

**"A"**

**NON-UNION BENEFIT ENTITLEMENT**  
**(For Administrative Assistant to Superintendent, Accounts Payable,**  
**Transportation Coordinator, Accounts Receivable/Payroll,**  
**Treasurer, and Technology Support Staff)**  
**July 1, 2021 – June 30, 2024**

**HOURS OF WORK**

The normal starting time shall be from 7:00 - 8:00 a.m., and employees will be scheduled to work eight (8) consecutive hours (exclusive of lunch half-hour), from Monday through Friday for full-time employees. Work hours may be adjusted upon administration's recommendation.

The regular hours of work for part-time employees shall be between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work hours may be adjusted upon administration's recommendation.

All extra hours worked beyond the employee's regular schedule, must be approved in advance by the employee's immediate supervisor (subject to the approval of the Superintendent of Schools or his/her designee). Compensatory time would occur by mutual agreement and must be documented by the employee's immediate supervisor at the time of approval.

An employee may request compensatory time, equal to the rate of overtime worked (i.e. 1 hour overtime worked = 1 hour compensatory time), and the appropriate administrators may grant or deny the request. If the request is granted, the compensatory time shall be taken at a time mutually agreed upon between the employee and the administrator. If the request is denied, the employee shall be paid overtime equal to the rate of overtime worked (i.e. 1 hour overtime worked = 1 hour paid time).

If an employee is called back to work after having left his/her place of employment, he/she shall be paid a minimum of two (2) hours pay at time and one-half.

Compensatory time may be earned by an employee only where both the employee and the employee's supervisor both agree to the accrual of compensatory time rather than payment for the time worked. If the compensatory time is earned at an overtime rate, the employee will be given time off reflecting the overtime rate; if the employee earns the time at a straight time rate, compensatory time will be given reflecting the straight time rate.

**COMPENSATION AND PAYROLL DEDUCTIONS**

1. The payment plan is for twenty-six (26) payments during the course of a work year via direct deposit. Direct deposit of paychecks will be mandatory for all members.
2. Non-union will be provided with a payroll deduction slip, each paycheck showing total gross earnings, itemized deductions, and net earnings for the pay period.
3. When an employee is authorized or requested to use his/her personal automobile for travel related to his/her employment or when transporting school-related materials, he/she will be reimbursed in accordance with the I.R.S. allowed rate.
  - A. The Committee authorizes seventy percent (70%) of the Blue Cross/Blue Shield P.P.O. plan of the type presently available to Non-Union employees. The employer contribution to the H.M.O plan will be 75% with the employee contributing the remaining 25%.
  - B. The Committee authorizes seventy-five percent (75%) of the term life insurance, death and dismemberment of the type presently available to Non-Union.

- C. Whenever a Non-Union is absent from school as a result of an accident or injury arising out of and in the course of employment, he/she will be paid his/her full salary less any amount paid under Workers' Compensation from any accumulated sick leave, vacation, or personal leave, with the approval of the employee until all paid leave has been exhausted. At this point in time, the employee would be paid solely under M.G.L. Ch. 152. (Worker's Compensation Statute)
- D. Tax Sheltered Annuities will be deducted in accord with individual contracts. Newly hired "Non-Union" staff members must select among the three offered annuities with the largest number of participation.
- E. Polish National Credit Union Savings will be deducted in amounts specified by the employee.
- F. Deductions other than for life insurance and tax annuities shall be made equally in each of the first two paychecks of the month.

### **VACATIONS**

The following will be the vacation allotment for all non-union full-year employees:

**Completion of:**

Six (6) months of services –	5 days
One (1) year of service –	13 days
Five (5) years of service –	18 days
Ten (10) years of service –	23 days
Twenty (20) years of service –	28 days

The Non-Union (less than full year) employee will be entitled to eight (8) days vacation after they have completed one (1) full year of employment. Eight (8) days will be the maximum vacation days allotted per year for the less than full year Non-Union employees.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Non-Union may carry up to thirteen (13) days of vacation accumulation from one year to the next year.

Notwithstanding Paragraph 1, an employee should neither accrue nor be credited with vacation for the period of time that the employee is receiving worker's compensation benefits.

### **PAY FOR LEGAL HOLIDAYS**

- A. Holidays occurring on Sunday will be celebrated on Monday. Holidays occurring on Saturday will be celebrated on Friday. Holiday pay shall be eight (8) hours pay at straight time rate. If school is in session on Friday or Monday, Non-Union staff will be granted a floating holiday. The day before Christmas and/or the day before New Years that falls on a Saturday or Sunday will be granted as a floating holiday, other than when school is in session.
- B. An employee shall be given an additional day off when the holiday occurs during the employee's regularly scheduled vacation.
- C. When school is scheduled on a listed holiday, Non-Union will be given an additional day off.

D. For the purposes of this Agreement, the following days will be considered paid holidays:

New Years Day	Independence Day	Veterans Day
Martin Luther King Day	Christmas	Thanksgiving Day
Presidents' Day	Good Friday	Day After Thanksgiving
Patriots Day	Labor Day	Day Before Christmas
Memorial Day	Columbus Day	Juneteenth

An employee shall be ineligible for holiday pay for the period of time that the employee is receiving worker's compensation benefits.

E. If the day before Thanksgiving and New Years is a scheduled half-school day, Non-union will be released four (4) hours after their start time. If the day before Thanksgiving and New Years is not a scheduled school day, the Non-Union will have a full day off with pay.

#### **EMERGENCY CLOSINGS**

Whenever a school is closed because, in the opinion of the Superintendent of Schools, a threat to life or health hazard exists and the faculty and students are sent home, the Non-Union will also be released upon dismissal by the Superintendent or his/her designee.

#### **SNOW DAYS**

When school is closed for what is commonly called a snow day, Non-Union shall report for work at such time when traveling is deemed not to be hazardous at the discretion of the employee, provided however, that such discretion is not abused. When it is predicted that a storm may intensify during the day, the Superintendent may deem that Non-Union need not report for work. In this case, a full day's pay will be granted.

If a Non-Union chooses not to report to work even if the storm has cleared on said day, he/she will be assessed a vacation, personal, or an unpaid day. This assessment will be at the employee's determination. Earned compensatory time (if available) will be available for such occasions.

#### **JOB POSTING AND BIDDING**

When a non-union position becomes vacant, and the Committee determines to fill the vacancy, a notice of vacancy listing the pay, duties and qualifications shall be created and posted in a conspicuous place. This notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. The Committee may advertise the vacancy externally contemporaneous with the posting of the vacancy internally.

If it is mutually agreed that a current employee/applicant may be qualified, he/she shall be given a trial period of up to thirty (30) calendar days in the new position at the applicable rate of pay. During the thirty (30) calendar day trial period the employee/applicant may return to his/her previous position. If during the trial period, the Committee determines that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

#### **PROBATIONARY PERIOD**

All new employees will be placed on a six (6) month probationary period. During the six (6) month probationary period employees may be terminated for any reason.

## **SICK LEAVE**

Full-Year Non-Union will be entitled to fifteen (15) days per year for sick leave, accumulative to one hundred fifty (150) days. School Year Non-Union employees (less than 260 days) will receive ten (10) sick days per year.

### **ATTENDANCE INCENTIVE**

The following payments will be made to non-union staff who have used no more than the following number of sick leave days:

<b><u>Sick Leave Days Used</u></b>	<b><u>Payment</u></b>
0	\$500
1	\$400
2	\$300

### **SICK BANK**

The parties agree to the establishment of a sick leave bank to be administered by a Sick Leave Bank Committee. The following provisions shall apply:

Non-union who wish to participate in the sick bank may do so by donating one (1) day of their sick leave to the bank prior to September 15. Employees will be eligible to participate in the sick bank after their first year of employment if they have 15 days of sick leave as of June 30 of the prior school year with the exception of first year employees who may contribute at the end of their first year if they have accumulated ten (10) sick leave days as of June 30 (these limits do not apply for any employee or has any long-term chronic illness documented by appropriate medical information in that year.

The Bank shall consist of a maximum of seventy-two (72) sick leave days donated by employees. However, if the Bank contains seventy-two (72) days at the time that a new employee has accumulated six (6) sick leave days, the new employee shall be permitted to contribute six (6) sick leave days to the Bank, but the permanent Bank maximum of seventy-two (72) days shall not change.

An employee who does not contribute to the sick leave bank will not be eligible to use the sick leave bank. An employee who has used all of his/her sick, personal and vacation leave days may request to use sick leave days contributed to the bank (bank days) as outlined below:

- a. The employee requests that the Union petition the School Committee to permit that employee to use up to fifteen (15) bank days.
- b. The Non-Union considers the request and determines whether to petition the School Committee.
- c. If the Non-Union decides to petition the School Committee, an ad hoc Sick Leave Bank Committee, composed of one (1) School Committee member or his/her designee, two (2) members of the Non-Union, and one (1) central office administrative representative. The ad hoc Sick Leave Bank Committee will decide by majority vote whether to grant the petition.
- d. The decision of the Sick Leave Bank Committee is not subject to grievance or arbitration.
- e. A granted petition may be renewed once up to fifteen (15) bank days in the same manner as an original request.

**RETIREMENT**

A Non-Union employee upon retirement, or his/her estate upon his/her death, who have completed the following years of continuing service, will be paid for accumulated unused sick leave days as follows:

<u>Years of Service</u>	<u>Days of Sick Leave</u>
10	47
20	62
25	70
30	78

In order to qualify for this benefit upon retirement, the Non-Union employee must notify the Superintendent by January 1 of the prior school year of such retirement intentions to be effective in June of the next school year.

**TEMPORARY LEAVES WITH PAY**

Non-Union will be entitled to the following leaves of absence with pay, in addition to any sick leave to which the Non-Union is entitled, provided that reasonable notification is given to the Supervisor.

- A. A Non-Union shall be entitled to two (2) days per year for necessary business during each contract year. Notice of this is to be furnished to his/her Supervisor twenty-four (24) hours in advance, except in emergency.

At the end of each school year Non-Union with unused personal days will be compensated at a rate of \$100 per unused personal day.

- B. Up to five (5) days at any one time, to arrange for and attend a funeral in the death of the Non-Union’s spouse, parent, step-parent, legal guardian, child, step-child and up to three (3) days at any one time to arrange for and attend the funeral in the event of death of the Non-Union’s brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Similar leave of one (1) day will be granted in the event of the death of other members of the Non-Union’s family including aunt, uncle, niece, nephew, and 1<sup>st</sup> cousin. In the event of death of other persons as close as family, one (1) day may be granted at the discretion of the Superintendent of Schools.

- C. The Committee agrees to make up the difference in Non-union wages between a normal week’s wages and compensation received for jury duty, exclusive of travel or any other allowances.
- D. An employee upon return from an authorized leave of absence shall retain the accumulated and unused sick leave, seniority (for vacation purposes) and step in the salary schedule that the employee had prior to commencing the leave of absence.
- E. If an employee has been subpoenaed to attend court proceedings unrelated to the employee’s employment with the District, he or she must use a personal day. If personal days are exhausted, the cost of providing a substitute during the employee’s absence will be deducted from the employee’s pay.

**FMLA/MPLA**

The Committee shall abide by the provisions of the Family Medical Leave Act (FMLA) and M.G.L. c. 149 § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The Committee’s policies regarding the above-referenced laws will be posted in each administrative office.

Leaves eligible under FMLA and MPLA shall run concurrently with any contractual leave, and the more liberal of the provision shall apply.

Other leaves of absence without pay may be granted by the School Committee.

### MISCELLANEOUS PROVISIONS

- A. Non-Discrimination - The parties of this Agreement agree that they shall not discriminate against any person because of race, creed, color, national origin, sex or age in compliance with Federal Title IX, Massachusetts Chapter 622 or handicap in compliance with Section 504 and that such persons shall receive the full protection of this Agreement.
- B. The Committee will pay the registration fees and reasonable expenses of Non-Union employees who attend seminars, workshops, or similar programs approved in advance by the Superintendent, up to a total of \$500 annually.
- C. If criminal or civil proceedings are brought against a Non-Union employee in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceedings in accordance with School Committee liability insurance policies, which shall be maintained in effect by the School Committee during the life of this contract.

### CRIMINAL OFFENDER RECORD INFORMATION CHECKS

The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002:

CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause. In addition, CORI checks will be done prior to employment including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.

A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.

All CORI reports will be maintained in the Superintendent's office in separate confidential files including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.

The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7.

Any disciplinary action taken as a result of CORI checks including fingerprint based criminal record checks as required by M.G.L. c. 71 § 38R, as amended by H.B. 4307, §7 will be in accordance with this Agreement and/or law.

### LONGEVITY

Non-Union employees shall be eligible for the following longevity based upon their continuous service in the district:

After 15 continuous years of service to 19 years of service	= \$400
After 20 continuous years of service to 24 years of service	= \$800
After 25 continuous years of service to 29 years of service	= \$1,200
After 30 continuous years of service	= \$1,600

### **403(b) PLAN**

All Non-Union employees shall be eligible to participate in the school system's 403(b) plan.

- a. The Gateway District shall annually contribute up to two (2) percent of the Non-union's salary to the plan if the non-union contributes a matching amount. This sum shall be in addition to, and not deducted from, the salary paid to the Non-union.
- b. A non-union may contribute more money to the plan if he/she so chooses, but the Gateway District will only match the annual contribution equal to the first two (2) percent of the Non-union's salary.
- c. Non-unions must complete five (5) years of service as a non-union in the district before vesting in the 403(b) plan. A Non-union with less than five (5) years of service as a non-union in the district who leaves the system shall only recover his/her 403(b) contributions. An Non-union with five (5) or more years of service as an non-union in the district (i.e. is vested) who leaves the system shall recover all 403(b) contributions made by him/her and the Gateway District.

### **EVALUATIONS**

Employees shall be evaluated at least once each year on a form prescribed by the District. In the event the employee refuses to sign the evaluation, the employer will indicate on the evaluation that the employee refused to sign the evaluation. The evaluation will then be entered in the employee's personnel file.

7/1/21

