

Agreement

between

Millbury School Committee

and

Local 888



SEIU

Stronger Together

CTW-CLC

**School Custodians, Cafeteria
Workers and Secretarial Staff**

July 1, 2020 - June 30, 2023

www.seiu888.org

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ARTICLE 1 PARTIES

This agreement by the Town of Millbury School Committee, hereinafter referred to as the Employer, and SEIU, Local 888, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union.

All employees and management working for the Authority will be expected to conduct themselves in a professional manner with mutual respect and dignity toward one another in their place of employment while performing their duties.

ARTICLE 2 RECOGNITION

The Employer recognizes the union as the sole and exclusive Bargaining Agent for the Purposes of establishing salaries, wages, hours of work and other conditions of employment for a bargaining unit of the following employees, as certified by the Massachusetts Labor Relations Commission, MCR-455: All full-time and regular part-time non-professional employees of the Millbury School Committee employed as custodians, cafeteria workers and clerical staff including secretaries, bookkeepers, excluding the Secretary to the Superintendent, the secretary to the Business Manager, and all managerial, confidential and casual employees.

For the purpose of this contract, "Full-time Cafeteria Workers" shall be anyone working more than twenty (20) hours per week. "Part-time Cafeteria Workers" are any cafeteria workers scheduled less than twenty (20) hours per week.

For the purpose of this contract, secretarial staff are those full-time employees who are the primary support to building Principals, Assistant Principals, Directors and Central Office Administrators and whose positions require an extended work year because of duties contained within their job descriptions.

Secretarial staff are those school year employees who work extra weeks before school begins and after school ends. Full time secretaries are those school year employees working twenty (20) hours or more per week. Part-time secretaries shall be anyone working less than twenty (20) hours per week.

Effective July 1, 2022, secretarial staff will be placed on the step/grade appropriate for their job title and responsibilities. Information indicating the re-classification of Secretarial positions and the work year for both categories of employees may be found in Appendix C.

This contract excludes the position of Superintendent's Confidential Executive Assistant and the two confidential Central Office Secretaries.

ARTICLE 3 DISCRIMINATION AND COERCION

There shall be no discrimination by the Union, or foremen, Superintendent, or other agents of the Employer, against any employees because of his/her activity or membership in the Union. The

Employer further agrees that there will be no discrimination against any member for his/her adherence to any provisions of this Agreement or his/her refusal to comply with any order which would violate this Agreement.

ARTICLE 4 GRIEVANCE AND ARBITRATION

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner for each classification:

Cafeteria Workers/Cook Managers/Cafeteria Bookkeeper

1. Cafeteria Director
2. Principal
3. Superintendent
4. Arbitration

Custodians

1. Director of Buildings and Grounds
2. Building Principal
3. Superintendent
4. Arbitration

Grounds/Maintenance Workers

1. Director of Buildings and Grounds
2. Business Manager/Principal of School where assigned
3. Superintendent
4. Arbitration

Secretaries in Building Principals' Offices

1. Principal
2. Superintendent
3. Arbitration

Guidance Secretary

1. Principal
2. Superintendent
3. Arbitration

Media Specialists

1. Principal
2. Superintendent
3. Arbitration

Special Ed. Office Clerk and Secretary

1. Director of Special Services
2. Superintendent
3. Arbitration

The Union Steward and/or Representative, with or without the aggrieved employee, must file the grievance in writing with the level one (1) supervisor within five working days of the dispute. The level one (1) supervisor shall

attempt to adjust the matter and shall respond to the Steward within five (5) working days.

If the grievance has not been settled, it shall be presented in writing to the level two (2) supervisor within three working days after the level one (1) supervisor's response is due. The level two (2) supervisor shall respond to the Steward in writing within three (3) working days.

If the grievance is still unresolved and a level three (3) appeal is appropriate under the chain of appeal outlined above, the grievance shall be presented in writing to the level three (3) supervisor within three (3) working days after the level two (2) supervisor's response is due. The level three (3) supervisor shall respond to the Steward in writing within three (3) working days.

If the grievance remains unsettled, the Union may request final and binding arbitration through the State Board of Conciliation and Arbitration. Written notice must be given to the Superintendent, within five (5) working days, after the final administrative decision has been rendered if Arbitration is requested.

ARTICLE 5 MISCELLANEOUS PROVISIONS

1. Bulletin board announcements shall be posted in conspicuous places where the employees enter or leave the premises. Parties to the Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. Savings Clause — Should any provisions of the 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 the Agreement shall remain in full force and effect for the duration of this Agreement.

3. The Millbury Public Schools insures equal employment and educational opportunities for its employees and students and does not discriminate on the basis of race, color, creed, national origin or sex in compliance with Title VI and IX, or disability, in compliance with section 504/ADA or sexual orientation or gender identity in compliance with G.L. chap. 151b and 157c.

4. Access to premises — The Employer agrees to permit representatives of SEIU, Local 888 to enter the premises during school hours on occasions, mutually agreeable to the Union and the Superintendent of Schools, for individual discussions of working conditions with employees, provided that care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employee and that they notify the Superintendent of Schools office before they make contact with employees.

5. When a cafeteria worker is absent, and a hot lunch is being served, part-time workers in the building in which they work, shall be given first opportunity to fill the equivalent number of hours normally worked by the absent employee. If no employee is available, the

Cafeteria Manager will contact all substitute cafeteria workers on the list. If the Manager is unsuccessful in securing a substitute, a \$10.00 one-time stipend per day will be granted to each worker in the cafeteria and a \$20.00 one-time stipend per day will be provided to the Cafeteria Manager. In addition, the cafeteria bookkeeper will be requested to cashier in any of the three schools, when necessary and feasible. It will be the responsibility of the Superintendent's Office staff to post and advertise, periodically, in order to secure additional substitutes. This additional stipend is provided there is no substitute worker available or the substitute worker has not been refused.

Secretarial staff shall not perform the duties of cafeteria workers, except for the present practice of cashiering and bookkeeping.

6. Leave of Absence — Any employee may receive a leave of absence for a period up to one (1) year after making written requests to the Superintendent. The leave may not be used to take other work. A person may extend this leave only for medical reasons. Upon return to work, the employee shall retain all seniority and benefits.

7. Discipline and Discharge — Disciplinary measures shall include only the following:

1. Oral reprimand — in the presence of the Union Steward
2. Written reprimand — with a copy to the Union Steward
3. Suspension – with written notice to the Union Steward
4. Discharge – in writing with a copy to the Union Steward

8. the Steward shall be allowed a reasonable amount of time to conduct Union affairs and investigate and process grievances, during working hours without loss of pay. This time shall not exceed thirty (30) minutes per day, or two and one-half (2½) hours per week. In case of a major dispute, the Steward's time may be extended another two (2) hours per week.

9. All employees will receive bi-weekly paychecks, per the revised Town of Millbury Compensation Schedule, with the number of hours worked and the employee's hourly rate. Each employee must submit his/her overtime slip by 10:00 AM on the Monday following the week worked.

10. All employees will receive copies of their job descriptions.

11 All part-time custodial employees will receive pro-rated benefits.

12. All secretaries will submit weekly time sheets no later than 9:00 AM on the Monday of the following week.

13. The Employer agrees that Job postings within the clerical unit will contain "including all related tasks requested by the Superintendent or his/her designee".

ARTICLE 6 CONTRACTING AND SUB-CONTRACTING

The District will have the ability to hire subcontractors if the Union and the administration agree that the needed work cannot be performed within the time frame as specified by the Superintendent.

This Article shall not prevent the use of school volunteers to assist in the clerical functions nor shall it prevent the Superintendent of schools from hiring a temporary secretary to cover during the absence of a union secretary.

ARTICLE 7 SAVINGS CLAUSE

If any Article or Section of this Agreement, or any Addendum thereto, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of, any Article or Section should be restrained by such tribunal, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purposes of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 8 PAYROLL DEDUCTIONS FOR UNION DUES

Information Requirements

In accordance with M.G.L. c. 150E s. 5A the employer shall provide the union the following information when a prospective employee accepts an offer of employment within 10 calendar days of acceptance:

The employee's: 1) name 2) job 3) title 4) worksite location 5) home address 6) work telephone number 7) home and personal cellular telephone numbers on file with the employer 8) date of hire 9) work email address and 10) personal email address on file with the employer.

New Hire Orientation

In accordance with M.G.L. c. 150E s. 5A when the employer hires new employees into bargaining unit positions the union shall have the right, within 10 calendar days of the date of hire, to meet with the newly-hired employee for up to 30 minutes with no loss of pay or leave time.

ARTICLE 9 MATERNITY LEAVE

Employees shall be granted maternity leave and/or family and medical leave in accordance with Chapter 149, Section 105D, of The Massachusetts General Laws, and the Federal Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601, et seq.

ARTICLE 10 HEALTH INSURANCE

The Committee and the Union agree that Health Insurance premium costs will be shared in accordance with the following schedule:

	<u>Employer Share</u>	<u>Employee Share</u>
Employees hired before 7/1/20	75%	25%
Employees hired after 7/1/20	70%	30%

Pursuant to the provisions of Chapter 697 of the Acts of 1987 (The Public Employee Pension Reform Act) which was effective January 12, 1988, the Millbury School Committee agrees to make the necessary changes to its procedures to allow employee contributions to health insurance, group life insurance and any other applicable forms of insurance to be paid with pretax earnings.

A dental plan will be offered to all eligible employees at 100% employee cost. Said premium will be paid with pre-tax earnings.

ARTICLE 11 ABSENTEEISM

Absentee records shall be checked during each month. Employees absent from work more than six percent (6%) of the time of their regular work schedule within a three (3) month period shall be considered "absentees". An absence is not counted toward the six percent (6%) rule if it is (1) an absence for three (3) consecutive working days or more due to the employee's sickness or injury, substantiated by a doctor's certificate, or (2) an absence for another reason which is excused, in advance, by the supervisor at the employee's request.

The absentee shall be counseled by his/her supervisor, in the presence of the steward, to find underlying cause and to improve his/her attendance record. At the same time the absentee shall be warned that failure to reduce his/her absentee record to six percent (6%) or less shall result in a written warning. An absentee's record shall be checked each month until he/she reduces his/her record to six percent (6%) or less for a one (1) year period, at which time his/her record is clear again. After a written warning is issued, the above procedure shall be repeated and if the warned employee fails to reduce his/her absentee record each month for (1) year to six percent (6%) or less, he/she shall receive a three (3) working day suspension and be further warned that continued absenteeism shall result in discharge. If, after the foregoing two (2) warnings, the absentee fails to reduce his/her absences to six percent (6%) or less, he/she shall be discharged as unsatisfactory.

This entire section shall be subject to Article 4 of the Agreement. The Employer shall immediately inform the Union office of each action taken against an employee to allow the Union the opportunity to resolve the problem.

ARTICLE 12 CONTINUITY OF SERVICES

It is understood and agreed that the services performed by the employees included in this Agreement are essential to the efficient operation of the Millbury School System. Therefore, the Union agrees for itself and its members, that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action, at any time, which will interrupt or interfere with the service rendered by the Millbury School System. No employee shall cause or take part in any strike, work stoppage, slowdown or other action that will interrupt or interfere with the efficient operation of the Millbury School System. In the event of a violation of this article, the Union agrees to take positive steps with the employee(s) concerned to bring about a resumption of normal work. The Union, for itself and its members agrees that it will take no action in contravention of M.G.L. 150E, s9A, (a), (b).

ARTICLE 13 EDUCATIONAL COURSE REIMBURSEMENT

The Committee shall reimburse the tuition costs for courses taken by secretarial and clerical, custodial and cafeteria workers which are related to their work assignment and are taken at an acceptable institution. All such courses must have the advance approval of the Superintendent. Such reimbursement shall be made to the staff member upon evidence of satisfactory completion of course and a copy of the tuition receipted bill.

ARTICLE 14 MANAGEMENT RIGHTS

The Millbury School District Administration have the following rights and authority and may exercise such rights without bargaining with the Union: the management of the Millbury School System and the direction and control of the staff, including the right to plan, direct and control System Wide Operations; to determine the number and location of operations; to determine the means, methods, schedules of operations; to alter, rearrange, change, or discontinue its operations particularly or completely; to determine the size and assignment of the staff; to establish standards and maintain quality of performance; to establish and require employees to observe the publicized rules and regulations and reasonable standards of conduct; to direct, supervise, and evaluate employees; to determine the organization and the number of personnel of the District and its schools; to subcontract out work; to assign and transfer employees; to determine whether goods or services should be made, purchased, or leased; to hire, appoint and promote; to layoff or relieve employees due to lack of work, lack of funds, or other lawful reasons; to institute technological change; to maintain order and discipline and discharge employees. The foregoing enumeration of management's rights are not intended to be all-inclusive but indicate the type of matters or rights which belong to, and are inherent to management, and shall not be deemed to exclude other rights of management not specifically set forth. The Millbury School District, therefore, reserves all rights, unless they are limited by the language of a provision of this Agreement.

Any of the rights, powers, authority and functions of the Millbury School District has prior to the negotiation of this Agreement are retained by the School District, except as expressly abridged by a specific provision of this Agreement. The Millbury School District not exercising rights, powers, authority and functions reserved to it or its exercising them in any particular way, will

not be deemed a waiver of said rights, powers, authority and functions or of its rights to exercise them in some other way not in conflict with a specific provision of the Agreement.

The exercise of the rights contained in this Article will not be a matter subject to grievance or arbitration, except to the extent that such rights are expressly limited by a specific provision in this Agreement.

ARTICLE 15 CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement, prior to thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes, shall seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes.

ARTICLE 16 DURATION

SEIU, Local 888 and the Committee agree that future contracts shall be negotiated for a three (3) year duration.

However, if, in the opinion of either party, prevailing economic or other unforeseen conditions exist, making a three (3) year contract undesirable, then, the language addressing duration and the number of articles shall automatically be null and void.

This contract shall be effective as of July 1, 2020 and shall continue to be in effect until and including June 30, 2023. (Appendices A, B and C)

ARTICLE 17 CUSTODIANS

ARTICLE 17.1 SENIORITY

The length of continuous service of the employee in the Bargaining Unit shall determine the seniority of the employee.

Seniority will be the determining factor in all cases of transfer, lay off, preference in assignment to shift work or vacation schedule. Seniority, in addition to work history, performance and attendance, will be given consideration in all cases of promotion or increase in working hours.

Newly appointed custodial personnel shall be subject to sixty (60) days probationary period. The probationary period may be extended upon mutual consent, if necessary. Upon

successfully completing the probationary period, employees shall be entitled to all rights and privileges established under the existing contract, retroactive to the first day of employment. Retroactivity will not apply to the minimum established pay category for first year custodial employees as provided in Appendix A.

In the event of lay-offs and/or a reduction of one-third (1/3) or more scheduled weekly hours of work, seniority may be used to bump into a comparable or lesser position in order to retain earned income.

The three (3) different departments covered by this Agreement are to be treated as separate entities regarding all questions of seniority.

ARTICLE 17.2 HOURS OF WORK

The regular hours of work for custodians, shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except for interruptions for lunch periods. The starting time for these regular work hours shall be designated by the Superintendent of Schools or his/her designee.

The normal workday for custodians shall consist of eight (8) consecutive hours within the twenty-four hour period.

ARTICLE 17.3 OVERTIME

Custodial employees shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular rate of pay for work in excess of forty (40) hours in one week regardless if personal, vacation or sick days have been used during that week.

Overtime shall be equally distributed among personnel in each area except where the best interest of the Millbury School Committee, in the opinion of the Superintendent, otherwise requires. The building staff (custodians, grounds, maintenance) who primarily work at the High School will share equally in the High School overtime. The building staff (custodians, grounds, maintenance) who primarily work at the Elmwood Street School and Shaw Elementary School will share equally in the Elmwood and Shaw Schools' overtime. Management will continue the current practice of distribution of overtime and attempt to equally distribute the overtime assignments.

Violations of the overtime distribution may not be grievable. However, the custodian, grounds or maintenance staff may notify their supervisor if it is believed they have not been receiving equal distribution of overtime.

The Employer shall keep records of all overtime work.

All Custodians will be paid for all building checks at the overtime rate of time and one-half (1 1/2).

ARTICLE 17.4 HOLIDAYS

The following shall be paid holidays for custodians:

- | | |
|------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Birthday | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| July 4th | Christmas Day |
| Juneteenth | |

And any other day declared a holiday by the Governor of the Commonwealth, General Court or Town of Millbury School Committee.

If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation, with pay. Holiday pay shall be eight (8) hours of straight time.

ARTICLE 17.5 VACATIONS

The vacation year for custodial employees shall be the period July 1 to June 30, inclusive. Years of service based on the initial date of hire and said years shall be consecutive, unless an employee is on a contractual and/or authorized leave of absence. The vacation schedule is as follows:

<u>Years of Service</u>	<u>Vacation Weeks</u>
After probationary period	two weeks
After five years	three weeks
After ten years	four weeks
After eighteen years	five weeks

The period in which vacations shall occur shall extend from the regular closing of school in June, to one week before September 1st, for custodial employees. Vacation may be granted outside of the stated vacation period at the discretion of the Superintendent of Schools.

ARTICLE 17.6 SICK LEAVE

Each custodial employee hired before March 30, 1993 shall receive one and one-quarter (1 'A) sick days per month, fifteen (15) days per year, to an accumulation of one hundred sixty-five (165) days. Any accumulation which present employees have at the effective date of this Agreement shall remain in effect. If an employee is on unpaid sick leave the day before a holiday, they will not receive holiday pay.

Sick leave shall be payable only in cases of bona fide illness, accident, quarantine in the family or a doctor's certificate with one (1) day's notice. In all cases, a doctor's certificate may be required after four (4) consecutive absences or five (5) working days within a ten (10) working day period. Failure to provide such a certificate may result in salary deductions.

Upon exhaustion of accumulated sick days, leave, not to extend one (1) year shall be granted, without pay, at the request of the employee.

For all employees, sick leave may be used in order to care for an immediate family member, residing in the employee's household.

For all employees hired after March 30, 1993 and before July 1, 1998, the following sick leave accrual shall apply at the rate of ten (10) days per year: All full-time employees are eligible for a maximum accumulation of the one hundred thirty-two (132) days. All part-time employees are eligible for a maximum accumulation of sixty-seven (67) days.

For all employees hired on and after July 1, 1998, the following sick leave accrual shall apply at the rate of eight (8) days per year: All full-time employees, maximum accumulation of one hundred thirty-two (132) days. All part-time employees, maximum accumulation of sixty-seven (67) days.

Each employee who provides two months' notice of retirement and retires with unused sick leave and after fifteen (15) years of service shall be paid based on the following schedule for each unused day of sick leave. For the purpose of this article, "retire" shall mean the commencement of receipt of a retirement allowance pursuant to chapter 32 of the Massachusetts general laws:

EFFECTIVE 7/1/11 \$30.00 PER DAY OF UNUSED SICK LEAVE

ARTICLE 17.7 FUNERAL AND PERSONAL LEAVE

In the event of death in an employee's immediate family (father, mother, sister, brother, spouse or children), he/she will be granted leave with pay in the amount of three (3) working days and such leave shall not be charged to sick or vacation leave.

Employees will be granted leave with pay in the amount of two (2) working days in the event of death of grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law.

Additional days, if needed, either as non-pay days or chargeable at the employee's option, may be granted by the Superintendent.

Employees may be granted time off, for which he/she will be paid at his/her normal rate of pay, to conduct business. Such personal leave shall not exceed four (4) days in any fiscal year. Except in the case of emergency, personal leave shall be requested at least twenty-four (24) hours in advance. Employees shall notify their Department head, subject to the approval of the Superintendent of Schools.

No personal leave may be taken on any day before or after any holiday or personal vacation period or during the first ten (10) days of school or the last ten (10) days of school.

Unused personal leave will be converted to sick days at the start of each fiscal year.

ARTICLE 17.8 MATERIALS AND EQUIPMENT

The Employer agrees to provide all materials, equipment, tools and license fees required to perform the duties assigned to the employee covered by this agreement.

The Employer also agrees to provide protective equipment and clothing where the nature of the job demands that such equipment is necessary for the performance of that job. Determination of the type of equipment needed shall be made by the Superintendent of Schools.

The custodial, maintenance and ground employees will receive a clothing/footwear reimbursement of \$235.00 per year. Reimbursement will occur once receipts for such purchases are submitted to the Business Manager.

ARTICLE 17.9 JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, shift, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. The secretary and clerical postings shall be made electronically, and not necessarily posted in a conspicuous place.

ARTICLE 17.10 WAGES AND SALARIES

Salary increases as follows:

July 1, 2020 – June 30, 2021	2% increase
July 1, 2021 – June 30, 2022	1.5% increase
July 1, 2022 – June 30, 2023	1.5% increase

All workers shall receive a longevity payment of fifteen cents (\$.15) per hour for those working ten (10) to fourteen (14) years or twenty-five cents (\$.25) per hour for those working fifteen (15) to nineteen (19) years or forty cents (\$.40) per hour for those working twenty (20) or more years.

The custodial, maintenance and grounds staff shall receive an annual \$400.00 bonus each year of this contract, if they are eligible for longevity.

All longevity payments will be paid at one time by the last paycheck in May.

ARTICLE 17.11 RECALL

In the event of recall, it will be accomplished in the inverse order of layoff according to seniority and job classification.

ARTICLE 17.12 SHIFT DIFFERENTIAL

All custodial personnel performing evening work will receive a differential for hours worked of sixty-five cents (\$.65) per hour upon ratification.

ARTICLE 18 SECRETARIAL

ARTICLE 18.1 SENIORITY

The length of continuous service of the employee in the Bargaining Unit shall determine the seniority of the employee.

Seniority will be the determining factor in all cases of transfer, lay off, preference in assignment to shift work or vacation schedule. Seniority, in addition to work history, performance and attendance, will be given consideration in all cases of promotion or increase in working hours.

For secretarial workers, in the event of lay-offs and/or a reduction of ten (10) or more scheduled weekly hours of work, seniority may be used to bump into a comparable or lesser position in order to retain earned income.

The probationary period for newly hired secretarial staff will be sixty (60) days and shall not fall under this Agreement until they have satisfactorily completed it.

The three (3) different departments covered by this Agreement are to be treated as separate entities regarding all questions of seniority.

ARTICLE 18.2 HOURS OF WORK

Working hours for secretaries are as agreed to in Appendix C. The "School Year" or "SY" as defined in Appendix C shall constitute the full teacher work year, which would be the student's school year plus the professional development time. The Employer may request additional days to be worked during scheduled school vacation periods. Such a request must be made to the employee one week in advance. Appendix C is a general statement of hours of work and the work year, which may change because of economic conditions or workload

variations with prior notice to the Union to allow for impact bargaining if necessary. (SEE APPENDIX C ATTACHED)

ARTICLE 18.3 OVERTIME

Secretarial employees shall be paid overtime at the rate of one and one-half (1 1/2) time their regular rate of pay for work done in excess of eight (8) hours per day or forty (40) hours per week. Sick, personal, vacation, and funeral leave will be included in the computation of overtime. All overtime will be approved in advance by the administrator and will be submitted on a signed time sheet.

ARTICLE 18.4 HOLIDAYS

Secretarial staff will be paid for the following holidays if the holiday falls within their regular work week. These paid holidays will be deducted from the scheduled workdays additional to the school year.

- | | |
|------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Birthday | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| July 4 th | Christmas Day |
| Juneteenth | |

ARTICLE 18.5 VACATIONS

- | | |
|------------------|----------------|
| Years of Service | Vacation Weeks |
| After 5 years | one week |
| After 10 years | two weeks |
| After 15 years** | three weeks |

** Secretaries who work school year plus 35 or 40 days will receive four weeks after fifteen (15) years.

Secretaries may only take vacation time during the scheduled school vacations in December, February and April. Secretaries who work 35 or 40 days beyond the school year may take vacation time any time throughout the fiscal year, with the prior approval of the Superintendent. Paid compensation may be substituted for vacation time taken. Vacation weeks can be paid for six (6) days if there is an eligible holiday in the vacation week. However, vacation days cannot be used individually, must be used as a block of five (5) days. Vacation time will not be accumulated from year to year.

All vacation leave must be requested at least twenty (20) working days, in advance. There is no guarantee advanced notification will result in vacation pay in advance.

ARTICLE 18.6 SICK LEAVE

Secretaries hired before March 30, 1993 will receive fifteen (15) sick days per year, which will accumulate to a maximum of one hundred thirty-two (132) days. Each sick day taken will be prorated based on their regular hours worked.

If an employee is on unpaid sick leave the day before a holiday, they will not receive holiday pay.

Sick leave shall be payable only in cases of a bona fide illness, accident, quarantine in the family or a doctor's certificate with one (1) day's notice. In all cases, a doctor's certificate may be required after four (4) consecutive absences or five (5) working days within a ten (10) working day period. Failure to provide such a certificate may result in salary deductions.

Upon exhaustion of accumulated sick days, leave, not to extend one (1) year shall be granted, without pay, at the request of the employee.

For all employees, sick leave may be used in order to care for an immediate family member, residing in the employee's household.

For all employees hired after March 30, 1993 and before July 1, 1998, the following sick leave accrual shall apply at the rate of ten (10) days per year: All full-time employees are eligible for a maximum accumulation of the one hundred thirty-two (132) days. All part-time employees are eligible for a maximum accumulation of sixty-seven (67) days.

For all employees hired on and after July 1, 1998, the following sick leave accrual shall apply at the rate of eight (8) days per year: All full-time employees, maximum accumulation of one hundred thirty-two (132) days. All part-time employees, maximum accumulation of sixty-seven (67) days.

Each employee who provides a two months notice of retirement and retires with unused sick leave and after fifteen (15) years of service shall be paid based on the following schedule for each unused day of sick leave. For the purpose of this article, "retire" shall mean the commencement of receipt of a retirement allowance pursuant to chapter 32 of the Massachusetts general laws:

EFFECTIVE 7/1/11 \$30.00 PER DAY OF UNUSED SICK LEAVE

ARTICLE 18.7 FUNERAL AND PERSONAL LEAVE

In the event of death in an employee's immediate family (father, mother, sister, brother, spouse or children), he/she will be granted leave with pay in the amount of three (3) working days and such leave shall not be charged to sick or vacation leave.

Employees will be granted leave with pay in the amount of two (2) working days in the event of death of grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law.

Additional days, if needed, either as non-pay days or chargeable at the employee's option, may be granted by the Superintendent.

Employees may be granted time off, for which he/she will be paid at his/her normal rate of pay, to conduct business. Such personal leave shall not exceed four (4) days in any fiscal year. Except in the case of emergency, personal leave shall be requested at least twenty-four (24) hours in advance. Employees shall notify their Department head, subject to the approval of the Superintendent of Schools.

No personal leave may be taken on any day before or after any holiday or personal vacation period or during the first ten (10) days of school or the last ten (10) days of school.

Unused personal leave will be converted to sick days at the start of each fiscal year.

ARTICLE 18.8 MATERIALS AND EQUIPMENT

The Employer agrees to provide all materials, equipment, tools and license fees required to perform the duties assigned to the employee covered by this agreement.

The Employer also agrees to provide protective equipment and clothing where the nature of the job demands that such equipment is necessary for the performance of that job. Determination of the type of equipment needed shall be made by the Superintendent of Schools.

ARTICLE 18.9 JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, shift, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. The secretarial postings shall be made electronically, and not necessarily posted in a conspicuous place.

The Employer agrees to the practice of internal preference involving job promotions within the clerical unit. The senior most qualified applicant has the right to fill the open vacancy. Management has the right to determine the qualifications for all open vacancies. After the seven (7) day posting period, if there are not qualified internal applicants, management then has the right to fill the position from outside the clerical unit.

In the case of voluntary changes in classification, the secretarial and clerical staff has the right to bump back into their formerly held position within ten (10) working days after the transfer. Management has the right to determine whether the employee meets the qualifications of the position within the ten (10) working day period.

Article 18.10 WAGES AND SALARIES

Salary increases as follows:

July 1, 2020 – June 30, 2021	2% increase
July 1, 2021 – June 30, 2022	1.5% increase
July 1, 2022 – June 30, 2023	1.5% increase

Secretaries will receive an additional twenty-five cents (\$.25) per hour when performing duties in a higher classification in excess of four (4) days.

The secretarial staff will receive a \$300.00 stipend on their work anniversary once they have qualified for longevity, which is after five (5) years of service.

All longevity payments will be paid at one time by the last paycheck in May.

ARTICLE 18.11 RECALL

In the event of recall, it will be accomplished in the inverse order of layoff according to seniority and job classification.

Secretarial staff who have been laid off are to remain on a recall list for a period of two (2) years from the date of layoff. The Employer agrees to contact those listed, by mail, as positions become available.

ARTICLE 19 CAFETERIA

ARTICLE 19.1 SENIORITY

The length of continuous service of the employee in the Bargaining Unit shall determine the seniority of the employee.

Seniority will be the determining factor in all cases of transfer, lay off, preference in assignment to shift work or vacation schedule. Seniority, in addition to work history, performance and attendance, will be given consideration in all cases of promotion or increase in working hours.

Cafeteria personnel shall be subject to sixty (60) days probationary period. The probationary period may be extended upon mutual consent, if necessary. Upon successfully completing the probationary period, employees shall be entitled to all rights and privileges established under the existing contract, retroactive to the first day of employment. Retroactivity will not apply to the minimum established pay category for first year custodial employees as provided in Appendix A. In the event of lay-offs and/or a reduction of one-third (1/3) or more scheduled weekly hours of work, seniority may be used to bump into a comparable or lesser position in order to retain earned income.

The three (3) different departments covered by this Agreement are to be treated as separate entities regarding all questions of seniority.

ARTICLE 19.2 HOURS OF WORK

For cafeteria workers, any change in the regular working hours must be approved by the Superintendent on a recommendation by the Business Manager from the Cafeteria Director and with prior notice to the Union to allow for impact bargaining, if necessary.

These hours shall be consecutive except for interruptions either for lunch or coffee breaks as determined by the Food Service Director and shall consist of varying lengths of time according to the work schedule devised by Food Service Director and approved by the Business Manager.

ARTICLE 19.3 OVERTIME

Cafeteria employees shall not be covered by this section of the Agreement.

ARTICLE 19.4 HOLIDAYS

The following shall be paid holidays for full-time and part-time cafeteria workers:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Columbus Day	Christmas Day
Juneteenth	

ARTICLE 19.5 VACATIONS

After seven (7) years, all cafeteria staff shall receive five (5) days paid vacation. The vacation time has to be used at one time during a school vacation period. Vacation days cannot be used individually.

ARTICLE 19.6 SICK LEAVE

Each full-time cafeteria employee hired before March 30, 1993 shall receive one and one-half (1 1/2) sick days per month, fifteen (15) days per year, to an accumulation of one hundred thirty-two (132) days.

Each part-time cafeteria employee hired before March 30, 1993 shall receive six tenth (.6) sick days per month, six (6) per year, to an accumulation of sixty-seven (67) days.

If an employee is on unpaid sick leave the day before a holiday, they will not receive holiday pay.

Sick leave shall be payable only in cases of bona fide illness, accident, quarantine in the family or a doctor's certificate with one (1) days notice. In all cases, a doctor's certificate may be required after four (4) consecutive absences or five (5) working days within a ten (10) working day period. Failure to provide such a certificate may result in salary deductions.

Upon exhaustion of accumulated sick days, leave, not to extend one (1) year shall be granted, without pay, at the request of the employee.

For all employees, sick leave may be used in order to care for an immediate family member, residing in the employee's household.

For all employees hired after March 30, 1993 and before July 1, 1998, the following sick leave accrual shall apply at the rate of ten (10) days per year: All full-time employees are eligible for a maximum accumulation of the one hundred thirty-two (132) days. All part-time employees are eligible for a maximum accumulation of sixty-seven (67) days.

For all employees hired on and after July 1, 1998, the following sick leave accrual shall apply at the rate of eight (8) days per year: All full-time employees, maximum accumulation of one hundred thirty-two (132) days. All part-time employees, maximum accumulation of sixty-seven (67) days.

Each employee who provides two months' notice and retires with unused sick time and after fifteen (15) years of service shall be paid based on the following schedule for each unused day of sick leave. For the purpose of this article, "retire" shall mean the commencement of receipt of a retirement allowance pursuant to chapter 32 of the Massachusetts general laws:

EFFECTIVE 7/1/11 \$30.00 PER DAY OF UNUSED SICK LEAVE

ARTICLE 19.7 FUNERAL AND PERSONAL LEAVE

In the event of death in an employee's immediate family (father, mother, sister, brother, spouse or children), he/she will be granted leave with pay in the amount of three (3) working days and such leave shall not be charged to sick or vacation leave.

Employees will be granted leave with pay in the amount of two (2) working days in the event of death of grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law.

Additional days, if needed, either as non-pay days or chargeable at the employee's option, may be granted by the Superintendent.

Employees may be granted time off, for which he/she will be paid at his/her normal rate of pay, to conduct business. Such personal leave shall not exceed four (4) days in any fiscal year. Except in the case of emergency, personal leave shall be requested at least twenty-four (24) hours in advance. Employees shall notify their Department head, subject to the approval of the Superintendent of Schools.

No personal leave may be taken on any day before or after any holiday or personal vacation period or during the first ten (10) days of school or the last ten (10) days of school.

Unused personal leave will be converted to sick days at the start of each fiscal year.

ARTICLE 19.8 MATERIALS AND EQUIPMENT

The Employer agrees to provide all materials, equipment, tools and license fees required to perform the duties assigned to the employee covered by this agreement.

The Employer also agrees to provide protective equipment and clothing where the nature of the job demands that such equipment is necessary for the performance of that job. Determination of the type of equipment needed shall be made by the Superintendent of Schools.

The District will purchase uniform shirts for all cafeteria staff.

ARTICLE 19.9 JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, shift, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. The secretary and clerical postings shall be made electronically, and not necessarily posted in a conspicuous place.

ARTICLE 19.10 MISCELLANEOUS PROVISIONS

When a cafeteria worker is absent, and a hot lunch is being served, part-time workers in the building in which they work, shall be given first opportunity to fill the equivalent number of hours normally worked by the absent employee. In the event both cook manager and the assistant cook manger are absent on the same day, a cook manager or an assistant cook from one of the other two schools will be called to fill the position.

It is the Cafeteria Manager's responsibility to secure substitutes for any absences. After contacting all the substitutes on the list, if the Cafeteria Manager is unsuccessful in securing a substitute, a \$10.00 one-time stipend per day will be granted to each worker in the cafeteria and a \$20.00 one-time stipend per day will be provided to the Cafeteria Manager. If more than one cafeteria worker is absent at any school, and no substitute can be secured, only one stipend will be granted to each cafeteria worker for that day. Stipends will be provided only when a substitute worker is not available, or the substitute worker has not been refused. At no time will a substitute fill in for a Cook Manager or Assistant Cook Manager. Substitutes will not work more hours than the part time cafeteria workers unless previously offered to other permanent café workers in that school. It will be the responsibility of the Superintendent's Office staff to post and advertise, periodically, in order to secure additional substitutes.

The Food Service Director's secretary shall not perform the duties of the cafeteria workers, except for the present practice of cashiering.

Article 19.11 WAGES AND SALARIES

Salary increases as follows:

July 1, 2020 – June 30, 2021	2% increase
July 1, 2021 – June 30, 2022	1.5% increase
July 1, 2022 – June 30, 2023	1.5% increase

All workers shall receive a longevity payment of fifteen cents (\$.15) per hour for those working ten (10) to fourteen (14) years or twenty-five cents (\$.25) per hour for those working fifteen (15) to nineteen (19) years or forty cents (\$.40) per hour for those working twenty (20) or more years.

Full-time cafeteria staff will receive an annual amount of \$225.00 bonus and part-time cafeteria staff will receive an annual \$125.00 bonus each year of this contract, if they are eligible for a longevity payment.

All longevity payments will be paid at one time by the last paycheck in May.

ARTICLE 19.12 RECALL

In the event of recall, it will be accomplished in the inverse order of layoff according to seniority and job classification.

APPENDIX A

WAGES & SALARIES SCHEDULE				
7/1/20-6/30/23				
	EFFECTIVE 7/1/20	EFFECTIVE 7/1/21	EFFECTIVE 7/1/22	
	2.0%	1.5%	1.5%	
Assistant Chief Custodian (Yearly Stipend)	625.00	625.00	625.00	
Head Groundsman (Yearly Stipend)	1,200.00	1,200.00	1,200.00	
Senior Custodian				
High School	24.95	25.32	25.70	
Shaw School	24.61	24.98	25.35	
Elmwood St. School	24.61	24.98	25.35	
Custodians				
Shaw School	23.10	23.45	23.80	
Senior High School	23.10	23.45	23.80	
Elmwood St. School	23.10	23.45	23.80	
Annex	23.10	23.45	23.80	
Painter/Maintenance	24.95	25.32	25.70	Travel
Groundsman/Utility	23.50	23.85	24.21	\$600 .21 mile
Cafeteria				
Helper	15.74	15.98	16.22	
Assistant Cook	16.45	16.70	16.95	
Cook	16.79	17.04	17.30	
Cook/Manager	17.91	18.18	18.45	
The above listed wage increases upon their effective date shall become a permanent Part of the wage and salary structure.				

Secretary Wage Schedule
(Second and Third Year of a Three Year Contract)

APPENDIX B

SECRETARY-CLERICAL WAGE SCHEDULE
7/1/20 - 6/30/21
(FIRST YEAR OF A THREE YEAR CONTRACT)

2.00%

7/1/20 - 6/30/21

GRADE 1 GRADE 2 GRADE 3 GRADE 4

GRADE 4

24.32

HIGH SCHOOL SECRETARY
PUPIL SERVICES SECRETARY

GRADE 3

21.43

GUIDANCE SECRETARY
ELMWOOD PRINCIPAL'S SECRETARY
R.E. SHAW PRINCIPAL'S SECRETARY
HS ASST. PRINCIPAL'S SECRETARY
JR. HS ASST. PRINCIPAL'S SECRETARY
BUSINESS OFFICE SECRETARY

GRADE 2

19.52

HS SPECIAL ED. CLERK
ELMWOOD SPECIAL ED. CLERK
.5 FTE R.E. SHAW SPECIAL ED. CLERK

GRADE 1

16.75

HS ATTENDANCE CLERK
R.E. SHAW OFFICE CLERK
R.E. SHAW MEDIA CLERK
ELMWOOD OFFICE CLERK
ELMWOOD MEDIA CLERK
CAFETERIA CLERK

FY 2022 1.5% increase

7/1/21-6/30/22

	0-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25 years and above
Grade 1	\$17.36	\$17.51	\$18.02	\$18.42	\$18.79	\$19.16
Grade 2	\$21.75	\$23.44	\$23.69	\$24.62	\$24.78	\$25.24
Grade 3	\$24.68	\$25.04	\$25.53	\$26.04	\$26.56	\$27.09

FY 2023 1.5% increase

7/1/22-6/30/23

	0-4 years	5-9 years	10-14 years	15-19 years	20-24 years	25 years and above
Grade 1	\$17.62	\$17.77	\$18.29	\$18.70	\$19.07	\$19.45
Grade 2	\$22.08	\$23.79	\$24.04	\$24.99	\$25.15	\$25.62
Grade 3	\$25.05	\$25.41	\$25.91	\$26.43	\$26.96	\$27.50

APPENDIX C

NEW SECRETARY GRADES
(Effective 7/1/21)

Grade 1

High School Attendance Secretary
R.E. Shaw Office Secretary
Elmwood Office Secretary

Grade 2

High School Special Education Secretary
Elmwood Special Education Secretary
Guidance Secretary
High School Assistant Principal's Secretary
Jr. High School Assistant Principal's Secretary
Food Service Director's Secretary
Business Office Secretary

Grade 3

High School Principal's Secretary
Pupil Service's Director's Secretary
R.E. Shaw Principal's Secretary
Elmwood Principal Secretary
Library Media Specialists

APPENDIX D

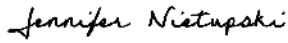
Secretarial Positions, Length of Year and Hours

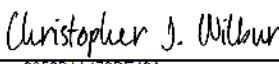
(“SY” or “School Year” shall be the full teacher work year, currently 187 days)

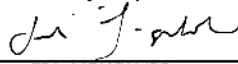
School	Position	Daily Hours	Yearly Schedule
High School			
	Principal’s Secretary	7.5	SY + 35 days
	Assistant Principal’s Secretary	7.5	SY + 35 days
	Jr. High Assistant Principal Secretary	7.5	SY + 25 days
	Guidance Director Secretary	7.5	SY +15 days
	Office Secretary	7	SY + 10 days
	Special Education Secretary	7	SY + 12 days
Shaw School			
	Principal’s Secretary	7.5	SY + 25 days
	Office Secretary	7.5	SY + 10 days
	Media Specialist	6.5	SY
Elmwood Street			
	Principal’s Secretary	7.5	SY + 25 days
	Office Secretary	7.5	SY + 10 days
	Special Education Secretary	7	SY + 12 days
	Media Specialist	6.5	SY
District Administration			
	Pupil Services Secretary	7.5	SY + 40 days
Cafeteria			
	Cafeteria Secretary	6.5	SY + 15 days

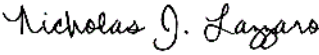
Executed this 15th day of August, 2021.


For Millbury Public Schools:

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Jennifer B. Nietupski

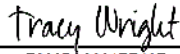
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Christopher J. Wilbur

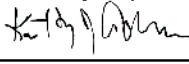
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Jessica L. Bristol

For the Union:

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Tracy Wright

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Kathy Adams

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Julia Lagerholm Candy Gauthier

Mary O'Brien

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Amanda Westerlind
