

**COLLECTIVE  
BARGAINING AGREEMENT**

**between**

**NAUSET REGIONAL  
SCHOOL COMMITTEE**

**and**



**NAUSET CHAPTER of  
SERVICE EMPLOYEES'  
INTERNATIONAL UNION,  
CLC-CTW, Local 888**

**JULY 1, 2023 - JUNE 30, 2026**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Agreement.....	4
I	Purpose of Agreement.....	4
II	Recognition.....	4
III	Negotiations Procedure.....	5
IV	Equal Opportunity.....	5
V	Dues Deduction.....	5
VI	Rights of the Committee.....	6
VII	Labor-Management Committee.....	6
VIII	Union Activity on School Property.....	6
IX	Grievance Procedure.....	7
X	Strikes and Lockouts.....	8
XI	Seniority.....	8
XII	Holidays.....	9
XIII	Probationary Period.....	9
XIV	Work Week and Working Hours.....	10
XV	Absenteeism and Tardiness.....	11
XVI	Employee Performance Evaluation.....	11
XVII	Unacceptable Job Performance.....	12
XVIII	Vacancies and Transfers.....	12
XIX	Time Clocks.....	13
XX	Vacations.....	13
XXI	Sick Leave.....	14
XXII	Sick Leave Bank.....	15
XXIII	Family Illness.....	16
	Leaves of Absence.....	16
	Sick Leave.....	16
	Family Sick Leave.....	16
	Parental Leave.....	17
	Mass. Parental Leave Act.....	17
	Family Medical Leave Act.....	17
	Small Necessities leave Act.....	18
XXIV	Personal Days.....	18
XXV	Educational Tuition Reimbursement.....	19
XXVI	Leaves of Absence.....	19
XXVII	Bereavement Leave.....	19
XXVIII	Jury Duty.....	20
XXIX	Physical Examination.....	20
XXX	Health and Life Insurance.....	20
XXXI	Resignation and Layoff.....	21
XXXII	Union Representatives.....	21
XXXIII	Safety Committee.....	21

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXXIV	Uniform and Work Shoe Allowance.....	21
XXXV	Shift Leaders.....	22
XXXVI	Duration.....	22
XXXVII	Wage Schedule.....	22
XXXVIII	Longevity.....	23
XXXIX	Weather Emergency.....	23
XXXX	Shift Leader Statement of Duties.....	24
	Signature Page.....	24
	Appendix A - Salary Schedule.....	25

## **AGREEMENT**

This AGREEMENT between the Nauset Regional 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 Nauset Chapter, hereinafter referred to as the "Union," shall become effective on the first day of July, 2023.

### **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 schools and the Region, 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 custodial and maintenance employees, and part-time employees hired after July 1, 1993. It does not include school plant managers, 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 Nauset 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 the Nauset Region in the Committee for the quality of education in, and the efficient and economical operation of the Nauset Regional 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 Nauset Regional 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 of Management designated by the School Committee. The Committee shall meet at mutually agreed upon times on a quarterly basis.

**ARTICLE VIII**  
**Union Activity on School Property**

1. To the extent that such does not detract or distract from the education of the District's students, Union members may engage in normal Union activities on school property. Forty-eight hours' notice of such activity shall be provided the Superintendent or his/her designee. Such activity shall not include picketing, distribution of leaflets, or similar activity; or other activities that would interfere with the education process.
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**  
**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 formally presented within ten (10) calendar 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 Building Principal. 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) school 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 five (5) school days, not including any Saturday, Sunday, or holiday, after the date of the hearing.

STEP 2. 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 ten (10) 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 written reply to the employee within ten (10) 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 five (5) 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 or the next regularly scheduled School Committee meeting, 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 3 and go to Step 4.

STEP 4. If the grievance is not settled to the satisfaction of the employee, within thirty (30) 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 arbitrator shall render a written report and decision to both the aggrieved employee and to the School District. 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 Nauset Regional School District.

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 or the Union may wait for a reply.
6. The time limitations mentioned in No. 4 and No. 5 above, may be waived by mutual agreement of the parties.

#### **ARTICLE X** **Strikes and Lockouts**

It is agreed by the parties that 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 XI** **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, and promotions to the employee having the longest applicable service at their location of employment.

The Committee agrees, through the Superintendent of Schools, to compile and keep current a Nauset Regional School District seniority list.



## ARTICLE XII

### Holidays

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

New Year's Day	Indigenous People's Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Day before Christmas*
Juneteenth	(*if school is not in session)
Independence Day	Christmas Day
Labor Day	

And any other day that may be declared a holiday by the Nauset Regional School Committee.

2. A holiday shall not count as part of an employee's vacation.
3. **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 a rate two times their regular pay for all hours worked in addition to holiday pay. In lieu of holiday pay, employees may request a compensatory day.

## ARTICLE XIII

### Probationary Period

Employees newly hired into the school districts 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 90 working days from their first day of work, and this evaluation shall be in addition to the annual evaluation.

**ARTICLE XIV**  
**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. Employees can be assigned overtime by the Building Principal. All overtime shall be authorized in advance by the Building Principal.
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 work day.
  - 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.
  - d. Overtime shall be distributed fairly and equitably among all employees qualified to perform said work as determined by the building principal or his/her 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 overtime hours worked for purposes of equal distribution of overtime. If employees on the overtime seniority list refuse overtime assignments so that there are insufficient acceptances to do the work, overtime will be assigned in order of reverse seniority. An assignment of overtime to the least senior person will move that person to the top of the seniority list for purposes of overtime assignment.
  - e. Any work performed on Sunday will be for double the regular employee's rate.
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 at least four (4) hours of pay according to the provisions of this Article.
5. An employee shall be allowed thirty (30) minutes for lunch, which shall be paid and part of the employee's regularly scheduled day. 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. The Committee agrees to provide clean and safe working conditions for the Union, including an area for breaks and lunch for the custodial staff. This area may contain a table and refrigerator.
6. No personnel covered under this Agreement shall leave the school premises during working hours without the express permission of the Building Principal; however,

nothing in this section shall prevent employees from leaving school premises during the time of their thirty (30) minute paid lunch period. Employees who leave during the paid lunch/dinner period shall advise their supervisor or co-worker before leaving the building.

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 Building Principal to do otherwise. Employees who are ordered not to report to work during such emergency shall be paid in full for said day(s). Employees who fail to report at the regular hour or in accordance with the adjusted work schedule will not be paid for the day and may be subject to disciplinary action. The Principal will consult with the shop steward prior to making a decision about snow removal and members reporting to work where other workers have been released or school has been canceled.
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 and qualifications, unless the persons assigned are unable to perform the required tasks. A two (2) week notice shall be given to employees in the event of a long term change in the regular work week except in an emergency.
9. All outside functions that are not on a Sunday (non-Nauset events) will be paid at 1.6 times the custodian's regular hourly rate.

#### **ARTICLE XV** **Absenteeism and Tardiness**

Nauset Regional Schools expect 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, 6:00 a.m. for all day personnel, and 11:00 a.m. for all evening personnel in an emergency. Notification must be at least two (2) hours before the start of the scheduled work day. Repeated absenteeism and/or tardiness may lead to disciplinary action up to and including termination.

#### **ARTICLE XVI** **Employee Performance Evaluation**

1. During the first two 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 years employment, the employee will be evaluated 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 XVII**

### **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, further action may be taken, up to and including termination.
4. The Principal reserves the right to take disciplinary action in the case of repeated patterns of poor performance.
5. If an employee's action is so egregious as to constitute insubordination, incompetence, or other just cause, disciplinary action may be taken without verbal or written warnings as described above.
6. The Committee adheres to the principles of progressive discipline.

## **ARTICLE XVIII**

### **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 each Nauset Regional School for not less than one (1) week. This notice shall indicate the name of the school and the title of the vacancy (custodian, grounds person, maintenance).
  - 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 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 the employee requests, he/she shall be returned to his/her former position and rate of pay.

**ARTICLE XIX**  
**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. Employees are to punch out and punch back in for meal breaks occurring during their shift. Any employee found to punch in or out the time card for any other employee, both the individual involved and the employee 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 the Head Custodian or a Supervisor.

**ARTICLE XX**  
**Vacations**

1. Vacation time shall be credited to twelve (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.
  - e. Vacation accrual shall be calculated by an employee's total years of service. Total years of service need not be consecutive.
2. Employees who begin service during the school year, 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 of 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 worked, based on date of hiring. No partial credit will be given until after one full year of work.
  4. Vacation days shall be scheduled and approved in advance of the days requested with the Building Principal. Vacations shall be primarily taken during the summer recess of school. Grounds personnel vacation leave should be taken in the January/February time period to the extent possible. Vacations may be taken during the school year, but not during school vacation periods, unless specifically approved by the Building Principal in advance.
- b. Vacation days will not be carried over beyond June 30 annually, without the express consent of the Superintendent of Schools or his designee, to whom the employee must apply in writing in advance.

## **ARTICLE XXI**

### **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. Sick days will be charged in increments of whole or half days only.
  - b. Employees shall be entitled to up to fifteen (15) days of paid sick leave per normal work year.
  - c. An employee absent for four (4) consecutive work 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 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 twenty (20) years of service in the Nauset Regional Schools at a rate of twenty dollars (\$20) per day for all unused sick days in excess of one hundred (100) days, except that no employee will be eligible for such payment if the employee is involuntarily terminated due to Reduction in Force or discharged.

## **ARTICLE XXII**

### **Sick Leave Bank**

- 1. A sick leave bank will be instituted to assist those members whose sick leave accumulation is exhausted through prolonged illness, and who require additional leave. All permanent employees will give two (2) days of sick leave to initially fund the bank. The sick leave bank shall be administered by a committee consisting of four members: two from the Union and two from the school committee or its designee. All decisions of this committee must be made by a majority of the members and will be final and binding, not subject to the grievance and arbitration procedure. If a tie in voting occurs relative to the granting of sick leave bank days, a tie vote will constitute a denial of the request.
- 2. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed ten (10) days. Upon completion of the 10-day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
- 3. All requests from the sick leave bank must be in writing, with a physician's statement regarding the nature and approximate duration of the illness. No days may be withdrawn from the sick leave bank except for reason of serious personal illness of the employee.
- 4. The Sick Leave Bank Committee shall replenish the bank by the contribution of an additional day(s) sick leave by each member whenever the balance in the bank is at or below fifteen (15) days.

## ARTICLE XXIII

### Family Illness

Leave may be granted for serious emergency illness requiring attention by the employee for a member of the immediate household, including step-families, and the following family members: spouse, domestic partner, parents, children, sister, brother, grandparents, mother-in-law, father-in-law, for the time necessary to arrange for proper care. Employees may use up to 10 of their own sick days 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 the 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.

#### **Sick Leave, Family Sick Leave, Parental Leave, FMLA, SNLA**

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. 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.

- 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 (“MPLA”) 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 MPLA 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.

A brief summary is provided below:

- i. MPLA (Massachusetts Parental Leave Act): 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 MPLA leave (for time the employee would ordinarily be at work). MPLA 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).
  - ii. FMLA leave for Birth or Adoption of Child: Concurrent with the MPLA, 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.
  - iii. MPLA and FMLA Run Concurrently (i.e., they overlap, and are not added together).
  - iv. An employee with three (3) or more years of service may also request additional unpaid leave for child-rearing purposes.
- 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.

- (1) Employees own 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.

### **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 FMLA 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.

## **ARTICLE XXIV**

### **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 Building 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. All requests for Emergency Personal days will be substantiated in writing.
- 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 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**  
**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.
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 exist.

**ARTICLE XXVII**  
**Bereavement Leave**

Bereavement 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 month's 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; one (1) day 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.

Sick Time for Bereavement: In special circumstance, the Superintendent may grant additional bereavement days beyond the contractual limit set forth which shall be deducted from an employee's accumulated sick leave.

## **ARTICLE XXIII**

### **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 Region 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 XXIX**

### **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, and/or the Principal, shall require the employee to submit to a physical examination at school district expense by a physician approved by the Superintendent, and/or the Principal, 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.
4. Whenever an employee covered by this contract is absent from work as a result of personal injury incurred directly in the course of employment, he/she shall be paid full salary which consists of worker's compensation pay, in addition to the partial use of sick and/or personal time to receive full pay during the period approved for worker's compensation.

## **ARTICLE XXX**

### **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. The laws do not permit membership in employees' group insurance for any individual who works fewer than twenty (20) hours per week:

1. A term life insurance plan of ten thousand dollars (\$10,000). (The Regional School District will pay 50% of the cost.)
2. Other insurance plans as approved by the Nauset Regional School Committee and made

available to eligible employees of the Region. (The school district will pay a percentage of the cost as approved by the Nauset Regional School Committee.)

3. The Committee will offer a Limited Cafeteria Plan beginning in 1991-92.

**ARTICLE XXXI**  
**Resignation and Layoff**

1. No resignation will normally be accepted by the Committee and no layoff will be affected without fifteen (15) calendar days' written notice.
2. Waiver of the notice required in Section 1 above will be granted only when both the Superintendent of Schools and employee agree to such waiver.
3. Any Union member who is the subject of a layoff will be given two (2) years of recall rights.

**ARTICLE XXXII**  
**Union Representatives**

A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation, and the Union shall notify the employer of any changes as they occur. One day of release time will be granted per year to conduct Union business.

**ARTICLE XXXIII**  
**Safety Committee**

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

**ARTICLE XXXIV**  
**Uniform and Work Shoe Allowance**

1. The school district will pay an annual stipend of \$300 to all custodial employees to be used for work clothes. This amount will be paid by check to each employee on September 1<sup>st</sup> each contract year, except for probationary employees. For probationary employees, the first check of \$150.00 will be paid within the first thirty days of employment and the second check of \$150.00 will be paid after completion of the probationary period.
2. When employees are required to wear uniforms by the school department in performance of their duties, the school district will provide the uniform as required.
3. 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.

4. Protective equipment and clothing for disease control will be provided by the Committee.

#### **ARTICLE XXXV**

##### **Shift Leaders**

1. Annually for the period July 1 through June 30, Shift Leaders may be appointed at the Middle School and at the High School by the building principals.
2. During the summertime period, the day Shift Leaders shall be responsible for school maintenance and shall coordinate the work assignments and work priorities for the day custodians and grounds person.
3. During the summertime period, the evening Shift Leaders shall be responsible for scheduling, coordinating and developing work priorities for the cleaning of their respective schools utilizing the personnel normally assigned to the evening shift period.
4. In the absence of either designated Shift Leader, the Shift Leader present will coordinate and lead the consolidated shift.
5. Effective July 1, 2022, the Shift Leader stipend shall be \$4,002.00.
6. Only SEIU members may serve as shift leaders or be paid a shift leader's stipend.

#### **ARTICLE XXXVI**

##### **Duration**

This Agreement will become effective on July 1, 2023 and will continue in full force and effect until June 30, 2026. 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, 2026.

#### **ARTICLE XXXVII**

##### **Wage Schedule**

Nauset Regional School Custodians

July 1, 2023, 3% cost of living across the board.

July 1, 2024, 3% cost of living across the board.

July 1, 2025, 3% cost of living across the board.

Drop step 1 and 2 salary schedule from 14 steps to 12 steps

Scott Appleton shall receive a one-time payment of five hundred dollars (\$500.00)

Effective July 1, 2023, the two currently employed Groundskeepers shall be moved from step three (3) of the former wage scale to step five (5) of the new salary schedule set forth in Appendix A.

1. All wage increases shall take effect on July 1 annually, and shall be contingent upon the following: (1) a satisfactory performance evaluation as determined by the building principal or his/her designee; and, (2) providing they have been employed for at least six (6) months prior to July 1.
2. All custodians 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/her designee.
3. All groundskeepers will be given credit for comparable prior work experience as determined exclusively by the Superintendent or designee and may be placed up to step five (5) of the current wage scale.
4. Effective July 1, 2020, the Grounds Person's differential at the Middle and High School shall be \$.90 per hour.
5. Effective July 1, 2020, increase the night differential from \$.80 per hour to \$1.00 per hour.

**ARTICLE XXXVIII**

**Longevity**

Employees covered by this Agreement shall be eligible for longevity payments according to the following schedule; total years of service need not be consecutive.

	FY24	FY25	FY26
After 10 years -	\$ 925	\$ 925	\$ 925
After 15 years -	\$1,025	\$1,025	\$1,100
After 20 years -	\$1,125	\$1,125	\$1,125
After 25 years -	\$1,225	\$1,225	\$1,300

**ARTICLE XXXIX**

**Weather Emergency**

If the Governor declares a State of Emergency specifically for the area of the Commonwealth that includes the Nauset Regional School District, employees covered by this Agreement shall be considered to be "essential employees" in cases of emergencies for the purpose of reporting to work such purposes as snow removal 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. In the event of other unforeseen "states of emergency" such as during a pandemic virus, employees covered by this agreement shall be considered "essential employees" for the purposes of reporting to work (if so allowed by the order of the Governor) and will receive pay at their regular rate of pay.

**XXXX**  
**SHIFT LEADER STATEMENT OF DUTIES**

The Shift Leader will:

1. Coordinate and adjust work priorities;
2. Handle building operation and maintenance emergencies;
3. Receive and distribute incoming materials;
4. Inform the Building Principal of any problems or other unusual occurrences; and,
5. Serve as the Building Principal's designee to execute other duties and responsibilities as directed.
6. Notwithstanding any provisions to the contrary, in the event that any Shift Leader, or person acting in said position, must exercise authority or discretion with respect to the grievance procedure, or any other matter concerned with the usual performance of his/her duties, then said Shift Leaders shall not be subject to Union discipline.

This position is not intended to include discipline of staff, approval of leaves, or schedule changes.

Signed and sealed, this 19<sup>th</sup> day of September, 2023.

FOR THE SCHOOL DISTRICT

FOR THE UNION

Brooke Clenchy

Brooke Clenchy (Sep 19, 2023 10:33 EDT)

Brooke Clenchy, Superintendent

Chris Easley

Chris Easley (Sep 20, 2023 10:27 EDT)

Christopher Easley, Chair

Judith Schumacher

Judith Schumacher (Sep 20, 2023 10:44 EDT)

Judith Schumacher



Thomas McKeever, President, SEIU Local 888

Paul Cohen (Sep 25, 2023 14:47 EDT)

Paul Cohen, NRMS Custodial Representative

Gary Souza

Gary Souza (Oct 2, 2023 4:59:01 EDT)

Gary Souza, NRHS Custodial Representative



**APPENDIX A**

<b>Custodians Salary Scale July 1, 2023- June 30, 2026</b>			
	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
<b>Step</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
<b>1</b>	21.37	22.01	22.67
<b>2</b>	22.01	22.67	23.35
<b>3</b>	22.67	23.35	24.05
<b>4</b>	23.35	24.05	24.77
<b>5</b>	24.05	24.77	25.51
<b>6</b>	24.77	25.51	26.28
<b>7</b>	25.51	26.28	27.07
<b>8</b>	26.28	27.07	27.88
<b>9</b>	27.07	27.88	28.72
<b>10</b>	27.88	28.72	29.58
<b>11</b>	28.72	29.58	30.47
<b>12</b>	29.58	30.47	31.38