when it is impossible to provide advanced notice, requests will be made via telephone to the Supervisor of Buildings and Grounds and followed up through use of the district's on-line absence management system when practical.

## ARTICLE XV

### JOB POSTING

When a position covered by the AGREEMENT becomes vacant, or a new job is created, it shall be posted for five (5) working days and the President of the Union shall be notified. A permanent appointment to the vacancy will be made within thirty (30) days of the expiration date of the posting for newly hired employees, and fifteen (15) days for employees within the bargaining unit. If more time, up to thirty days (30) days is required, the Union President shall be notified of the reason why the time should be extended.

It is the responsibility of the appointing person to notify the Union as to the position being filled and the name of the person filling the position and the date.

## ARTICLE XVI

### UNIFORMS AND LICENSES

The Employer will provide five (5) uniform tops to all employees, mutually agreed upon in style. The Employer reserves the right to supply and require that custodians wear a consistent uniform top. All employees must be dressed in clean, school environment-appropriate attire at all times. Shorts and baseball hats are not considered appropriate attire during the school year. Employees will receive an annual shoe and clothing allowance of five hundred dollars (\$500). The allowance shall be paid in the month of October to all employees on the payroll on October 1. Payment shall be made on separate check from weekly salary. All employees covered under this AGREEMENT shall wear work shoes.

If the employee does not complete a year of employment, the clothing allowance for the uncompleted portion of their employment year will be deducted from their last paycheck. For the purposes of this computation, the employment year for custodians will be September 1 through August 31.

Employees on probation will not be eligible for a shoe and clothing allowance. Custodial attire must have a clean and neat appearance. The employer reserves the right to supply and to require that custodians wear a consistent uniform top.

The School Department shall reimburse employees covered under this AGREEMENT for the cost to obtain and renew any work-related operator's licenses required as a condition of employment, excluding standard drivers' licenses. Suitable proof of payment by the employee must be provided before reimbursement is made. If an employee is required to undergo a physical as part of a requirement for licensure then he/she will be permitted to do so during working hours as long as appropriate notice is given to the employer.

## ARTICLE XVII

### SENIORITY

System wide seniority, evaluations, merit and qualifications will be used as major factors in cases of promotion within the bargaining unit. All other things being approximately equal, seniority shall prevail. Seniority shall prevail on all lateral transfers of Building Custodian positions, 1st and 2nd shift, except in extenuating circumstances, whereby management would notify the Union President of the circumstance within fifteen (15) days.

New employees shall serve a probationary period of one (1) year. Employees dismissed within that period shall not have recourse to the grievance procedure. At the end of the probationary period all benefits provided by this AGREEMENT shall be made retroactive to the original date of employment.

Seniority will not be prorated for permanent part time employees.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

#### Section 1

Union Privileges - Bulletin board space shall be reserved at an accessible place for the dissemination of information by the Union. The parties agree it would be improper to post denunciatory or inflammatory written material. Notices must be signed by the Union representative.

Representatives of the Union may enter the premises of the Employer for individual discussions on work conditions with the employees provided they do not interfere with the performance of duties assigned to the employees and permission of the school principal has been received.

Space will be made available for Union meetings in the school system, upon reasonable advance notice, once a month.

#### Section 2

During officially declared states of emergency, or other severe weather conditions, the Superintendent or his designee may, in his complete discretion, allow nonessential employees to leave prior to the end of their scheduled shifts.

Employees who have reported for work and are sent home pursuant to this Section will receive a full day's pay.

### Section 3

Employees will have the right, upon request, to review the contents of their personal file. An employee will be entitled to have a representative of the Union accompany him during such review. Any employee will have the right to submit a letter in answer to any charge or complaint against him.

### Section 4

Work of a kind ordinarily performed by members of the bargaining unit will be offered first to members of the bargaining unit. If they decline the work, it may be offered to employees who are not in the bargaining unit.

### Section 5

Custodians shall perform any custodial work directed by the Supervisor of Buildings and Grounds unless specifically prohibited by this AGREEMENT or their personal safety is in jeopardy.

### Section 6

Kitchen cleaning will be considered part of the regular work.

### Section 7

The district's adopted on-line absence management system will be used to maintain the attendance of all employees covered under this agreement. The on-line absence management system will be used as a means of providing employees with accumulated sick time, vacation time, personal days, and sick leave bank balances.

### Section 8

First aid kits will be provided for use by custodians in each school building.

### Section 9

All members of the bargaining unit shall receive an additional fifty dollars (\$50.00) per day, per employee, for duties performed during school cancellation days due to inclement weather, for up to three (3) days during the school year.

**Snow Removal and Snow Days:** In an effort to ensure safety, increase productivity, and achieve a greater level of efficiency and cost savings, all personnel are asked to remain as flexible and diligent as possible when school is cancelled or delayed due to inclement weather.

The District Administration and the Supervisor of Buildings and Grounds will monitor the weather forecast closely and communicate work hour expectations as early as possible in the

event that school is cancelled due to inclement weather. Once it is deemed that the snow event is concluding and it is safe to report to work, the Supervisor of Buildings and Grounds will communicate to each Head Custodian the appropriate time to report to work for snow removal/clean-up. All employees will be expected to report to work at the designated time and remain until the snow has been adequately removed and ensure that schools are in an acceptable condition to receive students and staff. The Supervisor of Buildings and Grounds, in consultation with each Head Custodian (or other school-based employee), must conclude that the school is ready to be opened for normal operation before staff can leave. In the event that the Supervisor of Buildings and Grounds is unavailable, a District Administrator will act as his replacement for observing these procedures. These same procedures will be observed in the event of a weekend or holiday storm.

Should school opening be delayed due to inclement weather, the normal work schedule will be observed unless otherwise determined by the Supervisor of Buildings and Grounds or a District Administrator.

#### Section 10

Employees will receive a salary increase of \$200 for nine (9) authorized college or in-service credits up to maximum of \$800 for 36 authorized credits. All courses must be pre-approved by the Superintendent or his designee in order to be used for credit under this provision.

#### Section 11

The Union will be given two (2) days yearly. These days will be administered by the Union to their members upon approval of the Executive Board. They are not cumulative and approved by majority vote.

Any member requesting one of these days will do so in writing, at least forty-eight (48) hours before the day requested, to the Union Secretary.

If approved, the employee will be given the day off without his/her time being charged for the day off.

#### Section 12

A labor-management committee will meet and discuss the following items on a monthly basis:

1. Overtime policies and implementation
2. Evaluations
3. Working conditions, e.g., security, building permits, etc.
4. Any other pertinent matters

Either party will submit an agenda one week prior to said meeting in writing. Any matter agreed upon by said Committee will be agreed to in writing and voted upon by their respective principles. The Committee will consist of at least three (3) Local 1703 members.

### Section 13

The Parties agree to meet and bargain changes to existing job descriptions and stipends that may result from a departmental reorganization, should North Reading seek to reorganize the department. The Parties understand that the reorganization could involve the creation of new positions within the bargaining unit, and could result in shifted bargaining unit duties that may alter the existing stipend schedule and/or appointments thereto.

## ARTICLE XIX REDUCTION IN FORCE

### Section 1

In the event the Employer shall lay off an employee because of a reduction in force, the employees to be laid off shall be selected on the basis of seniority, qualifications, and ability. In the event that qualifications and ability are approximately equal, the least senior employee in the classification, with seniority defined as service in the School Department, shall be laid off first. In the event an employee is entitled to bumping rights, he will have the right to bump the least senior employee in his work area or the least senior member of his unit. Any employee who is forced to move to another shift will have an absolute right to the next later vacancy on his former shift.

### Section 2

The Employer shall maintain a recall roster from which laid-off employees will be recalled, to positions to be filled in inverse order of their lay-off.

### Section 3

A laid-off employee will remain on the recall roster for two (2) years. If such an employee is recalled to a position in the same job grade as the position from which he was laid off, he must accept the position within one week and report to work within one month after being contacted. Otherwise, he shall be removed from the recall list and his recall rights shall be terminated.

### Section 4

Part-time employees and seasonal employees shall be laid off before full-time employees in a job grade.

### Section 5

Within thirty (30) days after the date of the signing of this AGREEMENT, the Employer shall provide the Union with an up-to-date seniority list and, further, the Employer shall notify the Union of any changes in, or additions to such list.

ARTICLE XX  
SAVINGS CLAUSE

Section 1

If any provision of this AGREEMENT is or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

Section 2

In the event that any provision of the AGREEMENT is, or shall at any time be, contrary to law, all other provisions of this AGREEMENT shall continue in effect.

ARTICLE XXI  
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Employer agree that differences between the parties shall be settled by peaceful means as provided within this agreement, and its terms and conditions, and the Legislation which engineered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this AGREEMENT.

ARTICLE XXII  
DURATION

This AGREEMENT shall commence as of July 1, 2020, and extend to June 30, 2023, and shall be automatically renewed each year thereafter unless either party notifies the other party in writing not later than the 15th day of January of each year.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT on this 2<sup>nd</sup> day of March, 2020.

**NORTH READING SCHOOL COMMITTEE**

**AFSCME, COUNCIL 93, LOCAL 1703**

/s/ Scott Buckley, School Committee Chairperson

/s/ Michael Parow, Staff Representative

/s/ Patrick C. Daly, Superintendent

/s/ Michael Connelly, Assistant Superintendent

## APPENDIX A SALARY SCHEDULE

### Section 1

Employees shall advance a step on the salary schedule on the anniversary of their permanent date of appointment.

### Section 2

The first shift shall be defined as any tour of duty starting before 1:00 p.m. A shift differential of five percent (5%) of each individual's straight time earnings shall be paid to all employees who work the second shift. The third shift shall be defined as any tour of duty starting at or after 9:00 p.m. A shift differential of ten percent (10%) of each individual's straight time earnings shall be paid to all employees who work the third shift. Differential rates shall be paid only for the time spent working. Regular and overtime pay of employees shall be paid at the rate of the shift on which the employee normally works.

Any employee who works more than fifty percent (50%) of the year on the second shift will be paid at the second shift rate for all regular hours worked during the year including the summer vacation. (The intent is to cover second shift personnel working first shift hours during the summer.)

### Section 3

New employees will be hired at the probationary rate for the category in which they will work and will advance from the probation rate which is step 1 to step 2 at the end of the probationary period.

### Section 4

Employees whose work week is Monday through Friday as stated in Article III, Section 2, shall remain on the shift schedule in effect at the time of the signing of this AGREEMENT.

### Section 5

Employees covered under this AGREEMENT shall fall into one of the following categories:

- Building Custodian
- Head Custodian
- Maintenance Custodian
- Maintenance Custodian/Bus Driver
- Maintenance Mechanic
- Floater Custodian
- HVAC Technician
- Working Forman/Manager



## Section 6

Floater, i.e., custodians called upon to work in a temporary assignment by the administration, will not exceed two in number unless agreed upon through impact bargaining. The employer will make every reasonable effort to minimize the reassignment of floater custodians.

## Section 7

There shall be an overtime coordinator who will have responsibility for coordinating all overtime assignments. This stipended position shall be an annual appointment.

## Section 8

There shall be a Middle School/High School Campus Custodial Leader and an Elementary School Custodial Liaison whose responsibility will be overseeing the custodians and custodial operation at the Middle School/High School campus and three Elementary Schools. These stipended positions shall be annual appointments.

## Section 9

There shall be a Maintenance position whose responsibility will be to perform all maintenance related tasks as directed by the Director of Facilities. This stipended position shall be an annual appointment. The Maintenance Mechanic stipend will remain a separate stipend open to all members of the bargaining unit in FY 21. This stipend and a discussion around compensation of this stipend will be reviewed and discussed with the Union Leadership and other members of the department as needed at the conclusion of FY'21.

## Section 10

There will be a Manager/Working Foreman position that will remain as a member of the custodian bargaining unit, and will have management and supervision responsibilities of the entire department but will not be involved with the evaluation of staff and disciplinary action.

Annual Base Pay		2.00%	3.00%	3.00%
<b>Custodian</b>	6/30/2020	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23
Step 1 Probation	42,963	43,822	45,137	46,491
Step 2	44,708	45,602	46,970	48,379
Step 3	47,781	48,737	50,199	51,705
Step 4	48,491	49,461	50,945	52,473
Step 5	48,977	49,957	51,456	53,000
Step 6	49,466	50,455	51,969	53,528
Step 7	50,455	51,464	53,008	54,598
Step 8	51,212	52,236	53,803	55,417

		2.00%	3.00%	3.00%
<b>Head Custodian</b>	6/30/2020	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23
Step 1 Probation	44,570	45,461	46,825	48,230
Step 2	46,314	47,240	48,657	50,117
Step 3	49,384	50,372	51,883	53,439
Step 4	50,096	51,098	52,631	54,210
Step 5	50,599	51,611	53,159	54,754
Step 6	51,103	52,125	53,689	55,300
Step 7	52,126	53,169	54,764	56,407
Step 8	52,908	53,966	55,585	57,253

<b>Maintenance Custodian/ Bus Driver</b>	6/30/2020	2.00%	3.00%	3.00%
		<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23
Step 1 Probation	45,099	46,001	47,381	48,802
Step 2	46,835	47,772	49,205	50,681
Step 3	49,912	50,910	52,437	54,010
Step 4	50,622	51,634	53,183	54,778
Step 5	51,130	52,153	53,718	55,330
Step 6	51,640	52,673	54,253	55,881
Step 7	52,672	53,725	55,337	56,997
Step 8	53,463	54,532	56,168	57,853

		2.00%	3.00%	3.00%
<b>Maintenance</b>		<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
<b>Mechanic</b>	6/30/2020	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23
Step 1 Probation	46,939	47,878	49,314	50,793
Step 2	48,849	49,826	51,321	52,861
Step 3	51,918	52,956	54,545	56,181
Step 4	52,630	53,683	55,293	56,952
Step 5	53,156	54,219	55,846	57,521
Step 6	53,688	54,762	56,405	58,097
Step 7	54,761	55,856	57,532	59,258
Step 8	55,582	56,694	58,395	60,147

		2.00%	3.00%	3.00%
<b>HVAC</b>		<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
<b>Technician</b>	6/30/2020	7/1/20-6/30/21	7/1/20-6/30/21	7/1/20-6/30/21
Step 1 Probation	64,413	65,701	67,672	69,702
Step 2	67,097	68,439	70,492	72,607
Step 3	68,516	69,886	71,983	74,142
Step 4	69,227	70,612	72,730	74,912
Step 5	69,918	71,316	73,455	75,659
Step 6	70,616	72,028	74,189	76,415
Step 7	72,028	73,469	75,673	77,943
Step 8	73,109	74,571	76,808	79,112

		2.00%	3.00%	3.00%
<b>Working</b>		<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>
<b>Forman/Mgr.</b>	6/30/2020	7/1/20-6/30/21	7/1/20-6/30/21	7/1/20-6/30/21
		67,000	69,010	71,080

<b>Stipends</b>	
Overtime Coordinator	\$3,000
Elementary Custodial Liaison	\$2,000
Floater (2)	\$500
Maintenance Stipend	\$8,000
Campus Custodial Leader MS/HS	\$3,500