

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

UNIT E

JULY 1, 2015 - JUNE 30, 2018

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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. If the performance is satisfactory, the newly hired employee shall immediately receive a one step increment on the salary schedule, effective from that point forward.

C. Compensation:

1. Salary Schedule

Step	2015-2016	2015-2016	2016-2017	2016-2017	2017-2018
	Effective July 1, 2015	Effective January 1, 2016	Effective July 1, 2016	Effective January 1, 2017	Effective July 1, 2017
		1%	1.5%	0.5%	2%
1	14.50	14.65	14.87	14.94	15.24
2	15.00	15.15	15.38	15.46	15.77
3	15.53	15.69	15.93	16.01	16.33
4	16.10	16.26	16.50	16.58	16.91
5	16.64	16.81	17.06	17.15	17.49
6	17.18	17.35	17.61	17.70	18.05
7	17.72	17.90	18.17	18.26	18.63
8	18.26	18.44	18.72	18.81	19.19
9	18.80	18.99	19.27	19.37	19.76
10	19.77	19.97	20.27	20.37	20.78

2. Beginning July 1, 2015, employees will be moved to the next step on the salary schedule on July 1st of each year of the contract. A first-year employee whose date of hire is on or before February 1 will receive a step increment on July 1. An employee hired after February 1 in a given year will receive a step increment following the ninety (90) day probationary period, but will not be eligible for an additional step increment until July 1 of the following year.
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. The District will continue to use a thorough and fair evaluation system to determine the quality of the work performances of Unit E employees. Unit E employees whose work is 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 five (5) 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 – Agency Service Fee

The Committee agrees to require, during the life of this Agreement, the payment of a Service Fee to the Association under the following terms and conditions:

1. Effective thirty (30) days after the commencement of the 2015-2016 school year or the commencement of employment, whichever comes later, each employee, in accordance with the M.G.L. c. 150 E, §12, shall be required to pay the service fee to the SBREA as a condition of his /her employment in the district.
2. Any employee who fails to pay the agency fee in lieu of dues to the exclusive bargaining agent will be subject to legal action by the SBREA for collection of said fee. Any cost of collecting said fees will be added to the individual's total service fee due. The SBREA will be solely responsible for enforcing the provisions of this Section. The Committee will not be responsible to enforce any provision of this Section.
3. The SBREA will indemnify, defend and hold harmless the Committee against any and all claims, actions, or lawsuits of any kind or description, whether at law or inequity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, which may arise by reason of any action taken by the Committee, its agents, employees or administrators, pursuant to this Article. Specifically, the SBREA will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of any actions taken pursuant to this Article, the SBREA will pay any and all of those damages, including interest and charges, and will reimburse the District any and all costs incurred in such legal actions, including but not limited to attorneys' fees.
4. If any court or competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article will be null and void.
5. The service fee shall be calculated in accordance with the provisions of the M.G.L. c. 150E, § 12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the SBREA. Employees may have access to payroll deduction as currently provided by the District for the purpose of paying such fee.

Section D

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 not be used for any purpose except as provided by the Family and Medical Leave Act of 1993. 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. A doctor's certificate may be required upon return from an absence, such verification to be required in the discretion of the Superintendent. 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 Committee'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.

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. The second (2nd) and third (3rd) of the three days, if taken, shall be deducted from the employee's accumulated sick leave. 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. Personal leave days shall not be cumulative.
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. The ultimate determination to require taking of a leave of absence after expiration of the maternity leave period as described in Section 105D shall be made on the basis of the best interest of the school system as a whole and the welfare of the children, consistent with the medical condition of the employee and her ability to work effectively without risk of harm to the students or herself. Upon request of a unit member, a maternity leave without pay, not to exceed 12 months, may be granted in the sole discretion of the Southern Berkshire Regional District School Committee for the purpose of caring for her newborn child(ren). Unit members will be allowed to return to the District at such time as determined by the Superintendent.
3. A leave of absence of up to one year may be granted by the District in its 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 District. 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.
4. After four years' continuous employment in the school system, a unit member may be granted a leave of absence for up to one year for physical disability. Requests for beginning and terminating such leave must be supported by medical evidence from a doctor selected by the District.
5. Return from leaves: Unused, accumulated sick leave shall be credited to an 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.
6. All requests for leaves, extensions, or renewals of leaves shall be made and responded to in writing.

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 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. Involuntary transfers shall be temporary, not to exceed six (6) months in duration.

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

In lieu of uniforms, the employee will be entitled to \$100 per annum toward the purchase of work related apparel.

Section H

Compensatory days shall be used within 3 months of the date on which they are earned.

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.

Under the retirement plan, resignations for retirement purposes, are keyed to the employee's birthday. Temporary employment of up to ninety (90) days or seven hundred and twenty (720) hours per calendar year is permitted at the discretion of the employer.

Section B – Retirement Benefits

An employee who completes fifteen (15) years of continuous service on a one-half time basis or more in the District schools may receive special retirement compensation by applying for it under the following procedures:

- Application for retirement benefit may be made no less than six months before the intended date of retirement by any employee who has accumulated more than ninety (90) days of sick leave.
- The employee shall be paid for each unused day, in excess of ninety (90), at the daily rate in effect for the year preceding retirement.
- The maximum retirement benefit shall be \$1,000.

ARTICLE XIII
LONGEVITY

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

10-14 years	\$850
15 - 19 years	\$1,000
20 or more years	\$1,500

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 dated August 9, 2012 (hereinafter referred to as "the PEC Agreement". The Parties acknowledge that the initial term of the PEC Agreement ends on June 30, 2015. However, by the operation of Section 1, the PEC Agreement will automatically renew for a one year period.

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

Unit members will be entitled to accrue no more than five (5) vacation days into the next work year. 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 Committee 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 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 Committee within the laws of the Commonwealth.

ARTICLE XXI 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 XXII
DURATION OF AGREEMENT

The terms of this contract shall be for one (3) years commencing July 1, 2015 through June 30, 2018. The contract will automatically renew itself for periods of one (1) year thereafter unless either party notifies the other in writing by December 1, 2017, 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 11 day of September, 2015.

FOR THE SOUTHERN BERKSHIRE
REGIONAL SCHOOL DISTRICT



Carl Stewart,
Its Chair

FOR THE SOUTHERN BERKSHIRE
AL EDUCATION ASSOCIATION



Jamie Foster
Its President

APPENDIX A

Health Insurance Premium Ratios Beyond 2007 (EXAMPLE*)

For an employee who has a family plan under the HMO Network Blue New England, the price of the total policy for 2006-2007 is \$13,652. The District will pay \$10,921.82 or 80%, and the employee will pay \$2,730.46 or 20%. In 2007-08, the District's share will equal 80% of the cost of the HMO, and the employee's share will equal 20%, up to a 15% rise in premium. Any premium increase beyond the 15% would be split equally between the District and the employee. EXAMPLE: If, in 2007-2008 the premium for this same policy should rise by 18% above 2006-2007, the costs would be apportioned as follows:

Total cost of policy:	\$16,109.69
District base share:	(80% of \$15,700.12) = \$12,560.10 + 1/2 of amount over 15% (.5X\$409.57), or \$204.79.
	Total Cost to District = \$12,764.89
Employee Share:	(20% of \$15,700.12) = \$3,140.02, + 1/2 of amount over 15% (.5X\$409.57), or \$204.79.
	Total Cost to Employee: \$3,344.81

* This worksheet is to be used by way of a hypothetical example only for the limited purpose of illustrating the manner in which the calculations will be applied. In this example, a 15% increase in premium for 2007-08 would be \$15,700.12; an 18% increase would be \$16,109.69. The difference between the two is \$409.57.