

AGREEMENT BETWEEN
THE SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
AND
THE SOUTHERN BERKSHIRE REGIONAL EDUCATION
ASSOCIATION

UNIT E

JULY 1, 2018 - JUNE 30, 2020

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ARTICLE I
RECOGNITION

The Southern Berkshire Regional School District School Committee, hereinafter referred to as the Committee, recognizes the custodial and the maintenance staff 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 full-time custodial and maintenance staff, and
2. All part-time custodial and maintenance staff, 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 E, 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
UNIT E SUPPORT STAFF SALARY SCHEDULE(S)

- A. No new unit members hired after July 1, 2012 shall be compensated at a level higher than existing members in the respective positions, except for those positions that require special skills or licensure.
- B. 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 performance is unsatisfactory, the employee may be terminated, and such decision shall not be subject to the grievance procedures, as described in Article IV.

C. Compensation:

1. Salary Schedule

UNIT E - FY19 - FY20		
STEP	FY19 (New Scale with 1.2% built in)	FY20 (1.5% Increase)
1	\$15.42	\$15.65
2	\$15.81	\$16.04
3	\$16.20	\$16.44
4	\$16.61	\$16.85
5	\$17.02	\$17.28
6	\$17.45	\$17.71
7	\$17.88	\$18.15
8	\$18.33	\$18.60
9	\$18.79	\$19.07
10	\$19.26	\$19.55
11	\$19.74	\$20.03
12	\$20.23	\$20.54
13	\$20.74	\$21.05
14	\$21.26	\$21.58

2. Effective July 1, 2019, employees who have completed a year of satisfactory service will be moved to the next step on the salary schedule.
3. Waste Water Treatment Stipend: An additional \$3.50 per hour will be paid to any qualified Unit E member for those hours approved in advance by the Business Administrator (or other member of the administration responsible for supervising such Unit E personnel, hereinafter, "the Business Administrator") spent working at the waste water treatment facility, in accordance with Department of Environmental Protection standards/requirements.
4. District Mechanic Stipend: An additional \$2.00 per hour will be paid as a District Mechanic Stipend.
5. Night Shift Supervisor Stipend: An additional \$1.50 per hour will be paid to the night shift supervisor.
6. Night Shift Differential: Any custodian working the evening shift shall receive a shift differential equal to one-half his/her regular hourly rate. (Note: This benefit will not be available to a custodian who ordinarily works the night shift when he/she works a day shift.) Night shift, for the purposes of this section, is defined as any full shift ending after 8:59 p.m. By way of example only, a custodian whose regular hourly rate is \$10.56 and who works an evening shift, as defined above, will receive an additional \$5.28 for each such shift worked.

D. Evaluation:

1. Unit E members will be evaluated annually by the Superintendent or his/her designee. Evaluations will be in written form, using the instrument attached as Appendix A.
2. Unit E employees whose work is evaluated as unsatisfactory will be placed on probation. Probationary Unit E employees who fail to improve to the District's standard will have their employment terminated. Probation periods will not exceed 90 days. Any change in the evaluation system will be subject to collective bargaining.

ARTICLE III
RIGHTS OF COMMITTEE

The exercise by the Committee, Superintendent and administrators 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 administrators 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 administrators 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

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 E 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 Unit E employees and which are covered by the contract.
2. Nothing herein contained will be construed as limiting the right of any Unit E 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

Unit E employees will receive written notice from the Business Office regarding individual employment status on or before June 15 of each contract year. Unit E employees will receive an accounting of their hourly wage, available sick days and vacation days, confirmation of inclusion in insurance programs, and length of service on or before August 15 of each contract year.

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 to the grievance and arbitration provisions of this Agreement.

Section C

If negotiation meetings between the Committee and the Association are scheduled during the day (working hours) 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 D

The Committee 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 E

Where operational, budgetary, and scheduling requirements allow, the District will take steps to notify any employee directly affected by a staff reduction by May first of the school year last preceding the year in which the reduction is to become effective.

Section F

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. (Pre-placement physical will be paid for by the employee.)

Section G

Unit E members will not be required to drive pupils or any vehicle for which they do not hold an appropriate license. When in the sole judgment of an administrator, an emergency exists, Unit E members may be required, upon request of the administrator, to attend to and stay with a student(s) until the emergency situation is resolved.

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 an employee, 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 July 1, except first year employees, who will be entitled to one and one-fourth (1 ¼) days per month for the first year of employment.

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 (b).

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.

A doctor's certificate shall be required upon return from an absence exceeding five (5) days. The employee must notify, if possible, 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 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 salary statement a print out of his/her sick leave 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/or the Family and Medical Leave Act of 1993 may use up to forty (40) days of 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.

Upon expiration of the leave period, as described in Section 105D and/or the Family and Medical Leave Act of 1993, the employee may request additional child-rearing leave time of the Superintendent, which shall be granted or denied in the Superintendent's discretion. In the event that an employee absent on such leave requests a leave of absence greater than the leave period described in Section 105D and/or the Family and Medical Leave Act of 1993, 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.

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 members' employment or with the school district.
2. A one-day leave shall be granted to permit an employee to attend commencement exercises at which he/she or a member of his/her immediate family will be awarded a degree or diploma, provided that the commencement exercise is held during the school day and/or is a minimum of 75 miles from the home of the Unit E employee. 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. A leave of up to five (5) days shall be granted in the event of death or serious illness requiring bedside attention by the employee of his/her spouse, child, parent, sister or brother, or domestic partner.
4. 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 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 salary 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. Absence without loss of pay not to exceed two (2) days will be granted by the Superintendent or his/her designee to employees for approved professional improvement activities such as workshops and seminars.
11. The District will comply with all state and federal laws regarding leave of any sort.
12. All requests for leaves under the provisions of this section shall be made in writing, except for items 3 and 4.
13. Up to 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.

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, a unit member 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 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 public bulletin board outside of the Superintendent's office and by notification of a point person (to be designated by the Association), who will post the notice on the SBREA Bulletin Board. Such notice shall briefly describe the position involved including the background, experience required, and skills necessary for the position. Adequate publication shall mean that the notice shall be posted at least ten (10) calendar days prior to the filling of the position.

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, by mail and e-mail, and placed on the public bulletin board outside of the Superintendent's office. Such notice shall briefly describe the position involved including the background, experience required, and skills necessary for the position. No position shall be filled sooner than ten (10) calendar days of giving such notice.

Section D – Assignments and Transfers

The Director of Building and Grounds in conjunction with the Business Manager, 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, an administrator may assign employees to tasks appropriate to their positions and qualifications.

Care shall be exercised by the administration to see that all District facilities are equitably staffed with necessary unit members.

ARTICLE XI **WORKDAY AND WORK YEAR**

Section A

If the workday and/or work year for employees is changed, the changes will be subject to negotiation.

Section B

The parties acknowledge that the present customary practice is that full-time employees work an 8 hour day and receive a ½ hour unpaid meal period. The meal period for those custodians working the evening shift shall be from 7:00 p.m. to 7:30 p.m. On occasion, the supervisor may require an employee to work during his/her meal break, and in such cases, the employee shall be permitted to take his/her meal break at a mutually convenient alternative time. (As amended, 10-12-2006)

Section C

The parties acknowledge that full-time employees receive a 15 minute work break in the first half of the shift and a 10 minute work break in the last half of the shift.

Section D

Unit members will be paid time and one-half for work beyond eight (8) hours per day or forty (40) hours per work week. All overtime work shall require the advance approval of the employee's supervisor.

Section E

Insofar as it is practicable and consistent with the efficient operation of the District, regular and overtime work shall be distributed on an equitable basis among unit members. Overtime shall be offered on a rotating voluntary basis before any employee is required to perform any mandatory

overtime. Mandatory overtime shall be assigned to employees of their assigned campus on a rotating basis. Employees may defer overtime that has been assigned to them with less than three weeks notice if that employee has a commitment that he/she is not able to reschedule. Overtime that is assigned more than three weeks prior may not be deferred except under extreme circumstances. Overtime may be assigned to any employee, at any time, if an emergency exists that threatens safety or property. In such circumstances, employees must report to the assigned work location as soon as is reasonably possible.

Section F

An employee called in to work for a period other than his/her regular work day shall be paid for not less than two (2) hours.

Section G

Employees will be provided with five (5) short-sleeve and five (5) long sleeve uniform shirts and three (3) sweatshirts each contract year, which are required to be worn while at work.

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 Subdivision.

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
1 – 100	\$20
101-140	\$30
141-180	\$40

ARTICLE XIII
LONGEVITY

Unit members who have been employed in the District ten (10) or more years (not necessarily consecutive) in a Unit E position will be entitled to the following longevity benefit. Such benefit will be paid the second pay period of October:

	July 1, 2018	July 1, 2019
10-14 years	\$900.00	\$950.00
15-19 years	\$1,050.00	\$1,100.00
20 or more years	\$1,550.00	\$1,650.00

ARTICLE XIV
INSURANCE

Section A

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 B

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 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. 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 eighty percent (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

The following are paid holidays for all Unit E members:

New Years Day, Martin Luther King Day, Presidents Day, Patriots Day, Good Friday (if school is not in session), Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas.

Employees shall receive their regular compensation for each of the above days, provided they are scheduled to work the work day immediately before and after each holiday, and they were not absent without due cause the work day before and after each holiday.

Section B

Holiday pay shall be based on the normal work day at the employee's straight time rate.

Section C

Employees required to work on any of the above holidays will be paid at one and one half times his/her regular rate of pay in addition to his/her holiday pay.

ARTICLE XVI
PAID VACATIONS

Section A

All unit E employees will be entitled to the following paid vacations, effective July 1:

After one (1) year of service:	ten (10) days
After five (5) years of service:	fifteen (15) days
After ten (10) years of service:	twenty (20) days
After fifteen (15) years of service :	twenty-three (23) days
After twenty (20) years of service:	twenty-five (25) days

Vacation days must be used within the fiscal year granted or forfeited, unless carry-over is permitted pursuant to the provisions of this Section. Unit members may request to carry over up to five (5) vacation days into the next work year to be used by August 15 by submitting such request in writing to his/her supervisor. Carried over days not used by August 15 shall be forfeited and have no cash redemption value.

Employees with less than one year employment in the District will be credited five-sixths (5/6) day vacation after each month of employment. Employees who separate service with the District prior to June 30 of a fiscal year will be paid for earned vacation time based on the years of experience and portion of the year worked.

ARTICLE XVII
DISCIPLINE, DISCHARGE, AND SUSPENSION

The District shall have the right to discipline, discharge, and suspend employees for good and sufficient cause. In the event of such discipline, discharge, or suspension, if the employee or Union believes that such discipline, discharge, or suspension was not for good and sufficient cause, the employee may, within ten (10) days of such discipline, discharge, or suspension, proceed to Arbitration (Article V), provided, however, that the arbitrator shall consider and decide only the issue of the existence or non-existence of "good and sufficient cause," which issue is not to be deemed to embrace the severity of the discipline, discharge, or suspension in light of the offending acts or omissions of the employee.

If after arbitration a determination is made, that the employee involved has been disciplined, discharged, or suspended without "good and sufficient cause," the District shall reinstate such employee, and if any loss of time has been incurred by reason of such discipline, discharge, or suspension, he/she shall be compensated for such loss at his/her regular rate of pay for such lost time less any and all amounts the employee has earned during the period of such discipline, discharge, or suspension.

ARTICLE XVIII
REDUCTION IN FORCE

Section A

If the District, in the exercise of its discretion, determines that it shall reduce the employee force of the District, by terminating employment of the employees covered under this Agreement, the District shall implement such reduction by terminating the employment of those employees with the least amount of continuous service (as hereinafter defined) 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 termination of an employee other than one(s) with the least amount of continuous service.

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 it shall be considered a declination and a resignation from the District, 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 the recall occurs will be pro-rated based on the date of resumption of employment.

ARTICLE XIX
LENGTH OF SERVICE

"Length of service" (seniority) means an employee's continuous length of service in the District from his/her initial date of commencing work. Leaves of absence authorized by the Superintendent shall not constitute a break in service.

The Superintendent or his/her designee shall maintain a list of the date of work commencement and all breaks in service of all unit members. (Calculation of length of service for less than full-time employees shall be made on a pro-rated basis.) Such list shall be available to the Association.

ARTICLE XX
SUPPLEMENTAL CUSTODIAL AND MAINTENANCE SERVICES

- A. The Association agrees that the Committee and the Superintendent retain the right to hire personnel from outside the bargaining unit as substitutes for permanent staff who are on leave or otherwise unavailable for work. Substitute staff are not subject to the posting or other provisions of this Agreement.

- B. The Superintendent retains the right, based upon the needs of the District and its students and available funds, to create temporary positions and hire personnel from outside the bargaining unit to perform supplemental custodial and maintenance services. Such temporary positions shall be 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.

ARTICLE XXI
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 XXII
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.

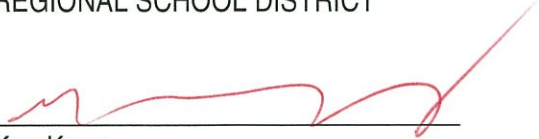
ARTICLE XXIII
DURATION OF AGREEMENT

The terms of this contract shall be for two (2) years commencing July 1, 2018 through June 30, 2020. The contract will automatically renew itself for periods of one (1) year thereafter unless either party notifies the other in writing by December 1, 2019, 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 with the exception of re-opener provisions specifically set forth in Article XI of this Agreement.

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

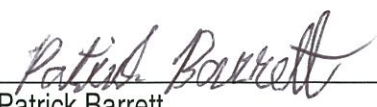
IN WITNESS WHEREOF, the parties have hereunto set their hand this 1st day of March, 2019.

FOR THE SOUTHERN BERKSHIRE
REGIONAL SCHOOL DISTRICT



Ken Knox,
Its Chair

FOR THE SOUTHERN BERKSHIRE
AL EDUCATION ASSOCIATION



Patrick Barrett
Its President

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
BUILDING CUSTODIAN PERFORMANCE REPORT**

School Year _____

Employee _____ Date _____

Assignment _____

Circle the number of the phrase which best describes the employee's performance on the job. Items graded with 1 or 5 require a written comment of explanation. This evaluation must be discussed with the individual and signed by the individual prior to submission to the Division of Support Services. Be explicit and objective. Make comments to support your choice of grade. If you do not enter a grade then you must enter a comment.

JOB PERFORMANCE: Degree to which employee understands his job responsibilities and related operations

Director	Principal	
1*	1*	Exceptional knowledge of all responsibilities and sound understanding of related operations.
2	2	Thorough knowledge of most responsibilities and most related operations.
3	3	Reasonable knowledge of responsibilities and related operations.
4	4	Satisfactory knowledge of responsibilities and limited understanding of related operations.
5*	5*	Lacks sufficient job knowledge.

*Comment: _____

INITIATIVE: Ability to originate or develop ideas or improvements and take the lead in starting action

Director	Principal	
1*	1*	Superior ability to originate new ideas and methods in advance of need, and consistently takes action.
2	2	Frequently has original ideas and frequently starts action.
3	3	Demonstrates satisfactory originality and usually takes action.
4	4	Demonstrates little ambition or originality. Hesitates to act.
5*	5*	Complete lack of ambition or originality. Requires frequent prodding to act.

*Comment: _____

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
BUILDING CUSTODIAN PERFORMANCE REPORT**

QUANTITY OF WORK: Amount of acceptable work

Director	Principal	
1*	1*	Exceptionally high quantity of work.
2	2	Above average producer.
3	3	Consistent satisfactory volume.
4	4	Work output below average.
5*	5*	Slow worker.

*Comment: _____

QUALITY OF WORK: Accuracy, neatness, thoroughness of work

Director	Principal	
1*	1*	Exceptionally high quality work.
2	2	Work is very neat and thorough with few errors.
3	3	Work is acceptable with only occasional error.
4	4	Neatness and thoroughness is marginal with frequent errors or oversights.
5*	5*	Work is almost always inferior with abnormal number of errors and omissions.

*Comment: _____

DEPENDABILITY: Overall reliability in following through on assignments

Director	Principal	
1*	1*	Requires minimum supervision, exceptionally reliable.
2	2	Consistent performance requires occasional checking and follow-up.
3	3	Usually dependable, requires general supervision.
4	4	Inconsistent performer; needs more than normal supervision and follow-up.
5*	5*	Very unreliable. Requires constant supervision.

*Comment: _____

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
BUILDING CUSTODIAN PERFORMANCE REPORT**

COOPERATION: Willingness to work with and for others

Director	Principal	
1*	1*	Exceptionally considerate and cooperative. Receptive to supervision.
2	2	Very considerate and cooperative. Complies with rules and instructions.
3	3	Normally complies promptly with instructions.
4	4	Helps when asked. Accepts supervision reluctantly.
5*	5*	Unable to work with others. Resents supervision.

*Comment: _____

ATTENDANCE: The regularity and reliability in maintaining working hours (review “Weekly Attendance Report”)

Director	Principal	
1*	1*	Nearly always at work. Very punctual.
2	2	Misses an occasional day; seldom reports late.
3	3	Usually can be relied on to be at work; occasionally reports late.
4	4	Attendance is erratic; punctuality leaves room for considerable improvement; often reports late.
5*	5*	Attendance extremely poor; consistently late for work.

*Comment: _____

COMMUNICATIONS: Ability, oral or written, to convey ideas and thoughts or pass along pertinent information to superiors, subordinates and others

Director	Principal	
1*	1*	Expresses self fluently and intelligently; exceptionally consistent in relating pertinent information.
2	2	Conveys ideas well; consistently informs superiors and subordinates of pertinent information.
3	3	Usually passes along pertinent information and ideas clearly and understandably.
4	4	Conveys ideas and instructions with some difficulty. Sometimes fails to pass along pertinent information or passes along unnecessary details.

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
BUILDING CUSTODIAN PERFORMANCE REPORT**

5*	5*	Lacks sufficient job knowledge.
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*Comment: _____

JUDGMENT: Ability to size up a problem, secure and evaluate facts, and reach sound conclusions

Director	Principal	
1*	1*	Eminently sound judgment. Consistently reaches sound conclusions.
2	2	Judgment is very reliable. Recognizes important facts and related conditions.
3	3	Judgment is usually sound. Adequate analytical skill.
4	4	Makes occasional errors in judgment. Hesitates to analyze facts.
5*	5*	Slow and erratic in evaluating facts. Conclusions are unsound.

*Comment: _____

I. Further comments:

II. What are his/her apparent weaknesses and what can he/she do (or how can we help) to overcome them?

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
BUILDING CUSTODIAN PERFORMANCE REPORT**

FINAL EVALUATION (Must coincide generally with above grading)

1. Exceptional 2. Good 3. Average 4. Marginal 5. Unacceptable

Director of Buildings, Grounds & Food Service's Signature

Date

Principal's Signature

Date

I have I have not adequately observed this custodian's performance to concur in this evaluation.

Principal may, if he/she wishes, attach a memo with additional comments.

This evaluation has been discussed with me. I understand that my signature does not constitute agreement or disagreement but simply shows that this evaluation has been discussed with me.

Custodian's Signature

Date

If you do not agree with the evaluation, you should make separate written comments to the Facilities Supervisor. These comments will become part of your record.