

**NAUSET REGIONAL**

**SCHOOL DISTRICT**

**and**

**SCHOOL UNION #54**

**WORKING AGREEMENT**

**of**

**SUPPORT EMPLOYEES**

**JULY 1, 2020 - JUNE 30, 2024**

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**NAUSET PUBLIC SCHOOLS  
SUPPORT EMPLOYEES  
WORKING AGREEMENT**

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**ARTICLE I  
PURPOSE AND PHILOSOPHY OF WORKING AGREEMENT**

The purpose of this Working Agreement is to promote good relations between the school committees, their agents, and the employees covered by this agreement, and to make clear the hours, wages, and conditions of employment upon which such relations substantially depend. It is the intent of the school committees to provide and maintain satisfactory terms and conditions of employment, and to prevent, as well as adjust, where deemed appropriate, any misunderstandings or grievances relating to employment.

**ARTICLE II  
MANAGEMENT RIGHTS CLAUSE**

The school committees are public bodies established under the statutes of Massachusetts and have final responsibility for establishing the policy and budget of the public schools, and the Superintendent has responsibility for management of said schools, and for directing their operations. The committees and the Superintendent shall not be deemed to be limited in any way by this agreement in the performance of the regular and customary functions of management, and said committees and Superintendent reserve and retain all power, authority and prerogative. The listing of specific rights of management in this article is not intended to be, nor shall it be, considered restrictive of or as a waiver of any of the rights of the committees or Superintendent not listed herein. Such inherent committee/Superintendent responsibilities are not subject to the grievance procedure and shall remain exclusively with the committees or Superintendent, except as they may be shared with the employees by specific provisions of these regulations.

**ARTICLE III  
RECOGNITION**

This Support Employees Agreement includes the following positions: Custodians at Eastham, Orleans, and Wellfleet Elementary Schools, Head Custodians at all Schools, Cafeteria Workers at all schools, Cafeteria Managers at all schools, Data Reporting Specialist, Network Systems Administrator, Computer Systems Support Specialist, Computer Technician, Executive Assistant to the Superintendent, Executive Assistant to the Director of Student Services, Executive Assistant to the Assistant Superintendent, Executive Assistant to the Director of Finance & Operations, Staff Accountant, Human Resources/Accounts Payable Clerk, Receptionist/Food Services Bookkeeper, and Payroll & Benefits Coordinator.

**ARTICLE IV  
SUPPORT PERSONNEL COMMITTEE**

A Support Personnel Committee will be established and will meet with the Superintendent, to make recommendations for changes in this agreement no later than January 15 of the calendar year in which the Working Agreement expires. The meeting will also serve as a vehicle for communication between the representatives of the support personnel, and the representatives from the School Committees or the Superintendent to examine the needs of the support personnel employees, and the needs of the school districts.

**ARTICLE V  
JOB DESCRIPTIONS**

A written, concise job description may be prepared for all positions covered by these regulations. Said job descriptions, outlining duties and responsibilities, shall be according to a format prescribed by the Superintendent of Schools and shall be reviewed with every employee upon initial hiring. Every employee covered by these regulations shall be given a copy of any such job description, with another copy retained by the employee's supervisor, and a third copy placed on file with the Superintendent of Schools. Job descriptions for each position shall be reviewed annually by either a supervisor or an employee if, in his/her opinion, the nature of the job has changed significantly. Job descriptions may be revised if it is determined by the Principal and/or Superintendent that the job has changed significantly.

ARTICLE VI  
GRADE CLASSIFICATION

Every job covered by this agreement shall be classified according to a particular grade. The grade shall reflect the overall relative importance of the job, as determined by the written job description. It is not expected that job grades, once established, will change unless the basic duties of the job itself change significantly, thus necessitating a substantial revision of the written job description.

ARTICLE VII  
DEFINITIONS

- A. **Continuous Employment:** Uninterrupted employment and service for the Region and/or towns, except for vacation, sick leave, personal days, holidays, and for other leaves of absence granted in accordance with the provisions of the General Laws or these regulations.
- B. **Supervisor:** An employee who has been assigned administrative and/or supervisory responsibilities and duties. The lines of authority shall be described in the job description.
- C. **Full-time Employee:** An employee who works five consecutive days of five or more regularly scheduled hours per day (not including lunch period) followed by two consecutive days off, for a period of either 10 or 12 months as defined herein.
- D. **Part-time Employee:** Anyone hired who is not a full-time employee.
- E. **Fiscal Year:** Twelve month period commencing July 1, and ending midnight the following June 30.
- F. **12-Month Employee:** One who is under contract for a fiscal year.
- G. **10-Month Employee:** For the purpose of this agreement, a 10-month employee is defined as one whose primary contractual work year falls between September 1 and June 30 annually.

ARTICLE VIII  
EMPLOYEE RECORDS

- A. The Superintendent of Schools shall cause personnel records to be maintained for each support personnel employee, with such records to be according to the format prescribed by the Superintendent of Schools.
- B. Upon request to the Superintendent of Schools, employees will have the right to inspect, by appointment, the contents of their personnel files located at the office of the Superintendent of Schools.

ARTICLE IX  
PHYSICAL EXAMINATION

- A. A new employee may be required to submit to a pre-employment physical examination by a physician approved by the Superintendent of Schools if the Superintendent of Schools or designee deems said examination necessary to determine the employee's physical fitness to perform the duties of the position, with or without accommodation. The physician's report shall be forwarded to the Superintendent of Schools. Any pre-employment physical examination costs required by the Superintendent will be paid by the School Committee of jurisdiction.
- B. 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 of Schools shall be empowered to require the employee to submit to a physical examination at the school district's expense, by a physician approved by the Superintendent of Schools for such purpose. The physician shall certify as to the employee's fitness to perform his/her assigned duties with or without accommodation.

- C. 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 system, providing that he/she is fully qualified and physically able to fill the position with or without accommodation.

**ARTICLE X  
WORK WEEK**

The normal work week for full-time employees shall consist of five (5) consecutive days of five or more hours each day (not including lunch period), followed by two (2) consecutive days off.

**ARTICLE XI  
WORKING CONDITIONS**

- A. The following working conditions shall prevail for FULL-TIME employees:

<u>Item</u>	<u>Employees</u>
Hours per day	5 or more
Hours per week	25 or more
Lunch period	as directed by supervisor

- B. The daily hours of each employee, the particular days of work each week, and the hours of lunch periods shall be designated for each employee by his or her supervisor.
- C. Overtime:
  - I. Approval to work overtime by hourly employees must be received beforehand from the Principal, or in the case of the Central Office, from the employee's immediate administrative supervisor, except when a sudden emergency arises, in which case a supervisor other than the Principal or direct supervisor may approve overtime. Principals will notify the Payroll Department promptly, through the Payroll Time Sheet, of overtime work.
  - 2. Overtime pay shall be at a rate of time and one-half (1.5) the employee's normal rate for any hours worked in excess of 40 hours per week, and for any hours worked in excess of 8 hours per work day, or for any hours worked on Saturday or Sunday if the employee did not have two (2) consecutive days off during the work week.
  - 3. Overtime pay shall be at a rate of 1.6 times the hourly rate for non-school groups on Saturdays, and double time on Sundays.
  - 4. The supervisor retains the right to require overtime service for responsibilities directly related to job function as determined by the Superintendent or designee or during an emergency determined by the Principal, Superintendent, or designee.
- D. Part-time employees shall work the number of hours designated by their supervisor. Their days of employment, hours, work, lunch period, and location of work shall be designated by their supervisors.
- E. There shall be no paid minimum number of hours which an employee must be paid for if assigned to a regular assignment of work. However, if an employee is called to duty because of an emergency, that employee shall be paid at a rate of \$50, or 1.5 times the employee's hourly rate, whichever is higher, for a 2-hour minimum (a 3-hour minimum for Head Custodians & Facility Managers).
- F. Supervisors should schedule the flow of work in such a manner as to allow all employees thirty (30) minutes duty free for lunch, with said lunch time not to be part of the working hours. During an employee's duty-free lunch period, said employee is free to leave the work site, provided he/she returns in sufficient time to resume work duties at the conclusion of the thirty (30) minutes, and provided the employee notifies the supervisor prior to leaving the work site during lunch time.
- G. Supervisors shall schedule the flow of work in such a manner as to allow all full-time employees one fifteen (15) minute break per day, which shall be part of the normal work day.

- H. Compensation for employees assuming the duties of their supervisor: the rate of pay for assuming duties of the supervisor shall be the same rate as the supervisor. When the supervisor's hourly rate of pay is less, then the compensation will be an additional \$2.50 per hour.

**ARTICLE XII  
PROBATIONARY PERIOD**

Employees newly hired into the school districts shall be probationary employees for one (1) year, 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 six (6) months from the first day of work, and this evaluation shall be in addition to the annual evaluation.

**ARTICLE XIII  
VACATIONS**

- A. Vacation time shall be credited to 12-month, full-time employees annually on July 1, on the following basis:
- I. Ten (10) days per year for employees who have completed more than one, but fewer than five years' creditable service;
  2. Fifteen (15) days per year for employees who have completed five (5) years' creditable service;
  3. Twenty (20) days per year for employees who have completed ten (10) years' creditable service; and,
  4. Twenty-five (25) days per year for employees who have completed fifteen (15) years' creditable service.
- B. Twelve-month employees who work the normal work week of five (5) consecutive days and who work four (4) or more hours, but less than six (6) hours daily, shall earn ten (10) vacation days annually. The ten (10) days vacation time shall be credited to those employees who complete a full year of service. Vacation time will be credited on July 1st annually.
- C. Employees who begin service after July 1 will be credited with a pro-rata portion of ten days vacation on their first July 1 of employment. Five days of this entitlement may be taken after 6 months service.
- D. Vacations cannot be postponed and/or accumulated for a later fiscal year without the permission of the Superintendent or designee. Vacations shall not be postponed for more than one fiscal year. The administration **may** approve reasonable applications to carry unused vacation time over to the next year.
- E. 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 prorated according to the percentage of final year work. No partial credit will be given until after one full year of work.
- F. Creditable service for employees who transfer from 10-month to 12-month positions may be earned at the rate of one half-year per complete 10-month year of employment.

ARTICLE XIV  
LEAVES OF ABSENCE

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

A. Sick Leave

1. Number of Sick Days: Employees will be entitled to fifteen (15) days sick leave each school year. Unused sick leave may be accumulated from year to year up to a total of one hundred eight-five (185) days for 10-month employees, and two hundred (200) days for 12-month employees. Part-time employees shall be entitled to benefits set forth in this Article on a pro-rata 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 (5) work days without written verification of the illness, injury or disability by the employee's 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 twelve weeks in a rolling twelve 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 member's 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. Additional unpaid FMLA leave may be granted by the Superintendent, of up to twelve weeks in a rolling twelve month period, for illness of 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 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 MPLL 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 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 work weeks of leave in a twelve month period (Nauset Public Schools use a rolling twelve 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 12-week FMLA leave entitlement.

- (3) MPLL and FMLA run concurrently (i.e., they overlap, and are not added together.)
  - (4) An employee may also request additional unpaid leave for child rearing purposes. See item H.2.)
  - 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, and may apply accrued sick time to said leave (See Appendix E for more details on FMLA leave.):
    - (1) Employee's own serious health condition
    - (2) Serious Health Condition of Immediate Family Member
    - (3) Qualifying emergency arising out of the fact that a spouse; son/daughter, parent is on covered active duty or call to 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 of 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 Article XVIII, Section D for further details on bereavement leave); said bereavement days to be deducted from an employee's accumulated sick leave.
3. Approval of Sick Leave and Notice Requirements: The granting of sick leave is solely at the discretion of the Principal or Superintendent but, if granted, the provisions of Article XIII, section A above must be followed. Notifications of absences under Section A shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Principal or Superintendent, be applied to absence without pay at current hourly rate. If concrete evidence exists, which shows abuse of sick leave for any period of absence on account of sickness, the Principal or Superintendent may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within five school days after a request is made, such absence may be applied by the Principal or Superintendent to absence without pay. It is agreed that the rate of pay is the current hourly rate.
  4. Sick Leave Buy Back: Upon retirement, reduction in force, voluntary resignation, or death, an employee with a minimum of ten (10) years of service in the Nauset Public Schools shall receive payment at a rate of twenty five dollars (\$25) per day for all unused sick days in excess of one hundred (100) days. If the termination of employment is caused by death, such payment shall be made to the employee's beneficiary within ninety (90) days after the establishment of an estate. An employee will not be eligible for any payment of unused sick days if dismissed with just cause.

## B. Personal Leave

- I. Two (2) personal days absent, with pay, per year shall be granted full time employees who work at least 20 hours per week, for the purpose of tending to personal business which cannot be tended to outside of normal working hours. Personal days shall be applied for, in advance, to the employee's supervisor. Personal days shall not be used to extend vacations and will not be allowed on the day immediately before or immediately after a day off, holiday or vacation, except in an emergency. Personal days must be taken in either full day or half day increments except in cases where leave is being requested and used under the provisions of the Small Necessities Leave Act (see Article XIII Section C), in which case leave may be taken in increments of no less than one hour. All requests for Emergency Personal Days will be substantiated in writing. The School Committees recognize the intent of the language on Personal Days; that is, that Personal Days are available for matters which

cannot be accomplished outside of school hours. The School Committees also acknowledge the administration's responsibility to investigate the possible misuse of Personal Leave.

2. Accumulated unused personal days go into an account available as severance in accordance with article XIV a.4.

C. **Small Necessities Leave:** A full-time employee who has completed a year of service is eligible to take up to 24 hours of time off in a twelve month period under the Massachusetts Small Necessities Leave Act for purposes of (see Appendix E for full details):

1. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
2. To accompany son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
3. To accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care

An employee may utilize accrued personal time for Small Necessities Leave. If no personal time is available, the leave will be unpaid.

D. **Bereavement Leave:** Bereavement leave of up to four (4) days shall be granted to employees, in the event of a death of a spouse, domestic partner, parent (including a step-parent), child (including a step-child), sister, brother, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and grandchild, 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 fiduciary or the funeral is over four hundred (400) miles from the employee's place of employment. Additional days may be granted by the Superintendent of Schools; said bereavement days to be deducted from accumulated sick leave.

E. **Military Leave:** Eligible employees will be granted Military Leave in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable federal or state laws. Permanent employees called into temporary active duty in any unit of the United States Reserves or the State National Guard, shall receive pay as follows:

1. For the first seventeen (17) days per school year, a rate equal to their regular pay minus the pay which they receive from the State and/or Federal government.
2. For the eighteenth (18) through the thirtieth (30) day per school year, a rate equal to their regular pay minus the pay which they receive from the State and/or Federal government and minus the cost of a substitute. This subsection 2. only applies in situations where the employee has no control over the required extension of services.
3. No pay beyond the thirtieth (30) day.

F. **Work Related or Educational Leave** With advance approval of the supervisor, full-time employees may be granted one (1) day, with pay, annually for the purpose of attending meetings of a nature associated with their area of employment and for visiting other schools or employment sites, with those expenses approved in advance to be paid by the employer(s).

G. **Miscellaneous Leave:** Miscellaneous leave, with and without pay, may be applied for in advance, to the Superintendent of Schools, who shall act upon all requests for leave without pay. It should be understood that an employee's primary responsibility is to honor his/her contract of employment and, hence, request for miscellaneous leaves should be made only when extenuating circumstances of an emergency nature exist. Miscellaneous leave without pay shall not be credited toward seniority.

H. Other Extended Leaves: Leaves of absence, without pay, may be granted by the Superintendent, to employees who have been with the district a minimum of three (3) years for the following reasons:

1. Intensive care responsibilities of a member of immediate family, including step-parents, step-children, and domestic partners
2. Child-rearing for up to one year (beyond the MMLA/FMLA period)

Whenever possible, written requests for unpaid leave should be submitted to the Superintendent no later than **December I** of the school year preceding the requested leave and during the leave of absence, the employee shall notify the Superintendent of Schools, in writing by **December I**, as to whether or not the employee intends to return to work at the start of the following year. (See Appendix B for additional information.)

#### ARTICLE XV ABSENTEEISM AND TARDINESS

Nauset 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 required by the Principal. Repeated absenteeism and/or tardiness may lead to disciplinary action up to and including termination.

#### ARTICLE XVI HOLIDAYS

- A. All employees shall be paid for all holidays which fall within their normally scheduled work year. If an employee is not required to work on a recognized holiday, the employee will receive holiday pay, defined as a regular day's pay computed at the employee's daily number of hours worked times employee's straight time rate, provided such employee will be paid for his/her last regularly scheduled work day prior to and the first regularly scheduled work day after the holiday. 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 the employee's normal rate for each hour worked, in addition to the holiday pay. In lieu of holiday pay, employees may request a compensatory day.
- B. For those full-time employees eligible for paid vacations, a holiday shall not count as part of said vacation.
- I. The following shall be recognized as holidays by the School Committee:  
New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Day Before Christmas, Christmas Day

and any other day that may be declared a holiday by either the Commonwealth of Massachusetts, or the school committee of jurisdiction.

\* Special circumstances will be addressed with the school-year calendar

\*\* An employee who works 2 days the week before Labor Day Weekend shall be eligible to be paid for the Labor Day Holiday

- D. 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 where the Commonwealth of Massachusetts or the U.S. Government prescribes different days for celebrating such holidays or where local custom dictates a different day. The final decision on when holidays are celebrated shall be governed by the school committee of jurisdiction.

#### ARTICLE XVII JURY DUTY

- A. An employee called for jury duty or as a subpoenaed witness will be placed on a leave with pay and shall submit to the Treasurer of the Region or Town Treasurer the stipend paid to him/her for the jury duty or duty as a subpoenaed witness, excluding any travel stipend.
- B. In court cases not connected with the employee bargaining unit work 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 XVIII CLOTHING ALLOWANCE

- I. The school district will pay an annual stipend of \$200 to all custodial employees to be used for work clothes. The employer will provide uniform shirts in addition to the existing clothing allowance.
  2. The school district will pay an annual stipend of \$150 to all cafeteria employees to be used for work clothes. Beginning July 1, 2009, the cafeteria clothing allowance should be increased to \$175 annually.
  3. Stipend payment for the above clothing allowances shall be payable in full to employees on the first of December.
- B. When employees are required to wear uniforms by the school department in the performance of their duties, the school district will provide the uniform as required.
- C. The school district agrees to provide proper clothing for cafeteria workers. Said clothing includes, but is not limited to, aprons, hairnets, or any special clothing required by health code or by the school committees.

#### ARTICLE XIX INSURANCE AND ANNUITY PLAN

- A. 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 less than twenty (20) hours per week.
- I. Elementary school employees.
    - a. Life Insurance: A term life insurance plan as approved by the town and made available to employees of the town where employed. The School Committee will pay a percentage of the cost as approved by the town.
    - b. Health Insurance: Employees may elect an individual or family health insurance plan as approved by the town and made available to employees of the town where employed. The School Committee will pay at least 50% of the cost as approved by the town.
    - c. Other insurance plans as approved by the town and made available to employees of the town where employed. The School Committee will pay a percentage of the cost as approved by the town.
  2. Region employees.
    - a. Life Insurance: A term life insurance plan of at least ten thousand dollars (\$10,000). The Nauset Regional School District will pay fifty percent (50%) of the cost.
    - b. Health Insurance: Employees may elect an individual or family health insurance coverage provided through Blue Cross-Blue Shield and Harvard Pilgrim, with HMO, PPO and High Deductible Health Plans options. Beginning on July 1, 2011, Master Health Plus insurance will no longer be available. Nauset Regional School District will pay 70% of the cost. A Limited Cafeteria Plan (Health Insurance Premium Conversion) will be available to all employees.
      - (1) The Flexible Spending Account (FSA) program as provided by IRS section 125 that is currently in effect for medical expenses shall be expanded to include dependent care. The FSA allows employees to withhold a portion of their salary through payroll deduction to cover the cost of qualifying medical and dependent care expenses. The FSA program will

provide for the maximum allowed by law with annual administrative fees paid by the Committee. Participants in the FSA will be responsible for any monthly costs associated with their selected accounts.

(2) Health Savings Account (HSA) program as provided by IRS section 125 that is available in conjunction with the High Deductible Health Plan being offered effective 7/1/2017.

c. 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.

d. Voluntary Group Benefits (100% employee paid), including dental, vision and disability insurance.

B. Employees will be eligible to participate in a single "tax sheltered" annuity plan established pursuant to United States Public Law N. 87-37, with no cap on the number of annuity companies. Employees must sign up for a tax-sheltered annuity by August 1st annually, and that amount will remain in effect for the balance of the fiscal year, except that it is subject to change once annually as of February 1st.

## ARTICLE XX RETIREMENT

A. Employees who meet specified conditions of employment automatically become members of the Barnstable County Contributory Retirement Plan and, as such, are eligible for the retirement benefits of the program. An informational booklet regarding this Plan is available from the Nauset Public Schools Human Resources Office.

B. Retirees from the Region will be eligible to participate in the health insurance programs with the School Committee paying 50% of the cost. Retirees from elementary school programs will receive health insurance benefits as approved by the town.

## ARTICLE XXI EMERGENCY SCHOOL CLOSING

When due to an emergency, as determined by the Superintendent of Schools, or designee, it becomes necessary to cancel school or close school earlier than normal, employees covered by these regulations who are ordered not to report to work shall be paid in full for said day(s) up to a total of five such days. The provisions of this section do not apply to salaried personnel.

## ARTICLE XXII WORKERS' COMPENSATION

All Employees covered by these regulations shall be covered by Workers' Compensation Insurance.

## ARTICLE XXIII EVALUATION OF PERFORMANCE

A. 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 of the evaluation report going to the employee. After two (2) years of 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.

B. All evaluations shall be completed in accordance with the provisions of School Committee Policy. 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 by June 15 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 XXIV  
UNACCEPTABLE JOB PERFORMANCE/DISCIPLINARY ACTION**

- A. The Supervisor or Principal will first advise an employee verbally if he/she is not performing to the acceptable standards.
- B. If satisfactory improvements are not exhibited after a verbal warning, a written warning may be given the employee for review and action.
- C. 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.
- D. The Principal reserves the right to take disciplinary action in the case of repeated poor performance.

**ARTICLE XXV  
VACANCIES AND TRANSFERS**

- A. When a vacancy in a position covered by this agreement occurs and is to be filled, notification of the position shall be posted in each work site with such notice indicating the name of the work site where the vacancy occurs, and the qualifications and rate of pay associated with the position.
- B. Employees covered by this agreement wishing to be considered for such a vacancy, must make written application to the Superintendent of Schools or his/her designee within three (3) days of the vacancy being posted.
- C. In filling vacancies, due consideration shall be given to any transfer requests from current employees. However, the final decision as to whether or not an individual will be so transferred rests solely with the principal and/or the Superintendent of Schools.
- D. If a vacancy occurs during the school year, the principal and Superintendent reserve the right to either not fill the vacancy, or fill the position with a temporary employee, or to delay filling the vacancy until the beginning of the following work year if, in the opinion of the principal and Superintendent, it would be reasonable to do so and would not seriously hamper the operation.
- E. If a Cafeteria Manager or Cafeteria Worker covered by this Agreement shall apply for and be hired into a different Nauset District or if a Cafeteria Manager or Cafeteria Worker covered by this Agreement is transferred into a different Nauset District, then he/she shall continue to be compensated at the same hourly rate as he/she was paid prior to appointment or transfer to the new District.

**ARTICLE XXVI  
STRIKES AND LOCKOUTS**

- A. No employee covered by this agreement shall engage in, induce or encourage any strike or any other direct or indirect interference, concerted or otherwise, with the committee's operations. The school committees, in turn, agree not to conduct a lockout.
- B. The committee may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this article. Such action shall not be subject to the grievance procedure hereunder, except as to the question of whether or not the employees who are disciplined and/or discharged, in fact, engaged in, induced, or encouraged such conduct.

ARTICLE XXVII  
**PERSONAL INJURY BENEFITS**

Whenever an employee covered by this agreement is absent from work as a result of personal injury incurred directly in the course of employment, he/she shall be paid full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of such absence, up to the dollar amount of accumulated sick leave on the day said disability occurred.

ARTICLE XXVIII  
**PROTECTION**

Any employee covered by this agreement who is sued while exercising his or her responsibility as an employee of the school department shall receive legal assistance as required by law.

ARTICLE XXIX  
**GRIEVANCE PROCEDURE**

- A. A grievance is defined as a dispute involving the meaning, interpretation and application of this agreement.
- B. A grievance may be presented formally, in writing, within ten (10) days of the time of the occurrence of the alleged regulation 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 or her grievance to the immediate supervisor. The immediate supervisor shall return a written reply to the employee within three (3) days, not including any Saturday, Sunday, or holiday. In presenting a written grievance, the employee shall discuss the grievance in person with the immediate supervisor in order to seek a quick solution to the problem.

Step 2. If the grievance is not settled to the satisfaction of the employee, within three (3) days after the date of the immediate supervisor's written reply, the employee may appeal the grievance to the next highest supervisory level. Normally, this will be the building principal in the schools and the Superintendent at the Central Office, unless these supervisors were utilized at Step 1, in which case the next highest supervisory level shall be the Superintendent of Schools, or designee. In either case, the supervisor shall hold a hearing within five (5) days after the date of the employee's written request, not including any Saturday, Sunday, or holiday. The supervisor shall return a written reply to the employee within three (3) days after the date of the hearing, not including any Saturday, Sunday, or holiday.

Step 3. If the grievance is not settled to the satisfaction of the employee, within three (3) days after the date of the supervisor's reply at Step 2, the employee may appeal this grievance to the Superintendent of Schools, provided said Superintendent of Schools was not the supervisor utilized in Step 2. The employee shall do this by sending a written request to the Superintendent of Schools for a hearing. The Superintendent shall hold such hearing within five (5) days after the date of the employee's written request, not including any Saturday, Sunday or holiday. 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 after the date of the hearing, not including any Saturday, Sunday or holiday.

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 the grievance to the appropriate school committee(s), except for matters pertaining to hiring, promotion, firing, dismissal, or assigning of employees. This shall be done by sending a written request to the school committee(s), via the Superintendent, for a review. The school committee(s) shall hold such a review at its next regularly scheduled meeting after the date of the employee's request. Whether such meeting is held in open or executive session shall be covered by the provisions put forth in Chapter 30, sections 23A, B, and C of the Mass. General Laws, as amended by Chapter 303 of the Acts of 1975 (Open Meeting Law). The school committee(s) decision relative to the grievance shall be rendered within twenty (20) calendar days of the review.

- C. Failure of an employee to appeal a decision within the time specified will mean that the grievance shall be considered satisfactorily settled on the basis of the decision last made and shall not be eligible for further appeal.
- D. Failure of the administration to reply to a grievance within the time specified shall mean that the appeal may be taken to the next step.
- E. The time limitations mentioned in C and D above may be waived by mutual agreement of the employee and management.

**ARTICLE XXX  
LEGISLATION**

Should any of the terms and/or conditions contained in these regulations be superseded or nullified or otherwise affected by any legislation, or should any provision of these regulations be found to be in violation of any federal or state law or any town law by a court of competent jurisdiction, such other provisions of these regulations as may not be affected thereby, shall remain in full force and effect.

**ARTICLE XXXI  
NON-DISCRIMINATION**

State and federal laws prohibit discrimination in education. In the Nauset Public Schools, we do not discriminate on the basis of race, color, sex, sexual orientation, gender identity, marital status, religion, disability, age, genetic information, homelessness, active military/veteran status, ancestry, or national or ethnic origin with regard to admission and in the administration of its educational policies, employment policies, and other administered programs and activities.

**ARTICLE XXXII  
RESIGNATION**

- A. No resignation will normally be accepted without twenty-one (21) calendar days written notice.
- B. Waiver of the termination notice required in A. above will be granted only when the employee and the principal and Superintendent agree.

**ARTICLE XXXIII  
WAGES**

- A. Wages for 2020-21 will increase by two and a half percent (2.5%) on July 1, 2020; wages for 2021-2022 will increase by two and a quarter percent (2.25 %) on July 1, 2021; and wages for 2022-2023 will increase by two and an eighth percent ( 2.125%) on July 1, 2022. and wages for 2023-2024 will increase by two and an eighth percent ( 2.125%) on July 1, 2023.

Plus, a step 10 will be added starting July 1, 2021

- B. All wage increases shall take effect on July 1 annually.

- C. All employees will begin at Step 1, except that up to two (2) years credit may be given for comparable prior experience as determined exclusively by the Superintendent or his designee.
- D. Step increases shall not occur at the start of any work year unless the employee was employed in the District for at least fifty-one percent (51%) of the prior work year, and unless the employee has received a recommendation that such step increase be granted by the building principal. Each employee shall advance one step per year until he/she reaches Step 10, at which point, he/she will remain at Step 10 thereafter.
- E. Wage increases shall be contingent upon meeting or exceeding performance objectives established for the position.
- F. The building principal, or his/her designee (in conjunction with the Director of Nutrition Services for Cafeteria staff), will determine if the performance objectives have been met, and make a written recommendation to the Superintendent of Schools who will incorporate the recommendations into the annual wage contract for each employee.
- G. Payment for Extra Duty –
  - I. Cafeteria Managers shall be compensated at their hourly rate per pay period for extra time spent conducting monthly inventory as follows:
    - Middle School, High School and Orleans Elementary School: a minimum of 3.5 hours additional pay per month, and any additional hours to be submitted via timesheet.
    - Stony Brook Elementary, Eddy Elementary, Eastham Elementary and Wellfleet Elementary, a minimum of 2 hours of additional pay per month, with additional hours to be submitted via timesheet.
  - 2. Depositing Cash Receipts - Cafeteria Managers shall be compensated per pay period at their per hour rate for services rendered in connection with taking cash receipts to the bank for deposit into the schools' food service account. Time will be submitted via timesheet.
- H. Mileage Reimbursement – Cafeteria Managers: Cafeteria Managers shall be compensated at the federal travel reimbursement rate for annual mileage accrued in the course of business when taking cash receipts to the bank. The following annual mileage calculations shall be in effect:

<u>SCHOOL</u>	<u># OF MILES FOR REIMBURSEMENT</u>
Brewster- Eddy School	265
Brewster - Stony Brook School	546
Eastham Elementary School	260
Orleans Elementary School	404
Wellfleet Elementary School	324
Nauset Middle School	362
Nauset High School	472

## WAGE SCALES FY21-FY24

2020-2021 - 2.5%

STEP	Level A CAFETERIA	Level B CAFETERIA	Level C CUSTODIAN	Level D CAFÉ MGR	Level E HEAD CUST
1	\$14.65	\$16.03	\$16.81	\$18.59	\$20.17
2	\$15.67	\$16.97	\$18.27	\$19.64	\$20.93
3	\$16.74	\$18.06	\$19.34	\$20.69	\$21.95
4	\$17.77	\$19.10	\$20.42	\$21.72	\$23.01
5	\$18.82	\$20.15	\$21.41	\$22.72	\$24.01
6	\$20.02	\$21.13	\$22.52	\$23.79	\$25.07
7	\$20.63	\$22.00	\$23.39	\$24.72	\$26.08
8	\$22.72	\$23.76	\$25.28	\$26.72	\$28.17
9	\$23.41	\$24.48	\$26.02	\$27.51	\$29.02

2021-2022 - 2.25% increase

STEP	Level A CAFETERIA	Level B CAFETERIA	Level C CUSTODIAN	Level D CAFÉ MGR	Level E HEAD CUST
1	\$14.98	\$16.39	\$17.19	\$19.01	\$20.62
2	\$16.02	\$17.35	\$18.68	\$20.08	\$21.40
3	\$17.12	\$18.47	\$19.78	\$21.16	\$22.44
4	\$18.17	\$19.53	\$20.88	\$22.21	\$23.53
5	\$19.24	\$20.60	\$21.89	\$23.24	\$24.55
6	\$20.47	\$21.61	\$23.03	\$24.33	\$25.63
7	\$21.09	\$22.50	\$23.92	\$25.28	\$26.67
8	\$23.23	\$24.29	\$25.85	\$27.32	\$28.80
9	\$23.94	\$25.03	\$26.61	\$28.13	\$29.67
10	\$24.66	\$25.78	\$27.41	\$28.97	\$30.56

2022 -2023 - 2.125% increase

STEP	Level A CAFETERIA	Level B CAFETERIA	Level C CUSTODIAN	Level D CAFÉ MGR	Level E HEAD CUST
1	\$15.30	\$16.74	\$17.56	\$19.41	\$21.06
2	\$16.36	\$17.72	\$19.08	\$20.51	\$21.85
3	\$17.48	\$18.86	\$20.20	\$21.61	\$22.92
4	\$18.56	\$19.95	\$21.32	\$22.68	\$24.03
5	\$19.65	\$21.04	\$22.36	\$23.73	\$25.07
6	\$20.90	\$22.07	\$23.52	\$24.85	\$26.17
7	\$21.54	\$22.98	\$24.43	\$25.82	\$27.24
8	\$23.72	\$24.81	\$26.40	\$27.90	\$29.41
9	\$24.45	\$25.56	\$27.18	\$28.73	\$30.30
10	\$25.18	\$26.33	\$27.99	\$29.59	\$31.21

**2023 - 2024 - 2.125% increase**

STEP	Level A CAFETERIA	Level B CAFETERIA	Level C CUSTODIAN	Level D CAFÉ MGR	Level E HEAD CUST
1	\$15.63	\$17.10	\$17.93	\$19.82	\$21.51
2	\$16.71	\$18.10	\$19.49	\$20.95	\$22.31
3	\$17.85	\$19.26	\$20.63	\$22.07	\$23.41
4	\$18.95	\$20.37	\$21.77	\$23.16	\$24.54
5	\$20.07	\$21.49	\$22.84	\$24.23	\$25.60
6	\$21.34	\$22.54	\$24.02	\$25.38	\$26.73
7	\$22.00	\$23.47	\$24.95	\$26.37	\$27.82
8	\$24.22	\$25.34	\$26.96	\$28.49	\$30.03
9	\$24.97	\$26.10	\$27.76	\$29.34	\$30.94
10	\$25.72	\$26.89	\$28.58	\$30.22	\$31.87

**ARTICLE XXXIV  
PROFESSIONAL DEVELOPMENT**

Professional development for cafeteria staff will be scheduled during the school calendar only. Professional development will be scheduled for cafeteria staff to take place on the half days for which professional development is scheduled for other school employees. When online professional development is available, cafeteria staff will be compensated at their hourly rate if completed outside of school hours and/or at home with verification submitted to their supervisor.

**ARTICLE XXXV  
LONGEVITY**

Effective July 1, 2008, full-time employees covered by these regulations shall be eligible for longevity payments according to the following schedule.

	<u>FY21</u>	<u>FY22-FY24</u>
After 5 years -	\$450	\$450
After 10 years -	\$750	\$1,100
After 15 years -	\$1,200	\$1,500
After 20 years -	\$1,500	\$1,750
After 25 years -	\$1,700	\$2,000
After 30 years		\$2,200

For the purpose of Longevity benefits, total years shall be based on the number of continuous years of service to the District and/or member elementary schools when employed in any capacity or assignment (*i.e. cafeteria worker, custodian, educational assistant, secretary*). For the first year of employment to count as a year of service an employee's date of hire must be on or before September 16<sup>th</sup>. Effective 9/1/14, service as a long-term substitute shall count toward longevity providing it is part of an employee's continuous employment. When an employee has unpaid leave in excess of 50% of their contracted days in any school year, then the year does not count toward longevity.

**ARTICLE XXXVI  
CRIMINAL OFFENDER RECORD INFORMATION**

Massachusetts law provides for state and federal criminal background checks for individuals working in public schools. Criminal Offender Record Information (CORI) checks and fingerprint-based Criminal History Record Information (CHRI) checks will be administered in accordance with applicable state and federal laws and regulations.

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1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place prior to commencing employment and not more than once every three (3) years thereafter. Employees shall be made aware that upon request, they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing that he/she be given his/her reports.
2. After review of a CORI report, the Superintendent, if he deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining Agreement and the General Laws of the Commonwealth.

**ARTICLE XXXVII  
TERM**

This Agreement shall be in effect for three (3) years from July 1, 2021 through June 30, 2024.

**ARTICLE XXXVIII  
ENTIRE AGREEMENT**

Unless there is a separate, valid agreement or contract with an individual employee with language that supersedes this Agreement, this Agreement embodies the whole agreement between the Committees and the Support Employees and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a written agreement between the Support Employees and the School Committee.

**ARTICLE XXXIX  
INVALIDITY**

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

Approved by the Superintendent of Schools this 30th day of June, 2021.

Thomas M. Conrad  
Thomas M. Conrad, Superintendent of Schools

Date 6/30/2021