

MASTER AGREEMENT  
BETWEEN  
READING COMMUNITY SCHOOLS  
AND  
READING COMMUNITY SCHOOLS  
CUSTODIAL ASSOCIATION

July 1, 2019 – June 30, 2022

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## **AGREEMENT**

This Agreement is made and entered into this 4<sup>th</sup> day of March, 2020, by and between the Reading Community Schools, hereinafter referred to as the "Employer", and the Reading Community Schools Custodial Association.

### **ARTICLE 1**

#### **PREAMBLE**

WHEREAS, the Employer and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act, and the statement of policy contained therein; and

WHEREAS, both the Employer and the Association desire to establish cooperative and harmonious labor relations founded upon a mutually agreeable contractual relationship, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours and terms and conditions of employment.

### **ARTICLE 2**

#### **RIGHTS OF THE EMPLOYER**

- A. The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and prerogatives vested in it as a public Employer of the State of Michigan, including and without limited the generality of the foregoing, the rights to:
1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations;
  2. Hire all employees, determine their qualifications and the conditions for their continued employment, evaluate their performance, and direct the activities and work of its employees;
  3. Assign, transfer, promote, demote, discipline, suspend and/or discharge employees;
  4. Determine the size of the work force, positions of employment, job descriptions, and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
  5. Establish, continue or revise policies and/or rules and regulations regarding the conduct and behavior of its employees, the manner

and method of performing work, and the procedures for administering and accounting for employee attendance;

6. Establish, modify, change, reduce or cancel any work hours, work days, business hours, business days, school days, and/or school schedules, calendars and hours of operation;
7. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof;
8. Determine the standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among the work force of the school district;
9. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations, and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- B. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not, by implication, exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

### **ARTICLE 3**

#### **SAFETY PRACTICES**

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the Occupational Safety and Health Act, State and local regulations.

#### **ARTICLE 4**

##### **DISCIPLINE AND DISCHARGE**

- A. Upon satisfactory completion of the six (6) month probationary period, an employee will not be disciplined or discharged without sufficient cause.
- B. At his/her request, an employee shall be entitled to have an Association Representative present when he/she is being questioned with regard to any incident which may result in discipline against the employee, and/or when he/she is being disciplined or discharged in person by a representative of the Employer.
- C. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee.

#### **ARTICLE 5**

##### **SENIORITY**

- A. Seniority shall be defined as the length of an employee's continuous and uninterrupted service in the bargaining unit from the employee's most recent date of hire. Time spent on lay-off or unpaid leave of absence shall not accumulate as service time for seniority, but shall not constitute a break in continuous employment.
  - 1. A newly hired employee shall be on a probationary status for six (6) months, taken from and including the first (1st) day of employment. If at any time prior to the completion of the six (6) month probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Association. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary periods until these additional days have been worked.

- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.
- C. An employee will lose their seniority for the following reasons:
  - 1. The employee resigns;
  - 2. The employee retires;
  - 3. The employee is discharged for cause, and such discharge is not reversed through the Grievance Procedure.
  - 4. Excessive absence, which is defined as absence in excess of an employee's paid leave days and for which no unpaid leave of absence is provided under the terms of this Agreement or by law;
  - 5. Quit and/or abandonment, which is defined as a written or verbal statement, an act, conduct and/or behavior communicated to and/or observed by supervisory representatives or the Employer that indicate to the supervisory representative of the Employer that the employee has made a decision to relinquish his or her position of employment and discontinue working for the Employer. An absence by an employee for more than two (2) consecutive workdays without the employee contacting his or her supervisor to report the reason for his or her absence shall be deemed an abandonment.
- D. An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1st or each year. Such list shall contain each employee's name, date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

## **ARTICLE 6**

### **WORK SCHEDULES AND HOURS**

#### **A. Normal Full-Time Work Week**

The normal workweek for a full-time employee shall consist of forty (40) hours as scheduled by the Employer Monday through Friday. The Employer may implement a regular workweek schedule outside of the normal workweek schedule with at least two (2) weeks prior notification to the Union. Where the implementation involves involuntary transfers of employees, it shall be done by transfer of the least senior employees qualified to perform the work of the scheduled positions. The normal

scheduled work day for an employee shall consist of a number of consecutive work hours scheduled by the Employer, which shall include a paid thirty (30) minute lunch period for employees scheduled to work six (6) or more hours on a scheduled work day. Employees regularly scheduled to work less than forty (40) hours in a workweek are regularly scheduled part-time employees.

B. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day. The supervision shall determine the normal times for the break.

- C. An employee permitted to come to work at his/her scheduled shift starting time without being notified by the Employer that there would be no work, and/or an employee who is called back or called into work, shall be provided not less than two (2) hours of work at the applicable rate of pay.

D. Distribution of Overtime

Whenever the Employer determines that there are additional work hours of exclusive association work beyond the regularly scheduled hours of association employees available for assignment to association employees, the additional hours shall be assigned on a seniority rotation basis among association members to provide an equalization of opportunity to work additional hours. The Supervisor may assign work out of rotation when the available hours to be worked are practical to be worked as an extension of the employee's shift. Hours will not be charged against the employee's hours worked in the assignment rotation. An Association employee may be bypassed in the rotation for assignment of additional hours when that employee is not qualified to perform the work available. Where all employees have refused the initial offer of additional hours through the rotation, and the Employer is unable to secure a substitute to work the available additional hours, the additional hours will be assigned to the lowest seniority employee in the bargaining unit who is qualified to perform such work and to whom the assignment of the additional hours will not result in the payment of overtime rates or will minimize the payment of overtime rates. The supervisor is responsible for making the appropriate telephone calls to assign the available work hours or to secure a substitute. Any error in the assignment of additional hours will be corrected only by the assignment of the next available additional work hours to the bargaining unit employee mistakenly bypassed.



E. Overtime Rates

Overtime rates will be paid as follows:

1. Time and one-half (1-1/2) will be paid for all hours worked by the bargaining unit employee in excess of forty (40) hours in the same work week.
2. Time and one-half (1-1/2) will be paid for all hours worked on Saturday, which are not part of the employee's regularly scheduled work week.
3. Double time (2x) will be paid for all hours worked on Sunday.
4. Employees required to work on any of the designated paid holidays shall receive double time (2x) for hours worked in addition to the regular holiday pay.

F. Shift Differential

Employees who are regularly scheduled to work the second (2nd) shift (a shift beginning 2:00 p.m. or after and ending 11:00 p.m.) shall receive a shift differential of fifteen cents (\$.15) per hour for all hours worked on that shift. Employees who are regularly scheduled to work the third (3rd) shift (11:00 p.m. to 7:00 a.m.) shall receive a shift differential of twenty cents (\$.20) per hour for all hours worked on that shift. Shift differential premiums will only be paid when the employees work second (2nd) or third (3rd) shifts. Employees who are regularly scheduled to work the first (1<sup>st</sup>) shift (a shift beginning 5:00 a.m. or after and ending 4:00 p.m. or before) will not be paid shift differential premiums for any hours worked during that time period.

G. Employee Classification

Custodial Employees

Custodial Employees will perform general custodial duties to maintain a clean, safe and healthy environment for the students and staff of the Reading Community Schools as outlined in their custodial job descriptions. Additionally, custodial employees will perform light maintenance functions customarily associated with their custodial positions as performed in the past. Major breakdowns and repairs of such breakdowns shall be the responsibility of the maintenance supervisor with professional repairmen to be called when determined to be necessary by the maintenance supervisor. If questions or concerns regarding the assignment or definition of light maintenance duties arise, a meeting shall

be called between the superintendent and the Association representatives with three (3) workdays to discuss and resolve the matters of concern.

### Custodial-Maintenance Employees

Custodial-Maintenance Employees will perform general custodial maintenance duties to maintain a clean, safe and healthy environment for the students and staff of the Reading Community Schools as outlined in their custodial-maintenance job descriptions. Additionally, custodial maintenance employees will perform light maintenance functions customarily associated with custodial positions as performed in the past and perform other maintenance duties involving the ability to work with power tools, heating systems, plumbing, and other tasks as may be required by the maintenance supervisor. Major breakdowns and repairs of such breakdowns shall be the responsibility of the maintenance supervisor with professional repairmen to be called as determined necessary by the maintenance supervisor. If questions or concerns regarding the assignment or definition of maintenance duties arise, a meeting shall be called between the superintendent and the Association representatives within three (3) workdays to discuss and resolve the matters of concern.

## **ARTICLE 7**

### **VACANCIES**

- A. A vacancy is defined as an Association position which the Employer has decided to fill because of a resignation, retirement, termination, abandonment, quit, or newly created position, after any recall or transfer of an employee has been made. No vacancy exists where an employee is on leave from a position.
- B. The Employer will post notice of all vacancies on a designated bulletin board in each school building in which bargaining unit employees work. All such vacancies shall remain posted for a period of at least five (5) working days prior to being filled. Said posting shall contain the following information:
  - 1. Title of position
  - 2. Work location
  - 3. Anticipated starting date
  - 4. Current rate of pay
  - 5. Scheduled work hours.
- C. In the event that such vacancy or new job would result in the promotion of present employees, the Employer, upon receipt of all applications, shall consider the seniority of the applicants and the employee's ability to do the

required duties of the job. The Employer shall then assign the applicant who is the more senior employee and does possess the necessary qualifications to do the job, provided the employee has demonstrated, through past work performance, a good work record, potential leadership qualities, ability to establish good working relationships with other school personnel, cooperative attitude, ethical and professional behavior. The employee who is awarded the promotion shall be placed on a probationary status in the vacancy for a period of sixty (60) workdays at the employee's present rate of pay. Upon satisfactory completion of the probationary period, the employee shall be paid the rate of their position retroactive to the date the employee first assumed the position. In the event that the employee does not perform their duties to the satisfaction of the Employer during the probationary period, the Employer may return the employee to their former position, or in the event that the employee desires to return to their former position during the probationary period, the Employer shall honor the employee's request.

## **ARTICLE 8**

### **TEMPORARY ASSIGNMENTS**

An employee who is temporarily assigned to assume the duties of a position in another classification for a period of four (4) consecutive hours or more, will receive the rate of pay for the position based upon the step of the wage schedule to which he or she would be entitled if assigned to work in that classification. The employee shall not be paid less than the employee's regular hourly rate of pay for the hours worked in the other classification position.

## **ARTICLE 9**

### **NEW JOBS**

- A. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he shall designate rate classification and pay rate as temporary. The Employer shall notify the Association in writing of any such temporary job, which has been placed into effect upon the institution of such job.
- B. The new classification and pay rate shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Association. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing to the Employer to negotiate the classification and pay rate. The negotiated pay rate, if higher than the temporary rate, shall be applied to

the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

## **ARTICLE 10**

### **LAYOFF OF EMPLOYEES**

- A. When the need exists, and the Employer decides to reduce the number of employees within the bargaining unit, employees shall be laid off in order of least seniority within the classification being reduced, provided there are more senior employees remaining within the classification who are qualified and able to perform all the job duties of the less senior employees being replaced and laid off. Employees laid off from a classification shall, upon written request, be retained in positions in lower paid classifications within the association, provided they are more senior and qualified and able to perform all the job duties of less senior employees in the lower paid association classification being replaced and laid off.
- B. Employees shall be laid off and recalled according to their seniority rights within their classification. An employee on scheduled lay-off shall immediately exercise their seniority and displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- C. The Employer shall maintain a laid off employee on the recall list for a period equal to the employee's length of seniority in all classifications not to exceed five (5) years, nor less than one (1) year. Employees must advise the Employer of any change of address. Recall notice will be sent to the last address on file with the Employer. Failure to respond within five (5) workdays, or return of notice without forwarding address, will justify bypassing employee for the position. When positions become available in an Association classification, employees on layoff will be recalled in order of greatest seniority within the classification from which they were laid off to positions in the same or lower paid classifications, provided they are qualified and able to perform all of the job duties of the position.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

- A. A grievance is defined as a claim by an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- B. **Step One**

When an event occurs that gives rise to an alleged grievance, it is desirous to make every attempt to resolve the issue orally, before it is submitted to writing. The employee shall first discuss the issue with the immediate supervisor within the five (5) days of the occurrence, or discovery thereof of the events upon which it is based. If no resolution is reached within three (3) days of the discussion, the employee shall arrange to meet with the Superintendent, and/or his designee, to discuss the issue. If the issue is not resolved within five (5) days after the meeting, then the grievance will be processed to Step Two.

C. **Step Two**

A copy of the written grievance with any responses shall be filed with the Superintendent or his designated representative. Upon receipt of the written grievance within the timelines provided for appeal, the Superintendent shall arrange to meet with the Association Representative within ten (10) workdays to discuss the grievance. The Superintendent shall have ten (10) workdays following the discussion within which to respond in writing to the employee or the Association Representative.

D. **Step Three**

If the Association is not satisfied with the response of the Superintendent, or if no response is made within a ten (10) day timeline, the Association may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The School will keep the Association informed as to the name of the Secretary of the Board.

Upon receipt of the written grievance within the timeline for the appeal, the Committee of the Board shall arrange to meet with the Association Representatives and the Superintendent to hear the grievance, which may include a presentation of relevant testimony and documentary evidence by the respective representatives. At the next regular Board Meeting following the hearing, the Board of Education shall make a determination and render its decision on the grievance. The decision shall be reduced to writing and provided to the Association within ten (10) workdays of the Board Meeting.

E. **Step Four**

1. If the Association is not satisfied with the response of the Board of Education, or if no response is made within the timeline specified, the Association may appeal the grievance to arbitration by filing demand for arbitration with the American Arbitration Association within ten (10) work days after receipt of the Board of Education's

response, or the deadline for the response, whichever occurs first, with a copy mailed simultaneously to the Superintendent. Selection of the arbitrator shall be governed by the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

2. The arbitrator shall render a decision based upon the interpretation of the provisions of this Agreement and shall have no jurisdiction to add to, subtract from, change, modify, or alter any of the terms of this Agreement, or any written amendments thereof, or to specify or impose any new terms upon the parties, or to substitute his/her discretion for that of any of the parties to this Agreement. Furthermore, the arbitrator shall have no jurisdiction to rule upon the termination of any probationary employee, the content of any performance evaluation unless it involves termination, and/or the content of any job description. The decision of the arbitrator shall be final and binding upon the employees, the Employer, and the Association, provided the matter is arbitrable and the decision of the arbitrator is made within the scope of his/her authority under the terms of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the non-prevailing party. All other fees and/or expenses shall be paid by the party incurring them.
3. Failure of the employee or the Association to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed withdrawal of the grievance, and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the timelines specified shall enable the Association to appeal to the next level of the Grievance Procedure within the designated timelines. It is understood that the timelines may be extended by mutual agreement between the parties.
4. Grievances involving discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or his designated representative within forty-eight (48) hours of the date of discharge. The grievance shall be processed thereafter according to the subsequent Steps of the Grievance Procedure.
5. Any grievance filed must be submitted in writing and conform to the following criteria:
  - a. It shall state the date submitted to the Employer;
  - b. It shall state the date of the events upon which it is based;

- c. It shall be specific, state the synopsis of the facts giving rise to the alleged violation, and cite the provisions of the Agreement, alleged to have been violated;
  - d. It shall state the relief requested;
  - e. It shall be signed by the grievant or grievants and an Association Representative.
6. The following subjects shall not constitute the basis for any grievance and are hereby excluded from any consideration under the Grievance Procedure and shall not be processed:
- a. The termination of any probationary employee;
  - b. The content of any performance evaluation, unless it involves termination;
  - c. The content of any job description.

## **ARTICLE 12**

### **PRO RATA BENEFITS**

Part-time employees shall be entitled to the same benefits as full time employees, but shall be paid an amount equal to the amount of daily scheduled hours. This does not include health, life, dental or vision insurance.

## **ARTICLE 13**

### **PAID LEAVES**

- A. Each Custodial/Maintenance employee shall be entitled to twelve (12) sick days annually. Unused sick days at the conclusion of the year shall be allowed to accumulate to a total of one hundred twenty (120) days.
- B. Sick leave days may be used by the employee for an incapacitating illness or accidental injury, which prevents the employee from being able to perform the duties of his/her position. The Employer may require the verification from a physician of the illness or injury of the employee, including a projected recovery date, in the case of extended absences longer than three (3) days and in case of chronic or repeated absences.

C. Each Custodial/Maintenance employee shall be entitled to three (3) personal leave days annually. Personal leave days can be donated to another employee group member as sick time if chosen.

D. **Funeral Leave**

A maximum of three (3) paid leave days shall be provided to an employee for the purpose of attending the funeral of a member of his/her immediate family, limited to the employee's father, mother, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, spouse, child, step-child, aunts/uncles, grandchild or step-grandchild.

Additional time off for traveling to the funeral may be granted, if warranted, and deducted from the employee's allowable sick leave.

E. **Jury Duty**

An employee called for jury duty shall notify the Building Principal as soon as possible. An employee who serves on jury duty shall receive his/her regularly scheduled daily rate of pay for each day the employee is required to be absent from work because of jury duty. However, any compensation (excluding mileage and meals) received by the employee for jury duty shall be remitted by the employee to the school district. When an employee on jury duty is released from jury duty obligations in time to report to work and work at least two hours of his/her regularly scheduled shift assignment, the employee shall report to work. No employee shall receive any additional pay for serving jury duty in addition to working the employees' regularly scheduled shift assignment. Pay for jury duty is only for hours of work lost by the employee during the time the employee is obligated to serve on the jury.

## **ARTICLE 14**

### **UNPAID LEAVE**

A. Following two (2) years of employment, an Association member may request, and upon approval of the Board, be granted a leave of absence without pay not to exceed one (1) year, subject to renewal at the discretion of the Board, for:

1. Serving in any elected or appointed position, public or private
2. Child care leave
3. Educational leave
4. Military leave
5. Other



6. To the extent required by the Family and Medical Leave Act, an eligible employee shall be granted leave and other rights specified by that law whether or not the same are specifically enumerated in this Agreement. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Employer shall likewise enjoy and reserve all rights afforded to it by that law, whether or not those rights are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including employer and eligible employee rights and responsibilities, shall be supplementary to this Agreement, and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.
- B. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.
  - C. Application for return from leave shall be filed with the Superintendent of Schools not later than thirty (30) days prior to the expiration of the leave.
  - D. Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.
  - E. Upon return from leave, a bargaining unit member shall be returned to the position that he/she held at the time that leave of absence was granted, or to similar position to which his/her seniority and qualifications entitle him/her. For employees eligible under the Family and Medical Leave Act, compliance with the requirements of this paragraph shall be considered as restoration to an equivalent position.
  - F. All paid leave is taken in ½ day or full day increments.

## **ARTICLE 15**

### **INSURANCE**

- A. For the health, dental, and vision insurance, the Board reserves the right to select the carrier.
- B. The Board of Education shall furnish a twenty five thousand dollar (\$25,000.00) term life insurance policy for each custodial/maintenance employee.
- C. All insurance provisions are subject to change at any time subject to agreement by both parties.

- D. The board will pay the state allowable cap for insurance. All new hires from July 1, 2013 forward will be offered single person insurance.
- E. Cash in lieu of insurance will be \$250 per month. If this amount has to be figured into the overall cap for insurance, it will be removed.

**ARTICLE 16**

**HOLIDAYS**

- A. The Employer will pay the normal day's pay for the following holidays:

Fourth of July	Christmas Eve Day
Labor Day	Christmas Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	New Year's Eve
Memorial Day	New Year's Day

- B. An employee shall not be charged with the use of a vacation or sick leave day on any of the above named holidays. An employee must work his/her scheduled day before and after a holiday to be eligible for holiday pay, except when the employee is absent on an authorized paid leave day, in which case, the employee must work his/her next scheduled day before and after the holiday and any paid leave days authorized by this Agreement.
- C. When the scheduled holiday falls on a Saturday or Sunday, the holiday shall be observed on the following Monday, unless mutually rearranged between the Employer and the employee. Employees who are absent due to illness or injury on the holiday, or the day before or after the holiday, may be required to submit verification of the illness or injury from a physician as a condition for receipt of holiday pay.

**ARTICLE 17**

**VACATIONS**

- A. Each association employee shall be entitled to three (3) days vacation immediately upon hiring, one (1) week after one (1) full year of service; two (2) weeks of vacation after three (3) full years of service; and three (3) weeks of annual vacation after seven (7) full years of service and four (4) weeks of vacation after twelve (12) full years of service. One (1) additional day of vacation will be granted for each year of service completed after fifteen (15) full years of service. All vacation time shall be scheduled with the Supervisor of Buildings and Grounds.

- B. To earn a full paid vacation, an employee must have actually worked or been compensated for a minimum of 80% of his regular scheduled hours during the employment year for which vacation pay is due. An employee credited with less than 80% of his regular scheduled hours during such year shall receive a paid vacation on a prorated basis by dividing the number of hours credited during the year by 80% of his regularly scheduled hours and applying the resultant percentage to the vacation benefit to which he would otherwise be entitled; providing that, if this results in a fraction of a day of vacation of four (4) hours or more, it shall be increased to the next full day, and otherwise the fraction shall be dropped. Employees terminating employment, or on a leave of absence shall receive pro-rata vacation allowance based upon this same procedure.
- C. The employee may choose to take their vacation as compensation rather than time off. The compensation is based on the substitute hourly rate. Each week of vacation compensation will be calculated based on 40 hours.
- D. Vacation time can be donated to another employee group member as sick time if chosen.
- E. Vacation time cannot be accumulated.

## **ARTICLE 18**

### **RETIREMENT COMPENSATION**

- A. In the event of retirement, the Board agrees to pay the employee twenty-five dollars (\$25.00) per day for any accumulated sick days over fifty (50), up to maximum of fifty (50) days.

## **ARTICLE 19**

### **UNIFORMS**

- A. Employees shall be required by the Employer to wear uniforms and designated footwear while at work. The style, design, materials and other specifications shall be established by the Employer. The Employer shall provide uniforms for all of the employees covered by this Agreement. The Employer will provide (15) fifteen items in any combination of the following each school year for each employee:
- T-shirts
  - Long sleeve shirts
  - Crew neck sweatshirt

- Hooded sweatshirt
  - \$125 stipend for employee to purchase pants (receipts required)
  - \$30 stipend for employee to launder uniforms (receipts required)
- B. Stipends for purchased pants and laundering will be paid when the employee submits a reimbursement form to their supervisor. Reimbursement forms must be turned in no later than June 15<sup>th</sup> each year.
- C. The employees are required to wear furnished uniforms and use good judgement in the care of the uniforms.

## **ARTICLE 20**

### **GENERAL**

A. **Continuing Education**

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement, when required.

B. **Physical Examinations**

The Employer agrees to pay the full cost of any Employer required physical examinations, with such physical examinations to be conducted by the Employer's selected physician.

C. **Workers' Compensation**

If an employee suffers a work related illness or injury, he/she will, as soon as possible, fill out Form MDL-1-100 included in this Agreement as Appendix A.

D. **Tax Sheltered Annuities**

The Board shall limit the number of tax-sheltered annuities to the companies presently being used, up to a maximum of three (3) companies.

E. **Mileage**

Employees using their own vehicles at the request of the district shall receive the established I.R.S. rate per mile.

## ARTICLE 21

### DURATION OF AGREEMENT

#### A. Entire Agreement

This agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### B. Separability

If any provision of this Agreement shall be found by a court or tribunal of competent jurisdiction to be contrary to law or becomes unlawful due to legislative enactment, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, to the extent allowed by law.

#### C. Waiver

The parties acknowledge 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, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects of matters.

#### D. Continuity of Operations

The Association, its agents or employees shall not authorize, promote or engage in nor condone any strike, work stoppage or job action of any kind. The Employer agrees not to engage in a lockout during the term of this Agreement.

**E. Term of Agreement**

This Agreement shall become effective upon ratification by the Association and the Board of Education and shall continue in effect through the 30th day of June, 2022, at which time it shall terminate unless extended by written agreement of the parties. No terms shall be applied retroactively unless expressly stated otherwise in the particular provision of this Agreement.

**F. Successor Negotiations**

At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

**G. Execution of Agreement**

This Agreement is hereby made and entered into this 4<sup>th</sup> day of March 2020 by and between the Employer and the Union whose authorized representatives have affixed their signatures attesting thereto as follows:

**For the Employer:  
READING SCHOOLS**

*Chuck Math*

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

**For the Association**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE A

Step	20-21	21-22
1	13.36	13.49
2	14.52	14.66
3	15.86	16.01
4	16.09	16.24

Employees assigned to positions in the custodial classification shall be paid at an hourly wage rate on the applicable step of the wage schedule above. Employees assigned to positions in the custodial/maintenance classification shall be paid at an hourly rate that is twenty-five cents (\$.25) higher than the step of the wage schedule at which the employee would be paid in the custodial classification as provided above.

Substitutes are paid at the previous years step 1 rate.

### **Longevity Payment**

After fifteen (15) years of employment, an additional twenty cents (\$.20) per hour.