

*Wachusett Regional School District
and
AFSCME, Council 93, Local 2885 – Custodial Employees*

Agreement Between

Wachusett Regional School District

and

*AFSCME, Council 93, Local 2885 – Custodial
Employees*

July 1, 2019 – June 30, 2022

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PREAMBLE

This Agreement entered into by the Wachusett Regional School District, hereinafter referred to as the Employer, and Local 2885, Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment. The parties to this Agreement understand and agree that each employee's primary responsibility is to endeavor to maintain the safe operation and sound condition of the buildings, grounds, and equipment of the Wachusett Regional School District.

**ARTICLE 1
RECOGNITION**

The Employer recognizes that the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO, hereinafter called the Union, is the exclusive representative of all full time and regular part time custodial and maintenance personnel for the Wachusett Regional School District as described in MCRE-2033, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

For the purposes of this Agreement, the Employer is the Wachusett Regional School District and its designated agents shall include the Superintendent of Schools or designee.

The Superintendent or designee has authority to direct the building custodians to perform tasks relevant to the day to day educational operations of the facility.

**ARTICLE 2
UNION RIGHTS AND RESPONSIBILITIES**

A. *Union Dues Deduction:*

The Employer agrees that during the life of this Agreement, in accordance with the provisions of Chapter 180, Section 17(a) of the General Laws of Massachusetts, it will authorize the District to deduct Union Membership dues from the pay of those employees who authorize such deduction with a completed remittance of the AFSCME Council 93 membership Form provided by the Union to be completed within 30 days of the start of employment. The Employer further agrees to remit the aggregate amount to the Union along with a list of employees who have had said dues deducted.

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B. Discrimination and Coercion:

There shall be no discrimination by the Employer against any employee because of his/her membership or nonmembership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement.

C. Union Representatives:

A written list of the Union steward and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

D. Labor-Management Meetings:

The Union shall designate a standing committee of three employees covered by this Agreement, to meet with the Superintendent or designee from time to time, but not to exceed once a quarter, at the request of either party. Such meetings shall be held at the convenience of both parties, if possible within ten (10) working days from the date upon which such request is received.

E. Access to Premises:

The Employer agrees, with the approval of the superintendent or designee, to permit representatives of the AFL-CIO, Council 93, Local 2885, to enter the premises at reasonable times for individual discussions of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, or the educational purposes of the Wachusett Regional School District.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this Agreement. Such rights will not be used for the purpose of discrimination against any employee whether or not a member of the Union. Nothing in this Agreement will prohibit the Employer from contracting for services outside of the bargaining unit. All the functions, powers, rights, and duties which the Employer has not specifically abridged, delegated, granted, or modified by this Agreement are recognized by the Union as being retained by the Employer. Notwithstanding any language to the contrary, the District retains the sole and exclusive right to determine the supervisory chain of command for members of the Union. Any change to such chain of command shall be communicated, in writing, to the Union in a reasonable amount of time prior to the change becoming effective. The use of the district's discretion, where applicable, shall not be subject to the grievance and arbitration procedure detailed in this Agreement.

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ARTICLE 4
NO STRIKE - NO LOCKOUT

There shall be no strikes, work stoppages, interruptions or impeding of work, or disruption of the normal quality of work. No employee or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in such activities.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, interruption or impeding of work, or disruption of the normal quality of work, the Union shall, forthwith, publicly disavow any such action(s) and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate such activity and return to work forthwith. Any strike, work stoppage, interruption or impeding of work or disruption of the normal quality of work shall be grounds for dismissal of any individual participating therein.

The Employer agrees that there will be no lockout of employees.

ARTICLE 5
JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place in each building, listing the pay, duties, shifts, and necessary qualifications. Copies of bargaining unit postings will be sent to the Union President. This notice shall remain posted for at least seven (7) workdays. Interested employees shall apply in writing within the posting period. Three (3) bargaining unit members who meet the minimum entrance requirements will be given an interview. The Employer will award the position to the applicant who has seniority and is the most qualified to fill the requirement of the job, as determined by the District.

A successful applicant, with the exception of applicants for the position of head custodian, shall be given a sixty-day trial and training period in the new position at the applicable rate of pay. A successful applicant for the position of head custodian shall be given a six-month trial and training period. This period may be extended an additional six months by the District in its sole and exclusive discretion and such extension is not subject to the grievance and arbitration procedures contained herein. If at the end of the trial and training period, the Employer determines that the employee is not qualified to perform the work of the new position, he/she shall be returned to his/her previous position and rate of pay if possible, or an equivalent position and rate of pay.

It is mutually agreed between the parties that if, in the sole and exclusive discretion of the Employer, the exercise of such discretion is not subject to the grievance and arbitration procedure contained herein, no applicant is acceptable, the Employer may fill the position from outside the bargaining unit.

No employee in a probationary period may exercise seniority for job bidding purposes.

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**ARTICLE 6
GRIEVANCE PROCEDURE**

A. Purpose:

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues that may arise from time to time with respect to the provisions of this Agreement.

A member of the union who feels aggrieved shall attempt to resolve the issue through administrative channels before following the grievance procedure outlined below.

B. Definitions:

1. A **grievance** is a claim that a specific provision of this *Agreement* has been misapplied or misinterpreted.
2. An **aggrieved person** is the member or members of the union making the claim.
3. A **party in interest** is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or its resolution.
4. The term **days** means work days.
5. Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section(s) of the *Agreement* that is being or has been misapplied or misinterpreted, the nature of such misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission that is subject of the grievance.

C. Informal Procedure:

A member of the union with a grievance shall have the right to discuss it with his/her immediate supervisor, accompanied by one member of the union if he/she chooses, with the objective of resolving the matter informally.

D. Formal Procedure:

Level One:

If the aggrieved person is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to his/her immediate supervisor accompanied by one member of the union. Such grievance shall be in writing and conform to the requirements of filing detailed in paragraph 5

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of section B of this Article, as outlined above. The supervisor shall have five (5) days from the date of the grievance presentation to render a decision.

Level Two:

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to a Custodial Grievance Resolution Committee (hereinafter referred to as the C.G.R.C.). Such appeal must be filed within ten (10) school days after the written decision was due at Level One. Said C.G.R.C. shall meet within ten (10) school days after the grievance is referred to Level Two.

The C.G.R.C. shall consist of three (3) full time bargaining unit members chosen by the union and three (3) members of the District's Administrative Cabinet selected by the Superintendent, no two members on either side shall be from the same work location and/or department. Whenever possible, no representative from either side should be from the same work location. The nonvoting co-conveners of the C.G.R.C. shall be the Staff Representative and the Superintendent or their designees.

The C.G.R.C. shall investigate the grievance and attempt to achieve a resolution. Decisions of the C.G.R.C. shall be by agreement of four (4) or more members of the C.G.R.C., providing equal representation, voting by secret ballot. Decisions of the C.G.R.C. shall be final and binding upon all parties for that particular grievance on a no precedent basis. The C.G.R.C. is not confined to accepting or rejecting the requested remedy of the grievant(s). The C.G.R.C. may determine by majority vote of its members a mediated settlement to the grievance, which would be binding, but not precedent setting on all parties.

Level Three:

If the grievance is not resolved at Level One or no decision is rendered at Level Two, or if no decision is rendered within the time prescribed above, the aggrieved person may forward his/her grievance within five days of which a decision was due at Level One to the Superintendent of Schools or the date on which a decision was due at Level Two. The Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance within ten days after the grievance was forwarded to Level Three. The aggrieved person may be represented by one member of the union. The Superintendent or his/her designee shall have ten (10) days to render a decision on the grievance.

Level Four:

If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the hearing at Level Three, the aggrieved person may request the union to submit his/her grievance to arbitration; provided, however, that such request shall be in writing and shall be made within five days of the date on which a decision at Level Three was due. Within fifteen (15) days of receiving the request, the union shall decide whether to submit the grievance to arbitration. If the union decides to submit the grievance to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of notification, the District and the union shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time specified, the matter shall be referred to the American Arbitration Association to be arbitrated in accordance with their current rules. The decision of the

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arbitrator shall be final and binding. If possible, the arbitrator's decision shall be submitted within thirty (30) days from the date the hearing is completed. The costs of the arbitrator shall be shared equally by the District and the union, including per diem expense, if any, and actual and necessary travel and subsistence expenses. The arbitrator's award shall be in writing and shall set forth findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any part of this *Agreement*.

E. Miscellaneous:

1. The District and the union agree that these proceedings shall be kept as informal and confidential as possible.
2. By mutual agreement, the parties may extend any of the time limits delineated in this Article.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered as acceptance by the aggrieved person of the decision rendered, and such decision shall thereafter be binding upon the association.
4. Forms for filing and processing grievances shall be prepared by the District and distributed to the union so as to facilitate operation of the grievance procedure.
5. All decisions required by the formal procedure outlined above shall be in writing setting forth the decision and the reason therefore.
6. The aggrieved person(s) shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
7. The parties may utilize the services of a bona fide professional consultant at Levels Two and Three of this procedure.

**ARTICLE 7
DISCHARGE AND DISCIPLINE**

Disciplinary actions shall include, but not be limited to the following measures: verbal reprimand, written reprimand, demotion, suspension, and discharge for good cause. Good cause shall be defined as any ground which is put forward by the employer in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the employer's task of building up and maintaining an efficient school system. The employer shall determine the severity of the discipline in any given instance. The parties recognize that there are actions or inactions that require more severe discipline in the first instance.

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In the event an employee is demoted, suspended, or discharged, the employee shall be given a written statement of the reasons therefore at the time of or prior to the effective date of such demotion, suspension, or discharge.

Any disciplinary action involving demotion, suspension, or discharge may be made the subject of a grievance, provided the grievance is submitted within five (5) working days of the effective date of such demotion, suspension, discharge, or knowledge thereof. Such grievances shall be processed in accordance with the grievance and arbitration procedure contained herein, except that they shall begin at level 3.

**ARTICLE 8
SENIORITY**

Seniority shall be considered the length of an employee's continuous service in the Wachusett Regional School District and its predecessor(s). Inverse seniority shall be applied in all cases of layoff or decrease of the work force. In the event of a layoff or decrease in the work force, any member in a higher classification who is impacted by a layoff shall have the ability to bump a less senior member in a lower classification, provided, however, that the member be paid at the level of the lower classification. Approved leaves of absence, disability, or layoff shall not be considered a break in service, but the period of such absence shall not be counted in determining continuous service. Continuous service means full time and uninterrupted service with the Employer as determined by the Employer's personnel records.

Seniority shall govern in cases of layoff, recall from layoff, or decrease of the work force. Seniority shall be a consideration, within building, when determining shift work, days off, and vacation periods. The district retains the authority to make such assignments based upon district needs.

In cases of appointment, promotion, transfer, or increase of the work force, the Employer shall decide based on its best judgment as to the applicant's ability to fill the requirements of the job.

Seniority shall be forfeited under any of the following conditions:

1. If the employee quits, resigns, or retires.
2. If the employee is discharged.
3. If the employee fails to report to work at the end of a leave of absence.
4. If the employee fails to return when recalled under the provisions of this Article.
5. If the employee is absent without notification for seventy-two (72) hours he/she will be terminated with no recourse against the district and/or the Union.

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ARTICLE 9
HOURS OF WORK

The normal work week shall consist of five (5) days between Monday and Saturday.

The normal work day shall consist of eight and one-half (8 ½) hours with a thirty-minute unpaid lunch period within a twenty-four hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times, which may be changed by not more than two (2) hours with five (5) days' notice, and/or by mutual agreement. The notice requirement may be waived in emergency situations.

Vacancies, if to be filled at the employer's sole discretion, shall have hours set at the time of posting.

Employees who, at the request of the Employer or with its approval, work beyond their scheduled time into the next shift shall receive an unpaid meal break, not to exceed thirty (30) minutes, at the option of the employer.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one half shift to be scheduled by the Employer with input from the member of the bargaining unit.

ARTICLE 10
OVERTIME AND REPORTING PAY

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate of pay for work in excess of eight (8) hours worked in one day, or forty (40) hours worked in one week.

The employer will make every reasonable effort to equally and impartially offer overtime work among employees in each area who ordinarily perform such work or related work in the normal course of their work week. When an insufficient number of volunteers are available, the employer may assign overtime by rotation, starting with inverse seniority.

The Employer reserves the right at all times to determine what kinds of skills may be required to accomplish a particular job.

When, in the case of emergency, it is necessary to call in employees from areas other than the area which normally performs such work, they shall be released from the emergency work first when the workload lessens.

In case of emergency, as determined by the Employer, an employee may be required to work overtime. In the event of emergency or other circumstances requiring unplanned overtime work, the Employer reserves the right to assign overtime as it shall judge to be in the best interest of the schools.

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All employees shall accept scheduled overtime assignments if they are given twenty-four (24) hours notice.

Any employee called back to work after he/she has completed his/her assigned work shift and left his/her place of employment, and before his/her next regularly scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall for a minimum of three (3) hours. This minimum amount shall not apply when an employee works extra hours that merge into his/her regular work shift. Compensation under this Article is not available when an employee is called in to report to duty before the start of his/her regularly-scheduled shift, and he/she works until the regular shift commences. Compensation under this Article is not available when an employee is held over to work after the completion of his/her regular shift.

Whenever scheduled by the Employer, a minimum of three (3) hours at time and one-half on each occasion shall be paid for building checks on Saturdays, Sundays, and holidays.

All work performed on Sundays, with the exception of building checks and voluntary Sunday work, and district functions shall be paid at the rate of two (2) times the regular rate of pay. All work on Saturday shall be paid at time and one-half.

**ARTICLE 11
WORKING IN A HIGHER CLASSIFICATION**

When an employee covered by this Agreement is working in the capacity of a higher graded position, his/her hourly rate shall increase \$.75 for each hour worked over present salary if assigned to work out of classification for a full day. The Employer shall determine when an employee is to work outside of his/her classification. A member who normally works on second shift who is assigned to work out of classification on the first shift, shall retain the night differential, in addition to the out of classification stipend.

The member of the bargaining unit shall receive regular compensation while performing duties at or below his/her position.

**ARTICLE 12
HOLIDAYS**

New Years Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day

Payment for a holiday shall be made only if the eligible employee shall have worked on his/her last regularly scheduled day prior to such holiday and on his/her next regularly scheduled day following the holiday, or the employee is on paid status.

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Holiday pay shall be eight (8) hours at the straight time rate, pro-rated for less than full-time employees.

If a holiday occurs within any employee's vacation period, he/she shall receive one (1) additional vacation day.

Any employee required to work on a holiday shall receive in addition to his/her regular pay, an amount equal to one and one-half (1 ½) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to three (3) hours at the one and one-half (1 ½) times his/her regular rate.

Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. Should a holiday fall on a Sunday, the succeeding Monday shall be observed as the holiday. Said holidays to be treated as floating holidays if school is in session.

ARTICLE 13
VACATION

The vacation year shall be the period July 1 - June 30. Each employee, upon initial employment and prior to July 1 during their first year of employment shall be credited with five-sixths (5/6) a day of vacation pay, and then shall be credited with vacation leave as follows:

- 2 weeks - after one (1) year of continuous employment
- 3 weeks - after five (5) years of continuous employment
- 4 weeks - after ten (10) years of continuous employment
- 5 weeks - after fifteen (15) years of continuous employment

On the 1st, 5th, 10th, and 15th anniversary, employees shall receive this extra week to be used in that fiscal year, if possible.

Upon termination of employment, the employee shall receive payment equal to vacation pay he would have received, had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary. Employees hired after July 1, 2017, will have their vacation award prorated upon their termination.

Any employee receiving six (6) weeks of vacation may continue to receive six (6) weeks until termination of service in the district. No employee not currently receiving six (6) week may become eligible for this benefit.

Vacations must be taken and shall not accumulate.

Vacation schedules for employees covered by the Agreement shall be established by mutual agreement between the Employer and the employee, where possible. The final determination of vacation

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schedules rests with the Employer. The Employer reserves the right to close the District for periods of time on an annual basis during which time employees shall use his/her vacation time unless otherwise provided for by the Employer prior to such shutdown. Such closures will be made only after notice is given to effected employees.

**ARTICLE 14
SICK LEAVE**

An employee, shall earn sick leave at the rate of one and one-quarter (1 ¼) days for each full month of actual service, provided such leave is caused by sickness or injury.

An employee, who must be absent on account of sickness or injury, shall notify his/her supervisor as early as possible before the starting time of his/her shift on each day of absence. For illness of a member of the member's immediate family, residing in the same household, which necessitates the member's absence from school, up to five (5) days per year may be charged to the member's personal sick leave.

Sick leave shall begin on the day notification of the illness is given by the employee, his family, or his physician.

An employee shall be credited with the unused portion of sick leave granted above up to a maximum of 175 days. Such credit may only be used for sick leave in case of sickness or injury. An employee who has exhausted his/her accumulated sick leave, and vacation, may make application, in writing, for additional allowance of sick leave. Such additional allowance with or without pay may be authorized by the Superintendent or designee, in his/her sole and exclusive discretion. Additional allowance approved by the Superintendent or designee shall be at the rate of \$6.00 per hour. Accumulated leave prior to July 1, 1996 shall be credited to the employee.

The Superintendent or designee may require a medical examination of any employee claiming leave under this Article provided that the employee has had five (5) or more days of absence non-consecutive in any contract year. Such examination will be at the expense of the Employer by a physician selected by it.

The Employer shall provide annual notification of remaining sick leave to each employee covered by this Agreement.

Any employee who has reached the maximum gross sick leave accrual allowed by this Article shall be credited with the contractual number of days of sick leave as above on July 1 of each year and shall be allowed to utilize such time within said work year. No days beyond the maximum accrual may be carried into any succeeding work year.

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**ARTICLE 15
OTHER LEAVES**

Each employee shall be entitled to up to three (3) days of personal leave, with prior approval of the Superintendent or designee, at full pay each year for the purposes of conducting personal business which must be conducted during regular school hours. A request must be made to the Superintendent or designee at least twenty –four (24) hours in advance of the day on which the leave is to be taken. Such request must include the reason for the leave, one (1) of the personal days does not require a reason for the leave.. In cases of emergency, this requirement may be waived. If an employee has utilized his/her three personal days and has a unique situation that would require further personal days, he/she may make a petition, through the Union, to the Superintendent for an extension of personal days beyond the three (3) day allotment.

In the event of the death of a member of an employee’s immediate family (e.g., husband, wife, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent or grandchild) the employee will be allowed to take his/her bereavement days listed above. The first five bereavement days are at full pay.

Employees will be granted one (1) day at full pay on the death of an aunt, uncle, niece, nephew who lives at an address other than the employee’s.

**ARTICLE 16
MILITARY LEAVE**

An employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference between compensation regarding official government records, and his/her regular compensation; provided that seventeen (17) days in any twelve (12) month period, and shall not include payment to members of the Armed Forces Reserve or the National Guard who may be mobilized during an emergency.

**ARTICLE 17
LEAVES OF ABSENCE**

Leaves of absence without pay may be granted at the discretion of the Superintendent or designee. Such leave of absence will not break service, but shall not be counted in seniority. Previously accumulated sick leave credits shall be restored to employees returning from approved leaves of absence.

During the period of such leave, the employee shall not continue to accumulate leave benefits and shall be responsible for the full payment of his/her insurance coverage.

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**ARTICLE 18
JURY DUTY**

In accordance with Chapter 234A of the Massachusetts General Laws, any employee required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

**ARTICLE 19
COMPENSATION FOR TRAVEL**

Employee using their personal vehicles for authorized school business, that has received prior approval, shall be reimbursed at a rate commensurate with the rate approved by the Internal Revenue Service for reimbursement.

**ARTICLE 20
EDUCATIONAL ASSISTANCE**

If the district requires additional or special training of any member of the Union, the district shall pay all associated costs for such training.

**ARTICLE 21
UNIFORMS AND PROTECTIVE CLOTHING**

The District agrees to provide each employee covered by this agreement, who has completed at least six (6) months of service to the District, a clothing allowance of \$250 total for uniforms, sweatshirts (with District insignia), foul/winter weather gear to include jackets, gloves, and hats. The District also agrees to provide each employee as referenced above with a \$150 work shoe allowance. The employee will be reimbursed by the District upon presentation of a receipt for foul/winter weather gear and work shoes. Uniforms will continue to be purchased by the District upon request of the employee and be part of the \$250 clothing allowance. No remaining funds will carry forward to the next fiscal year.

**ARTICLE 22
EQUIPMENT**

The Employer shall provide all necessary tools and equipment necessary to perform the work.

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ARTICLE 23
BULLETIN BOARDS AND ANNOUNCEMENTS

Bulletin boards and announcements shall be posted in a conspicuous place in each building. Both parties to this Agreement may use the bulletin board for notices of a routine nature. Both parties agree it would be improper to post denunciatory, inflammatory written material on such bulletin boards.

ARTICLE 24
UNION USE OF FACILITIES

With the prior approval of the Superintendent or designee, the Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, Local 2885, to use the school facilities on non-working, non-school hours for purposes of meetings of the membership. The employees shall be responsible for preparation, follow-up cleaning of the area, and any cost incurred by the District for use of facility.

ARTICLE 25
FAMILY AND MEDICAL LEAVE/SMALL NECESSITIES LEAVE

Up to twelve (12) weeks of leave may be granted to eligible employees for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act of 1993, and the Wachusett Regional School District FMLA policy and procedure.

Up to twenty-four (24) hours of leave may be granted to eligible employees for purposes in accordance with the Small Necessities Leave Act and the Wachusett Regional School District policy and procedure on same. FMLA leave and Small Necessities Leave may be the same and there shall be no additional leave if either is utilized.

The benefit period for these leaves shall be a rolling one-year period that begins with the individual employee's first use of such leave and runs for twelve months thereafter.

Employees may retain any personal leave and up to one (1) week of vacation from any required exhaustion of benefits prior to going on unpaid leave.

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**ARTICLE 26
WAGES**

Effective July, 2019, the members of the bargaining unit shall be paid on the following salary schedule:

FY 20 (2.0% Increase) July 1, 2019						
Step	Level I (Janitor)	Level II (Senior Custodian)	Level III (Maintenance Custodian)	Level IV (Head Custodian)	Level V (Head Custodian)	Level VI (Head Custodian)
1		\$17.23	\$18.53	\$20.45	\$23.09	\$17.55
2		\$17.78	\$19.09	\$21.05	\$23.84	\$18.86
3		\$18.33	\$19.68	\$21.73	\$24.56	\$20.29
4		\$18.89	\$20.29	\$22.38	\$25.32	\$21.82
5		\$19.47	\$20.91	\$23.07	\$26.10	\$23.46
6		\$20.08	\$21.56	\$23.82	\$26.92	\$25.21
7		\$20.72	\$22.25	\$24.54	\$27.74	\$27.14
8		\$21.34	\$22.91	\$25.30	\$28.60	\$29.17
9		\$22.00	\$23.62	\$26.08	\$29.50	\$31.56
10		\$22.67	\$24.34	\$26.87	\$30.37	\$32.29

Effective July, 2020, the members of the bargaining unit shall be paid on the following salary schedule.

FY21 (2 % Increase July 1, 2020)						
Step	Level I (Janitor)	Level II (Senior Custodian)	Level III (Maintenance Custodian)	Level IV (Head Custodian)	Level V (Head Custodian)	Level VI (Head Custodian)
1		\$17.57	\$18.90	\$20.86	\$23.55	\$17.90
2		\$18.14	\$19.47	\$21.47	\$24.32	\$19.24
3		\$18.70	\$20.07	\$22.16	\$25.05	\$20.70
4		\$19.27	\$20.70	\$22.83	\$25.83	\$22.26
5		\$19.86	\$21.33	\$23.53	\$26.62	\$23.93
6		\$20.48	\$21.99	\$24.30	\$27.46	\$25.71
7		\$21.13	\$22.69	\$25.03	\$28.29	\$27.68
8		\$21.77	\$23.37	\$25.81	\$29.17	\$29.75
9		\$22.44	\$24.09	\$26.60	\$30.09	\$32.19
10		\$23.12	\$24.83	\$27.41	\$30.98	\$32.94

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Effective July, 2021, the members of the bargaining unit shall be paid on the following salary schedule.

FY22 (2 % Increase July 1, 2020)						
Step	Level I (Janitor)	Level II (Senior Custodian)	Level III (Maintenance Custodian)	Level IV (Head Custodian)	Level V (Head Custodian)	Level VI (Head Custodian)
1		\$17.92	\$19.28	\$21.28	\$24.02	\$18.26
2		\$18.50	\$19.86	\$21.90	\$24.81	\$19.62
3		\$19.07	\$20.47	\$22.60	\$25.55	\$21.11
4		\$19.65	\$21.11	\$23.29	\$26.35	\$22.71
5		\$20.26	\$21.76	\$24.00	\$27.15	\$24.41
6		\$20.89	\$22.43	\$24.79	\$28.00	\$26.22
7		\$21.55	\$23.14	\$25.53	\$28.86	\$28.23
8		\$22.21	\$23.84	\$26.33	\$29.75	\$30.34
9		\$22.89	\$24.57	\$27.13	\$30.69	\$32.83
10		\$23.58	\$25.33	\$27.96	\$31.60	\$33.60

1. Working out of grade pay shall be an additional \$.75 per hour stipend if working for the entire work day, on the first day of such work.

²Custodian IV is for Elementary and Middle Schools, including Dawson, Davis Hill, Mayo, Naquag, Central Tree, Paxton Center and Thomas Prince. Custodian IV is also for the Night Supervisor at Houghton/Chocksett.

³Custodian V is for Head Custodians at Mountview, Houghton/Chocksett, and the Night Supervisor at W.R.H.S.

⁴Custodian VI is for the Head Custodian at Wachusett Regional High School.

**ARTICLE 27
RETIREMENT BENEFIT**

Members of the bargaining unit who retire from the District may participate in its group health insurance program as defined by the PEC Agreement.

**ARTICLE 28
ATTENDANCE INCENTIVE**

Effective July 1, 2019, an employee who utilizes no sick leave for the fiscal year will receive a payment of \$700; an employee who utilizes two or fewer days will receive a payment of \$500; an employee who utilizes five or fewer days will receive a payment of \$300.

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**ARTICLE 29
NIGHT DIFFERENTIAL**

All employees who work a regular shift that begins at or after 2:00 p.m. and ends on or before 7:00 a.m. shall be paid a night differential of 3.5%. Should it be necessary to waive the notification process of Article 9 - Hours of Work and request that a Custodian who normally works a shift eligible for night differential to report to work early, the Custodian will receive the night differential for all hours worked on the revised shift. It is understood that this provision does not apply to school recess shift assignments.

**ARTICLE 30
LONGEVITY**

Effective July 1, 2019, fulltime members who have completed ten years of continuous service in the District on/or before June 30, will be eligible for an annual service recognition payment of \$300. This payment will be pro-rated for part-time staff. These payments will be made in July, 2019, July, 2020, and July, 2021 and end with the expiration of this contract.

**ARTICLE 31
GROUP INSURANCE PROGRAMS**

Health, Dental, disability(long-term) and vision insurance shall be provided in conformance with the PEC agreement.

**ARTICLE 32
DURATION**

This Agreement shall become effective July 1, 2019 and shall continue in full force and effect until June 30, 2022. Thereafter, it shall automatically renew itself in one year terms unless either party shall notify the other, in writing, of intention to negotiate a successor Agreement by October 1 of the year preceding termination. Following such notification, the parties shall meet and shall continue to make themselves available at convenient times and places for the purpose of negotiating a successor Agreement.

**ARTICLE 33
COPIES OF CONTRACT**

The employer shall provide each unit member with a copy of this agreement and three (3) copies to the exclusive representative. The employer further agrees to provide the Union with a copy of this contract electronically.

**ARTICLE 34
PARENTAL LEAVE**

A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for a parental leave, as described in the sections below of this article, if the member of the bargaining unit provides to the Superintendent or his/her

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designee written notice at two (2) weeks in advance of the expected departure date and of the intention to return to the employment in the system.

1. Parental Leave, Pursuant to MGL Chapter 149, Section 105D each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purposes of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.

- a. Accumulated sick leave may be applied to those days during the parental leave period for which the female's attending physician certifies that she is disabled and unable to work
- b. In cases of miscarriage or stillbirth, the employee may return earlier than originally intended by so notifying the Superintendent or his/her designee.

**ARTICLE 35
MULTIPLE BUILDING ASSIGNMENTS**

Whenever a Head Custodian is assigned supervisory responsibility for two distinct District facilities that are not located on the same campus or site, he/she shall receive a five percent (5%) adjustment to his/her base hourly rate for the period of such assignment. This adjustment shall be effective immediately if the assignment is for longer than 30 days. If the assignment is temporary, the adjustment will become effective on the 31st day of such assignment retroactive to the first day of assignment.

**ARTICLE 36
LEAVE FOR UNION PRESIDENT**

The Union President will receive a leave of absence without pay for one week per fiscal year subject to at least two weeks' notice to permit the President to attend the annual training.

ARTICLE 37 MISCELLANEOUS

The District will work with the Union to implement their PEOPLE deduction for Union members who choose to make this contribution. PEOPLE stands for Public Employees Organized to Promote Legislative Equality. This is a Union PAC.

The District and the Union agree to work on a professional development program that will be designed to enhance the skills of staff and worker safety in District schools.

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**ARTICLE 38
COMPLETE AGREEMENT**

This contract represents the entire agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date.

IN WITNESS WHEREOF, we affix our signature this _____ day of _____ 2019.

Wachusett Regional School District:

AFSCME, Council 93



Kenneth Mills
Chair, Wachusett Regional School Committee




Matthew Sullivan
President, AFSCME, Council 93, Local 2885

Date 6/10/19

Date 5/21/19



Darryll McCall, Ed.D.
Superintendent of Schools



Representative
AFSCME Council 93

Date

5/30/19

Date