

**2017 – 2020 - Contract**

**Berkshire Hills Regional School District**

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**Berkshire Hills Regional School District  
Cooperative Contract for Support Staff**

**Secretaries, Food Service  
Custodial/Maintenance, Other**



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**ARTICLE I – RECOGNITION**

The Berkshire Hills Regional School District Committee does hereby, pursuant to the provision of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, recognize the Berkshire Hills Regional School District support staff for the purpose of collective bargaining as the exclusive representative of the defined job categories listed below. The term support staff applies to Secretaries, Food Service, Custodial/Maintenance and Other employees.

This contract includes four employee categories: Fiscal Year, School Year, Extended School Year and other. They are defined and delineated as follows:

**Categories:**

- I. Fiscal Year Employee:** Twelve-month period commencing July 1<sup>st</sup> and ending midnight the following June 30<sup>th</sup>.
- II. School Year Employee:** Period commencing with the first day of school and ending with the last day of school in June.
- III. Extended Year Employee:** A period of time up to twenty (20) days between the close of the school year and the start of the new school year with ten (10) of these days to be worked during the defined time periods. “Start of the school year” is defined as the five (5) work days prior to the first day teaching staff is required to be in attendance. “After the school year ends” is defined to be five (5) work days following the last day required of the teaching staff. The remaining ten (10) days shall be scheduled in advance by agreement between the Building Principal and the employee.
- IV. Other:** Greenhouse Aides (including weekends/holidays), Seasonal Employees

**Category I – Fiscal Year Employees**

**Custodial/Maintenance**

Custodian  
Custodial Supervisor  
Skilled Maintenance  
Head Building Custodian  
District Maintenance Supervisor

**Others**

Account Technician – Accounts Payable  
Audio/Visual Media Specialist  
Technology and Information Technician  
Greenhouse Operations Assistant

Secretarial  
Secretary to Director of Student Services  
Secretary to Principal

**Category I – Fiscal Year Employees (cont'd)**

Secretary to Assistant Principal  
Secretary to Guidance  
Secretary to Business Administrator and Director of Operations  
School Secretary

**Category II - Extended Year Employee**

**Food Service**

Head Cook/Supervisors  
Assistant Cook  
Food Service Helpers

**Category IV – Other**

**Seasonal Employees**

Summer Grounds Maintenance  
Summer Custodial  
Summer Greenhouse Aide  
Technology Intern

**ARTICLE II - PURPOSE AND PHILOSOPHY**

It is the intent and purpose of the parties, by entering into this agreement, to promote and improve both harmonious working conditions and economic relations between the District and its employees; to bargain for, and thereby establish rates of pay, hours of work, and other terms and conditions of employment to be observed between the parties and to provide methods for fair and reasonable resolutions of all disputes relating to this agreement that may arise between the parties. It is the intent of the School Committee, through the Superintendent of Schools, acting as its designee, to provide and maintain satisfactory terms and conditions of employment and to prevent where deemed appropriate, any misunderstandings or grievances relating to employment.

**ARTICLE III – MANAGEMENT RIGHTS CLAUSE**

The Bargaining Unit agrees that the School Committee has complete authority over the policies and administration of the Berkshire Hills Regional School District, which it exercises under the provisions of law. It further agrees that said District will continue to direct the operation of the said school system in all aspects except same shall not be exercised in violation of any express terms and provisions of this agreement. The action of the District with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth.

**ARTICLE IV - DEFINITIONS**

Recognizing that the Superintendent has and shall from time to time employ temporary employees, probationary employees, and part-time employees, the full-time employees agree that, upon request of the Superintendent or his/her designee, they will, without additional compensation, supervise such temporary employees, probationary employees, and part-time employees.

For purposes of this agreement, the following definitions shall apply:

1. a full-time employee is an employee whose basic work week regularly consists of more than twenty (20) hours and is not a seasonal employee. These employees qualify for benefits.
2. a part-time employee is an employee whose basic work week regularly consists of less than twenty (20) hours. These employees do not qualify for benefits.
3. a probationary employee is an employee who has been in the employ of the District for less than ninety (90) consecutive work days and who is not a part-time employee and is not a temporary employee;
4. a temporary and/or seasonal employee is an employee who is employed for a term of not more than ninety (90) consecutive work days in any one work year. These employees do not qualify for benefits.
5. a probationary period is the first ninety (90) consecutive work days of a new employee's employment.
6. length of service (seniority) means an employee's continuous length of service, except for vacation, sick leave, personal days and holidays, in the District from his/her initial date of appointment. Leaves of absence authorized by the Superintendent shall not constitute a break in service.

The Superintendent shall maintain a list of the date of hire and all breaks in service of all units' members. Such list shall be available to the Units.

7. Supervisor: An employee who has been assigned supervisory responsibilities and duties. The lines of authority shall be described in the job description.

**ARTICLE V - SALARY AND WAGE STRUCTURE**

**Salary and Wage Structure**

1. All employees shall be paid an hourly or annual rate, as set forth in this Agreement.
2. Employees receiving an hourly rate may elect to have their pay spread in equal installments over their work year provided they do not work less than five hours per day.
3. All employees covered by this contract shall be hired at starting rates as listed:

**Custodial/Maintenance Starting Salary and Wage Structure**

1. Starting Rates:
  - Custodians \$14.50 - \$16.00 per hour
  - Head Building Custodian \$16.00 - \$17.50 per hour
  - Skilled Maintenance \$16.50 - \$18.00 per hour
2. Custodians and Maintenance personnel shall receive the following increases for the three years of this contract:
  - FY2018 3.25%
  - FY2019 3.25%
  - FY2020 3.25%
3. The pay rate for the above Custodial/Maintenance positions for the first ninety (90) day probationary period shall be less \$.50 per hour provided the pay for a new employee does not exceed the pay rate of an existing employee with comparable experience after the 90 day probationary period.
  - Maintenance Supervisor \$25.00 - \$26.50 per hour

The pay rate for the above Maintenance positions for the first ninety (90) day probationary period shall be the rate less \$.50 per hour.
4. A Custodian who is promoted to a position (either supervisor or head building custodian) shall receive an additional one dollar per hour (\$1.00) over his/her current rate of pay.

**Secretarial Starting Salary and Wage Structure**

1. Starting Rates:

\$15.00 per hour

2. For FY2018, secretaries employed by the District in FY17 shall receive:

- a minimum of 3.25%, if above \$16.00 in FY17; an increase of \$1.00 if below \$15.50 in FY17; or, an increase to \$16.50 if above \$15.50 in FY17.
- FY2019                    3.25% increase
- FY2020                    3.25% increase

3. A secretary at each of the schools will be designated as sub-coordinator and have the responsibility as part of the job description. The additional compensation for the responsibility will be paid as an annual stipend. In the event of a vacancy all new secretaries designated as the sub-coordinator will receive a stipend of one thousand three hundred seventy dollars (\$1,370) per year. The rate for all sub-coordinator stipended positions will increase annually by 3%.

4. A secretary at each of the schools will be designated as the Data Coordinator. The additional compensation for the responsibility will be paid as a differential and included in the secretary's bi-weekly pay. The differential shall equal the annual amounts as listed for the three years of this contract:

- FY18                    \$2,500.00
- FY19                    \$3,000.00
- FY20                    \$3,500.00

**Food Service Employees Salary and Wage Structure**

1. Starting Rates:

- Kitchen Helper/Cashier    \$12.00
- Assistant Cook                \$14.00
- Cook Supervisor               \$16.00

2. For FY2018, all food service employees employed by the District in FY17 shall receive a \$1.00 increase. For the subsequent two years, the increase shall be:

- FY2019                    3.00% increase
- FY2020                    3.00% increase



3. A Food Service employee who also acts as the Food Services' Receivables Clerk shall receive a \$500 per year stipend.
4. Employees asked to temporarily substitute for another employee in a different category will be compensated:
  - a. At the starting rate for the new category if the employee's regular compensation is less than the starting rate for the new category;
  - b. An additional \$1.00 per hour if moving from Helper to Assistant Cook and \$2.00 per hour if moving from Assistant Cook to Cook if the employee's regular rate of compensation is above the starting rate.
5. An employee who permanently moves to a new category will be compensated as follows:
  - a. The starting rate for the new category if the employee's regular compensation is less than the starting rate for the new category;
  - b. An additional \$1.00 per hour if moving from Helper to Assistant Cook and \$2.00 per hour if moving from Assistant Cook to Cook if the employee's regular rate of compensation is above the starting rate.

**All Others Salary and Wage Structure**

Starting Rates:

1. Account Technician – Accounts Payable \$14.50
2. Audio Visual/Media Specialist \$22.50
3. Technology and Information Technician \$20.00-\$22.00
4. Greenhouse Aides – Including Weekends and Holidays \$12.50
5. Personnel listed in items 1-4 above shall receive the following increases for the three (3) years of this contract:
  - FY2018 3.25%
  - FY2019 3.25%
  - FY2020 3.25%

6. Waste Water Treatment Facility:

The following compensation shall be paid to licensed Waste Water Treatment Facility Operators.

  - Rate Pending License:
    - Primary Operator \$10,000 per year
    - Secondary Operator \$ 6,000 per year

- Fully Licensed:
  - Primary Operator \$15,000 per year
  - Secondary Operator \$12,000 per year

7. Water Vault:

The following compensation shall be paid to certified licensed Water Vault Facility Operators. Current license 4d Water Vault Operators will receive the stipend upon receipt of the certification from the state. If the certification is received mid-year, the stipend shall be pro-rated.

- Certified License Operators (2) \$ 4,000 per operator per year

**Seasonal Employees:**

1. Summer Grounds Maintenance
  - Supervisor \$14.50 - \$20.00
  - Helper \$12.50 - \$13.50
  - Student Aides \$10.50
  - Seasonal Summer Custodians \$10.50
2. Technology Intern \$10.50
3. Summer Greenhouse Aide \$10.50 - \$12.50

Returning Summer Seasonal Employees:

A returning summer employee who worked for the District in the immediate, previous summer shall receive a 3% increase over their previous rate of pay.

**ARTICLE VI WORKING CONDITIONS**

1. A work week shall consist of not more than forty (40) hours within any given seven (7) consecutive days.
2. All custodial and maintenance personnel must report to work for snow removal on snow days when a scheduled school day has been cancelled and for other days due to unforeseen circumstances. The only exceptions are when an employee is on vacation or has a prior approved personal day. Sick calls shall be accepted only with proof of doctor or medical staff documentation.
3. A regular shift shall consist of not more than eight (8) hours within any consecutive twenty-four hour period.

4. Wages at one and one-half (1.5) times the employee's hourly rate shall be paid for:
  - a. Hours worked that are in excess of the employee's regularly scheduled five (5) day work week outside the scheduled hours of operation.
  - b. Work performed on those holidays set out in Article IX and that is not routinely scheduled and part of the employees' job description.
  - c. Employees who are hired with the specific understanding that their work day and/or work week shall include holidays, Saturdays and/or Sundays **shall not be entitled to overtime as described in 4.a and 4.b.**
5. No employee covered by this contract is allowed to work extra hours in exchange for comp. time, i.e., time off in another day equal to the extra hours worked.
6. Non-paid time off is by exception only with advance approval from the Superintendent. The Superintendent's decision is non-grievable.
7. In those instances in which an event is scheduled for which custodial coverage is needed, the Head Building Custodian shall seek volunteer coverage among the building custodians. Should no volunteer custodial coverage be forthcoming, the Director of Operations shall assign one or more custodians to such coverage, provided that such assignments shall be made on a rotating schedule. The rate of pay for such events shall be in accordance with the applicable provisions elsewhere in this contract.
8. If an employee is assigned to the evening shift, he/she shall be paid eight (8) hours pay for seven and one-half (7½) hours of work.
9. Employees who work six (6) or more hours in a regular work day are entitled to a duty free thirty (30) minute lunch period without pay.
10. As of June 30, 2008, the District may hire new employees whose scheduled work week may be any five (5) contiguous days followed by two (2) days off. Members of the bargaining unit hired prior to June 30, 2008, will continue to be scheduled as is currently, unless they elect to apply for transfer into new or replacement positions.
11. The work week for fiscal year employees, excluding custodial and maintenance employees, during the summer vacation period when schools are not in session will be from 8:00 A.M. to 3:00 P.M. with no reduction in the daily rate of compensation.

**Custodians/Maintenance/Supervisors : Rates of Pay**

	<b><u>Routine Tasks Included in Job Description and/or on Routinely Scheduled Time</u></b>	<b><u>Overtime</u></b>	<b><u>Called into Work</u></b>
<b><u>M-F</u></b>	Per employee's hourly rate _____	1.5 times regular pay for hours in excess of 8 per day or 40 per week	Same as overtime for M-F
<b><u>Weekend</u></b>	1.5 times regular rate of pay for duties regularly scheduled and included in job description.	N/A	1.5 times regular rate of pay
<b><u>Holidays</u></b>	1.5 times regular rate of pay for duties regularly scheduled and included in job description except for New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas (or an alternate religious holiday of choice), or those days so designated as the holiday if the holiday falls on a weekend, which shall be paid at 2.0 times regular rate of pay.	N/A	2.0 times regular rate of pay
<b><u>Snow Days or Other Unforeseen Circumstances</u></b>		1.5 times regular rate of pay for duties regularly scheduled and included in job description.	2 hours reporting pay plus rate of pay described here. Reporting pay will not be paid when non-school days are considered part of regularly scheduled school vacations (M-F).

	<b><u>Minimum Hours Scheduled</u></b>	<b><u>Overtime</u></b>	<b><u>Called into Work</u></b>
<b><u>Weekend</u></b>	Supervisor or designee scheduled 1.5 hours per day for building check.	N/A	Minimum 2 hours
<b><u>Holidays</u></b>	Supervisor or designee scheduled for 1.5 hours per day for building check.	N/A	Minimum 2 hours

**WORK WEEK OTHER THAN MONDAY - FRIDAY**

	<b><u>Routine Tasks Included in Job Description and/or on Routinely Scheduled Time</u></b>	<b><u>Overtime</u></b>	<b><u>Called into Work</u></b>
<b><u>5 Contiguous Days</u></b>	5 contiguous work days at no more than 8 hours per day	1.5 times regular pay for hours in excess of 8 per day or 40 week.	Minimum 2 hours

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<b>Non-District Events Scheduled Outside Routinely Contracted Hours</b>	
<b><u>M – F</u></b>	2.0 times regular rate of pay
<b><u>Weekend</u></b>	2.0 times regular rate of pay
<b><u>Holidays</u></b>	2.0 times regular rate of pay

**Food Service: Rates of Pay**

	<b>Regular Hours of Operation</b>	<b>Overtime</b>	<b>Called into Work</b>
<b><u>M – F</u></b>	Regularly scheduled hours of operation are 6:00 a.m. – 2:00 p.m. Employees may be scheduled for any portion thereof.	1.5 times regular rate of pay for hours outside regular hours of operation.	Same as overtime
<b><u>Weekend</u></b>	N/A	Same as overtime if scheduled in advance	1.5 times regular rate of pay
<b><u>Holidays</u></b>	1.5 times regular rate of pay for duties regularly scheduled and included in job description except for New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas (or an alternate religious holiday of choice), <b>or those days so designated as the holiday if the holiday falls on a weekend, which shall be paid at 2.0 times regular rate of pay.</b>	N/A	2.0 times regular rate of pay

	<b>Minimum Hours Scheduled</b>	<b>Overtime</b>	<b>Called into Work</b>
<b><u>M – F</u></b>	Applicable only if outside regular hours of operation	N/A	Minimum 2 hours
<b><u>Weekend</u></b>	Applicable only if outside regular hours of operation	N/A	Minimum 2 hours
<b><u>Holidays</u></b>	N/A	N/A	Minimum 2 hours

<b>Non-District Events Scheduled Outside Routinely Contracted Hours</b>	
<b><u>M – F</u></b>	2.0 times regular rate of pay
<b><u>Weekend</u></b>	2.0 times regular rate of pay
<b><u>Holidays</u></b>	2.0 times regular rate of pay

**Secretaries Rates of Pay**

	<b>Regular Scheduled Time</b>	<b>Overtime</b>	<b>Called into Work</b>
<b><u>M – F</u></b>	Regular hours of operation are 7:00a.m. – 4:00 p.m. Employees may be scheduled for any portion thereof.	1.5 times regular rate of pay if beyond 7.5 paid hours per day or 37.5 paid hours per week	Same as overtime
<b><u>Weekend</u></b>	N/A	Same as overtime	Same as overtime
<b><u>Holidays</u></b>	N/A	N/A	2.0 times regular rate of pay

	<b><u>Minimum Hours Scheduled</u></b>	<b><u>Overtime</u></b>	<b><u>Called into Work</u></b>
<b><u>M – F</u></b>	Regular hours of operation are 7:00a.m. – 4:00 p.m. Employees may be scheduled for any portion thereof.	N/A	Minimum of 2 hours
<b><u>Weekend</u></b>	N/A	N/A	Minimum of 2 hours
<b><u>Holidays</u></b>	N/A	N/A	Minimum of 2 hours

**ARTICLE VII SICK LEAVE**

All employees shall continue to receive their regular compensation for absences from duty arising out of disability due to illness or personal injuries not covered by Worker's Compensation Act, subject to the following conditions:

	Days earned per month	Maximum per year	Maximum accumulation
Fiscal Year	1 ½ days	18 days	170
School Year	1 ½ days	15 days	150
Extended School Year	1 ½ days	15 days	150

1. Absence due to illness or accident shall be reported as soon as possible but no later than one (1) hour prior to the employee's scheduled time of arrival for work.

2. In cases involving absence beyond three (3) contiguous work days, the Superintendent or his/her designee may require a practicing physician's statement of fitness to return to work.
3. In cases involving absence for more than ten (10) cumulative work days within any twenty (20) consecutive work days, the Superintendent or his/her designee, at District expense, may require a practicing physician's statement of fitness to return to work.
4. Paid days off and any other days not included in the employee's scheduled workweek shall not be included in the computation of sick time.
5. An employee may use sick leave for rendering necessary care to an ill member of the employee's immediate family (employee's spouse, child, parent). In the event of the absence of an employee because of illness within the immediate family for more than three (3) consecutive days in any work year, the employee shall, upon request of the District or its designee, submit to the Superintendent a certificate of a duly practicing physician substantiating such illness.

6. **DISTRICT SICK LEAVE RESERVE**

- a. Each employee shall annually be assessed two (2) days of sick leave to be transferred to the District Sick Leave Reserve. Such transfer shall be effective on the first day of the regular school year, or on the first day of the employee's work year should the employee be hired as a full-time permanent employee after the start of the school year.
- b. If 50% or more of the days placed in the District Sick Leave Reserve remain unused on the final day of the school year, one (1) sick day will be returned to each participating member of each participating unit at that time, not to exceed the cap of days per member.
- c. In the event that the District Sick Leave Reserve usage will exceed the total number of sick days used in a given year, a Meet and Confer of the District Sick Leave Reserve Committee of each of the participating units will be held to discuss increasing the donation of sick days.
- d. The District Sick Leave Reserve shall be annually reduced to zero on the first day of the fiscal year.

- e. Upon receipt of a request from a member of this bargaining unit for personal sick leave, the Sick Leave Reserve Committee (SLRC) shall meet to vote approval of the request, provided the following guidelines shall have been fulfilled:
  - 1) The unit member requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
  - 2) The unit member shall have demonstrated that the request is due to a personal illness of substantial and critical need as evidenced by a letter from a certified medical physician.
  - 3) The request must be for no more than thirty (30) workdays.
- f. Unit members granted sick leave under this provision may request additional sick leave by providing documentation of a continuing substantial and critical need. However, such additional sick leave shall not exceed sixty (60) additional workdays.
- g. Family Medical Leave Act (FMLA) shall be used concurrently with use of Sick Leave Reserve days, if not previously used for the same illness.
- h. The Sick Leave Reserve Committee (SLRC) shall consist of:
  - 1) the Bargaining Unit Representative,
  - 2) the chairperson of the Berkshire Hills Regional School District School Committee or designee,
  - 3) the Superintendent of the Berkshire Hills Regional School District or designee.
- i. The SLRC shall have the authority to grant additional days upon proof of sufficient and critical continuing need, but in no case shall the employee receive additional days beyond the regular work year.
- j. The decision of the SLRC shall not be grievable under Article III of the Master Agreement.



**ARTICLE VIII - TEMPORARY LEAVE OF ABSENCE**

1. **Three Hour Clause:**

The Superintendent may, but need not, grant temporary leaves of absence without loss of pay for those matters that cannot be taken care of outside of work hours which are for legal, business, household or family matters. The approval or denial of leave by the Superintendent shall be conclusive and his/her decision shall not be subject to grievance or arbitration:

- a) An employee may not take a leave on the last workday preceding a holiday or vacation or on the first work day following a holiday or vacation except when granted by the Superintendent for hardship reasons.
- b) An employee may not take leave as an extension of an employee's scheduled vacation.

<u>Fiscal Year</u>	<u>School Year</u>	<u>Extended Year</u>
6	5	5

2. **Leaves Without Loss of Pay:**

Employees, upon direct request to the Superintendent, shall be granted temporary leaves of absence for the following reasons and upon the following terms and conditions:

a) **Bereavement:**

In the event of the death of the legal partner, child, parent, brother or sister of the employee, for a period not in excess of five (5) consecutive workdays. The beginning of such leave is to commence on or about the date of death. This leave also applies to any other person who acted in the capacity of a parent of a child.

In the event of the death of a grandparent, family-in-laws, aunt or uncle or other family members at the discretion of the Superintendent, of the employee for a period not in excess of three (3) consecutive workdays. The beginning of such leave is to commence on or about the date of death.

b) **Professional Development:**

For the purpose of attending conventions, seminars and conferences, provided a request is made to the Superintendent in writing at least ten (10) days before the commencement of the requested absence.

c) **Religious Observance:**

For the purpose of religious observance if the religious convictions of the employee prohibit him/her from working on said day.

d) **Personal Days:**

The Superintendent shall grant temporary leaves of absence for those matters that cannot be taken care of outside of work hours which are for legal, business, household or family matters. The total number of days of leave in the aggregate shall not, in any work year, exceed three (3) days and further provided:

1. An employee may not take a leave on the last workday preceding a holiday or vacation or on the first work day following a holiday or vacation except when granted by the Superintendent for hardship reasons.
  2. An employee may not take leave as an extension of an employee's scheduled vacation.
  3. An employee gives the Superintendent his/her written request at least twenty-four (24) hours in advance (except in case of unforeseen circumstances when the request may be given less than 24 hours in advance).
  4. Notwithstanding the foregoing, the Superintendent may deny an employee's request for a leave of absence as noted above. If more than one employee in any of the District's schools have requested such leave for a given day, the granting of leave(s) shall be in the order in which written requests for leaves were received by the Superintendent.
  5. The Superintendent may, but need not, grant one (1) additional day of temporary leave pursuant to section above. If granted, this day maybe with or without pay at the discretion of the Superintendent. The grant or denial of such leave shall not constitute precedent to grant or deny temporary leave requested by the same or another employee.
  6. At the end of each fiscal year, June 30, employees that have remaining personal days will have them converted into sick time, provided that this time does not exceed the cap as stated in Article VII. This excludes the Superintendent's discretionary day.
- e. For such other reason as District shall deem appropriate.

3. **Jury Duty:**

In accordance with M.G.L.ch.268, Section 14A and V.G.L.ch 234 (A) Section 48:

- a. Employees summoned to jury duty shall serve without loss of pay or benefits. The employee shall provide the Principal or Immediate Supervisor and Superintendent with a copy of the summons to serve on a jury no later than ten (10) days after its receipt and the employee shall also complete a leave of absence form forwarded to the Superintendent.
- b. For jury service beyond three (3) days, the District shall pay the employee the difference between what is paid the juror by the state and the per-diem salary of the employee.
- c. The employee shall notify his or her Principal or Immediate Supervisor as soon as possible if he or she is not required to report for jury duty on any given day, and he or she will report to work that day.
- d. If an employee is released early from jury duty, he or she shall notify his or her Principal or Immediate Supervisor as soon as possible and, if so directed, shall promptly report to work for the balance of the workday.
- e. Employees must turn in documentation of the days served on jury duty along with their jury duty pay to the central business office as soon as it is received.

4. **Family Medical Leave Act**

An employee, who has worked for the Berkshire Hills Regional School District for at least twelve (12) months and who has performed at least twelve hundred fifty (1,250) hours of work during the year preceding the commencement of the leave, shall be eligible for up to twelve (12) weeks of unpaid leave during a twelve (12) month period pursuant to the Family Medical Leave Act (FMLA) for the following purposes:

- a. Birth of the employee's child,
- b. Placement of a child with the employee for adoption or foster care,
- c. When the employee is needed to care for the employee's parent, spouse, or child,
- d. When the employee has a serious health condition which renders the employee unable to perform the essential duties of the employee's job.

The employee shall utilize all sick leave and vacation concurrently with the FMLA leave.

Employees shall submit all requests for leave on an approved form with accompanying medical documentation as far in advance of the leave as possible and not less than thirty (30) days before the first day of leave requested when such leave is foreseeable.

The duration of the leave and the timing of the employee's return to employment shall be determined in accordance with the specific provisions of the FMLA concerning employees and the regulations enacted thereunder.

The employer shall continue to pay its portion of the employee's group health insurance premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the employer that the employee will not return from leave.

During FMLA leave time the employee shall continue to accrue seniority and other benefits (such as advancement on the salary scale).

Nothing in this section shall prohibit the District from requiring periodic reports from the employee with respect to the employee's status and intent to return to work.

In addition, any female employee who had completed the initial probationary period (defined as 90 consecutive work days from the initial date of appointment) but has not met the requirements of the FMLA shall be granted up to eight (8) weeks of maternity leave under the provisions of the Massachusetts Maternity Leave Act (MMLA). Employees so covered shall be entitled to use all accrued personal and sick leave time.

**ARTICLE IX - PAID TIME OFF**

1. **PAID TIME OFF:**

All employees shall receive their regular compensation for each of the following days provided the employee is not absent on the day before and the day after the listed days without due cause:

<b><u>Paid Time Off</u></b>	<b><u>Fiscal-Year Employee</u></b>	<b><u>School-Year Employee</u></b>	<b><u>Extended School-Year Employee</u></b>
New Years' Day	x	x	x
Martin Luther King Day	x	x	x
President's Day	x	x	x
Good Friday	x	x	x
Patriot's Day	x	x	x
Memorial Day	x	x	x
Fourth of July	x	--	--
Labor Day	x	**	**
Columbus Day	x	x	x
Veteran's Day	x	x	x
Thanksgiving Day	x	x	x
Day after Thanksgiving	x	x	x
Christmas Eve	x	x	x
Christmas Day	x	x	x
Additional Day to be designated annually	x		

\*\*Labor Day will be paid time off for School Year and Extended Year Employees if it falls within the school year. The Fourth of July will be paid time off for School Year and Extended Year Employees if it falls within the additional ten (10) days as provided. If a holiday shall fall on the weekend then those days so designated as the holiday shall be paid time off.

- Should any paid day off fall on an employee's normal day off, the employee will receive a floating day to be used with the approval of his/her Principal or Immediate Supervisor.
- Should Good Friday be scheduled as a school day, all employees will receive an extra days pay provided they work the work day before Good Friday and the first work day after Good Friday.

**ARTICLE X – VACATIONS FOR FISCAL YEAR EMPLOYEE**

1. **Effective for fiscal year employees hired after February 17, 2005**, vacation time is earned within a fiscal year, July 1st to June 30th. Thereafter, a Fiscal-Year employee is entitled to the following:

Day one of employment until end of current fiscal year	10 days prorated based on date of hire.
On the first (1 <sup>st</sup> ) July 1 <sup>st</sup> in the Berkshire Hills Regional School District	10 days vacation
On the fifth (5 <sup>th</sup> ) July 1 <sup>st</sup> in the Berkshire Hills Regional School District	15 days vacation
On the twelfth (12 <sup>th</sup> ) July 1 <sup>st</sup> in the Berkshire Hills Regional School District	18 days vacation
On the fifteen (15 <sup>th</sup> ) July 1 <sup>st</sup> in the Berkshire Hills Regional School District	20 days vacation
On the twentieth (20 <sup>th</sup> ) July 1 <sup>st</sup> in the Berkshire Hills Regional School District	25 days vacation

*\*First year employees cannot use vacation time until they have completed the probationary period of ninety (90) consecutive work days.*

**Example:**

A fiscal year employee hired November 1 will receive the pro-rated number of vacation days until June 30. They may not use any of the days until their ninety (90) day probationary period ends. On their first July 1, in this case the end of the pro-rated time period, they will receive ten (10) vacation days. On their fifth July 1 in the District, they will receive twelve (12) vacation days.....etc.

- a. Each fiscal-year employee's Principal or Immediate Supervisor shall designate and schedule the time of vacation for those periods of ten (10) working days or less. All vacation periods of more than ten (10) working days must have the approval of both the Principal or Immediate Supervisor and Superintendent or his/her designee.
- b. An employee, who on June 30 has not used five (5) or more vacation days to which he/she is entitled by the language of this contract, may carry over a maximum of five (5) vacation days from one work year into the next work year. To do so, the employee must request in writing to the Superintendent that these days be carried over into the next work year beginning July 1 to June 30. Furthermore, these days must be taken as vacation days by the first day of the new school year. Those days unused by the aforementioned time shall be voided as vacation days.

- c. Upon termination, any fiscal-year employee who has vacation credit due shall be compensated for said vacation time at his or her regular rate of pay. Fiscal-Year employees leaving during a given work year shall have said vacation time pro-rated according to the percentage of final year worked.
- d. Vacation For Those Employees Transitioning From School-Year Position

**OR**

Extended School-Year Position To Fiscal-Year

See Article XVII, 2a – Vacancies and Transfers

**ARTICLE XI - RETIREMENT**

Upon retirement from the Berkshire Hills Regional School District and the Berkshire County Retirement System, an employee shall be paid a sum as follows:

All employees, who, upon retirement, shall have at least fifteen (15) years of employment with the BHRSD, shall receive a retirement benefit of \$100 for each accumulated unused day of sick leave up to a maximum of seventy (70) days. (Maximum retirement benefit shall equal \$7,000)

To be eligible for this retirement benefit, the employee shall give the Superintendent at least ninety (90) days written notice of retirement specifying the last day of work. The School Committee may, but need not, for reasons it deems appropriate, waive the requirement.

**ARTICLE XII –INSURANCE BENEFITS**

1. Employees will be eligible to participate in a group life insurance plan. A \$10,000 life insurance policy is available, 89% of the premium cost which is borne by the District, unless modified in accordance with Massachusetts General Laws, Chapter 32B.
2. Employees who work more than thirty (30) hours per week will be eligible to participate in the long-term disability plan offered by the District providing each participating employee authorizes payment of the premium through payroll deduction.
3. Prior to the start of the new fiscal year, each employee shall receive, in addition to his/her contract, a statement of such employee's benefits as appropriate, including but not limited to health, dental, life and disability insurance.
4. The District will pay a percentage of the HMO plan. For employees on the PPO and POS plans, the District will pay the dollar amount equal to the employer HMO contribution.

5. The percentage split is negotiated and determined by the District School Committee and published annually.
6. Employees will be eligible to participate in a dental plan through the Berkshire Health Group. Fifty percent (50%) of the premium cost will be borne by the District and fifty percent (50%) by the employee.
7. The District shall offer employees whose duties regularly require no less than twenty (20) hours per week the same health and dental insurance plans with the same provisions therein described.

### **ARTICLE XIII - EDUCATIONAL DEVELOPMENT**

1. The School Committee agrees to reimburse an employee reasonable expenses (including fees, meals, lodging and transportation) incurred by employees who attend pre-approved workshops, seminars, conferences or other professional improvement sessions at the request of the District.
2. Employees covered by this contract may apply to attend workshops, seminars, conferences or other professional improvement sessions. Requests will be granted based on alignment with District goals and relatedness to the employee's job assignment. Mileage will be reimbursed but other expenses may not be.
3. Additionally, the District will, from time to time, provide professional development opportunities which the employee may access.

### **ARTICLE XIV - PERSONAL INJURY**

1. If an employee, because of injury sustained in the course of and arising out of employee's employment by the District, is receiving weekly total incapacity compensation benefits under M.G.L. Chapter 152 (Workers' Compensation Act) the District shall pay to such employee each pay period so long as such employee is receiving in the aforementioned compensation benefits, an amount equal to the difference between the employee's compensation at the time of such injury and the amount of weekly indemnity being received by the employee.

The total amount payable under this article because of any one injury shall not exceed the amount obtained by multiplying the number of such employee's accumulated sick leave, vacation days and personal leave days by such employee's per diem rate.



2. During the first five (5) days the employee is unable to work due to an injury sustained in the course of and arising out of the employee's employment by the District, the employee may request from the District the full compensation due the employee, as long as the employee has accumulated sick leave and vacation days that are equal to or exceed (5) five days. The employee's accumulated sick leave and vacation days shall be reduced by one full day for each such day of full compensation.

In the event the time lost due to such injury exceeds twenty-one (21) days, the District shall restore to the employee's accumulated sick leave days and vacation days (3) three full days.

Further, in the event the employee does not have at least five (5) full days of accumulated sick leave days and vacation days, the employee shall be allowed to "borrow" such days as is necessary to allow for full compensation. Such "borrowed" days shall be deducted from the employee's future accumulated sick leave days and vacation days upon the employee qualifying for further sick leave days and vacation days.

3. If the employee's absence from work exceeds twenty-one (21) days, indemnity payments will be retroactive to the first day of absence. In the event this occurs, the employee shall repay to the District an amount equal to the indemnity payments so received.
4. If the employee returns to work less than his/her full-time after the twenty-one (21) days while continuing to receive Worker's Compensation benefits, the District will proportionally reduce the employee's sick and/or vacation days consistent with 2.
5. For each day the employee receives full compensation, the employee's accumulated and vacation days shall be reduced in accordance by the following formula:

District Payment (to employee) divided by Employee's Full Daily Compensation total accumulated sick days used. (see examples on next page)

Example:

Employee's Full Daily Compensation	\$200.00
Days Absent Due to Accident	12 days
Employee's Total Full Compensation	\$2,400
Worker's Comp Indemnity Payment	\$ 840 (60% x \$200 x 7days)
District Payment	\$1,560
Sick Day Use	$\$1,560 / \$200 = 7.8$ days

Example:

Employee's Full Daily Compensation	\$ 200
Days Absent Due to Accident	30 days
Employee's Total Full Compensation	\$6,000
Worker's Comp Indemnity Payment	\$3,600 (60% x \$200 x 30 days)
District Payment	\$2,400
Sick Day Use	$\$2,400 / \$200 = 12$ days

**ARTICLE XV - GRIEVANCE PROCEDURE**

1. A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.
2. For the purposes of this article, communication by e-mail is encouraged.
3. Parties are encouraged to seek resolutions to disputes or conflicts through collegial, respectful and prompt face-to-face conversations directly with the person involved and/or their Immediate Supervisor.
4. Prior to an employee filing a formal grievance, the employee shall submit the details and circumstances of the potential grievance to the Bargaining Unit President within those six (6) work days immediately ensuing the day of the occurrence of those acts or omissions upon which the grievance is premised. The president will notify the Superintendent, who will arrange a meet and confer session unless deemed inappropriate by consensus of School Committee Chair and Bargaining President or their designees within fifteen (15) work days, between the Bargaining Unit President and School Committee negotiations team to discuss the matter in the hope of finding a resolution.
5. **Level One:** If a potential grievance is not resolved to the satisfaction of the grievant within six (6) work days following the meet and confer session, the grievant may elect to formally file a grievance. The grievant submitting the grievance shall, present the grievance in writing to his/her Building Principal or Immediate Supervisor. If the involved grievant is not directly responsible to an individual Building Principal, the presentation shall be made to the grievant's Immediate Supervisor. The Immediate Supervisor for Food Service Employees is the Director of Food Service, for the Technology Support Technicians it is the Information Technology Director and for the Custodial/Maintenance staff it is the Director of Operations. The written letter shall cite the alleged grievance and the exact article and section upon which said grievance is premised. The Building Principal or Immediate Supervisor shall return a written reply to the grievant within six (6) work days.
6. **Level Two:** If the grievance is not resolved to the satisfaction of the grievant within six (6) work days after the date of the Principal's or Immediate Supervisor's reply at Level One, the grievant may appeal this work related problem to the Superintendent. The grievant shall do this by sending a written request to the Superintendent for a meeting. The Superintendent shall hold such meeting within six (6) work days after the date of the grievant's written

- request. The Superintendent or his/her designee, may call any pertinent parties to the meeting for information. The Superintendent or his/her designee, shall return a written reply to the grievant within six (6) work days after the date of the meeting.
7. **Level Three:** If the grievance is not settled to the satisfaction of the grievant within those six (6) work days after the date of the Superintendent's reply at Level Two, the grievant may appeal the grievance to the School Committee. This shall be done by sending a written request to the School Committee via the Superintendent, for a meeting. The School Committee shall hold such meeting at a special meeting called for that purpose or at its next regularly scheduled School Committee meeting. Whether such meeting is held in open or executive session shall be covered by the provisions put forth by Chapter 39, Section 23 A, B and C of the Massachusetts General Laws, as amended by Chapter 303 of the Acts of 1975 (Open Meeting Law). The School Committee shall return a written replay to the grievant within six (6) work days after the date of the meeting.
  8. The time limitations mentioned in this Article may be waived in writing by mutual agreement of the employee or the Bargaining Unit and the District.
  9. An employee may pursue a grievance through the level prior to arbitration and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this contract.
  10. If a grievance is resolved at any of the above levels, the Bargaining Unit filing the grievance will communicate in writing that the grievance has been resolved and therefore, dropped. A summary of the agreed upon resolution shall also be put in writing. The correspondence will be addressed to the last person to hear the grievance.
  11. **Level Four.** If the alleged grievance is not resolved to the satisfaction of the employee and the Bargaining Unit within twenty (20) calendar days immediately ensuing the response at Level Three, the Bargaining Unit may submit a grievance in writing to a local arbitrator mutually agreed upon by the Unit and the School Committee, provided that the Bargaining Unit shall contemporaneously with the submission to arbitration, advise the District in writing, that the Bargaining Unit is of the opinion that the grievance is meritorious.

**The following general provisions shall pertain to arbitration:**

- a) Within ten (10) work days after written notice has been given by the Bargaining Unit to the District that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Bargaining Unit and the School Committee will agree upon a mutually acceptable arbitrator and will obtain such commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, either party may request the designation of an arbitrator by the American Arbitration Association or by mutual agreement, the parties may request an arbitrator through the Massachusetts Division of Labor Relations. The parties will be bound by the rules of procedure of the American Arbitration Association or Massachusetts Division of Labor Relations, in the designation of an arbitrator and the proceedings before him/her as otherwise herein provided.
  - b) The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Bargaining Unit.
  - c) The arbitrator will confer with the representatives of the School Committee and the Bargaining Unit and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in Article II of this agreement, or which requires the commission of an act prohibited by law.
  - d) The arbitration hearing will be held within the District unless both parties agree to another designated place.
  - e) The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said employee or Bargaining Unit may have with respect to the matter submitted to said arbitration.
12. The District acknowledges the right of the Bargaining Unit to participate in the processing of a grievance at any level. Provided the parties agree, Level One and/or Level Two of the grievance procedure may be passed and the grievance brought directly to the next step. No reprisals of any kind will be taken by the District or its agents or members of the School Committee because of the participation in this grievance procedure or by any bargaining member against the District or its agents or members of the School Committee. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files.

of the participants.

13. The District and the Bargaining Unit will cooperate with each other in the investigation of any grievance and, further, will furnish to each other such information, if available, as required for the processing of any grievance. Grievance meetings and the investigation of the same will normally take place outside of school hours. Arbitration meetings will be held outside of school hours.

## **ARTICLE XVI REDUCTION IN FORCE AND RECALL RIGHTS**

### **1. Reduction in Force**

- a. If the Superintendent in the exercise of his/her discretion, determines that he/she shall reduce the number of employees in a particular employee classification covered by this agreement and that reduction results in the lay-off of one or more employees the Superintendent and/or Principal or Immediate Supervisor will determine which employee will be laid off based on the best interests of the District.
- b. In considering the employee who will best serve the interests of the District, the Superintendent and/or designee must consider the performance of the employee, the employee's areas of expertise, and the employee's length of service to the District. Primary consideration, however, will be to the performance and expertise of the employee within the classification being reduced.
- c. The notice of lay-off shall be delivered to the employee by certified mail. In lieu of certified mail this notice may be hand delivered to the employee at work. A duplicate copy and receipt of such letter will be signed and dated by the employee at the time of delivery. Such notice of lay-off shall be delivered at least thirty (30) calendar days prior to the lay-off date and will affirmatively set forth: (1) the date of lay-off; (2) the date the employee's health benefits end; and (3) any recall rights the employee has.
- d. Procedural adherence to this process may be grieved in accordance with Article X. The decision to have a reduction in force, however, is not grievable.

**2. Recall Rights**

- a. If, within a one-year period immediately following the lay-off of an employee covered by this contract, a position the employee is deemed well qualified to fill becomes available, the Superintendent shall notify the employee of the vacancy. The vacancy must be in the same category and bargaining unit from which the employee was reduced. The Superintendent or the Superintendent's designee shall have the sole discretion to determine if a former employee is well qualified for the position. The process is subject to grievance and arbitration. The determination whether or not a former employee is qualified for the position is not subject to grievance and arbitration.
  - b. The notice of a vacant position and the employee's recall rights shall be delivered by certified return receipt mail to the last known address of the employee as such address appears upon the records of the District. It is the burden of the employee to advise the Superintendent of any change of address occurring subsequent to the termination of employment.
3. The employee must respond within five (5) business days of receipt of notice indicating whether or not he/she wishes to be reappointed.
  4. An employee, when responding to a recall notice for reappointment to a position in the same category and bargaining unit the employee previously worked in, will be given credit for previous service in that category.

**ARTICLE XVII - VACANCIES, TRANSFERS REASSIGNMENTS AND PROMOTIONS**

**1. Vacancies**

When the District or Superintendent determines that a vacancy should be filled, the vacancy shall be publicized by a notice posted in every school building for five (5) working days. Employees interested in transferring to a vacant position shall notify the Superintendent in writing prior to the posted deadline of the vacancy. The Superintendent shall, in selecting an applicant, consider the professional background, attainments, and experience of each applicant together with such other factors it shall deem to be relevant. If, in the judgment of the Superintendent the professional background, attainments, and experience of the applicants deemed by him/her to be most qualified are, in its opinion, substantially equal, it will give preference to an applicant then currently employed by the District unless, in the opinion of the Superintendent the grant of such preference shall not be in the best interest of the District.

a. **Employee Request to Transfer to a Vacant Position**

- 1) Primary requisites for filling a position are overall performance and qualifications. The Superintendent and/or Principal or Immediate Supervisor shall determine who is the most qualified candidate. This determination shall not be subject to the employee grievance procedure.
- 2) Applications for such positions may be accepted from personnel within and without the District.
- 3) The Superintendent and/or Principal or Immediate Supervisor in filling the position, shall consider the background, skills and experience of each applicant together with such other factors, as he/she shall deem to be relevant.
- 4) If, in the judgment of the Superintendent and/or Principal or Immediate Supervisor, the background, skill and experience of the applicants deemed by it to be most qualified are substantially equal, preference will be given to the most qualified applicant then currently employed by the District having the greatest length of service.
- 5) All candidates shall be notified of the outcome of their application as soon as possible.

2. **Employee Transfer from School-Year Position or Extended School-Year Position to Fiscal-Year Position**

- a. To properly account for employee service to the District, an employee will be given credit in the new fiscal-year position for the time worked in the school-year or extended school-year position when calculating seniority and vacation eligibility.
  - 1) The time shall be pro-rated based on an annual percentage equivalent. For example, a school year employee who works one hundred eighty days (180) work 69.23 % of a full two hundred sixty day (260) fiscal year. That is theequivalent to eight (8) months out of a twelve (12) month year. A person who worked for the District as a school year employee for five (5) years would be credited with 3.46 (rounded to 3 ½ years) of FTE work.
  - 2) The employee in the above example would be eligible for ten (10) vacation days in the first year he/she moves to a fiscal year position. From that point on, the vacation schedule would apply based on the number of additional years worked for the District as a fiscal employee.



3. **Employer Initiated Transfers in Assignment or Position**

- a. If it is deemed beneficial to the District for an employee to be assigned to another location within the District, either permanently or temporarily, to perform the same job function, the employee shall be notified by the Superintendent or his/her designee. Such changes may take place immediately and are non-grievable.
- b. If for economic, programmatic or other reasons related to the overall effectiveness of the District, the Superintendent or his/her designee deems it appropriate to involuntarily transfer a member of the bargaining unit to another position that reduces their current rate of pay, the following procedure will apply:
  1. Whenever the Superintendent or his/her designee deems it advisable to change the work assignment of an employee in a manner that will reduce the salary compensation to the employee, notice shall be given to the employee or employees involved. If the involved employee wishes to discuss such change of work assignment prior to the effective date of the change of work assignment, the employee shall request a conference within five (5) workdays of the receipt of the notice of change of work assignment. The Principal or Immediate Supervisor shall confer with the employee within five (5) work days of receipt of such request and consider the employee's comments before implementing the change of assignment. The employee(s) may have present a Representative of their bargaining unit.
  2. An employee whose work assignment is changed may in writing, with the written approval of this bargaining group within five (5) work days of the date of the conference with the Principal or Immediate Supervisor, request a conference with the Superintendent for the purpose of reviewing the decision. The Superintendent shall confer with the employee within thirty (30) calendar days of receipt of such request for the purpose of said review. The decision of the Superintendent shall be rendered within ten (10) workdays after said review and shall be final and binding upon all parties and not subject to either grievance or arbitration. The change of work assignment shall not be implemented until the Superintendent renders a decision.

4. **Promotion**

- a. To properly account for employee service to the District, an employee will be given credit in the new fiscal-year position for the time worked in the school year or extended school year position when calculating seniority and vacation eligibility.

- b. To accomplish this, the hours worked for each year of service in the school-year or extended school-year position shall be totaled and divided by the annual number of hours to be worked in the fiscal-year position. The result will be the equivalent of the employee's years of service as a full time fiscal-year employee for purposes of calculating seniority and vacation time.
- c. The result of the calculation in item (b) shall be used as the number of years for which vacation time shall be granted per the vacation schedule in Article X. For example, if the result is 7.5 years (equivalent service) then the employee is entitled to 12 vacation days.
- d. Employees moving from a school-year or extended school-year position to a fiscal-year position may use vacation days after having served the initial probationary period in the new fiscal-year position, per Article XII.

### **ARTICLE XVIII - DISCIPLINE, DISCHARGE AND SUSPENSION**

The District shall have the right to discipline, discharge, suspend, reprimand and demote employees for just cause. In the case of such discipline, discharge, suspension, reprimand or demotion, the employee shall be informed, in writing, of the reason for such action. If the employee feels that the action is not justified, he/she shall so advise the Superintendent in writing within thirty (30) calendar days, whereupon the discipline, discharge, suspension, reprimand or demotion shall be discussed with the employee, to the end that agreement be reached. Such writing shall set forth in complete detail all facts upon which the employee bases their conclusion that such action was unjust.

If the aforementioned discussion between the employee and the Superintendent does not resolve the dispute, the employee may within ten (10) work days after the termination of such discussion, submit same to arbitration provided, however, that the arbitrator shall consider and decide only the issue of the existence or non-existence of "just cause," which issue is not to be deemed to embrace the severity of the discipline, discharge, suspension, reprimand or demotion in the light of the offending acts or omissions of the employee.

If, after arbitration, a determination is made that the employee involved has been disciplined, discharged, suspended, reprimanded or demoted without just cause, the Superintendent shall reinstate such employee, and if any loss of time has been incurred by reason of such discipline, discharge, suspension, reprimanded or demotion, the employee shall be compensated for such loss at the employee's regular rate of pay for such lost time.

**ARTICLE XIX EMPLOYEE RECORDS**

The official files of the District shall reside in the Superintendent's office. No report, memoranda or other document shall hereafter be placed in those files or records without a copy thereof being delivered to the employee. Upon receipt of such report, memoranda or other document, the employee shall have the right to submit to the Superintendent, in writing, such refutation or other comment as the employee shall deem to be pertinent. Such refutation or other comment shall be incorporated into the file or record. Further, the employee shall, in the exercise of his or her rights under the provisions of Chapter 71, Section 42C of the General Laws, have the right to the advice, assistance and presence of a representative chosen by the employee.

**ARTICLE XX - PROTECTION**

1. Employees will immediately or as soon as practicable report, in writing, all cases of assault made or suffered by them in connection with their employment, to the Superintendent and the Principal or Immediate Supervisor. The Principal or Immediate Supervisor shall, if requested by the employee:
  - a. Request the appropriate Police Department to investigate the incident and;
  - b. Request the appropriate Police Department to assist the employee to obtain a show-cause hearing;
  - c. The District's legal council will assist the employee up until criminal complaint is filed.
2. If criminal complaint(s) are issued against an employee alleging that he/she committed an assault in connection with his/her employment, the District will reimburse the employee reasonable legal fees incurred by the employee in the defense of such complaint(s) if the employee is found not guilty of all assault complaint(s).
3. The District agrees to indemnify employees in accordance with the provisions of Massachusetts General Laws, Chapter 258, § 9.
4. If a duly authorized administrator shall require an employee to transport one or more students to or from a school activity, the District shall indemnify and save harmless the said employee against any and all liability, loss, damages, costs or expense, which employee may thereafter incur, suffer or be required to pay by reason of any injury or damage caused by, and arising out of such transportation to the extent permitted by the laws of the Commonwealth of Massachusetts. The employee shall immediately or as soon as practical report all incidents for which indemnification of an employee may be available and comply with any reasonable request from the District for information in the employee's possession relating to the incident and the persons involved. The employee will also comply with the provisions of M.G.L. C. 258.

5. The District shall maintain non-owned motor vehicle liability insurance in an amount of not less than one million dollar (\$1,000,000) combined single limit.

### **ARTICLE XXI - EVALUATION**

1. Each employee's performance shall be evaluated at least annually by his/her Principal or Immediate Supervisor. The content of the actual evaluation is not subject to the grievance procedure, although the process may be subject to grievance.
2. The purpose of an evaluation is tri-fold. First, to recognize and commend performance which exceeds the standards of employment. Second, to highlight areas in need of improvement so that appropriate and adequate support can be provided to the employee. Third, to provide information when personnel decisions are made.

The employee has the right to:

- a. Know the evaluation criteria beforehand.
- b. Know how the evaluation will be conducted, including what data will be used and/or methods for conducting the observation.
- c. Have a written evaluation shared with them prior to a private meeting with their supervisor to discuss the evaluation.
- d. Attach a written response to their evaluation.

### **ARTICLE XXII - DEDUCTIONS**

1. The District will provide a Flexible Spending Account (FSA) to all staff and will deduct an annual fee, to be deducted from participating members to cover the account cost mandated by the provider and district administrative costs. If there are no costs mandated by the provider, the District will waive the administrative costs.
2. The District will allow employees to participate in a tax-sheltered annuity, otherwise known as a 403 (b) plan, and may deduct an annual fee, from participating members to cover the account cost mandated by the provider and District administrative costs. If there are no costs mandated by the provider, the District will waive the administrative costs.
3. All monies so deducted under the sections one and two shall be remitted to the appropriate parties promptly in accordance with such procedures as desired by the employee, provided it coincides with the payroll period of the Berkshire Hills Regional School District.

**ARTICLE XXIII - UNIT SPECIFIC WORKING CONDITIONS**

**1. For All Employees Covered by this Contract**

**a. Job Classifications:**

Every job covered by this agreement shall be classified by the Superintendent or his/her designee. The title shall reflect the overall relative task of the job, as determined by a written job description as from time to time, reviewed and adopted by the School Committee and implemented by the Superintendent or his/her designee. It is expected that job titles, once established, will not change unless the basic duties of the job itself change significantly, thus necessitating a substantial revision of the written job description.

**b. Orientation:**

Orientation will be provided for all new employees. The process will include a tour of the facility, an explanation of job description and information specific to their assignment. The Principal or Immediate Supervisor will provide the orientation.

**c. Safety Precautions and Training:**

Each employee must be safety conscious and follow safety precautions in connection with his/her work and eliminate safety hazards for students and staff personnel in the area of his/her responsibility.

Employees are required to participate in periodic paid in-service trainings relating to all pertinent OSHA rules and procedures, as well as other safety trainings deemed appropriate by the District. These will occur during regularly scheduled work time.

**2. For All Custodial/Maintenance Employees**

**a. Safety Precautions and Training:**

Supervisors are required to be trained and maintain current certification in the use of Automatic External Defibrillators. This training will take place on regularly scheduled work time at no cost to the employee.

**b. Clothing**

To enhance safety, security and professionalism, the District shall supply each employee with shirts which designate them as "BHRSD Custodial Maintenance Staff." These shirts must be worn by the employee during work hours.

Additionally, each employee will be allowed a maximum of \$300 yearly to purchase work related clothing such as steel-toed boots. All purchases must be approved in advance by the Director of Operations. The Director of Operations will establish standard criteria and sources for such purchases. Receipts must be turned in by the employee, and approved by the Director of Operations for reimbursement.

**3. For All Food Service Employees:**

**a. Orientation and Training**

In-service necessary training will be held to coincide with Faculty In-service Days. Attendance will be required for necessary training. Food Service employees will be required to work all full student days and one half (1/2) of the District scheduled half day in-service days. With the exception of sick leave, no other leaves will be granted on those days. Every reasonable attempt will be made to schedule these days at the opening of the school year so that employees may plan accordingly.

The remaining half days scheduled by the District will be optional for employees at the discretion of the Food Service Director. Additionally, the Food Service Director will have the discretion of scheduling employees to work during the District scheduled full in-service days. Employees will be notified in advance, preferably before the close of the preceding school year.

**b. Clothing**

To enhance safety, security and professionalism, the District shall supply each food service employee with shirts designating them as members of the food service staff. These shirts must be worn by the employee during work hours.

Additionally, each employee will be allowed a maximum of \$150 yearly to purchase work related clothing such appropriate footwear. All purchases must be approved in advance by the Food Services Director. The Food Services Director will establish standard criteria for such purchases. Receipts must be turned in by the employee and approved by the Food Services Director for reimbursement.

**ARTICLE XXIV- AMENDMENT AND ALTERATION OF AGREEMENT**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings or terms contained herein shall be binding upon the parties hereto unless agreement through a Meet and Confer session is made and executed in writing between the parties.

The executed written waiver of this agreement shall not constitute a precedent in the future enforcement of the terms of this agreement.

If any part of this agreement is in conflict with the law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected.

**ARTICLE XXV - DURATION**

**This contract, as written, shall commence July 1, 2017 and shall continue in full force and effect at least until midnight June 30, 2020.**

**AGREEMENT MADE \_\_\_\_\_ BY AND BETWEEN THE  
BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT AND**

**Berkshire Hills Regional School District School Committee**

By:  6/15/17  
Chairman Date

**Berkshire Hills Regional School District – Cooperative Contract for Support Staff  
(Secretaries, Food Service, Custodial/Maintenance, Other)**

By: Paul Gibbons 6/21/17  
Representative Date

**Representing Witness:**

By:  6/15/17  
Superintendent of Schools Date

