

JULY 1, 2020 through JUNE 30, 2023

Contract

BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT

AND

BERKSHIRE HILLS EDUCATION ASSOCIATION – UNIT C

***PARAPROFESSIONALS/FACILITATORS/DIRECTED STUDIES SUPERVISORS/
SECRETARIES***

Revised Per School Committee Vote 9/9/21

As Revised 7/28/22 (starting rates)

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AGREEMENT *Revised Per School Committee Vote 9/9/21*

This agreement made as of this **1st** day of July, **2020**, by and between the **BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT**, hereinafter referred to as the **District**, and **BERKSHIRE HILLS EDUCATION ASSOCIATION, UNIT C**, hereinafter referred to as the **Association**.

PREAMBLE

This agreement is built on a relationship of mutual cooperation between the Berkshire Hills Education Association (BHEA) Unit C and the Berkshire Hills Regional School District School Committee. Its foundation is the shared commitment to the mission of the District. Both parties are committed to working together in a respectful, collaborative process to ensure we are working to the realization of our common mission.

This compact defines how we work together in the best interest of students. Central to our efforts is clear and ongoing communication where both sides meet regularly to resolve problems, address issues, discuss budgetary concerns and identify opportunities for improvement, within a time frame that provides real opportunity to shape results for students.

WITNESSETH:

ARTICLE 1 - RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment as are herein set forth for all full-time and regular part-time paraprofessionals, Facilitators of Students with Intensive Special Needs, Directed Study Supervisors, and secretaries, hereinafter referred to as employees and excluding volunteers, students, substitute employees and all other District employees.

This contract includes two employee categories: Fiscal Year and School Year. They are defined and delineated as follows:

Categories:

- I. Fiscal Year Employee:** Twelve-month period commencing July 1st and ending midnight the following June 30th.
- II. School Year Employee:** Period commencing with the first day of school and ending with the last day of school in June.

ARTICLE 2 - MANAGEMENT RIGHTS

The Association agrees that the 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 3 – PRE-EMPLOYMENT PHYSICAL

All new paraprofessionals, facilitators and Directed Study Supervisors must undergo a Pre-Employment Physical Examination, (*also known as Post-Offer Physical Exam*) to determine if he/she is physically capable of meeting the essential functions of the job. All paraprofessionals hired prior to July 1, 2020 are requested to undergo this physical to facilitate the option of assigning an individual to a facilitator role. No paraprofessional shall be assigned the role of Facilitator without having undergone the Physical Exam. The District will cover all out-of-pocket cost to the employee. Further, the District will ensure that all privacy and medical confidentiality is maintained. The necessary physical examination form is included in Attachment D.

ARTICLE 4 - SALARY AND WAGE STRUCTURE

PARAPROFESSIONALS

- 4.1 Paraprofessionals shall be paid during the term of this Agreement at the hourly rate set forth on Appendix A of this Agreement for hours actually worked including such time actually worked at the specific direction of the Principal or Superintendent or Director of Special Education, which is in addition to the regular scheduled work day for the particular employee if such time is recorded on the time sheet and is approved by the Principal, Director of Student Services or the Superintendent
- 4.2 An paraprofessional assigned to the Pre-Kindergarten classroom or whose work otherwise requires the employee to routinely use body substance isolation precautions for hygienic safety shall be paid an additional stipend, in the amount of one thousand five hundred dollars (\$1,500) per school year. There will be one (1) stipend per employee in these positions per year. If a paraprofessional does not perform such duties for the entire school year, such amount will be pro-rated on a daily basis and paid accordingly.

- 4.3 Decisions on which positions will be eligible for stipend under the body substance isolation clause for paraprofessionals working with students in grade levels above Pre-Kindergarten will be based on Individualized Education Program (IEP) team decisions and overseen by the Director of Student Services or specified in writing on the recommendation of the Director of Student Services. The need for regularly scheduled, routine body substance isolation will be written into the IEP based on student needs. There will be one stipend associated with each student. Stipends will be paid according to the schedule established by contract for all stipends across the District.
- 4.4 All new paraprofessionals will be placed at Step 1 of the Salary Schedule and shall be notified in writing of the rate he/she shall receive at the beginning of his/her employment.
- 4.5 Paraprofessional shall, upon satisfactorily completing the previous step, advance at the beginning of each school year to the next higher step in FY21. The salary schedule shall be adjusted in FY22 and paraprofessionals shall remain on the same step in FY22 and FY23 as they were in FY21. Paraprofessionals who reach Step 11 during the life of this contract shall remain on that Step for the life of this contract. The Step shall be adjusted as per the schedule in Appendix A.
- 4.6 Paraprofessionals shall have their total school year wages estimated and paid bi-weekly on payroll dates established each year by the District. The payroll dates shall be established between September 1 and June 30 and be twenty-one (21) or twenty-two (22) in number as annually determined by the District.
- 4.7 Facilitators of Students with Intensive Special Needs I will receive a stipend of two dollars (\$2.00) per hour when working in that capacity. Facilitators of Students with Intensive Special Needs II will receive a stipend of five dollars (\$5.00) per hour when working in that capacity.
- 4.8 Assignment of a Facilitator shall be based on IEP team recommendations and approved by the Director of Student Services and are not grievable.
- 4.9 Paraprofessionals who are assigned by an administrator to work as a facilitator for one (1) or more full days will receive the facilitator stipend for those full days. Paraprofessionals who are assigned by an administrator to work as a facilitator for at least three (3) hours in one (1) day, that paraprofessional will receive the facilitator stipend of two dollars (\$2.00) per hour for that time worked. No paraprofessional shall be assigned the role of Facilitator without having undergone the Physical Exam.

- 4.10 Paraprofessionals who are assigned a short-term project, not to exceed ten (10) school days, to use approved observational methodology to collect, record and chart data on a specific student not assigned a Facilitator, in order to identify behavior patterns for further analysis by the Special Education team shall receive the stipend of two dollars (\$2.00) per hour during the project time-frame.
- 4.11 If a paraprofessional is requested by the Building Principal to monitor one or more classes up to three (3) hours, they will receive an additional twenty-five dollars (\$25.00) compensation for that work day. If they are requested by the Building Principal to monitor one or more classes for a period of more than three (3) hours, they will receive an additional fifty dollars (\$50.00) compensation for that work day. Such coverage must be recorded on the time sheet submitted by the school to the Business Office.
- 4.12 Those experienced paraprofessionals and facilitators who are recommended by their building principal to be mentors for newly employed paraprofessionals and facilitators will be provided training by the Director of Learning and Teaching. Paraprofessionals past their first year of employment with the District will be provided mentors by the District only at the recommendation of the building principal. Mentors will receive a set stipend of two hundred seventy dollars (\$270) for their work. The mentor will receive two (2) hours of training with subsequent one (1) hour meetings monthly through November for a total of five (5) hours. The mentor will provide formal mentorship at least one (1) hour per week for a minimum of ten (10) weeks for a total of ten (10) hours. Additional mentoring will be paid at \$16.00/hour. Any additional mentoring must be approved in advance by the Principal and the Director of Learning and Teaching.
- 4.13 Paraprofessionals with service greater than fifteen (15) years during the life of this contract shall be entitled to an additional four (4) paid days of work, such compensation to be paid in the first payroll period of December. After June 29, 2011, no additional employees will receive this benefit.

SECRETARIES

- 4.14 All secretaries shall be paid an hourly or annual rate, as set forth in this Agreement.
- 4.15 Secretaries shall have their total school year wages estimated and paid bi-weekly on payroll dates established each year by the District and shall be twenty-six (26) in number.

4.16 All secretaries covered by this contract shall be hired at starting rates as listed.

4.17 Starting Rates:

\$15.00 per hour

4.18 Secretaries employed by the District in FY20 shall receive:

- FY2021 an additional \$0.75 per hour increase
- FY2022 an additional \$0.70 per hour increase
- FY2023 a 3% increase

4.19 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 positions will increase annually by 3%.

4.20 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:

- FY21, FY22 & FY23 \$3,500.00

	Regular Scheduled Time	Overtime	Called into Work
<u>M – F</u>	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
<u>Weekend</u>	N/A	Same as overtime	Same as overtime; minimum of 2 hours.
<u>Holidays</u>	N/A	N/A	2.0 times regular rate of pay; minimum of 2 hours.

Directed Studies Supervisor

4.21 All Directed Study Supervisors shall be paid an hourly or annual rate, as set forth in this Agreement.

4.22 Directed Study Supervisors shall have their total school year wages estimated and paid bi-weekly on payroll dates established each year by the District. The payroll dates shall be established between September 1 and June 30 and be twenty-one (21) or twenty-two (22) in number as annually determined by the District.

4.23 All Directed Study Supervisors covered by this contract shall be hired at starting rates as listed.

4.24 Starting Rates:

\$17.00 per hour

4.25 For FY2021, Directed Studies Supervisors employed by the District in FY20 shall receive:

- FY2021 an additional \$0.75 per hour increase .
- FY2022 an additional \$0.70 per hour increase
- FY2023 a 3% increase

ARTICLE 5 – HOURS, CONDITIONS AND DUTIES

PARAPROFESSIONALS

- 5.1 New paraprofessionals must possess an Associate’s Degree or forty-eight (48) credit hours at an Institution of Higher Education or ParaPro Certification to be eligible to be hired.
- 5.2 The work year shall be one hundred eighty-four days (184). The District may require additional days per section 5.4
- 5.3 The responsibilities and role of paraprofessionals who are assigned to work with transition aged students, 18-22 years of age, in individualized programs including dual enrollment (Monument Mountain and Community College), community based vocational experiences, and other community-based experiences will be aligned with the student’s Individualized Education Program (IEP) and related needs. Such paraprofessionals may be expected to work full days during District breaks. The work year will not exceed one hundred eighty-four (184) work days as per 5.2. If the paraprofessional is asked to work more than the one hundred eighty-four (184) work days, she or he will be compensated accordingly as per 5.4. Paraprofessionals in this role may also be expected to drive the student to and from the identified community-based experiences and will be compensated per District policy and contract.
- 5.4 If a paraprofessional assigned to work with transition aged students, 18-22 years of age, needs to work days when the District is not in school, such as for attendance at community college or other community-based experiences per the student’s IEP,

that paraprofessional will be paid for that/those additional day(s). Additionally, such a paraprofessional will have the opportunity to take equivalent full days off as worked during the time the District is not in session with approval of the Superintendent or Principal and/or their designee(s).

- 5.5 An employee's regular daily scheduled hours and work days shall from time to time be established and revised by the Superintendent or Principal and/or their designee(s). The District may also adopt and implement a reorganization or reduction in force or change in educational policy, program or staff prior to bargaining the adoption, implementation and the impact thereof. However, after implementation, bargainable subjects directly or indirectly arising out of, occasioned by or related to such reorganization or reduction in force or change in education policy, program or support staff shall be bargained if at any time during the work year in which implementation occurs, the Association requests the same in writing.
- 5.6 When the need requires it, and Superintendent and/or Principal approves in writing, an employee may be required to work a reasonable amount of overtime.
- 5.7 Overtime pay shall be at a rate of time and one-half the employee's normal rate for any hours worked in excess of forty (40) hours per week, for any hours worked in excess of eight (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.
- 5.8 An employee who is required to perform work on any said paid day off, as part of the regularly scheduled work week shall be paid twice the regular rate of compensation.
- 5.9 There shall be no paid minimum number of hours that an employee must be paid. However, if an employee, after leaving work for the day, is called back to work because of an emergency, that employee shall be guaranteed at least two (2) hours of work.
- 5.10 An employee whose regularly scheduled work day is six (6) or more hours shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes as from time to time scheduled by the Principal or the employee's immediate supervisor. Such employee may not be required to forego his or her thirty (30) minute lunch period, but may voluntarily waive the same with the approval of the Principal, which waiver shall be in writing if requested by the Superintendent or Principal. Any employee who works at the request of the Principal or the employee's immediate supervisor

during such employee's unpaid lunch period shall be paid for such time worked at the employee's regular rate of pay.

- 5.11 Employees whose work day is less than six (6) hours per day may, but need not, have an unpaid lunch period as from time to time scheduled by the Principal or the employee's immediate supervisor.

SECRETARIES

- 5.12 The regular work year shall be two hundred sixty-one days (261).
- 5.13 A work week shall consist of not more than forty (40) hours within any given seven (7) consecutive days.
- 5.14 A regular shift shall consist of not more than eight (8) hours within any consecutive twenty-four-hour period.
- 5.15 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.
- 5.16 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.
- 5.17 Non-paid time off is by exception only with advance approval from the Superintendent. The Superintendent's decision is non-grievable.
- 5.18 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.
- 5.19 When schools are not in session, the work week for fiscal year employees will be from 8:00 A.M. to 3:00 P.M. with no reduction in the daily rate of compensation.

DIRECTED STUDY SUPERVISORS

- 5.20 An employee's regular daily scheduled hours and work days shall from time to time be established and revised by the Superintendent or Principal and/or their designee(s). The District may also adopt and implement a reorganization or

reduction in force or change in educational policy, program or staff prior to bargaining the adoption, implementation and the impact thereof. However, after implementation, bargainable subjects directly or indirectly arising out of, occasioned by or related to such reorganization or reduction in force or change in education policy, program or support staff shall be bargained if at any time during the work year in which implementation occurs, the Association requests the same in writing.

- 5.21 When the need requires it, and Superintendent and/or Principal approves in writing, an employee may be required to work a reasonable amount of overtime.
- 5.22 Overtime pay shall be at a rate of time and one-half the employee's normal rate for any hours worked in excess of forty (40) hours per week, for any hours worked in excess of eight (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.
- 5.23 An employee who is required to perform work on any said paid day off, as part of the regularly scheduled work week shall be paid twice the regular rate of compensation.
- 5.24 There shall be no paid minimum number of hours that an employee must be paid. However, if an employee, after leaving work for the day, is called back to work because of an emergency, that employee shall be guaranteed at least two hours of work.
- 5.25 An employee whose regularly scheduled work day is six (6) or more hours shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes as from time to time scheduled by the Principal or the employee's immediate supervisor. Such employee may not be required to forego his or her thirty (30) minute lunch period, but may voluntarily waive the same with the approval of the Principal, which waiver shall be in writing if requested by the Superintendent or Principal. Any employee who works at the request of the Principal or the employee's immediate supervisor during such employee's unpaid lunch period shall be paid for such time worked at the employee's regular rate of pay.
- 5.26 Employees whose work day is less than six hours per day may, but need not, have an unpaid lunch period as from time to time scheduled by the Principal or the employee's immediate supervisor.

ARTICLE 6 - DEFINITIONS

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

- 6.1 Continuous Employment: Uninterrupted employment and service for the Berkshire Hills Regional School District, except for vacation, sick leave, personal days, paid days off and for other leaves of absence granted in accordance with the provision of the General Laws or this contract.
- 6.2 Fiscal Year: Twelve-month period commencing July 1st and ending midnight the following June 30th.
- 6.3 School Year: Period commencing with the first day of school and ending with the last day of school in June.
- 6.4 Work Week: The normal work week shall consist of five (5) consecutive days not to exceed eight (8) hours each day (excluding lunch period) for a school-year period.
- 6.5 Open Position: An unfilled position which is not to be filled by an Employee. An open position is to be further distinguished from a vacancy or vacant position which is a position expected to be filled by an Employee.
- 6.6 Per Diem Rate: An Employee's per diem rate shall be the number of hours in the Employee's basic workday multiplied by the Employee's hourly rate.
- 6.7 Probationary employee: An employee who has been in the employ of the District for ninety (90) consecutive work days or less and who is not a part-time employee and is not a temporary employee;
- 6.8 Probationary period: The first ninety (90) consecutive work days of a new employee's employment.
- 6.9 The Superintendent or designee 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.

ARTICLE 7 - GRIEVANCE PROCEDURE-

- 7.1 A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.
- 7.2 For the purposes of this article, communication by e-mail is encouraged.
- 7.3 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.
- 7.4 Prior to an employee or the Association filing a formal grievance, the grievant shall submit the details and circumstances of the potential grievance to the Association President within those twenty (20) working 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 Association President or their designees within fifteen (15) working days, between the Association Negotiating Team and School Committee negotiations team to discuss the matter in the hope of finding a resolution.
- 7.5 Level One. If a potential grievance is not resolved to the satisfaction of the grievant within six (6) working 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. The written letter shall cite the alleged grievance and the exact article and section upon which said grievance is premised. If the involved grievant is not directly responsible to an individual Building Principal, the presentation shall be made to the employee's Immediate Supervisor. The Building Principal or Immediate Supervisor shall return a written reply to the grievant within six (6) work days.
- 7.6 Level Two. If the grievance is not resolved to the satisfaction of the grievant within six (6) working days after the date of the Building 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 a meeting within six (6) work days after the date of the grievant's written request. Pertinent parties may be called to the meeting for information by either the District or the Association. 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.

- 7.7 Level Three. If the alleged grievance is not resolved to the satisfaction of the grievant within six (6) working 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 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 23A, 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 reply to the grievant within six (6) work days after the date of the meeting.
- 7.8 The time limitations mentioned in this article may be waived in writing by mutual agreement of the grievant and the District
- 7.9 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.
- 7.10 If a grievance is resolved at any of the above levels, the Association 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.
- 7.11 Level Four: If the alleged grievance is not resolved to the satisfaction of the Association within twenty (20) calendar work days immediately ensuing the response at Level Three, the Association may submit the grievance in writing to arbitration provided that the Association shall contemporaneously with the submission to arbitration, advise District in writing, that the Association 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 Association to the District that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Association and the District will agree upon a mutually acceptable arbitrator and will obtain a 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 and procedures 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 for 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 Association.
- c) The arbitrator will confer with the representatives of the District and the Association 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.
- d) 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 the Committee as set forth in Article II of this agreement, or which requires the commission of an act prohibited by law.
- e) The arbitration hearing will be held within the District unless both parties agree to another designated place.
- f) The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said employee or Association may have with respect to the matter submitted to said arbitration.

7.12 The District acknowledges the right of the Association 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 agendas 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 member 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.

7.13 The District and the Association will cooperate with each other in the investigation of the 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 8 - DISCIPLINE, DISCHARGE AND SUSPENSION

- 8.1 For the purposes of this article “action” shall mean “discipline, discharge, suspension and/or reprimand”. “Take action” shall mean “discipline, discharge, suspend and/or reprimand”.
- 8.2 The District shall have the right to take action against employees for just cause but not otherwise. In the case of such action the employee and the Association shall be informed promptly of the reason. If the employee or the Association feels that the action is not for just cause, it shall advise the Superintendent in writing within thirty (30) calendar days, whereupon the action shall be discussed with the employee or the Association, with the goal of reaching an agreement. Such writing shall set forth in complete detail all facts that are known upon which the employee or the Association premises its conclusion that such action was without just cause.
- 8.3 If the aforementioned discussion between the employee or Association representative and the Superintendent does not resolve the dispute, the Association may, within ten (10) days after the termination of such discussion, submit same to arbitration, subject to the provisions of Article 6 hereof; 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 action in the light of the offending acts or omissions of the employee.
- 8.4 If after arbitration a determination is made that action was taken against the employee without just cause, the District shall reinstate such employee, and if any loss of compensation has been incurred by reason of the action, the employee shall be compensated for such loss less adjustments for unemployment and other compensation at the employee's regular rate of pay for all such lost time. All records of this specific action shall be removed from the employee’s personnel file.
- 8.5 The layoff of an employee is not to be considered as either discipline, discharge, suspension or reprimand.

ARTICLE 9 - SICK LEAVE

- 9.1 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:

9.2 A full-time, employee shall be credited with five (5) days of sick leave on the first day of each work year that employee reports for duty. Part-time, employees shall be granted sick days proportionate to their part-time equivalence. (i.e, a .6 FTE will be granted five (5) .6 sick days rather than five (5) full day sick days).

9.3 Sick days shall be earned, with a maximum accumulation, as follows:

	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

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

9.5 In cases involving absence beyond three (3) continuous work days, the Superintendent or his/her designee may require a practicing physician's statement of fitness to return to work.

9.6 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.

9.7 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.

9.8 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.

9.9 **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) Available Family Medical Leave Act (FMLA) leave shall be used concurrently with use of the Sick Leave Reserve days. (refer to Article 19.4 – Family Medical Leave Act)
- g) 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.
- h) The Sick Leave Reserve Committee (SLRC) shall consist of:
 - 1. the Association President or designee,
 - 2. the chairperson of the Berkshire Hills Regional School District School Committee or his/her designee,
 - 3. the Superintendent of the Berkshire Hills Regional School District or his/her 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 7.
- k) Upon request of the Association President, on June 30, the accounting of the total number of sick days district-wide which were collected and used for that year, will be provided.

ARTICLE 10 - PAID TIME OFF

10.1 The following are paid time off provided the employee has worked his/her last regularly scheduled work day before and after the applicable paid day off: New Year’s Day, Martin Luther King Day, Memorial Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, Patriots’ Day, Presidents’ Day and Good Friday. Labor Day will be paid time off for paraprofessionals and Directed Study Supervisors if it falls within the school year. Secretaries will have the following additional days as paid time off: Christmas Eve, Fourth of July, and one additional day to be designated annually.

ARTICLE X – VACATIONS FOR FISCAL YEAR EMPLOYEE

Day one of employment until the end of the current fiscal year	10 days prorated based on date of hire.
On the first (1 st) July 1 st in the District	10 days of vacation
On the fifth (5 th) July 1 st in the District	15 days of vacation
On the twelfth (12 th) July 1 st in the District	18 days of vacation
On the fifteenth (15 th) July 1 st in District	20 days of vacation
On the twentieth (20 th) July 1 st in the District	25 days of 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 fifteen (15) 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
 - 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 when calculating 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 the equivalent 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.
- a. Employees moving from a 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 11 RETIREMENT

- 11.1 Upon retirement from the Berkshire Hills Regional School District and the Berkshire County Retirement System, a=Unit C member shall be paid a sum as follows:
- a. All Unit C members, 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)
 - b. To be eligible for this retirement benefit, the Unit C member shall give the Superintendent at least ninety (90) calendar 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 12 –INSURANCE BENEFITS

- 12.1 Employees will be eligible to participate in a group life insurance plan. A \$10,000 life insurance policy is available, eighty-nine percent (89%) of the premium cost which is borne by the District, unless modified in accordance with Massachusetts General Laws, Chapter 32B.
- 12.2 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.
- 12.3 Prior to the start of the new school 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, life and disability insurance.
- 12.4 The District will pay the percentage hereinafter provided for the cost of one of the following types of insurance selected by an employee:
- a) The cost of a Point of Service plan (POS) with such benefits and through such organizations as the District may from time to time elect.

- b) The cost of a Preferred Provider Plan (PPO) with such benefits and through such organizations as the District may from time to time elect.
- c) The cost of a Health Maintenance Organization plan (HMO) with such benefits and through such organizations as the District may from time to time elect.

12.5 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.

	<u>District</u>	<u>Employee</u>
Health Maintenance Organization Plan (HMO)	82.5%	17.5%
Preferred Provider Organization Plan (PPO)	EQUAL DOLLAR	
Point of Service Plan (POS)	EQUAL DOLLAR	

12.6 Employees will be eligible to participate in a dental plan substantially equivalent to the plan offered by Blue Cross/Blue Shield 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.

12.7 Both the Association and the District agree to establish an Insurance Advisory Committee in compliance with Massachusetts General Law, composed of representation from both parties, and which may include representation from other employee groups.

12.8 The District shall offer for 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 13- TRANSFERS, REASSIGNMENTS AND VACANCIES

13.1 **Vacancies**

When the District 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.

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

- a) Primary requisites for filling a position are overall performance and qualifications. Length of service will also be considered. The Superintendent and/or Principal, shall determine who is the most qualified candidate. This determination shall not be subject to the employee grievance procedure.
- b) Applications for such positions may be accepted from personnel within and without the District.
- c) The Superintendent and/or Principal, in filling the position, shall consider the background, skills and experience of each applicant together with such other factors, as it shall deem to be relevant.
- d) If, in the judgment of the Superintendent and/or Principal, 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.
- e) All candidates shall be notified of the outcome of their application as soon as possible.

13.3 **Employer Initiated Transfers in Assignment or Position**

- a) If it is deemed beneficial to the District for an employee covered by this contract 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 and/or Principal. 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 and/or designee deems it appropriate to involuntarily transfer a member of the Association to another position that member shall retain his/her current pay, exclusive of stipends, unless appropriate.
 1. Whenever the Superintendent and/or designee deems it advisable to change the work assignment of an 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 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. Employee(s) may have present a Representative of the Association.

- c) When appropriate, employees covered by this contract will receive training for their new position as soon as possible.
- d) An employee whose work assignment is changed, may in writing, with the written approval of Association, within five (5) work days of the date of the conference with the Principal, 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. At the employee's request, the Association may accompany the employee in order to bargain the impact of the new work assignment. 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.

13.4 School year to fiscal year

- 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 when calculating seniority.
- b. To accomplish this, the hours worked for each year of service in the 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.

ARTICLE 14- REDUCTION IN FORCE AND RECALL RIGHTS

14.1 Reduction in Force

- a) If the Superintendent, in the exercise of his/her discretion, determines that it shall reduce the number of employees in a particular employee classification covered by this agreement and that reduction results in the layoff of one (1) or more employees the Superintendent and/or Principal will determine

which employee will be terminated based on the best interests of the District. If an employee in the same job category is on probationary status as defined by Article 28 as the employee being reduced, the probationary employee shall be reduced first.

- b) In considering the employee who will best serve the interests of the District, the Superintendent and/or Principal 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. If performance and expertise are equal, length of service will be the deciding factor.
- c) The notice of layoff 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 layoff shall be delivered at least thirty (30) calendar days prior to the layoff date and will affirmatively set forth: (1) the date of layoff; (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 7. The decision to have a reduction in force, however, is not grievable.

14.2 **Recall Rights**

- a) If, within a one-year period immediately following the layoff of employment due to reduction in force 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 his/her 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 School District. It is the burden of the employee to advise the Superintendent of any change of address occurring subsequent to the layoff of employment.

- 14.3 The employee must respond within five (5) business days of receipt of notice indicating whether or not he/she wishes to be reappointed.
- 14.4 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 15 - EDUCATIONAL DEVELOPMENT

- 15.1 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.
- 15.2 Association members may apply to attend workshops, seminars, conferences or other professional improvement sessions. Requests will be granted based on alignment with District goals, relatedness to the employee's job assignment and the ability to provide educational services in the employee's absence. Mileage will be reimbursed but other expenses may not be.
- 15.3 Additionally, the District will, from time to time, provide professional development opportunities which the employee may access.

ARTICLE 16 - PERSONAL INJURY

- 16.1 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.

- 16.2 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 (1) full day for each such day of full compensation.

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.

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 three (3) full days.

- 16.3 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.
- 16.4 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 16.2.
- 16.5 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	\$75
Days Absent Due to Accident	12 days
Employee's Total Full Compensation	\$900
Worker's Comp Indemnity Payment	\$315 (60% x \$75 x 7days)
District Payment	\$585
Sick Day Use	$\$585 / \$75 = 7.8$ days

Example:

Employee's Full Daily Compensation	\$75
Days Absent Due to Accident	30 days
Employee's Total Full Compensation	\$2,250
Worker's Comp Indemnity Payment	\$1,350 (60% x \$75 x 30 days)
District Payment	\$900
Sick Day Use	$\$900 / \$75 = 12$ days

ARTICLE 17 – PROTECTION

- 17.1 The District shall indemnify an employee from reasonable legal fees and costs arising while exercising his/her responsibility as an employee of the School District during or subsequent to his/her employment as provided and to the extent permitted by the laws of the Commonwealth of Massachusetts, including, but not limited to, Chapter 258, Section 9.
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 18 - AMENDMENT AND ALTERATION OF AGREEMENT

- 18.1 If either of the parties, during the life of this agreement seek to clarify the meaning, interpretation or implementation of an Article in this contract, the Association's negotiating team will request a Meet and Confer meeting with the School Committee's negotiating team to resolve the question. The resolution will be committed to writing, signed by both parties and attached to the original copies of the contract. Failure to reach an agreement at the Meet and Confer may result in the matter going to grievance.
- 18.2 If either of the parties hereto shall during the life of this Agreement desire to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal or any subsequent discussions thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this Agreement.
- 18.3 No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- 18.4 The waiver of any breach or condition of this Agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 18.5 If any part of this Agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this Agreement shall not be affected thereby.

ARTICLE 19 TEMPORARY LEAVES OF ABSENCE

The Superintendent may, but need not, grant temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions. The approval or denial of leave by the Superintendent shall be conclusive and his/her decision shall not be subject to grievance or arbitration.

19.1 **Three Hour Clause:**

Upon request, the Superintendent may grant temporary leaves of absence without loss of pay not to exceed three (3) hours in a given day, per calendar year, for those matters that cannot be taken care of after 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.

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

- 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.

19.2 **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, or at the discretion of the Superintendent, other family members, 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 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 request is pre-approved by 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 after school hours which are for legal, business, household or family matters. The total number of days of leave in the aggregate including unpaid personal days shall not, in any work year, exceed four (4), including the Superintendent's additional discretionary, 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 emergency when the request may be given less than twenty-four (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 may be 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. This excludes the Superintendent's discretionary day.

- e) For such other reason as District shall deem appropriate.

19.3 **Jury Duty:**

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

- a) Employees summoned to jury duty shall serve without loss of pay or benefits. The employee shall provide the Building Principal 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 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 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 as soon as it is received to the central business office.

19.4 **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 seven hundred fifty (750) 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 District 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 District 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 but has not met the requirements of the FMLA shall be granted up to eight 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 20 - EMPLOYEE RECORDS

20.1 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 149, Section 52C of the General Laws, have the right to the advice, assistance and presence of a representative chosen by the employee.

ARTICLE 21 - EVALUATION

- 21.1 The Berkshire Hills Education Association, Unit C, and Berkshire Hills Regional School District School Committee are mutually committed to a rigorous, educationally sound and professionally supportive supervision and evaluation process. The Supervision and Evaluation process deliberates, monitors and supports mutually agreed upon research-based standards and supports, which lead to improved student achievement.

The Berkshire Hills Regional School District Unit C Evaluation System is to be amended only by agreement between the School Committee and the Berkshire Hills Education Association, Unit C.

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 22– JOB DESCRIPTIONS

- 22.1 The employer will bargain job description changes before implementation of such changes.

ARTICLE 23 - DEDUCTIONS

- 23.1 The District agrees to deduct from the salaries of its employees membership dues for the Berkshire Hills Education Association, the Massachusetts Teachers Association, the National Education Association or any one of said associations as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Berkshire Hills Education Association for those employees who choose to join one or more of the said associations. Employee authorization will be in writing in the form set forth below in Appendix B.
- 23.2 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.

- 23.3 The District will provide a Flexible Spending Account (FSA) to all staff 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.
- 23.4 All monies so deducted under the preceding sections 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 24 - UTILIZATION OF SANCTIONS

- 24.1 The Association agrees that no employee shall, during the course of his/her employment by the District, participate in any strike, slowdown, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the District or any educational process or educational activity within the District.
- 24.2 Further, the Association agrees that each officer will affirmatively by written and oral communication and also by each officer's personal conduct, do nothing that appears to or does in fact foster, encourage or lend support to any strike, slowdown, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the District or any educational process or activity within the District.

ARTICLE 25 - CORI

- 25.1 The following applies to Criminal Offender Record Information ("CORI") checks pursuant to Ch 2, section 167 as from time to time amended.
- a) CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.
 - b) A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the Employee.
 - c) An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.
 - d) All CORI reports will be maintained in the Superintendent's office in separate confidential files. The reports will be stored and/or destroyed in accordance with state law and school committee policy.

- e) The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CORI checks.
- f) Failure of an employee after written request to sign and return to the Superintendent's office within twenty-one (21) calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

ARTICLE 26 – STATE APPLICANT FINGERPRINT IDENTIFICATION SYSTEM (SAFIS)

- 26.1 The parties agree that, pursuant to M.G.L. c. 71 §38R and Implementation of the Chapter 77 of the Acts of 2013 “An Act Relative to Background Checks”, the State Applicant Fingerprint Identification System (SAFIS), current employees must complete the SAFIS check by the conclusion of the 2015-2016 contract year.
- 26.2 The Superintendent and/or the District's SAFIS Authorized Point of Contact will be the only persons authorized to request SAFIS.
- 26.3 All SAFIS report will be maintained in the Superintendent's office, in separate confidential files as per state law and regulations. A copy of an individual's SAFIS report will be made available to the employee upon request. If the SAFIS report shows any activity, the employee will be notified and a copy will be immediately forwarded to the employee.
- 26.4 All reports will be stored and/or destroyed in accordance with state law and school committee policy and the District makes a suitability determination based on the results received.
- 26.5 Any disciplinary action taken as a result of SAFIS will be in accordance with the terms of this Agreement, District Policy and/or applicable state law.

ARTICLE 27 - SUMMER AND EVENING POSITIONS

All openings for positions in summer and evening positions shall be posted, listing required qualifications, in every school building for five (5) days. Employees interested in an open position shall notify the Superintendent in writing, including a statement of their qualifications, prior to the posted deadline. If, in the judgment of the

Superintendent, the background, skills, and experience of the internal applicants deemed by him/her to be most qualified are substantially equal, preference will be given to the applicant with the most service.

ARTICLE 28 - PROBATIONARY EMPLOYMENT

An employee who has worked less than ninety (90) consecutive school days is a Probationary Employee. A Probationary Employee's employment may be terminated with or without cause upon written notice from the District delivered to the Probationary Employee or mailed to his/her last known address within the ninety (90) consecutive school days probationary period. The notice shall set forth the date such Probationary Employee's employment by the District is terminated.

ARTICLE 29 - ELECTRONIC INFORMATION

- 29.1 The District has adopted Electronic Information Resources Policies. Each employee will sign and the Association agrees to abide by the terms of the Acceptable Use Agreement which may from time to time be revised by the District's School Committee.
- 29.2 Any violation of the Electronic Information Resources Contract for Staff may result in the loss of the user's account and may result in further action as provided in this contract as per Article 8 - Discipline, Discharge and Suspension. Furthermore, the employees covered in this contract agree to report any misuses of the electronic information resources to the Information Technology Director or building administration.

ARTICLE 30- MISCELLANEOUS

- 30.1 Notwithstanding any provision of this Agreement, an employee continuously absent from work for whatever cause in excess of one hundred twenty (120) calendar days exclusive of leave granted under this Agreement will be deemed to be no longer employed by the District and any rights of said employee under the terms of this Agreement shall be null and void.
- 30.2 The Association shall deliver to the Superintendent of Schools a written list of the Association's officers and representatives, all of whom shall be employees of the District and within the bargaining unit, immediately after their designation and the Association shall notify the Superintendent of Schools of any changes.

ARTICLE 31 - DURATION OF AGREEMENT

This agreement shall be effective as of **July 1, 2020** and remain in full force and effect through **June 30, 2023**.

Representing Berkshire Hills Regional School District School Committee:



Signature - School Committee Chair

April 16, 2020

Date

Representing Berkshire Hills Education Association – Unit C:



Signature – Association President

June 3, 2020

Date

Representing Witness:



Signature – Superintendent of Schools

April 16, 2020

Date

APPENDIX A – Salary Schedule – Paraprofessionals

Revised Per School Committee Vote 9/9/21

STEP	<u>FY21</u>	<u>FY22</u>	<i>Per School Committee Vote 9/9/21</i>	
			<u>FY22</u>	<u>FY23</u>
1	\$12.75	\$14.10	\$15.00	\$15.00
2	\$13.53	\$14.86	\$15.25	\$15.75
3	\$14.36	\$15.66	\$15.75	\$16.55
4	\$15.24	\$16.50	\$16.50	\$17.38
5	\$16.18	\$17.38	\$17.38	\$18.25
6	\$17.17	\$18.31	\$18.31	\$19.17
7	\$18.22	\$19.30	\$19.30	\$20.14
8	\$19.34	\$20.33	\$20.33	\$21.15
9	\$20.52	\$21.43	\$21.43	\$22.21
10	\$21.78	\$22.58	\$22.58	\$23.33
11	\$23.11	\$23.80	\$23.80	\$24.51

FY23 Revised Rates *per signed MOU as of July 28, 2022*

STEP	FY23
1	\$15.50
2	\$16.22
3	\$16.99
4	\$17.79
5	\$18.63
6	\$19.52
7	\$20.45
8	\$21.43
9	\$22.48
10	\$23.59
11	\$24.76

Appendix B

Dues Authorization Card

Name: _____

Address: _____

I have voluntarily chosen to join one or more of the Associations listed below. Therefore, I voluntarily request and authorize the Berkshire Hills Regional School District to deduct membership dues for each of the Associations named below in the amount set forth below in _____ equal payments over the remainder of the school year and for succeeding school years, and transmit the amount deducted to the Berkshire Hills Education Association. I understand that the district will discontinue such deductions for any school year only if I notify the District in writing to do so. I hereby waive all right and claim for said monies deducted and transmitted in accordance with this authorization and relieve the District and all of its officers from any liability therefore.

Organizations:

- _____ Berkshire Hills Education Association
- _____ Massachusetts Education Association
- _____ National Education Association

Dated: _____

Employee's Signature: _____

Appendix C

IJNDBB-E - EMPLOYEE SIGNATURE FORM

FOR ELECTRONIC INFORMATION RESOURCES POLICY

I have been provided with a copy of the Berkshire Hills Regional School District Electronic Information Resources Policy and I agree to abide by the provisions contained therein during my time employed by the District. I further understand that any violation by me of the terms of the Electronic Information Resources Policy may result in the suspension or termination of my network privileges and may also result in disciplinary action being taken against me consistent with the Berkshire Hills Regional School District disciplinary policy and the terms of any collective bargaining agreement applicable to my employment. If a violation constitutes a criminal offense, appropriate legal action may be taken. I further agree to compensate the Berkshire Hills Regional School District in the event that the District suffers any monetary loss, including costs, damages and attorney's fees because of any knowing violation by me of this Electronic Information Resources Policy.

Name (please print): _____

Signature: _____

Date: _____

Appendix D

Pre-Employment Physical Form

See next page

BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT

Pre-Employment History and Physical Form

Personal Data

Name (Last, First, MI):			SSN:		
Date of Birth: / / Age:			Ethnicity:		
Phone Numbers:		Home () -	Mobile () -		Work () -
Address:					
(street)		(city)		(state) (zip)	
Job Title & Department:				Union: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, specify:	

Current Medical Provider

Name of doctor:			Phone Number: () -		
Address:					
(street)		(city)		(state) (zip)	

Prior Employment Start with most recent job

Job Title	Employer/City/State	Dates of employment (mo/yr)
1		/ to /
2		/ to /
3		/ to /

Review of Symptoms

Do you have any of the following?	Yes	No	Do you have any of the following?	Yes	No
Weight loss / Weight gain (circle)			Palpitations or skipped beats		
Fevers			Chest pain or tightness		
Headaches			Indigestion/heartburn		
Difficulty with vision / Wear lenses or glasses			Abdominal pain		
Dizziness / Vertigo			Diarrhea/constipation		
Difficulty hearing			Irregular periods		
Seasonal allergies			Frequent urinary tract infections		
Sinus problems			Kidney stones		
Tiredness or falling asleep during the day			Back pain		
Unable to tolerate heat or cold			Joint pain or swelling		
Shortness of breath with or without exertion			A history of broken bones		
Wheezing			Swelling of the legs		
Cough			Skin problems (rash, eczema, psoriasis)		

Vaccination History/Communicable Diseases

Have you had:	Yes	No	Unsure
The standard series of childhood vaccinations (to the best of your knowledge)?			
The disease "chicken pox" or the chicken pox vaccine (varicella)?			
A DPT booster shot within the last 10 years?			
Hepatitis B vaccination (this is a series of three injections spaced several months apart)?			
The disease "Tuberculosis"?			
A positive tuberculosis test (also called a PPD or Tine test)?			
Vaccination against tuberculosis with BCG (this is uncommon in the United States)?			

Have you ever had: a car accident loss of consciousness heart attack loss of vision abnormal heart rhythm
 seizure panic attacks head injury stroke paralysis back injury psychiatric disorder

Current Medical Conditions Those that you are currently experiencing and/or receiving treatment for (such as diabetes, high blood pressure, migraine)

Please List		Date of onset (mo/yr)	Please List		Date of onset (mo/yr)
1		/	5		/
2		/	6		/
3		/	7		/
4		/	8		/

Past Medical Conditions Those that you have had in the past but have recovered from (such as childhood asthma, gestational diabetes)

Please List		Date of onset (mo/yr)	Please List		Date of onset (mo/yr)
1		/	3		/
2		/	4		/

Surgeries/Hospitalizations List type of surgery (such as gall bladder) or condition for which you were hospitalized (such as heart attack, pneumonia)

Please List		Date (mo/yr)	Please List		Date (mo/yr)
1		/	4		/
2		/	5		/
3		/	6		/

When was your last visit to the emergency room? _____ For what symptom/condition? _____

Family History Please list any conditions that run in your biological family (even if relative is deceased) (This information is ONLY to ensure a complete physical examination by the/your doctor. It will not be used in the determination of fitness for work at Berkshire Hills Regional School District.)

Please List		Circle affected relative	Please List		Circle affected relative
1		Father / Mother / Sister / Brother / Child / Grandmother / Grandfather	4		Father / Mother / Sister / Brother / Child / Grandmother / Grandfather
2		Father / Mother / Sister / Brother / Child / Grandmother / Grandfather	5		Father / Mother / Sister / Brother / Child / Grandmother / Grandfather
3		Father / Mother / Sister / Brother / Child / Grandmother / Grandfather	6		Father / Mother / Sister / Brother / Child / Grandmother / Grandfather

Medications Please include non-prescription medications, vitamins, and herbal supplements in addition to prescription medications

1		4		7	
2		5		8	
3		6		9	

Do you have any allergies to medications or other substances? Yes No (if yes, please specify on next line)

Social History (This information is ONLY to ensure a complete physical examination by the/your doctor. It will not be used in the determination of fitness for work at Berkshire Hills Regional School District.)

Do you use tobacco/nicotine products? yes / no / used to smoke, but quit	If yes, how much per day? _____ Per week? ____
How many alcoholic drinks do you consume per day? _____ Per week? _	Do you use illicit/illegal drugs? yes / no
How many minutes of exercise do you get per day? _____	How many days a week do you exercise? _
How many hours of screen time per day? _____	How many times do you eat fast food per week? ____

Do you have any condition (physical, medical, or psychological) that would require special accommodations in order for you to perform your job? Yes No (if yes, please specify on next lines)

Please answer the following questions regarding the job for which you have been hired:	Yes	No	Unsure
Will you be required to wear respiratory protection (e.g., N95 mask or cartridge respirator)?			
Do you anticipate working with hazardous chemicals or materials, infectious agents, or laboratory animals?			
Is there a chance that you will be exposed to human blood or body fluids as a result of routine job duties?			
If your job involves work at a computer, have you had or are you experiencing any discomfort, pain, or numbness when working at your desk?			
Will you be required to drive a vehicle for any reason?			
Will you be required to move heavy objects regularly (i.e., greater than 50 pounds occasionally or 25 pounds frequently)?			
Will you be required to transport students?			
Have you ever had an occupational injury/illness before (e.g., back strain, needle-stick, chemical exposure)?			

Signature of Employee

Date: _____

Physical Examination

Height	Weight	BMI	Blood Pressure	Pulse	Respirations	Temperature

Vision: Uncorrected / Corrected (circle): OD - ___/___ OS - ___/___ OU - ___/___

HEENT: _____

Neck: _____

Chest/Lungs: _____

Heart: _____

Abdomen: _____

Musculoskeletal: _____

Neurological: _____

Skin: _____

Other: _____

Physical Examination

Assessment:

- Employee is fit to assume duties, without limitations or accommodations.
- Employee is fit to assume duties, with limitations or accommodations.
- Employee is not fit to assume duties as described to me.

Additional Comments:

Practitioner Name: _____

Practitioner signature: _____