

AGREEMENT
BETWEEN
TOWN OF READING
AND
LOCAL 1703, READING FACILITIES MAINTENANCE
WORKERS AND TOWN CUSTODIANS



EFFECTIVE: JULY 1, 2017

EXPIRING: JUNE 30, 2018

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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 "the Town" or "the Municipal Employer", acting by and through its Board of Selectmen, 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 Municipal Employer; 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:

SECTION 1 – GENERAL CONDITIONS

ARTICLE 1.1 RECOGNITION

The Town, acting in and through its Board of Selectmen, 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.

ARTICLE 1.2 DURATION

This contract shall be effective as of July 1, 2017 and shall remain in full force until June 30, 2018 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.

ARTICLE 1.3 MANAGEMENT RIGHTS

Neither the Municipal Employer nor its Board of Selectmen 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 Municipal Employer 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.

ARTICLE 1.4 STABILITY OF AGREEMENT

1.4.1. 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.

1.4.2. The failure of the Municipal Employer 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 Municipal Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

1.4.3. 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.

1.4.4. 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.

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

ARTICLE 1.5 EQUAL OPPORTUNITY EMPLOYER

The Municipal Employer and the Union will not discriminate in any way against employees or members of the public based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status, or any other characteristic protected by local, state or federal law. The Town of Reading provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics or any other characteristics protected by local state or federal law. In addition to federal law requirements, the Town of Reading complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

ARTICLE 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 Municipal Employer, 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 Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

1.6.4. The Municipal Employer 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 Municipal Employer 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.

ARTICLE 1.7 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is the declared objective of the Municipal Employer and the Union to provide for the prompt resolution of grievances.

Section 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.

Section 3. 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:

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

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 Municipal Employer and Union.

Section 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 employees written consent.

Section 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 Municipal Employer and the Union. The Arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement nor shall the arbitrator have jurisdiction in any case submitted to arbitration to effect in any way, directly or indirectly, any decision or in any other manner, the right and responsibility of the Municipal Employer 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 Municipal Employer agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent any employees in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Section 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 Municipal Employer 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 1.8 DISCIPLINE & DISCHARGE

The Municipal 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, and

ARTICLE 1.9 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 2 – OPERATION OF THE DEPARTMENT

ARTICLE 2.1 OPERATION OF THE DEPARTMENT

Section 1. The normal work week shall consist of forty (40) hours, Monday through Friday. The normal work day for town custodians and maintenance employees 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.

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. The normal day shift hours for maintenance employees are 7:00 a.m. to 3:30 p.m. Second or third shift custodians will be scheduled for an eight (8) hour period daily in the afternoon and evening.

Section 2. The Town Manager, or his/her 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 Town Manager, or his/her 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 effect (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 Town Manager, or his/her designee, after (1) giving written notice to the Union, as aforementioned, and (2) meeting with the Union to discuss the change.

Section 3. 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 4.1 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 Town Manager will make a final non-grievable decision.

Section 4. In the event 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 5. A coffee break (not to exceed ten (10) minutes away from work) is allowed on work days 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.

Section 6. 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.

Section 7. 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 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.

Section 8. Summer work hours, defined as regular day shift hours, shall remain status quo, unless the Town Manager decides that it is necessary for a particular employee to work their regular evening shift. For employees hired prior to July 1, 2005, such continuation of normal evening hours during the summer shall be voluntary.

Section 9. When school, town, or outside events occur at a school, second shift 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.

Section 10. 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.

ARTICLE 2.2 EVALUATION

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 his 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 his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 2.3 PROBATIONARY EMPLOYEES

Each new Town Custodian and each Town Custodian hired after a break in service shall be considered as a probationary employee, except as hereinafter provided, until he/she shall have actually worked one hundred and eighty (180) school days.

Each new Town Maintenance Worker and each Town Maintenance Worker hired after a break in service shall be considered as a probationary employee, except as hereinafter provided, until he/she shall have actually worked for six months.

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 Town Manager, and such action shall not be subject to challenge.

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.

ARTICLE 2.4 JOB POSTING, SENIORITY AND REDUCTION IN FORCE

Section 1. 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) 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.

Section 2. 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 readvertise the position.

Section 3. 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.

Section 4. "Qualifications" as used herein shall include ability, evaluations, work record, experience, attendance.

Section 5. Evaluation under this Article shall be performed by the principal or his/her designated supervisor consistent with the evaluation language contained in Article 18. The evaluation form to be utilized shall be a form that the parties have reviewed and negotiated.

Section 6. An employee may grieve his/her 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, 3 or 4 shall be subject to the present scope of review set forth in Article 1.8 Grievance.

Section 7. "Seniority" as used herein shall mean an employee length of continuous service in the Town of Reading Facilities Department dating from his/her most recent date of hire, except as provided in Article 2.3 (Probationary Employee).

Section 8. Reduction in Force:

- A. In the event that the Town of Reading 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 Town of Reading 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 Town of Reading 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 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 Town of Reading 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 9. Transfers

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

1. Voluntary Transfers

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. Involuntary Transfers

- a. When transfers of custodians are necessary, volunteers will be transferred first, on approval of the Town Manager or his 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, 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.
- c. Notice of intent to transfer shall be given to custodians in writing. Any custodian to be involuntarily transferred shall, if requested, meet with the Town Manager, 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.

ARTICLE 2.5 SUBCONTRACTING

The Municipal Employer has the right to subcontract out bargaining unit work. The Municipal Employer 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.

SECTION 3 – COMPENSATION

ARTICLE 3.1 WAGES

The Wage Table is shown as Appendix A.

(a) Upon reaching twenty-five (25) years of service, custodians will be advanced from Custodian I to Custodian II.

(b) To be paid to licensed maintenance employees hired to perform work requiring the specific licensure which the employee holds.

1. The Union recognizes that the existence of any of the following factors would justify the Municipal Employer, 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
2. 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 annually increments shall be in the amount of the increments applicable to the particular job classification as indicated in the job schedule.
3. 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.
4. 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 3.2 LONGEVITY PAY

Effective July 1, 2017 there is no Longevity Pay.

Previously eligible bargaining unit employees were paid a lump sum to buyout remaining payments. Note that this second paragraph under Article 3.2 will be removed from future contracts without further negotiations.

ARTICLE 3.3 UNIFORMS

Section 1. Each Fiscal Year, the Administration will provide a credit to each employee, toward the purchase of approved clothing and shoes from pre-approved vendor(s). The amount of the credit shall be \$540 for custodial employees and \$660 for maintenance staff. The amount will be paid as a stipend in one of the first three bi-weekly payrolls of the fiscal year. The Municipal

Employer will arrange for and cover costs related to embroidery or silk screening of the required logo, department information and/or employee name.

Section 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).

Section 3. Cleaning shall be the employee's responsibility.

Section 4. Employees shall be responsible for the uniform, reasonable wear and tear excepted, and shall return the uniform to the Municipal Employer upon termination of their employment for any cause.

Section 5. The Municipal Employer may, at any time, upon written notice to the Union, discontinue the uniform allowance system as provided herein. If so, the Municipal Employer will go back, in the next contract year, to providing uniforms to employees .

Section 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 Town Manager or his/her designee.

ARTICLE 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 Town Manager and upon approval by the Director or his/her designee.
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 or his/her designee.

ARTICLE 3.5 LEAD CUSTODIAN

- A. The role of the Lead Custodian shall be defined by job description
- B. The Lead Custodian shall receive an annual stipend of \$2,000, less appropriate deductions.
- C. The Town Manager, or his/her designee, shall appoint the Lead Custodian. The appointment is not subject to challenge.
- D. The Lead Custodian reports to the Director of Facilities in fulfilling his/her responsibilities as Lead.

SECTION 4 – TIME OFF BENEFITS

ARTICLE 4.1 HOLIDAYS

Section 1. 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's Birthday
President's Day (Third Monday in February)
Patriot's Day (Third Monday in April)
Good Friday, provided it is an approved school holiday
Memorial Day (Last Monday in April)
Independence Day
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving
Christmas Day

Section 2. In the event that Good Friday is not an approved school holiday in a given year, employees shall be granted one floating holiday in lieu of Good Friday for that year.

Section 3. The Traditional "one-half day off before Christmas" will be granted some years under the following schedule:

If Christmas falls on a:

Sunday	No time off
Monday	No time off
Tuesday	Full day off on Monday
Wednesday	Close at 12 Noon on Tuesday
Thursday	Close at 12 Noon on Wednesday
Friday	Close at 12 Noon on Thursday
Saturday	Full day off on Friday

Section 4. 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. In the event that 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 he shall be compensated for the number of hours worked, computed at his regular hourly wage, in addition to his regular pay. It shall be the prerogative of the Municipal Employer to decide which to do.

ARTICLE 4.2 VACATION

Section 1. 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.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. Vacations are scheduled under the direction of the Director of Facilities at the convenience of the department.

Section 6. 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.

Section 7. If a holiday falls within the vacation period, that day shall not be charged as a vacation day.

Section 8. No more than two consecutive weeks of vacation may be taken at any one time.

Section 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.

ARTICLE 4.3 SICK LEAVE

Section 1. 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 the 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.

Section 2. Any unused portion of such leave may be accumulated to a maximum total of one hundred ninety-five (195) days .

Section 3. Employees shall be required to submit, upon request of the Town Manager, or his/her designee, the following as proof of illness or injury(s):

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

- C. An employee who is absent for five (5) consecutive days due to his or her illness or injury or that of a member of his/her 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.
- D. Where the Town Manager or his/her 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.

Section 4.

- A. 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.
- E. Anything contained in this section four 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
Maintenance:	\$4,000
- F. 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 buy back.

Section 5. 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.

Section 6. 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.

Section 7. During the life of this contract the parties agree to discuss various options for disability insurance for member of this association.

Section 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.

ARTICLE 4.4 BEREAVEMENT LEAVE

Section 1. An employee shall be eligible to be absent with pay for up to five (5) days work 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.

Section 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 his/her 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 so as to attend the funeral.

Section 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, grandparents, sister-in-law, or brother-in-law.

Section 4. Subject to the approval of the Town Manager, additional day/s of bereavement leave or days of bereavement leave for individuals not specifically enumerated herein, may be granted.

ARTICLE 4.5 PERSONAL LEAVE

All employees 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 Town Manager or designee. This requirement may be waived by the Town Manager or designee if an emergency situation precludes such notice being given.

ARTICLE 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 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.

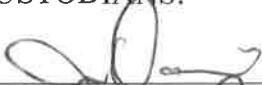
SECTION 5 – UNION BUSINESS


ARTICLE 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 (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.

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.

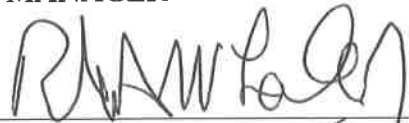
FOR LOCAL 1703, READING FACILITIES
MAINTENANCE EMPLOYEES AND TOWN
CUSTODIANS:






Date: 7-30-17

FOR THE TOWN OF READING
TOWN MANAGER





Date: 7-31-17

APPENDIX A

**GENERAL WAGE SCHEDULES
JULY 1, 2017 to JUNE 30, 2018**

FACILITIES MAINTENANCE WORKERS

	Step 1	Step 2	Step 5	Step 10
Maintenance Workers	\$ 23.70	\$ 24.89	\$ 25.88	\$ 26.92
Licensed Maintenance Workers	\$ 30.35	\$ 31.87	\$ 33.14	\$ 34.47

New schedule for Maintenance Workers

TOWN CUSTODIANS

	Step 1	Step 2	Step 3	Step 4	Step 10	Step 15	Step 20
Custodian 1	\$ 19.37	\$ 19.87	\$ 20.70	\$ 21.08	\$ 21.25	\$ 21.42	\$ 21.58
Custodian 2	\$ 19.77	\$ 20.70	\$ 21.54	\$ 22.12	\$ 22.30	\$ 22.46	\$ 22.62

2% COLA increase for Town Custodians