

**2018-2021 CONTRACT BETWEEN  
SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT  
AND  
SPENCER-EAST BROOKFIELD NON-TEACHING EMPLOYEE'S GROUP – UNIT D**

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**ARTICLE 1**  
**DEFINITIONS**

**Full Time/Part Time Employee**

A. For the purpose of benefits except wages, any permanent employee working thirty (30) hours or more per week will be considered a full-time employee. Any permanent employee working less than thirty (30) hours per week will be considered a part-time employee.

B. For purposes of this Contract, the term "employee" and the phrases "bargaining unit employee" and "Unit D member" mean permanent full-time employees, as defined in this Article, in the classification of Building and Grounds Custodian.

**ARTICLE 2**  
**EMPLOYEE CLASSIFICATIONS**

The following employee classification is recognized as members of the Unit D Group:

1. Building and Grounds Custodian

**ARTICLE 3**  
**RECOGNITION**

The School Committee recognizes the Teamsters Union Local 170 (the "Union") as the exclusive bargaining representative for the purpose of collective bargaining with the respect to wages, hours and other terms and conditions of employment of the classification of permanent full-time building and grounds custodians, excluding all managerial, confidential, temporary, part-time or casual employees and all other employees of the Spencer - East Brookfield Regional School District.

**ARTICLE 4**  
**HOLIDAY POLICY**

4.1 Bargaining unit employees will be paid for the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	1/2 Day before Thanksgiving
Good Friday	Thanksgiving
Patriot's Day	Day after Thanksgiving
Memorial Day	1/2 Day before Christmas*

Independence Day  
Labor Day

Christmas Day  
Day after Christmas\*

\*If the ½ Day before Christmas and the Day after Christmas are not scheduled workday for Custodians, they will not be considered holidays and Custodians shall not be paid for such days.

4.2 All employees will work half their normal work day on half days. (ex. eight (8) hours per day employee will work four (4) hours).

4.3 To be eligible for a contractual holiday, an employee must be in pay status. Any employee choosing to take time without pay, and a holiday falls in that time period, will not be eligible for that holiday's pay.

## **ARTICLE 5** **HEALTH INSURANCE**

5.1 Effective as of July 1, 2016 all employees shall pay 30% of the premium of any health plan.

5.2 The School District agrees to continue the HRA reimbursement account to cover co-pay and deductible increases with the following exceptions: (1) emergency room, with the District paying only \$100 of the \$150 charge and the employee paying \$50; and (2) high tech imagery on the same basis as the emergency room, with \$100 of the \$150 being paid by the District and the employee paying \$50.00.

5.3 The parties agree that the HRA reimbursement account shall have a cap of \$100,000 per year for all School District employees, allocated on a first come, first served basis until cap is met.

5.4 OPEB Contribution. An employee shall contribute one percent (1%) of the employee's base wage per pay period to the OPEB Trust Fund for retiree health insurance costs. This section shall only apply to employees hired by the School District after February 19, 2019<sup>1</sup>, subject to the following:

If an affected employee leaves the employment of the School District and withdraws from the Retirement System, the School District will reimburse the employee for the amount of the employee's 1% contributions to the Trust Fund, excluding any interest that may have accrued.

If the employee returns to employment with the School District and rejoins the Retirement System, the employee will be required to pay back to the School District the amount of the employee's 1% contributions to the Trust Fund he/she received when the employee previously left employment with the School District.

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<sup>1</sup> February 19, 2019 is the date the School Committee ratified the FY2019 Memorandum of Agreement, and was the agreed upon effective date of this provision.

**ARTICLE 6**  
**LIFE INSURANCE**

Employees are eligible for a fifteen thousand dollar (\$15,000) Death Benefit Policy. Eligibility for the Death Benefit (\$15,000) will continue when an employee retires. Premiums will be at the same ratio as medical insurance coverage.

**ARTICLE 7**  
**DISABILITY INSURANCE**

The School District will offer a plan for short and long term disability insurance. Employees who participate in this plan will pay 100% of the cost of the insurance. The School District will assume no costs under this plan.

**ARTICLE 8**  
**PERSONAL DAYS**

All members of the Unit D Group shall be entitled to three (3) personal days per fiscal year, pro-rata, with pay in accordance with the following (the reason for the request must be given):

1. Personal days are intended for events which cannot be taken care of during non-school time.
2. Requests must be given to the Superintendent's Office at least twenty-four (24) hours in advance, except in an emergency. In the event of an emergency, written requests shall be made no later than the second day following the employee's return. All requests must be approved by the Superintendent or his/her designee.
3. The parties agree that personal days cannot be used to extend a vacation or holiday period, provided however, this restriction may be waived upon recommendation by the Supervisor of Buildings and Grounds and with the prior approval of the Principal.
4. Personal days are non-accumulative and may not be carried over to the next school year.
5. In the event the Superintendent does not approve an absence for payment of a personal day, the Superintendent may grant a day(s) off without pay.
6. All Unit D employees requesting time off without pay must notify the Superintendent of Schools two (2) weeks in advance except in the case of emergency.

**ARTICLE 9**  
**SICK LEAVE, FMLA, SNLA**

9.1 Sick leave will be accumulated at the rate of one and one-half (1½) days per month to a maximum of eighteen (18) days per year for employees. The maximum number of days that can be accumulated under the terms of this contract period is two hundred (200) days.

9.2 There will be a deletion of one (1) day from the accumulation for each sick day used. Each year an employee begins with the accumulation adjusted for sick days.

9.3 The School District has the right to take reasonable steps to verify the illness and proper use of sick leave by an employee. As such, the Superintendent or Principal may request a doctor's note verifying the illness for personal illness of three (3) or more consecutive days.

9.4 Prior to October 1 of each school year, each employee shall be given, upon request, a written statement showing the number of days of accumulated sick leave to his/her credit as of the beginning of the current school year.

9.5 Reserved for future use.

9.6 Upon retirement a full-time calendar year employee shall receive twenty-five (25) dollars for each day of accumulated sick leave to a maximum of one hundred seventy-five (175) days, not to exceed four thousand three hundred and seventy-five dollars (\$4,375). A minimum of twenty (20) years of consecutive service in the School District is required for eligibility for employees hired after July 1, 1994. A minimum of ten (10) years of consecutive service in the School District is required for eligibility for employees hired before July 1, 1994.

9.7 Up to three (3) sick days (current year accumulated only) a year may be used for medical reasons (doctor visits, medical tests).

9.8 The Superintendent will allow seven (7) consecutive days of absence once per year for bargaining unit members to care for an employee's immediate family member including his/her spouse or person living in the household for a period of two (2) or more years who is seriously ill. This provision is not to be allowed on an individual, daily basis. Seriously ill is defined as "any person under the care of a doctor who has been confined to a home or hospital with a life-threatening condition." Employee absence will be deducted from sick leave.

9.9 Unit D members may use up to a maximum of five (5) sick days per year to attend to the illness of an immediate family member.

9.10 Sick leave shall not be accrued when an employee is in unpaid status or is on paid sick leave for more than two (2) months.

9.11 The District shall provide Family and Medical Leave in accordance with the Family Medical Leave Act of 1993 (FMLA) and the District's FMLA Policy for eligible employees.

9.12 The District shall provide Small Necessities Leave in accordance with the Massachusetts Small Necessities Act. M.G.L. c.149, 52D and the District's SNLA Policy for eligible employees.

## **ARTICLE 10** **BEREAVEMENT**

10.1 Condolence time of up to five (5) days will be allowed to any employee upon the death of an immediate family member (father, mother) or person living in the household for a period of two (2) or more years. Condolence time up to three (3) school days shall be allowed to any employee upon the death of a near relative (brother, sister, mother-in-law, father-in-law), or relative living in the immediate household.

10.2 Condolence time of up to two (2) days will be allowed to any employee upon the death of a grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

10.3 One (1) personal day shall be granted to employees who are absent due to the death in the family other than immediate relatives. This shall include the following: (aunts, uncles, nieces and nephews). In addition, employees would have the option to use up to two (2) personal days.

10.4 In case of a death of a spouse maintaining a home together or child, ten (10) days shall be allowed.

10.5 In case of a death of any other member of the employee's family or that of a close, personal friend whose funeral the employee feels obligated to attend, the day will be handled as a personal day request.

10.6 In the event of absence for other reasons, there shall be deducted the salary per day.

10.7 Each employee is responsible for calling a person in the administration office if absence on a normal day is necessary.

## **ARTICLE 11** **MILITARY LEAVE**

11.1 An employee shall be entitled to a leave of absence during the time of compulsory service in the Armed Forces of the Commonwealth or the United States, or during his annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States or the Commonwealth and shall receive his regular



compensation as an employee for the seventeen (17) day period of the leave for training purposes.

11.2 Notification: Each employee is responsible for notifying the Superintendent's Office of the date(s) he is leaving for military service and provide written proof from military or selective service officials to the Superintendent indicating the date of departure and the length of service required.

11.3 Effect on Use of Benefits:

- a. Sick and vacation leave will continue to accrue during the seventeen (17) day period of military leave for training purposes.
- b. The period of any military leave shall be included in the employee's time of continuous service.
- c. If military duty exceeds seventeen (17) days, an employee may credit all or part of his vacation entitlement to the period of military leave.

## **ARTICLE 12** **JURY DUTY**

12.1 General Policy. All employees will be granted leave to fulfill required jury duty. Employees shall be paid at their regular rate of compensation, less the jury fees (exclusive of travel allowances) received during the period required for the jury service. It is the employee's responsibility to present to his supervisor written evidence of the fees received for jury duty. Subject to the rules of the Jury Commissioner, as a condition to receiving payment from the School District, an employee must report to work if during such duty(s) he is discharged for the day or major portion thereof during regular work hours.

12.2 Jury Duty on a Holiday. A holiday occurring during jury duty shall not entitle an employee to an additional day of leave or additional compensation for the holiday.

12.3 Retention of Jury Fees. Employees may retain any jury fees received for jury duty on non-scheduled work days.

12.4 Notwithstanding Paragraph 1 (General Policy) above, an employee who shall be required to serve on a jury on day(s) he is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three (3) days, or a part thereof, of such juror services, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance and the employee's base wages for a period of up to fourteen (14) days.

Any employee required to serve on any federal jury on day(s) he is scheduled to work shall be paid the difference between the amount paid for juror service, less any travel allowance and the employee's base wages for a period of up to fourteen (14) days.

Any employee seeking compensation in accordance with this section shall notify his or her direct supervisor and the Superintendent's Office after receipt of the notice of selection for jury duty and shall furnish a copy of his/her jury duty certificate to the Superintendent showing dates of juror service, time served and amount of juror compensation received.

**ARTICLE 13**  
**WITNESS SUBPOENA**

Leave shall be granted to employees subpoenaed to testify as a witness in court. Employees who have personal leave available shall be required to use such personal leave when appearing in court to testify as a witness in a case not involving their duties as an employee. For employees who do not have available personal leave, leave taken to testify as a witness in response to a subpoena shall be unpaid unless the case involves the duties of the employee.

**ARTICLE 14**  
**VACATIONS FOR CALENDAR YEAR EMPLOYEES**

14.1 All requests for leave under this Article shall be subject to the review and approval of the Superintendent or his/her designee.

14.2 The work year is July 1 to June 30. Bargaining unit members who begin work prior to August 15 will receive credit for a full work year toward vacation eligibility. Calendar year employees who begin work between August 16 to January 1 will receive one-half of a first year vacation. Only full work years, based on date of hire, will count towards multi-year vacation schedules.

14.3 Months and years of service must be consecutive years of service.

14.4 All bargaining unit members hired prior to July 1, 2012, are subject to the following vacation accrual schedule:

6 Months	Five (5) days
1 Year	Ten (10) days
5 Years	Fifteen (15) days
10 Years	Twenty (20) days
15 Years	Twenty-two (22) days
20 Years	Twenty-five (25) days
25 Years	Twenty-six (26) days
30 Years	Twenty-seven (27) days

14.5 All bargaining unit members hired after July 1, 2012, are subject to the following vacation accrual schedule:

Zero (0) to six (6) months	Five (5) days
After one (1) year	Five (5) additional days, up to a total of ten (10) days
After two (2) years, but less than five (5) years	Ten (10) days
After five (5) years, but less than ten (10) years	Fifteen (15) days
After ten (10) years	Twenty (20) days

14.6 Vacation is accrued on a monthly basis.

14.7 Vacation shall be bid by seniority on annual basis in January. The number of employees on vacation at any given period of time during the year will be determined by the School District in its sole discretion.

14.8 Vacation time requested outside of the January bid will require the approval of the Superintendent or his/her designee and must be submitted at least ten (10) business days prior to requested vacation day(s).

**ARTICLE 15**  
**JOB POSTING AND BIDDING**

15.1 When a position covered by this Agreement that the School District intends to fill becomes vacant, or when a new position is created, the vacancy or new position shall be posted five (5) working days.

15.2 When an assignment to a day shift or a night shift occurs, the School District will post it and allow members of the bargaining unit to bid on the opening. Such bid will be conducted by seniority, subject to qualifications. This provision only applies to assignments made from a day shift to a night shift and vice versa; it does not apply to any assignments within a day shift or a night shift or to any other assignment. Nothing contained in this provision shall be construed as limiting the management rights of the School District.

**ARTICLE 16**  
**RETIREMENT BONUS**

16.1 All employees hired prior to July 1, 2012 will be grandfathered into the current plan under this Article.

16.2 A staff member who is a member of the Worcester Regional Retirement System and has been in the employ of the Spencer-East Brookfield District for a minimum of ten (10)

consecutive years, (twenty (20) years for all staff hired after July 1, 1994) who will be submitting evidence of retirement under the Worcester Regional Retirement System shall receive a ten (10%) percent salary increase in the final full year not to exceed a maximum of \$4,000.<sup>2</sup> Such increase shall be paid in a lump sum in the employee's final paycheck. The staff member will give twelve (12) months' notice of his/her intention to retire to be eligible for this benefit. Eligible staff members who retire as a result of poor health will not be required to give the twelve (12) months' notice if their letter is accompanied by a doctor's letter advising retirement. Such medical opinion may be confirmed by the School District.

16.3 All employees hired after June 30, 2012 are not eligible for this retirement benefit.

### **ARTICLE 17** **PROBATION**

17.1 Every employee shall serve a probationary period of twelve (12) months of actual service in a permanent position.

17.2 A probationary or temporary employee may be terminated at any time for any reason or no reason at the sole discretion of the School District whose decision is final and not subject to the grievance arbitration procedure or reviewable by any other person on agency.

17.3 Reserved for future use.

### **ARTICLE 18** **LEAVE OF ABSENCE**

18.1 Any permanent employee may receive an unpaid leave of absence for a period of up to two (2) months at the Superintendent's discretion.

18.2 Upon return to work, a leave of absence employee will be reinstated with full seniority rights and all other benefits to which he/she was entitled to prior to his/her leave. Leave of absence will not be charged against vacation, holiday, personal or bereavement time. Leave of absence will not be charged against sick leave. Benefits do not accrue while an employee is on an unpaid leave of absence. No employee may begin two (2) absence leaves in one (1) twelve (12) month period, except for health reasons of the employee approved by the Superintendent. Employees will notify the Superintendent two (2) weeks prior to the end of the leave period of their intentions regarding return to work.

18.3 The employee may request an extension of the two (2) month leave. The request must be in writing and submitted to the Superintendent no later than the 30th of the two (2) month leave.

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<sup>2</sup> As a result of pension reform, this type of payment is no longer part of the retirement base under current law, and as a result, no deductions for retirement purposes may be made from the additional percentage-based increase provided for in this section.

**ARTICLE 19**  
**OVERTIME AND CALLBACKS**

19.1 Bargaining unit members shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for work in excess of forty (40) hours per week. Double time will be paid for work on legal holidays. Overtime shall be equally distributed among employees within their work area in each classification who ordinarily perform such related work in the normal course of their work week.

19.2 The Employer shall keep records of all overtime work and employees will be allowed the opportunity to examine their overtime hours and earnings at any time in which this agreement is in effect.

19.3 Overtime hours will be scheduled by the Superintendent or his/her designated representative. The scheduling of general overtime, such as snow removal, will be by seniority, subject to qualifications.

19.4 Working for outside school activities shall be paid at time and one-half (1½) their hourly wage for hours beyond the regularly scheduled workday even if the employee has not worked forty (40) hours in the week, provided such overtime costs are covered by the outside entity.

19.5 An employee called back to work, after having left their work at the completion of their eight (8) hour day and when no other custodial employee is working, for an alarm or other emergency shall be paid the overtime rate for a minimum of two (2) hours or for the actual time if it exceeds two (2) hours. Callback pay does not apply when an employee works extra hours that merge into his or her regular work shift. Specifically, compensation under this Article is not available when an employee is called to report to duty before the start of his or her regularly scheduled shift and he or she works until the regular shift commences; nor is it available when an employee is "held over" to work after the completion of his or her regular shift.

**ARTICLE 20**  
**TRAVEL**

Employees will be reimbursed for mileage at the IRS rate per mile when required to use their vehicle on official school business.

**ARTICLE 21**  
**SENIORITY**

21.1 The length of continuous service from the first day of employment with the School District shall constitute an employee's seniority.

21.2 Seniority, job performance (including attendance and evaluation) and qualifications will be considered in all cases of filling vacant or new positions, transfer or preference in assignment to shift work, but shall not be the determining factor.

21.3 In all cases of layoff, seniority will be the determining factor, except in instances of employees who have received negative evaluations in the previous eighteen (18) months.

**ARTICLE 22**  
**UNIFORMS, PROTECTIVE CLOTHING**

22.1 The School District will provide each bargaining unit member with five (5) t-shirts, one (1) golf shirt and one (1) fleece jacket annually with the District insignia on them. With this clothing, custodians may wear jeans that are appropriate for the workplace (i.e., clean and in good condition) as determined by the Principal.

22.2 Custodians are required to wear the uniform (i.e., District issued t-shirts, golf shirt, fleece jacket, and appropriate jeans and footwear) during all time he/she is working. In addition, if a custodian is issued safety or protective gear, he/she must wear it. Failure to comply with these requirements will result in disciplinary action.

22.3 Upon receipt of proper documentation from the employee, the District will reimburse bargaining unit members for work clothes and footwear purchases, which are subject to the Grounds and Building Supervisor approval, up to two hundred fifty dollars (\$250) per school year. Custodians must wear the work clothes and footwear purchased under this section at work.

**ARTICLE 23**  
**TRAINING**

Any employee required by the School District to attend a training program during the calendar year shall be compensated for all training expenses incurred because of the training (travel, meals, etc.). Further, when the District determines it is necessary to have training to fill an existing vacancy or future vacancy, the District may pay all costs of training if approved in advance by the Superintendent.

**ARTICLE 24**  
**GRIEVANCE PROCEDURE**

24.1 Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement shall be processed in the following manner:

1. Any employee with a grievance shall first discuss it with the Steward and immediate supervisor, with the objective of resolving the matter informally. Such grievance must be initiated within five (5) working days of the cause of the alleged grievance.
2. If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no decision is rendered within five (5) working days after the initial presentation of the grievance, the Steward and the aggrieved employee shall take up the grievance in writing with the Superintendent or his/her designee within five (5) working days after the supervisor's response is due. The Superintendent or his/her designee shall meet with the Steward, aggrieved employee and Business Agent within ten (10) working days. The Superintendent or his/her designee shall render his/her decision within five (5) working days of the Step 2 meeting.
3. If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2 or if no decision is rendered within five (5) working days after submission to the Superintendent, and the subject matter is not one under the jurisdiction of the Appointing Authority, the Steward, the aggrieved employee, and the Business Agent shall appeal the grievance in writing with the School Committee within five (5) working days after the Superintendent's response is due. The School Committee shall meet with the Steward, aggrieved employee and Business Agent and shall respond in writing within twenty (20) working days following the Step 3 meeting. Grievances involving Appointing Authority matters may be moved to arbitration after Step 2 of the grievance process.
4. If the grievance has not been settled at Step 2 or Step 3, as applicable, the Union or the School District may, by written notice to the other, request arbitration with the Department of Labor Relations within five (5) days after the Step 2 or Step 3 answer, as applicable, is due.
5. First Working Day. In grievance matters where a meeting of personnel is concerned, the first working day shall be interpreted to be the first working day after such meeting, not the day of which grievance is first received.
6. The award of the arbitrator shall be final and binding upon all parties, subject to this Article.
7. The arbitration proceeding shall be subject to the following conditions:
  - (i) The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.

(ii) The arbitrator shall not render a decision contrary to state or federal law.

(iii) Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the School District.

(iv) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

(v) Grievances may be settled without precedent at any stage of this procedure.

(vi) The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

8. The failure of the employee's immediate supervisor, the Superintendent, or the School Committee to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the School District or the Union may move the matter to arbitration.
9. The Union's failure to initiate any Step within the appropriate time limit shall result in barring the grievance.
10. The time limits set forth in this Article may be extended only by mutual agreement of the parties.
11. The School District may also process grievances under the grievance procedure.
12. No arbitration award shall include interest or punitive damages to the Union or to members of the bargaining unit.

24.2 This Article shall not apply to the Superintendent's determination of the most qualified candidate in the event of a promotion or of the filling of a vacancy.

## **ARTICLE 25** **DISCIPLINE AND DISCHARGE**

25.1 A non-probationary employee may appeal any suspension or discharge through the grievance procedure beginning in Step 2 of the Grievance Procedure. Any non-probationary employee found to have been unjustly suspended or discharged will be reinstated with back pay. Any employee may have a representative of Unit D present at all disciplinary hearings.



25.2 Any employee will have the right of reading any statement pertaining to employee's work record that is presently or will be placed in employee's employment file. An employee may question the validity of any statement appearing in an employee's file by filing a written statement to be placed in his/her personnel file.

**ARTICLE 26**  
**INITIAL STEP PLACEMENT**

The Superintendent shall determine the initial placement of an employee on the wage schedule at the time such employee is hired.

**ARTICLE 27**  
**STEP ADJUSTMENTS**

The salary steps represent annual adjustments made in July 1 of each year pro rata. The move from the initial starting step to the next step requires employment prior to January 1. Each year the employee advances one step, subject to his/her performance rating.

**ARTICLE 28**  
**WORK WEEK**

28.1 The regular work week for each bargaining unit member shall consist of eight (8) work hours per day, forty (40) work hours per week, Monday through Friday. Daily shifts will be scheduled between 6:00 AM and 10:30 PM.

28.2 When there is a delay or a release time day, all employees will work their regular full day unless otherwise notified.

**ARTICLE 29**  
**MANAGEMENT RIGHTS**

29.1 Except as provide otherwise in the Agreement, the School District will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining, including but not limited to the following:

- a. To direct and conduct the educational affairs of the District and its schools, programs and department;
- b. To direct and control all of the operations and services of the District and its schools;
- c. To determine the organization, location and the number of employees of the District and its schools;

- d. To hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
- e. To direct, control, train and supervise and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
- f. To determine, interpret and change job descriptions;
- g. To institute technological changes or to revise processes, systems of equipment from time to time;
- h. To determine the standards for appearances of employees consistent with the job environment;
- i. To create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;
- j. To increase, diminish, change or discontinue operations in whole or in part;
- k. To transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employee will be transferred to;
- l. To assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time;
- m. To schedule and enforce work hours and lunch or break time;
- n. To assign shifts and to change shift assignments from time to time;
- o. To determine which employees, if they are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so-called;
- p. To grant and schedule leaves, including but not limited to, vacation and personal leaves and placing employees on sick and administrative leaves;
- q. To discipline, suspend, discharge or demote employees;
- r. To use and employ non-bargaining unit District employees, including managerial and supervisory employees, to perform bargaining unit work;
- s. To layoff employees due to lack of funds or lack of work, or for any other lawful reason;

- t. To relieve employees due to the incapacity to perform duties for any reason;
- u. The right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing;
- v. To make, amend and enforce rules, regulations, operative administrative and safety procedures from time to time as the District deems necessary;
- w. To determine the care, maintenance and operation of the equipment and property used for an on behalf of the District;
- x. To determine employee classifications;
- y. To subcontract work;
- z. To alter, add to or eliminated from time to time existing methods, equipment, facilities or programs;
- aa. To assign work sites; including the change of work sites from time to time;
- bb. To schedule, require and assign overtime; and
- cc. To determine whether goods should be leased, contracted or purchased.

29.2 During an emergency (i.e. natural disaster, security, lockdown, etc.) the District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

### **ARTICLE 30** **PAYROLL DEDUCTIONS; DIRECT DEPOSIT**

30.1 State and Federal taxes and retirement deductions will be made as required by law.

30.2 Premiums for approved Accident, Life and Health Insurance, when authorized individually and voluntarily by an employee, will be deducted.

30.3 Annuity payments, when authorized individually and voluntarily by an employee, will be deducted.

30.4 Direct Deposit: Effective with the first payroll on or after January 1, 2016, or on such later date as may be determined by the School District, as a condition of employment, all wage payments shall be electronically forwarded by the School District directly to a financial institution designated by the employee. The employee may only designate one bank account for direct wage deposits. After implementation of direct deposit, employees will no longer

receive wage payments by check, but may access payroll information via a secure on-line payroll system.

**ARTICLE 31**  
**LONGEVITY**

31.1 Longevity payments for years of service shall be paid in addition to employees' wages according to the following schedule:

Between seven (7) full years and fourteen (14) years:	\$400
Between fifteen (15) full years and nineteen (19) years:	\$600
Between twenty (20) full years and twenty-four (24) years:	\$800
After twenty-five (25) full years	\$1,000

31.2 Effective as of July 1, 2016 and thereafter, this provision shall no longer be in effect for new employees and for any current employee who is not yet receiving a longevity payment under section 31.1 as of June 30, 2016.

**ARTICLE 32**  
**RECALL**

Any person who has been laid off shall be entitled to recall rights for a period of one (1) year from the effective date of their respective layoff. During the recall period, the person shall be notified by certified mail to their last address on record and given preference for positions as they develop based upon performance and in the reverse order of their respective layoff, and all benefits to which the person was entitled at the time of the layoff shall be restored in full upon reemployment within the recall period. Preference will be valid no longer than fifteen (15) days after the mailing date of the notice. During the recall period, the person who has been laid off shall be given preference on the substitute list if they so desire.

**ARTICLE 33**  
**SALARY INCREASE**

33.1 Bargaining unit members shall receive the following base wage adjustments during the term of this Agreement:

2018-2019	2%, effective as of July 1, 2018
2019-2020	2%, effective July 1, 2019
2020-2021	2%, effective July 1, 2020

**ARTICLE 34**  
**NO STRIKE CLAUSE**

- 34.1 No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the District, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- 34.2 The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.
- 34.3 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- 34.4 Violation of this provision of the Agreement, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the District against an employee and such other action that the District may deem appropriate.
- 34.5 The District may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

**ARTICLE 35**  
**STABILITY OF AGREEMENT**

- 35.1 No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
- 35.2 The failure of the District or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the District or the Union to future performance of any such terms or conditions, and the obligations of the District and the Union to such future performance will continue in full force and effect.

**ARTICLE 36**  
**WAIVER**

The School District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement.

**ARTICLE 37**  
**DUES CHECK-OFF**

- 37.1 The School District shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular biweekly paycheck. The amounts deducted shall be sent to the Union office with a roster. The deduction of dues shall be in accordance with approved School District procedures.
- 37.2 The Union agrees to indemnify and save the School District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to School District's Treasurer as may be required by School District under General Laws, Chapter 180, Section 17A.
- 37.3 In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those dues directly, and the School District shall not be held responsible for collection of those dues.
- 37.4 Any authorization for deduction shall be on the following form:

**PAYROLL DEDUCTION AUTHORIZATION - DUES CHECK-OFF**

I authorize the Spencer-East Brookfield Regional School District to deduct Union Dues, Fees and Assessments, in the amounts specified by the Union, from my regular paycheck and to remit that money to Teamsters, Local 170 for the Custodians.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to the School District, and by filing a copy of such withdrawal of authority for such payroll deductions with the Treasurer of the Union.

\_\_\_\_\_  
Signature  
Name:  
Address:

**ARTICLE 38**  
**RESERVED**

**ARTICLE 39**  
**STEWARDS**

39.1 The identification of one (1) Union Steward will be furnished to the School District immediately after designation and the Union will notify the School District of any changes in Union Steward.

39.2 The Union Steward will be responsible for the investigation, presentation and settlement of grievances in accordance with the provisions of the collective bargaining agreement.

**ARTICLE 40**  
**BULLETIN BOARD**

The Union shall be permitted to post notices regarding Union business of a non-controversial nature on a designated bulletin board within School District buildings, provided the notice is first submitted to and approved by the Principal of the building. There shall be no other distribution or posting by employees or the Union of notices, pamphlets, advertising, political matters, or any kind of literature without prior approval by the Principal.

**ARTICLE 41**  
**PROTECTION/WORKER'S COMPENSATION**

Employees will immediately report all cases of an accident, injury or assault suffered by them in connection with their employment to their Supervisor or to the Building Principal in writing. All employees will be eligible for Workers' Compensation in accordance with law.

**ARTICLE 42**  
**MISCELLANEOUS**

All Custodians will check their School District email account on a daily basis, at least one time per day, on the computers provided by the District in each school building.

**ARTICLE 43**  
**DURATION**

This contract is effective as of July 1, 2018, unless otherwise provided for, and expires on June 30, 2021. Notification to reopen for successor negotiations must be given at least ninety (90) days prior to the expiration date.

FOR THE REGIONAL SCHOOL DISTRICT

FOR THE TEAMSTERS UNION  
LOCAL 170 (UNIT D GROUP)

\_\_\_\_\_  
Heather Messier, Negotiating Chair

\_\_\_\_\_  
Elias Gillen, Business Agent

\_\_\_\_\_  
Jason Monette, Member and SC Chair

\_\_\_\_\_  
Roger Barnes

\_\_\_\_\_  
Wendy Pelchat, Member

\_\_\_\_\_  
Joshua LaCasse

\_\_\_\_\_  
D. M. Moschos, Esq.

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT A  
SALARY SCHEDULE<sup>3</sup>  
2019-2021**

<b>2018-2019</b>			<b>2019-2020</b>			<b>2020-2021</b>	
<b>Custodian</b>	<b>Shift Diff</b>		<b>Custodian</b>	<b>Shift Diff</b>		<b>Custodian</b>	<b>Shift Diff</b>
\$18.67	\$0.84		\$19.04	\$0.85		\$19.42	\$0.87
\$19.24	\$0.88		\$19.62	\$0.89		\$20.01	\$0.91
\$19.80	\$0.91		\$20.19	\$0.93		\$20.60	\$0.94
\$20.42	\$0.93		\$20.83	\$0.95		\$21.25	\$0.97
\$21.01	\$0.96		\$21.43	\$0.98		\$21.86	\$1.00
\$21.63	\$0.99		\$22.07	\$1.01		\$22.51	\$1.03
\$22.28	\$1.02		\$22.72	\$1.04		\$23.18	\$1.06

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<sup>3</sup> Arithmetic subject to verification by the School District and the Union.