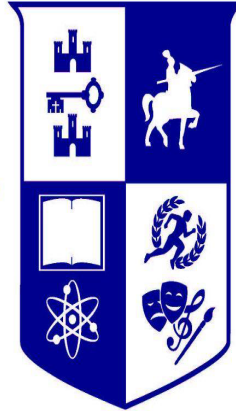


**SOMERSET BERKLEY
REGIONAL SCHOOL DISTRICT**



SOMERSET PUBLIC SCHOOLS

RESILIENT ACADEMIC INDEPENDENT DIGITAL-CITIZENS EMPATHETIC RESPECTFUL

PARAPROFESSIONAL

CONTRACT

August 1, 2021 – July 31, 2024

Agreement Between

**The Somerset School Committee,
The Somerset Berkley Regional School Committee**

and

**The American Federation of State,
County and Municipal Employees**

Council 93, Local 1701

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AGREEMENT

This agreement entered into by the Somerset School Committee and the Somerset Berkley Regional School Committee, hereinafter referred to as the “**Employers**,” and **Local 1701, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO**, hereinafter referred to as the “**Union**,” have as its purpose the promotion of harmonious relations between the Employers and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment, as defined on Chapter 150E of the Massachusetts General Laws.

WHEREAS, the **Committees** and the **Union** desire to enter into an Agreement with respect to the wages, hours of work, and other conditions of employment of the employees represented by the Union.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE **Committees** and the **Union** as follows:

I. PREAMBLE

Recognizing the prime purpose of the Committees and Paraprofessional employees represented by the Union, American Federation of State, County, and Municipal Employees, is to provide school educational services of the highest possible quality for the Somerset School District and Somerset Berkley Regional School District, and that good morale among said employees is essential to the achievement of that purpose, the parties hereto agree and declare as follows:

The Committees are a public body established under, and with powers provided by, the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committees by law or any rule or regulation of any agent of the Commonwealth. The Committees retain all the powers, rights and duties that they have by law and may, subject to this Agreement, exercise the same at their discretion.

The Superintendent of Schools, hereinafter referred to as the “Superintendent” shall serve as the agent of the Committees with respect to all matters pertaining to the Administration of the provisions of this Agreement.

The said employees have responsibility for providing educational and other services of the highest possible quality in the schools.

Fulfillment of these services and responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Committees, the Superintendent and said employees in the formulation and application of policies relating to wages, hours, and other conditions of employment for said employees.

II. RECOGNITION

The Employers recognize the Union as the sole and exclusive bargaining agent for

the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time, regular part-time Paraprofessional employees of the School Departments, including Library Assistants, as certified by the State Labor Relations Commission in Case No. MCR-471.

III. SCOPE OF AGREEMENT

The provisions of this Agreement supersede all conflicting policies and directions of the Committees. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committees' direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor Agreement.

No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding of any force or effect, unless it is made in writing and executed by the Committees and the Union.

The failure by the Committees or by the Union in one or more instances to observe or enforce a provision of this Agreement shall not be construed to be a waiver of said provisions.

IV. CONTRACT CHANGES/DURATION

A. Effective Date:

The signing of this agreement by the authorized representatives of the Union and the Employers shall constitute the ratification of this Agreement. It is agreed that the anniversary date of this Agreement shall be August 1, 2021 and all of the provisions of this contract shall become applicable. However, the parties agree that no provision of this agreement becomes effective unless and until ratification by the membership and Committees, whichever is later.

B. Termination:

This Agreement will remain in effect from August 1, 2021 through July 31, 2024. Either party may terminate this Agreement provided such termination is transmitted through the Registered US Mail to the responsible signatories of the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

C. Renewal:

Should neither party to this Agreement send a notice of termination as described in Section (2), this Agreement will be considered to have been automatically renewed for another contract year.

D. Changes:

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this

Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to the Agreement prior to the thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this Article shall preclude either party from modifying any previous proposals during the course of negotiations.

V. MANAGEMENT RIGHTS

The School Districts are established with certain powers provided both by the laws of the Commonwealth of Massachusetts, federal law and by common law. Except where the School Districts' rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the School Districts have and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it including the sole rights, responsibilities and prerogative of management of the affairs of the School Districts and direction of the working forces. Such rights shall include, but not be limited to, the right to direct said employees in the performance of their duties, to hire, promote, transfer, and assign employees, to suspend or discharge employees for just cause, to lay off employees because of lack of work, to establish and require employees to observe rules and regulations not inconsistent with the provisions of this Agreement, to maintain the efficiency of the operations of said employees, to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out its mission in emergency situations.

VI. HOURS OF WORK

In order to ensure that they comply with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, the Committees require that all members of the Union record their time worked and absences on official Committee time record forms using official time clocks, or an equivalent time tracking system established by the Committees. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge. If a paraprofessional attaches her/his fifteen (15) minute break to her/his lunch break she/he shall punch in and out for the 45 minutes allotted to the employee.

The present hours of work shall be 6.5 hours per day for 183 or 182 days, whichever is applicable (inclusive of the days before school starts). Paraprofessionals are not required to attend the one professional day held during the school year.

In the event a Paraprofessional is required by the Principal to eat with a student or students during their lunchtime, the Paraprofessional will be paid a one-half (½) hour lunch period; otherwise the lunch period is unpaid.

All members shall have a half hour unpaid meal period per shift.

There shall be a fifteen (15) minute morning break.

Paraprofessionals are also required to attend Back to School Night, as scheduled by Administration.

On early release days when professional development is not scheduled for paraprofessionals, employees may be offered the choice to remain at school for the balance of the school day and perform bargaining unit work as assigned by the building principal, or leave when the students leave and not be paid for those hours. On early release days, employees may utilize either accrued vacation and/or personal day time for the remainder of the school day if there is no professional development offered. The paid time off day must be entered into time and attendance no later than three (3) business days before the professional development day. In the event there is a need to correct payroll for individuals who do not want to utilize paid time off, the adjustment will be made in the next pay period, when necessary.

In the event that a paraprofessional is required or directed by her/his building principal and/or the superintendent of schools to attend professional development within the school district during a period of time when s/he is not normally scheduled to work, the paraprofessional shall be compensated at her/his normal hourly rate for the length of the professional development activity.

On school days when there is either a late start or an early release of ninety (90) minutes or less, employees shall receive their regular full pay for that day.

In the event that the school districts intend to make a permanent change to the schedules of paraprofessionals, it/they shall provide the affected paraprofessionals with at least fourteen (14) calendar days' notice. Prior to making permanent changes to paraprofessional schedules, each building principal shall solicit paraprofessionals to volunteer for the new schedule. In the event that there are insufficient volunteers, the principal reserves his/her right to assign any paraprofessional to a new assignment based on the particular circumstances.

VII. SUBSTITUTING

A. If an employee substitutes for a teacher, s/he will be paid fifty-two dollars (\$52.00) a day in addition to his/her regular rate of pay. Employees who substitute for a portion of a day, but at least one hour or one period, shall receive a pro-rated amount of substitute pay, no smaller than quarter-hour (1/4) increments, regardless of period length of coverage. The building principal shall have the discretion to determine whether or not to substitute a Paraprofessional for a certified teacher. A Paraprofessional must meet the usual requirements for placement on the teachers' substitute list and be placed on the list in order to be eligible to substitute, or after three consecutive years

of service in the School Districts, any paraprofessional can be placed on the substitute list, regardless of their educational attainment. Each building shall solicit paraprofessionals to volunteer to serve as substitutes for a teacher when a teacher is absent. The principal shall call paraprofessionals on the volunteer list on a rotating basis when assigning substitutes. The principal reserves his/her right to assign any paraprofessional to substitute for a teacher based on the particular circumstances.

B. In the event that a Paraprofessional I performs the duties of a Paraprofessional II for a half-day or less, then Paraprofessional I shall receive an additional one dollar and twenty-five cents (\$1.25). In the event that a Paraprofessional I performs the duties of a Paraprofessional II for more than one-half day up to a full day, the Paraprofessional I shall receive an additional two dollars and fifty cents (\$2.50). Vouchers documenting out-of-grade work shall be submitted weekly. The principal reserves his/her right to assign any Paraprofessional I to substitute for a Paraprofessional II based on the particular circumstances.

VIII. INCLEMENT WEATHER

Employees are not required to report for work when schools are officially closed by the Superintendent because of inclement weather or other emergency. Employees will not be paid for these closings.

IX. WAGES

A. Effective August 1, 2021 the compensation of each employee shall be determined in accordance with and shall conform to the following wage schedules:

| FY22 Rates | | | | | | |
|-------------------|-------------|--------------|---------|-------------|--------------|---------|
| | T-1 ParaPro | T-1 Assoc 48 | T-1 BA | T-2 ParaPro | T-2 Assoc 48 | T-2 BA |
| Step 1 (new) | \$14.92 | \$15.21 | \$15.51 | \$15.35 | \$15.65 | \$15.93 |
| Step 2 (new) | \$15.21 | \$15.51 | \$15.81 | \$15.65 | \$15.93 | \$16.21 |
| Step 3 (new) | \$15.94 | \$16.25 | \$16.55 | \$16.37 | \$16.64 | \$16.94 |
| Step 4 (new) | \$16.42 | \$16.74 | \$17.05 | \$16.86 | \$17.14 | \$17.45 |
| FY23 Rates | | | | | | |
| | T-1 ParaPro | T-1 Assoc 48 | T-1 BA | T-2 ParaPro | T-2 Assoc 48 | T-2 BA |
| Step 1 | \$15.37 | \$15.67 | \$15.98 | \$15.81 | \$16.12 | \$16.41 |
| Step 2 | \$15.67 | \$15.98 | \$16.28 | \$16.12 | \$16.41 | \$16.70 |
| Step 3 | \$16.42 | \$16.74 | \$17.05 | \$16.86 | \$17.14 | \$17.45 |
| Step 4 | \$16.91 | \$17.24 | \$17.56 | \$17.37 | \$17.65 | \$17.97 |
| Step 5 (New) | \$17.42 | \$17.76 | \$18.09 | \$17.89 | \$18.18 | \$18.51 |
| FY24 Rates | | | | | | |
| | T-1 ParaPro | T-1 Assoc 48 | T-1 BA | T-2 ParaPro | T-2 Assoc 48 | T-2 BA |
| Step 1 | \$15.83 | \$16.14 | \$16.46 | \$16.28 | \$16.60 | \$16.90 |
| Step 2 | \$16.14 | \$16.46 | \$16.77 | \$16.60 | \$16.90 | \$17.20 |
| Step 3 | \$16.91 | \$17.24 | \$17.56 | \$17.37 | \$17.65 | \$17.97 |
| Step 4 | \$17.42 | \$17.76 | \$18.09 | \$17.89 | \$18.18 | \$18.51 |
| Step 5 (New) | \$17.94 | \$18.29 | \$18.63 | \$18.43 | \$18.73 | \$19.07 |
| Step 6 (New) | \$18.48 | \$18.84 | \$19.19 | \$18.98 | \$19.29 | \$19.64 |

B. In order to be eligible for movement from one lane to another, an employee must notify the Superintendent in writing by no later than December 15th of the preceding school year of his/her anticipated eligibility for a lane movement.

C. Paraprofessional II employees shall be defined as those individuals who serve as one-to-one paraprofessionals, pre-school paraprofessionals, or program paraprofessionals (partial inclusion, substantially separate.) Paraprofessional I employees shall be defined as those individuals working with students with moderate disabilities, working as reading, math or Title I paraprofessionals, or working as kindergarten paraprofessionals. The Special Education Director shall consult with the school principal to determine whether or not a paraprofessional position should be placed as a Paraprofessional I or Paraprofessional II based on the duties and responsibilities of the position. Any decision by the Special Education Director, in consultation with the school principal, related to the placement of a paraprofessional position into a particular tier shall be subject to appeal to the Superintendent but will not be subject to Level III grievances or arbitration.

All employees must have his/her regular bi-weekly paycheck deposited directly to at least one (1) financial institution designated by the employee.

X. LONGEVITY

Seniority for longevity purposes begins no earlier than July 1, 1999. The longevity program is as follows:

Years of Service

| | |
|----|---------|
| 5 | \$1,011 |
| 10 | \$1,258 |
| 15 | \$1,420 |
| 20 | \$1,585 |
| 25 | \$1,694 |

For each year of service over 25, the longevity payment for that year shall include an additional \$100 per year. Payments to eligible employees shall be made annually in one lump sum in November. Longevity is earned as of the employee's anniversary date. If an employee should retire during the school year but before longevity is paid out in November and after his/her anniversary date, the employee will receive longevity for that year.

Longevity will be paid to employees in a regular compensation check at the time of distribution of longevity pay for all Somerset and Somerset Berkley Regional employees covered under this agreement.

XI. JURY PAY

The Employers agree to make up the difference in an employee's pay between a normal week's wage and compensation received for jury duty. Employees must provide evidence of jury duty to be paid this difference. When an employee is served a summons to appear in court for a work-related matter, the employee will be paid for all time in court.

XII. LEAVES OF ABSENCE

A. Administrative Leave

The School Committees will pay for any courses (if room, after teachers sign up) required by the administration.

B. Annual Sick Leave

All regularly employed employees shall be eligible for one and one-half (1.5) days of sick leave monthly, with full pay, cumulative to two hundred twenty-five (225) days, with the caveat that only days accumulated since July 1, 1999, shall count towards cumulative totals. The parties acknowledge that bargaining unit members will be "fronted" their sick days and if a member

leaves the employment of one of the Districts having used more than her/his proportionate share of sick days, she/he shall be responsible for repaying the District the difference between the amount earned and the amount used. Employees shall be permitted to use their earned sick time for any of the following reasons:

1. Caring for their own physical or mental illness, injury, or medical condition;
2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse, parent, or spouse's parent; to the extent limited in this Section on the use of sick days for family illness;
3. Attending their own routine medical appointment;
4. Attending a routine medical appointment for their child, spouse, parent, or spouse's parent; to the extent limited in this Section on the use of sick days for family illness;
5. Addressing the psychological, physical, or legal effects of domestic violence, or,
6. Travel necessitated by any of the above; to the extent limited in this Section on the use of sick days for family illness;

Employees shall be permitted to use up to five (5) sick days for illness in their family, family to be defined in the same manner as in the Funeral Leave section of this Agreement.

Whenever a bargaining unit member is absent from school as a result of personal injury arising out of, and in the course of his/her employment, he/she will be paid by the School Department the difference between his/her full salary and payments received under Worker's Compensation Insurance. Sick leave time for said payments will be deducted according to the ratio of the School Department payment to the total bi-weekly salary during this period. These payments will continue until such time as the individual's accumulated sick leave is exhausted.

Any employee submitting a claim based on a false statement(s) or covering a period during which the employee was not actually disabled or ill will be considered as abusing the sick leave privilege and will be subject to disciplinary action up to and including discharge.

The employer reserves the right upon receipt of a claim for sick leave benefits to cause a physical examination, at its own expense, to be made by a physician of its choice. The employer further reserves the right to require a physician's statement for absences in excess of five (5) days or if a bargaining unit member shows a pattern of absences.

In the event that an employee has been on sick leave during the workweek, such sick leave shall be construed as time worked and said employee will receive time and one-half for any workday in excess of the contract day.

Members of the bargaining unit will, upon retirement other than discharge for just cause, receive compensation for their unused sick leave at the rate

of twenty-five (25) dollars per day up to a maximum of two hundred twenty-five (225) days. Effective July 1, 2004, bargaining unit members must have worked for the District for a minimum of eight (8) years in order to be eligible. Effective July 1, 2005, bargaining unit members must have worked for the District a minimum of nine (9) years in order to be eligible. Effective July 1, 2006, bargaining unit members must have completed ten (10) consecutive years of service (including approved leaves) with the Committees. The money shall be included in the employee's final paycheck. Upon the death of an employee, the employee's estate shall receive compensation as stated above.

Paraprofessionals may utilize sick days in either whole day or half-day increments. If a paraprofessional uses a half sick day, it shall be documented as a half-day, which shall be interpreted as 3.25 hours of work and 3.25 hour of sick, medical or personal day. It is understood that the employee shall end her/his day at the most logical point after working not less than 3.25 hours, either prior to or after lunch

C. Personal Leave

1. An employee upon forty-eight (48) hour prior notice in writing to the Superintendent, except if an emergency makes this impossible, shall be granted two (2) personal days to conduct business of a personal nature. Bargaining unit members may roll over one (1) personal day from the current school year to the next school year which must be used in the next school year. Employees may not take personal days on the workday immediately before or the workday immediately after a holiday or a vacation period except in demonstrated cases of emergency.

Paraprofessional may utilize personal days in either whole day or half-day increments. If a paraprofessional uses a half personal day, it shall be documented as a half-day, which shall be interpreted as 3.25 hours of work and 3.25 hour of sick, medical or personal day. It is understood that the employee shall end her/his day at the most logical point after working not less than 3.25 hours, either prior to or after lunch.

Employees shall not be paid for any unused personal days upon termination from employment, resignation or retirement.

D. Holidays

1. If bargaining unit members of the Jewish faith request in writing to take off the Jewish Holy Days, the Superintendent will grant such bargaining unit members the day(s) off without loss of pay. It is understood that requests for days off shall be limited to Rosh Hashanah and Yom Kippur or requests for other significant holy days in their faith or religion may be approved by the Superintendent. Employees of any religion or faith may request leave to observe significant holy days. Such requests may be approved by the Superintendent.

2. The following days shall be considered holidays for paraprofessionals:

- | | |
|---|------------------------|
| Labor Day | New Year's Eve Day |
| Columbus Day | New Year's Day |
| Veteran's Day | Martin Luther King Day |
| Thanksgiving | President's Day |
| Day after Thanksgiving | Good Friday |
| Christmas Eve Day | Patriot's Day |
| Christmas | Memorial Day |
| Juneteenth (provided that it occurs during the school year) | |

3. On the half-days before Thanksgiving and Christmas, employees shall be paid for the full day.

E. Funeral Leave

When death occurs to a member of the employee's family, the employee will be granted a leave of absence of five (5) consecutive days. Pay for such leave shall be at the employee's straight time hourly rate of six-and-one-half (6-1/2) hours per day. Employee's "Family" shall include:

- | | |
|---------|----------------|
| Spouse | Grandparents |
| Father | Grandchildren |
| Mother | Father-in-law |
| Brother | Mother-in-law |
| Sister | Stepchild |
| Child | Aunt and Uncle |

and any member of the employee's immediate household. Employees will be entitled to one (1) bereavement day without loss of pay per school year for the death of a family member not already listed in this Agreement at the discretion of the Superintendent. No loss of credit from annual or accumulated sick leave shall be incurred by the employee on account of funeral leave.

F. Parental and Child-Rearing Leave

1. A leave of absence shall be granted for parental leave to members on the terms and conditions set forth in this sub-section.
 - a. The employee shall give the Superintendent at least two (2) weeks' notice of the employee's anticipated date of departure and the employee's intention to return to full-time employment or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
 - b. Parental leave shall commence on the first day of absence for the birth or

adoption of a child. Parental leave shall run for eight (8) weeks from the date of childbirth or adoption, which period shall not be interrupted by holidays, vacation periods and summer vacation.

- c. An employee who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of parental leave unless the employee is on the active payroll (vacation, sick leave, personal time, compensatory time, or other such leave would maintain the employee on the active payroll).
 - d. Upon return from a parental leave of absence an employee shall return to the step in the salary schedule where s/he was when s/he began the leave unless the employee worked at least one-half (1/2) of the year in which the leave began, in which case the employee shall move on to the next step and shall have any unused leave and other benefits restored. An employee will continue to accrue seniority while on parental leave, provided no other members of equal length of service, credit and status in the same or similar position have been laid off during the period of such parental leave.
2. Following the expiration of the employee's parental leave, the employee may take an unpaid child-rearing leave for remainder of the calendar year that started with the employee's parental leave (the parental leave combined with the child-rearing leave shall not exceed one year). Upon the expiration of the child-rearing leave, employees shall be restored to their previous, or a similar position. Employees shall not accrue any benefits for the period of said unpaid child-rearing leave.
 3. Bargaining unit members on leave under Paragraph 1 of this Section

above may elect to utilize their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the member to be physically disabled.

4. An employee who is pregnant may remain in active service until the completion of her pregnancy, provided that she is able to carry out the functions of her position. The Superintendent may request the employee to furnish an appropriate medical certificate of fitness to continue to perform the duties of her position.
5. Upon expiration of the one-year parental and child-rearing leaves, the district will assign the employee to his/her former position or to a substantially equivalent position.
6. Leave under this Agreement shall run concurrently with eligible leave under the Massachusetts Parental Leave Act (MGL c. 149, §105D) and/or under the FMLA.

G. Other Leaves

An employee may be granted a leave of absence, without pay, for up to one year, for health reasons. Requests for such leave will be supported by appropriate medical evidence. Such leave shall be considered FMLA leave, if otherwise applicable.

Any employee whose personal illness extends beyond the period of their total accrued compensation time, meaning sick time, personal, vacation, and any sick bank donations, may be granted a leave of absence without pay for up to the remainder of the current school year in which said leave(s) expires.

A leave of absence without pay or increment of up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family, upon application to and approval of the Superintendent.

Providing the insurance carrier agrees, employees who are on extended leave of absence may continue to be covered under the town's insurance plan. The premium for this coverage shall be paid by the employee.

H. Family Medical Leave Act

The parties agree that employees are eligible for Family Medical Leave Act Leave as provided by statute and to add a new section reflecting the following agreements:

- The school districts use a rolling backward method for calculating a year for FMLA eligibility purposes;
- No required use of paid leave;
- Employee health insurance and life insurance contributions, if any, shall be offset against first paycheck upon return to work, as calculated by the Business Office;
- "In loco parentis" Relationships shall be established by a statement in application that this is someone that the applicant is responsible for;
- FMLA leaves shall be available to all bargaining unit members who are eligible for such leave as defined by the applicable statute and regulations;
- The employer may request a 2nd medical opinion at the employer's expense;
- Fitness for duty certifications shall be required after a FMLA leave taken for personal illness;
- Intermittent leaves after birth or adoption shall not be permitted;
- Monies owed if employee does not return from leave shall be by offset against available funds, if there are no available funds, the employee will be billed;
- Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks in a 12-month period, unless they qualify for one of the identified exceptions under FMLA.
- When an employee takes leave under this Agreement for a reason which would entitle the employee to leave under FMLA, such leave will run concurrently with leave under FMLA, and will be deducted from the employee's statutory FMLA leave entitlement.

Coverage is extended to the immediate family, defined solely for FMLA purposes as:

| | |
|-------------------------------------|-------------------|
| Father | Child |
| Mother | Grandparents |
| Brother | Immediate in-laws |
| Sister | Aunts and Uncles |
| Spouse | |
| and other members of the household. | |

An employee who is pregnant may remain in active service until the completion of her pregnancy, provided that she is able to carry out the functions of her position. The

Superintendent may request the employee to furnish an appropriate medical certificate of fitness to continue to perform the duties of her position.

An employee who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of parental leave unless the employee is on the active payroll (vacation, sick leave, personal time, compensatory time or other such leave would maintain the employee of the active payroll). Upon return from a parental leave of absence an employee shall return to the step in the salary schedule where s/he was when s/he began the leave unless the employee worked at least one-half (1/2) of the year in which the leave began, in which case the employee shall move on to the next step, and shall have any unused sick leave and other benefits restored. An employee will continue to accrue seniority while on parental leave.

Upon expiration of the one year paid or unpaid leave of absence, the District will assign the employee to his/her former job or to a substantially equivalent position. Leave under this Agreement shall run concurrently with eligible leave under the Massachusetts Parental Leave Act, M.G.L. c. 149, §105D (MPLA) and/or under the FMLA.

I. Vacation Leave

FULL TIME EMPLOYEES

| | |
|----------|----------------------|
| After: | <u>Vacation Time</u> |
| 1 year | four (4) days |
| 5 years | eight (8) days |
| 10 years | eleven (11) days* |

*During any school year when there are four (4) vacation days during the December vacation period, eligible bargaining unit members will receive a 4th vacation day during that period and twelve (12) overall for the school year in question.

| | |
|----------|--------------------|
| 20 years | thirteen (13) days |
|----------|--------------------|

PART-TIME EMPLOYEES (20 or more hours per week)

| | |
|----------|----------------------|
| After: | <u>Vacation Time</u> |
| 1 year | four (4) days |
| 5 years | eight (8) days |
| 10 years | eleven (11) days |

Vacation days for part-time employees shall be the length of their regular daily

hours worked (i.e., if a part-time employee regularly works four (4) hours/day, the length of their vacation days will be four (4) hours and the employee will be charged a full vacation day from their accrued vacation time).

All vacation days shall be used during school vacation periods. Vacation days will be prorated if an employee starts employment with the Committees at any time other than the start of the school year. Employees' vacation days will be divided in three and credited to each of the three vacation weeks listed in the school calendar for December, February and April.

XIII. INSURANCE

Bargaining unit employees shall have the opportunity to participate in the Town's and Region's Employees Group Insurance Plan on the first of the month following sixty (60) days of service. At the time of hire, he/she must either apply for the above coverage or sign a waiver stating s/he does not wish to participate in this program.

The Town of Somerset and Regional School District will pay the maximum percentage permitted by Town Meeting enactment of the cost of the same insurance coverage received by Town Employees.

XIV. TUITION WAIVER

Children of bargaining unit members in the Somerset and Somerset Berkley Public School systems who live outside of the towns of Somerset and Berkley, will be allowed to attend Somerset schools tuition-free as long as it does not require opening another section, the hiring of additional staff, or create a conflict with the new legislation regarding school choice. This article will apply only to the children of bargaining unit members holding permanent, full-time positions in the Somerset or Somerset Berkley school systems. The children of bargaining unit members employed by the Committees as of the date of ratification (11/29/16) shall be allowed to attend the Somerset Public Schools or the Somerset Berkley Regional School District. Children of bargaining unit members who are hired after the date of ratification of this Agreement shall not be allowed to register and enroll their children in either the Somerset Public Schools or Somerset Berkley Regional School District. When the last child attending Somerset or Somerset Berkley either leaves the districts or graduates under the terms of this article, this article shall be deleted from the parties' contract. Prior to a bargaining unit member seeking tuition-free attendance of her/his child in either the Somerset Public Schools or the Somerset Berkley Regional School District, each bargaining unit member must first seek to attend either Somerset or Somerset Berkley through the school choice program. If there are no school choice seats in a particular grade, the bargaining unit member will be allowed to enroll her/his child in the SPS or SBRSD under this article.

XV. NEW POSITIONS AND VACANCIES

Whenever a position covered by this Agreement becomes vacant, such vacancy will be publicized by the School Department by posting concurrently to School Spring (or the electronic posting system in use at the time) and by email to bargaining unit members' district-assigned emails for a minimum of five (5) workdays prior to the appointment being made. If a vacancy or new position occurs during the summer months, the School Department will notify the Association electronically. Employees interested shall apply in writing within the five (5) day posting period. The applicable Employer will award the position to the most qualified applicant, qualifications to be determined in the sole discretion of the Employer. In cases where the qualifications of all candidates from within and outside the system are equal, the employee with the most seniority within the bargaining unit shall be awarded the job. When a vacancy occurs during the summer after July 31, there is no required time frame for a posting.

XVI. SENIORITY

The length of continued and uninterrupted service of the employee in the bargaining unit shall determine the seniority of the employee.

XVII. REDUCTION IN FORCE:

In cases of reduction in force, where merit and ability and qualifications are equal in the sole determination of the Employers, length of continuous service in the Somerset School System and the Regional District shall govern. The determination of merit and ability shall be made by the Superintendent and may be grieved under the provisions of this Agreement. Employees laid off due to a reduction in force shall have recall rights for a two (2) year period in the reverse order of layoff to any position in the bargaining unit. The School Districts will use their best efforts to notify employees by no later than June 1st if there will be a reduction in force.

The determination of merit and ability shall be made by the Superintendent at his/her full discretion and may be grieved under the provisions of this Agreement for abuse of discretion.

XVIII. JUST CAUSE

Once an employee has served a probationary period of one hundred twenty (120) working days, the Employers shall not suspend or terminate an employee without just cause. An employee discharged during the probationary period shall not have recourse to the grievance and arbitration process.

XIX. GRIEVANCE PROCEDURE

Any grievance or dispute that may arise between the parties involving the application, meaning or interpretation of this agreement shall be settled in the following manner:

Level 1: The Union Steward and/or her/his representative with or without the aggrieved employee shall take up the grievance or dispute in writing with the principal within five (5) business days of the date of the grievance or her/his knowledge of its occurrence. The principal shall attempt to adjust the matter and shall respond to the Steward within five (5) business days.

Level 2: If the grievance or dispute still remains unadjusted, it shall be presented to the Superintendent of Schools in writing within five (5) business days after the principal's reply is due. The Superintendent of Schools shall respond to the Steward within ten (10) business days.

Level 3: If the grievance or dispute is still unsettled, either party may, within thirty (30) business days after the reply of the Superintendent of Schools is due, by written notice to the other, request arbitration. The arbitration shall be held in accordance with the rules of the Labor Relations Connection.

The decision of the Arbitrator will be final and binding.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by mutual consent. During the summer recess and vacation periods, said time limits shall be construed as weekdays instead of business days.

If the grievance affects a group or class of employees, which is not under the control of their supervisor and/or principal, the aggrieved employee or the Union may submit such grievance in writing directly to the Superintendent at Step 1.

XX. NO STRIKE

There shall be no strike, slowdown or other work stoppage during the course of this Agreement. Any or all employees who are disciplined for violating this article shall not have recourse to the grievance procedure except as to the question of participation in any of the above prohibited acts but shall have recourse to other remedies available under the law.

XXI. DUES DEDUCTION

During the term of this Agreement, employees may tender an initiation fee, monthly membership dues, the PEOPLE contributions, to the Union by signing the authorization form(s) and, in accordance with the terms of the form, which shall also be submitted to the employer, the employer agrees to deduct said dues/fees/contributions from the pay of each employee in the unit who signed the form and remit the aggregate amount to the Union along with a list of

employees who had said dues/fees/contributions deducted. The Union hereby agrees to indemnify the employer(s) and hold it/them harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

XXII. MISCELLANEOUS PROVISIONS

A. Bulletin Boards:

The Union may use bulletin boards within the various schools for posting official union notes. Prior approval of the Principal and/or Superintendent must be obtained for the posting of all notices except notices to members of meetings, elections, results of elections and notice of Union appointments. There shall be no other general posting or distribution by employees of pamphlets, advertising or political matter, notices or any other kind of literature other than as herein provided.

B. Access to Premises:

The Employers agree, at the discretion of the Superintendent, to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1701 to enter the premises.

The School Committees agree to allow the Union the reasonable use of school facilities for Union meetings either before or after the regular school day. Such meetings shall not conflict with any activities in a particular school. The Union shall notify the building principal in writing at least five (5) days in advance of the meeting and shall obtain the approval of the building principal. The Union agrees to comply with all rules and procedures for the use of the facility.

C. Violations of the Law

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Mileage

Employees will be paid at the IRS rate for mileage reimbursement and must use a form approved by the Districts.

XXIII. This Article Intentionally Left Blank

XXIV. EMPLOYEE EVALUATION

In order to ensure that all bargaining unit members are performing the full range of their duties and responsibilities, all employees will be evaluated once a year using an evaluation tool, which is based on the written job description, if any. The employee will be given a copy of the completed evaluation tool and will have the right to discuss it with his/her supervisors. Employees must sign the completed evaluation tool, with the understanding that signing the tool does not constitute agreement. Employees may submit a rebuttal to the completed evaluation.

XXV. PROTECTION

Paraprofessionals will immediately report in writing all cases of assault (physical) suffered by them in connection with their employment to the principal. This report will be forwarded to the superintendent who will comply with any reasonable request from the paraprofessional for information in the superintendent's possession relating to the incident and act in appropriate ways as a liaison between the paraprofessional, police and the courts.

XXVI. SICK LEAVE BANK

A sick leave bank shall be established by members of the bargaining unit voluntarily contributing one (1) day of their accumulated sick leave days for use by a participating employee whose sick leave is exhausted through the employee's prolonged illness.

1. The sick leave bank will only be used when an employee is prevented from working because of the employee's own illness or injury and when this disability is of a prolonged nature, that is, fifteen (15) consecutive working days or more.
2. Any employee who has met the eligibility requirements for participation in the Sick Leave Bank shall be required to submit a doctor's certificate using the prescribed forms. This must be accompanied by a detailed medical statement by the attending physician stating the exact nature of the incapacitation and the projected time of recovery beyond the employee's own accrued sick leave.
3. In order to access the sick leave bank, all eligible employees must first exhaust their accumulated sick days. Eligible employees may not apply for sick leave bank benefits more than fifteen (15) school days in advance of the anticipated termination date of earned sick leave. Sick days are considered actual work days in which school is in session and for which the individual would have been compensated if he/she had not exhausted his/her sick leave.
4. The initial grant of days from the sick leave bank will cover up to thirty (30) working days for any one prolonged illness, and the grant will end on the last school day of the school year in which the prolonged illness began. Consideration will be given for additional days beyond thirty (30) in the event that the prolonged illness continues. No employee shall be eligible to receive more than sixty (60) days from the Sick Leave Bank over the duration of the employee's career in either District, or both.

5. All eligible employees must apply for membership on a form provided by the sick bank administrators. Employees wishing to join the sick leave bank must submit an application for membership by no later than September 30th of each school year. Only employees who have been employed by the Somerset School Committee or Somerset Berkley Regional School Committee for one (1) year or more may contribute to and participate in the Sick Leave Bank.
6. If the number of days in the Sick Leave Bank reaches thirty (30) days, the bank shall be replenished by the contribution of one (1) additional day of sick leave from each member of the Sick Leave Bank. Such additional day will be deducted from the employees' accumulated sick leave.
7. The Sick Leave Bank will be administered by a Sick Leave Bank Committee comprised of four individuals: two (2) members representing the Union and two (2) members designated by the Superintendent. All requests for use of days shall be directed to the Sick Leave Bank Committee. The decisions of the Sick Leave Bank Committee shall be final and not subject to the grievance and arbitration procedure.
8. Any employees applying to the Sick Leave Bank shall do so by completing a Sick Leave Bank application form. The application form, with required information attached, including the attending physician' certification and a copy of the application form joining the Sick Leave Bank, shall be submitted to the Superintendent's Office, which will have appropriate data recorded and verified.

In Witness Whereof, we set our hands on this 18th day of January, 2022.

SOMERSET SCHOOL COMMITTEE

SOMERSET BERKLEY REGIONAL SCHOOL COMMITTEE

12 92

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93, LOCAL 1701**

11 *Shelia A. Gains*

Staff

Representative, AFSCME Council 93

December 15, 2021

Stephen Mello

11/14/22