

**AGREEMENT BETWEEN**  
**THE SOUTHERN BERKSHIRE REGIONAL SCHOOL**  
**DISTRICT**

**AND**

**THE SOUTHERN BERKSHIRE REGIONAL**  
**EDUCATION ASSOCIATION**

**UNIT D**

**SECRETARIES, PARAPROFESSIONALS**  
**& FOOD SERVICE WORKERS**

**JULY 1, 2018 - JUNE 30, 2021**

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**ARTICLE I**  
**RECOGNITION**

The Southern Berkshire Regional School District School Committee, hereinafter referred to as the Committee, recognizes the secretaries, instructional and non-instructional educational support personnel (ESP), Alternative Program Caseworkers, and food services employees of the Southern Berkshire Regional School District, a Unit of the Southern Berkshire Regional Education Association - MTA/NEA, hereinafter referred to as the Association, as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment as are herein set forth for the following employees:

1. All permanent full-time educational support personnel, described above, and
2. All permanent part-time educational support personnel, described above, if such part-time employees work schedule is at least twenty (20) hours per week.

The terms of this agreement shall apply to those employees who perform the duties and functions of Unit D employees, regardless of whether or not these duties or functions are performed at present, modified by new processes or equipment, or given new position titles.

**ARTICLE II**  
**W A G E S**

- A. No new unit members shall be compensated at a level higher than existing members with comparable experience in the respective positions, except when, in the judgment of the administration, the position requires special skills or licensure. Prior to a new unit member being hired at a compensation rate equal to or higher than an existing unit member, a meeting between the hiring administrator and the SBREA President or his/her designee will occur to explain the rationale for the placement. All hiring notices will be sent to the SBREA President via school email as soon as practicable.
- B. Pay Method B

School Year: All Unit D employees who are not contracted beyond 219 days shall be paid every two weeks in accordance with the work they have completed.

Beyond the School Year: Employees who are contracted beyond 219 days shall be eligible to opt to be paid hourly or to have their yearly salary divided and paid in 26 equal installments throughout the year. For those employees who choose a 26 pay method, the business administrator will notify them no later than May 1 of each year of the status of their compliance with the required work year of their respective position. If his/her required work year is not completed prior to the end of the fiscal year, pro-rata adjustments will be made in the last payroll of the fiscal year to adjust to the actual days worked.

Members also have the option of choosing pay periods of 21 or 26 weeks. Members choosing the 21 week option shall notify the business manager in writing of their choice as

soon as possible, but no later than the first day of school. The District shall provide written notice of the member's pay option prior to the beginning of the school year for the member to sign and return.

- C. Employees eligible for longevity under Article XIII shall receive such pay in a lump sum payment at the second pay period in October.

D. COMPENSATION

1. Salary Schedule:

- A. Effective July 1, 2018, the following salary schedule be in effect for employees in Categories A, B and D:

[New scale with a 1.2% increase built in]

<b>UNIT D - FY19 (July 1, 2018 - June 30, 2019)</b>			
<b>STEP</b>	<b>Category A - Food Service Personnel and Dishwasher</b>	<b>Category B - ESP and 1st Cook</b>	<b>Category D (Secretaries, Technical Paras and Cook/Manager)</b>
1	\$11.51	\$12.21	\$14.59
2	\$11.80	\$12.52	\$14.95
3	\$12.09	\$12.83	\$15.33
4	\$12.40	\$13.15	\$15.71
5	\$12.70	\$13.48	\$16.10
6	\$13.02	\$13.81	\$16.51
7	\$13.35	\$14.16	\$16.92
8	\$13.68	\$14.51	\$17.34
9	\$14.02	\$14.88	\$17.78
10	\$14.37	\$15.25	\$18.22
11	\$14.73	\$15.63	\$18.68
12	\$15.10	\$16.02	\$19.14
13	\$15.48	\$16.42	\$19.62
14	\$15.87	\$16.83	\$20.11
15	\$16.26	\$17.25	\$20.62
16		\$17.68	\$21.13
17		\$18.13	\$21.66
18		\$18.58	\$22.20
19		\$19.04	\$22.76
20			\$23.32

- B. Effective July 1, 2019, the following salary schedule shall be in effect for employees in Categories A, B and D:

[1.5% increase]

<b>UNIT D - FY20 (July 1, 2019 - June 30, 2020)</b>			
<b>STEP</b>	<b>Category A - Food Service Personnel and Dishwasher</b>	<b>Category B - ESP and 1st Cook</b>	<b>Category D (Secretaries, Technical Paras and Cook/Manager)</b>
-	-	-	-
1	\$11.68	\$12.39	\$14.81
2	\$11.97	\$12.70	\$15.18
3	\$12.27	\$13.02	\$15.56
4	\$12.58	\$13.35	\$15.95
5	\$12.90	\$13.68	\$16.35
6	\$13.22	\$14.02	\$16.75
7	\$13.55	\$14.37	\$17.17
8	\$13.89	\$14.73	\$17.60
9	\$14.23	\$15.10	\$18.04
10	\$14.59	\$15.48	\$18.49
11	\$14.95	\$15.86	\$18.96
12	\$15.33	\$16.26	\$19.43
13	\$15.71	\$16.67	\$19.92
14	\$16.10	\$17.08	\$20.41
15	\$16.51	\$17.51	\$20.92
16		\$17.95	\$21.45
17		\$18.40	\$21.98
18		\$18.86	\$22.53
19		\$19.33	\$23.10
20			\$23.67

- C. Effective July 1, 2020, the following salary schedule shall be in effect for employees in Categories A, B and D:

[1.5% increase]

<b>UNIT D - FY21 (July 1, 2020 - June 30, 2021)</b>			
<b>STEP</b>	<b>Category A - Food Service Personnel and Dishwasher</b>	<b>Category B - ESP and 1st Cook</b>	<b>Category D (Secretaries, Technical Paras and Cook/Manager)</b>
1	\$11.86	\$12.58	\$15.03
2	\$12.15	\$12.89	\$15.41
3	\$12.46	\$13.22	\$15.79
4	\$12.77	\$13.55	\$16.19
5	\$13.09	\$13.88	\$16.59
6	\$13.42	\$14.23	\$17.01
7	\$13.75	\$14.59	\$17.43
8	\$14.10	\$14.95	\$17.87
9	\$14.45	\$15.33	\$18.31
10	\$14.81	\$15.71	\$18.77
11	\$15.18	\$16.10	\$19.24
12	\$15.56	\$16.50	\$19.72
13	\$15.95	\$16.92	\$20.22
14	\$16.35	\$17.34	\$20.72
15	\$16.75	\$17.77	\$21.24
16		\$18.22	\$21.77
17		\$18.67	\$22.31
18		\$19.14	\$22.87
19		\$19.62	\$23.44
20			\$24.03

D. The salary schedule for Alternative Program Caseworkers is as follows:

Step	FY19 (1.2%)	FY20 (1.5%)	FY21 (1.5%)
1	\$21,285	\$21,604	\$21,928
2	\$21,817	\$22,144	\$22,476
3	\$22,362	\$22,698	\$23,038
4	\$22,921	\$23,265	\$23,614
5	\$23,494	\$23,847	\$24,204
6	\$24,081	\$24,443	\$24,809
7	\$24,683	\$25,054	\$25,429
8	\$25,300	\$25,680	\$26,065
9	\$25,933	\$26,322	\$26,717
10	\$26,581	\$26,980	\$27,385
11	\$27,246	\$27,655	\$28,070
12	\$27,927	\$28,346	\$28,772

Caseworkers will work the 180 days that school is in session for students.

In addition, caseworkers will work three (3) professional development days, generally to be scheduled in conjunction with the Unit A professional development schedule.

Caseworkers will have the equivalent of one (1) period per day without students for purposes of coordinating service delivery under the direction of the teacher and/or special education administrator, which may include but not be limited to modifying assignments, contact with teachers regarding assignment and homework accommodation, communications with parents/guardians and other similar activities.

Caseworkers will attend student services meetings.

2. On July 1, 2019, and July 1, 2020 members who have completed a year of satisfactory service shall advance to the next higher step of the salary schedule.
3. Employees who are asked to substitute in a higher job classification within the Unit for a full workday shall receive an additional differential of fifty (50) cents per hour per increased job classification level. However, the differential paid is not to exceed the lowest hourly rate of pay in the classification level of the replaced employee.
4. Unit D Member as Substitute: For a Unit D member serving in the role of a teacher, a pay differential of \$5.50 per hour will be paid if the Unit D member takes over the class. Said pay differentials shall only be paid in those instances when the Unit D



member takes over the class for half a day or more. Half a day shall be defined as over 140 minutes of teaching (excluding lunch, prep, and breaks).

A Unit D member who holds a nursing license and is serving in the role of School Nurse shall receive a pay differential of \$5.00 per hour.

In the event a Unit D member is asked and agrees to give up his/her half hour lunch to perform lunch duty, bus duty or recess, he/she shall be paid an additional \$8.02.

5. Late Bus Duty: Members assigned late bus supervision duty shall be compensated at their regular hourly rate for actual time worked. Late bus supervision duty shall be posted as an extra work assignment.

- E. Unit members who are granted transfers to a job classification within the unit with a higher pay scale will be placed on the new pay scale at the salary step closest to, but not less than their current hourly rate of pay.

### **ARTICLE III RIGHTS OF COMMITTEE**

The exercise by the Committee, Superintendent and principals of any of the following rights shall not alter any of the specific provisions of this Agreement.

The parties agree that the operation of the Southern Berkshire Regional School District, the supervision of the employees and of their work are the rights of the Committee, its Superintendent and principals alone. Accordingly, subject to the provisions of this agreement, the making of reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed and of employee competency; the hiring, transfer, promotion, demotion, lay-off and recall of employees; and discipline or discharge of employees are rights of the Committee in determining policy, the rights of the principals with the approval of the Superintendent in all operational matters, including the discipline of staff.

The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

### **ARTICLE IV GRIEVANCE PROCEDURE**

#### Section A

1. A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee. A grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied, except that the term "grievance" shall not apply to any matter in which the School Committee is subject to the jurisdiction or direction of an outside agency or in which the

School Committee is otherwise powerless to act. A grievance may be filed by an employee in his/her own name or by the Association on behalf of and with the consent of the aggrieved employee. Where any unit member claiming to be aggrieved elected to pursue any claim against the Committee or its representative pursuant to the provisions of this or the next succeeding Article, such method of grievance resolution shall be sole and exclusive procedure for resolving such claim, notwithstanding any provisions of laws or regulations prescribing or permitting another method of review.

#### Section B – Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees and which are covered by the contract.
2. Nothing herein contained will be construed as limiting the right of any Unit member having a grievance to discuss the matter informally with any appropriate member of the administration.

#### Section C – Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. However, the time limits specified may, except for the initial filing period, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

##### 1. Level One

An aggrieved employee under the immediate supervision of a principal/director shall present the grievance in writing, directly or through the Association, to his/her principal/director within sixteen (16) business days after the alleged act or omission. The grievance shall be orally discussed by the principal/director and

- a. the aggrieved person; or
- b. the aggrieved person in the company of a representative of the Southern Berkshire Regional Education Association; or
- c. the aggrieved person in the company of any other personal representation;  
or
- d. the representative of the Southern Berkshire Regional Education Association provided the aggrieved person gives written approval; or
- e. any other personal representative of the aggrieved person provided the

aggrieved person gives written approval.

In the case of employees not under the immediate supervision of a principal/director, the grievance procedure shall commence on the Superintendent's level (Level Two). The time limits and representation stipulations of this section shall apply.

2. Level Two

- a. If not satisfied with the disposition of the grievance at Level One or, if no decision has been rendered within ten (10) business days after presentation of the grievance, the aggrieved person or the Association may thereafter file the grievance with the Superintendent within eight (8) business days after the decision of the principal or twelve (12) business days after submitting it to the principal, whichever is shorter.
- b. The Superintendent will meet with the aggrieved person and/or a representative of the Association within eight (8) business days after the Superintendent receives the grievance in an effort to resolve it.

3. Level Three

If not satisfied with the disposition at Level Two, or if no decision has been rendered within five (5) days after the Level Two meeting with the Superintendent, the aggrieved person or the Association on his/her behalf may refer the grievance to the School Committee which will meet with the aggrieved person and a representative of the Association, if the aggrieved person so desires, within twelve (12) business days, for the purpose of resolving the grievance.

Section D – Miscellaneous

Any grievance not submitted to a higher step in the grievance procedure within the time limits provided above shall be deemed settled on the basis of the decision of the School Committee or of the applicable member of the administration of the Southern Berkshire Regional School district at the last level in which the grievance was discussed and shall not thereafter be subject to further processing.

Section E

All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

Section F

The School Committee and the Administration will cooperate with the Association in its investigation of a grievance.

## **ARTICLE V** **ARBITRATION**

### **Section A**

In the event that the grievance has not been satisfactorily settled at Level Three, or in the event that no decision has been rendered within eight (8) business days after the Level Three meeting, the Association may submit the matter to arbitration under the voluntary arbitration rules and regulations of the Board of Conciliation and Arbitration. The request or demand for arbitration must be in writing and must be filed with the Board of Conciliation and Arbitration not later than seven (7) calendar days after the Committee's Level Three response or fourteen (14) calendar days from the date of the Level Three meeting, whichever period is shorter. Failure to file a request for arbitration within this time limitation shall be expressly understood by the parties to mean that the grievance has been settled on the basis of the decision on the grievance last reached by the Committee or the applicable member of the Administration, and a grievance not timely taken to arbitration shall not thereafter be subject to any further processing.

### **Section B**

The arbitrator designated shall hear and decide only one (1) grievance in each case under the Rules of the Board of Conciliation and Arbitration. The award shall be final and binding as provided by law but the arbitrator shall have no power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement. The decision of the arbitrator shall rule only on the interpretation of the grievance as it relates to the contract.

### **Section C**

The decision of the arbitrator shall be in writing, setting forth his/her conclusion and the reasons therefore. The cost of the arbitrator shall be borne equally by the Committee and the Association, including any per diem and necessary travel expenses of the arbitrator.

### **Section D**

Any of the above time limits may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing.

## **ARTICLE VI** **GENERAL**

### **Section A**

All newly hired staff will be subject to a ninety (90) day probationary period during which the performance of the employee will be reviewed. If the review determines that the performance is unsatisfactory, the employee may be terminated, and such decision shall not be subject to the grievance procedures, as described in Article IV.

## Section B

An employee whose contract is not renewed shall, upon written request, be granted a hearing before the Superintendent relative to the non-reappointment. Said request must be made within five (5) calendar days of written notice of non-reappointment, and the hearing will be scheduled by the Superintendent as soon as possible, but not later than three (3) weeks after the request is received. Superintendent action concerning non-reappointment shall not be subject of the grievance and arbitration provisions of this Agreement.

## Section C

Unit members will not be required to drive pupils to activities which take place away from the school building.

## Section D

If negotiation meetings between the District and the Association are scheduled during the day by the Committee, representatives of the Association will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participation in such meetings.

## Section E – No Reprisals

The District and the Association expressly agree that during the life of this Agreement no reprisals will be taken against any employee covered under this contract because of his/her membership or non-membership in the Association or participation or non-participation in its activities.

## Section F – Reduction In Force

### Section A

The Committee retains the exclusive right to determine the number and type of positions which are to be retained in the schools under its control. In the event a reduction-in-force becomes necessary, such reduction shall be governed by the following:

1. Employees in the affected job classification shall be laid off in inverse order of seniority, unless in the opinion of the District a review of the background, skill, and experience of the employees together with the immediate and anticipated needs of the District and other factors provide a good and sufficient reason for the layoff of an employee other than the one(s) with the least amount of seniority.
2. For purposes of this provision, seniority is defined as the length of continuous service in the bargaining unit.
3. For purposes of this provision only, there shall be the following job classifications:
  - Food service, dish machine operators and kitchen assistants;

- Food service cooks and bakers;
- Classroom, SpEd, and 1 on 1 ESPs;
- Secretaries;
- Technical Paraprofessionals.

### Section B

1. Employees who are subject to general layoff shall be entitled to recall rights for one (1) year from the effective date of layoff.
  - a. During the recall period employees subject to recall shall be notified in writing of their recall to a vacant unit position for which they are qualified in the inverse order of their respective layoff. The notice of recall shall be sent to their last address of record by certified mail, return receipt requested.
  - b. Employees so notified shall have seven (7) calendar days from the date of the notice to respond in writing indicating their acceptance of the available position. If a written acceptance is not received within ten (10) calendar days after the date of the notice of recall, then the employee shall be considered as rejecting the offer of recall, and the employee shall be removed from the recall list.
2. All benefits which an employee has accrued up to the date of layoff shall be restored in full upon re-employment within the recall period. No benefits or seniority shall accrue during the period of layoff.
3. Benefits for the school year in which recall occurs will be pro-rated based on the date of resumption of employment.

### Section G

The District may require bargaining unit members to be examined by qualified medical personnel when the Superintendent has reason to believe that a condition exists which places the employee or others at health risks. Such required examinations will be paid for by the District.

### Section H

Any affected member shall be notified of RIF no later than June 15<sup>th</sup> of the preceding year.

### Section I – Complaint Against Employee

Complaints against an employee shall be investigated in a timely manner. The investigation will begin within ten (10) school days of receipt of the complaint. The employee will be notified in writing of the nature of the complaint, including the name of the complainant, and that an investigation is

pending, unless prevented due to the fact that the complaint is the subject of a criminal investigation. This notification shall inform the employee of his/her rights to have an Association representative at any and all meetings or interviews concerning said incident. Within fifteen (15) school days of the conclusion of the investigation, the employee shall be informed in writing of the outcome of the investigation.

## **ARTICLE VII PAYROLL DEDUCTIONS**

### Section A

The District agrees to deduct from employees' salaries money for dues for the recognized local bargaining agent as said employees individually and voluntarily authorize the Committee to deduct in writing and to transmit the monies promptly to such Association or Associations.

### Section B

The Association agrees to indemnify and to hold the Committee harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of any action taken by the Committee for the purpose of complying with the provisions of Section A above.

### Section C

When authorized individually and voluntarily by a unit member, payroll deductions will be made through the Business Administrator's office. No employee shall be allowed to change any of his/her voluntary deductions more than twice during the period September 1 to the following August 31. The Business Administrator reserves the right to refuse requests for voluntary deductions to any agency after the total number of agencies reaches ten (10).

## **ARTICLE VIII SICK LEAVE**

### Section A

Unit members shall be entitled to fifteen (15) days sick leave on the first official day of school, except first year employees, who will be entitled to one and a half (1 ½) days per month for the first year.

### Section B

Sick leave for Unit members may accumulate from year to year to a maximum of one hundred and eighty (180) days.

### Section C

The Superintendent may grant extended sick leave in his/her sole discretion.

## Section D

Sick leave may only be used for the following purposes:

- Illness or injury of the employee;
- For purposes of approved leave under the Family and Medical Leave Act of 1993;
- Parenting leave under Article VIII.F; and
- Family illness leave under Article IX.A.3(a).

No more than forty (40) days of paid sick leave or sick leave bank time may be used for any medical reason other than the employee's own personal illness or injury.

A doctor's certificate shall be required upon return from an absence exceeding five (5) days. The employee must notify the designated representative of the Superintendent on or before the first day of the absence due to illness or injury. He/she shall report the nature of the illness and the day on which he/she expects to return to work. The employee is expected to keep the designated supervisor reasonably informed during his/her absence. The Superintendent may require a physical examination of the employee by a doctor of the Superintendent's choosing, to be administered without charge to the employee.

## Section E

A record of the usage of and accumulated sick days by each employee will be maintained in the Superintendent's office and may be reviewed by the employee upon request. In addition, each employee will receive, with his/her yearly wage statement, a printout of sick days accumulated or available to date.

## Section F

Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), may be granted to a unit member for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act ("FMLA") may be granted up to a combined total of twelve (12) weeks leave.

An employee who receives leave pursuant to Section 105D and the Family and Medical Leave Act of 1993 may use up to forty (40) days of his/her accumulated sick leave for these purposes. Otherwise said leave of absence shall be without pay.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted



to twelve (12) weeks in the aggregate.

In the event an employee desires leave in excess of that granted under Section 105D or the Family and/or Medical Leave Act for the purpose of caring for the newborn, newly adopted, or newly placed child, he/she may submit a written request for unpaid childrearing leave to the Superintendent. Such leave shall not exceed 12 months and the termination of such unpaid childrearing leave shall coincide with either the start of the school year or term, as determined by the Superintendent, based upon the needs of the District and the best interests of the students.

### Section G

#### Sick Leave Bank Membership:

1. Any District employee may join the Sick Leave Bank by contributing one (1) day to the Sick Leave Bank.
2. A contribution may not be made by a first-year employee, or an employee who has accumulated less than fifteen (15) sick leave days.
3. The employee becomes a member of the "Bank" by contributing one sick day per contract. An employee must join by October 1 of a particular year. The Association Representative will compile a listing of all contributions and present it to the payroll office on or before October 1 of each contract year.
4. The one-day contribution will make employees a member of the "Bank" for the remainder of the contract. Employees who join in the second or third year of the contract will contribute one sick day and remain members of the Bank until the end of the three-year contract.
5. The Sick Leave Bank may carry contributions over to future contracts, but will not exceed a total accumulation of 600 days. The SBREA will be notified by the Central Office when the number of bank days falls below 600. At that time, employees will be notified and they may volunteer to donate more sick days to the bank.

Requesting Sick Leave Bank Days: An employee who has used all of his/her sick leave days may request to use sick leave days contributed to the Bank (Bank days) as outlined below:

1. The employee is a member of the Sick Leave Bank.
2. The employee requests that the Association petition the ad hoc Sick Leave Bank Committee to permit that employee to use up to fifteen (15) Bank days. Said ad hoc Sick Leave Bank Committee (SLB Committee) shall be comprised of two School Committee members, an administrator, and two members of the bargaining unit.
3. The Association considers the request and determines whether to petition the SLB Committee.
4. If the Association forwards the petition, the SLB Committee will meet and render a decision within ten (10) working days. Said decision is not subject to grievance or arbitration.

5. A granted petition may be renewed for up to fifteen (15) Bank days in the same manner as the original request.

Each request must be accompanied by a statement from a physician describing the employee's illness or injury.

Review of Protocols: A joint committee comprised of a representative from Unit A, Unit D, and Unit E, a representative of the School Committee designated by the Chair and a representative from the administration designated by the Superintendent will meet to review the current procedures, protocols, and requirements of the Sick Leave Bank. The recommendation of the joint committee will be submitted to the bargaining teams for negotiation as necessary. This Agreement may be reopened for the limited purpose of incorporating the recommended and agreed upon changes, if any.

## **ARTICLE IX**

### **PERSONAL LEAVES OF ABSENCE**

#### Section A – Leaves of Absence With Pay

1. Temporary leaves shall be granted at the discretion of the Superintendent for time necessary for appearances in any legal proceeding connected with the unit member's employment or with the school district.
2. A one-day leave per contract year shall be granted to attend to educational matters concerning immediate family members. For purposes of this section and elsewhere in this Agreement, where the term is used, immediate family is defined as the employee's father, mother, sister, brother, spouse, child, or domestic partner, and those held in legal guardianship. For the purposes of this section and elsewhere in this Agreement where the term is used, 'domestic partner' shall be defined as an individual with whom the employee shares a common residence, is unmarried and not related to each other by blood that would bar marriage in the Commonwealth of Massachusetts, and share financial arrangements and daily living expenses related to their common welfare. In the event an employee has more than one (1) immediate family member graduating in a given contract year, an additional day of paid leave may be granted at the discretion of the Superintendent or his/her designee to attend that immediate family member's graduation.
3. (a) Up to five (5) days per year will be granted in the event of serious illness requiring bedside attention by the employee of the employee's spouse, child, mother, father, sister, brother, or domestic partner. In the event an employee uses more than five (5) days in a year, each day over five (5) will be deducted from accumulated sick leave. No more than thirty (30) days of paid sick leave or sick leave bank time may be used for any medical reason other than personal illness. In the event an employee has no accumulated sick leave, said leave shall be without pay. Leave granted under this provision shall run concurrently with any FMLA leave granted by the District.
4. (a) Up to five (5) days shall be granted in the event of death of an employee's spouse, child, mother, father, sister, brother, or domestic partner.

- (b) A leave of up to three (3) days shall be granted to attend the funeral of an employee's grandparent, in-law, uncle, aunt, niece or nephew.
- 5. Temporary leaves shall be granted at the discretion of the Superintendent for time necessary to attend an employee's selective service physical exam.
- 6. Each employee who is a member of a state or national reserve component shall be entitled to up to 17 days each contract year to serve with the reserve group. The District shall compensate the employee for any difference in his/her normal income. The amount of military pay shall be subtracted from the wage normally paid by the District.
- 7. In each school year, the employee, with the written approval of his/her supervisor, shall be granted three (3) days of leave for imperative personal business or legal obligations which cannot be conducted outside of school hours. Requests for such leave must be made in writing as early as possible, but not less than 24 hours before such absence occurs, except in extreme emergencies. No personal leave will be granted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two or last two weeks of the school year, unless the approval of the Superintendent is obtained. Employees seeking approval to use personal leave to extend a holiday or vacation period or during the first two or last two weeks of the school year must include a reason for the request and the Superintendent reserves the right to grant or deny the request with or without pay. Personal leave days shall not be cumulative.

Any unused personal days remaining as of June 30 of any year covered by this Agreement shall be converted to sick time.

- 8. An employee who is absent from work due to being called for jury duty will be paid the difference between the amount received from the courts for jury duty and his/her regular per diem rate of compensation.
- 9. An employee who is absent from work due to an accident or illness covered by Workmen's Compensation will be paid the difference between the amount received from Workmen's Compensation and his/her regular per diem rate of compensation.
- 10. A member may apply for catastrophic family sick leave for the serious health condition of an immediate family member using the procedures set forth at Appendix B. For purposes of this section, "immediate family member" shall be defined as the member's spouse, child, parent, sibling, or member of his/her immediate household and "serious health condition" shall have such meaning as set forth under the federal Family and Medical Leave Act ("FMLA").
- 11. Up to fifteen (15) days of paid domestic violence leave will be granted to eligible employees in accordance with M.G.L. c. 149, s. 52E and applicable District policy.
- 12. No provision of this Article will negate any provision of the Federal Family Leave Act.

13. All requests for leaves under the provisions of this section shall be made in writing, except for items 3 and 4.

#### Section B – Leaves of Absence Without Pay

1. Military leave shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States. Upon satisfactory completion of his/her military service and after making application for reemployment rights to which he/she is entitled under the U.S. Military Training Act, the Armed Forces Reserve Act and the applicable laws of Massachusetts.
2. A leave of absence of up to one year may be granted by the Superintendent in his/her sole discretion for the purpose of an employee's caring for a sick member of his/her immediate family. Leave may be extended at the discretion of the Superintendent. For purposes of this section and elsewhere in this Agreement, where the term is used, immediate family is defined as the employee's father, mother, sister, brother, spouse, child, or domestic partner, and those held in legal guardianship. For the purposes of this section and elsewhere in this Agreement where the term is used, 'domestic partner' shall be defined as an individual with whom the employee shares a common residence, is unmarried and not related to each other by blood that would bar marriage in the Commonwealth of Massachusetts, and share financial arrangements and daily living expenses related to their common welfare.
3. After four years' continuous employment in the District, an employee may be granted a leave of absence for up to one year for physical disability in the sole discretion of the Superintendent. Requests for beginning and terminating such leave must be supported by medical evidence from a doctor selected by the Superintendent.
4. Return from leaves: Employees shall not accrue sick time while out on an unpaid leave of absence. However, unused, accumulated sick leave as of the date the employee begins an unpaid leave of absence shall be credited to the employee upon his/her return, and he/she will be assigned to the same position that he/she held at the start of the leave, if available. If the same position is not available, the employee will be assigned to the most nearly equivalent position available and for which he/she is qualified. The Superintendent or his/her designee shall be the judge of the equivalency of the available position and the qualification of the employee.
5. All requests for leaves, extensions, or renewals of leaves shall be made in writing to the Superintendent or his/her designee and responded to in writing. Requests shall not be accepted by email.

## **ARTICLE X**

### **POSTING OF POSITIONS**

#### **Section A**

Whenever any permanent vacancy in a Unit position which the Committee intends to fill occurs during the school year, it will be adequately publicized by the Superintendent, or his/her designee, by means of a notice placed on the Association bulletin boards. Adequate publication shall mean that the notice shall be posted at least ten (10) calendar days prior to the filling of the position. Unit members who apply for a posted position within the District shall be granted an interview for said position and the disposition will be acknowledged in a timely manner. The Superintendent retains the right, based upon the needs of the District and its students and available funds, to create temporary positions for an initial period of thirty (30) work days. In the event the Superintendent, in his/her sole discretion, determines there is a need, after consultation with the Association President, such temporary position may be extended for an additional thirty (30) days. Temporary positions as described herein are not subject to the provision of this Agreement and such positions do not need to be posted in accordance with this Article.

#### **Section B**

When, in the judgment of the Superintendent, the qualifications of applicants for the publicized vacancy are equal, preference will be given to the Unit member already employed by the system.

#### **Section C**

Notice of all vacancies which occur during the months of July and August shall be given to the Association President via mail and e-mail and placed on the District bulletin boards. No position shall be filled sooner than ten (10) calendar days of giving such notice. Prior to offering a position the Superintendent or his/her designee shall confer with the Association President or his/her designee regarding the proposed hire.

#### **Section D – Assignments and Transfers**

The Business Manager/principal/director, in consultation with the superintendent, shall make assignments and transfers of unit members for the efficient operation of the schools. Such transfers and assignments may be either permanent or temporary.

The preferences of employees shall be taken into consideration in making assignments and transfers; however, the best interests of students and the District must be given priority.

Within an individual school, a principal may assign employees to tasks appropriate to their positions and qualifications.

**ARTICLE XI**  
**WORKDAY AND WORK YEAR**

**Section A**

The work year for support personnel, other than those specified elsewhere in the contract, who work more than twenty (20) hours per week, will be one hundred and eighty-one (181) full days, regardless of student early release days or snow days. Holidays and vacations shall not be considered as part of the one hundred and eighty-one (181) day work year. The 181<sup>st</sup> day will be the day prior to the students' first day of school each year. In the event of a delayed opening or unplanned early closing, release or unplanned closing, Unit members will be paid for a full day. In the event of a scheduled half day, Unit members will be paid for a half day. As necessary, an additional day may be scheduled at the discretion of the employee's supervisor.

The work year for support personnel who work between 181 days (10 month employees) and 220 days (12 month employees) shall commence on July 1 and end on June 30 with the actual work days to be determined on an annual basis with the employee's supervisor. Once the actual work days are determined, an employee may not unilaterally change his/her work days. So-called "No pay" days can only be taken on days when school is not in session for students.

**Section B**

Unit members shall receive a duty-free thirty (30) minute lunch period.

**Section C**

Existing practices, in regard to breaks, will continue during the life of this agreement.

**Section D**

Unit members will be paid time and one-half for work beyond forty (40) hours per work week. All overtime work shall require the advanced approval of the employee's principal or director. This shall include field trip duty when assigned in advance. Unit members assigned to overnight field trips will be compensated at a rate of \$50.00 for a full day and \$25.00 for a half day in addition to the normal hourly pay.

**Section E**

Secretaries may not perform work at home.

**Section F**

The workday for ESPs will be 7 hours. The specific times would be at the discretion of the employee's supervisor.

**Section G**

The general work assignments for ESPs will normally be made in one of the following areas: early

childhood, grades K-6, special education, or grades 7-12. Employees, with the exception of one-on-one ESPs, will be notified of the anticipated general assignment on or before August 15. A sincere effort will be made by the District administrators to inform 1-on-1 ESPs about assignments for the new year as early as possible before the opening of school. Nothing herein shall prohibit the Superintendent from reassigning ESPs with the exception of one - on - one ESPs at any time when in his/her judgment it is necessary to ensure that the best interests of the students/District are served.

Section H

If a student is absent, a one-on-one ESP may be assigned to other ESP duties by his/her direct supervisor.

**ARTICLE XII**  
**RETIREMENT AND RETIREMENT BENEFITS**

Section A – Retirement

All full-time employees are required to participate in the Commonwealth of Massachusetts Retirement System, Berkshire County.

Section B – Retirement Benefits

Upon retirement, after completion of fifteen (15) or more continuous years of service on a one-half time basis or more in the Southern Berkshire Regional School District, provided that application for the retirement benefit is made one year in advance of retirement, any employee who has accumulated days of sick leave (maximum accrual being one hundred and eighty (180) in accordance with Article VIII, Section B), will be compensated for the unused sick leave in the following manner:

Number of Accumulated Sick Days	Amount Paid Per Day
For Days 1 – 100	\$20
For Days 101-140	\$30
For Days 141-180	\$40

**ARTICLE XIII  
LONGEVITY**

Employees who have been employed in the District ten (10) or more years (not necessarily consecutive) in a Unit D position will be entitled to the following longevity benefit:

	July 1, 2018	July 1, 2019	July 1, 2020
10-14 years	\$1,000.00	\$1,050.00	\$1,100.00
15-19 years	\$1,150.00	\$1,200.00	\$1,250.00
20 or more years	\$1,650.00	\$1,750.00	\$1,850.00

**ARTICLE XIV  
INSURANCE**

Section A

The Association and the Committee are Parties to an Agreement made under the provisions of M.G.L. c. 32B, Sections 21-23 executed by the Committee on October 30, 2017 (hereinafter referred to as “the PEC Agreement”).

Section B

The District, pursuant to Chapter 150 of the Acts of 1962, shall provide and contribute eighty percent (80%) of the cost of \$5,000 of Life Insurance, which includes \$5,000 in accidental death and dismemberment benefits. An Administrative bulletin will be sent to each member offering additional life insurance if the group so desires, at the expense of each individual.

Section C

For the term of this contract, the District, pursuant to Chapter 150 of the Acts of 1962, shall provide and contribute to employee insurance plans as follows: seventy-five percent (75 %) the cost of an indemnity medical insurance (preferred provider) plan\*, OR eighty percent (80 %) of the cost of the Blue Cross/Blue Shield Point of Service Plan\*, OR eighty percent (80%) of an HMO Plan \* for each employee. (\*Assuming availability from the provider of such product).

In a case in which the District employs both members of a legally married couple, the district's contribution shall be limited to the above percentages for one (1) family plan, or two (2) individual plans, per couple.

In addition, the District agrees to provide eighty percent (80%) of a dental plan and to contribute \$4.29 towards the monthly premium cost of disability insurance for eligible employees. The District agrees to explore with the Berkshire Health Group the possibility of offering one (1) additional dental



plan to members, however, at no time will the District pay more than 80% of the cost of the Dental Blue Program 1 Plan, regardless of which plan the employee actually chooses. Employee insurance contributions may be made on a pre-tax basis.

#### Section D

The District shall also continue to provide the presently existing insurance benefits without cost to all employees covered by this agreement:

1. Workmen's Compensation – statutory requirements;
2. Liability insurance – \$500,000;
3. District non-ownership automobile liability insurance – \$1,000,000/25,000;
4. District fire policy for personal belongings – \$500.

Note: Written description of the terms, coverages and limits of the above policies are available in the District Business Administrator's Office.

### **ARTICLE XV** **PAID HOLIDAYS**

#### Section A

All Unit D employees shall receive their regular compensation for each of the days listed, provided they are scheduled to work the workday immediately before and after each holiday, and they were not absent without due cause the workday before and after each holiday.

#### Section B

The following are paid holidays for all Unit D members who work 220 days: New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Patriots Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas, unless there is school on Good Friday. In the event Good Friday falls on a school day, Unit members will be entitled to a floating holiday to be taken within that current school year.

#### Section C

All Unit members whose work year is less than 220 days, but more than 10 months, will receive paid holidays as follows: six (6) paid holidays (Labor Day, Columbus Day, Thanksgiving Day, Christmas, New Year's Day, Memorial Day) would apply to all secretaries/clerks, regardless of service. Three (3) additional holidays (Martin Luther King Day, Veterans Day and Patriots Day) for those with six years of service. Twelve (12) paid holidays (same as 220-day positions) after 15 years of service.

Section D

Unit D 10-month employees will receive the following holiday benefit:

- New employees will receive 2 paid holidays (Christmas and New Years Day).
- Those with 5 years or more service will be entitled to four paid holidays (Thanksgiving, Christmas, New Years Day, and Presidents' Day)
- Those with 9 years or more service will be entitled to six paid holidays (Veterans' Day, Thanksgiving, Christmas, New Years Day, Presidents' Day, Patriots' Day)
- Those with 12 years or more service will receive seven paid holidays (Veterans' Day, Thanksgiving, Christmas, New Years Day, Presidents' Day, Patriots' Day, and Memorial Day)
- In addition to the seven holidays listed above for employees with 12 or more years of service, those with 15 years or more of service will receive Labor Day as a paid holiday, provided the student school year starts before Labor Day.

Section E

Holiday pay shall be based on normal workday at straight time rate.

**ARTICLE XVI**  
**PAID VACATIONS**

All Unit D employees who work 220 days will have the following benefits:

After: 1 year of service	1 week
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks

Paid vacation time may only be used during the year subsequent to the year in which the vacation time is earned. Example: A 220 day Unit D employee who begins work for the District on July 1, 2000 will, upon completion of the year 6/30/2001, providing the employee's contract has been renewed for the 2001-2002 year, be entitled to 5 days of paid vacation in the 2001-2002 year.

A member who has been unable to use his/her accrued vacation time may elect to carry over up to five (5) vacation days to the next fiscal year, with the approval of the Superintendent or his/her designee, with said days to be used by August 15th. Members seeking to exercise this option must provide the Superintendent or his/her designee with notice in writing by April 30th.

**ARTICLE XVII**  
**SUPPLEMENTAL CUSTODIAL AND MAINTENANCE SERVICES**

Individuals currently employed by the District in Unit D positions covered by this Collective Bargaining Agreement are eligible for employment as supplemental custodial and maintenance staff at such hourly rates of pay as are determined by the Superintendent, so long as such additional employment does not conflict with or derogate from the employee's duties. Work performed as supplemental custodial and maintenance staff shall not be considered Unit D bargaining unit work and shall not be subject to the terms and conditions of the Unit D Collective Bargaining Agreement. Such personnel shall be considered temporary or seasonal employees and shall not be part of the Unit E bargaining unit nor subject to the terms and conditions of the Unit E Collective Bargaining Agreement.

**ARTICLE XVIII**  
**EVALUATION**

The purpose of evaluation is to help improve the quality of services rendered by Unit members.

Each unit member will be evaluated once in each academic year by the Superintendent or his/her designee. Evaluations will be in written form, using an agreed upon instrument, and be conducted openly and with full knowledge of the employee. The agreed upon evaluation instrument is attached as Appendix C.

All evaluations will be prepared in two (2) copies. Each employee will receive one (1) copy of the evaluation during a post evaluation conference with his/her supervisor.

Evaluations will be conducted and prepared by an appropriate member of the administration. Peer assistance is highly recommended as an adjunct to the evaluation process.

Evaluations will be completed and copies provided by May first (1) of each academic year. The evaluation of May 1 will make a specific recommendation on continued employment.

Employees will have fifteen (15) days from the receipt of the evaluation to make any written comments regarding their evaluation. Any such comments will be attached to the evaluation and placed in the individual's personnel file.

Employees will be given the opportunity to sign their evaluation given, with the understanding that their signature does not imply agreement with the contents of the evaluation.

The Parties agree to reopen this Agreement for the purpose of negotiating a new evaluation instrument and process when DESE provides guidance for employees covered by this Unit.

**ARTICLE XIX**  
**CONTINUITY OF EMPLOYMENT**

Section A

The Association and its members, individually and collectively, hereby expressly agree that during the life of this Agreement they will not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence from or refusal to perform assigned duties, illegal picketing or other unlawful activity directed against the Southern Berkshire Regional School District.

Employees who participate in any such activities shall be subject to appropriate disciplinary action by the Superintendent within the laws of the Commonwealth.

**ARTICLE XX**  
**EFFECT OF AGREEMENT**

Section A

This Agreement contains the full and complete agreement between the Committee and the Association on all bargainable issues and supersedes all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.

Section B

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the subject matter referred to, or covered by this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement.

Section C

Any waiver or breach of any condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section D

If any provision of this Agreement or any application thereof shall be found contrary to law, 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 will continue in full force and effect.

**ARTICLE XXI**  
**DURATION OF AGREEMENT**

The terms of this contract shall be for three (3) years commencing July 1, 2018 through June 30, 2021. The contract will automatically renew itself for periods of one (1) year thereafter unless either party notifies the other in writing by November 1, 2020, that it wishes to open negotiations for a successor agreement. However, the parties may, by mutual agreement, negotiate changes in any portion of this contract which they agree imposes an unfair burden. Such agreement to negotiate during the term of this Agreement must be reduced to writing and signed by both parties.


The terms of this Agreement are subject to ratification by the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 4<sup>th</sup> day of March, 2019.

FOR THE SOUTHERN BERKSHIRE  
REGIONAL SCHOOL DISTRICT

  
\_\_\_\_\_  
Ken Knox,  
Its Chair

FOR THE SOUTHERN BERKSHIRE  
REGIONAL EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
Patrick W. Barrett  
Its President

## **APPENDIX A**

### **SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT INCENTIVE PLAN FOR UNIT D SCHOOL LUNCH EMPLOYEES**

**2016-2018**

**Objective:**

To provide for food service employees to operate an efficient and effective program, without compromising quality and the overall financial stability of the school lunch revolving fund.

**Eligibility:**

To be eligible for either a "full" or "half" premium, a staff member must have been employed on a permanent basis for at least eight (8) months of the fiscal year and continue their employment into the following year. (Retirees who are otherwise eligible will receive their premium upon retirement.) Eligibility for a "full" premium require employment of a minimum of six (6) hours per day throughout the minimum period defined above, and eligibility for a "half" premium requires employment for at least three (3) hours, but less than six (6) hours, per day, similarly.

**Amount of Premium Pay:**

The pay for a "full" premium will be \$700.00 and \$350.00 for a half premium.

Payment will be made in a lump sum payment in the first (1<sup>st</sup>) pay in October.

## APPENDIX B

### **PROCEDURES FOR VOLUNTARY DONATION OF SICK LEAVE BENEFITS**

1. Donations of accrued sick leave must be in whole days, with a minimum of one day per donation.
2. The donating employee shall specify the employee to receive the value of the donation.
3. Prior to proceeding the first donation(s) to an employee, the Human Resources Department will verify the eligibility of the named recipient (i.e. employee status, family member with serious health condition, and exhaustion of all accrued, paid personal, vacation, and family sick days) and request the individual's written consent to receive donations. No donations will be processed until this written authorization is received. The authorization will remain valid until the individual revokes it or he/she becomes ineligible to participate in the program.
4. Under a similar program, the IRS has ruled that these payments are to be considered wages, and therefore taxable income to the recipient. As a result, the payments will be included in the annual Form W-2 prepared for the recipient and State and Federal income tax and FICA/Medicare tax and Supplemental Retirement contributions depending on the eligibility of the recipient, will be withheld by the Payroll at the time of payment. The IRS has also ruled that the donating employee realizes no income and incurs no tax deductible expense or loss, either upon donation or payment to the recipient.
5. The School District will not inform the recipient of the names of those donating hours or the number of hours donated.
6. The donations processed for a recipient each pay period shall be limited to the amount equal to that individual's regular gross earnings per pay period (i.e. his/her current hourly base rate multiplied by his/her schedule hours of work per pay period). In the event donations exceed this limit, they will be processed in order of the date on the donation authorization form, with the earliest date processed first. Excess donations will be held until the following pay period(s) and processed at that time.
7. Once a donation has been processed, neither the donor nor the recipient may revoke the transaction, even if it has not yet been paid.

**ADMINISTRATIVE RESPONSIBILITY:** The Human Resources Department/Business Manager shall be responsible for implementing and maintaining this program.

## APPENDIX B

### **CATASTROPHIC FAMILY ILLNESS** **PROCEDURES FOR VOLUNTARY DONATION OF SICK LEAVE BENEFITS**

1. Donations of accrued sick leave must be in whole days, with a minimum of one day per donation.
2. The donating employee shall specify the employee to receive the day(s) donated.
3. Prior to processing the first donation(s) to an employee, the Human Resources Department will verify the eligibility of the named recipient (i.e. employee status, family member with serious health condition, and exhaustion of all accrued, paid personal, vacation, and family sick days) and request the individual's written consent to receive donations. No donations will be processed until this written authorization is received. The authorization will remain valid until the individual revokes it or he/she becomes ineligible to participate in the program.
4. Under a similar program, the IRS has ruled that these payments are to be considered wages, and therefore taxable income to the recipient. As a result, the payments will be included in the annual Form W-2 prepared for the recipient and State and Federal income tax and FICA/Medicare tax and Supplemental Retirement contributions depending on the eligibility of the recipient, will be withheld by the Payroll at the time of payment. The IRS has also ruled that the donating employee realizes no income and incurs no tax deductible expense or loss, either upon donation or payment to the recipient.
5. The School District will not inform the recipient of the names of those donating days or the number of days donated.
6. The donations processed for a recipient each pay period shall be limited to the amount of days equal to that individual's regularly scheduled work days per pay period (i.e. his/her current schedule hours of work per pay period). In the event donations exceed this limit, they will be processed in order of the date on the donation authorization form, with the earliest date processed first. Excess donations will be held until the following pay period(s) and processed at that time.
7. A day donated will be equal to a day used, regardless of the actual hourly rates of pay of the donor and the recipient.
8. Once a donation has been processed, neither the donor nor the recipient may revoke the transaction, even if it has not yet been paid.
9. Donors will complete the Southern Berkshire Regional School District Sick Leave Voluntary Donation Form for Catastrophic Family Illness.
10. A Memorandum of Agreement for Consent to Donation of Sick Days for Catastrophic Family Illness will be entered into by and between the District, the SBREA, Unit D, and the Recipient.

**ADMINISTRATIVE RESPONSIBILITY:** The Human Resources Department/Business Manager shall be responsible for implementing and maintaining this program.



APPENDIX B

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT  
SICK LEAVE VOLUNTARY DONATION FORM  
FOR CATASTROPHIC FAMILY ILLNESS**

**Sick Leave Waiver & Donation Authorization Form**

Having read and understood the Southern Berkshire Regional School District Procedures for Voluntary Donation of Sick Leave Benefits and subject to the terms and conditions set forth herein, I hereby voluntarily waive my entitlement to and donate \_\_\_\_\_ day(s) of my accrued sick leave on the condition that the equivalent dollar value of the day(s) I donate is paid by the District to the employee I have identified below:

**EMPLOYEE TO RECEIVE DONATION:**

NAME:	DEPARTMENT/SCHOOL:

I understand that upon submission of this form, I cannot control the time of the deduction of the donated day(s) from my sick leave balance and that, while I will not be specifically notified when the donation is processed. I may determine this by monitoring the sick leave balance reported to the Human Resources Department.

Donor's Name (print): \_\_\_\_\_  
(Last, First)

Donor's Social Security Number: \_\_\_\_\_

Donor's Department/School: \_\_\_\_\_

Donor's Signature: \_\_\_\_\_

*Return Form to Human Resources Office*

APPENDIX B

**Memorandum of Agreement  
Consent to Donation of Sick Days for Catastrophic Family Illness**

This Memorandum of Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ between the Southern Berkshire Regional School District Committee (“District”), the Southern Berkshire Regional Education Association (“SBREA”), and one of its members, \_\_\_\_\_. Due to the fact that \_\_\_\_\_ has exhausted all of his/her accrued, paid personal, vacation, and family sick days and his/her immediate family member (as that term is defined at Article IX, Section A (10) of the Collective Bargaining Agreement) suffers from a serious health condition (as further defined at Article IX, Section A(10)), the Parties agree to allow \_\_\_\_\_ to accept donated sick days from fellow SBREA members for his/her use. To that end, the Parties agree to the following:

1. Individual SBREA members shall be allowed to donate sick day(s) to a temporary pool of days for the sole use of \_\_\_\_\_. Members may donate one (1) or more days with the express understanding that any and all donated days will be deducted from his/her personal sick leave accumulations whether or not said day(s) are ultimately used by June 30, 20\_\_.
2. SBREA members wishing to donate sick day(s) will do so by contacting the Human Resources Department, following the set procedures and filling out the appropriate paperwork. (Refer to Appendix B of the Collective Bargaining Agreement.)

**Southern Berkshire Regional School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Superintendent

**Southern Berkshire Regional Education Association**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its President

\_\_\_\_\_

Date: \_\_\_\_\_

**SBREA Member**

SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT  
Unit D Evaluation

- AA Above Average
- A Average
- BA Below Average
- NA Not Applicable

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL/DEPT \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

I. WORK ATTITUDE

- a. Demonstrates professional task-oriented behavior
- b. Reports to work on time
- c. Demonstrates promptness and accuracy
- d. Attends regularly

AA	A	BA	NA

III. INTERPERSONAL RELATIONSHIPS

- a. Relates Positively with students, staff, parents and community
- b. Cooperates with staff, parents and community
- c. Accepts guidance and suggestions
- d. Volunteers for projects beyond the normal scope of duties

AA	A	BA	NA

Comments: \_\_\_\_\_

II. PRODUCTIVE TECHNIQUES

- a. Demonstrates knowledge of standard procedures
- b. Demonstrates organizational skills
- c. Skilled in detail work
- d. Demonstrates competence in clerical skills (i.e., filing, typing, office machines, etc.)
- e. Demonstrates initiative and resourcefulness

AA	A	BA	NA

IV. PROFESSIONAL GROWTH

- a. Enrolls in courses, workshops and other staff development

AA	A	BA	NA

Comments: \_\_\_\_\_

Additional comments: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

The employee's signature indicates that he/she and the evaluator have discussed this evaluation, but does not necessarily indicate agreement with the evaluation.