

AGREEMENT
BETWEEN
READING SCHOOL COMMITTEE
AND
READING FACILITIES SCHOOL CUSTODIANS,
AFSCME, COUNCIL 93, LOCAL 1703

EFFECTIVE: JULY 1, 2024

EXPIRING: JUNE 30, 2027

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AGREEMENT

By and between the School Committee of Reading ("Committee") and the School Custodians of the Town of Reading, American Federation of State, County and Municipal Employees (AFSCME), Council 93, Local No. 1703 ("Union").

PREAMBLE

WHEREAS: Recognizing that our prime purpose is to provide service of the highest possible quality for the public schools of Reading and that good morale within the ranks of the School Custodial employees of the Reading Schools is essential to the achievement of that purpose, and

WHEREAS: Under the laws of Massachusetts, the School Committee, elected by the citizens of Reading, has final responsibility for establishing the policies of the School Custodial employees of the public schools of Reading. It is recognized that in addition to other functions and responsibilities the employer had, and shall have, the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work to be performed; schedule of shifts and hours of work; and to select, hire and promote and demote employees including the right to make and apply rules and regulations of discipline, efficiency and safety, and

WHEREAS: The Superintendent of Schools has the responsibility for carrying out the policies so established, and

WHEREAS: The School Custodial employees of the public schools of Reading have the responsibility of providing in school facilities services of the highest quality possible, and

WHEREAS: Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information among the Committee, the Superintendent of Schools or designee, the officers of the Union and by the formulation and application of policies relating to wages, hours, and other conditions of employment for these employees, and

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

Recognition

- 1-01 Pursuant to a certification of representatives issued by the Massachusetts Labor Relations Commission after an election January 3, 1974, the Committee recognizes the American Federation of State, County and Municipal Employees, AFL/CIO Council No. 93, Local No. 1703, as the exclusive bargaining representative of the school custodians. The Union shall be granted an exclusive check off privilege for any employees within the bargaining unit covered by this Agreement who elect in writing to have dues deducted. The Committee shall furnish to the Union such reasonably available information as may be necessary to the Union for maintaining appropriate records.

ARTICLE 2

Duration

- 2-01 This Agreement shall be effective July 1, 2024, except as otherwise specifically provided herein, and shall expire June 30, 2027. On or after February 1, 2027, either party may notify the other of its desire to negotiate a successor Agreement.
- 2-02 In the event a new contract is not signed before the expiration of the existing contract, the present contract shall continue in full force or effect until a new one is signed. Any retroactive salaries and wages that are not bargained before June 30, 2024, will need to be bargained.

ARTICLE 3

Authority of the School Committee

- 3-01 The Committee for itself and its authorized representatives reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the public schools under governing law, bylaws, rules and regulations. Nothing in this Agreement shall be deemed to derogate from or impair the power and responsibilities of the Committee under governing law, bylaws, rules and regulations and it may exercise the same without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

ARTICLE 4

Separability and Savings

- 4-01 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.
- 4-02 In the event that any provision of this Agreement is or shall, at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 5

Non-Discrimination

- 5-01 The Committee and the Union agree that they shall not discriminate against any person because of race, color, sex, religion, national origin, sexual orientation, age, or disability.

ARTICLE 6

No Strikes

- 6-01 The term "strike", wherever used in this Agreement, shall be deemed to include any strike, sit down, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.
- 6-02 The Union agrees that it will neither call nor sanction any strike during the term of this Agreement.
- 6-03 It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Union shall, upon the occurrence of such strike and upon request of the Committee, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Union to the employees involved in any such strike shall be given simultaneously by the Union to the Committee.
- 6-04 In any event, the Committee may, upon the occurrence of such a strike, in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE 7

Grievance and Arbitration Procedure

- 7-01 It is the declared objective of the Committee and the Union to provide for the prompt resolution of grievances.
- 7-02 The terms "Grievance" shall be construed to mean any grievance or complaint involving a question concerning the meaning, interpretation, or application of, or compliance with the express terms or provisions of this Agreement.
- 7-03 **Adjustment of Grievances.** A grievance as such term is hereinbefore defined in Section 2 of this Article shall be presented and adjusted in the following manner:
- A. **Step 1.** The employee and their Union representative shall take up the grievance with the employee's Principal/Supervisor within ten (10) working days of the date of the occurrence of the grievance or within ten (10) working days after the employee knew or should have known of its occurrence. Such grievance shall be submitted in writing and shall set forth a summary of the facts relied upon, the sections of the Agreement allegedly being violated, and the remedy sought. The Principal/Supervisor, or their designee, shall attempt to adjust the matter and shall respond to the employee and/or the Union's representative within five (5) working days after the submission of the grievance to them in Step 1 using the appropriate line on the grievance form submitted.
- B. **Step 2.** If the grievance has not been resolved in Step 1, it shall be presented to the Superintendent of Schools within five (5) working days after the Principal's/Supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent, or their designee, will arrange for a meeting with the aggrieved employee and their Union representative, if any, within ten (10) working days from the date the grievance is presented to him/her. The aggrieved employee shall be present at the conference, except that they need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement.

The Superintendent of Schools shall respond in writing as soon as possible, but no later than ten (10) days after the aforementioned meeting.

If the grievance has not been satisfactorily resolved of under Step 2 of the grievance procedure, such unresolved grievance shall be further processed as follows:

- C. **Step 3.** In the event that the grievance is not resolved in the two preceding Steps, either party, the Committee or the Union, but not any individual employee(s), may initiate arbitration by filing with the other party and with the American Arbitration Association or the Labor Relations Connection a written request for arbitration, such written request to be served within thirty (30) days after the date on which the Committee's decision was served upon the aggrieved employee. The arbitrator shall be appointed by the American Arbitration Association or Labor Relations Connection and the arbitration shall be concluded in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association or Labor Relations Connection.

Each party shall bear the expenses of preparing and presenting its own case. The arbitrator's fee and expenses of arbitration shall be borne equally by the Committee and Union.

7-04 A grievance may not be presented at any step in this procedure on behalf of an individual employee by any person or persons or organizations, without the aggrieved employees written consent.

7-05 The decision of the arbitrator shall be supported by substantial evidence on the record, and subject to law, shall be final, conclusive, and binding upon all employees, the Committee 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 effect in any way, directly or indirectly, any decision or in any other manner, the right and responsibility of the Committee and/or Administration to direct its employees; to determine the methods, processes and types of work to be performed; the assignment of work to employees; the shift schedules and hours of work; its right to select, hire and promote and demote employees; the rules and regulations to be made or applied for discipline, efficiency and safety.

The Committee 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 employees in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

7-06 Failure to present a grievance within or advance it in accordance with any of the time limits specified shall be deemed a waiver of the grievance. Failure of the Administration/Committee to reply at any step to a grievance within the time limits specified shall constitute a denial of the grievance entitling the grievant to advance to the next step.

ARTICLE 8

Discipline & Discharge

8-01 The employer shall also have the right and responsibility to discharge or otherwise discipline any employee who had fulfilled the probationary period and has been employed for three years or less for good cause and any employee who has been employed for more than three years for just cause, to promote and transfer and lay off employees because of lack of work or other cause otherwise hereinafter provided.

ARTICLE 9
Labor/Management Meetings

- 9-01 Representatives of the Union may meet with the Superintendent or their designee once a month to discuss matters of mutual concern, including safety and the overtime rotation procedure, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and the Superintendent or designee no less than five (5) workdays before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Superintendent or their designee and the Union from meeting on a less frequent basis on mutual Agreement. Those attending the meeting would have the authority to resolve minor labor/management issues by consensus.

ARTICLE 10
Operation of the Department

- 10-01 The normal work week shall consist of forty (40) hours, Monday through Friday. The normal workday for school custodians whose shifts conclude prior to 6:00 p.m. shall consist of eight (8) hours, exclusive of a thirty minute unpaid lunch period. All other shifts shall consist of eight (8) hours inclusive of a thirty-minute on-the-job lunch.

The regular normal day shift begins between 6:00 a.m. and 6:30 a.m. and goes until 2:30-3:00 p.m. Second or third shift custodians will be scheduled for an eight (8) hour period daily in the afternoon and evening.

During the school year when pupils are not in school (school vacation periods), the second shift custodians' normal shift hours may be changed to the day shift custodians' normal hours.

- 10-02 The Superintendent or their designee retains the right to establish and/or to change any or all of the employee's regular starting and quitting times, including, without limitation, the right to establish and change regular shift hours and to establish and change regular shifts other than Monday-Friday, provided, however, no current (employee employed as of June 30, 2000) employee shall be involuntarily assigned/transferred to a shift other than Monday-Friday.

The Superintendent, or their designee, shall notify the Union, in writing, prior to instituting any such change and shall, except as hereinafter provided, upon request made by the Union in writing within ten (10) days of such written notice, bargain with the Union concerning the impact of such change, subject to the provisions of M.G.L. Chapter 150E with reference to mid contract impact bargaining.

Anything contained herein to the contrary notwithstanding, any change which does not affect (involuntary) a then current employee and/or any change which involves a change in hours of a current employee/s of less than two hours may be implemented by the Superintendent, or their designee, after (1) giving written notice to the Union, as aforementioned, and (2) meeting with the Union to discuss the change.

- 10-03 Overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in any one (1) work day, or in excess of forty (40) hours in any one (1) work week, whichever is the greater, but without duplication; provided, however, overtime compensation for scheduled overtime on Thanksgiving in connection with the football game and for emergency call-ins (not including detail work) on all holidays listed in Article 19 Holidays will be paid at double time. Overtime will be distributed on a fair and equitable basis as circumstances permit. In case of a dispute the Superintendent will make a final non-grievable decision.

- 10-04 In the event school custodians are notified in advance by the Administration that a delivery will be made after their normal work hours or are notified at least one (1) day in advance that the building must remain open until no later than 5:00 p.m. to accommodate a contractor performing services in the building, the Administration may vary the custodian's work hours so as to effectuate coverage at the employee's straight-time hourly rate.

- 10-05 A coffee break (not to exceed ten (10) minutes away from work) is allowed on workdays and shall be taken as close to the middle of the shift as possible. It is not cumulative and other time cannot be taken in lieu of a coffee break.

- 10-06 Assignment of overtime shall first be on a voluntary basis within the job classification involved. In the event there are not a sufficient number of qualified volunteers within the classification involved, as determined by the Administration, overtime shall then be mandatory in the inverse order of seniority amongst qualified employees in the job classification involved.

Mandatory overtime shall be assigned on a rotating basis from least senior to most senior employees in the bargaining unit.

- 10-07 Any employee called back to work any day after completion of their regular workday and after leaving their place of employment shall be paid time and one-half their regular straight time hourly rate of pay for all hours worked with a minimum of three (3) hours at such rate for weekdays, and four (4) hours for weekends and holidays. This Section 7 shall not be applicable to early call-ins provided the call in is contiguous to the employee's shift hours. Employees who are called back for alarm response or other emergency situations shall be required at a minimum to perform an inspection of the entire building and grounds per procedures established by the Director of Facilities.

- 10-08 When school, town, or outside events occur at a school, second shift custodians may work, with approval from the Director of Facilities or designee, approved overtime after the conclusion of their regular shift provided their normal hours of straight time are completed prior to 2:00 a.m. of the following day.

- 10-09 When overtime is needed and no member of the bargaining unit takes it, a secondary list which is composed of members of the Reading Facilities Maintenance Workers and Town Custodians and ordered by seniority shall be offered the overtime opportunity.

- 10-10 During a Presidential or Gubernatorial State of Emergency for Middlesex County related to snow or ice, custodians shall be paid time and half for all hours worked that were preapproved by the Superintendent of Schools. This language is effective on July 1, 2019.

- 10-11 When school is cancelled, the night custodian will be placed on day shift for snow removal. During a normal snow and ice event when school is in session, the day custodian will do snow removal and facilities will provide spot checks of each school site.

ARTICLE 11
Evaluation

- 11-01 No derogatory or evaluative material originating after original employment shall be placed in a custodian's personal file unless the custodian has had an opportunity to review the material. The custodian may submit a written notation stating their views regarding any material and the same shall be attached to the file copy of the material in question. If the custodian is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- 11-02 For custodians that are not probationary and receive an annual evaluation that is less than satisfactory

(or equivalent) in one area or more of the evaluation, the Supervisor may place the custodian on an improvement plan for no less than 30 workdays and no more than 180 workdays. This improvement plan will outline the specific steps necessary for the custodian to improve in the areas outlined by the Supervisor.

11-03 One of three decisions must be made at the conclusion of the Improvement Plan:

- A. If the Evaluator determines that the Custodian has improved their duties to a level of satisfactory (or equivalent), the custodian will be placed on a normal annual evaluation cycle.
- B. In those cases where the Custodian was placed on an Improvement Plan as a result of their performance rating and the Evaluator determines that the educator is making progress toward a satisfactory rating, the Evaluator shall recommend to the superintendent that the improvement plan be extended for up to an additional 30 workdays.
- C. If the Evaluator determines that the Custodian's practice remains at the level of unsatisfactory or equivalent, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

ARTICLE 12

Probationary Employees

12-01 Each new employee and each employee hired after a break in service shall be considered as a probationary employee, except as hereinafter provided, until they shall have worked two hundred and twenty (220) business days. The probationary period shall be extended one day for each day an employee is out due to an unapproved or unpaid absence. Probationary employees may be disciplined, discharged, or otherwise terminated by the Superintendent and/or Principal, as the case may be, and such action shall not be subject to challenge.

12-02 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. Such time shall not count as time served, however.

ARTICLE 13

Job Posting, Seniority and Reduction in Force

13-01 Whenever a vacancy occurs in the bargaining unit and the Committee/ Administration desires to fill such vacancy, or a new job in the bargaining unit is created by the Committee/ Administration, the vacancy shall be posted for a period of seven (7) workdays. Multiple job postings may be made simultaneously. Employees interested in the position shall apply, in writing, within the seven (7) day posting period.

13-02 Administration will interview all qualified applicants. Job selection shall be made from members of the bargaining unit provided they have qualifications to do the job. Where qualifications are determined to be relatively equal, seniority shall be the determining factor. School Principals shall make the judgement about qualifications subject to the Superintendent's approval. A bypassed senior applicant, upon request made in writing, will be given the reasons, in writing, for their non selection. In the event there is no applicant within the bargaining unit with qualifications to perform the job, applicants from outside the bargaining unit may be hired.

13-03 "Qualifications" as used herein shall include ability, evaluations, work record, experience, attendance.

13-04 Evaluation under this Article shall be performed by the principal or their designated supervisor consistent with the evaluation language contained in Article XI. The evaluation form to be utilized shall be a form that the parties have reviewed and negotiated.

13-05 An employee may grieve their evaluation, and if the grievance is submitted to arbitration, the arbitrator's scope of review shall be limited to consideration of whether the evaluation was arbitrary, capricious or made in bad faith. Grievance and arbitration concerning any other aspect of sections 1, 2, or 3 shall be subject to the present scope of review set forth in Article 21 Sick Leave.

13-06 "Seniority" as used herein shall mean an employee length of continuous service in the Reading School Department dating from their most recent date of hire, except as provided in Article 12 Probationary Employees.

13-07 **Reduction in Force:**

A. In the event that the Reading School District determines that it is necessary to reduce the number of permanent employees in the bargaining unit, the procedures set forth in this article will govern the termination and re-employment of employees who are affected by any such reduction.

B. To the extent possible, normal attrition will be used to reduce the number of positions in the area involved. If further reductions are needed, the Reading School District shall lay off employees in reverse order of seniority by shift as determined by the shift held by the employee whose position is eliminated. If there is a less senior employee on another shift, the laid-off employee may choose to bump that less senior employee. However, if a less senior employee can be shown to be clearly superior to a more senior employee considering qualifications appropriate for the type of position remaining, then the less senior employee may be retained.

C. The Reading School District shall notify the Association of the expected change and give the opportunity to meet with the affected employees for the purpose of outlining their options.

D. The hiring authority (Superintendent or Principal or designee of either) retains the right to determine whether any employee is qualified and able to perform in any vacancy.

E. Employees who are reduced in force under the provisions of this Section will be considered for reemployment by the Committee in inverse order of their reduction in force during a period of eighteen (18) months from the effective date of their reduction in force. An employee who declines a position at their previous classification and salary steps shall be dropped from the recall list and loses all recall rights.

13-08 **Transfers**

Transfer is defined as the movement of a custodian from building to building. The Committee and Association recognize that transfer of custodians may be desirable and/or necessary. When the transfer of custodians is necessary, the Union will be notified of the expected need and given the opportunity to meet with the employees involved for the purpose of developing a voluntary transfer plan. Such plan shall be subject to the approval of the Superintendent. If such a plan is not mutually agreed upon, then the transfer(s) shall occur as follows:

A. **Voluntary Transfers**

Custodians wishing to be transferred shall request in writing to the Superintendent at any time during the school year. All requests will be acknowledged in writing within thirty (30) days after receipt of such request.

B. **Involuntary Transfers**

1. When transfers of custodians are necessary, volunteers will be transferred first, on

approval of the Superintendent or their designee.

2. When an involuntary transfer is necessary, a custodian's experience, qualifications, work record, attendance and other factors deemed appropriate by the Superintendent or Principal, as the case may be, shall be considered in determining which custodian(s) will be transferred. When all such factors are relatively equal, the least senior custodian, as measured by length of service in the district, will be selected for transfer. Any selection based on least seniority shall not be subject to the grievance and arbitration procedure unless the claim is based on who has the least seniority.
3. Notice of intent to transfer shall be given to custodians in writing. Any custodian to be involuntarily transferred shall, if requested, meet with the appropriate principal(s) and the Superintendent, provided such meeting is requested prior to the date when such transfer is scheduled. The custodian may, at their option, have an Association representative present at the meeting.

ARTICLE 14 **Subcontracting**

- 14-01 The Committee/Administration has the right to subcontract out bargaining unit work. The Committee/Administration shall notify the Union, in writing, prior to instituting any subcontracting which would result in the reduction in force termination of any employee/s and shall, upon request made by the Union in writing within five (5) days of such written notice, bargain with the Union concerning the impact of any such subcontracting which results in the reduction in force termination of any employee/s, subject to the provisions of M.G.L Chapter 150E with regard to mid contract impact bargaining. There shall be no reduction in force terminations of any employee/s hired prior to July 1, 2008 as a result of subcontracting until the expiration of this Agreement.

ARTICLE 15 **Wages**

The Wage Table is shown as Appendix A.

- 15-01 The Union recognizes that the existence of any of the following factors would justify the Administration, if it so desired, placing a new employee at a step other than the minimum step:
- a. Market conditions
 - b. Special qualifications
 - c. Prior Experience
- 15-02 An increment shall be granted on July 1st upon the completion of one (1) year of satisfactory service from July 1st to June 30th. In the first year of service, employment prior to January 1st shall be considered as a year of service. Such annual increments shall be in the amount of the increments applicable to the particular job classification as indicated in the job schedule.
- 15-03 Night Shift Differential: Night shift differential of \$20.25 shall be paid to each employee as extra weekly pay for the week such employee works on shifts beginning at 3:00 p.m. or later.
- 15-04 Tuition Reimbursement: Employees with two (2) years of service shall be eligible for one hundred percent (100%) tuition reimbursement up to an annual maximum of \$750 per employee, upon satisfactory completion of preapproved, job-related courses. The maximum expenditure in any contract year (fiscal year) shall not exceed \$3,750.

ARTICLE 16
Uniforms

- 16-01 Each Fiscal Year, the Administration will provide a credit to each employee, toward the purchase of school approved clothing and shoes. The amount of the credit shall be \$540 for custodial employees who have been employed since July 1 and prorated for any new employee hired after that date. The amount will be paid as a stipend in one of the first three biweekly payrolls of the fiscal year. The Administration will arrange for, and cover costs related to embroidery or silk screening of the required logo, department, or school information and/or employee name.
- 16-02 Employees are required to wear uniforms during work hours and the uniforms may only be worn on the job (including to and from work). Appropriate uniforms include an approved Reading Public Schools embroidered or silk screen shirt, dark pants or jeans, and appropriate protective footwear for the task being performed. Employees will also be required to always wear their approved identification badge.
- 16-03 Cleaning shall be the employee's responsibility.
- 16-04 Employees shall be responsible for the uniform, reasonable wear and tear excepted. Administration may, at any time, upon written notice to the Union, discontinue the uniform allowance system as provided herein. If so, the Committee/ Administration will go back, in the next contract year, to providing uniforms to employees.
- 16-05 Employees are required to possess steel toe footwear and wear as needed while performing the functions of their jobs or when requested to by the Superintendent or their designee.

ARTICLE 17
Details

- 17-01 The following rules shall apply in terms of the custodial duties and responsibilities of employees while performing a detail:
- A. Employees shall perform all custodial duties and responsibilities related to the detail.
 - B. Employees shall remain in the building of the detail, unless instructed otherwise by the Administration and upon approval by the Director or their designee.
 - C. In an effort to maximize the efficiency and effectiveness of the department, employees performing details are expected to perform regular custodial duties in the same building unrelated to the detail as assigned by the Director or their designee.

ARTICLE 18
Lead Custodian

- 18-01 The role of the Lead Custodian staff shall be defined by job description.
- 18-02 The Lead Custodian shall receive an annual stipend of \$2,000, less appropriate deductions.
- 18-03 The Superintendent, or their designee shall appoint the Lead Custodian. The appointment is not subject to challenge.
- 18-04 The Lead Custodian reports to the Director of Facilities in fulfilling their responsibilities as Lead.

18-05 The Lead Custodian position will be eliminated, except for current staff in that role. If a current Lead Custodian leaves the school district, the position will not be filled.

ARTICLE 19
Holidays

19-01 All employees shall be entitled to the following holidays with pay when they fall within the regular work week:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth (June 19th)
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

19-02 Christmas Eve and New Years Eve will be granted some years under the following schedule:

If Christmas or New Years fall on a:

Sunday	No time off
Monday	No time off
Tuesday	Full day off on Monday
Wednesday	Full day off on Tuesday
Thursday	Full day off on Wednesday
Friday	Full day off on Thursday
Saturday	Full day off on Friday

19-03 If a holiday falls on a Saturday, it will be celebrated on the preceding Friday, and if a holiday should fall on a Sunday, it will be celebrated on the following Monday. If school is in session when the preceding situation occurs, the employee will be given some other day off in lieu of the Friday or Monday, or they shall be compensated for the number of hours worked, computed at their regular hourly wage, in addition to their regular pay. It shall be the prerogative of the School Committee to decide which to do.

19-04 On the Wednesday before Thanksgiving, all school day custodians will start their shift at 6:30a.m. and may leave two (2) hours after the students in their building are dismissed. Evening custodians will start between the hours of 8:00 a.m. and 10:00 a.m. and will work the same number of hours worked by the day shift custodian in their building on this day. The specific start time for the evening custodian shall be determined by the Director of Facilities.

ARTICLE 20

Vacation

- 20-01 Effective July 1st of each fiscal year, employees will be entitled to receive their total annual vacation accrual at the beginning of the fiscal year. If an employee voluntarily or involuntarily terminates employment before the end of the fiscal year and has utilized more vacation time than the monthly accrual rate would have provided, the employee agrees to reimburse the Committee the difference in the final paycheck. The difference in accrued and utilized vacation time will be calculated based on the monthly accrual rate multiplied by the number of months remaining in the fiscal year at the time of departure. Employees will be notified of their accrued and utilized vacation balances and the potential repayment obligation within the final paycheck. The outstanding vacation balance repayment will be deducted from the employee's final paycheck in a manner consistent with applicable laws and regulations.
- 20-02 New Employees shall be entitled to two (2) weeks vacation with pay accrued on a monthly basis. For employees hired after July 1, the vacation allotment shall be prorated based on date of hire.
- 20-03 Three (3) weeks vacation with pay will be granted within each fiscal year to full-time employees who have completed five (5) years of continuous service. Eligibility for the third week of vacation commences upon the completion of five (5) years of service.
- 20-04 Four (4) weeks vacation with pay will be granted within each fiscal year to full-time employees who have completed ten (10) years of continuous service. Eligibility for the fourth week of vacation commences upon the completion of ten (10) years of service.
- 20-05 Five (5) weeks vacation with pay will be granted within each fiscal year of all full-time employees who have completed twenty (20) years of continuous service. Eligibility for the fifth week of vacation commences upon completion of twenty (20) years of service. After twenty-five (25) years of continuous service, one day will be added to vacation time.
- 20-06 Vacations are scheduled under the direction of the Principal and the Director of Facilities at the convenience of the department. At the sole discretion of the Committee, employees may be allowed to take up to ten (10) days vacation, individually or as a whole, during the school year. Employees who are requesting four or more consecutive vacation days must request vacation days 3 weeks in advance. Approval or denial of such requests will be provided in writing within 72 hrs.
- 20-07 Vacations must be taken within the fiscal year and cannot be accumulated from one fiscal year to next fiscal year, except that, subject to the operating needs of the Department, two (2) weeks of vacation may be carried over until the next fiscal year.
- 20-08 If a holiday falls within the vacation period, that day shall not be charged as a vacation day.
- 20-09 No more than two consecutive weeks of vacation may be taken at any one time.
- 20-10 An employee shall not be permitted to take a full week of vacation the first week or last week of school, nor take any vacation days during the week preceding the start of the school year.
- 20-11 In the last year of employment, vacation time shall be prorated based upon the amount of time worked during that year and years of service.

ARTICLE 21

Sick Leave

- 21-01 All full-time employees who have completed thirty (30) weeks of continuous active employment as a full-time employee shall be eligible for fifteen (15) days leave with pay each fiscal year for absence due to personal illness or personal injury. Five (5) of such sick days may be used each fiscal year for

absence due to illness or injury in the employee's immediate family.

Immediate family as used herein shall mean: spouse, child, mother, father, or any other family member residing in the employee's household.

21-02 Any unused portion of such leave may be accumulated to a maximum total of one hundred eighty-five (185) days.

21-03 Employees shall be required to submit, upon request of the Superintendent, or their designee, the following as proof of illness or injury(s):

- A. When absence due to illness or injury is for a period of three (3) or more consecutive days, the Superintendent or their designee may require a doctor's certificate before an employee may return to work.
- B. An employee who is absent for five (5) consecutive days due to their illness or injury or that of a member of their family or household will be asked for medical certification if the absence is due to a serious health condition as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993.
- C. Where the Superintendent or their designee has reason to believe that sick leave is being abused, they may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made in writing within seven (7) working days of either the date of the suspected abuse or return of the employee.
- D. Failure of an employee to present such satisfactory medical evidence within seven (7) working days after such written request has been made by the Superintendent or their designee, but in any event not later than seven (7) working days subsequent to return to work, may, at the discretion of the Superintendent, result in disciplinary action.
- E. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that they have personally examined the employee and shall contain nature of the illness or injury, a statement that the employee was unable to perform their duties due to the specific illness or injury on the days in question; and, the prognosis for the employee's return to work.

21-04 Upon death, retirement, or termination of employment with at least seven (7) years of service for reasons other than dismissal for just cause, or resignation in lieu of a dismissal for just cause, an employee shall be paid for unused sick leave days not exceeding fifty (50) (effective January 1, 2000 for unused sick leave days not exceeding sixty (60)) at fifty percent (50%) of their per diem rate (i.e., up to thirty (30) full days' pay, effective January 1, 2000) calculated at one fifth (1/5) of their regular weekly pay (as specified in the appended salary schedule) in effect at time of death, retirement or termination of employment. An employee who is laid off with at least seven (7) years of service shall be paid on the expiration of their recall period.

A. Anything contained in 21-04 to the contrary notwithstanding, the maximum dollar amount that an employee eligible for sick leave buy back may receive is as follows:

Custodian I:	\$3,500
Custodian II:	\$3,600

B. This section four is only applicable to current (as June 30, 2000) bargaining unit employees. Employees who become members of the bargaining unit after June 30, 2000, are not eligible for sick leave buyback.

- 21-05 An employee who is entitled to sick time and is out on an absence compensable under Workers Compensation may supplement their workers' compensation benefits to result in payment of their full wages. Sick leave accumulation will be reduced by the amount of sick leave used.
- 21-06 A complete and accurate record shall be maintained of each employee setting forth the dates used from their sick leave and the number of their sick leave days remaining. Such record shall be available for inspection by each individual upon reasonable request.
- 21-07 During the life of this contract the parties agree to discuss various options for disability insurance for member of this association.
- 21-08 When an employee is out sick, they should notify their school or building and the Facilities Department as early as possible so that plans can be made to cover the duties involved. The employee that is out must also keep their supervisor informed from day to day so it will be known when to expect the absentee to be back to work.

ARTICLE 22

Bereavement Leave

- 22-01 An employee shall be eligible to be absent with pay for up to five (5) workdays within the seven (7) calendar day period commencing the day of death in the event of the death of their mother, father, spouse, or child.
- 22-02 An employee shall be eligible to be absent with pay for up to three (3) working days within the four (4) calendar day period commencing the day of death in the event of the death of their brother, sister, mother-in-law, or father-in-law. One additional day of funeral leave (for a total of four days) may be granted in writing to the employee in the discretion of the Superintendent, or their designated representative.
- In the event the day of the funeral falls outside the parameters of time set forth in Section 1 or Section 2, the employee shall be eligible to be absent on such day to attend the funeral.
- 22-03 An employee shall be eligible to be absent with pay for one (1) day for the purpose of attending the funeral in the event of the death of the following: aunt, uncle, grandparents, sister-in-law, or brother-in-law
- 22-04 Subject to the approval of the Superintendent, additional day/s of bereavement leave or days of bereavement leave for individuals not specifically enumerated herein, may be granted.

ARTICLE 23

Personal Leave

- 23-01 All custodians shall be entitled to two (2) days of "Personal Leave" each fiscal year for matters which necessitate their presence, and which cannot be accomplished outside of work schedule hours. Such leave must be taken for important personal or business reasons and not as vacation or recreation. Such leave is to be requested in writing at least 48 hours in advance and approved in advance by the Superintendent of Schools or designees. This requirement may be waived by the Superintendent if an emergency situation precludes such notice being given.

ARTICLE 24
Leave Without Pay

- 24-01 Employees may request leave without pay in writing to the Superintendent or their designee no less than forty-eight (48) hours prior to the absence which notice shall include the specific purpose for which the leave is to be taken. Such leave shall be approved to the extent that sufficient coverage can be provided and does not impact the operations of the building or department.
- 24-02 If such leave is denied, the employee shall be given the opportunity to meet with the Superintendent or their designee to discuss the decision. Such a decision shall not be arbitrary or capricious nor shall be subject to grievance or challenge.
- 24-03 Any employee who is absent without such notice, except in emergency circumstances, may be subject to disciplinary action. Repeated absences without notice may result in termination of employment.

ARTICLE 25
Agency Fee

- 25-01 Subject to the terms and conditions of M.G.L. Chapter 150E, Section 12, and the rules and regulations of the State Labor Relations Commission in connection therewith, bargaining unit employees who do not choose to become members of AFSCME, Council 93, Local 1703, and to maintain their membership in good standing, may elect to pay to AFSCME, Council 93, Local 1703, on or after the thirtieth (30th) day following the bargaining of their employment or the effective date of this Agreement, whichever is later, an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of AFSCME, Council 93, Local 1703.
- 25-02 AFSCME, Council 93, Local 1703 shall indemnify and save harmless the Committee/ Town and its agents against any and all damages, claims, attorneys' fees, demands, suits or other forms of liability which may arise by reason of any action taken by the Committee/Town in connection with this Article.

ARTICLE 26
Union Business Leave

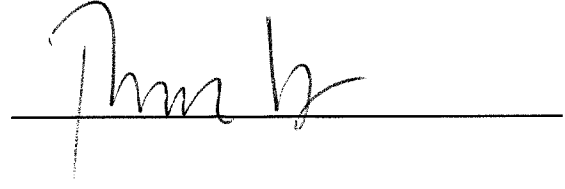
- 26-01 Three (3) days of paid leave for union business may be granted to one (1) union designee, provided the Director is notified by July 1 of each contract year, as to who has been designated, and provided the designee gives the Director two (2) weeks notice prior to taking such leave. The School Committee will exercise flexibility in notice of leave where two (2) weeks notice can-not be given, and where the leave can be granted without creating hardship for the employer. Such leave will be used to attend annual conventions, including AFSCME International, AFSCME Council 93, or MA AFL-CIO.
- 26-02 Union stewards shall be allowed reasonable time to investigate and present grievances during regular working hours, provided they obtain the Director of Facilities approval and does not interfere with School operations.

FOR READING SCHOOL CUSTODIANS,
AFSCME LOCAL 1703



DATE 3-11-24

FOR THE READING SCHOOL COMMITTEE



DATE 3/14/24

APPENDIX A
Salary Schedule

Starting from July 1, 2024, the wage schedule undergoes a revision, introducing a consistent 2.60% increment between each step. Subsequently, each year thereafter will see the application of the negotiated COLA.

	FY25	FY26	FY27
Step		3%	3.75%
1	22.88	23.57	24.45
2	23.47	24.18	25.09
3	24.09	24.81	25.74
4	24.71	25.45	26.41
5	25.35	26.11	27.09
6	26.01	26.79	27.80
7	26.69	27.49	28.52
8	27.38	28.20	29.26