

Somerset School District
Somerset Berkley Regional School District

CUSTODIAN AND MAINTENANCE CONTRACT

July 1, 2026 - June 30, 2029

Agreement
Between

The Somerset School Committee,
The Somerset Berkley Regional School Committee

and

The American Federation of State,
County and Municipal Employees

Council 93, Local 1701

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AGREEMENT

This agreement entered into by the Somerset School Committee and the Somerset Berkley Regional School Committee, hereinafter referred to as the **"Employer,"** and **Local 1701, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO,** hereinafter referred to as the **"Union,"** has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment, as defined in Chapter 150E of the Massachusetts General Laws.

WHEREAS, the **Employer** and the **Union** desire to enter into an Agreement with respect to the wages, hours of work, and other conditions of employment of the employees represented by the Union.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE Employer and the Union as follows:

I. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the custodial department, including maintenance employees, in the employment of the Somerset School Committee and the Somerset Berkley Regional School Committee.

II. CONTRACT CHANGES/DURATION

A. Effective Date:

All contract provisions in the parties' agreed-upon memorandum of agreement shall become applicable after the ratification of the memorandum of agreement by the Union and the employers. It is agreed that the anniversary date of this Agreement shall be July 1, 2026 and all of the provisions of this contract shall become applicable. However, the parties agree that no provision of this agreement becomes effective unless and until ratification by the membership and Committees, whichever is later.

B. Termination:

This Agreement will remain in effect from July 1, 2026 through June 30, 2029. Either party may terminate this Agreement provided such termination is transmitted through the U.S. Mail to the responsible signatories of the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

C. Changes:

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties' signatory to the Agreement prior to the thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this Article shall preclude either party from modifying any previous proposals during the course of negotiations.

III. DEFINITIONS

A. Probationary Custodian:
New custodians in the employ of the Employer will remain in the category for one hundred one hundred eighty (180) workdays from their date of hire. Salary will be determined by the Employer. Probationary employees shall be evaluated and receive written, targeted feedback from management within first 90 days, consulting and collaborating with the immediate supervisor.

B. Junior Custodian:
A custodian working under the direct supervision of a head custodian in a building having two (2) or more custodians.

C. Head Custodian:
A custodian responsible for a one-person building or a custodian who has one (1) or more custodians assigned to the building in which he/she works.

D. Junior Maintenance Person:
Performs general maintenance, repair, temporary custodial, and other related work under the supervision of the senior maintenance person as directed by the Director of Business and Finance.

E. Senior Maintenance Person:
Performs above work and is responsible for supervising a junior maintenance person.

F. Second Shift Supervisor:
Has overall responsibility for the work and workers on his/her shift as delegated by the head custodian who has overall responsibility for the entire maintenance of his/her building under the direction of the principal or the Director of Buildings and Grounds.

G. High School/Middle School Second Shift Supervisor:
The definition section of the contract (shown above) states that the "Second Shift Supervisor has overall responsibility for the work and workers on his/her shift as delegated by the head custodian who has overall responsibility for the entire maintenance of his/her building under the direction of the principal or the Director of Buildings and Grounds."

In view of the above language, the responsibilities of the high school Second Shift Supervisor, in addition to his/her assigned areas and boilers, shall include:

1. Ensuring that night-shift custodial personnel are totally fulfilling their responsibilities during their entire shift period, including 12:00 p.m.-8:00 p.m. shift.

2. Adjusting work assignments and responsibilities, as conditions may warrant, during night-shift periods.

3. Assigning additional duties in cooperation with, and as delegated by, the head custodian when custodial personnel have fulfilled their routine responsibilities.

4. Communicating effectively with the head custodian to ensure that work assignments and expectations for building cleanliness are consistently being achieved.

A probationary period as outlined under XIV New Positions and Vacancies of the current contract, shall apply to the successful applicant for this position.

All employees covered by this contract will serve under the direction and supervision of the building principal or the Director of Buildings and Grounds.

H. Outside Landscapers

Effective July 1, 2023, the Somerset Berkley Regional School Committee/Regional School District may utilize, at its discretion, outside landscapers to cover specified areas within the high school campus. The Regional School District's decision to use or not use outside landscapers shall not in any way preclude or limit the Regional School District's ability to require bargaining unit members to perform all responsibilities within the scope of their jobs.

IV. HOURS OF WORK

A. Standard Workday

For the purpose of computing overtime pay, the standard workday of all employees covered by this contract, except as otherwise provided in the "Meal Periods Article," shall consist of five (5) consecutive eight (8) hour days. The standard workday shall be eight (8) hours with seven and one-half (7.5) hours of work and one-half hour of unpaid lunch.

Time and one-half the regular hourly rate shall be paid for all time worked in excess of thirty-seven and one-half (37.5) hours in a week. During the weeks where there is a holiday(s), the holiday(s) will count as seven and one-half (7.5) hours of work.

First shift

6:00 a.m. - 2:00 p.m.
7:00 a.m. - 3:00 p.m.
8:00 a.m. - 4:00 p.m.

Second shift 12:00 noon – 8:00 p.m.

Third shift

2:00 p.m. - 10:00 p.m.
3:00 p.m. - 11:00 p.m.

The high school shifts are as follows:

(1) 6:00 am- 2:00 pm
(1) 7:00 am- 3:00pm
(1) 7:30 am- 3:30 pm (head custodian)
(1) 10:00 am- 6:00 pm
(4) 3:00 pm- 11:00 pm (including shift supervisor)

B. Meal periods:

All members shall have a half-hour unpaid meal period per shift.

C. Break:

Each custodian shall be entitled to two (2) fifteen-minute breaks each shift, which shall be taken during the middle hour of each half-shift.

D. Reporting late:

Absent extenuating circumstances acceptable to the Employer, employees who report to work more than twenty (20) minutes late without previous notice to, and permission given by, the Superintendent of Schools or Supervisor will not be permitted to work and will forfeit that day's pay.

E. Record of Time Worked:

In order to ensure that they comply with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, the Committees require that all members of the Union record their time worked and absences on official Committee time record forms using official time clocks, or an equivalent time tracking system established by the Committees. It is the duty of employees to ensure that the actual hours worked and leave time taken are

accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge.

F. Modifications to Working Hours:

The Committee or its agents may modify working hours during the summer, vacations, or if the schools are closed for a period of time, provided that all shift differentials remain in place, regardless of work hours.

V. LEAVES OF ABSENCE

A. Annual Sick Leave

All regularly employed custodians shall be entitled to sick leave with full pay as follows:
Workers will be eligible for **one and one-half (1 ½)** days of sick leave monthly, cumulative to 240 days. The parties acknowledge that bargaining unit members will be "fronted" their sick days as a convenience and if members leave either District's employment having used more that their proportionate share of sick days, they shall be responsible for repaying the District the difference between the amount earned and the amount used.
Employee shall be permitted to use their earned sick time for any one of the following reasons:

1. Caring for their own physical or mental illness, injury, or medical condition;
2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse, parent or spouse's parent, or any member of the immediate household under their direct care, to the extent limited in this Section on the use of sick days for family illness;
3. Attending their own routine medical appointment;
4. Attending a routine medical appointment for their child, spouse, parent, or spouse's parent, or any member of the immediate household under their direct care to the extent limited in this Section on the use of sick days for family illness;
5. Addressing the psychological, physical, or legal effects of domestic violence; or,
6. Travel necessitated by any of the above, to the extent limited in this Section on the use of sick days for family illness.

Whenever a custodian is absent from school as a result of personal injury, arising out of and in the course of his/her employment, he/she will be paid by the Employer, the difference between his/her full salary and payments received under Worker's Compensation Insurance. Sick leave time for said payments will be deducted according to the ratio the Employer payments bear to the total bi-weekly salary during this period. These payments will continue until such time as the individual's accumulated sick leave shall have been exhausted. Employees are entitled to "opt out" of receiving the difference between their worker's compensation amount and their regular salary in the event that the employee is out on worker's compensation. The employee may waive this benefit only by notifying the administration in writing prior to filing the forms to receive worker's compensation benefits.

Any employees submitting a claim based on a false statement or covering a period during which the employee was not actually disabled or ill will be considered as abusing the sick-leave privilege and will be subject to disciplinary action including discharge.

The Employer reserves the right, upon receipt of a claim for sick-leave benefits, to cause a physical examination, at its own expense, to be made by a physician of its choice.

In the event that any employee has been on sick leave or vacation or received a personal day during the work week, such time shall be construed as time worked and said employee will receive time and one-half for Saturday and double-time for Sunday.

Members of the bargaining unit will, upon termination other than a discharge for just cause, receive

compensation for their unused sick leave at the rate of **twenty-five ($25) dollars** per day, up to the maximum of **two-hundred forty (240) days.** The money shall be included in the employee's final paycheck. Upon the death of an employee, the employee's estate shall receive the compensation stated above.

After a bargaining unit member is absent for medical reasons for three (3) consecutive workdays or if a bargaining unit member shows a pattern of absences, the member must furnish a statement from his/her attending physician documenting the reason for his/her absence, if requested.

Sick Leave Bank: See Appendix B for Rules and application form.

B. Personal Leave

An employee, upon forty-eight (48) hours prior notice in writing to the Superintendent of Schools, shall be granted three (3) personal days to conduct business of a personal nature that cannot be conducted during non-school hours. Such days may not be taken on the day before or after a holiday or on the day before or after the employee's vacation. Bargaining unit members may not roll over unused personal days from year to year. Any unused personal days will be converted to sick days and added to the member's accrued sick leave.

C. Vacation Leave:

The custodians' and maintenance staff's year for vacation award purposes shall commence on their anniversary date of hire and may be used during the following twelve (12) months."

Vacation Schedule Junior and Head Custodians and Maintenance Staff

After 1 year/less than 5 years: 10 days
After 5 years/less than: 15 days
After 10 years/less than: 20 days
After 15 years: 25 days

The parties have also agreed that the vacation is earned as of the anniversary date of employment. Under the current language of the contract the vacation time is not awarded until June 30th of the year. However, if an employee reached his/her 1st, 5th, 10th or 15th anniversary of his/her employ during the current vacation period, additional vacation days per contract will be awarded on said anniversary date. All vacation awards are to be utilized during the current custodial vacation year. If the employee leaves during the year, after his/her anniversary date but before the vacation award date, he/she would receive one (1) year's vacation and a prorated number of days accrued since anniversary date. If the employee leaves before the anniversary date he/she would also receive a prorated number of days as he/she would not have accrued a full year of vacation. In addition, any custodian who had been awarded vacation in advance (before reaching his/her 1st anniversary) said individual's vacation benefit would have to be evaluated at the time of his/her retirement to determine the amount of vacation to which the individual is entitled. The practice of advanced vacation award (before the first anniversary) would end under this agreement.

Bargaining members shall notify the school administration of their intention to take vacation days in the following manner:

1. Notifications submitted from members of the same shift in the same school for the same day(s) submitted on the same date, the senior member shall have their notification granted first.

2. All requests for five (5) vacation days or more, shall be submitted at least two (2) weeks in advance.
3. Requests for vacation that fall on graduation day will be granted subject to the approval of the high school principal. This condition will apply to bargaining unit members at the high school only. Requests submitted by other members for this day shall be granted subject to the approval of the superintendent of schools.
4. Requests may be denied by the building principal if the request would cause an entire shift in the building to be without coverage. Note: this condition does not apply in cases where there is only one (1) person normally scheduled for that shift.
5. Bargaining unit members shall have the option of buying back a maximum of five (5) vacation days per contract year at their straight time rate. Any member who chooses to buy back vacation days must submit a written request to the Superintendent of Schools two (2) months prior to his vacation award date.

D. Holidays

The following days shall be considered holidays for school custodians:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
(1) one floating holiday

1. Employees shall receive compensation for such holidays, although not worked, at straight-time rates.
2. Should a holiday fall on either a Saturday or the employee's day off, the employee shall be entitled to a "floating holiday" to be used by May 30.
3. For employees whose work week is Tuesday through Saturday, when a Holiday falls on a Saturday, the employee shall receive such compensation as stated in section (1) of this article.
4. When a Holiday falls on a Sunday, the employee shall receive compensation as stated in section (2) of this article.
5. When a Holiday falls on a Monday, the employee shall take the next day off after the Holiday (Tuesday) and receive the compensation stated in section (1) of this article.
6. If any listed holiday is cancelled or otherwise not on the school schedule, there will be a "floating holiday" in lieu thereof, to be used by May 30. Any and all floating holidays shall be used on or after the date of the actual holiday and before the end of

the fiscal year. The District will notify bargaining unit members of all floating holidays at the start of the fiscal year.

7. Such days off shall be taken, subject to approval of the principal, by May 30.
8. Any employee called to work on a Saturday or a Sunday which is also one of the listed holidays, shall receive pay at the rate of one and one-half times his/her regular rate, with a minimum pay of two (2) hours at one and one-half his/her regular rate. He/she shall also have the benefit of the holiday by receiving a day off at his/her straight-time rate. Said day off shall be taken, subject to the approval of the Superintendent of Schools, within thirty (30) days of the day worked.

E. Funeral Leave

When death occurs to a member of the employee's family, the employee will be granted a leave of absence of five (5) consecutive days. Pay for such leave shall be at the employee's straight time hourly rate of seven and one-half (7.5) hours per day.

Employee's "Family" shall include:
Spouse
Father
Mother
Brother
Sister
Child
Step-Child
Immediate in-laws
Step-Parents
Step-Siblings
Grandparent
Grandchild

Employees will be entitled to one (1) bereavement day without loss of pay for the death of a family member not already listed as "family". No loss of credit from annual or accumulated sick leave shall be incurred by the employees on account of funeral leave.
Notwithstanding the above language, at the superintendent's exclusive discretion, the five (5) days need not be consecutive and not necessarily within the five (5) day framework, provided that the employee provides the superintendent with advance written notice of the employee's intent to use bereavement days on non-consecutive days with the days identified in writing.

F. Family Medical Leave Act

The parties agree to apply the Family Medical Leave Act consistent with the terms set forth in this section.

- The school districts use a rolling backward method for calculating a year for FMLA eligibility purposes;
- No required use of paid leave;
- Employee health insurance and life insurance contributions, if any, shall be offset against first paycheck upon return to work, as calculated by the Business Office;
- The Employer shall pay its percentage contribution for health insurance and life insurance for an employee during the duration of the employee's FMLA leave, with the employee paying their percentage contribution for health and life insurance. Provided the

insurance carrier agrees, while on unpaid or extended leave (after usage of FMLA and while on an additional unpaid or extended leave during the same year), the employee will be responsible for paying the full (100%) monthly insurance premium by contacting the Town of Somerset Treasurer's Office to make payment arrangements;

- "In loco parentis" relationships shall be established by a statement in application that this is someone that the applicant is responsible for;
- FMLA leaves shall be available to all bargaining unit members who are eligible for such leave as defined by the applicable statute and regulations;
- The employer may request a second (2nd) medical opinion at the employer's expense;
- Fitness for duty certifications shall be required after a FMLA leave taken for personal illness;
- Monies owed for unpaid health insurance if employee does not return from leave shall be offset against available funds, if there are no available funds, the employee will be billed;
- When an employee takes leave under this Agreement for a reason which would entitle the employee to leave under FMLA, such leave will run concurrently with leave under FMLA, and will be deducted from the employee's statutory FMLA leave entitlement.

  Coverage is extended to the immediate family defined solely for FMLA purposes as:

  Father Child
  Mother
  Brother
  Sister
  Spouse
  Child
  Step-Child
  Grandparents
  Immediate in-laws
  Grandchild
  Other members of the household
- Each bargaining unit member shall post all of their absences in the District's time and attendance system.

G. Parental and Childrearing Leave

1. A leave of absence shall be granted for parental leave to members on the terms and conditions set forth in this subsection.
   a. The employee shall give the Superintendent at least two (2) weeks' notice of the employee's anticipated date of departure and the employee's intention to return to full-time employment or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
   b. Parental leave shall commence on the first day of absence for the birth or adoption of a child. Parental leave shall run for eight (8) weeks from the date of childbirth or adoption, which period shall not be interrupted by holidays, vacation periods and summer vacation.
   c. An employee who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of parental leave unless the employee is on the active payroll (vacation, sick leave, personal time, compensatory time or other such leave would maintain the employee on the active payroll).
   d. Upon return from a parental leave of absence an employee shall return to the step in

the salary schedule where s/he was when s/he began the leave unless the employee worked at least one-half (1/2) of the year in which the leave began, in which case the employee shall move on to the next step and shall have any unused leave and other benefits restored. An employee will continue to accrue seniority while on parental leave, provided no other members of equal length of service, credit and status in the same or similar position have been laid off during the period of such parental leave.

2. Following the expiration of the employee's parental leave, the employee may take an unpaid childrearing leave for remainder of the calendar year that started with the employee's parental leave (the parental leave combined with the child-rearing leave shall not exceed one year). Upon the expiration of the childrearing leave, employees shall be restored to their previous or a similar position. Employees shall not accrue any benefits for the period of said unpaid childrearing leave.
3. Bargaining unit members on leave under Paragraph 1 of this Section above may elect to utilize their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the member to be physically disabled.
4. An employee who is pregnant may remain in active service until the completion of her pregnancy, provided that she is able to carry out the functions of her position.
5. Upon expiration of the one-year parental and childrearing leaves, the district will assign the employee to his/her former position or to a substantially equivalent position.
6. Leave under this Agreement shall run concurrently with eligible leave under the Massachusetts Parental Leave Act (MGL c. 149, § 105D) and/or under the FMLA.

H. Snow Days:

In the event that there is an unscheduled school closing due to snow, bargaining unit members may leave after the completion of four (4) hours of work on the day that school is closed, provided that the building principal or his/her designee first determines that the snow removal has been completed. Bargaining unit members who work that day shall also receive a payment of one and one-half hours (1-1/2 hours) at straight time in addition to their regular pay for the day.

VI. WAGES:

a. All bargaining unit members shall be governed by and receive the wages on the wage schedule set forth below.

Year One (July 1, 2026 through June 30, 2027)

Effective July 1, 2026, increase all steps by one and three quarters percent (1.75 %), and effective January 1, 2027 (January 1, 2027 through June 30, 2027) - increase all steps by an additional one and three quarters percent (1.75 %).

b. Year Two (July 1, 2027 through June 30, 2028)

Effective July 1, 2027, increase all steps by one and three quarters percent (1.75 %), and effective January 1, 2028 (January 1, 2028 through June 30, 2028) - increase all steps by an additional one and three quarters percent (1.75 %).

c. Year Three (July 1, 2028 through June 30, 2029)

Effective July 1, 2028, increase all steps by two percent (2%).

Somerset Custodians and Maintenance Pay Scale +1.75%
7/1/2026 to 12/31/2026

Junior Custodian			2nd Shift Supervisor SBR High School			2nd Shift Supervisor Middle & North	
Step	Hourly		Step	Hourly		Step	Hourly
1	22.25		1	26.58		1	24.79
2	23.03		2	26.90		2	25.02
3	23.75		3	27.27		3	25.38
4	24.21		4	27.71		4	25.80
5	24.69		5	28.26		5	26.33
6	25.19		6	28.83		6	26.86
7	25.70		7	29.41		7	27.40

Head Custodian Chace and South			Head Custodian Middle & North			Head Custodian SBR High School	
Step	Hourly		Step	Hourly		Step	Hourly
1	26.42		1	27.78		1	28.71
2	26.60		2	28.09		2	29.14
3	27.08		3	28.46		3	29.45
4	27.54		4	28.94		4	29.88
5	28.10		5	29.51		5	30.49
6	28.66		6	30.10		6	31.10
7	29.23		7	30.70		7	31.73

Junior Maintenance			Senior Maintenance	
Step	Hourly		Step	Hourly
1	23.34		1	29.49
2	24.19		2	29.85
3	24.82		3	30.17
4	25.31		4	30.64
5	25.81		5	31.25
6	26.33		6	31.87
7	26.86		7	32.51

Somerset Custodians and Maintenance Pay Scale +1.75%
1/1/2027 to 6/30/2027

Junior Custodian			2nd Shift Supervisor SBR High School			2nd Shift Supervisor Middle & North	
Step	Hourly		Step	Hourly		Step	Hourly
1	22.64		1	27.04		1	25.22
2	23.43		2	27.37		2	25.46
3	24.16		3	27.75		3	25.82
4	24.63		4	28.19		4	26.26
5	25.13		5	28.75		5	26.79
6	25.63		6	29.33		6	27.33
7	26.15		7	29.92		7	27.88

Head Custodian Chace and South			Head Custodian Middle & North			Head Custodian SBR High School	
Step	Hourly		Step	Hourly		Step	Hourly
1	26.89		1	28.26		1	29.22
2	27.06		2	28.58		2	29.65
3	27.55		3	28.96		3	29.96
4	28.03		4	29.44		4	30.41
5	28.60		5	30.02		5	31.03
6	29.17		6	30.62		6	31.65
7	29.74		7	31.24		7	32.28

Junior Maintenance			Senior Maintenance	
Step	Hourly		Step	Hourly
1	23.75		1	30.00
2	24.61		2	30.38
3	25.25		3	30.70
4	25.75		4	31.17
5	26.27		5	31.79
6	26.79		6	32.43
7	27.33		7	33.08

Somerset Custodians and Maintenance Pay Scale +1.75%
7/1/2027 to 12/31/2027

Junior Custodian			2nd Shift Supervisor SBR High School			2nd Shift Supervisor Middle & North	
Step	Hourly		Step	Hourly		Step	Hourly
1	23.04		1	27.52		1	25.66
2	23.84		2	27.85		2	25.90
3	24.59		3	28.23		3	26.27
4	25.06		4	28.68		4	26.71
5	25.57		5	29.25		5	27.26
6	26.08		6	29.84		6	27.81
7	26.61		7	30.44		7	28.37

Head Custodian Chace and South			Head Custodian Middle & North			Head Custodian SBR High School	
Step	Hourly		Step	Hourly		Step	Hourly
1	27.36		1	28.76		1	29.73
2	2754		2	29.09		2	30.17
3	28.03		3	29.46		3	30.49
4	28.52		4	29.96		4	30.94
5	29.10		5	30.55		5	31.57
6	29.68		6	31.16		6	32.20
7	30.27		7	31.78		7	32.85

Junior Maintenance			Senior Maintenance	
Step	Hourly		Step	Hourly
1	24.17		1	30.53
2	25.04		2	30.91
3	25.69		3	31.23
4	26.20		4	31.72
5	26.73		5	32.35
6	27.26		6	32.99
7	27.81		7	33.66

Somerset Custodians and Maintenance Pay Scale +1.75%
1/1/2028 to 6/30/2028

Junior Custodian			2nd Shift Supervisor SBR High School			2nd Shift Supervisor Middle & North	
Step	Hourly		Step	Hourly		Step	Hourly
1	23.44		1	28.00		1	26.11
2	24.26		2	28.34		2	26.36
3	25.02		3	28.73		3	26.73
4	25.50		4	29.19		4	27.18
5	26.01		5	29.77		5	27.74
6	26.54		6	30.37		6	28.30
7	27.08		7	30.98		7	28.87

Head Custodian Chace and South			Head Custodian Middle & North			Head Custodian SBR High School	
Step	Hourly		Step	Hourly		Step	Hourly
1	27.84		1	29.26		1	30.25
2	28.02		2	29.59		2	30.70
3	28.52		3	29.98		3	31.02
4	29.02		4	30.48		4	31.48
5	29.61		5	31.08		5	32.12
6	30.19		6	31.71		6	32.77
7	30.80		7	32.34		7	33.42

Junior Maintenance			Senior Maintenance	
Step	Hourly		Step	Hourly
1	24.59		1	31.06
2	25.48		2	31.45
3	26.14		3	31.78
4	26.66		4	32.27
5	27.19		5	32.92
6	27.74		6	33.57
7	28.30		7	34.25

Somerset Custodians and Maintenance Pay Scale +1.75%
7/1/2028 to 6/30/2029

Junior Custodian			2nd Shift Supervisor SBR High School			2nd Shift Supervisor Middle & North	
Step	Hourly		Step	Hourly		Step	Hourly
1	23.91		1	28.56		1	26.63
2	24.74		2	28.91		2	26.88
3	25.52		3	29.30		3	27.27
4	26.01		4	29.77		4	27.73
5	26.53		5	30.36		5	28.29
6	27.07		6	30.97		6	28.86
7	27.62		7	31.60		7	29.44

Head Custodian Chace and South			Head Custodian Middle & North			Head Custodian SBR High School	
Step	Hourly		Step	Hourly		Step	Hourly
1	28.39		1	29.85		1	30.85
2	28.58		2	30.19		2	31.31
3	29.09		3	30.58		3	31.64
4	29.60		4	31.09		4	32.11
5	30.20		5	31.71		5	32.77
6	30.80		6	32.34		6	33.42
7	31.41		7	32.98		7	34.09

Junior Maintenance			Senior Maintenance	
Step	Hourly		Step	Hourly
1	25.08		1	31.68
2	25.99		2	32.08
3	26.67		3	32.42
4	27.19		4	32.92
5	27.74		5	33.58
6	28.30		6	34.24
7	28.86		7	34.93

Somerset Custodians and Maintenance Pay Scale Adjustment
6/30/2029 reset all steps to 2 % intervals

At the end of June 30, 2029, the Wage Tables will be amended to ensure that there is a two percent (2%) differential between each step, using the top step as the starting reference.

Junior Custodian			2nd Shift Supervisor SBR High School			2nd Shift Supervisor Middle & North	
Step	Hourly		Step	Hourly		Step	Hourly
1	24.53		1	28.06		1	26.14
2	25.02		2	28.62		2	26.66
3	25.52		3	29.19		3	27.20
4	26.03		4	29.78		4	27.74
5	26.55		5	30.37		5	28.30
6	27.08		6	30.98		6	28.86
7	27.62		7	31.60		7	29.44

Head Custodian Chace and South			Head Custodian Middle & North			Head Custodian SBR High School	
Step	Hourly		Step	Hourly		Step	Hourly
1	27.89		1	29.29		1	30.27
2	28.45		2	29.88		2	30.88
3	29.02		3	30.47		3	31.49
4	29.60		4	31.08		4	32.12
5	30.19		5	31.70		5	32.77
6	30.80		6	32.34		6	33.42
7	31.41		7	32.98		7	34.09

Junior Maintenance			Senior Maintenance	
Step	Hourly		Step	Hourly
1	25.63		1	31.02
2	26.14		2	31.64
3	26.67		3	32.27
4	27.20		4	32.92
5	27.74		5	33.57
6	28.30		6	34.25
7	28.86		7	34.93

Effective August 1, 2020, all employees will be paid via direct

deposit into a bank account established by the employee. Each employee will cooperate in providing the necessary account information to the School Departments. The Districts will use electronic paystubs.

VII. OVERTIME

A. School Emergencies

In the event of a school emergency, the Somerset School Committee, the Somerset Berkley Regional School Committee and/or their designees may require unit employees to report for work outside of their regularly scheduled hours. Said assignments shall be made from a list maintained at each location, said list to be created in the following manner:

1. By September 1st of each year, an emergency list for each location shall be created by the school principal and the head custodian of each location, and the shop steward.
    a. Volunteers for emergency work shall be solicited for the list and shall be first to be called in.
    b. The emergency list shall then include all custodial and maintenance personnel who have not volunteered.

The Employer agrees that if a custodian is called in for a school emergency by the Business Manager or the principal of the school in which he/she works, whether it be before his/her regular working day begins or after his/her regular working day has ended, or on a day that he/she would normally be off-duty, **the employee shall receive a minimum of three (3) hour's at the rate of one and one-half times his/her hourly rate.**

If a custodian is called in to perform work on a Sunday, the employee will receive a minimum of three (3) hours pay at twice the regular rate.

B. Special Assignments:

Whenever any school is to be used on weekends for social activities, the head custodian of each school shall arrange an overtime list for such events. The list shall be structured by seniority based on longevity in the employ of the Somerset Public Schools/Somerset Berkley Regional School District. One (1) maintenance employee shall be added to the overtime list at the high school, middle school and North

Elementary School. Except for assignments that require specific skills of a maintenance employee, any overtime opportunities under this section shall be consistent with the building to which the maintenance employee is assigned. Once this list is established, it will be the responsibility of the head custodian of each school to ensure that the rotation of this list is followed exactly so that each employee has the equal opportunity for overtime.

1. Social Use of School Buildings on Monday through Saturday

The Employer agrees that if a custodian is called in on special assignments in his/her school such as Town Meetings, social activities for school, or civilian activities, the minimum wages he/she will receive shall be two (2) hours pay at the rate of one and one-half times his/her regular hourly rate. This paragraph does not apply to Sunday work.

2. Social Use of School Buildings on Sunday

The Employer further agrees that if a custodian is called in on special assignment in his/her school on a Sunday for such activities as Town Meetings, social activities, etc., that he/she shall

be paid at the rate of two (2) times his/her regular hourly rate. If in the event that an employee was absent from work during the week due to his/her taking sick day, personal day, or vacation day, said employee shall still be eligible for Sunday work at the rate of two (2) times his/her regular hourly rate of pay. Note: Any approved leave of absence shall be synonymous with time worked.

If the employee is called in to work on a Sunday for a social activity and the Sunday is also a holiday, then Article V, Section D ("Holidays") supersedes this paragraph and takes precedent over this paragraph.

C. Building Security Checks

1. **High School**: If a custodian is assigned to the High School on a weekend day (i.e., a scheduled custodian or scheduled event), he or she shall perform a building security check as part of the normal duties. A separate building security check shall be performed one time on Sunday only if there is no scheduled custodian or scheduled event on that day.
    a) High School Holiday Building Security Check: On three-day weekends connected to a holiday specified in Article V, Section D of this Agreement, a building security check shall be performed on the Monday of the holiday weekend. During the Thanksgiving break, a building check shall be performed on Friday and Sunday if no custodian or event is scheduled. If there is a scheduled custodian or scheduled event, the building security check shall be performed as part of the scheduled duties.
2. All other schools: A building security check shall be performed one time on weekends during a time period determined by the Superintendent or his/her designee.
    a) Holiday Building Security Check: On three-day weekends connected to a holiday specified in Article V, Section D of this Agreement, a building security check shall be performed on Saturday and Monday of the holiday weekend. During the Thanksgiving break, a building check shall be performed on Friday and Saturday.
3. A minimum of one (1) hour overtime pay at the rate of time and one-half will be paid for a building security check on each weekend day it is required at the elementary schools or middle school under this Article. A minimum of two (2) hours overtime pay at the rate of time and one-half will be paid for a building security check on each weekend day it is required at the high school under this Article.

Whenever a junior custodian or junior maintenance person covers the building for the head custodian, for every five (5) cumulative days that the head custodian is absent from work and a junior custodian or junior maintenance person fills in, the substitute head custodian shall accrue one (1) weekend of building checks instead of the head custodian, with said building checks to take place on the first weekend following the head custodian' s return to work.

A minimum of two (2) hours overtime at the rate of time and one-half for building security check and raising and lowering of the flag on seven (7) holidays as listed:

Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day

Raising and lowering the flag as set forth in this paragraph shall not be required if the flag is lit automatically by external lights. If raising and lowering the flag is not required, holiday building security checks shall occur as set forth in sections (1)-(3) of this Article. Overtime pay under this section shall not be in addition to overtime for holiday building security checks as set forth in other sections.

All possible efforts will be exerted by the Somerset School Committee not to schedule the use of school buildings on a Sunday, which is also a listed holiday.

D. Coverage for other positions

When:

- A junior custodian covers the building for the head custodian;
- A junior maintenance person covers for the senior maintenance person;
- A junior custodian covers for the second shift supervisor at the high school;

Or:

A junior custodian covers for the Second Shift Supervisor, the following shall apply:

1. The senior person on that shift in that building must be offered the assignment first;

The person covering shall receive a daily stipend according to the following schedule beginning with the first day of coverage.

FY26-29

High School Head Custodian	$ 20/ day
Middle School Head Custodian	$ 16/ day
Elementary Head Custodian	$ 16/ day
Senior Maintenance Staff	$ 17/ day
2nd Shift Supervisor	$ 17/ day

3. Vouchers for these stipends shall be prepared by the custodian covering and signed by the Principal. The voucher shall list the dates, position covered and amounts and totals as reflected above.

VIII. SHIFT DIFFERENTIALS

The Employer agrees that a custodian who works the twelve (12:00) to eight (8:00) p.m. shift, the two (2:00) to ten (10:00) p.m. shift, or the three (3:00) to eleven (11:00) p.m. shift shall receive, in addition to his/her regular weekly salary, the sum of $32.00.

IX. LONGEVITY

Upon Completing:

5 years: $1,420
10 years: $1,817
15 years: $1,939
20 years: $2,168
25 years: $2,274

Effective July 1, 2014 for new hires, the five-year longevity step has been eliminated so that longevity begins upon completing ten years.
Longevity will be paid to employees in a regular compensation check at the time of distribution of longevity pay for all Somerset and Somerset Berkley employees covered under this agreement.
The parties have agreed that the longevity benefit is earned as of the employee's anniversary date of employment but is not paid out to the employee until the following December. If the employee leaves during the year, after his/her anniversary date but before the pay-out period, he/she would receive one year of longevity and a prorated amount for the longevity accrued since the anniversary date (i.e. 1/12 per month.) If the employee leaves before his/her anniversary date that year, he/she would also receive a prorated amount as he/she would not have accrued one year of longevity.

X. JURY PAY

The employer agrees to make up the difference in an employee's wages between a week's wages and compensation received for jury duty.

XI. LIFE AND MEDICAL INSURANCE

Bargaining unit employees shall have the opportunity to participate in the Town's and Region's Employees Group Insurance Plan. At the time of hire, they must either apply for the above coverage or sign a waiver stating they do not wish to participate in this program. The Town of Somerset and the Regional School District will pay the maximum percentage permitted by Town Meeting enactment of the cost of the same insurance coverage received by Town employees. Any bargaining unit member hired between the first and fifteenth of the month shall be required to pay a full month of employee co-share portion of health insurance premiums for that month. Any bargaining unit member hired between the sixteenth and the last day of the month shall not be required to pay any employee co-share portion of health insurance premiums for that month.

The Committee will provide a health insurance opt-out option to eligible employees under the same terms that are available to Town employees. An employee who opts out of District health insurance must demonstrate s/he has obtained health insurance from another source.

XII. TUITION ALLOWANCE

Prior to a member seeking tuition-free attendance of his/her child in either the Somerset Public Schools or the Somerset Berkley Regional School District, each member must first seek to attend either Somerset or Somerset Berkley through the school choice program. If there are no school choice seats in a particular grade, the member will be allowed to enroll his/her child in the SPS and/or SBRSD under this article. Children of bargaining unit employees who reside outside of the Town of Somerset will be allowed to attend Somerset schools tuition-free as long as it does not require opening another section, the hiring of additional staff or create a conflict with the legislation regarding School Choice. This article applies only to children of bargaining unit employees holding permanent full-time positions within the meaning of this Collective Bargaining Agreement.
Tuition-free attendance for children of employees who are not residents of the towns served by the District shall not be available to employees hired after July 1, 2017.

XIII. DIRECT EXPENSE ALLOWANCES

A. For the duration of this Agreement, the employer, on or before September 1st of each school year, shall provide each employee a clothing allowance of **$750.**

B. Maintenance people will receive a gas allowance of **$85.00** permonth.
C. All requests for mileage reimbursement will be paid at the IRS prevailing rate and must be made using a form approved by the Districts. All bargaining unit members will have the option of attending CPR training, with the training paid for by the school district.
D. The senior maintenance man shall receive a stipend of fifty dollars ($50.00) per month to defray the cost of purchasing and using for school business, a cellular phone.
E. At the discretion of the Superintendent or his/her designee, bargaining unit members may be required to wear shirts or sweatshirts of a particular color that may or may not be embroidered with "Somerset Schools" or "Somerset Berkley Regional Schools", as applicable. If embroidered shirts are required, the shirts shall be obtained through a vendor approved by the School Department. All bargaining unit members shall be required to wear the shirts or sweatshirts of the color specified by or provided by the School District as a condition of their employment beginning the first day of school through June, and during any school-sponsored event. Bargaining unit members must wear their name badges at all times. Beginning July 1st until the first day of school, bargaining unit members may wear shirts of their choosing that must cover their shoulders.

XIV. NEW POSITIONS AND VACANCIES

Whenever a position covered by this Agreement becomes vacant, such vacancy will be publicized by the School Department by posting concurrently to SchoolSpring (or the electronic posting system in use at the time) and by email to the Association for a minimum of five (5) school days prior to the appointment being made. Qualified in-house applicants will be considered before any outside applicants are considered. If a vacancy or new position occurs during the summer months, the School Department will notify the Association electronically. Employees interested shall apply in writing within the five day period. The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by the Employer that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate, if formerly employed; a new employee will be discharged. For the purpose of this agreement employees desiring to change permanently to another shift must apply for a vacancy when it is posted.

XV. SENIORITY, PROMOTIONS, TRANSFERS AND LAYOFFS

For purposes of this Article, for employees hired or transferred after July 1, 2017, the length of continued and uninterrupted service from the employee's first day of work in the Custodial Bargaining Units of the **Somerset School District and the Somerset Berkley Regional School District** shall determine the seniority of the employee. Seniority for employees hired into the Custodial Unit prior to July 1, 2017, shall be the length of continued and uninterrupted service of the employee from the employee's first day of work in the Custodial Bargaining Units in the Somerset School District and/or the Somerset Berkley Regional School District. In making promotions, job assignments, transfers, or in effectuating lay-off, merit, ability, and the needs of the school system shall govern. When the above factors are equal, seniority shall be the determining factor. The above factors shall also apply to hiring from outside the system to fill vacancies.

When an employee moves to a higher rated classification, he/she shall be placed on the step that will give him/her the same rate he/she was previously paid, or higher.

An employee who is dismissed because of a reduction in force shall have the first right to be rehired for positions which become vacant up to two (2) years from the employee's dismissal.

XVI. GRIEVANCE PROCEDURE

Any grievance or dispute, which may arise between the parties involving the application, meaning, or interpretation of this agreement, shall be settled in the following manner:

Level 1: The union steward and/or his/her representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the principal within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. The principal shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

Level 2: If the grievance or dispute still remains unadjusted, it shall be presented to the **Superintendent of Schools** in writing within five (5) working days after the **immediate supervisor (the principal's)** reply is due. The **Superintendent of Schools** shall respond to the steward within five (5) working days.

Level 3: If the grievance or dispute is still unsettled either party may, within thirty (30) days after the reply of the **Superintendent of Schools** is due, by written notice to the other, request arbitration. The arbitration(s) shall be held in accordance with the rules of the Labor Relations Connection.

The decision of the arbitrator(s) will be final and binding. The union steward and/or union representative shall be allowed reasonable time during working hours for the purpose of investigating and handling grievances or distributing any documentation pertaining to **Union** business.

XVII. JUST CAUSE

Once an employee has served a probationary period of one hundred twenty (120) workdays, the Employer shall not demote, suspend or terminate an employee without just cause. An employee discharged during the probationary period shall not have recourse to the grievance and arbitration process.

XVIII. MANAGEMENT PREROGATIVES

Among the rights and responsibilities, which continue to be vested in the employer, but not intended to be an inclusive list of them, shall be the right:

To increase or decrease or change the nature of the operation.

To install and use equipment and machinery wherever and whenever it deems advisable.

To remove machinery or equipment.

To regulate the quality or quantity of labor for assigned tasks and to determine the amount of labor and appropriate tools and equipment for such assigned tasks

Subject only to the provisions contained in this agreement pertaining to procedures for promotions and job assignments, to hire, promote, demote, suspend, discharge, discipline, or transfer employees as the efficient operation of the Department, in the opinion of the employer, may require

To terminate any or all operations of the Department, temporarily or permanently, if the School Committee shall so vote at any official meeting.

To secure equipment, tools or materials from any source available

Matters which are covered by this agreement are all of the matters as to which the parties have bargained and as to which they intend to bargain and that as to any matter not specifically covered by the language of the agreement, the School Committee retains full discretion to act in any way it sees fit.

XIX. DUES DEDUCTION

Upon receipt of duly executed authorization forms the Employer shall deduct union dues from the wages of employees in the same manner as in the past. The Union shall indemnify the Employer for any liability incurred by virtue of deductions made under this prov1s1on.

XX. UNION DEDUCTIONS

During the term of this Agreement, employees may tender an initiation fee, monthly membership dues, and PEOPLE contributions, to the Union by signing the authorization form(s) and, in accordance with the terms of the form, which shall be submitted to the employer, the employer agrees to deduct said dues/fees/contributions from the pay of each employee in the unit who signed the form and remit the aggregate amount to the Union along with a list of employees who had said dues/fees/contributions deducted.

The Union hereby agrees to indemnify the employer(s) and hold it/them harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union.

XXI. SAFETY PROCESS

As a condition of this collective bargaining agreement with the custodial staff, the following safety process shall be followed.

This safety process assumes that all custodians regularly use all safety equipment they have been issued and follow all safety procedures they have been directed to use through district sponsored training activities.

1. If a custodian believes that a particular assignment or a particular piece of equipment they are asked to use could result in an unsafe condition, the custodian shall bring this to the attention of the head custodian in the building. The head custodian has the authority to redesign the assignment or to order maintenance of the equipment in order to ensure the safety of the staff.
2. If the head custodian fails to respond to the situation within one (1) working day and the situation is still deemed to be unsafe by the custodian, the custodian shall bring this matter to the attention of the Principal of the building.
3. If the Principal fails to respond to the situation within two (2) working days and the situation is still deemed to be unsafe by the custodian, the custodian shall bring this matter to the attention of the Superintendent.
4. If the Superintendent fails to respond to the situation within two (2) working days and the situation is still deemed to be unsafe by the custodian, the custodian shall proceed to access the grievance process as outlined in the custodial contract.

XXII. MISCELLANEOUS PROVISIONS

A. Bulletin Boards:

The employer shall provide materials for a bulletin board and space for same within the various schools for the convenience of the Union for posting official union notices. Prior approval of the superintendent must be obtained for the posting of all notices except notices to members of meetings, elections and results of elections, notice of Union recreational and social affairs and notices of Union appointments. There shall be no other general posting or distribution by employees of pamphlets, advertising or political matter, notices or any other kind of literature other than as herein provided. Employment postings will be posted electronically on the site that the districts are currently using for postings (currently, SchoolSpring). Employment postings will also be sent to each members' school-

issued email address.

B. Access to Premises:

The employer agrees at the discretion of the Superintendent to permit representatives of the American Federation State, County and Municipal Employees, AFL-CIO and/or council No. 93, and/or Local 1701 to enter the premises for purposes approved by him/her.

C. Violations of Law

Should any provision of this agreement be found to be in violation of any Federal or State Law or Civil Service rule 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.

D. No Discrimination/Coercion

There shall be no discrimination by principals, superintendents or other agents of the employer against any employees solely because of the activity or membership in the Union. The employee shall comply with orders given by the supervisor. If it is felt that an order violates the agreement, a protest may be considered under the grievance procedure.

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this agreement.

E. Union Representative

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The Employer shall notify the local shop steward of the name and employment date of all probationary custodians in the employ of the Somerset School Committee and the Somerset Berkley Regional School Committee.

F. Employees' Physical Condition

The Somerset School Committee and the Somerset Berkley Regional School Committee reserve the right to require at any time, at their own expense, by a physician of their choice, a physical or mental examination. Before a School Committee takes any action as a result of such examination, the employee shall be given the right to submit a medical opinion from a doctor of his/her own choosing.

E. Substance Abuse

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations as of the parties recognized in the other provisions of this contract, the Somerset School Committee, the Somerset Berkley Regional School Committee and the bargaining unit agree to cooperate in encouraging employees afflicted with alcohol and/or drug abuse to undergo a program designed to rehabilitate the employee. If the employee refuses to avail himself/herself of assistance, and alcohol or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedure for dealing with problem employees will be used.

XXIII. EMPLOYEE EVALUATION

Maintaining clean and safe buildings is a top priority for the Committees. In order to ensure that all bargaining unit members are performing the full range of their duties and responsibilities, all employees will be evaluated using an evaluation tool, which is based on the written job description. The Association will have input on the evaluation tool. The employee will be given a copy of the evaluation tool and will have the right to discuss it with his/her supervisors. Employees must sign the completed evaluation tool, with the understanding that signing the tool does not constitute agreement. Employees may submit a rebuttal to the completed evaluation.

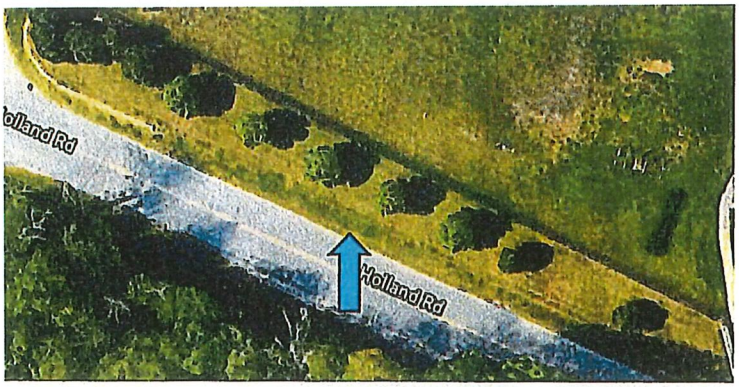
In Witness Whereof, we set our hands on the 20th day of October, 2026.

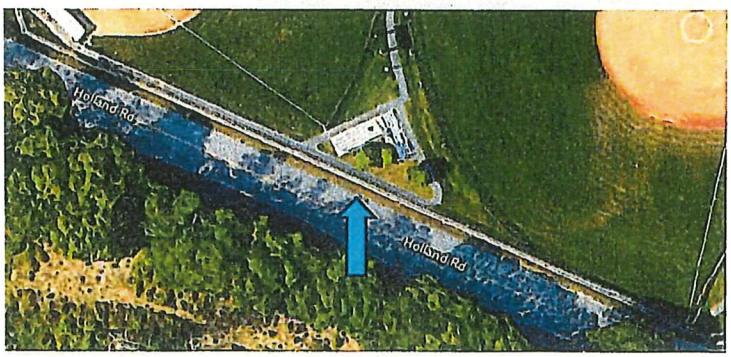
SOMERSET SCHOOL COMMITTEE

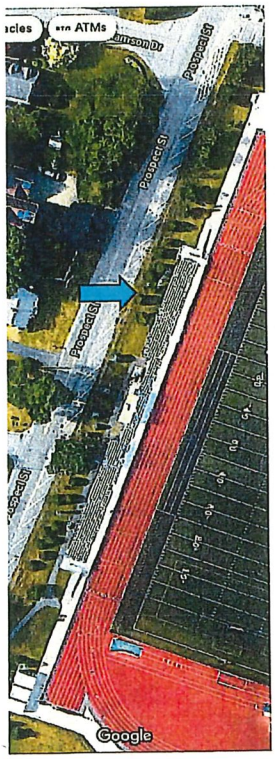
SOMERSET BERKLEY REGIONAL SCHOOL COMMITTEE

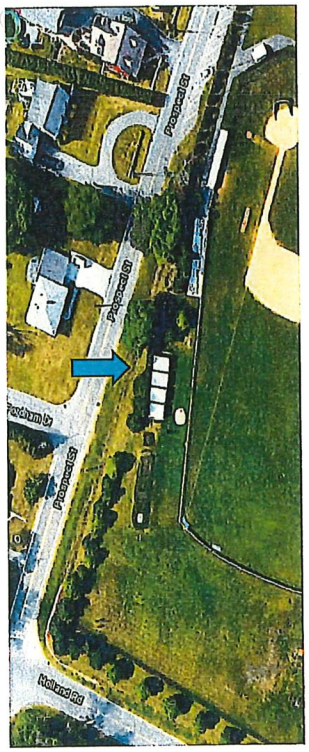
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93

- Outside of fence along Holland Road

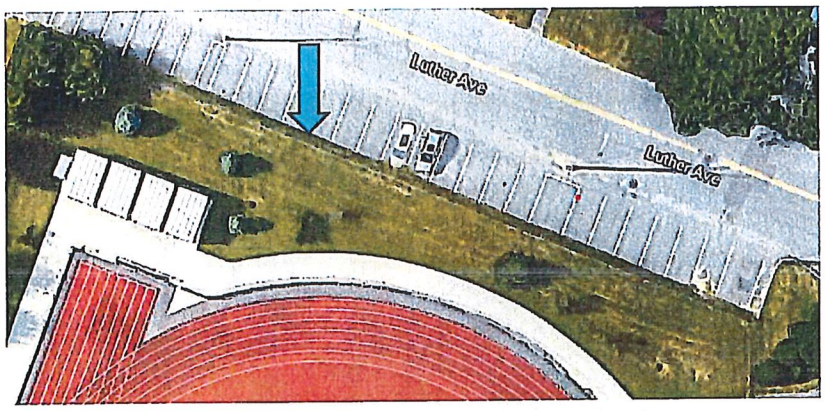








- Outside the fence along Prospect
- Inside the fence along Prospect, behind the bleachers to the corner along the shrubs/tress line



- Outside/Inside the fence Luther Avenue - from corner of Prospect to corner of parking lot
- Trim scrubs in front of the building Raider Blvd
- Weed / Mulch beds once per year (Front School Raider Blvd/ Student Dining/ County St. signs)

