

# **Agreement Between Town of Reading**



## **And The Local 1703, Reading Facilities Maintenance Workers and Town Custodians**

Effective: July 1, 2021

Expiring: June 30, 2024

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
<b>AGREEMENT</b>		2
<b>PREAMBLE</b>		2
<b>ARTICLE 1</b>	<b>General Conditions</b>	
	1.1 Recognition	3
	1.2 Duration	3
	1.3 Stability of Agreement	3
	1.4 Management Rights	3
	1.5 Grievance Procedures	4
	1.6 No Strikes	5
	1.7 Labor Management Meetings	6
	1.8 Facilities Director	6
<b>ARTICLE 2</b>	<b>Operation of the Department</b>	
	2.1 Non Discrimination	7
	2.2 Hours of Work	7
	2.3 Employee Development	8
	2.4 Performance Evaluation	8
	2.5 Probationary Employees	8
	2.6 Job Posting	9
	2.7 Seniority	9
	2.8 Reduction in Force	10
	2.9 Transfers	10
	2.10 Subcontracting	11
	2.11 Discipline and Discharge	11
<b>ARTICLE 3</b>	<b>Compensation</b>	
	3.1 Wages	12
	3.2 Overtime	13
	3.3 Uniforms	14

	3.4 Details	15
<b>ARTICLE 4</b>	<b>Employee Benefits</b>	
	4.1 Holidays	16
	4.2 Vacation	16
	4.3 Sick Leave	17
	4.4 Bereavement	19
	4.5 Floating Holiday	20
	4.6 Leave Without Pay	20
<b>Article 5</b>	<b>Union Business</b>	
	5.1 Agency Fee	21
<b>Appendix A</b>	<b>License Requirements</b>	22

## AGREEMENT

This Agreement made pursuant to the authority of Chapter 150E of the General Laws, by and between the Town of Reading, hereinafter referred to as "Town", acting by and through its Select Board, and the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO Local 1703, hereinafter referred to as "the Union".

## PREAMBLE

Whereas, the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Town; and

Whereas, the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony;

Now, therefore, in consideration of the promises and agreements herein contained, the parties agree as follows:

# **ARTICLE 1.0 GENERAL CONDITIONS**

## **SECTION 1.1 RECOGNITION**

The Town, acting in and through its Select Board, recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment of regular employees; consisting of all Facilities Department Town Maintenance and all Facilities Department Town Custodial employees but excluding all Facilities Department School Custodial employees and any other Facilities Department employees.

## **SECTION 1.2 DURATION**

This contract shall be effective as of July 1, 2021 and shall remain in full force until June 30, 2024 and shall thereafter automatically renew itself for successive terms of one (1) year each unless during the month of December next prior to the expiration of the contract, either party shall have given the other written notice of its desire to modify or terminate the Agreement.

## **SECTION 1.3 STABILITY OF AGREEMENT**

**1.3.1** No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. This Agreement contains the entire agreement of the parties contained herein or those which might have been considered.

**1.3.2** The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or condition and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

**1.3.3** Should any provision of this agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

**1.3.4** This Agreement constitutes the Agreement between the Town and the Union and settles all demands and issues for the term of this Agreement with respect to any and all matters subject to negotiations.

**1.3.5** The Town shall not be deemed to have agreed to any term or conditions of employment not specifically set forth in this contract.

## **SECTION 1.4 MANAGEMENT RIGHTS**

Neither the Town nor its Select Board shall be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all power, authority and prerogatives including, without limitation, the exclusive right of the Town or his duly designated agent to issue reasonable rules and regulations governing the conduct of the various Departments covered by this Agreement, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement, and to establish binding personnel policies not inconsistent with the contract following consultation with the Union.

### **SECTION 1.5 GRIEVANCE PROCEDURES**

**1.5.1** It is the declared objective of the Town and the Union to provide for the prompt resolution of grievances.

**1.5.2** 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.

**1.5.3** Adjustment of Grievances. A grievance as such term is herein before defined in 1.5.2 of this Section shall be presented and adjusted in the following manner:

**Step 1.** The employee and his Union representative shall take up the grievance with the employee's 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 Supervisor, or his/her 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 him/her in Step 1 using the appropriate line on the grievance form submitted

**Step 2.** If the grievance has not been resolved in Step 1, it shall be presented to the Town Manager within five (5) working days after the Supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Town Manager or his/her designee, will arrange for a meeting with the aggrieved employee and his 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 he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Town Manager is one of interpretation of a provision of this Agreement. The Town Manager shall respond in writing as soon as possible, but no later than ten (10) business 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:

**Step 3.** If the grievance is still not settled, either party (the Town or the Union but not any individual employee) may submit the grievance to arbitration by filing with the other party a statement of written intent to arbitrate. Such submission to arbitration must be made within fifteen (15) days after the expiration of the fifteen (15) working days referred to herein by delivery in hand or by mail. If the parties do not agree on an arbitrator within seven (7) days after submission, the submission shall be made to the American Arbitration Association or to another arbitrator, if both parties agree. The arbitrator shall be selected and the arbitration shall be conducted under AAA rules. Expenses for such arbitration service shall be shared equally by the parties.

1.5.4 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 employee's written consent.

1.5.5 The decision of the arbitrator shall be supported by substantial evidence on the record as a whole, and, subject to law, shall be final, conclusive and binding upon all employees, the Town 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 Town 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 Town 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.

1.5.6 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 Town 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.

#### **SECTION 1.6 NO STRIKES**

1.6.1. No employees covered by this Agreement shall engage in, induce or encourage any strike, sympathy strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, induce, institute, authorize, participate in, sanction or ratify any work stoppage, slowdown, or withholding of services. Any employee participating in an activity prohibited by this Section is subject to disciplinary action, including dismissal.

1.6.2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith and shall, in addition, post notices to that effect on the bulletin board or boards in the various departments involved.

1.6.3. In consideration of the performance by the Union of its obligations under 1.6.1 and 1.6.2, there shall be no liability on the part of the Union nor its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Section by individual members of the Union.

1.6.4. The Town agrees not to institute against or maintain a lockout of employees covered by this Agreement.

1.6.5. Notice where required under any part of this Agreement shall be considered adequate if posted by regular mail in the case of the Town to the Town Manager, and in the case of the Union to the individual whose name and address is as follows:

North Shore Coordinator  
A.F.S.C.M.E. Council 93  
7 Bedford Street  
Burlington, MA 01803

and all legal processes will be considered adequately served if the same individuals are duly served.

#### **SECTION 1.7 LABOR/MANAGEMENT MEETINGS**

A joint labor-management committee will be established. It will be composed of the Town Manager or designee, at least three representatives of the Bargaining Unit, and the Department Head or designee. The committee shall meet as requested by either the Town or the Union to discuss employment related matters.

#### **SECTION 1.8 FACILITIES DIRECTOR**

The term 'Facilities Department', 'Facilities Director' and 'Director' shall have the meaning of 'Facilities Director or designee', unless otherwise specified.

## **ARTICLE 2 - Operation of the Department**

### **SECTION 2.1 NON DISCRIMINATION**

2.1.1 The Town does not discriminate against any person on the basis of race, religion, ethnicity, color, gender, sexual orientation, gender identity, national origin, ancestry, age, marital status, veteran status, or disability, or any other protected status defined by law.

### **SECTION 2.2 HOURS OF WORK**

2.2.1 The normal work week shall consist of forty (40) hours, Monday through Friday. The normal work day for Town Custodians and Maintenance Workers 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 paid lunch.

2.2.1.1 The normal day shift hours for Town Custodians are 7:00 a.m. to 4:00 p.m. exclusive of a sixty minute unpaid lunch. Second or third shift Town Custodians will be scheduled for an eight (8) hour period daily in the afternoon and evening.

2.2.1.2 The normal day shift hours for Town Maintenance Workers are 7:00 a.m. to 3:30 p.m.

2.2.2 The Town Manager or 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 employee employed as of June 30, 2000 shall be involuntarily assigned/transferred to a shift other than Monday-Friday.

The Town Manager or 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.

Any change which does not affect an employee employed as of June 30, 2000 and/or any change which involves a change in hours of employee(s) employed as of June 30, 2000 of less than two hours may be implemented by the Town Manager or designee after (1) giving written notice to the Union, as aforementioned, and (2) meeting with the Union to discuss the change.

2.2.3 In the event Town Custodians are notified in advance by the Facilities Department 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 Facilities Department may vary the custodian's work hours so as to effectuate coverage at the employee's straight-time hourly rate.

### **SECTION 2.3 – EMPLOYEE DEVELOPMENT**

Tuition Reimbursement: Employees with two (2) years of service in the Facilities department 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.

### **SECTION 2.4 - PERFORMANCE EVALUATION**

2.4.1 An evaluation form shall be utilized that has been reviewed and negotiated by both the Town and the Union. It shall include three evaluations ('does not meet'; 'meets'; or 'exceeds expectations') for several categories. A score of two or more 'does not meet' shall be deemed an unsatisfactory performance evaluation. All other results will be deemed a satisfactory evaluation.

2.4.2 The evaluation shall be conducted annually in advance of July 1 by the Facilities Director or designee consistent with employee supervisory responsibilities.

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

2.4.4 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.

### **SECTION 2.5 PROBATIONARY EMPLOYEES**

Each new (or rehired after a break in service) Town Custodian and Maintenance Worker shall be considered as a probationary employee, except as hereinafter provided, until he/she shall have actually worked for one year and received a satisfactory performance evaluation.

Probationary employees may be disciplined, discharged, or otherwise terminated by the Town Manager, and such action shall not be subject to challenge.

**Reading Facilities Maintenance Workers and Town Custodians  
Contract**

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

### **SECTION 2.6 JOB POSTING**

**2.6.1** Whenever a vacancy occurs in the bargaining unit and the Town desires to fill such vacancy, or a new job in the bargaining unit is created by the Town, the vacancy shall be posted for a period of seven (7) work days. Multiple job postings may be made simultaneously. Employees interested in the position shall apply, in writing, within the seven (7) day posting period.

**2.6.2.1 Applicable only to Maintenance Positions:** The Facilities Department may fill said jobs from applicants within the bargaining unit or outside of the bargaining unit, provided, however that preference shall be given to applicants from within the bargaining unit where such applicant's qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit, qualifications being equal, seniority shall govern. The Facilities Department reserves the right to reject all applicants and to repost and re-advertise the position.

**2.6.2.2 Applicable only to Custodian Positions:** The Facilities Department 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. A by-passed senior applicant, upon request made in writing, will be given the reasons, in writing, for his/her 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.

**2.6.3** "Qualifications" as used herein shall include but not be limited to ability, evaluations, work record, experience, and attendance. Grievance procedures concerning any other aspect of Section 2.6 shall be subject to the scope of review set forth in Section 1.5 Grievance Procedures.

### **SECTION 2.7 SENIORITY**

"Seniority" as used herein shall mean an employee length of continuous service in the Town Facilities Department dating from his/her most recent date of hire, except as provided in Section 2.5 Probationary Employee.

## **SECTION 2.8 REDUCTION IN FORCE**

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

**2.8.2** 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 Town 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.

**2.8.3** The Town 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.

**2.8.4** The Town retains the right to determine whether any employee is qualified and able to perform in any vacancy.

**2.8.5** Employees who are reduced in force under the provisions of this Section will be considered for reemployment by the Town 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 his previous classification and salary steps shall be dropped from the recall list and loses all recall rights.

## **SECTION 2.9 TRANSFERS**

**2.9.1** Transfer is defined as movement of a custodian from building to building. The Town and Association recognize that transfer of Town Custodians may be desirable and/or necessary. When transfer of Town 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 Town Manager or designee. If such a plan is not mutually agreed upon, then the transfer(s) shall occur as follows:

### **2.9.2** Voluntary Transfers

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

### 2.9.3 Involuntary Transfers

- a. When transfers of Town Custodians are necessary, volunteers will be transferred first, on approval of the Town Manager or designee.
- b. When an involuntary transfer is necessary, a custodian's experience, qualifications, work record, attendance and other factors deemed appropriate by the Town Manager or designee 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.
- c. Notice of intent to transfer shall be given to Town Custodians in writing. Any custodian to be involuntarily transferred shall, if requested, meet with the Town Manager or designee, provided such meeting is requested prior to the date when such transfer is scheduled. The custodian may, at his option, have an Association representative present at the meeting.

### SECTION 2.10 SUBCONTRACTING

The Town has the right to subcontract out bargaining unit work. The Town 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.

### SECTION 2.11 DISCIPLINE & DISCHARGE

The Town 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 3 - Compensation

## SECTION 3.1 WAGES

3.1.1 The Union recognizes that the existence of market conditions, special qualifications, and prior experience could justify the Town, if it so desired, placing a new employee at a step other than the minimum step.

3.1.2 A Night shift differential of \$35.00 shall be paid to each employee as extra weekly pay for the week such employee works on scheduled shifts beginning at 3:00 p.m. or later.

### 3.1.3 Facilities Maintenance Workers

3.1.3.1 Facilities Maintenance Workers will receive an initial step increase upon successful completion of the Probation period as defined in Section 2.5. After that, subsequent step movement below Step 15 will be on each July 1 after a successful performance evaluation. The Director may grant a step increase after an unsuccessful performance evaluation for the following January 1 if employee performance has improved.

3.1.3.2 Step movement for Step 15 will occur on July 1 after the employee has completed 15 years of service to the department. This step movement is unrelated to performance evaluations.

3.1.3.3 Maintenance Workers include employees hired to perform work requiring the specific licensure as described in Appendix A.

### 3.1.3.4 GENERAL WAGE SCHEDULES – MAINTENANCE WORKERS

	<i>July 1, 2021 through June 26, 2022</i>							<i>2.85%</i>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 15yr</b>	
Maint. Worker	\$ 26.94	\$ 29.63	\$ 30.82	\$ 32.05	\$ 35.26	\$ 36.67	\$ 38.13	+3%	
	<i>June 27, 2022 through June 25, 2023</i>							<i>2.85%</i>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 15yr</b>	
Maint. Worker	\$ 27.71	\$ 30.48	\$ 31.70	\$ 32.96	\$ 36.26	\$ 37.71	\$ 39.22	+3%	
	<i>June 26, 2023 through June 30, 2024</i>							<i>2.75%</i>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 15yr</b>	
Maint. Worker	\$ 28.47	\$ 31.31	\$ 32.57	\$ 33.87	\$ 37.26	\$ 38.75	\$ 40.30	+3%	

3.1.3.4.1 The pay range for Carpenters will be Step 1 through Step 4. Carpenters are not eligible for Step 5 through Step 7 except as described below.

3.1.3.4.2 The pay range for Carpenters meeting license requirements in Appendix A will be Step 4 through Step 7.

3.1.3.4.3 The pay range for Electricians and Plumbers meeting license requirements in Appendix A will be Step 4 through Step 7.

**3.1.4 Town Custodians**

3.1.4.1 Town Custodians will receive an initial step increase upon successful completion of the Probation period as defined in Section 2.5. After that, subsequent step movement below Step 10 will be on each July 1 after a successful performance evaluation. The Director may grant a step increase after an unsuccessful performance evaluation for the following January 1 if employee performance has improved.

3.1.4.2 Step movement for Steps 10 and 20 will occur on July 1 after the employee has completed 10 and 20 years of service to the department. This step movement is unrelated to performance evaluations.

**3.1.4.3 GENERAL WAGE SCHEDULES – TOWN CUSTODIANS**

	<i>July 1, 2021 through June 26, 2022</i>					<i>2.85%</i>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 10yr</b>	<b>Step 20yr</b>	
Custodian	\$ 21.03	\$ 23.13	\$ 24.06	\$ 25.02	\$ 25.77	\$ 26.55	
	<i>June 27, 2022 through June 25, 2023</i>					<i>2.85%</i>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 10yr</b>	<b>Step 20yr</b>	
Custodian	\$ 21.63	\$ 23.79	\$ 24.74	\$ 25.73	\$ 26.51	\$ 27.30	
	<i>June 26, 2023 through June 30, 2024</i>					<i>2.75%</i>	
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 10yr</b>	<b>Step 20yr</b>	
Custodian	\$ 22.23	\$ 24.44	\$ 25.42	\$ 26.44	\$ 27.24	\$ 28.05	

**SECTION 3.2 - OVERTIME**

3.2.1.1 Overtime compensation at the rate of one and one-half times (1.5x) the employee's regular straight-time hourly rate of pay will be paid for all hours worked in excess of a regularly scheduled work day (typically 8 or 10 hours), 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 Section 4.1 Holidays, will be paid at double time (2.0x).

3.2.1.2 Overtime opportunities within the bargaining unit will be distributed on a fair and equitable basis as circumstances permit. In case of a dispute the Town Manager will make a final non-grievable decision.

3.2.2 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 Facilities Department, 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.

3.2.3 Any employee called back to work any day after completion of his regular work day and after leaving his place of employment shall be paid time and one-half his 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 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.

3.2.4 When school, town, or outside events occur at a school, second shift Town Custodians may work 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.

3.2.5.1 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 School Custodians and ordered by seniority shall be offered the overtime opportunity.

3.2.5.2 When Overtime opportunities from the Reading Facilities School Custodians is available to this bargaining unit, it shall be offered based on Seniority of all members of the bargaining unit as defined in Section 2.7. If such an Overtime assignment is refused, the entire Seniority list shall be exhausted for future opportunities before returning to the top of the list.

### **SECTION 3.3 - UNIFORMS**

3.3.1 The Town has rolled a payment for clothing allowance plus taxes due thereon into the base pay, and there shall be no further payments made for clothing allowance. The Town will pay for the cost of any required embroidery.

3.3.2 Employees are required to wear uniforms during work hours and the uniforms may only be worn on the job (including to and from work).

3.3.3 Cleaning shall be the employee's responsibility.

3.3.4 Employees shall be responsible for the uniform (reasonable wear and tear excepted) and shall return the uniform to the Town upon termination of employment for any cause.

3.3.5 The Town may, at any time, upon written notice to the Union, discontinue the uniform allowance system as provided in the base pay. If so, the Town will go back, in the next contract year, to providing uniforms to employees.

3.3.6 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 Director.

#### **SECTION 3.4 DETAILS**

The following rules shall apply in terms of the custodial duties and responsibilities of employees while performing a detail:

1. Employees shall perform all custodial duties and responsibilities related to the detail.
2. Employees shall remain in the building of the detail, unless instructed otherwise by the Director.
3. 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.

# **ARTICLE 4 - Employee Benefits**

## **SECTION 4.1 HOLIDAYS**

**4.1.1** All benefited Town employees shall be entitled to the following 12 holidays with pay when they fall within the regular work week:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Independence Day	Christmas Day

**4.1.2** If a holiday falls on a Saturday or Sunday, the schedule set by the Commonwealth of Massachusetts shall determine when the holiday is celebrated. Employees shall receive a floating holiday in the event that the schedule set by the Commonwealth leaves the celebration date on the weekend.

## **SECTION 4.2 VACATION**

**4.2.1** Vacation shall accrue at the rate of 0.83 days per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1 for the entire calendar year. No vacation shall be taken during the Probation period except with written approval of the Town Manager or designee.

**4.2.2** Ten (10) days of vacation with pay will be advanced to all employees beginning January 1 after their employment.

**4.2.3** Fifteen (15) days of vacation with pay will be advanced to all employees beginning on the date of completion of their fifth year of continuous service in the department. On January 1 of the year in which the fifth year of continuous service is to be met, the vacation advanced will be ten days earned plus the pro-rated portion of days between ten and fifteen earned that year.

**4.2.3** Twenty (20) days of vacation with pay will be advanced to all employees beginning on the date of completion of their tenth year of continuous service in the department. On January 1 of the year in which the tenth year of continuous service is to be met, the vacation advanced will be fifteen days earned plus the pro-rated portion of days between fifteen and twenty earned that year.

**4.2.4** Twenty-five (25) days of vacation with pay will be advanced to all employees beginning on the date of completion of their twentieth year of continuous service in the department. On

January 1 of the year in which the twentieth year of continuous service is to be met, the vacation advanced will be twenty days earned plus the pro-rated portion of days between twenty and twenty-five earned that year.

4.2.5 Vacations are scheduled under the direction of the Director of Facilities or designee at the convenience of the department.

4.2.6 Vacations must be taken within the calendar year. Vacation carry over must follow the Town Personnel Policies and be approved by the Facilities Director or designee.

4.2.7 If a holiday falls within the vacation period, that day shall not be charged as a vacation day.

4.2.8 No more than two consecutive weeks of vacation may be taken at any one time.

4.2.9 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.

#### **SECTION 4.3 SICK LEAVE**

4.3.1 All full-time employees who have completed the Probation period shall be eligible for payment from accrued sick leave for time absent due to illness, injury or medical appointments that cannot be arranged after regular working hours.

Sick leave shall be accrued on the basis of one (1) day per month of service, beginning on the first day of the month of employment. Unused sick leave shall be accumulated from year to year without limitation.

Up to five (5) days of accrued sick leave may be used by an employee to attend to a spouse, parent, child, immediate family member, or someone who lives in the same household as the employee and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year.

4.3.2 Employees shall be required to submit, upon request of the Town Manager or designee the following as proof of illness or injury(s):

When absence due to illness or injury is for a period of three (3) or more consecutive days, the Town Manager or designee may require a doctor's certificate before an employee may return to work.

An employee who is absent for five (5) consecutive days due to illness or injury 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.

Where the Town Manager or designee has reason to believe that sick leave is being abused, he/she 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.

Failure of an employee to present such satisfactory medical evidence within seven (7) working days after such written request has been made by the Town Manager or his/her designee, but in any event not later than seven (7) working days subsequent to return to work, may, at the discretion of the Town Manager, result in disciplinary action.

Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that he/she has personally examined the employee and shall contain nature of the illness or injury, a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and, the prognosis for the employee's return to work.

4.3.4 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 his/her per diem rate (i.e., up to thirty (30) full days' pay, effective January 1, 2000) calculated at one fifth (1/5) of his/her 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 his/her recall period.

4.3.5 Anything contained in this section to the contrary notwithstanding, the maximum dollar amount that an employee eligible for sick leave buy back may receive is as follows:

Custodian:	\$3,600
Maintenance Worker:	\$4,000

This section 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 buy back.

4.3.6 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 actually used.

4.3.7 A complete and accurate record shall be maintained of each employee setting forth the dates used from his sick leave and the number of his sick leave days remaining. Such record shall be available for inspection by each individual upon reasonable request.

4.3.8 When an employee is out sick he should notify 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 his supervisor informed from day to day so it will be known when to expect the absentee to be back to work.

4.3.9. Sick Leave Bank

4.3.9.1 A "Sick Leave Bank" shall be established and maintained for the purpose of protecting regular full time employees against loss of income due to long term illness or disability.

4.3.9.2 The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from the Union for a three year term, and a total number of committee members which shall provide for one representative of each Union involved plus appointees of the Town Manager equaling one less than the total number of Union representatives.

4.3.9.3 The Sick Leave Bank policy is included in the Town's Personnel Policies and is binding for this bargaining unit.

#### **SECTION 4.4 BEREAVEMENT LEAVE**

4.4.1 An employee shall be eligible to be absent with pay for up to five (5) working days within the seven (7) calendar day period commencing the day of death in the event of the death of his/her mother, father, spouse, or child.

4.4.2 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 his/her 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 Town Manager or designee.

In the event the day of the funeral falls outside the parameters of time set forth in 4.4.1 or 4.4.2, the employee shall be eligible to be absent on such day so as to attend the funeral.

4.4.3 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, Grandparent, Sister-in-law, or Brother-in-law.

4.4.4 The Town Manager may extend the Bereavement leave beyond what is permitted in 4.4.1, 4.4.2 or 4.4.3 for extraordinary circumstances. Such an extension will not set a precedent in any other case, and denial of such request is not subject to appeal.

#### **SECTION 4.5 FLOATING HOLIDAY**

All employees shall be entitled to two (2) days of Floating Holiday leave each calendar year for matters which necessitate their presence and which cannot be accomplished outside of work schedule hours. Such leave is to be requested in writing at least 48 hours in advance and approved in advance by the Director. This requirement may be waived by the Director if an emergency situation precludes such notice being given.

#### **SECTION 4.6 LEAVE WITHOUT PAY**

Employees may request leave without pay in writing to the Town Manager or designee no less than forty eight (48) hours prior to the absence. The written request 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.

If such leave is denied, the employee shall be given the opportunity to meet with the Town Manager or designee to discuss the decision. Such decision shall not be arbitrary or capricious nor shall it be subject to grievance or challenge.

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 5 - Union Business**

### **SECTION 5.1 AGENCY FEE**

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, shall be required, as a condition of employment, to pay to AFSCME, Council 93, Local 1703, on or after the thirtieth (30<sup>th</sup>) 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.

AFSCME, Council 93, Local 1703 shall indemnify and save harmless the 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 Town in connection with this Section.

## Appendix A – License Requirements

**Carpenters (Steps 4-7):** Must hold and be able to furnish a copy of a current **Construction Supervisor (Unrestricted) license** in the Commonwealth of Massachusetts

**Electrician (all Steps):** Must hold and be able to furnish a copy of a current **Electrician license** in the Commonwealth of Massachusetts.

**Plumber (all Steps):** Must hold and be able to furnish a copy of a current **Plumber license** in the Commonwealth of Massachusetts

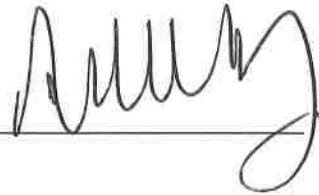
# SIGNATURE PAGE

FOR LOCAL 1703, READING FACILITIES  
MAINTENANCE WORKERS AND TOWN

FOR THE TOWN OF READING  
TOWN MANAGER

CUSTODIANS:

  
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Date: 2/6/22

Date: 2/6/2022