

AGREEMENT BETWEEN THE NEW BEDFORD SCHOOL COMMITTEE

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO STATE COUNCIL 93, LOCAL 641

JULY 1, 2014 - JUNE 30, 2017

AFSCME LOCAL 641 CONTRACT
(July 1, 2014 - June 30, 2017)

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ARTICLE I

PREAMBLE

This Agreement between the New Bedford School Committee, hereinafter referred to as the "Committee" and Local 641, Council 93, AFSCME hereinafter referred to as the "Union", has, as its purpose, the promotion of harmonious relations between the Committee and the Union; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours and work and other conditions of employment.

ARTICLE II

RECOGNITION

"The Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other condition of employment for all Civil Service employees of the School Department of the City of New Bedford, excluding the Confidential Secretaries to the Superintendent of Schools, the Confidential Secretaries each assigned to the Deputy Superintendent, Assistant Superintendents, Business Manager, Headmaster, Executive Director of Human Capital Services, Supervisor of Payroll and the Supervisor of Bookkeeping, nurses, instructional media coordinators, all emergency employees or temporary employees, unless a temporary employee has been employed in excess of ninety (90) days in any twelve (12) month period and all part-time employees hired after July 1, 2007 for less than twenty (20) hours per week. A temporary employee who has worked in excess of ninety (90) days in a twelve (12) month period who is re-employed following school vacation, shall be considered to have met the ninety (90) day requirement to qualify for benefits under this agreement effective upon the signing of this contract.

When a new position is to be established by the Committee, within the scope of the bargaining unit, the School Department agrees to notify the Union of its intent prior to the establishment of said position for the purpose of negotiating hours, wages and such other working conditions as may be required.

ARTICLE III

DUES DEDUCTION

A. AUTHORIZATION

The Committee agrees to deduct from the employee's salary, dues or agency fee for the Union as the employee individually and voluntarily authorized the Committee to deduct and to transmit the amount so authorized to the Treasurer of the Union once a week, along with the names of those who have paid on a weekly basis.

B. AUTHORIZATION CARDS

Each employee who desires to authorize such a deduction shall file with the Treasurer of the City of New Bedford through the Union and the School Department, a signed and dated Union or Agency Fee Payroll Deduction Authorization form, authorizing the Treasurer of the City of New Bedford to deduct from his/her weekly earnings and to remit to the Treasurer of the Union once per month an amount of money equal to the dues required for membership in the organization, a waiver of all right and claim against the School Committee and the City of New Bedford, and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, and an agreement that said deductions and remittances shall continue from year to year as so authorized, unless such employee notifies the Treasurer of the City of New Bedford through the School Department, in writing of his desire to change such authorization, said notice to be given at least sixty (60) days in advance of the effective date of such change. The payroll deduction form is to be supplied to the employee at the time payroll forms are completed.

C. PERIODIC DEDUCTIONS

All other payroll deductions shall be made weekly.

D. NOTICE TO EMPLOYER

The Union shall, within ten (10) days of the signing of this agreement, give the employer written notice of the amount of union dues or agency fee to be so deducted and hereafter the Union shall give written notice to the Employer of any change in the amount of said dues, said written notice to take effect thirty (30) days after receipt by the Employer. This provision is not to be construed as affecting any current check-off policy which may be continued in effect until the above-mentioned written notice shall become effective.

E. BONDING

The Treasurer, through the Union, shall comply with any bonding provisions of Massachusetts General Laws, Chapter 180, Section 17A.

F. EMPLOYER NOTICE

Employer shall notify the Union of all new employees, discharges, laid-off employees, leaves of absences or other retirements by providing the Union with notice from the Superintendent of Schools within twenty-one (21) calendar days after such action is taken by the Superintendent.

G. AGENCY FEE

The Employer agrees to require as a condition of employment that all employees shall pay on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this agreement whichever is later, an agency service fee to the Union in accordance with the provisions of Chapter 150E of the Massachusetts General Laws, provided, however, that such

agency service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration. The Union shall indemnify and hold harmless the School Committee for any damages or cost, including attorney fees, resulting from the enforcement of this provision.

ARTICLE IV

DISCRIMINATION AND COERCION

A. MEMBERSHIP

There shall be no discrimination by foreman, superintendents or other agents of the Employer against any employee because of his/her activity or membership in the Union.

B. NO STRIKE

The Union agrees that they will not engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by employees. The Committee reserves the right to discipline, suspend, demote or discharge, any employee who violates the provisions of this Article.

C. UNION ACTIVITY

The School Committee agrees that they will not interfere with, restrain or coerce employees in the exercise of their rights guaranteed in Chapter 150E of the General Laws. They will refrain from dominating or interfering with the formulation, existence of administration of the Union. They will not discharge or otherwise discriminate against any employee because he/she has signed or filed an affidavit, petition, or complaint or has given any information or testimony relating to this Article.

ARTICLE V

GRIEVANCE PROCEDURE

A grievance is a dispute which may arise between the parties as to the application, meaning or interpretation of this agreement, and shall be settled in the following manner:

STEP 1:

The Union Steward and/or the representative shall take up the grievance or dispute, in writing with the employee's Department Head/Director within five (5) working days of the grievance or his/her knowledge of its occurrence. The Department Head/Director shall attempt to adjust the matter and shall respond within five (5) working days.

STEP 2:

If the grievance has not been settled, it shall be presented, in writing, to the Superintendent within five (5) working days after the supervisor's response is due. The Superintendent shall respond to the steward in writing within ten (10) working days.

STEP 3:

If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Superintendent, by written notice to the other, request arbitration. The parties agree to use the Labor Relations Connection to administer the arbitration provision during the term of this agreement. Thereafter, unless mutually agreed to extend this provision beyond June 30, 2017, the services of the American Arbitration Association will be utilized for administration.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

The expense, if any, for the arbitrator's services and the proceedings shall be borne equally by the employer and the union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

Notwithstanding any other provision herein contained, no grievance or dispute which is covered in any manner by the provisions of Chapter 31 of the Massachusetts General Laws shall be subject to the grievance procedures herein contained.

ARTICLE VI

CIVIL SERVICE

A. The employer and the Union shall recognize and adhere to all Civil Services laws, Rules and Regulations, relative to seniority, promotions, transfers, discharges, removals, and suspension.

B. In accordance with the Civil Service Rules and Regulations, the Union further reserves the right to represent employees under any established procedure. Any employee within the Unit not covered by the Civil Service Law, Rules or Regulations relative to the above matters shall have recourse to the grievance procedure contained herein if the dispute as to seniority, promotion, transfer, discharge, removal or suspension is a dispute over the interpretation or application of the terms of this agreement; except that the Employer may, for any reason, discharge an employee during his/her probationary period in accordance with the Civil Service Laws.

C. The employer agrees that prior to the submission of any job changes to the Civil Service Commission, it shall first discuss such matters with the Union.

ARTICLE VII

HOURS OF WORK AND WORK YEAR

A. Hours of Work for Regular Full Time Employees

1. Except for cafeteria personnel and clerks, the normal work week for regular full time employees (including the Data Technician) shall be forty (40) hours of work in five (5) eight (8) hour days, Monday through Friday.
2. The normal work week for regular full time cafeteria personnel (including the cafeteria manager) and clerical personnel working a calendar or academic year shall be thirty five (35) hours of work in five (5) seven (7) hour days. The School Department reserves the right to reduce the hours of work of cafeteria personnel to less than seven (7) hours per day when the position becomes vacant caused by the resignation, retirement, death, transfer, promotion or demotion of the incumbent employee. The School Department reserves the right to increase the hours of clerical employees assigned to schools to forty (40) hours per week.
3. Each employee shall be scheduled to work a shift with regular starting and quitting times, but the School Department may require an employee to work in excess of his/her regular work day. Personnel may be required to work earlier than the hour scheduled and remain after the scheduled work day whenever it is required in order to properly heat or maintain a building or to insure the physical safety of personnel in said building. If after completing their regularly scheduled duties, cafeteria personnel may be required to perform other such additional duties as may be required of them.
4. Employees regularly scheduled work hours will not be curtailed in order to avoid overtime payment.
5. Each year custodians employed at a school and assigned to the second shift shall be afforded the opportunity to reschedule their hours to the first shift for the summer months on the condition that all custodians at the school agree to work the first shift. In the event that all custodians at a school do not agree, then no custodian at the school shall be reassigned to the first shift.
6. Nothing in this Article is to be construed as a guarantee of work or the number of hours in the work week. The School Department reserves the right to change the hours of work by no more than thirty (30) consecutive minutes upon ten (10) calendar days' notice in writing to the employee, except in emergencies. Reassignments will be made by volunteers first within the building and if no volunteers by reverse seniority. The Union shall be notified of a proposed change in hours beyond thirty

(30) minutes and will be subject to bargaining with the School Committee. Changes in hours shall not be arbitrary or capricious.

B. Work Year

1. The work year for academic year clerks shall be established at a minimum of one hundred eight-three (183) school days plus ten (10) working days prior to the start of the school year and ten (10) working days after the school year.
2. Cafeteria personnel on an academic year shall be established at a minimum of one hundred and eighty-one (181) school days, except for cashiers in the cafeterias whose work year shall be established as one hundred seventy-nine (179) school days. In the event that snow emergencies cause the temporary closing of schools, clerical and cafeteria personnel shall not be compensated.

C. Overtime

1. Employees shall be paid overtime at the rate of one and one-half their regular rate of pay for work in excess of their normal work day and/or normal work week.
2. Cafeteria employees working less than seven (7) hours per day shall be paid time and one-half when they have exceeded seven (7) hours of work in any one day or thirty-five (35) hours in any one week. However, cafeteria employees working less than seven (7) hours per day shall be paid time and one half for work on Saturdays or Sundays and whenever required by functions sponsored by outside organizations or vendors for all hours worked in excess of their regular work day or work week.
3. Overtime work shall be assigned to the employees who would normally perform the work on the site, on an equitable and fair basis according to seniority. Then the overtime shall be distributed as equally as possible by seniority and on a rotating basis to the employees in the classification who desires to perform such overtime work. The list of overtime opportunities for school or school related overtime shall be kept separate from the list for overtime available because of the buildings by outside or non-school organization. The definition equitable and fair distribution shall incorporate a rotation system where employees in each department shall be listed or posted by seniority. Each offer to perform overtime shall be noted in the following fashion: a. work accepted; b. work refused; c. employee unavailable. Unavailability shall count as a refusal. Unavailability shall mean the employee is unable to be reached to accept or decline the offer for overtime. Distribution of overtime shall not be measured by hours of work but by the number of work assignments except overtime for all maintenance department employees shall be measured by total hours of work, not by work assignment.

For snow plowing duties, the following titles will be called in order as listed: equipment repair person, welder, groundskeeper, Walsh Field custodian, maintenance men in the maintenance department according to the employees with the least amount

of hours first. Should no one in the maintenance department be available for snow plowing duties, then those duties shall be assigned to custodians. Such snow plowing shall not limit the responsibilities of the custodians to clear the walks at their assigned work locations.

4. Overtime assignments for the preceding month shall be posted monthly. The School Committee reserves the right to schedule or determine whether overtime is required and this decision shall not be subject to arbitration.
5. In the event the department does not notify employees within twelve (12) hours of a scheduled overtime that said overtime is canceled (if the overtime has been scheduled in advance for twenty-four (24) hours or more), the department shall be responsible for payment of three hours at the rate of time and one-half the employee's regular hourly rate of pay.
6. When there is unanticipated overtime in a department (i.e., emergencies, last minute or forgotten), overtime shall be distributed starting with the next person on the rotating seniority list without said person being charged. The list shall resume back to the rotation where it was on the list before the emergency took place.
7. Any employee called back to work on the same day after having completed their assigned work and having left their place of employment and before their next regularly scheduled starting time shall be paid at the regular rate for all hours worked on recall unless the employee shall have already worked forty (40) hours (thirty-five (35) hours in case of cafeteria personnel or clerical) or more in one week or eight (8) hours (seven (7) hours in the case of cafeteria personnel and clerical) in one day in which case, they will be paid at the overtime rate. An employee recalled will be guaranteed a minimum of three (3) hours.
8. Approved leave with pay (such as holiday pay or sick leave) shall be synonymous with work time for purposes of computing overtime provided that sick leave or holiday pay shall always be paid at the regularly hourly rate.
9. For employees whose work week does not consist of five (5) consecutive days within a week, holiday pay is not paid time for overtime purposes if the holiday falls on a normal day off.
10. Overtime pay shall be paid no later than the second (2nd) Thursday (or pay day) following the period in which the overtime was worked by an employee.

D. Rest Periods

Employees work schedules shall provide for a ten (10) minute rest period during each one half (1/2) shift. To the extent possible, the rest period shall be scheduled at the middle of each one half (1/2) shift. The two ten minute rest periods may be combined together, with the approval of the employee's immediate supervisor, however, no combined rest

period may exceed twenty (20) minutes. When practicable, work schedules shall provide a ten (10) minute personal cleanup period prior to the end of each shift.

E. Lunch Period

Employees assigned to a school may leave the school building during his/her lunch period, but must remain on the school grounds.

F. Emergency Closing

In the event that any school is closed early due to inclement weather or emergency conditions, any employee working in said school or building who is excused from further work by the Superintendent or their designee, shall receive a full day's pay. The Superintendent reserves the right to maintain essential personnel on duty during periods of emergency. Essential personnel are defined as employees required to maintain critical building operations. The Superintendent or their designee shall excuse said employees from further work in his/her sole discretion, which discretion shall not be exercised arbitrarily or capriciously. When essential personnel are required to stay and work, said employees will be given compensatory time in the amount of hours worked for the time of the emergency for no more than three (3) work days per school year and said days shall be used on or before December 31 following the end of the school year.

In the event that inclement weather or emergency conditions cause the temporary closing of schools for the entire day, clerical and cafeteria employees may elect to use a personal day.

ARTICLE VIII

RECALL

A. COMPENSATION

Any employee called back to work on the same day after having completed their assigned work and having left his place of employment and before his next regularly scheduled starting time shall be paid at the regular rate for all hours worked on recall unless the employee shall have already worked forty (40) hours (35) hours in case of cafeteria personnel or clerical) or more in one week or eight (8) hours (seven (7) hours in the case of cafeteria personnel and clerical) in one day in which case, he will be paid at the overtime rate.

B. MINIMUM HOURS

An employee recalled under Paragraph A will be guaranteed a minimum of three (3) hours at time and one-half his/her regular hourly rate of pay.

ARTICLE IX
COMPENSATION

A. WAGES

Effective July 1, 2014 the salary schedule shall be increased by 1.5%, on July 1, 2015 by 2% and July 1, 2016 by 2%.

An employee shall be advanced to the next higher salary step in his/her job classification until the maximum step is reached after fifty-two (52) weeks of service. Service shall mean the period of time an employee is on the payroll either in active service or on a paid leave, except that any period in which an employee is on an approved leave of absence without pay for less than six (6) consecutive months shall not be deemed a break in service.

An employee who transfers from a municipal department to the school department in the same job title without a break in service shall be placed on the step based on his/her service with the municipal department.

All current employees have an anniversary date for step advancement of July 1 of each year.

All new hires after execution of this contract will advance for step increases as follows:

Date of Hire – July 1-December 31 – advance to the next step on
the next July 1

Date of Hire – January 1-June 30 – advance to the next step on
July 1 in the year following the date of hire not the next July1

B. LONGEVITY

1. Full time personnel shall be granted an annual longevity pay increment as follows:

YEARS OF SERVICE	<u>7/1/13</u> AMOUNT	<u>7/1/14</u> AMOUNT	<u>7/1/15</u> AMOUNT
10 - 14	\$ 500.	\$ 550.	\$ 600.
15 - 19	\$ 600.	\$ 650.	\$ 700.
20 - 24	\$ 700.	\$ 750.	\$ 800.
25 - 29	\$ 800.	\$ 850.	\$ 900.
30 - 34	\$ 900.	\$ 950.	\$1,000.
35 or more	\$1050.	\$1,100.	\$1,150.

2. Permanent part-time personnel shall be granted longevity payment at one-half the rate for a full time employee. The service of a part-time employee shall be determined by his/her years of service as a part-time employee. Part-time employees hired after July 1, 2007 for less than twenty (20) hours per week shall not be eligible for longevity payments. A part-time employee who accepts appointment as a full time employee shall have his/her years of service converted to hours and shall receive credit for one year of full time service for each 1050 hours of part-time service. If the employee has a sufficient number of years of full time service following such conversion, he/she will receive longevity pay at the full time employee rate of payment. (Note: There is a possibility that longevity payments may be suspended until such time as the former part-time employee has sufficient full time service.) A full time employee who accepts appointment as a part-time employee shall receive longevity payment at one-half the rate for a full time employee.

Part-time employees receiving longevity payments on the effective date of this agreement shall continue to receive longevity payments at the full time longevity rate of compensation.

3. The term "years of service" as used in this Article, refers to continuous and uninterrupted years of service with any Department of the City of New Bedford or School Department. Years of service to qualify for longevity shall not be interrupted by an approved leave of absence of less than six (6) months. An approved leave of absence of six months or more shall be deducted from an employee's years of service for longevity purposes, but said leave shall not result in a break in service.

An employee with prior service as a permanent intermittent, temporary or provisional employee who is appointed to a full time position without a break in service (continuous) shall have such service qualify for longevity purposes.

4. When an employee retires, his/her longevity shall be pro-rated through the month of his/her retirement.

5. The longevity increment shall be paid on the second (2nd) pay period in December immediately following completion of the qualifying years of service based on the employee's anniversary date, except when an employee retires, his/her pro-rated longevity pay increment shall be paid with his/her final payroll check. Employees who have less than ten (10) years of service as of November 15, 2012 shall be eligible for longevity payments for years of service as of November 15 and not their anniversary date of appointment.

C. SUPPLIES

Cafeteria personnel employed prior to October 1 of a calendar year shall receive a uniform consisting of five shirts and five pairs of pants in lieu of a clothing allowance. Existing employees shall have the option to receive either the clothing allowance payment or the uniform package as mentioned above. Existing employees who choose the uniform package will not be allowed to revert back to the clothing allowance.

The School Department shall also supply hairnets and gloves to cafeteria personnel.

The School Department shall provide food service/truck drivers and helpers with a jacket with an identifying patch.

All drivers, laborers, storekeepers and MEO's shall be provided with khaki pants and maroon shirts.

All employees who receive vouchers or cash allotments will purchase (five shirts and five pairs of pants) at the same approved vendor. Employees who choose to upgrade (pants only) are responsible for the extra cost.

If an employee desires outerwear for colder weather or to work in the freezer, it also must be purchased from the same vendor.

The School Department shall issue to custodians and maintenance personnel at no cost to the employee five tee shirts, two long sleeve shirts and one sweatshirt collectively referred to as apparel of a design approved by the Superintendent that will be required to be worn by the employee while at work.

Apparel will be supplied to relevant staff and will remain the property of New Bedford Public Schools, however full responsibility for maintenance and cleanliness will remain with the employee, including exchange of damaged apparel.

Upon termination all apparel must be returned. If the apparel is not returned, the employee will be responsible to purchase the apparel at the full cost.

The New Bedford School Department understands that from time to time, the apparel will become unusable or not presentable to utilize during the course of his/her work day. The employee should bring the apparel to the Directors or his/her designee's attention for evaluation. Should the apparel be deemed in need of replacement by the Director or his designee, it will be replaced with new apparel by the New Bedford School Department.

The employee will be responsible:

- Treat the apparel with care.
- Wear the apparel at all times during work hours.
- Ensure that the apparel is kept clean and presentable at all times. Apparel should always be neat.
- Ensure the apparel is replaced if it becomes faded, ripped or torn.

The following dress code shall be established for cafeteria workers as an addendum to the contract:

Dress Code – Cafeteria

- ☐ Cafeteria workers will be provided with five pairs of pants instead of three.

- ☐ All cafeteria workers are to wear an upper button maroon golf (polo) shirt.
- ☐ No sleeveless shirts
- ☐ No stripes or designs of any kind
- ☐ Solid color only
- ☐ Pants can be worn in white only
- ☐ Aprons are optional.
- ☐ Clogs may be worn ONLY if they have the strap behind the heel.
- ☐ All shoes are to be either black or white and must have rubber soles.
- ☐ Managers – scrub tops and white lab coats

Hand tools for personnel will be replaced upon notification to the Supervisor that they have been damaged in the performance of School Department work and satisfactory evidence has been provided to the Supervisor to this effect. Employees are not required to purchase or maintain specialized tools for the performance of their work.

D. NIGHT DIFFERENTIAL

Employees working the late shift 2 PM to 10 PM on a regularly scheduled basis shall be paid a differential of an additional 7% of their regular rate of pay. Employees working the late shift 3 PM to 11 PM on a regularly scheduled basis shall be paid a differential of an additional 9% of their regular rate of pay. When the School Department establishes a custodial position with the hours of work scheduled as a 10:00 AM to 6:00 PM shift, the custodian shall be paid the 9% differential for the hours of 3:00 PM to 6:00 PM. The regular rate for overtime purposes is the weighted average of the two hourly rates of pay in accordance with federal regulations.

E. LIFE INSURANCE

The employer agrees to pay 75% of the premium for \$20,000.00 group life insurance.

F. PRO-RATED DEDUCTION

Academic year personnel shall have payroll deductions pro-rated from September to June of each year.

G. WORKING OUT OF CLASSIFICATION

Whenever an employee covered by this agreement is required by the Superintendent or his designee in writing to perform the duties normally performed by an employee of a higher grade or classification for more than five (5) days, said employee shall be paid at the higher grade and at the next step rate above his/her current position. Employees may elect to refuse to perform duties in a higher classification. No employee will be paid for working out of classification while the employee in the higher classification is on vacation. Employees working five (5) consecutive days will receive compensation from the first day except in cases of vacations or personal leave or combination thereof.

H. ASSAULT LEAVE

When an employee is injured as the result of an assault in the performance of his/her duties and must be absent from school due to such injury, the School Committee shall pay the employee his/her full salary for the first five (5) days of absence, and the employee shall not suffer loss of any sick days for this period of time. After the first five (5) day period, the School Committee shall, for the period up to thirty (30) days, pay the employee the difference of what workers' Compensation pays and the amount the employee earns on a daily basis. During this period of time, the employee shall suffer no loss of sick days. After the thirty (30) day period, the School Committee shall pay the same difference in pay of what Workers' Compensation pays and what the employee earns on a daily basis, however, the employee will lose that percentage of what the School Committee pays in sick days. Example: Workers' Compensation pays 2/3, the School Committee pays 1/3, and the employee loses 1/3 of sick day.

ARTICLE X

UNION REPRESENTATIVES

- A. A written list of union stewards and other representatives shall be furnished to the employer within ten (10) days after the execution of this Agreement and the Union shall notify the employer immediately in writing of any changes.
- B. With permission of the Superintendent, the above shall be granted reasonable time off during working hours to investigate and settle grievances.
- C. Union representatives shall be allowed to attend union meetings at the state or national level and shall be granted reasonable time for such attendance.

ARTICLE XI

HOLIDAYS

- A. The following days shall be considered to be paid holidays:

(1) For employees who work a calendar year:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Good Friday
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day

Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Years

(2) For employees who work a school year:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriots Day
Good Friday
Memorial Day
July 4th (clerks only)
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's (clerks only)

(3) For calendar year 2014 December 26, 2014 will be a paid holiday for calendar and school year employees.

B. Any employee who is required to work on a holiday for which he/she is not scheduled to work shall receive time and one-half of his/her regular hourly rate of pay for each hour worked in addition to his/her holiday pay.

C. In the event a holiday falls on a Saturday, the School Committee, at its option, may grant compensatory time in lieu of payment for the holiday on the immediately preceding Friday. If a holiday falls on a Sunday and is celebrated on the following Monday, the holiday for purposes of payment, shall be considered as falling on Monday.

D. Employees absent the day before or the day after a holiday MAY be required to provide a doctor's note to verify that the absence was due to illness, to the Superintendent or his/her designee.

E. Existing religious policy on leave will be continued.

ARTICLE XII

VACATIONS

Full time employees in the unit, except emergency employees, shall be credited as of July 1st with vacation leave with pay not to exceed the following. All vacations will be taken from July 1-June 30.

A. For less than one year's service completed on July 1st, vacation leave of one day for each calendar month, not to exceed ten (10) days. Vacation leave credit shall begin at once for employees starting work on the first working day of a calendar month, otherwise, on the first day of the following calendar month.

For school year clerical and cafeteria workers hired after September 1, 1999 having less than one year service on July 1st, vacation leave shall accrue at one-half (½) day per month not to exceed five (5) days.

B. For each of the next succeeding four (4) years completed from July 1st, following the date of employment, vacation of two (2) weeks. If an employee enters the service on the first working day of a vacation year, that year shall constitute the first of the above four years.

For school year clerical and cafeteria workers hired after September 1, 1999 for each of the next succeeding two (2) years completed from July 1st following the date of employment, vacation of five (5) days.

C. For each of the next succeeding five (5) years completed from July 1st, following the completion of the first four (4) years, vacation of three (3) weeks.

For school year clerical and cafeteria workers hired after September 1, 1999, for each of the next succeeding two (2) years completed from July 1st following the date of employment, vacation of ten (10) days.

D. Each year after the ninth such year is completed, vacation of four (4) weeks, twenty (20) days.

E. Each year after the nineteenth (19th) such year is completed, vacation leave of five (5) weeks.

F. Vacation leave of no more than one week earned in any one year shall be permitted to be carried over to a succeeding year with the permission of the Superintendent or whenever an employee is requested or ordered to postpone vacation leave in the public interest. In the event an employee is permitted or ordered to forego his/her vacation, the employee may be paid for such vacation time or be granted compensatory time. In no event may one week of vacation time be carried beyond the following vacation year.

G. Part-time cafeteria personnel shall earn vacation time based on their part time pay. All cafeteria personnel shall be granted pay in lieu of vacation time.

H. Whenever practicable, vacation will be given at the time most desired by the employee, who will be permitted to indicate his choice by order of seniority. The Superintendent of Schools, however, reserves the right to schedule vacations in the current school year, at such time, in his opinion, as will cause the least interruption.

Employees using three (3) consecutive vacation days or less shall be allowed to do so only with the approval of the Principal or of their immediate supervisor if not assigned to a school. The employee shall receive a response in less than ten (10) calendar days. In the summer months, approval shall be requested from the Business Manager. Request for three (3) days or less do not require a thirty (30) day notice to take a vacation.

I. Employees may request the Superintendent of Schools or his designee upon thirty (30) days notice to take a vacation. Whenever practicable, vacation will be given at the time most desired by the employee, who will be permitted to indicate his choice by order of seniority. The Superintendent of Schools, however, reserves the right to schedule vacations in the current school year, at such time, in his opinion as will cause the least interference. Once personal or vacation leave has been approved, it cannot be revoked except in an emergency as determined by the Superintendent or his designee.

In the event an employee is on vacation when there is a death in the family, he/she shall be eligible for funeral leave and he/she will not be charged for vacation leave.

J. Service in a municipal department upon transfer to School Department shall be credited to an employee for vacation purposes on July 1 following the transfer, provided there is no break in service.

An employee who is reinstated or reemployed in a position with the School Department from a previous position in the School Department shall be credited with his/her prior service for vacation purposes on July 1 following reinstatement, provided the reinstatement occurs within two years or less.

K. Elementary clerks and cafeteria personnel shall be given the option to be paid for twelve (12) days of vacation in lieu of payment at the end of school in June. The balance of any unused vacation will be paid at the end of the school year.

School year employees may schedule vacation during the Christmas, February and April recess so long as they schedule vacation for the entire week.

Employees will notify the Superintendent or her designee no later than December 15th if they elect this option. Failure to notify the Superintendent may result in denial of the option and vacation shall be paid in June.

ARTICLE XIII

SICK LEAVE

A. RATE OF ACCRUAL

1. Each employee, except emergency or temporary employees with ninety (90) days or less of service in any twelve (12) calendar months, shall be credited with sick leave with pay at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of service starting after the date of this Agreement. Sick leave credit will begin the first day of the month following the month in which a new employee is employed. Sick leave may be accumulated up to one hundred and eighty five (185) days.

2. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one-quarter ($1\frac{1}{4}$) work days for each full calendar month of employment. All employees, including elementary clerks, shall accrue sick leave at the rate of fifteen (15) days per year. An employee on any leave with pay or industrial accident shall accumulate sick leave credits. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for the entire month, except cafeteria personnel shall accrue sick leave during the summer months.

Employees, who have to their sick leave account a maximum accumulation of 185 days on January 1 and each January 1 thereafter, will be permitted to use no more than 15 days of sick leave during the calendar year before any deduction is made from their maximum accumulation.

Notwithstanding this procedure for sick leave use, no employee shall be paid more than 180 days in Severance Pay pursuant to Article XIII, Paragraph H.

School year clerical and cafeteria employees hired after September 1, 1999 shall not accrue sick leave during the summer months.

3. Regular employees, who are employed on a part-time basis having a minimum of twenty (20) hours per week, shall be entitled to one and one-quarter ($1\frac{1}{4}$) days of said leave per month based on a part-time day of four (4) hours duration. Part-time cafeteria personnel shall earn sick leave based on their part-time day.

4. A list of accumulated sick leave shall be posted for all employed within that department by January 31st for the previous year ending December 31st. No transfer, within the service of the City, shall affect the amount of earned sick leave credit and accumulations to which an employee is entitled to under this Article.

5. The use of sick leave shall result in the reduction of the amount of the incentive as follows and continuing each year thereafter, employees will be provided an incentive for attendance for each year in which no sick leave days are taken in an amount of \$450. The use of sick leave shall result in the reduction of the amount of the incentive as follows:

0 day of sick leave - \$450
1 day of sick leave - \$350
2 days of sick leave - \$300
3 days of sick leave - \$250
4 days of sick leave - \$200

Payment shall be made the first pay period of December of each year.

Employees who take one-half (½) days of sick leave will only have one-half days of sick leave charged against their sick leave incentive eligibility for payment.

In the event an employee is absent due to an injury that is work related that would be compensable under Workers' Compensation but for the fact that he/she was absent for less than five (5) days, use of sick leave will not be charged against his/her record of attendance for the purpose of incentive payment.

Newly hired employees after December 1 of each year who are employed for six (6) months or more during the period December 1 through November 30 will be entitled to the following sick leave incentive:

0 days of sick leave - \$225
1 day of sick leave - \$175
2 days of sick leave - \$150
3 days of sick leave - \$125
4 days of sick leave - \$100

Employees with less than six (6) months of service shall not be entitled to sick leave incentive payment.

B. REINSTATEMENT OR RE-EMPLOYMENT

An employee who is reinstated or reemployed after an absence of less than one year shall be credited with his or her sick leave credits at the termination of his or her prior employment.

C. LEAVE OF ABSENCE WITHOUT PAY

An employee having no sick leave credits, who is absent due to illness, may be placed at the discretion of the appointing authority on vacation leave or leave without pay. Such leave shall be charged on the same basis as provided above.

D. TERMINATION OR RESIGNATION

Employees whose service with the City is terminated or who have resigned shall not be entitled to any compensation in lieu of accumulated sick leave credits.

E. RETURN FROM LEAVES

Sick leave credits earned by an employee following a return to duty after leave without pay or absence without pay shall not be applied to such period of time.

F. ANTICIPATED SICK LEAVE

Notification of absences under this Article must be given to the designated representative of the appointing authority as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay.

G. PHYSICIAN'S CERTIFICATE

A department head may request a doctor's verification of an employee's condition satisfactory to the City's Physician. Medical certification will not be required to substantiate request for approval of sick leave for three (3) days or less. A doctor's verification of illness may be required by a department head regardless of duration in cases of frequent use of sick leave or when the pattern of sick leave used indicates a potential abuse of sick leave privileges or in any circumstances in which the department head determines the employee's health status constitutes an obstacle to performing his employment responsibilities. A requirement for a medical certification in substantiation of an absence due to claimed illness regardless of duration will not be invoked without first advising the employee of his questionable sick leave record and give him an opportunity to improve. If there is no improvement, the employee will be advised in writing that all future requests for sick leave must be supported by medical certification as a condition of payment. Expenses, if any, resulting from verification of illness will be the responsibility of the employee. This requirement will be periodically reviewed with the employee, at least once in every ninety (90) day period and the determination made if the requirement is to continue. In the event of illness requiring a doctor's certificate, separate certificates for each pay period shall not be required. A doctor's certificate for an illness beyond three (3) days shall be submitted before the next pay period stating the expected length of time the employee will be unable to work, and will be considered sufficient proof of illness to insure continuing receipt of sick pay. In the event an illness will exceed the length of time state by the physician, the first certificate may be extended in writing by the physician. A certification stating the date on which the employee is capable of returning to his duties shall be submitted by the employee upon his return to work.

H. SEVERANCE PAY

Each employee retired by the Retirement Board or dies after ten (10) years of satisfactory service shall receive in one lump sum fifty dollars (\$50.00) for each day of actual accumulated sick leave. Each employee who resigns with ten (10) or more years of service and with at least seventy-five (75) days of accumulated sick leave upon the effective date of resignation, shall receive in one lump sum fifty dollars (\$50.00) for each day of accumulated sick leave.

I. DISABILITY DUE TO PREGNANCY

It is agreed that whenever a female employee shall become pregnant, she shall furnish her department head with a certificate from her physician stating the approximate date of her delivery. She may continue to work so long as her physician certifies that she is able to do so, provided that the department head does not find her work performance is impaired.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under the sick leave provisions of this agreement. Sick leave policy shall be applied to disability due to pregnancy or child birth on the same terms and conditions as they are applied to other disabilities, provided that nothing in this Article shall restrict a female employee from requesting a leave of absence, without pay, under the provisions of the General Laws, Chapter 31.

J. EXTENDED ILLNESS PLAN

1. In the event that an employee with three (3) or more years of service shall be absent due to an illness or accident of an extended nature, which is verified by a physician to be twenty (20) days or longer in duration and has twenty (20) sick days available, the employee shall be entitled to benefits under the extended illness plan.

2. Such an employee who complies with the above requirements shall be entitled to an additional number of sick days at the inception of their extended illness.

3. The rate of compensation for their actual accumulated sick leave shall be full pay in accordance with current School Committee policy. The rate of compensation for the additional days in accordance with the Extended Illness Plan shall be calculated in accordance with the following formula:

RATE OF PAY TIMES ACTUAL ACCUMULATED SICK DAYS AT THE INCEPTION OF THE EXTENDED ILLNESS DIVIDED BY TOTAL POSSIBLE ACCUMMULATED SICK LEAVE SINCE INCEPTION OF EMPLOYMENT EQUALS RATE OF PAY DURING EXTENDED ILLNESS.

4. Upon return from an extended illness, an employee shall continue to be eligible for the extended illness plan in the following manner: an employee shall be entitled to additional sick days equal to the number of actual Accumulated sick days since their return to work. Said days shall be compensated at the rate of pay calculated by multiplying their daily rate of pay times the ratio of actual accumulated sick days since their illness over the total possible accumulated sick days since their return to work.

5. Continuing treatments for a prolonged illness shall qualify for extended sick leave even though the absences are not consecutive.

K. FAMILY ILLNESS

Employees eligible for sick leave shall be allowed up to eight (8) days for attendance to members of the immediate household of the employee, whose illness requires the care of such employee. Use of those days shall be deducted from the employee's annual sick leave allotment.

L. SICK LEAVE BANK

1. ESTABLISHMENT

A Sick Leave Bank shall be established for the purpose of making additional sick leave days available to employees who are not "Sick Leave Abusers", i.e., have never received a warning for excessive absenteeism, have exhausted their entire sick leave accumulation through prolonged illness and who have a serious illness or injury. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using all available time (sick days, vacation, compensatory and personal time) due the employee.

2. FUNDING

The Sick Leave Bank will be initially funded by deducting one (1) sick day from the accumulated sick leave days of each employee who has agreed to participate in the Bank and contributing such day(s) to the Bank. When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the account of each employee who has agreed to continue to participate in the Bank, without membership solicitation.

3. GRANTING OF DAYS

The initial grant of sick days from the Bank shall not exceed forty (40) days, after which the employee may reapply for additional periods of twenty (20) days. The total amount of time may not exceed one hundred eighty (180) days in the aggregate. Requests for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the employee will be absent from work.

4. MEMBERSHIP

Employees wishing to join the Bank must apply for membership on a form approved by the Sick Leave Bank Committee. New employees must have three (3) years of service or have accrued twenty (20) days of sick leave in order to be eligible to join the Sick Leave Bank. Current employees of AFSCME wishing to join the Bank must submit an application for membership to Sick Leave Bank Committee, AFSCME, Local 641, 46 Foster Street, New Bedford, MA 02740. Membership will be open to all employees after

the finish of their probationary time. Employees may join the Sick Leave Bank in November and remain a member until resignation.

5. ADMINISTRATION

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of five (5) persons; three (3) employees of the School Department who are members of AFSCME, Local 641 and two (2) members designated by the Superintendent. The Sick Leave Bank Committee shall submit a copy of the membership list with the number of days to be deducted from each member to the Human Capital Services Department and Business Office by January 31st of each year. The decisions of the Sick Leave Bank Committee shall be final and shall NOT be subject to the grievance procedure. To be able to serve on the committee, the AFSCME member has to participate in the Sick Leave Bank.

6. WORKERS' COMPENSATION

Employees who are drawing on Workers' Compensation will not be eligible to draw from the Sick Leave Bank.

7. SICK LEAVE INCENTIVE

Donations to the Sick Leave Bank shall not affect the employees' sick leave incentive.

M. WORKERS' COMPENSATION

1. An employee who sustains a work-related injury the result of which the employee is entitled to workers' compensation under M.G.L. Chapter 152, he/she shall, in addition to weekly benefits under M.G.L. Chapter 152, be entitled to take any sick leave allowance to his/her credit in accordance with M.G.L. Chapter 152, Section 69 as when added to amount of any disability payment will result in the payment to him/her of his/her full salary or wages. The use of accumulated sick leave may be used for nine (9) consecutive months from the date of injury or for the duration of the disability, whichever is lesser. If no sick leave is available to an employee, the provisions of paragraph 2 shall apply.
2. At the expiration of nine (9) consecutive months of disability employees who are not fully capable of performing the duties of their position and continues to receive workers' compensation benefits under M.G.L. Chapter 152 shall be placed on leave without pay and shall not be entitled to continue to use accumulated sick leave pursuant to paragraph 1 above.
3. If an employee is placed on leave without pay in accordance with paragraph 2 above he/she shall be required to make payment for the twenty-five (25%) percent of the cost of his/her health and life insurance and the School Department shall contribute the remaining seventy-five (75%) percent for such employee's insurance in accordance with M.G.L. Chapter 32B, Section 7(b).

ARTICLE XIV

JURY DUTY

The employer agrees to make up the difference in an employee's wages between a regular week's wages and compensation received for jury duty for any week the employee would normally be scheduled to work.

ARTICLE XV

BEREAVEMENT LEAVE

In case of death in the immediate family of an employee, the employee shall be granted an absence, with pay, of three (3) working days preceding and including the funeral. The three (3) working days leave must be taken within five (5) days immediately following the death. In the event the deceased member of the family is cremated, the funeral leave need not be consecutive days and not required to be taken within the five (5) day period from date of death.

The term "immediate family" as used in this Article means: spouse, parent, stepparent, grandparent, grandchild, son, daughter, adopted child, stepchild, brother, sister, such in-laws, significant other residing in the household of the employee, and persons for whom the employee is appointed to be responsible at the time of death whether living in the employee's household or not.

In the case of the death of an aunt or uncle, niece or nephew, the employee shall be granted the absence of one (1) working day to attend the funeral.

When an employee is on sick leave or vacation and a death occurs of a spouse, parent, child, grandchild, brother or sister of the employee, said employee shall be placed on bereavement leave in lieu of sick leave or vacation for no more than three (3) days following the date of death if the employee would be on sick leave or vacation during this period.

ARTICLE XVI

TRANSFERS AND REASSIGNMENT

1. Vacancies/Promotions

- A. Except in emergency, not to exceed thirty (30) days, when a position covered by this agreement becomes vacant which represents a lateral transfer within a classification such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications in the Office of the Executive Director of Human Capital Services and the Personnel Bulletin to be distributed to members of the Bargaining Unit. The notice of vacancy shall remain posted for seven (7) work days. Employees interested shall apply in writing within the seven day period.

- B. At the expiration of the posting period the following factors in priority shall be used by the Superintendent or his/her designee after receiving a recommendation from the principal, if applicable, in selecting the employee for a lateral transfer:

1. Work history and performance.
2. Experience in related work.
3. Education and training related to the vacant position.
4. Seniority as measured by length of service within the School Department.

In the event the Principal or Superintendent declines to approve a request for transfer under this article he/she shall state the reasons to the employee for not approving the request in writing. The candidate and the Union have the right to a meeting with the School Superintendent or his/her designee to discuss the concerns. The Superintendent will then render a decision in writing. If said employee is not satisfied with the outcome of the decision from the Principal/Superintendent, said employee shall have recourse through Article V and Article VI paragraphs A & B if applicable.

- C. The successful applicant shall remain in the position for a minimum of one (1) year before becoming eligible to request a transfer. The one year restriction on bidding shall not apply to assignments made by the administration caused by a promotion.
- D. The Department shall transfer or reassign the employee to the position no later than 30 working days following approval of the transfer by the Superintendent. The Union will receive notice within 15 working days of the approval of the transfer by the Superintendent.
- E. Trial Period. The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate if the same is available.
- F. It is mutually agreed between the parties that if no applicant is qualified, the Superintendent may fill the position from outside the bargaining unit.
- G. Assignments to positions in the Human Capital Services Department and Cafeteria Manager shall not be subject to grievance or arbitration, provided the Superintendent of Schools did not act arbitrarily or capriciously in the selection.
- H. In all cases in which the Department promotes employees within the bargaining unit from a civil service list of employees eligible for promotion, which list is issued under the provisions of M.G.L., Chapter 31, the provisions of civil service for selection shall apply for promotions. In cases where a provisional promotion is made the factors described in paragraph B above for lateral transfers shall apply.

2. Emergency Appointments

Notwithstanding the above, the Superintendent of Schools may fill a vacant position without notice during the posting period for a period of thirty (30) days, but not to exceed sixty (60) days.

3. High Lift Bucket Trucks

A crew of two employees shall be utilized when the high lift bucket truck is assigned to a job requiring the use of the bucket. The employee assigned to assist the bucket truck operator shall be the custodian on duty at the building. If there is no custodian on duty at the building, then an assignment shall be made from among the maintenance crew.

ARTICLE XVII

MISCELLANEOUS

A. SUPERINTENDENT'S NOTICES

Announcements shall be posted in a conspicuous place in the Human Capital Services Department.

A copy of the Superintendent's Bulletin and Personnel Bulletin shall be provided to members of the Union's Executive Board. The Union shall provide the Superintendent with the names and school locations of members of the Executive Board. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

B. SEVERANCE CLAUSE

Should any provision of this agreement be found to be in violation of any Federal or State Law or Civil Service rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

C. NON-DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, religion, nationality, sexual orientation or ancestry unless based upon a bona fide occupational qualification and that all such persons shall receive the full protection of this agreement.

D. UNION ACTIVITIES

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 to enter the premises at reasonable times for individual discussions of working conditions with employees, provided care is exercised by such

representatives that they do not interfere with the performance of duties assigned to the employees.

E. MANAGEMENT RIGHTS

Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority the School Committee and the Superintendent of Schools had prior to the signing of this Agreement are retained by the Committee and the Superintendent of Schools and remain exclusively and without limitation within the rights of the Committee and the Superintendent of Schools and are not subject to grievance procedure and/or negotiation during the term of this Agreement.

F. RE-EMPLOYMENT RIGHTS

Military leaves of absence shall not count as a break in service.

G. DEATH BENEFIT FOR EMPLOYEES FAMILY/ESTATE

If an employee of the New Bedford Public schools dies during employment said employees family/estate shall receive any sick leave buy out as well as any vacation and longevity payments that would be owed to said employee at their time of death as if they would be resigning or retiring on that date of death.

H. REST PERIODS

Employees work schedules shall provide for a ten (10) minute rest period during each one-half (½) shift. To the extent possible, the rest period shall be scheduled at the middle of each one-half (½) shift. The two ten minute rest periods may be combined together, with the approval of the employee's immediate supervisor, however, no combined rest period may exceed twenty (20) minutes. When practicable, work schedules shall provide a ten (10) minute personal clean-up period prior to the end of each shift.

I. PRINTING OF CONTRACT

The Union agrees to pay one-half (½) the cost of printing copies of the Agreement in booklet form to the School Committee. The contracts shall be available within ninety (90) days, subject to appropriation and departmental needs.

J. RESIDENCY

Every person first employed by the New Bedford Committee on or after June 2, 1980, in a Civil Service position, shall be a resident of the City of New Bedford. An employee subject to the residency policy, who has completed three (3) full years (36 months) of full or part-time service with the New Bedford School Department, may reside outside the City.

K. PROFESSIONAL IMPROVEMENT LEAVE

An employee may be allowed a leave of absence, without pay, for a period of one (1) year for professional improvement (college or attendance at an educational institution) with the approval of the School Committee.

L. INSERVICE TRAINING

Cafeteria workers shall receive, one day annually, in-service training as determined by the Superintendent. Clerical employees will be provided professional development opportunities annually to update their skills. These sessions shall be provided by the New Bedford School Department.

M. LUNCH PERIOD

Employees may leave the school building during his/her lunch period, but must remain on the school grounds.

ARTICLE XVIII

USE OF SCHOOL FACILITIES

- A. As a service to the community and in accordance with M.G.L. Chapter 71, Section 71, the School Committee may allow the use of public school property by individuals and private organizations for educational, recreational, social, civic, philanthropic and similar purposes that the School Committee deems appropriate.

When school facilities are used by such individuals or private organizations under the policy of the School Committee on non-school days or not during an employee's normal work schedule adequate custodial or other services may be provided at the expense of the individuals or organizations permitted to use the facilities.

Service charges for such activities will be at the rate of time and one-half the employee's regular hourly rate of pay.

- B. When school facilities are used by the School Department for sports events, meetings of teachers, pupils or other school purposes, the Superintendent or his/her designee shall determine if custodial or other services are required. If such services are required employees may be assigned to work an overtime, unless the facilities are used on regular school days during the employee's normal work hours.

ARTICLE XIX

SENIORITY

A. DEFINITION

The term "seniority" as applied in this agreement, shall mean total service rendered to the School Department as a full-time employee in a permanent, provisional or temporary position, except that employment in a temporary or provisional capacity must have led to a permanent position in a continuous and unbroken period of service. Where service has been interrupted, seniority shall be determined by the last date of employment, unless prior service is allowed under Civil Service pursuant to the rules contained in Chapter 31, Section 33 of the General Laws. In the event of a tie in seniority between employees on full time employment, seniority shall be determined by the length of any part-time service with the School Department and if there was no prior part-time service of the tie continues, then by an employee's standing on the Civil Service eligibility list when he/she was appointed.

B. REDUCTION IN FORCE

1. In the event employees in positions having the same title are to be separated from such positions, they shall be laid off according to seniority so that employees senior in length of service shall be retained the longest and reinstated in accordance with Civil Service rules first.
2. As provided by Civil Service rule, if a permanent and tenured employee is laid off, he/she may consent to be demoted (bump) to a position in the next lower title in succession in the official or labor service, as the case may be, if in such lower title there is an employee junior in length of service.
3. Nothing in this Article is intended to add to or diminish the Civil Service rights of an employee concerning a reduction in force as provided by Civil Service law.

ARTICLE XX

LICENSES

A. SPECIAL LICENSES

The Employer agrees to reimburse maintenance personnel, custodians and cafeteria workers covered hereunder for the cost of any special license required as a condition of employment for such personnel.

B. TUBERCULOSIS TEST

In the event a School Department shall require a TB test to be taken by employees handling or serving food, said test to be paid by the School Department.

ARTICLE XXI

PERSONAL DAYS

1. All permanent or provisional full time employees who have successfully completed the required probationary period of six (6) months or if a provisional employee six (6) months of service, will be eligible for three (3) paid personal leave days which may be taken during the calendar year.

Cafeteria and school year clerical workers hired after September 1, 1999 will be eligible for one (1) personal day annually for the first five (5) years of their employment. In succeeding years, they will be eligible for two (2) days annually.

2. Full time employees who become eligible for personal leave after January 1 of a calendar year will be credited with personal days in accordance with the following schedule:

<u>Date of Eligibility</u>	<u>Personal Leave</u>
January 1 - March 31	3 paid leave days
April 1 - June 30	2 paid leave days
July 1 - September 30	1 paid leave day
October 1 - December 31	0 paid leave days

3. Temporary employees with ninety (90) days or less of service in any twelve (12) calendar months or emergency employees shall not be eligible for personal leave. Permanent part-time employees shall be eligible for personal leave based upon their part-time day, e.g., an employee who regularly works four (4) hours a day shall be eligible for twelve (12) hours of personal leave annually after completion of six (6) months of service. If such six (6) months of service occurs after January 1 of a calendar year, such hours shall be reduced in the same manner as a regular full time employee as described above.

4. Request for personal leave must be submitted to the employee's immediate supervisor and approved by the Department Head on an "application for leave" form. The application must be submitted three (3) working days before the anticipated personal leave, unless the circumstances for requesting such leave did not permit the three (3) working days notice. Once personal or vacation leave has been approved, it cannot be revoked except in an emergency as determined by the Superintendent or his designee.

5. Personal leave may be requested in units of no less than one-half ($\frac{1}{2}$) day and no more than one (1) working day. A Supervisor may authorize an employee to take personal leave for two consecutive days if it does not interfere with required work in the department.

Personal leave shall not be authorized in the following circumstances:

- 1) Absences due to inclement weather, such as snowstorms.

- 2) Absences during periods when the work within a department requires the necessary staff for timely and efficient operators of the department, unless the request for personal leave is for a purpose to conduct necessary personal business that must be conducted during hours on the day requested.
- 3) Absences due to illness or injury if the employee has sick leave available for such purpose.
6. Personal leave shall not accrue from one calendar year to the next year. If personal leave is not taken in any calendar year, any unused personal leave shall be converted to sick days. An employee who terminates or resigns from employment will not be compensated for any accrued personal leave at the time of termination or resignation.
7. Calendar year employees, except employees in the Custodial or Maintenance Departments, shall be compensated for no more than two (2) emergency suspension days if the Superintendent authorizes the closing of all administrative and other school buildings. These days will not be charged to personal leave.

ARTICLE XXII

MATERNITY LEAVE

1. Any member of the Civil Service staff expecting to become a mother and wishing to continue in the service of the New Bedford Public School System, shall be granted a leave of absence, without pay, at the request of the employee prior to the normal birth of her child and to terminate not less than three (3) months after the birth of the child.
2. A maternity leave may be extended or curtailed when abnormal conditions exist; for instance, interruption of pregnancy.
3. All members shall make written request for leave of absence thirty (30) days before the leave of absence becomes effective, unless abnormal conditions exist.
4. Any female member of the bargaining unit shall be entitled to take paid sick leave for any period of disability caused by pregnancy or the termination of pregnancy. Sick leave shall be taken from accumulated sick leave and be verified by a physician. In order to qualify for such leave, the employee shall indicate her intention to return to work.

ARTICLE XXIII

CONSULTATION

The Committee agrees that once during the months of February, April, October and December prior to the fifteenth (15th) day of each said months, the Superintendent or his designee will meet with representatives of the Union for the purpose of discussing such matters as the Union determines.

ARTICLE XXIV

PERFORMANCE EVALUATION

A. In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established a performance evaluation system for all employees covered by this Agreement. Evaluations will be completed by the end of the second week of January.

B. All employee evaluations shall be in writing and shall be included in the employee's official personal file.

C. Immediate supervisors shall, after completing the evaluation, forward the evaluations for review to the appropriate reviewing official as per the below listed schedule.

WORK LOCATION

IMMEDIATE SUPERVISOR

School Clerk	Principal
School cafeteria	Food Service Manager and/or Principal
School custodian	Principal in consultation with Facilities Director
Maintenance	Facilities Director
Plant Engineers	Principal in consultation with Facilities Director
PRAB custodians	Facilities Director
PRAB clerical	Executive Director of Human Capital Services
PRAB Food Service	Food Service Manager
Cafeteria Manager	Food Service Manager

D. Formal evaluations shall be completed at least once per year for each employee, but not more than twice per year.

E. Prior to each evaluation period, the supervisor shall meet with the employees and shall inform them of the general performance dimensions and procedures to be utilized in evaluating the employee's performance.

F. At the mid-point in the evaluation period, the Supervisor shall meet with the employee to review the employee's progress.

G. At the end of the evaluation period, the Supervisor shall meet with the employee and inform the employee of the results of the evaluation. Employees shall sign the evaluation and indicate whether he/she agrees or disagrees with the evaluation.

H. Any employee who, as a result of an evaluation pursuant to this agreement, receives an overall rating of unsatisfactory shall have the right to grieve said rating through Step 3 of the grievance procedure. In the event the employee is not satisfied with the grievance response, the employee may file, through Local 641 AFSCME, a request for review of the Step 3 determination. This review shall be conducted by a tripartite panel, one person designated by the School Administration and one person by Local 641, AFSCME, who shall select a third person.

In the event the parties are unable to agree, the American Arbitration Association shall be requested to submit a panel of arbitrators pursuant to the rules of the Association.

I. The standard for review to be applied by the panel shall be whether the evaluating rating is arbitrary or discriminatory or whether it is clearly erroneous. The decision of the panel shall be final and binding. The cost of arbitration shall be shared equally between the School Committee and Local 641, AFSCME.

J. The appeal procedure provided in this agreement shall not be available to any employee who elects to appeal his/her evaluation rating under the provisions of G.L. Chapter 31, Section 6C.

ARTICLE XXV

PERMANENT INTERMITTENT EMPLOYEES

1. Employees appointed to a position under Civil Service as a permanent intermittent employee who are employable for more than ninety (90) school days in a school year, i.e., September 1st to June 30th, shall be entitled to the following benefits under the collective bargaining agreement:

a) Vacation leave shall be determined as of June 30 of the school year by establishing the hours per day an employee has worked, i.e., four or six and one-half hours per day, by identifying if the employee has worked a majority of days at either four or six and one-half hours per day. If he/she has worked a majority of days at four hours, vacation leave shall be based on a four hour day or if he/she has worked a majority of days at six and one-half hours, vacation leave shall be based on a six and one-half hour day. The daily vacation hours shall be multiplied by ten (10) days and the employee shall receive payment of vacation leave allowance in hours by dividing the number of days the permanent intermittent employee worked in the school year by the number of days a full time regular part-time employee works in a school year multiplied by the daily vacation hours the permanent intermittent employee worked in a school year.

b) For employees who do not work a school year, the above formula shall be applied to the fiscal year, July 1 through June 30 in the same manner, except that the denominator for establishing the vacation allowance shall be 260 days.

c) Clothing allowance shall be the same as regular employees.

d) The employee shall be paid for holidays set forth in Article XI that occur after he/she has worked for ninety (90) days in a school or fiscal year, as the case may be, provided the employee works three (3) or more days (excluding the holiday) in the week in which the holiday is observed or two (2) or more days (excluding the holiday) in a week in which more than one holiday is observed.

e) Employees who are employed for more than ninety (90) days in a school or fiscal year, as the case may be, shall be paid on Step 1 of the salary schedule in his/her classification beginning on the 91st day of employment. If an employee returns to the same position in the next school

year in which he/she has been paid at Step 1 of the salary schedule at the end of the previous school year, he/she shall continue to be paid at Step 1 upon his/her return rather than at the permanent intermittent rate.

ARTICLE XXVI

TERM AND EFFECT OF AGREEMENT

This agreement shall be in full force and effect for the term beginning the first day of July 2014 and ending the thirtieth (30th) day of June 2017. It shall continue in effect from year to year thereafter until either party shall notify the other in writing at least ninety (90) days prior to the end of any subsequent yearly period that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the end of the yearly term then in effect; this agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph:

"In the event that either party desires to terminate the agreement, written notice must be given the other party not less than ten (10) days prior to the desired termination date, which date shall not be before the end of the last completed yearly term of this agreement".

In Witness Whereof, the School Committee acting on behalf of the City of New Bedford and Local 641, AFSCME have caused this agreement to be signed by their duly authorized representatives on this _____ day of _____, 2014.

LOCAL 641, AFSCME

NEW BEDFORD SCHOOL COMMITTEE

