

Agreement between the
CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT
and
LOCAL 204, COUNCIL 93, AFSCME (AFL-CIO)

July 1, 2023 – June 30, 2026

Custodial Contract

TABLE OF CONTENTS

	Page
ARTICLE 1 – RECOGNITION	2
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – NON-DISCRIMINATION	3
ARTICLE 4 – UNION DUES	3
ARTICLE 5 – AGENCY SERVICE FEE	3
ARTICLE 6 – SENIORITY	4
ARTICLE 7 – JOB SECURITY	4
ARTICLE 8 – VACANCIES	5
ARTICLE 9 – HOURS OF WORK	6
ARTICLE 10 – PROBATIONARY PERIOD	6
ARTICLE 11 – LAYOFFS	6
ARTICLE 12 – PAYCHECKS	7
ARTICLE 13 – MILITARY LEAVE	7
ARTICLE 14 – FAMILY LEAVE	7
ARTICLE 15 – JURY PAY	7
ARTICLE 16 – BEREAVEMENT LEAVE	8
ARTICLE 17 – PERSONAL LEAVE	8
ARTICLE 18 – PART-TIME EMPLOYEES	8
ARTICLE 19 – HEALTH AND WELFARE	9
ARTICLE 20 – HOLIDAYS	10
ARTICLE 21 – TRANSFERS	10
ARTICLE 22 – UNION REPRESENTATIVES	11
ARTICLE 23 – GRIEVANCE PROCEDURE	11
ARTICLE 24 – CLASSIFICATION AND HOURLY RATES	13
ARTICLE 25 – SHIFT DIFFERENTIAL	15
ARTICLE 26 – WORKING OUT OF CLASSIFICATION	15
ARTICLE 27 – OVERTIME	15
ARTICLE 28 – VACATIONS	16
ARTICLE 29 – SICK LEAVE	17
ARTICLE 30 – SCHOOL AND BUILDING FUNCTIONS	18
ARTICLE 31 – COMMUNITY USE OF SCHOOL FACILITIES	18
ARTICLE 32 – BUILDING AND SECURITY CHECKS	18
ARTICLE 33 – CONTRACTING OF WORK	19
ARTICLE 34 – NEGOTIATIONS	19
ARTICLE 35 – TRANSPORTATION	19
ARTICLE 36 – HEAD CUSTODIAN	19
ARTICLE 37 – MISCELLANEOUS PROVISIONS	19
ARTICLE 38 – RECALL	20
ARTICLE 39 – EVALUATION	21
ARTICLE 40 – DURATION	21

PREAMBLE

This agreement, by and between the CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT, hereinafter referred to as the District, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, STATE COUNCIL #93, LOCAL 204, AFL-CIO, hereinafter referred to as the Union.

Each of the parties hereto acknowledges and agrees that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining between the parties hereto, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.

ARTICLE 1 - RECOGNITION

- 1.1 The District recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all employees of the Central Berkshire Regional School District as certified in MCR-829. Specifically, the positions recognized under this Agreement are custodians, light-duty custodians, and groundskeepers.
- 1.2 The District agrees to pay one (1) member of the Union for time lost from work when representing the Union at arbitration proceedings during his or her regularly scheduled working hours.
- 1.3 Union representatives, one at a time, will be allowed reasonable time off with pay during work hours to investigate and settle grievances and said approval will not be unreasonably denied.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union agrees that the District has complete authority over the policies and administration of the Central Berkshire Regional School District, exercisable under the provisions of law and in fulfilling the District's responsibilities under this agreement. It further agrees that the District will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system in all aspects, which sole and exclusive right shall include but not be limited to the right to decide the method of performing its work, the formulation, modification and alteration of work rules for the conduct of its business, to maintain order and efficiency, to hire, lay off, assign, transfer and promote employees, and to determine the starting and quitting time, the number of hours to be worked, and the number and length of shifts to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement. The action of the District with

respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration proceedings unless such action of the District violates an express provision of the articles of this agreement.

ARTICLE 3 – NON-DISCRIMINATION

- 3.1 The Employer agrees that it will not discriminate against any applicant or current employee, either in hiring, discipline, promoting or assigning to positions, or in regard to any other term or condition of employment, because of race, age, color, national origin, religious or political belief, gender, sexual orientation, gender identity, marital status, disability, or union activity.

ARTICLE 4 - UNION DUES

- 4.1 The District agrees to deduct from the salaries of its employees union dues as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the Treasurer of such Union. Every authorization will be in writing and will be submitted on forms agreed upon by the parties.
- a. Deductions referred to in paragraph 1 above will be made at bi-weekly intervals. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than eight (8) days prior to the distribution of the payroll from which the deductions are to be made.
 - b. Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the District's Business Manager in writing eight (8) days before the first payday for that school year's dues.
- 4.2 Employees may authorize deductions from their earnings for Community Chest donations, insurance payments, and Credit Unions in the manner and on terms presently utilized by the School Committee.

ARTICLE 5 - AGENCY SERVICE FEE

- 5.1 All employees in the bargaining unit may voluntarily pay an agency/service fee to the Union, the exclusive bargaining agent and representative, within thirty (30) days after their date of hire/employment.
- 5.2 Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in an amount that is equal to the amount required to maintain a membership in good standing as the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

ARTICLE 6 - SENIORITY

- 6.1 The length of service of an employee shall be the sum of
- a. The number of years of service indicated for such employee on a memorandum dated as of July 1, 1985, plus
 - b. The number of years of continuous service from the date of last hire by the District or July 1, 1985, if such employee was employed prior to that date adjusted for each year since July 1, 1985, as follows:
 - i. 100% for an employee whose basic work week is 35 or more hours per week.
 - ii. 75% for an employee whose basic work week is at least 30 hours per week but less than 35 hours per week.
 - iii. 50% for an employee whose basic work week is at least 20 hours per week but less than 30 hours per week.
 - iv. 0% for an employee whose basic work week is less than 20 hours per week.
- 6.2 The District is committed to fill vacant positions under Article 8 with persons having qualifications that are most suitable for the position being filled. All internal applicants and qualified external candidates shall be interviewed. Preference for scheduling interviews will be given to internal applicants. All qualified internal applicants will receive first consideration before external applicants. The decision of the Superintendent is not subject to grievance under Article 23.

ARTICLE 7 - JOB SECURITY

- 7.1 Non-Probationary employees may be disciplined, discharged, suspended and demoted for good and sufficient cause but not otherwise. In the case of such discipline, discharge, suspension or demotion, the employee and the Union shall be informed promptly of the reason for such action. If the employee or the Union feels that the action is not with good and sufficient cause, the employee or the Union shall so advise the District in writing within 30 calendar days, whereupon the discipline, discharge, suspension or demotion shall be discussed with the employee or the Union, to the end that agreement be reached. Such writing shall set forth in complete detail all facts upon which the employee or the Union premises its conclusion that such action was not with good and sufficient cause and no other facts may be relied upon by the employee or the Union during the aforementioned discussion or at any subsequent proceeding pertaining to such discipline, discharge, suspension or demotion.

If the aforementioned discussion between the employee or Union representative and the designated representative of the District does not resolve the dispute, the Union may, within ten days after the termination of such discussion, submit same to arbitration, subject to the provisions of Article 23 hereof; provided, however, that the arbitrator shall consider and decide only the issue of the existence or non-existence of "good and sufficient cause."

If after arbitration a determination is made that the employee involved has been disciplined, discharged, suspended or demoted without good and sufficient cause, the District shall reinstate such employee, and if any loss of time has been incurred by reason of such discipline, discharge, suspension or demotion, he/she shall be compensated for such loss at his/her regular rate of pay for such lost time, holidays and vacations, and his/her seniority, sick leave and health and welfare benefits shall be restored.

ARTICLE 8 - VACANCIES

- 8.1 When a position covered by this agreement becomes vacant and is not filled by a permanent transfer, the District shall post in a conspicuous place in each school building a notice which shall contain the following information:
- a. Date of posting
 - b. Job title
 - c. Salary
 - d. Location
 - e. Number of hours of duty per week
 - f. Closing date for application
 - g. Person to whom application is to be submitted
 - h. Qualifications
 - i. Hours of work

The notice of vacancy shall remain posted for five calendar days. The District may at any time advertise such position outside of the school system. The Superintendent or his/her designee may fill such position five calendar days after the date the position was posted from among inside and outside applicants, provided always Superintendent or his/her designee may, in the case of an emergency, make a temporary appointment for a period not in excess of 90 days.

- 8.2 The successful in-house applicant shall have a thirty (30) working day trial and training period in the new position. If the District determines the employee's performance to be unsatisfactory, he/she shall be returned to his/her former position. If the employee is not satisfied in the new position, he/she may return to his/her previous position within the first thirty (30) working days.
- 8.3 No reassignment or appointment occurring as a result of the filling of a vacancy shall become permanent until the expiration of the trial and training period.
- 8.4 The Head Custodian where the vacancy exists will be informed of the names of job applicants, will be allowed to provide input, and can be present during the interview of applicants. However, the final decision regarding the hiring selection is at the sole discretion of the administrator.

ARTICLE 9 - HOURS OF WORK

- 9.1 The basic workday shall generally consist of not more than nine hours per day as from time to time established by the Superintendent or his/her designee for each position. However, nothing in this provision shall prohibit the implementation of a schedule, which has been mutually agreed upon, by the Head Custodian and Building Principal. Such schedules may be agreed upon on a building by building basis.
- 9.2 The basic work week shall be Monday through Friday, inclusive, and shall be of such duration and consist of such days as from time to time established by the Superintendent or his/her designee for each position.
- 9.3 A shift is that period of time including beginning and ending times as the Superintendent or his/her designee in his/her discretion shall from time to time establish for each work day and basic work week for each position. The hours of existing shifts shall not be changed except as is consistent with past practice (generally in anticipation of and during periods when school is not in session) or except as the Superintendent or his/her designee determines is for good and sufficient cause. Different shifts may be established for additional or different positions. Any second shift position created on or after July 1, 2014 shall not commence prior to 3:00 p.m.
- 9.4 Each employee who works more than six hours during a calendar day shall have 30 minutes for a meal or such longer time up to one hour as the Superintendent or his/her designee in his/her discretion shall from time to time establish. Such meal period will be scheduled by the Superintendent or his/her designee and shall be without pay.
- 9.5 In the event that a snow day is called by the Superintendent or designee, custodial staff, as essential personnel, will be required to report to work as follows: Report to work at 8:00 a.m. and work the custodian's normal number of hours (i.e., if the employee normally works an eight hour day, the custodian will work from 8:00 a.m. until 4:00 p.m.). In the event of a storm which occurs later in the day or over an extended period of time, the Superintendent or designee may change hours and/or deploy a second shift so that snow may be cleared and the schools will be ready for opening the following day. If the Governor declares a state of emergency, custodians will be notified by the Superintendent or designee regarding the time they are to report to work, or if they are not required to report to work for that shift.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.1 An employee shall be a probationary employee for the first six (6) months of employment. A probationary employee's employment may be terminated at any time by written notice to the employee. A decision by the District to terminate an employee during the probationary period shall not be subject to the grievance and arbitrations provisions.

ARTICLE 11 - LAYOFFS

- 11.1 The Superintendent or his/her designee shall notify covered employees at least twenty (20) working days prior to anticipated date of layoff. Employees shall be laid off in order of seniority with the employee having the least number of years of service as determined under Article 6 being laid off first.
- 11.2 In the case of a reduction in work force only, super seniority shall be afforded to current Union Steward provided the Union has given the district written notice of the name of the employee holding the position of Steward. Super seniority shall be applicable only to the Steward who is holding office at the time of the reduction in workforce.

ARTICLE 12 - PAYCHECKS

- 12.1 Paychecks will be issued bi-weekly to the employees in the bargaining unit. Any employee hired on or after July 1, 2011 will be required to receive his/her compensation through direct deposit.

ARTICLE 13 - MILITARY LEAVE

- 13.1 A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.
- 13.2 An employee who qualified under Section 59 of Chapter 33 of the General Laws of Massachusetts, will be granted a leave of absence for his/her annual tour of duty, provided this does not exceed seventeen (17) days. The District agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for military duty.

ARTICLE 14 - FAMILY LEAVE

- 14.1 An employee may have such unpaid leave as required by the Family and Medical Leave Act (P.L103-3) and the Parental Leave Statute, Section 105D of Chapter 149 of the Laws of the Commonwealth of Massachusetts. Such leave shall run concurrently.

ARTICLE 15 - JURY PAY

- 15.1 The District agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, exclusive of travel or any other allowance. If employee is excused from jury duty for or during a specific day before the end of the employee's shift, said employee is to report promptly to his/her assigned work station, except that an employee whose work schedule requires him/her to work after 5:00 p.m. shall not be required to report to his/her assigned work station on those days that such employee's attendance is required at the Court House.

ARTICLE 16 – BEREAVEMENT LEAVE

- 16.1 Leave with pay of up to five (5) working days will be granted an employee in the event of death of any of the following persons:
- a. Spouse
 - b. Child
 - c. Mother
 - d. Father
 - e. Brother
 - f. Sister
 - g. Domestic Partner
- 16.2 Leave with pay of up to three (3) working days will be granted an employee in the event of death of any of the following persons:
- a. Mother-in-law
 - b. Father-in-law
 - c. Grandfather
 - d. Grandmother
 - e. A person living in the immediate household
 - f. Grandchild
 - g. Brother-in-law
 - h. Sister-in-law
 - i. Aunt or Uncle - Leave shall not in the aggregate for all leaves permitted under 16.2.i. exceed three working days in any work year (July 1-June 30).
- 16.3 Leave under this Article is to be used within 30 days immediately following the date of death and shall not be charged to sick leave or vacation leave and in no case will utilization of the maximum be denied.

ARTICLE 17 - PERSONAL LEAVE

- 17.1 Full-time employees shall be granted a total of three (3) paid personal days of leave of absence per work year. Written application for such leave shall be made at least 48 hours before taking such leave and in the case of an emergency such request shall state why such emergency leave was necessary. No such request shall be granted the day before or the day after a holiday unless the granting of such leave is required by law or taken on a religious holy day.

ARTICLE 18 - PART-TIME EMPLOYEES

- 18.1 An employee working twenty (20) hours a week or more, but not a full year shall receive proportionally those benefits extended to full-time employees, with the exception that group hospitalization and surgical benefit or HMO benefit or PPO plan or POS plan shall be available as provided in Article 19 and holiday pay as provided in paragraph 18.2.
- 18.2 An employee working twenty (20) hours a week or more shall be entitled to holiday pay for those holidays listed in section 20.1 that occur during the work week in which such employee works.

- 18.3 An employee working less than twenty (20) hours a week per fiscal year shall not receive any benefits under this agreement except to be paid the hourly rate provided in this agreement for hours actually worked.
- 18.4 Part-time employees who desire to substitute for absent employees may file with the Superintendent or his/her designee such information as to buildings, locations, day and times which such employee is available to substitute as well as the telephone number and times between 6:30 a.m. and 3:30 p.m. such employee can be reached. In the event of a need for a substitute employee in the building or at the location at which a part-time employee is assigned and such part-time employee's filed information indicates his/her availability, such part-time employee shall be telephoned and offered the opportunity to do substitute work. If the part-time employee declines the offered substitute work or is not reached by the telephone call, any person may be selected to do the substitute work. In the event that more than one part-time employee is assigned to the same building or location, the employees shall be called on a rotational basis.

Notwithstanding the foregoing, the District may but need not offer substitute work to any part-time employee which if performed might entitle such part-time employee to any benefits in addition to the wages payable under Article 24, increase or provide any benefit or require any payment for call back to work or overtime pay.

ARTICLE 19 - HEALTH AND WELFARE

- 19.1 Effective July 1, 2008, the District will pay eighty-five percent (85%) of a \$10,000 group term insurance plan insuring the life of each employee.
- 19.2 The Association understands that the plans and/or co-payments may change consistent with Massachusetts law and regulations in accordance with the terms of the Memorandum of Agreement entered into with the PEC or subsequent Memorandums of Agreement.
- 19.3 District agrees to continue to belong to the present County Retirement.
- 19.4 The District will pay 50% of the cost of dental benefit plan with benefits substantially equivalent to those benefits made available to employees on the date of this agreement.
- 19.5 Each employee shall from time to time as requested by the District provide the District with a statement of such employee's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.
- 19.6 Each employee, as a condition of the District paying for a portion of hospital and surgical benefit plan or HMO plan or PPO plan or POS plan or dental benefit plan, shall as from time to time requested by the District provide the District with written statement of such employee's health and surgical insurance, HMO coverage, PPO coverage, POS coverage and dental coverage from all sources and provide such identifying information about the same as the District shall request.

- 19.7 Notwithstanding the foregoing, the District shall not be obligated to provide or pay for any hospital or surgical benefits or HMO benefits or PPO benefits or POS benefits or dental benefits if the employee is covered by hospitalization and surgical insurance or HMO coverage or PPO coverage or POS coverage or dental insurance through his/her spouse.
- 19.8 A cafeteria Plan under Internal Revenue Code Section 125 will be offered to custodians commencing with the 2004-2005 work year at no administrative or other cost to the District.
- 19.9 Employees shall contribute twenty percent (20%) of the total premium cost of the H.M.O. Plan with the remaining percentage (i.e., eighty percent (80%)) to be contributed by the District, employees shall contribute thirty percent (30%) of the total premium cost of the P.O.S. Plan with the remaining percentage (i.e., seventy percent (70%)) to be contributed by the District, and employees shall contribute thirty-five percent (35%) of the total premium cost of the P.P.O. Plan with the remaining percentage (i.e., sixty-five percent (65%)) to be contributed by the District.

ARTICLE 20 - HOLIDAYS

- 20.1 The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples' Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

- 20.2 If any holiday falls on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday unless on such day school is in session in which event such other day within the fiscal year as is designated on the school calendar.
- 20.3 Holiday pay shall be eight (8) hours' pay at straight time rate. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.
- 20.4 Any employee required to work on a holiday shall be paid overtime at the rate of two (2) times his/her regular hourly rate of pay for all hours worked, for no less than two (2) hours' work at the above rate.

ARTICLE 21 - TRANSFERS

- 21.1 The Superintendent may permanently transfer an employee to a different position, building or job provided the Superintendent gives the employee at least five calendar days notice prior to the effective date of such transfer. The Superintendent may also with notice as aforesaid permanently transfer an employee to a different shift. The

employee may within those five days immediately after the receipt of said notice request in writing of the Superintendent a conference to discuss such transfer. The Superintendent shall, upon receipt of such written request from the employee and within those three days immediately after receipt of such request, confer with the employee. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article 23.

ARTICLE 22 - UNION REPRESENTATIVES

- 22.1 A written list of union stewards and other representatives shall be furnished to the District immediately after their designation and the Union shall notify the District of any changes.
- 22.2 The above individuals shall be granted reasonable time off, with pay, during working hours, subject to the approval of the Superintendent or his/her designee, to attend meetings of state and national bodies.
- 22.3 The Employer agrees to allow a Union representative an orientation period of thirty (30) minutes with any new hire to review the contract and provide information regarding the process of joining the Union or signing up to pay voluntary agency service fees.
- 22.4 The Employer agrees to provide the Union upon request the following information electronically:

An up-to-date seniority list of bargaining unit employees with the following information: names, addresses, phone numbers, dates of hire, rate of pay, classification (full-time or part-time) and department or location of work.

ARTICLE 23 - GRIEVANCE PROCEDURE

A. Definitions

- 23.1 A "grievance" is a claim based upon an event or condition, which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.
- 23.2 An "aggrieved person" is a person or persons or the Union itself making the claim.
- 23.3 A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Grievance Procedure

Grievances may be filed by an employee or group of employees, or the Union.

C. Steps

Grievances, other than those affecting a group of employees may be processed only by recourse to the following successive steps except that grievances affecting a group of employees filed by the Union will be initiated at the second step of the grievance procedure:

An attempt will be made to resolve any grievance informally before recourse to the grievance procedure.

Level One. An employee or the Union with a grievance will present the grievance in writing to the Business Administrator within 30 calendar days immediately ensuing the occurrence of those acts or omissions upon which the grievance is premised.

Level Two. If the grievance is not resolved at Level One within ten (10) calendar days after the submission at such level, the employee, through the Union steward or the Union, may then present the grievance in writing to the Superintendent of Schools within an additional seven (7) calendar days.

Level Three. If the grievance is not resolved at Level Two within seven (7) calendar days after the submission at such level, the employee, through the Union steward or the Union, may then present the grievance in writing to the School Committee with an additional seven (7) calendar days.

Level Four. If the grievance is not satisfactorily resolved within 30 calendar days after submission to Level Three, the Union or the District may submit the matter to arbitration as hereinafter provided, provided it shall file and notify the other party within 60 calendar days of the submission of the grievance at Level Three.

1. a. The District agrees that if it is necessary for the steward or his designee to investigate or process a grievance during a regular work day, the said steward or his/her designee shall be released from his/her duties for such purpose without loss of pay or other benefits.

b. The steward, or his/her designee, shall maintain a log; said log to be kept in the office of the Principal of his/her assigned building. Log entries shall be sufficient to document date of absence, time of absence, and the grievance necessitating the absence.

2. All decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the employee and the Union.

3. The following general provisions shall pertain to arbitration:

a. Within ten (10) calendar days after written notice has been given by one party to the other that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Union and the District will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may request designation of an arbitrator by the American Arbitration Association. The parties will be bound by the rules of the procedure of the American Arbitration

Association in the designation of an arbitrator and the proceedings before him as otherwise herein provided.

b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Union.

c. The arbitrator will confer with the representatives of the District and the Union and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from the express terms of this agreement, which terms shall prevail over past practice where conflicting, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges Management Rights as set forth in Article 2 of this agreement, or which requires the commission of an act prohibited by law.

d. The arbitration hearing will be held in the Town of Dalton, Massachusetts, unless both parties agree to another designated place.

e. Grievance documentation shall not be included in the personnel file of employee(s) covered by Article 1 of this agreement.

ARTICLE 24 - CLASSIFICATION AND REGULAR HOURLY RATES

24.1

Classification	Years of Service	Regular Hourly Rate (\$/hour)		
		FY 24	FY 25	FY26
Cleaning Light Duty	regardless of years	17.03	17.63	18.25
Custodian	starting pay	19.38	20.05	20.76
Custodian	after one year	19.57	20.26	20.97
Custodian	after two years	19.77	20.46	21.18
Custodian	after four years	19.97	20.67	21.39
Groundskeeper		19.93	20.62	21.35
Groundskeeper	after four years	20.24	20.95	21.68
Head Custodian (Becket & Kittredge)	regardless of years	21.33	22.07	22.85
Head Custodian (Craneville)		22.62	23.41	24.23
Head Custodian (Craneville)	after four years	22.93	23.73	24.56
Head Custodian (NRMS & WRHS)		23.72	24.55	25.41
Head Custodian (NRMS & WRHS)	after four years	24.02	24.86	25.73

- 24.2 A new custodian may begin at a rate other than the starting pay if the Superintendent feels the employee has past experience and qualifications for such custodial position when hired. The District shall notify the Union when an employee is hired other than at the starting rate.
- 24.3 The District may create additional classifications, establish a temporary wage rate for each classification created and fill positions within each classification. Thereafter, the District and the Union shall meet and bargain a final wage rate for each classification. Upon written agreement of a final wage rate, the District shall pay the same, retroactive to the date of filling of each position, at the final agreed upon wage rate.
- 24.4 The Superintendent or his/her designee may, but need not, assign employees to a position of "night supervisor" at the Wahconah Regional High School and at the Nessacus Regional Middle School. Assignments to a position of "night supervisor" shall be made annually and only for a term of one fiscal year (July 1 through June 30). Nothing in this agreement or by way of any present or future work practice shall be construed as (1) requiring the Superintendent or his/her designee to establish, retain, fill or maintain any one or more of the positions of "night supervisor"; (2) requiring the Superintendent or his/her designee to assign or reassign any particular employee to a position of "night supervisor", all such assignments and reassignments to be made at the sole discretion of the Superintendent or his/her designee; or (3) defining the nature or extent of the duties of a "night supervisor", such defining being the sole and exclusive duty of the Superintendent or his/her designee. Non-reappointment to a position of "night supervisor" is not to be the cause in the loss of position as a regular custodian or loss of regular hours. Night shift supervisors shall be paid \$.50 per hour over their contract rate and shift differential.
- 24.5 Longevity: As recognition for their service to the District, employees working 20 or more hours per week shall receive a longevity payment in addition to their salaries according to the following schedule:

This will be paid after an employee attains the 5, 10, 15, 20, or 25 year anniversary in the final pay period of the fiscal year. This payment shall be made each year in accordance with the following:

Years	Amount
5-9	\$200
10-14	\$400
15-19	\$600
20-24	\$800
25-29	\$1,000
30+	\$1,200

Employees who retire prior to the end of the fiscal year shall be eligible for this payment.

- 24.6 Each member of the bargaining unit shall, at the end of the contract year, be credited with a year of service for purposes of step movement on the salary schedule if that unit member has been duly appointed and has worked (including use of paid leave available under the collective bargaining agreement, but excluding unpaid leave) more than ninety (90) days during said contract year.

- 24.7 Any employee hired on or after July 1, 2011 will be required to receive his/her compensation through direct deposit.
- 24.8 The Kittredge Head Custodian as of July 1, 2017 shall be compensated at the same rate as the Craneville Head Custodian. Any subsequent hire into the Kittredge Head Custodian position shall be compensated the same rate as the Becket Head Custodian.

ARTICLE 25 - SHIFT DIFFERENTIAL

- 25.1 Each second shift employee who is regularly scheduled to work 20 or more hours per week shall be paid a differential of \$1.35 for each hour worked between 3:00 p.m. and 5:00 a.m. Second shift employees will be paid a shift differential for school vacations, personal days, holidays and personal vacations. However, second shift employees will not be paid a shift differential during the summer break while assigned to the first shift. An employee will retain his/her shift differential pay when he/she uses sick days, including family illness days provided under Section 29.2 of this agreement.

ARTICLE 26 - WORKING OUT OF CLASSIFICATION

- 26.1 The Superintendent or his/her designee may temporarily assign an employee to a different position, building, job or shift. In any such case where the employee is so assigned to a position, building or job carrying a higher rate of pay, such employee shall hour for hour of such assignment be paid at such higher rate of pay for the remainder of the said assignment. In the case where an employee is temporarily assigned to a different shift for ten (10) or less work days with five (5) calendar days notice of a change of shift, such employee shall continue to receive his/her prior rate of compensation. In the case where an employee is temporarily assigned to a different shift for eleven (11) or more work days with five (5) calendar days notice of a change of shift, such employee shall be paid at the rate of pay for the shift to which the employee has been temporarily assigned for the entire time the employee work such shift. An employee will retain his/her shift differential pay when he/she uses one of his/her sick days.
- 26.2 All hours worked in a position that is a higher hourly rate of pay than the members regularly hourly rate of pay will be paid at the higher classification's rate of pay. In addition, when a second shift employee is covering for a Head Custodian, they will receive the Head Custodians hourly rate of pay for all hours worked in that capacity. Additionally, they shall be allowed to modify their regularly scheduled hours of work (1:00 P.M. - 9:30 P.M.), the night before a shift that is scheduled for 6:30 a.m.

ARTICLE 27 - OVERTIME

- 27.1 An employee covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular hourly rate of pay for assigned work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) work week.

- 27.2 An employee covered by this Agreement shall be paid overtime at the rate of two (2) times the regular hourly rate of pay for assigned work performed on Sundays. Work in excess of fifty (50) hours in one work week shall be paid at the rate of two (2) times the aforesaid regular hourly rate of pay.
- 27.3 An employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time or next nonscheduled work time for which such employee was told he/she must work sometime prior to leaving work for the day shall be paid overtime at one and one-half (1 1/2) times his/her regular hourly rate of pay for all hours worked on recall (a minimum of two (2) hours).
- 27.4 If an employee normally receives a shift differential, then said employee's overtime pay will be calculated from the sum of his/her regular hourly rate plus his/her shift differential. (Note: During the summer break while assigned to the first shift, the shift differential does not apply and therefore the employee's regular hourly rate of pay during the summer break would not include the shift differential).
- 27.5 Overtime work at a specific school shall be assigned to employees at the school at which the work is to be performed, provided always (1) the employee whose turn it is to work possesses the qualifications and ability to perform the required work and (2) the District has not in the interest of efficiency or economy assigned another to do the work. Each employee shall be assigned in turn according to his/her place on the seniority list by rotation. If an employee is bypassed on rotation, such employee shall be offered the next overtime opportunity unless the employee requested or assented to being bypassed. The District may, but need not, grant an employee's request to be bypassed.
- 27.6 In each building the overtime roster will be maintained by the head custodian or if none then by the most senior custodian.
- 27.7 In the absence of sufficient number of employees at a given building or location, the District may assign overtime to employees to be performed at any building or location.
- 27.8 The School Committee continues to study "contracted services" expenses.

ARTICLE 28 - VACATIONS

- 28.1 Vacation leave, with pay, shall be credited on July 1st as follows:
- a. After one (1) year of service - ten (10) working days
 - b. After five (5) years of service - fifteen (15) working days
 - c. After ten (10) years of service - twenty (20) working days
 - d. After fifteen (15) years of service – twenty-five (25) working days
- 28.2 In a covered employee's first year of employment, the employee shall if he or she so requests, receive vacation leave, with pay, earned at the rate of one (1) day for each month from the fourth (4th) to the eight (8th) month, not to exceed five (5) days. The remainder of any unused vacation leave will be granted on the employee's first (1st) anniversary date.

- 28.3 Employees will submit their requests for vacation time, and indicate their first, second, and third priorities. Vacation time will be awarded to individual employees by their preference, in order of seniority. Employees may not take more than ten (10) working days of vacation between the close of school each spring and the re-opening of school each fall unless approved by the Superintendent or his/her designee. An employee may not carryover beyond June 30th more than ten (10) vacation days.
- 28.4 The District may schedule shutdowns for a maximum of five working days, in the aggregate, per annum. Employees entitled to a maximum of ten (10) working days of vacation per annum will not be required to utilize vacation days during a shutdown, but will, if not assigned to work during a shutdown, be entitled to have the time off without pay.
- 28.5 The District agrees to change any previously scheduled vacation, in instances where the employee becomes ill as verified by a doctor's certificate prior to the commencement of his or her vacation leave.
- 28.6 An employee leaving the employ of the school system shall receive payment in a lump sum equal to the amount of any previously accumulated unused vacation leave, not to exceed an amount greater than one (1) year's earned vacation as defined in Section 1 of Article 28; and, the portion they have earned in the year in which they leave.
- 28.7 If termination is caused by death, such payment will be made to the employee's spouse or beneficiary.
- 28.8 Upon written request, an employee will receive his/her vacation salary in advance of such requested vacation to the extent vacation has been earned, and providing that a written notice of request has been submitted fifteen (15) days prior to the pay period involved.

ARTICLE 29 - SICK LEAVE

- 29.1 Each employee shall be credited with sick leave with pay at the rate of one (1) day per full month worked. Sick leave credit will begin on the first working day of the month in which the employee was employed. Sick leave shall be accumulated without limit. Any accumulation of sick leave which present employees have at the effective date of this Agreement shall be retained.
- 29.2 In addition, employees are eligible for five (5) additional days per year leave to provide care for ill family members (employee's spouse, child, parent and sibling).
- 29.3 Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family as verified by a doctor's certificate.
- 29.4 In the event the employee receives compensation under the Workmen's Compensation Act, the District shall pay the employee the difference between the compensation he/she receives and his/her usual daily rate to the extent of accumulated sick leave earned during the time the employee is absent from work. If sick leave is exhausted, earned vacation leave time shall be applied in the same manner upon employee's request.

- 29.5 Sick leave in addition to that granted above may but need not be granted by the School Committee upon such terms and conditions as the School Committee shall unilaterally determine. The grant or denial of sick leave and the terms and conditions thereof shall not be subject to the provisions of Article 23.
- 29.6 In the event of an absence of an employee for three cumulative days in any calendar year, the employee shall, upon request of the Superintendent or his/her designee, submit to the Superintendent or his/her designee a certificate substantiating all absences in excess of three days. The District shall not make it a general policy to request medical evidence of illness for periods of absence of less than three consecutive days; however, the Superintendent or his/her designee, in his/her sole discretion, shall determine if a pattern of absence has emerged or is emerging and if such determination is made require medical evidence of illness and/or take disciplinary action.
- 29.7 Upon retirement with the Berkshire County Retirement System or death of an employee, accrued sick leave of up to forty (40) days shall be paid in a lump sum to the employee, or in the case of death, to his/her spouse or beneficiary; such sick leave shall be computed at his or her most recent daily rate of compensation at the time of retirement with the Berkshire County Retirement System or death.
- 29.8 Previously accumulated unused sick leave credits will be restored to employees returning from approved leaves of absences.

ARTICLE 30 - SCHOOL AND BUILDING FUNCTIONS

- 30.1 A custodian must be present if and as requested by the Superintendent or his/her designee whenever a school building is scheduled for a function.

If a custodian is not requested to be present for a function and special clean up is required to be done by custodian(s), it shall be accomplished to the extent necessary through additional work time which may include overtime.

ARTICLE 31 - COMMUNITY USE OF SCHOOL FACILITIES

- 31.1 The District may allow community use of school facilities at its discretion and under its conditions.

ARTICLE 32 - BUILDING AND SECURITY CHECKS

- 32.1 It is understood that Building and Security checks, as assigned by the District are normally but need not be performed by the head custodian in each school, or designated individual(s). The building principal and head custodian will create a schedule for when building and security checks will occur in each building. If a mutual agreement cannot be reached, then the building principal will determine the schedule.
- 32.2 An employee who performs Building and Security checks will be paid overtime for one hour minimum per trip at the rate of one and one-half (1 1/2) of his/her regular hourly rate of pay.

- 32.3 An employee who performs Building and Security checks on a holiday, as defined in Article 20 will be paid overtime for one hour minimum per trip at the rate of two (2) times his/her regular hourly rate of pay.
- 32.4 Due to the "non rotation" nature of this task, Building and Security checks shall not constitute an overtime assignment.

ARTICLE 33 - CONTRACTING OF WORK

- 33.1 The District shall continue to employ outside contractors as occasion and sound business practice may require; nevertheless, the District will not enter into outside contracts for normal and routine work which results in the layoff or part timing of employees in the bargaining unit.

ARTICLE 34 - NEGOTIATIONS

- 34.1 When contract negotiations are held during regularly scheduled working hours, the District agrees to pay not more than three (3) members of the Union bargaining committee for the time lost from work.

ARTICLE 35 - TRANSPORTATION

- 35.1 It is recognized that employees may use their own motor vehicles in the conduct of the business of the District. District agrees that it shall reimburse employees for such use as is authorized by the District at the standard mileage rate for the first 15,000 miles of use provided always that in the event the mileage rate is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing, Committee shall be obligated to reimburse employee only if employee submits a written claim for such reimbursement on such forms and within such time as Committee may from time to time establish.

ARTICLE 36 - HEAD CUSTODIAN

- 36.1 Any person assigned to the position of head custodian shall remain in that position unless there is documented progressive discipline, which may lead to demotion to his/her prior position.

ARTICLE 37 - MISCELLANEOUS PROVISIONS

- 37.1 Bulletin Boards - The District shall provide exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by the designated official of the Union. There shall be no bulletin board space reserved exclusively for the use of any other employee organizations except employee organizations which have been certified or recognized as the representative for collective negotiations of other employees employed at such locations. No such material

shall be posted which is profane or obscene, or defamatory of the employer or its representatives or which constitutes election campaign material for or against any person, organization or faction thereof.

- 37.2 Meeting Space - Where there is appropriate, available meeting space in buildings owned or leased by the District, it shall be offered to the Union, provided that (a) the Union agrees to reimburse the District for any additional expense incurred in the furnishing of such space, and (b) request for the use of such space is made in advance.
- 37.3 Access to Premises - The District agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council #93, and/or Local #204 to enter the premises at any time, after reporting to the principal or supervisor for individual discussion of working conditions relative to grievance administration with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
- 37.4 If any provision of this Agreement is found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 37.5 Each employee shall be given an annual allowance of three hundred and fifty dollars (\$350) to purchase professional attire. This payment will be made in a lump sum by October 1st to each permanent custodial employee. Probationary employees must complete ninety (90) days of work before they are eligible for this payment. In addition, each employee will be issued ten (10) shirts, which will be a combination of long and short sleeve shirts based upon the individual custodian's preference. If the District determines sufficient monies are available, the District may decide to purchase up to five (5) additional short sleeve shirts per custodian. These shirts are to be worn whenever the employee is working. The shirts are the property of the District, and are to be kept in clean and good condition. If a shirt is demonstrably damaged during the course of work, the District will replace the shirt as soon as possible. If an employee loses two (2) or more shirts in a contract year, the replacement cost will be deducted from the employee's salary. At the conclusion of each contract year, each employee's shirts will be inspected and demonstrably damaged shirts shall be replaced by the District. Upon resignation, retirement, termination, or other separation from employment, employees must return all District issued shirts to the District. The Committee agrees that the Union can provide input regarding the shirts to be purchased for the 2016-2017 contract year.

ARTICLE 38 - RECALL

- 38.1 Any employee who is laid off shall have the right of recall to employment for a period of two years after the effective date of layoff to fill a similar vacant position within the unit, provided always he/she has the qualifications and skills based on job specifications published for that position. In the event that more than one employee is eligible for recall to that vacant position, the most recent employee to be laid off will be recalled. Recall shall be by written notice mailed or delivered to the employee's last address as it appears on the records of the District. If an employee does not accept the employment as offered, such employee's right to recall shall be deemed to be waived for the offered vacant position and the District may fill the same with another person.

ARTICLE 39 - EVALUATION

39.1 The head custodians will be evaluated by their building principal. The custodians will be evaluated by their building principal with input from the head custodians. Evaluations will be conducted annually no later than June 30th in accordance with the negotiated evaluation instruments.

ARTICLE 40 - DURATION

This Agreement between the District and Union shall become effective on the first day of July 2023, and shall continue in full force and effect to and including midnight June 30, 2026, and from year to year thereafter, until a successor agreement has been reached by the parties..

This Agreement signed this 26th day of March, 2024.

CENTRAL BERKSHIRE REGIONAL
SCHOOL DISTRICT

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
STATE COUNCIL #93, LOCAL 204,
AFL-CIO

By


School Committee Chairman

By


Chapter Chair Local

By

 3/26/24
AFSCME Staff Representative