

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, 2023 – JUNE 30, 2026

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This AGREEMENT is entered into this 17th day of March, 2023, 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 orientation, 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, and 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 Director of Facilities within five (5) business days after the act or condition which is the basis of the complaint occurred. The employee and the Director of Facilities 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 Director of Facilities 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 Director of Facilities 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 Director of Facilities or Assistant Superintendent 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 Coordinator(s)
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 Coordinator(s).
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 Director of Facilities.

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 1st 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 1st. Payments will be made on a separate check from weekly salary. Longevity will be eliminated for employees hired after July 1, 2014.

ARTICLE IV

PROBATIONARY PERIOD

Each new employee and each employee hired after a break in service shall be considered a probationary employee until they have worked one (1) full year, which equals 260 days excluding recognized holidays and paid-time off. Any non-pay days will extend the probationary period by the length of the absence outside of any paid time-off.

Probationary employees are not eligible for accrued paid sick, vacation, or personal time. Probationary employees will be given six (6) general paid time-off (PTO) days for their one-year probationary period. These PTO days cannot be carried over past the probationary year.

Probationary employees may be disciplined, discharged, or otherwise terminated by the Superintendent and/or their Designee, as the case may be. Employees dismissed within their probationary period shall not have recourse to the grievance procedure.

The layoff of a non-probationary employee shall not constitute a break in service provided the employee is rehired within eighteen (18) months of their layoff. This time will not count as time served, however.

ARTICLE V

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
Juneteenth	Christmas Day
Independence Day	New Year's Eve Day
Labor 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 VI

VACATIONS

Section 1

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

Any regular employee who has been in the employment of the Employer for one (1) year of full-time, continuous employment and completed their one-year probationary period of continuous employment shall be entitled to a prorated allotment of vacation days as of July 1st. 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 five (5) years of full-time, continuous employment and completed their one-year probationary period of 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 and completed their one-year probationary period of 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 and completed their one-year probationary period of 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 and completed their one-year probationary period of 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 after their one year probationary period has ended at the 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

If an employee not on probation separates from employment for any reason their vacation pay-out will be prorated from the previous July 1 to the date of their separation. For example, if an employee has 25 vacation days added to their account on July 1st and resigned on December 1st, they would be eligible for 10.5 days of vacation pay minus days already taken.

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

Director of Facilities. 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 Director of Facilities 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 Director of Facilities, 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 Assistant Superintendent 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 VII

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. Once an employee successfully reaches the end of their probationary period, a prorated allotment of sick, personal,

and vacation days will be awarded as of July 1st.

No more than 130 sick days (half the work year of 260 work days or 6 months) can be taken in any one fiscal year (July 1-June 30). The Superintendent retains the right to approve more than the 130 days in special circumstances with proper medical documentation.

Section 2 - Wellness Incentive

In July of each year a wellness incentive will be provided to employees who have not taken sick, personal, or non-pay 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 VIII

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 IX

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 X

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 XI

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 XII

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 XIII

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 XIV

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 XV

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 Director of Facilities and followed up through use of the district's on-line absence management system when practical.

ARTICLE XVI

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 XVII

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. Employers will issue one winter reflective jacket, gloves, and hat to each member of the bargaining unit. 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.

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 XVIII

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.

Employee's probationary year counts in seniority calculation. Seniority will not be prorated for permanent part time employees.

ARTICLE XIX

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 Director of Facilities 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 Director of Facilities 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 Director of Facilities 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 Director of Facilities 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 Director of Facilities 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 Director of Facilities or a District Administrator.

Section 10

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 11

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 12

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 XX

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 1.5 years (18 months). 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 XXI

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 XXII

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 XXIII

DURATION

This AGREEMENT shall commence as of July 1, 2023, and extend to June 30, 2026, 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 17th day of March, 2023.

NORTH READING SCHOOL COMMITTEE

/s/ Scott Buckley
Scott Buckley, School Committee Chairperson

/s/ Patrick Daly
Patrick Daly, Superintendent

/s/ Michael Connelly
Michael Connelly, Assistant Superintendent

AFSCME, COUNCIL 93, LOCAL 1703

/s/ Paul Sonia
Paul Sonia, Chapter Chair

/s/ Gary McAteer
Gary McAteer, Vice Chapter Chair

/s/ Anthony Benham
Anthony Benham, Secretary

/s/ Joe Howard
Joe Howard, Steward

/s/ Therese Cooper
Therese Cooper, Staff Representative

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. After successful completion of the probationary period and advancement to Step 2, July 1 then becomes the date the employee is eligible for step increment.

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 overtime coordinators, a lead and an assistant who will have the responsibility for coordinating overtime assignments. The recommended allocation of stipends can be determined by the bargaining unit on an annual basis with feedback from the Administration.

Section 8

There shall be a Middle School/High School Campus Custodial Leader and Middle School/High School Team Leaders whose responsibilities will be overseeing the custodians and custodial operations at the Middle School/High School campus. These stipend positions shall be annual appointments.

Section 9

There shall be a Maintenance Specialist(s) position(s) whose responsibility will be to assist in the performance of all maintenance related tasks as directed by the Director of Facilities. The stipend position(s) shall be annual appointments. It is the expectation that some of the performance of this work will take place outside of the designated employee's normal working hours.

Section 10

There will be a Grounds Foreman position that will remain as a member of the bargaining unit, and will have management and supervision responsibilities of the grounds crew but will not be involved with the evaluation of staff and disciplinary action. The Grounds Foreman position will be compensated with an additional \$5,500 as part of their annual base salary. This will not be an annual appointment but this structure will be reviewed annually with the Administration and Union Leadership.

Section 11

There will be an Inventory Associate(s) position(s) whose responsibility will be to keep track of all goods and supplies at the loading dock and at all school's storage areas in the District, including developing a system for tracking all custodial cleaning and other supplies and equipment in the District. The stipend position(s) shall be annual appointments.

Custodian Annual Base Pay		3.00% FY 24	3.00% FY 25	3.00% FY 26
	6/30/2023	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
Step 1 Probation	46,491	47,886	49,323	50,803
Step 2	48,379	49,830	51,325	52,865
Step 3	51,705	53,256	54,854	56,500
Step 4	52,473	54,047	55,668	57,338
Step 5	53,000	54,590	56,228	57,915
Step 6	53,528	55,134	56,788	58,492
Step 7	54,598	56,236	57,923	59,661
Step 8	55,417	57,080	58,792	60,556

Head Custodian		3.00% FY 24	3.00% FY 25	3.00% FY 26
	6/30/2023	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
Step 1 Probation	48,230	49,677	51,167	52,702
Step 2	50,117	51,621	53,170	54,765
Step 3	53,439	55,042	56,693	58,394
Step 4	54,210	55,836	57,511	59,236
Step 5	54,754	56,397	58,089	59,832
Step 6	55,300	56,959	58,668	60,428
Step 7	56,407	58,099	59,842	61,637
Step 8	57,253	58,971	60,740	62,562

Maintenance Custodian/ Bus Driver		3.00% FY 24	3.00% FY 25	3.00% FY 26
	6/30/2023	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
Step 1 Probation	48,802	50,266	51,774	53,327
Step 2	50,681	52,201	53,767	55,380
Step 3	54,010	55,630	57,299	59,018
Step 4	54,778	56,421	58,114	59,857
Step 5	55,330	56,990	58,700	60,461
Step 6	55,881	57,557	59,284	61,063
Step 7	56,997	58,707	60,468	62,282
Step 8	57,853	59,589	61,377	63,218

Maintenance Mechanic		3.00% FY 24	3.00% FY 25	3.00% FY 26
	6/30/2023	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
Step 1 Probation	50,793	52,317	53,887	55,504
Step 2	52,861	54,447	56,080	57,762
Step 3	56,181	57,866	59,602	61,390
Step 4	56,952	58,661	60,421	62,234
Step 5	57,251	58,969	60,738	62,560
Step 6	58,097	59,840	61,635	63,484
Step 7	59,228	61,005	62,835	64,720
Step 8	60,147	61,951	63,810	65,724

HVAC Technician		3.00% FY 24	3.00% FY 25	3.00% FY 26
	6/30/2023	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26
Step 1 Probation	69,702	71,793	73,947	76,165
Step 2	72,607	74,785	77,029	79,340
Step 3	74,142	76,366	78,657	81,017
Step 4	74,912	77,159	79,474	81,858
Step 5	75,659	77,929	80,267	82,675
Step 6	76,415	78,707	81,068	83,500
Step 7	77,943	80,281	82,689	85,170
Step 8	79,112	81,485	83,930	86,448

Stipends	
Overtime Coordinator(s)	\$5,000
Maintenance Specialist(s)	\$8,000
MS/HS Campus Leader	\$3,500
Floater(s) (2)	\$500
MS/HS Team Leaders (2)	\$500
Inventory Associate(s)	\$1,500