

# **Agreement**

**Between**

**Brewster School  
Committee**

**and**



**CTW-CLC**

**Brewster School Custodians**

**July 1, 2020 – June 30, 2023**

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## AGREEMENT

This AGREEMENT between the Brewster School Committee, Barnstable County, Massachusetts, hereinafter referred to as the "Committee, and the Building Service Employees' International Union, Local 888, affiliated with the CTW-CLC, Local Brewster Chapter, hereinafter referred to as the "Union, shall become effective on the first day of July, 2020.

### ARTICLE I - PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between the Committee, the Union, and the employees in the bargaining unit represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Committee and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent, as well as adjust, misunderstandings of grievances relating to employment. In seeking to achieve these goals, the parties to this Agreement acknowledge that the Committee has and must retain complete authority over the policies and administration of the Brewster schools which it exercises under law, except as expressly modified by a specific provision of the Agreement.

### ARTICLE - II RECOGNITION

1. The Committee recognizes the Union as the exclusive collective bargaining agency for all regular full-time and part-time custodial and maintenance employees. It does not include head custodians, assistant head custodians, student employees, or employees assigned to sponsored projects.
2. The Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only.
3. All matters not dealt with herein shall be treated as having been brought up and disposed of; and the Committee shall be under no obligation to discuss with the Union any modification or addition of this Agreement which is to be effective during the term thereof. No change or modification of this agreement shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized parties in the collective bargaining process.
4. All rules and regulations of the Committee dealing with the custodial and maintenance staff, which are not in direct conflict with any specific provision of this agreement, shall be observed by the members of the custodial and maintenance staff.

### **ARTICLE III - NEGOTIATIONS PROCEDURE**

1. Not later than January 1st of the calendar year in which this agreement expires, the Committee and the Union agree to enter into negotiations for a successor agreement.
2. Any agreement reached by the parties shall be reduced to writing and be signed by the Committee and the Union.

### **ARTICLE IV - EQUAL OPPORTUNITY**

1. There shall be no discrimination, interference, restraint or coercion by the Committee, or by the Union, or their respective agents, against any employee because of membership or non-membership in the Union.
2. To give emphasis to their intent and desire to comply fully with their obligation under existing applicable laws relating to discrimination on the basis of race, color, religion, country of origin, sex or age, the parties hereby agree to incorporate these obligations as part of this Agreement.

### **ARTICLE V - DUES DEDUCTION**

**During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.**

**When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union with an electronic employee payroll roster including, employee ID numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.**

#### **Employee Rosters**

**Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month."**

**The Brewster School Committee shall incur no liability for loss of dues monies after depositing same properly addressed as directed to the Union, SEIU LOCAL 888, in the United States mail.**

**The Union shall indemnify and save the Committee harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this section.**

## **ARTICLE VI - RIGHTS OF THE COMMITTEE**

1. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of Brewster in the Committee for the quality of education in, and the efficient and economical operation of the Brewster School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law in managing the Brewster School System and directing the working force and may exercise the same.
2. Said rights and powers include but are in no way to be construed as limited to, the establishment of rules and regulations; the rights to determine the extent to which work will be performed by members of the bargaining unit, the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, demote, assign, transfer permanently or temporarily; to determine hours for the number of employees required at any location; to determine the qualifications and competence of; to evaluate the performance of; to assign any added, lessened or differed work or responsibility to, to set standards and requirements applicable to; to make any pay deductions because of absence or failure to perform work by; and to introduce new or to change existing operational methods.
3. The above rights are reserved exclusively and solely as prerogatives of the Committee subject only to such limitations as are expressly provided for in this Agreement.

## **ARTICLE VII - LABOR-MANAGEMENT COMMITTEE**

Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Therefore, a Committee will be established consisting of two (2) members of the bargaining unit designated by the Union and two (2) representatives for the School Committee designated by the Business Manager. The Committee shall meet at mutually agreed upon times on a quarterly basis.

## **ARTICLE VIII - UNION ACTIVITY ON SCHOOL PROPERTY**

1. The Union will be permitted to conduct reasonable Union business on school property.
2. The Committee, through the Superintendent of Schools, shall designate a space in each school where the Union may erect a bulletin board no larger than 3 feet by 4 feet. The purpose of the bulletin board will be for posting of notices by the Union.

## **ARTICLE IX - PROBATIONARY PERIOD**

Employees newly hired into the school district shall be probationary employees for six (6) months during which time the employee may be discharged without recourse to the grievance procedure of the contract. Probationary employees shall receive at least one written evaluation within the first ninety (90) working days from their first day of work, and this evaluation shall be in addition to the annual evaluation.

## **ARTICLE X - WORK WEEK AND WORKING HOURS**

1. The normal work week for all full-time custodians shall consist of five (5) consecutive days of eight (8) hours each day, followed by two (2) consecutive days off.
2. The regular working hours shall be forty (40) hours per work week. The employee may be assigned to any shift of hours designated and determined by the Administration. Each employee shall receive two (2) 10-minute breaks during the work day.
3. Overtime pay of time and one-half the regular employee's rate shall be paid for:
  - a) Any hours worked in excess of forty (40) hours per work week.
  - b) Any hours worked in excess of eight (8) hours per workday.
  - c) Any hours worked on Saturday or Sunday if the employee did not have two (2) consecutive days off during the work week, not counting sick leave. Hours worked on Sunday will be paid at double time of the regular rate.
  - d) Overtime shall be equally and impartially distributed among personnel in each building. Volunteers within a particular building shall be selected for overtime work. When no qualified volunteer is available within the building, the assignment may be made without regard to seniority at the discretion of the building principal, Superintendent, or his designee. Overtime assignments will be made by rotating seniority lists for qualified employees. Acceptance of an overtime assignment shall move the most senior person to the bottom of the seniority list for overtime acceptance purposes. An overtime refusal will be treated as an assignment worked for distribution purposes. If employees refuse assignments so that there are insufficient acceptances to do the work, overtime will be assigned in the order of reverse seniority. Such assignment will move the person assigned to the top of the seniority list for such non-voluntary assignments.
4. There shall be no paid minimum number of hours which an employee must be paid for if assigned to a regular extra assignment of work. However, if an employee is called to duty because of an emergency, that employee shall be guaranteed a flat fee of \$50 dollars or time and one-half of his or her regular rate of pay, whichever is greater for the first two hours or less, and time and one half for any additional time required.

5. An employee shall be allowed thirty (30) minutes for lunch, which shall not be part of the working hours. If an employee is requested by his/her supervisor to work during his/her lunch period, he/she will be paid time and one-half for that period of work. This period is intended as a break in the employee's routine, and shall not be used at the beginning or conclusion of the shift to shorten the period of time at work without the permission of the supervisor.
6. No personnel covered under this Agreement shall leave the school premises during working hours without the express permission of the Principal or the Head Custodian; however, nothing in this section shall prevent employees from leaving school premises during the time of their thirty (30) minute non-paid lunch period.
7. In cases where school session is canceled or abbreviated due to an emergency as determined by the Superintendent of Schools or his designee, custodial and maintenance personnel shall report for work at the regular hour unless notified by the Head Custodian to do otherwise. Employees who are ordered not to report to work during such emergency shall be paid in full for said day(s).
8. The regular work week will not be altered until the Union is notified, and any change in working hours will be made in accordance with seniority.
9. All employees are entitled to work the day shift from 7:00 a.m. to 3:30 p.m. on the day before Thanksgiving, and the day before New Year's, as well as any other time when school is not in session and union members are required to work. This change shall be at the member's election.

#### **ARTICLE XI - TIME CLOCKS**

All work time including regular, overtime, weekend, and/or holiday must be logged on the time clock. Time cards will be the basis for computing weekly wages. Each employee is personally responsible to punch in at the beginning of the work day and punch out personally at the end of the shift. Any employee found to punch in or out the time card for any other employee, both the individual involved and the employee's whose card was punched will be grounds for disciplinary action, up to and including dismissal. In the event the time machine malfunctions or becomes inoperative, the employee shall have his/her time card authorized by a supervisor or the building principal.

#### **ARTICLE XII - ABSENTEEISM AND TARDINESS**

The School Committee expects employees to be at work on time, and to work a full schedule. An employee who will be absent from work for any reason must call his/her Supervisor as soon in the day as possible, but at least one hour before the start of that day. Repeated absenteeism and/or tardiness may lead to disciplinary action up to and including termination.

### **ARTICLE XIII - EVALUATION OF PERFORMANCE**

1. During the first two (2) years of employment, employees shall be reviewed prior to 90 calendar days of employment, and then evaluated once annually prior to June 15 of each year with a written copy to the employee. After two (2) years employment, the employee will be evaluated every other year by June 15<sup>th</sup> and more frequently if it is deemed by the supervisor to be in the best interest of the school district.
2. All evaluations shall be completed in accordance with the provisions of school committee Policy #4217, Evaluation of Personnel, as follows: The School Committees of the Nauset Schools recognize and endorse the concept of evaluation for all employees. Evaluation is viewed as the act of periodically summarizing the overall performance of an employee. All evaluations shall be written and shall be signed or initialed by both the supervisor and the employee. The employee will be allowed to write a response to the evaluation, if desired. The employee shall receive a copy of each evaluation and a copy, along with the employee's response, shall be forwarded to the Superintendent of Schools for review and placement in the employee's personnel file. Evaluations shall be written in a fair and ethical manner, shall be as objective as possible, and shall assess overall effectiveness and competence. All written evaluations shall be on forms prescribed by the Superintendent of Schools.

### **ARTICLE XIV - UNACCEPTABLE JOB PERFORMANCE/DISCIPLINARY ACTION**

1. The Supervisor or Principal will first advise an employee verbally if he/she is not performing to the acceptable standards.
2. If satisfactory improvements are not exhibited after a verbal warning, a written warning may be given the employee for review and action.
3. If the employee's performance does not improve to an acceptable level after a written warning or where, in the discretion of the Principal preliminary warnings are not warranted, further action will be taken up to and including termination.
4. If an employee's action is so unacceptable as to constitute insubordination, incompetence, or other just cause, disciplinary action may be taken without verbal or written warnings, as described above.
5. The committee adheres to the principles of progressive discipline.

### **ARTICLE XV - VACANCIES AND TRANSFERS**

1. The term "vacancy" shall mean an opening caused by promotion, death, pension, disability, resignation, discharge, the replacement of a building, the erecting of a new building, or an increase in manpower in a building or in the staff.



- a. When a vacancy occurs, and is to be filled, notification of the position shall be posted in the Brewster Schools for not less than one (1) week. This notice shall indicate the name of the school and the class of the custodian which the position requires.
  - b. Members of the bargaining unit wishing to be considered for the position shall make written applications to the Building Principal within three (3) working days of the vacancy being posted.
  - c. An employee's years of service shall not be changed because of a change in location or position within the system.
  - d. Wherever possible, when a school building is replaced by one or more new structures, the employees of a replaced building shall be transferred to the new school.
  - e. Assignment to a building is not permanent. Temporary transfers from one building to another may be authorized by the Principal; however, permanent transfers may only be authorized by the Superintendent or his/her designee.
2. In filling vacancies within the unit, due consideration shall be given to the requests of custodial workers and maintenance men/women and their length of service within the school system for transfers to newly-created or open positions. It is recognized, however, that the final decision as to whether an individual will be so transferred must rest with the Superintendent of Schools.
3. A successful applicant shall not be eligible to bid on another position for six (6) months from the time he/she begins work at his/her new position. Following a transfer, the successful applicant shall be given a three (3) month trial and training period in the new position at the applicable rate of pay. If at or before the end of the three (3) month trial and training period, it is determined by the building principal that the employee is not qualified to perform the work, or if the employee requests, he/she shall be returned to his/her former position and rate of pay.

**ARTICLE XVI - HOLIDAYS**

1. The following shall be recognized as holidays for all full-time custodial and maintenance employees:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Day before Christmas*
Washington's Birthday	Columbus Day	(*If school is not in session)
Patriots' Day	Veterans Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve

and any other day that may be declared a holiday by the Brewster School Committee.

1. A holiday shall not count as part of an employee's vacation.
2. Holiday Pay. If a full-time employee is not required to work on a recognized holiday, he/she will receive holiday pay, defined as a regular day's pay computed at eight (8) hours times straight time rate, provided he/she is paid for the working day prior to and the working day after the holiday. If a holiday falls on a Saturday, it will normally be celebrated on the Friday preceding; if a holiday falls on a Sunday, it will normally be celebrated on the Monday following; except in such cases when the Commonwealth of Massachusetts prescribes different days for celebrating such holidays.

If a full-time employee is required to work on a recognized holiday, he/she will be paid at the rate of time and one-half for each hour worked in addition to either holiday pay, or a compensatory day off in lieu of holiday pay.

#### ARTICLE XVII - VACATIONS

1. Vacation time shall be credited to 12 month, full-time employees annually on **July 1**, on the following basis:
  - a. Ten (10) days per year for employees who have completed more than one (1), but fewer than five (5) years' creditable service;
  - b. Fifteen (15) days per year for employees who have completed five (5) years' creditable service;
  - c. Twenty (20) days per year for employees who have completed ten (10) years' creditable service; and
  - d. Twenty-five (25) days per year for employees who have completed fifteen (15) years' creditable service.
2. Employees who begin service between July 1 and June 30 will be credited with a pro-rata portion of ten (10) days' vacation on their first July 1 of employment. Five (5) days of this entitlement may be taken after six (6) months' service.
3. Upon termination, any employee who has vacation credit due shall be compensated for said vacation time at his or her regular rate of pay. Employees leaving during a given work year shall have vacation time pro-rated according to the percentage of final year work, based on date of hiring. No partial credit will be given until after one full year of work.
4. Vacation days shall be scheduled in advance of the days requested with the Head Custodian and approved by the Head Custodian and Building Principal. Vacations shall be primarily taken during the summer recess of school. Vacations may be taken during

the school year if specifically approved by the Head Custodian and Building Principal of the school, in advance.

5. **Employees may carry over five (5) vacation days annually until September 1<sup>st</sup>.**
6. Part-time employees (those scheduled to be paid for 202 days per year) who subsequently become full-time employees, shall receive vacation credit at a rate of one-half year vacation credit for each 202 day year worked. No vacation credit will apply for years of service that were less than 202 days.
7. No more than ten (10) consecutive days will be taken without permission of the Principal.

#### **ARTICLE XVIII - SICK LEAVE**

1. Any employee covered by this Agreement shall be granted sick days off with no loss of pay as follows:
  - a. Sick days are for the illness of the employee himself or herself.
  - b. Employees shall be entitled to up to fifteen (15) days of paid sick leave per normal work year.
  - c. An employee absent for three (3) consecutive days or more may be required by the administration to submit a physician's report.
  - d. A physician's certificate of fitness may be required before a matron/custodian may return to his/her position.
  - e. All unused sick leave days may be accumulated to a total cumulative limit of 180 days.
  - f. If sick leave abuse is suspected by the Head Custodian or the Building Principal, a letter will be sent to the employee informing him/her of this and the letter will become part of his/her permanent record.
  - g. Employees hired at a time other than the normal starting date of the work year will receive sick leave benefits pro-rated according to the percentage of year worked. Any fraction of a day will be rounded off to the nearest whole day, with .5 considered a rounding off upward.
  - h. Sick leave benefits shall be used as severance pay upon termination after fifteen (15) years of service in the Brewster School Department at a rate of fifteen dollars (\$15) per day for all unused sick days in excess of one hundred (100) days, except that no employee will be eligible for any payment of unused sick days if the employee is terminated due to just cause.

- i. During each contract year, if a custodian does not use any sick leave, that custodian will be rewarded with a bonus in the amount of \$300.00. If a custodian uses only one (1) day of sick leave during the contract year, the custodian will be rewarded with a bonus in the amount of \$200.00.

#### **ARTICLE XIX - FAMILY ILLNESS**

Leave may be granted for serious emergency illness requiring attention by the employee for a member of the household, including step-families, and the following family members: spouse, domestic partner, parents, children, sister, brother, grandparents, mother-in-law and father-in-law, for the time necessary to arrange for proper care. Employees may use up to ten (10) of their own sick days per year in order to care for the ill family member and to arrange further care if needed. The Superintendent, in his/her sole discretion, may allow for the use of additional sick time by the employee. The Principal or Superintendent may require, for purpose of evidence only, a physician's certificate for the necessity of such absence. Any paid leave granted under this section will be deducted from the employee's accumulated sick leave and, in cases where an employee has no accumulated sick leave, this leave, if granted, shall be without pay. Parents need not be members of the immediate household to qualify for this leave.

#### **ARTICLE XX - PERSONAL DAYS**

Any employee covered by this Agreement shall be granted personal days off with no loss of pay as follows:

- a. Personal days shall be for tending to some personal business which cannot be tended to outside of working hours.
- b. Personal days shall be applied for in advance to the Principal.
- c. Two (2) personal days shall be allowed per normal work year and must be taken in either full day or half day increments.
- d. Personal days are not to be used to extend vacations. Personal days shall not be allowed on the day immediately before or immediately after a day off, including Saturdays and Sundays, a holiday or vacation, except in an emergency.
- e. Employees hired at a time other than the normal starting date of the work year will receive personal leave benefits pro-rated according to the percentage of year worked. Any fraction of a day will be rounded off to the nearest whole day, with .5 considered a rounding off upward.

## ARTICLE XXI - LEAVES OF ABSENCE

1. An employee covered by this Agreement may apply for a miscellaneous leave of absence as follows:
  - a. For a miscellaneous leave without pay, apply to the Superintendent of Schools.
  - b. For a miscellaneous leave with pay, apply to the School Committee, through the Superintendent of Schools.
2. It should be understood that an employee's primary responsibility is to honor his/her contract of employment and, hence, requests for miscellaneous leave should be made only when extenuating circumstances of an emergency nature exists.

## ARTICLE XXII - MATERNITY LEAVE

Maternity leave shall be granted in compliance with Massachusetts General Laws, Chapter 149, Section 105D. The period of disability will be determined by written doctor's certification, and limited to the period of time the employee was disabled and unable to work. Such leave will be charged to accumulated sick leave benefits. The parties agree to abide by the decisions of the United States Supreme Court interpreting the Constitution and federal laws and regulations established under such leave regarding usage of sick leave for maternity.

## ARTICLE XXIII - FAMILY AND MEDICAL LEAVE/SMALL NECESSITIES LEAVE

Up to twelve (12) weeks of leave may be granted to eligible employees for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act (FMLA) of 1993, and the Nauset Public Schools policy and procedures. Up to twenty-four (24) hours of leave may be granted to eligible employees for purposes in accordance with the Small Necessities Leave Act and the Nauset Public Schools policy and procedures. FMLA leave and Small Necessities leave may be utilized concurrently, and there shall be no additional leave if either is utilized. The benefit period for these leaves shall be a rolling one-year period that begins with the individual's first use of such leave and runs for twelve (12) months thereafter. Employees may retain personal leave, and up to one (1) week of vacation from any required exhaustion of benefits prior to going on unpaid leave.

**Leaves of Absence: Sick Leave, Parental Leave, FNLA Leave, Personal Leave, Bereavement Leave and Other Leaves**

### **A. Sick Leave**

1. **Number of Sick Days: Employees will be entitled to 15 days sick leave each school year. Unused sick leave may be accumulated from year to year up to one hundred and eighty (180) days. Part-time employees shall be entitled to benefits set forth in this article on a pro-rated basis as determined by the Superintendent of schools.**

**2. Use of Sick Leave: Sick leave shall be granted at the discretion of the Principal or Superintendent to employees only under the following conditions:**

**a. Self/Own Illness:**

- (1) When an employee is incapacitated for the performance of his or her duties by sickness, injury or disability;**
- (2) Through exposure to contagious disease, or when the presence of the employee at his/her post of duty would jeopardize the health of others;**
- (3) When the employee has an appointment with a specialist or is having a scheduled medical procedure and the appointment could not be scheduled during a non-work day or during non-work hours;**
- (4) Sick leave will not continue beyond five continuous work days without written verification of the illness, injury or disability by the employees attending physician. Note that sick leave for an employee's own illness that extends beyond five (5) working days may fall under the provisions of the Family and Medical Leave Act "FMLA". Additional sick leave (paid or unpaid) may be granted, of up to 12 weeks in a rolling 12 month period, for an employee's own illness. An employee's accrued sick time may be applied to such leave. See Appendix E for more details on FMLA leave.**

**b. Family Sick Leave: An employee may use up to ten (10) days of his/her own sick days per year in order to care for an ill member of the immediate household, including step families, and the following family members: spouse, domestic partner, parents, children, sister, brother, grandparents, mother-in-law and father-in-law. The Superintendent, in his/her sole discretion may allow for the use of additional sick time by the employee. In cases where FMLA is applied, written verification of the illness, injury or disability by the family members attending physician is necessary. Note that sick leave for a family member that extends beyond five (5) working days may fall under the provisions of the FMLA period additional unpaid FMLA leave may be granted by the Superintendent, of up to twelve (12) weeks in a rolling twelve (12) month period, for illness of a family member. See Appendix E for more details on FMLA Leave.**

**c. Parental Leave (Maternity/Paternity/Adoption Leave): Employees may use accrued sick leave during approved leave of absence for purpose of birth or adoption of child; said leave to be subject to parameters of Massachusetts Parental Leave Law ("MPLL") and the FMLA. If an employee who is eligible for Parental Leave and or FMLA leave does not have accrued sick time he or she may take the time off without pay. The MPLL and the FMLA describe the amount of time (i.e., not the amount of pay) an employee is entitled to take off from work for the birth or adoption of a child. See Appendix E for details on Parental Leave. A brief summary is provided below:**

- (1) **MPLL:** Provides full-time employees, male or female, who have completed three (3) months of service, up to eight (8) consecutive weeks of leave immediately following the birth or adoption of a child. Nauset Public Schools allows an employee to use his or her accrued sick time to receive pay during MPL leave (for time the employee would ordinarily be at work). MPLL leave time is counted in continuous weeks, and school break periods are included in counting the number of weeks. In the event two employees of the School District are the parents of the same child, those two employees are only entitled to one aggregate period of eight weeks of unpaid parental leave between them (rather than sixteen (16) weeks between them).
- (2) **FMLA leave for Birth or Adoption of Child:** Concurrent with the MPLL, the FMLA provides full-time employees, male or female, who have completed a year of service, up to twelve (12) work weeks of leave in a twelve (12) month period (Nauset Public Schools uses a rolling twelve (12) month period to calculate FMLA leave time) for birth or adoption of a child. An employee may use his or her accrued sick leave during an FMLA absence for purpose of birth or adoption of a child. Under FMLA, school vacation weeks do not count against an employee's twelve-week FMLA leave entitlement.
- (3) **MPLL and FMLA Run Concurrently** (i.e., they overlap, and are not added together).
- (4) An employee with three (3) or more years of service may also request additional unpaid leave for child rearing purposes. See item No. 8 "Child Care Leave".
- d. **FMLA Leave:** In addition to the reason of the birth or adoption of a child, a full time employee who has completed a year of service is entitled to take up to 12 weeks of leave in a rolling 12 month period for the following additional reasons, it may apply accrued sick time to said leave. See Appendix E for more details on FMLA leave.

  - (1) Employee's on serious health condition.
  - (2) Serious Health Condition of Immediate Family Member
  - (3) Qualifying exigency arising out of the fact that a spouse; son/daughter, parent is on covered active duty or call 10 covered active duty status with the armed forces.
  - (4) Employee is the spouse, son/daughter, parent or next of kin of a covered service member (a current member in the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list) with a serious injury or illness.

- e. **Sick Time for Bereavement:** In special circumstance, the Superintendent may grant additional bereavement days beyond the standard (see Section #5 for further details on bereavement leave): said bereavement days to be deducted from an employee's accumulated sick leave.

## **APPENDIX E**

### **Summary of Parental and Family Leave for School Employees**

#### **Massachusetts Parental Leave Law**

This is a state law (M.G L. c. 149, 105D) allowing employees eight weeks of consecutive leave for childbirth or adoption. You are eligible to exercise leave under this law if you have completed any probationary period (not to exceed three (3) months). Under the Massachusetts Parental Leave Law, unlike the Family and Medical Leave Act, you are entitled to eight (8) weeks immediately following the child's birth or adoption, whether or not you have exercised other leave prior to your child's arrival. MPLL leave maybe with or without pay the employer is entitled to two (2) weeks' notice of anticipated exercise of MPLL leave.

#### **Family and Medical Leave Act**

This is a federal law 29 U. S. C. 2601 dash 2654 providing a total of twelve (12) weeks of leave during a twelve (12) month period for any combination of the following reasons: (1) the birth, adoption or foster care of a child; (2) the employees own serious health condition; and (3) care for a parent, spouse or dependent who has a serious health condition.

For parental leave purposes, leave under the family and medical leave act must be taken in consecutive weeks unless the employer and employee agree otherwise. Further, you may exercise parental leave under FMLA only during the twelve (12) months following the birth or adoption of your child. If your intention to exercise parental leave is foreseeable, you are required to give your employer at least thirty (30) days' notice of your intention to take FMLA leave. Leave may commence in less than thirty (30) days if the birth or adoption placement occurs earlier than anticipated, but notice must still be given as soon as practicable. Under the Family and Medical Leave Act, vacation weeks do not count against your twelve (12) week entitlement. If you use three (3) weeks of FMLA leave at the end of one school year you will have nine (9) weeks left at the beginning of the next school year.

#### **Small Necessities Leave Act**

The small necessities leave act is a state law that allows eligible employees up to twenty (24) hours of leave every year in addition to the twelve (12) weeks allowed under the family and medical leave act, for the following purposes:

- To accompany a child to routine medical or dental appointments, such as checkups or vaccinations;
- To participate in school activities directly related to a child's educational advancement such as parent-teacher conferences;



- To accompany an elderly relative to routine medical or dental appointments or for other professional services related to the elder's care;
- To be eligible for SNLA leave, you must meet the same criteria as for FMLA leave.

**Eligibility for leave under the SMLA and SNLA**

This leave is available to employees who have worked for the school district for at least twelve (12) months (not necessarily consecutively) and who have worked at least 1,250 hours during the immediately prior twelve (12) months. Full-time K through 12 professional instructional employees who have worked a full school year are presumed to meet the hours requirement. Education Support Professionals and other higher education personnel are not entitled to this presumption. Part-time ESPs may not meet the 1,250-hour threshold.

**ARTICLE XXIV - FUNERAL LEAVE**

Funeral leave of up to four (4) days shall be granted to employees, in the event of a death in the immediate family, including spouse, domestic partner (a relationship of at least six months' duration), parents, children, step-parent or step-child; up to three (3) days, in the case of sister, brother, grandparent, step-grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-grandchild and grandchildren, but not for uncle, aunt, niece or nephew unless said relative is a member of the immediate household. Up to five (5) days may be granted in cases where the employee is designated as Executor, or the funeral is over four hundred (400) miles from the employee's place of employment.

**ARTICLE XXV - EDUCATIONAL TUITION REIMBURSEMENT**

Full-time employees and regular part-time employees working at least twenty (20) hours per week who have worked for the Committee at least one (1) year, are eligible for tuition reimbursement. Approval of the particular course or program by the Superintendent must be given prior to enrollment in order to be eligible for reimbursement. Reimbursement for tuition, registration, and books for courses or programs which serve to improve the employee's knowledge and skills and their performance with the Committee will be made upon successful completion of the course or program.

**ARTICLE XXVI - JURY DUTY**

1. An employee called to jury duty or as a subpoenaed witness shall receive his/her regular pay, but he/she shall submit to the Treasurer of the Town of Brewster the stipend paid to him/her for the jury duty or duty as a subpoenaed witness, excluding any travel stipend.
2. In court cases where the employee is subpoenaed and is a party to the court case, the employer shall not pay for work time missed, and any stipend received by the employee may be retained by the employee.

## **ARTICLE XXVII - PHYSICAL EXAMINATION**

1. The Committee reserves the right to require a candidate for employment to have a physical examination by a physician approved by the Superintendent to determine the candidate's physical fitness to work in schools and to perform the duties of the position, or to determine any physical condition or limitation that would or could affect his/her welfare or the welfare of others at his/her place of employment.
2. If a situation or condition develops that might have an adverse effect upon the employee's welfare, or the welfare of others, or the satisfactory performance of the employee's duties, the Superintendent shall require the employee to submit to a physical examination at school district expense by a physician approved by the Superintendent for such purpose. The physician shall certify as to the employee's fitness to perform his/her assigned duties, or if unable to handle his/her present duties, the type of work that the employee could satisfactorily perform.
3. If an employee becomes physically unable to perform an assigned job and must be relieved from duty, he/she shall be given first consideration for any other job or position opening within the school system, providing that he/she is fully qualified and physically able to fill the position.

## **ARTICLE XXVIII - HEALTH AND LIFE INSURANCE**

The Committee will pay a percentage of the cost of the following types of insurance coverage within the state insurance laws. These laws do not permit membership in employees' group insurance of individuals who work fewer than twenty (20) hours per week:

1. A term life insurance plan of ten thousand dollars (\$10,000). (The Town will pay 75% of the cost.)
2. An individual or family health insurance plan as offered in 2004-2005, or better. (The Town will pay 75%.)
3. Other insurance plans as approved by the Town and made available to eligible employees.

## **ARTICLE XXIX - CLOTHING ALLOWANCE**

A clothing allowance in the amount of three hundred twenty-five dollars (\$325.00) shall be paid to each full-time employee annually on the first of September. The clothing allowance shall be pro-rated for part-time employees. The Brewster School Department will provide uniform shirts, in addition to the existing clothing allowance.

The Committee will provide winter clothing and rain gear, such as bib pants, ski jackets, rubber boots, rain jacket and pants, as needed. Each year the Supervisors and Union members at each school will review what clothing is needed.

### **ARTICLE XXX - SENIORITY**

The Committee recognizes the principle of seniority for employees covered by this Agreement, and when qualifications such as ability, training and skill, and other relevant qualities are considered equal by the Committee, seniority will apply in cases of layoffs, rehiring, transfers, and promotions to the employee having the longest applicable service. The Committee agrees, through the Superintendent of Schools, to compile and keep current a Brewster School Department seniority list.

### **ARTICLE XXXI - RESIGNATION AND LAYOFF**

1. No resignation will normally be accepted by the Superintendent of Schools, and no layoff will be affected without fifteen (15) calendar days' written notice.
2. Waiver of the termination notice required in Section 1 above will be granted only when both the employer and employee agree to such waiver.
3. In the event the Committee decides to reduce the number of employees covered by the current Collective Bargaining Agreement, as amended, it shall determine the number of such employees to be placed on layoff. The employees to be laid off shall be laid off in inverse order of Brewster school system seniority. In the event the employee to be placed on layoff wishes to displace a less senior employee, then the displacing employee's seniority shall be used for the purpose, and the displaced employee shall be laid off regardless of location. Employees placed on layoff shall be on recall list for an eighteen-month period from effective date of layoff.

**Employees recalled within eighteen months of a reduction in force shall return to the step of the salary schedule, longevity and seniority that they were at prior to the layoff.**

### **ARTICLE XXXII - UNION REPRESENTATIVES**

A written list of Union Stewards and other representatives shall be furnished to the Superintendent and to the Building Principals immediately after their designation, and then annually, on or before September 1, and Local 888, AFL/CIO, shall notify the employer of any changes that occur at other times.

### **ARTICLE XXXIII - SAFETY COMMITTEE**

There shall be a Safety Committee in each building comprised of at least one representative from each building of the Union, and at least one representative of the school district. This committee shall meet on a quarterly basis to review safety practices. A report shall be forwarded to the building principal with a copy to the Business Manager.

## ARTICLE XXXIV - GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievance is hereby defined as a dispute involving a violation of this contract.
2. A grievance may be presented formally in writing within ten (10) days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below:

STEP 1 - The employee shall present, in writing, his/her grievance to the Head Custodian. The Head Custodian shall return a written reply to the employee within three (3) days, not including any Saturday, Sunday, or holiday. In presenting his/her written grievance, the employee shall discuss the grievance in person with the Head Custodian in order to seek a quick solution to the problem. The employee may be accompanied by a representative of the Union.

STEP 2 - If the grievance is not settled to the satisfaction of the employee, within three (3) days after the date of the Head Custodian's official reply, the employee may appeal his/her grievance to the Building Principal, or designee. He/she shall do this by sending a written request to the Building Principal for a hearing. The Principal shall hold such hearings within five (5) days, not including any Saturday, Sunday, or holiday, after the date of the employee's written request. The employee may be accompanied by a representative of the Union, and the Principal, or designee, may call any pertinent witnesses to the hearing for testimony. The Principal, or designee, shall return a written reply to the employee within three (3) days, not including any Saturday, Sunday, or holiday, after the date of the hearing.

STEP 3 - If the grievance is not settled to the satisfaction of the employee, within three (3) days after the date of the Principal's reply, the employee may appeal his/her grievance to the Superintendent of Schools, or designee. He/she shall do this by sending a written request to the Superintendent for a hearing. The Superintendent shall hold such a hearing within five (5) days, not including any Saturday, Sunday, or holiday, after the date of the employee's written request. The employee may be accompanied by a representative of the Union, and the Superintendent, or designee, may call any pertinent witnesses to the hearing for testimony. The Superintendent, or designee, shall return a written reply to the employee within three (3) days, not including any Saturday, Sunday, or holiday, after the date of the hearing.

STEP 4 - If the grievance is not settled to the satisfaction of the employee, within three (3) days after the date of the Superintendent's reply, the employee may appeal his/her grievance to the School Committee. He/she shall do this by sending a written request to the School Committee, via the Superintendent of Schools for a hearing. The School Committee shall hold such hearing within fourteen (14) days after the date of the employee's written request, such hearing being in executive session as part of a regular meeting night, or in executive session at a special meeting at the discretion of the School Committee. The employee may be accompanied by a representative of the Union and the School Committee may call any pertinent witnesses to the hearing for testimony. The

School Committee shall respond in writing to the employee within five (5) days after the date of the hearing. Matters pertaining to hiring, promotion, firing, disciplining, dismissal, or assigning of custodians shall bypass Step 4 and go to Step 5.

STEP 5 - If the grievance is not settled to the satisfaction of the employee, within five (5) days after the date of the School Committee's reply, the Union may appeal the grievance to arbitration provided by the American Arbitration Association (AAA). The processing of the grievance by the AAA shall be according to their normal procedure. The decision of the arbitrator shall be final. The cost of all expenses of arbitration shall be shared equally by the Union and by the Brewster School Committee.

3. It is agreed that an Arbitrator's decision may not add to or subtract from the rights and remedies provided by any applicable law, or to make arbitration a question which is covered under the law. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

The parties are agreed that no restrictions are intended on the rights and powers of the School Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The Arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during arbitration proceedings.

4. Failure of the employee to appeal the decision within the time specified will mean that the grievance shall be considered settled satisfactorily on the basis of the decision last made and shall not be eligible for future appeal.
5. Failure of management to reply to a grievance within the time specified shall mean that the appeal may be taken to the next step.
6. The time limitations mentioned in No. 4 and No. 5 above, may be waived by mutual agreement of the parties.

#### **ARTICLE XXXV - STRIKES AND LOCKOUTS**

It is agreed by the parties that, during the term of this Agreement, or any renewal thereof, there will be no strikes, stoppages, lockouts, picketing, banners or advertisement concerning any matter in dispute between the Committee and the Union or the employees.

#### **ARTICLE XXXVI - DURATION**

This Agreement will become effective on **July 1, 2020** and will continue in full force and effect until **June 30, 2023**. Thereafter, it shall be renewed automatically unless either party gives notice to the other of its desire to terminate the Agreement. Negotiations for a successor Agreement between the parties shall commence no later than **January 1, 2023**.

**ARTICLE XXXVII - CUSTODIANS WAGE SCHEDULE**

STEP	CURRENT 2019-2020	2020-2021 2% increase	2021-2022 1.5% increase	2022-2023 1.5% increase
1	\$ 17.60	\$ 17.95	\$ 18.22	\$ 18.49
2	\$ 18.26	\$ 18.63	\$ 18.90	\$ 19.19
3	\$ 19.01	\$ 19.39	\$ 19.68	\$ 19.98
4	\$ 19.75	\$ 20.15	\$ 20.45	\$ 20.75
5	\$ 20.55	\$ 20.96	\$ 21.28	\$ 21.59
6	\$ 21.29	\$ 21.72	\$ 22.04	\$ 22.37
7	\$ 22.13	\$ 22.57	\$ 22.91	\$ 23.25
8	\$ 22.79	\$ 23.25	\$ 23.59	\$ 23.95
9	\$ 23.25	\$ 23.72	\$ 24.07	\$ 24.43
10	\$ 23.73	\$ 24.20	\$ 24.57	\$ 24.94
11	\$ 24.20	\$ 24.68	\$ 25.05	\$ 25.43
12	\$ 24.68	\$ 25.17	\$ 25.55	\$ 25.93

1. Advancement on the Wage Schedule, from one step to the next, shall be on July 1 annually, and is contingent upon satisfactory performance, as determined by the building principal, providing he/she has been employed for at least six (6) months prior to July 1.

The wage schedule shall be increased 3% each year of the agreement. A Step 9 will be added July 1, 2007. On July 1, 2005, all employees will advance 2 steps on the wage scale should they be otherwise eligible in accordance with Section 1.

Newly hired employees will begin at Step 1, except that up to two (2) steps credit may be given for comparable prior experience as determined exclusively by the Superintendent or his designee.

The wage scale for all steps will be increased by the following percentages: 2% on July 1, 2014; 2.25% on July 1, 2015; and 2.5% on July 1, 2016.

On July 1, 2014, three (3) steps will be added to the wage scale with a 2% increase between each step.

Advancement of the Wage Schedule, from one step to the next, shall be on July 1 annually, and is contingent upon satisfactory performance evaluation, as determined by the building principal or his/her designee, providing he/she has been employed for at least six (6) months prior to July 1.

Effective July 1, 2014, a stipend of twenty-five dollars (\$25.00) per day will be paid to each day custodian in the absence of the Head Custodian.

The wage scale for all steps will be increased by the following percentages:

2% on July 1, 2017  
2% on July 1, 2018  
2% on July 1, 2019

Effective July 1, 2017, Step 1 will be deleted and a new Step 13 will be added at 2%.

The wage scale for all steps will be increase by the following percentages:

July 1, 2020 2%  
July 1, 2021 1.5%  
July 1, 2022 1.5%

**Effective July 1, 2020, increase the stipend paid to the day custodians in the absence of the Head Custodian from \$25.00 to \$35.00.**

#### ARTICLE XXXVIII - LONGEVITY

Effective July 1, 2014, full-time employees covered by the contract shall be eligible for annual longevity payments according to the following schedule:

After 10 years of service	\$ 650 annually
After 15 years of service	\$ 850 annually
After 20 years of service	\$ 950 annually
After 25 years of service	\$1,050 annually

Effective July 1, 2017, Longevity shall increase twenty-five (\$25.) dollars as follows:

After 10 years of service	\$ 675 annually
After 15 years of service	\$ 875 annually
After 20 years of service	\$ 975 annually
After 25 years of service	\$1,075 annually

**Effective July 1, 2020, increase longevity by \$100.00 across the board**

After 10 years of service	\$ 775 annually
After 15 years of service	\$ 975 annually
After 20 years of service	\$ 1,075 annually
After 25 years of service	\$ 1,175 annually

**ARTICLE XXXIX - UNION RELEASE TIME**

Union release time of two (2) days per year will be granted without loss of benefits or pay.

**ARTICLE XL - COPE**

The School Committee agrees to forward any COPE fund payments elected by an employee to the Union.

**ARTICLE XLI - WEATHER EMERGENCY**

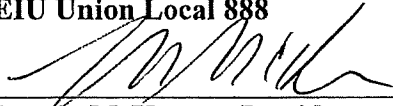
If the Governor declares a State of Emergency specifically for the area of the Commonwealth that includes the Town of Brewster, employees covered by this Agreement shall be considered to be "essential employees" in cases of emergencies unless informed otherwise and will receive overtime at the rate of time and one half (1.5) for each day they are required to work when school is closed.

**APPENDIX "A" - SIDE AGREEMENT**

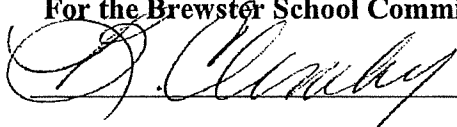
Brewster Elementary Schools' administration retains the right to assign overtime for weather-related reasons; plant-related issues (e.g., equipment failure); and comparable situations pertinent to the operation of the school. Overtime may also be required for such intermittent activities as Town Meetings, Parents Group activities, and similar official or quasi-official town functions. For extraordinary activities, either in frequency or duration, specifically including recreation-sponsored events on weekends, the Committee will make every reasonable effort to hire part-time staff to cover such activities. Activities lasting more than eight hours will be approved only after appropriate custodial coverage has been secured. The administration retains the right to assign backup coverage on a rotating basis, acknowledging the individual's right to exchange assignments with other willing staff.

In witness whereof, we have hereunto set our hands in seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

**SEIU Union Local 888**

  
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**Thomas McKeever, President**  
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**For the Brewster School Committee**

  
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