

**AGREEMENT**  
**BETWEEN THE**  
**SILVER LAKE REGIONAL SCHOOL COMMITTEE**  
**AND THE**  
**SUPPORT SERVICE EMPLOYEES**  
**OF THE**  
**SILVER LAKE REGIONAL SCHOOL DISTRICT**

**JULY 1, 2017 THROUGH JUNE 30, 2020**

## Contents

ARTICLE I .....	3
RECOGNITION .....	3
ARTICLE II .....	3
UNION DUES .....	3
ARTICLE III.....	4
GRIEVANCE PROCEDURE.....	4
ARTICLE IV .....	5
ARBITRATION .....	5
ARTICLE V .....	6
DISCIPLINE.....	6
ARTICLE VI .....	7
SENIORITY .....	7
ARTICLE VII.....	9
HOURS and OVERTIME.....	9
ARTICLE VIII.....	11
MEAL and REST PERIODS .....	11
ARTICLE IX .....	11
HOLIDAYS .....	11
ARTICLE X.....	13
VACATIONS .....	13
ARTICLE XI .....	14
SICK LEAVE .....	14
ARTICLE XII.....	15
JURY PAY.....	15
ARTICLE XIII.....	15
FUNERAL LEAVE.....	15
ARTICLE XIV.....	16
PERSONAL LEAVE.....	16
ARTICLE XV.....	16
GROUP INSURANCE PLANS .....	16
ARTICLE XVI.....	16
MISCELLANEOUS .....	16
ARTICLE XVII .....	17
CONTINUITY OF OPERATIONS .....	17
ARTICLE XVIII.....	18
MANAGEMENT.....	18
ARTICLE XIX.....	18
WAGES .....	18
ARTICLE XX.....	23
PAYROLL DEDUCTION.....	23
ARTICLE XXI.....	23
POLICY REGARDING DRUG AND ALCOHOL ABUSE .....	23
ARTICLE XXII .....	24
STORM CLOSINGS .....	24

ARTICLE XXIII.....	24
EXTENDED LEAVES OF ABSENCE.....	24
ARTICLE XXIV.....	25
DURATION.....	25
ARTICLE XXV.....	26
LONGEVITY PAYMENT.....	26
ARTICLE XXVI.....	27
REIMBURSEMENT FOR TECHNICAL TRAINING.....	27
ARTICLE XXVII.....	27
STUDY COMMITTEE.....	27

## **SILVER LAKE REGIONAL SCHOOL DISTRICT**

### **SUPPORT SERVICE EMPLOYEES**

This Agreement dated this 1<sup>st</sup> day of July, 2017, and entered into by the Silver Lake Regional School District (hereinafter referred to as the "Employer") and the Silver Lake Education Association, MTA/NEA, (hereinafter collectively referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of certain differences between the parties; and the establishment of such rates of pay, hours of work and other conditions of employment as are covered by this Agreement.

### **ARTICLE I RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full time and regular part-time custodial and maintenance employees, office clerical employees, cafeteria employees, and water treatment operators, but excluding the night security guard, head custodians, temporary employees, secretary to the Superintendent, secretaries to the Assistant Superintendents, and all managerial, confidential, casual and all other employees. The terms "employee" and "employees" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Section.

Part-time employee - Recognition Clause: Part-time employees as referred to in this contract shall mean any cafeteria employee who is working a regular schedule of less than thirty (30) hours per week.

Part-time custodians - If the employer chooses to hire part-time custodians it may do so as long as such hiring will not be used to replace full-time custodians.

### **ARTICLE II UNION DUES**

2.1 During the life of this Agreement and in accordance with the terms of the form of Authorization, the Employer agrees to deduct bi-weekly for ten (10) months the current regular membership dues levied in accordance with the Constitution of the Union from the pay of each employee who individually and voluntarily executes or has executed such form and remit the aggregate amount to the Treasurer of the Union. No deductions shall be made on account of assessments or back dues.

2.2 A Payroll Deduction Authorization Form for the deduction of dues will need to be completed and signed by the employee.

2.3 Upon written request by the Treasurer of the Union the Employer shall provide the Union with a list of dues paying members. The Employer shall be required to furnish said list a maximum of four (4) times per year.

2.4 As a condition of employment every employee covered by this agreement who is not a member in good standing of the Association shall pay or have deducted by payroll deduction an agency service fee in accordance with state law, provided, however, that in no case shall such payment be required before the thirtieth day following the date of the employee's initial employment. If an employee has a conscientious objection to the payment of such fee, that objection shall be communicated to the president of the Association. If the Association determines that such objection is valid, the employee shall contribute, in the same fashion as provided above, an amount equal to the agency service fee to the Silver Lake Education Association Scholarship Fund.

2.5 The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

### **ARTICLE III GRIEVANCE PROCEDURE**

3.1 The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement, including a grievance protesting the discharge or other discipline of an employee. All such grievances shall be handled as provided in this Article.

Step 1. The Union Steward shall present the grievance in writing to the immediate supervisor within five (5) working days after the date on which the circumstances giving rise to the grievance first became known to the aggrieved employee.

Step 2. If the grievance has not been settled in Step 1 the Union Steward shall present the grievance in writing to the Building Principal of the aggrieved employee within five (5) working days after its submission under Step 1. The grievance shall be signed by the Steward and the aggrieved employee and shall specify the provision or provisions of this Agreement alleged to have been violated. At the request of either party, the aggrieved employee shall be present at this Step. The Building Principal shall attempt to adjust the matter and shall give his/her answer in writing within three (3) working days.

Step 3. If the grievance has not been settled in Step 2, it may be presented in

writing by the Steward or the Union Representative to the Superintendent or his/her designated representative within five (5) working days.

Step 4. If the grievance has not been settled in Step 3, it may be presented in writing by the Union Representative to the School Committee (by written notice to the Chairman) within ten (10) working days after the answer of the Superintendent or his/her designated representative is due. The School Committee shall hold a hearing on the grievance and shall afford the Union an opportunity to offer evidence, to examine and cross-examine witnesses, and to present arguments orally and in writing. Within twenty (20) calendar days after the completion of evidence and argument, the School Committee shall render its decision in writing.

3.2. Grievances concerning disciplinary actions, assignments, transfers, filling of open and vacant positions involving personnel in the bargaining unit may be processed through Step 3 of the grievance procedure. If the matter is not resolved at Step 3, the Association may process the grievance under Article 4.

3.3. Grievances by non-custodian personnel shall be instituted at Step 2 within five (5) working days of the date on which the circumstances giving rise to the grievance first became known to the aggrieved employee.

3.4. No grievance shall be considered hereunder unless it is presented in writing within the time limits specified therefor in Steps 1 and 2 of the grievance procedure set forth in Section 3.1. A grievance protesting the discharge, suspension or demotion of an employee may be initiated by the Union in Step 3 provided that it is presented in writing within said time limits specified in Steps 1 and 2. A grievance must be presented in each succeeding step of the grievance procedure within the applicable time limit specified in Section 3.1 or it will be considered settled on the basis of the last answer given. If a grievance is once settled in any step of the grievance procedure, it shall be considered closed and shall not thereafter be subject to the grievance procedure or arbitration hereunder.

3.5. Settlements of grievances hereunder may or may not be retroactive as the equities of each case may demand, but in no event shall a settlement be retroactive beyond the date on which the grievance was first presented in writing to the Employer.

## **ARTICLE IV ARBITRATION**

4.1 The Union, by written notice to the Employer received within thirty (30) calendar days after the decision of the School Committee on the grievance, may request arbitration of any grievance which involved the interpretation and application of a specific provision of this Agreement, including a grievance protesting the discharge or other discipline of an employee, but only if such grievance has not been settled and has been fully processed through the

grievance procedure in accordance with Article III. Any grievance shall be considered settled on the basis of the decision of the School Committee unless the Union has the right to, and does, so request arbitration thereof within such time limit. There are expressly excluded from arbitration hereunder any questions relating to arbitrability and any matters which are excluded from arbitration by law or over which jurisdiction is vested in any public agency or tribunal. Participation by the Employer in any arbitration while reserving its rights as to arbitrability shall not constitute a waiver of its right to have the issue of arbitrability determined on its merits in appropriate court proceedings after receipt of the arbitrator's award.

4.2. If the Employer and the Union are unable to agree on the selection of any arbitrator within ten (10) calendar days after receipt by the Employer of such written request for arbitration, the Union may promptly refer the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining of said Association applicable to labor arbitration. Any arbitration hereunder shall be conducted in accordance with such rules subject to the provisions of this Agreement. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder.

4.3 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. The decision of the arbitrator, if within the scope of his/her power and authority under this Agreement and made in accordance herewith, shall be final and binding on the parties.

4.4 The arbitrator shall hold a hearing on the grievance, giving the parties a full opportunity to be heard, as soon as is practicable after his/her selection and shall endeavor to render his/her decision, in writing, within thirty (30) calendar days after the close of the hearing or after the filing of post-hearing briefs if such briefs are filed. The expenses of the arbitration proceedings, including the fees and expenses of the arbitrator, shall be borne equally by the Employer and the Union. Each party shall bear the cost of preparing and presenting its own case.

## **ARTICLE V DISCIPLINE**

5.1 The right to impose disciplinary action including discharge upon any employee shall remain the prerogative of the Employer but shall not be exercised without just cause. If an employee is suspended or discharged, the Employer shall promptly notify the employee and the Steward in writing. Any disciplinary action imposed upon an employee may be processed as a grievance in accordance with the grievance procedure hereunder.

5.2 The provisions of this Agreement shall not apply to probationary employees. Such employees shall be subject to disciplinary action including discharge at the sole discretion of the Employer, and no such action shall be subject to the grievance procedure or arbitration hereunder.

## **ARTICLE VI SENIORITY**

6.1 An employee's seniority shall begin on the date of hire of his/her employment with the District. (*Amended on October 27, 2015*)

6.2 An employee's seniority shall be equal to his/her length of continuous service with the Employer, unbroken by any of the reasons for termination of seniority specified in Section 6.3. The Employer shall prepare and keep up to date a seniority list of all employees, and agrees to post the list as of July 1 of each year.

6.3 Each new employee and each employee rehired after a termination of seniority shall be a probationary employee and shall acquire no seniority for a period of six (6) months of continuous employment from his/her last date of hiring. Upon the successful completion of such probationary period, his/her name shall be entered on the applicable seniority list as of his/her last date of hiring. If two or more employees in the same seniority group have the same seniority date, they shall draw lots to determine their order on the list.

6.4 An employee shall lose his seniority if:

- (a) he/she quits or resigns;
- (b) he/she is discharged, terminated or retired by the Employer;
- (c) he/she fails to report for work upon recall from a layoff or at the expiration of a leave of absence granted by the Employer for any purpose; or
- (d) he/she has been absent from work for any reason for a consecutive period equal to his length of employment by the Committee up to twelve (12) months.

6.5 Layoffs are made within job positions as specified in the Salary Schedule. Seniority for the purpose of layoffs is determined by time in the position. Total employment seniority in the bargaining unit is only considered when the employee is eligible to bump to a lower pay grade. The categories for bumping are as follows:

### Custodial/Maintenance Employees

No one may bump the Wastewater Treatment Plant Operator, Maintenance Custodian, or Outside Maintenance employee(s) except within their own group. The Maintenance Custodian and Outside Maintenance employee(s) are considered as one group.

Back-Up Wastewater Treatment Plant Operator may be bumped only by the Wastewater Treatment Plant Operator.

All of the above positions may bump Custodians and Part-Time Custodians.

No part-time employee may bump a full-time employee.

### Office Clerical Employees

No one may bump the Secretary to the Principal(s), Bookkeeper, or Data Processing Operator except within their own positions.

All of the above positions may bump the Secretary and Part-Time Clerical.

No part-time employee may bump a full-time employee.

### Cafeteria Employees

No one may bump the Cook, Helper, or Cafeteria Custodian except within their own positions.

No part-time employee may bump a full-time employee.

In making layoffs and recalls from layoff, the Employer may give preference to employees with greater qualifications and ability to perform the work required by the Employer, but when such qualifications and ability are equal, the Employer shall give preference on the basis of seniority. No employee shall be deemed to have ability as used in this Agreement unless he/she is fully qualified at the time to perform the required job in a satisfactory manner, without special assistance or supervision, as evidenced by his/her performance record with the Employer.

6.6 If a permanent vacancy should occur in a job classification and there are no employees on layoff therefrom, a notice of such vacancy shall be posted in a conspicuous place for three (3) working days, during which time employees in the same seniority group shall have a right to apply in writing. The Employer retains the right to select the applicant with the greatest qualifications and ability, whether or not he/she is an employee. Such determination is subject to grievance and arbitration. If two applicants are equal in qualifications and ability, the Employer shall give preference on the basis of seniority.

If a vacancy occurs and the School Committee wishes to continue the position, it will post the position within three (3) working days after the vacancy occurs, and an effort will be made to award the position within thirty (30) days.

6.7 Promotions or transfers of employees to jobs outside the bargaining unit shall be in the sole discretion of the Employer and shall not be subject to any of the provisions of this Agreement, provided that no employee shall be so promoted or transferred without his/her consent. An employee who is transferred or promoted to a job outside the bargaining unit shall not accumulate seniority while on the non-bargaining unit job. However, if he/she is later returned by the Employer to the bargaining unit, he/she shall again be credited with the seniority he/she earned while in the bargaining unit.

6.8 Nothing in this Agreement shall restrict the Employer from temporarily transferring an employee from any job classification to any other job classification. If an employee is temporarily transferred to a higher-rated job classification, he/she shall receive, for the period of such transfer, the rate of such higher-rated job classification (at the step in the schedule therefor which is equal to or next above his/her rate on his/her regular job). Such rate shall be effective as of the first day of such a temporary transfer. If an employee is temporarily transferred to a

lower-rated job classification for more than one full working day in order to provide him/her with work, avoid layoff, or otherwise for his/her convenience, he/she shall receive, for the period of such transfer, the rate of such lower-rated job classification (at the same step in the schedule therefor as his/her step in the schedule for his/her regular job). If an employee is temporarily transferred to a lower-rated job for the convenience of the Employer, he/she shall continue to receive the rate of his/her regular job for the period of such transfer.

The Employer retains the right to make a permanent transfer within the same job position at any time upon a fourteen (14) day prior notice to the affected employee.

If an employee is promoted, he/she shall receive no less than the rate of such higher rated job classification at the step in the schedule therefor which is equal to or next above his/her rate in the job classification from which he/she was promoted.

## **ARTICLE VII HOURS and OVERTIME**

7.1 (a) For regular, full time custodial and maintenance employees the normal workweek shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each.

(b) For regular, full-time cafeteria employees, the normal workweek shall be thirty (30) hours consisting of five (5) consecutive days of six (6) hours each.

(c) For regular, full time office clerical employees employed in the Administrative offices, the normal workweek shall be thirty-seven and one-half (37 ½ ) hours consisting of five (5) consecutive days of seven and one-half (7 ½ ) hours each, with a paid lunch.

(d) The Employer shall continue to have the right to establish work schedules for employees from time to time. Employees required to report to work shall be guaranteed pay for their regularly scheduled hours.

(e) For regular, full time clerical employees employed in school buildings, the normal workweek shall be forty (40) hours consisting of five (5) consecutive days of seven and one-half hours (37 ½ ) plus one-half hour unpaid lunch (2 ½ ) totaling (40). Full-time clerical workers in school buildings will receive a paid lunch period as long as the clerical worker remains available for work if needed during the lunch period.

(f) Ten (10) month secretarial and clerical workers shall adhere to the same workday schedule as twelve (12) month secretarial and clerical workers, except as mutually agreed between the parties. Ten (10) month employee benefits will be prorated based on the regularly scheduled hours of work, where they are not expressly stated in another portion of this agreement.

7.2 Regular, full-time employees who are regularly scheduled to work a shift commencing at or after 2 p.m. shall receive a shift premium of ten percent (10%) for all hours worked on such shift.

7.3 An employee shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. Overtime for second shift employees shall be based upon the second shift rate, including shift premium. Double time will be paid for the second eight (8) hours worked for employees required to work two consecutive eight (8) hour shifts. Shift differential for sick days and personal business days will be paid based upon the employee's regularly scheduled shift at the time. The employee's bi-weekly pay stub will reflect the dollar amount of any overtime pay.

7.4 There shall be no pyramiding or duplication of any premium pay or overtime pursuant to the provisions of law or of this Agreement. When work falls within two or more overtime or premium pay classifications, only the highest single applicable overtime or premium rate shall be paid.

7.5 The Employer may require any employee to work a reasonable amount of overtime. The Employer will endeavor to distribute equitably the opportunity to work available overtime, insofar as practicable, among the employees who regularly perform the kind of work in which the overtime is required. To the extent that such employees cannot take care of all such overtime work required by the Employer, other persons may be assigned thereto. This provision shall not form a basis for any claim for wages or overtime premiums for hours not worked.

7.6 Employees who leave work at the completion of their normal shift and are required to return to work shall be paid a minimum of three (3) hours at the time and one-half (1 ½ ) rate. Employees who are called in to work on the weekend or on holidays (as defined in Article IX) shall be paid a minimum of four (4) hours at the time and one-half (1 ½ ) rate.

7.7 Cafeteria employees shall be guaranteed work with pay for a maximum of four (4) early release days when teachers have in-service programs.

7.8 A substitute list shall be established and maintained in order to provide substitutes for absent custodians. The School Committee shall make every effort to employ substitutes for absent employees after one (1) week's absence.

7.9 In the cafeteria the following process will be followed with respect to the offering or assignment of additional work hours. Extra hours or overtime will be offered to cafeteria helpers according to a rotating seniority list. When the extra hours are required immediately before or after the hours of a regular shift in a school building, the hours will be offered according to a rotating seniority list among the employees working in that building. If no employee wishes to voluntarily work the offered hours, the hours will be assigned according to an inverse rotating seniority list starting with the least senior employee. Employees shall be entitled to their regular rate of pay for these assignments.

If the extra hours or overtime are being offered on an in-service day or on a day when the employees are not regularly scheduled to work, the extra hours or overtime will be offered to all cafeteria helpers from a master seniority list on a rotational basis. If no employee on the list wishes to voluntarily work the extra hours or overtime, the hours will be assigned according to an inverse rotating seniority list starting with the least senior employees. Employees shall be

entitled to overtime pay for these assignments.

The rotation on the seniority lists will begin at the top of the list at the commencement of each school year and will continue to rotate until the conclusion of each school year.

## **ARTICLE VIII MEAL and REST PERIODS**

8.1 The Employer shall grant, to each regular employee who is scheduled to work a minimum of six (6) hours per day a paid lunch period of not more than thirty (30) minutes during which the employee shall be on call. Whenever practicable, such periods shall be scheduled at or near the middle of the employee's shift (except in the case of eligible employees scheduled to work less than seven and one-half (7½) hours per day).

8.2 The Employer shall grant each regular employee who is scheduled to work a minimum of six (6) hours per day a ten-minute paid rest period during each full shift. Whenever practicable, such rest period shall be scheduled near the middle of the first half of the employee's shift.

8.3 On non-school and vacation days school secretaries may work from 7:00 a.m. to 2:30 p.m. instead of 7:00 a.m. to 3:00 p.m. if they submit a written request to waive their one-half hour paid lunch period.

Administration reserves the right to change starting times and schedules for building secretaries and Administrative Office secretaries to provide for greater coverage through staggered hours. Starting times shall be between 7:00 a.m. and 8:30 a.m.

Summer hours for secretaries will be from 7:30 a.m. to 3:00 p.m. in the Administrative Building only.

## **ARTICLE IX HOLIDAYS**

9.1 Holiday pay shall be given as follows to eligible regular employees who are regularly scheduled to work thirty (30) hours or more per week, provided that such holiday falls on a day which would be a scheduled workday for such employee if it were not a holiday:

Secretarial, Custodial, Maintenance

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Patriot's Day  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving  
Day after Thanksgiving

Christmas

Cafeteria Employees

Martin Luther King Day  
Good Friday  
Memorial Day  
Labor Day

Columbus Day  
Veterans' Day  
Thanksgiving  
Day after Thanksgiving

Each such holiday shall be observed hereunder on the day established for its observance by Massachusetts Law. Should a holiday fall on a non-workday then the Committee and the Union agree to mutually decide upon compensatory time. If compensatory time is not an option, eligible employees will receive a day's pay in lieu of compensatory time.

9.2 In order to be entitled to holiday pay for a particular holiday, such employee in all cases must:

- (a) have completed thirty (30) days
- (b) have worked as required on both his/her last scheduled workday immediately preceding the holiday and his/her next scheduled workday immediately following the holiday unless his/her failure so to work is excused for justifiable reason; and
- (c) have performed some work for the Employer during the workweek in which the holiday occurs or, if he/ she is on paid vacation for that week, during the last workweek prior to his/her vacation.

Such employee shall not be eligible for holiday pay for a holiday if it occurs during a school vacation period during which he/she is not working (unless he/she is on paid vacation at the time of the holiday).

9.3 Secretarial and Custodial employees shall be required to work only ½ day before Thanksgiving and Christmas, and the employees will still be entitled to a full day of pay. In order to receive this pay the ½ day must fall on a regular work day.

9.4 Holiday pay shall be computed on the basis of the employee's regular straight-time hourly rate multiplied by the number of regular hours of the shift not to exceed eight (8) which the employee would be regularly scheduled to work on that day if it were not a holiday. Part-time employees working fifteen (15) or more hours per week are to receive sick days and holidays on a pro rata basis based on regular hours scheduled per day multiplied by the employees regular straight time hourly rate.

9.5 Night shift custodians will report for work at twelve noon and finish at 8:00 p.m. on the day before Thanksgiving. The night shift differential will apply on that day. This clause will apply when the day before Thanksgiving is a half day for students.

9.6 If one of the above holidays occurs during the paid vacation period of an employee who is eligible for holiday pay therefore, he/she shall receive holiday pay for such holiday in addition to his/her vacation pay. The Employer may, at its discretion, give such employee an additional day off.

9.7 When an employee is required to work on any of the above holidays while school is not in session, he/she shall be paid for such work at the time and one half in addition to any holiday pay to which he/she may be entitled hereunder. When school is in session on Good Friday or Martin Luther King's Birthday an employee is required to work and he/she shall be paid at his/her regular straight time hourly rate only for such work.

## ARTICLE X VACATIONS

10.1 Each employee shall be granted a vacation without loss of pay in each calendar year in accordance with his/her continuous service as of his/her anniversary date of such year, provided that he/she has actually worked for the Employer for the required number of weeks during the twelve (12) consecutive months preceding such year as indicated in the following schedule. For those employees not eligible according to the above regulation, vacation days will be awarded at one (1) per month at the end of each month worked prior to July 1, of the contract year.

Type of Eligible Employee	Required Weeks of Work Service	Less Than 5 Years of Continuous Service	5 to 9 Years of Continuous Service	10 Years or more of Continuous Service	15 Years or more of Continuous Service
10-month employee	24 weeks	8 days	12 days	16 days	18 days
12-month employee	30 weeks	10 days	15 days	20 days	22 days
Type of Eligible Employee	Required Weeks of Work Service	Over 20 Years of Continuous Service			
10-month employee	24 weeks	20 days			
12-month employee	30 weeks	25 days			

10.2 Each day of vacation pay for an eligible employee shall be computed on the basis of the employee's regular straight-time hourly rate times one-fifth (1/5) of the number of regular hours per week which the employee is regularly scheduled to work (but not to exceed eight (8) hours). An eligible employee who works a night shift during the school year but not during the school summer vacation period shall have a shift premium of eight per cent (8%) only included in the calculation of his vacation pay.

10.3 The Employer shall assign vacation time off during the school summer vacation period or at such other times as in its opinion will cause the least interference with the performance of the work of the District. In the event that more employees in a job classification want the same vacation time off than can be conveniently spared by the Employer for operating reasons, the Employer will grant such time off to the number of such employees who can be conveniently spared, in the order of seniority. The Employer may grant vacation time off without pay to any employee in excess of any vacation time off to which they may be entitled hereunder.

10.4 Whenever the employment of an employee is terminated, other than by discharge, on or before June 30 of any calendar year, he/she is entitled to a prorated vacation in accordance with Section 10.1. He/she (or in the case of his/her death, his/her estate) shall be paid at his/her regular rate of pay payable to him/her at such termination, an amount equal to such prorated unpaid vacation pay, provided that no monetary or other allowance has already been made therefore.

## **ARTICLE XI**

### **SICK LEAVE**

11.1 Each regular employee, beginning upon the completion of his/her probationary period, shall be entitled to one and one fourth (1 1/4) days of paid sick leave for each month actually worked by him/her. Probationary employees shall receive retroactive sick days at the rate of one and one fourth (1 1/4) days per month after completing probationary period for use for sickness occurring during probationary period. For twelve (12) month employees the maximum sick leave accumulation shall be two hundred (200) days effective July 1, 2005. For ten (10) month employees the maximum sick leave shall be one hundred seventy-five (175) days effective July 1, 2005. An employee on paid sick leave shall receive his/her regular straight-time hourly rate multiplied by the number of hours per day not exceeding eight (8) which he/she would otherwise have worked. However, for any period for which an employee is entitled to receive Workmen's Compensation benefits, he/she shall be paid only the difference between such Workmen's Compensation benefits and the sick leave pay to which he/she would otherwise be entitled, and his/her sick leave account will be charged with the number of hours of pay which he/she received.

11.2 Sick Leave shall be granted and taken only when the employee is prevented from working because of his/her valid sickness or injury or the quarantine of his/her family. To be eligible for paid sick leave, an employee must report the illness to the Employer before the starting time of his/her shift on the first day of absence from work because of such illness, unless he/she is unable so to report by that time in which case he/she shall do so as soon as possible. If the Employer so requests, the employee must furnish satisfactory evidence that he/she was prevented from working because of the illness. The Employer may require the employee to furnish a doctor's certificate in case of an absence of five (5) or more consecutive workdays or repeated absences of short duration, or in accordance with the provisions of the F.M.L.A. of 1993. An employee who misuses paid sick leave shall be subject to disciplinary action. Part-time employees working fifteen (15) or more hours per week are to receive sick days and holidays on pro rata basis based on regular hours scheduled per day multiplied by the employee's regular straight time hourly rate.

11.3 Maintain on a mandatory basis, a sick leave bank to be available for use by employees. All employees will donate two (2) days initially with bank replenished by additional one (1) day contribution when exhausted. Substitute employees are not eligible to participate. No more than thirty (30) days to be given as an initial grant. Sick Leave Bank Committee to be made up of two (2) representatives selected by the School Committee and two (2) by the Association. The vote shall be in favor of applicant. Criteria to be utilized by Committee in administering bank and determining eligibility; 1) adequate medical evidence of serious illness; 2) prior utilization of sick leave; 3) length of service in the School District; 4) propriety of use of various sick leave. The decision of Sick Leave Bank Committee is final and binding and not subject to appeal. If an employee has unused sick days in a school year from his/her annual entitlement, such sick day or days up to a maximum of two (2) sick days shall be contributed to the sick leave bank, provided the employee has accumulated the maximum number of sick days.

11.4 Up to three (3) days leave, to be deducted from sick leave, to be used when the serious illness of spouse, son, daughter or member of the permanent household requires the personal care of the employee. For such leave, a statement of circumstances shall be submitted by the employee to the Superintendent or his/her designee. More than the above number of days may be granted to the employee at the discretion of the Superintendent. The Superintendent's decision is not subject to the grievance and arbitration procedure.

## **ARTICLE XII JURY PAY**

12.1 The Employer agrees to pay an employee who serves on jury duty for scheduled hours less the amount received for jury duty, provided jury duty pay vouchers are submitted to document jury service and pay received. If an employee is excused or released from jury service during the regular workday, he shall return to work.

## **ARTICLE XIII FUNERAL LEAVE**

13.1 In the event of the death of an employee's spouse, child, parent, the employee shall be granted a leave of absence for a period not to exceed five (5) working days immediately following such death. In the event of the death of an employee's step-parent, step-child, brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, father-in-law, mother-in-law, son-in law, or daughter-in-law the employee shall be granted a leave of absence for a period not to exceed three (3) working days immediately following such death. If an employee's brother-in-law or sister-in-law dies and the funeral is on one of the employee's working days, the employee shall be granted a leave of absence not to exceed one (1) working day for the purpose of attending the funeral. An employee who is granted such funeral leave shall be paid the amount of any straight-time earning lost to him/her which he/she would otherwise have earned during the period of such leave. At the discretion of the Superintendent, additional time may be granted but such additional time will be deducted from accumulated sick leave.

**ARTICLE XIV  
PERSONAL LEAVE**

14.1 The Employer shall grant all twelve-month employees two (2) day with pay for the purpose of conducting necessary and important personal business provided that the employee submits a timely written request in advance setting forth reason therefore. It will be up to the Superintendent's discretion whether to allow employee(s) such days preceding or following holidays or vacation periods.

The Employer shall grant all ten-month employees two (2) day with pay for the purpose of conducting necessary and important personal business without deduction from sick-day accumulation provided that the employee submits a timely written request in advance setting forth reason therefore. It will be up to the Superintendent's discretion whether to allow employee(s) such days preceding or following holidays or vacation periods.

**ARTICLE XV  
GROUP INSURANCE PLANS**

15.1 The Committee shall pay fifty percent (50%) of the cost of a group term life insurance and accidental death and dismemberment policy, of the type presently in effect, for the face value of the base salary of an employee, rounded to the nearest one thousand dollars (\$1,000). The policy shall have a minimum value of twenty-five thousand dollars (\$25,000) and a maximum value of fifty thousand dollars (\$50,000). An employee may purchase additional term life insurance at one hundred percent (100%) of the cost and to a limit set by the insurance provider. Payroll deduction shall be provided for the additional premiums paid. This agreement shall be subject to all provisions set by the insurance provider regarding enrollment.

15.2 For current rates and plans please see the Benefits Coordinator.

15.3 If the employee elects, all premiums for health insurance shall be deducted from the employee's pay in pre tax dollars in accordance with Section 125 of the Internal Revenue Service Regulations.

15.4 Retired employees or surviving spouse may continue to participate in the health insurance program as outlined in this Article, in accordance with Chapter 32B, 9A and 9B.

**ARTICLE XVI  
MISCELLANEOUS**

16.1 The Employer shall provide bulletin boards for the posting of notices relating to official Union business. One such bulletin board shall be located at the high school, the middle school, and the administration building. Such bulletin boards shall not be used for denunciatory or inflammatory material or political propaganda.

16.2 This Agreement contains and constitutes the complete and entire agreement between the parties. No additions, waivers, deletions, changes, or amendments of this Agreement shall be made during the life of this Agreement except by mutual written consent of the parties. Should any provision of this Agreement be or become invalid because of any existing or future provision of law, court decision or State or Federal administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

16.3 The Employer and the Union each agrees that it will not discriminate against any person because of race, color, religion, national origin, sex or age in violation of any applicable Federal and State laws and regulations.

16.4 The Employer agrees to permit representatives of the Union to enter the premises of the Employer at reasonable times for the purpose of adjusting grievances and investigating working conditions, provided that care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. Whenever possible, such representative shall make an appointment with the Superintendent's Office in advance for such visits. In any event, such representative shall, on arrival at the Employer's premises, clear through the regular procedures for receiving visitors.

16.5 Cafeteria employees shall not be required to wear uniforms, but shall be appropriately dressed in white or colored tops with dark slacks or skirts, and shall be in compliance with the Department of Public Health Regulations. If the cafeteria workers are required to wear uniforms, the Committee will furnish an appropriate uniform at no cost to the employee.

16.6 Custodial and maintenance employees shall be required to wear an appropriate uniform which will be provided by the Committee at no cost to the employee. In addition, those employees who are regularly assigned duties outside will be provided with foul weather gear at no cost.

16.7 (1) Custodial and maintenance shall be supplied with six (6) sets of uniforms (pants and shirts) per contract year prior to the start of the new school year.

(2) Custodial, maintenance, and cafeteria custodians shall be issued a three (3) season jacket. Replacement of the three (3) season jacket shall be determined based upon the visual inspection of the supervisor.

## **ARTICLE XVII**

### **CONTINUITY OF OPERATIONS**

17.1 The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sit-down, slowdown, withholding of services, boycott (whether primary or secondary), picketing, demonstration at the Employer's premises, or any other direct or indirect interference with the Employer's operations. The Employer agrees not to conduct a lockout.

17.2 The Employer may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance procedures or arbitration hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct.

17.3 In the event of a violation of this Article, the Employer or the Union, as the case may be, may institute legal action immediately against the other.

## **ARTICLE XVIII MANAGEMENT**

18.1 Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, responsibility and duties of the Employer under the laws of the Commonwealth of Massachusetts or the lawful by-laws of, the District or of any of the Member Towns are retained by and reserved exclusively to the Employer including, but not limited to, the rights: to manage the District, to determine the methods and processes of operation, to contract out any work, to determine the size of and direct the activities of the working force; to determine the schedules and hours of work, subject to the provisions of the Fair Labor Standards Act, and the assignment of employees to work, to establish new job classifications and job duties and functions and to change, re-assign, abolish, combine and divide existing job classifications and job duties and functions; to determine the qualifications for all jobs, to require from each employee the efficient utilization of his services; to hire, promote, demote, transfer, discipline, suspend and discharge employees; to relieve employees from duty for lack of work or other legitimate reasons; and to prescribe and enforce reasonable rules and regulations pertaining to operations and the conduct of employees.

## **ARTICLE XIX WAGES**

19.1 The wage schedules set forth (see Appendix A) shall become effective as of the dates indicated, respectively. In cases in which there are several steps in the wage schedule for a job classification, each step represents one (1) full year's experience in that job classification. However, the Employer may pay a new employee above the minimum rate for his/her job classification in recognition of his/her experience in comparable work elsewhere as determined by the Employer. If an employee is promoted to a higher-rated job classification and has had substantial experience in comparable work in another job classification, the Employer may pay him/her above the minimum rate for such higher-rated classification. If an employee is below the maximum step on the schedule for his/her job classification, he/she will advance to the next higher step on his/her next anniversary date, which for this purpose means the first day of the month in which his/her continuous employment in the job classification began.

19.2 Regular, part-time clerical employees hired prior to 1982 who are scheduled to work thirty-five (35) hours or more per week will be paid at their current step at the hourly wage of clerical employees who work thirty-seven and one-half (37 ½) hours per week.

19.3 Any employee that is employed by the School District under this contract as of the date of ratification will receive a one-time Service Award of \$300.00 within 30 days of ratification of the successor contract. This applies for only the 2017-2018 school year.

SILVER LAKE REGIONAL SCHOOL DISTRICT  
SUPPORT SERVICE EMPLOYEES  
SALARY SCHEDULE  
2017-2018

	Step 1	Step 2	Step 3	Step 4
<b>CUSTODIAN/MAINTENANCE EMPLOYEES</b>				
Custodians	\$ 22.52	\$ 23.19	\$ 23.99	\$ 24.79
Wastewater Treatment Plant Operator	\$ 30.48			
Back-Up Wastewater Treatment Plant Operator	\$ 26.50	\$ 27.30	\$ 27.98	\$ 28.61
Maintenance Custodian	\$ 23.32	\$ 24.39	\$ 24.91	\$ 25.59
Outside Maintenance	\$ 23.46	\$ 24.11	\$ 24.91	\$ 25.59
Part-time Custodian	\$ 20.40	\$ 20.94	\$ 21.73	\$ 22.40
<b>OFFICE CLERICAL EMPLOYEES</b>				
Secretary	\$ 22.52	\$ 23.32	\$ 23.99	\$ 24.79
Secretary to the Principal	\$ 23.64	\$ 24.30	\$ 25.09	\$ 25.74
Bookkeeper	\$ 23.64	\$ 24.30	\$ 25.09	\$ 25.74
Data Processing Operator	\$ 23.05	\$ 23.86	\$ 24.62	\$ 25.43
Part-time Clerical	\$ 19.75	\$ 20.81	\$ 21.46	\$ 22.12
<b>CAFETERIA EMPLOYEES</b>				
Cook/Manager	\$ 19.87	\$ 20.40	\$ 21.06	\$ 21.73
Helper	\$ 14.57	\$ 15.24	\$ 15.90	\$ 17.23
Cafeteria Custodian	\$ 16.04	\$ 16.69	\$ 17.48	\$ 18.41

SILVER LAKE REGIONAL SCHOOL DISTRICT  
 SUPPORT SERVICE EMPLOYEES  
 SALARY SCHEDULE  
 2018-2019

	Step 1	Step 2	Step 3	Step 4
<b>CUSTODIAN/MAINTENANCE EMPLOYEES</b>				
Custodians	\$22.97	\$23.65	\$24.47	\$25.29
Wastewater Treatment Plant Operator	\$31.09			
Back-Up Wastewater Treatment Plant Operator	\$27.03	\$27.85	\$28.54	\$29.18
Maintenance Custodian	\$23.79	\$24.88	\$25.41	\$26.10
Outside Maintenance	\$23.93	\$24.59	\$25.41	\$26.10
Part-time Custodian	\$20.81	\$21.36	\$22.16	\$22.85
<b>OFFICE CLERICAL EMPLOYEES</b>				
Secretary	\$22.97	\$23.79	\$24.47	\$25.29
Secretary to the Principal	\$24.11	\$24.79	\$25.59	\$26.25
Bookkeeper	\$24.11	\$24.79	\$25.59	\$26.25
Data Processing Operator	\$23.51	\$24.34	\$25.11	\$25.94
Part-time Clerical	\$20.15	\$21.23	\$21.89	\$22.56
<b>CAFETERIA EMPLOYEES</b>				
Cook/Manager	\$20.27	\$20.81	\$21.48	\$22.16
Helper	\$14.86	\$15.54	\$16.22	\$17.57
Cafeteria Custodian	\$16.36	\$17.02	\$17.83	\$18.78

SILVER LAKE REGIONAL SCHOOL DISTRICT  
SUPPORT SERVICE EMPLOYEES  
SALARY SCHEDULE  
2019-2020

	Step 1	Step 2	Step 3	Step 4
<b>CUSTODIAN/MAINTENANCE EMPLOYEES</b>				
Custodians	\$23.43	\$24.12	\$24.96	\$25.80
Wastewater Treatment Plant Operator	\$31.71			
Back-Up Wastewater Treatment Plant Operator	\$27.57	\$28.41	\$29.11	\$29.76
Maintenance Custodian	\$24.27	\$25.38	\$25.92	\$26.62
Outside Maintenance	\$24.41	\$25.08	\$25.92	\$26.62
Part-time Custodian	\$21.23	\$21.79	\$22.60	\$23.31
<b>OFFICE CLERICAL EMPLOYEES</b>				
Secretary	\$23.43	\$24.27	\$24.96	\$25.80
Secretary to the Principal	\$24.59	\$25.29	\$26.10	\$26.78
Bookkeeper	\$24.59	\$25.29	\$26.10	\$26.78
Data Processing Operator	\$23.98	\$24.83	\$25.61	\$26.46
Part-time Clerical	\$20.55	\$21.65	\$22.33	\$23.01
<b>CAFETERIA EMPLOYEES</b>				
Cook/Manager	\$20.68	\$21.23	\$21.91	\$22.60
Helper	\$15.16	\$15.85	\$16.54	\$17.92
Cafeteria Custodian	\$16.69	\$17.36	\$18.19	\$19.16

**ARTICLE XX**  
**PAYROLL DEDUCTION**

20.1 Payroll deduction to Plymouth County Teachers Federal Credit Union upon written authorization.

**ARTICLE XXI**  
**POLICY REGARDING DRUG AND ALCOHOL ABUSE**

21.1 The Silver Lake Regional School Committee considers drug/alcohol abuse a treatable illness and, as such, the School Department would work with the employee and his/her representatives if such an illness occurs. It is the policy of the Committee to provide employees with a working environment that is free of the problems associated with the use and abuse of drugs and alcohol. The use of drugs/alcohol is inconsistent with the behavior expected of employees and subjects the Committee to problems that would diminish the Committee's ability to provide an appropriate educational environment. The Committee is obligated, under the federal Drug Free Workplace Act of 1988 (DFWA) to put these policies in writing, circulate them and provide a drug free awareness program. The policies are applicable to all employees including administrators and supervisors.

21.2 Policies applicable to all employees - The non-prescriptive use, sale, possession, distribution, dispensation, manufacture, or transfer of drugs, controlled substances\* or alcohol on school property or other work site where employees may be assigned during working hours is strictly prohibited. Further prohibited is the use, sale, possession, distribution, dispensation, manufacture or transfer of drugs or alcohol on non-working time to the extent such use impairs an employee's ability to perform his/her job or when such use, sale, possession, distribution, manufacture or transfer affects the ability of the Committee to provide a proper educational environment.

21.3 Employees who violate the Committee's drug free work place policy may be subject to discipline. However, the Committee, at its option, may require an employee together with, or instead of disciplinary action, to successfully complete a drug abuse assistance or similar program as a condition of continued employment. The Committee encourages employees afflicted with alcoholism/drug abuse to undergo a program designed to rehabilitate the employee. If the employee refuses to avail him/herself of assistance, and alcoholism/drug abuse impairs work performance, attendance, conduct, or reliability, the usual disciplinary procedures for dealing with problem employees will be used.

21.4 The Committee will publish this statement, give it to each employee and establish a drug free awareness program. The employee should be aware that this policy is a condition of employment, he/she will abide by its terms and notify the Superintendent of Schools of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction or plea of nolo contendere. The Committee will fulfill its responsibilities under the Drug Fee Workplace Act.

\* "Controlled substances" is defined to mean those drugs listed in Schedules I through V of Section 202 of the federal Controlled Substances Act, 21 U.S.C. Section 812, and includes, but is not limited to, marijuana, cocaine, (including "crack" and other cocaine derivatives), morphine, heroin, amphetamines and barbiturates. When used in this policy, the term "drugs" means "controlled substances." The term does not include those controlled substances used pursuant to and in accordance with a valid prescription.

## **ARTICLE XXII STORM CLOSINGS**

22.1 In the event that the Superintendent closes all the schools of the District for any day due to a snow storm, hurricane or flood, each regular full-time employee shall be paid the amount of any straight-time earnings which he/she would otherwise have earned on that day, provided that he/she shall work as required (except to the extent, if any, that he/she is prevented from doing so by such snow storm, hurricane or flood). The foregoing sentence shall apply only to the first five (5) such closing days in any school year. On any additional such closing day, employees shall be paid only for the time they actually work. It is understood, however, that secretarial, custodial, and maintenance employees will be expected to report for work and work as required on any such day unless notified by the Employer not to report.

22.2 If school is canceled the custodians customarily employed on the night shift will not be called in to shovel snow before 7:00 a.m. After such a call the custodian must report for an eight hour shift not later than 9:00 a.m. The shift will end at the completion of eight hour's work. The night differential will apply to this shift. The Principal may release the custodians with pay once the snow removal is completed.

## **ARTICLE XXIII EXTENDED LEAVES OF ABSENCE**

23.1 Military leave, including the difference between his/her regular pay and military pay for two (2) weeks, will be granted to any employee who is inducted, or is called, or enlists after being notified to report for his/her pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service or any involuntary extension required by such induction. Upon return from such leave, such employee will be placed on the salary schedule at the same level he/she would have achieved if he/she had not been absent up to a maximum of four (4) years.

23.2 Maternity leave shall be granted to employees without pay or increment in compliance with applicable Federal and State statutes.

The Superintendent may deem it in the best interest of the school system that the leave commence at the beginning of the school year or continue until the end of the school year.

23.3 A leave of absence without pay or increment of up to one (1) year will be granted to an

employee after three (3) years of service for the purpose of caring for a sick member of the employee's immediate family upon written request substantiated by the appropriate medical evidence. Additional leave may be granted at the discretion of the Committee.

23.4 After three (3) years of service an employee may be granted a leave of absence without pay or increment for up to one (1) full year for health reasons. Written requests for such leave will be supported by appropriate medical evidence in writing. Additional leave may be granted at the discretion of the Committee.

23.5 An employee whose personal illness extends beyond the period of sick leave compensation may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness, up to a maximum of one (1) year.

23.6 All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to the employee upon his/her return.

23.7 Upon returning from a leave of absence taken pursuant to Sections 23.1 through 23.5 above, an employee will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. In regard to a leave taken pursuant to Sections 23.1 through 23.5 above, it is recognized that the Committee may fill the position in question at the time said leave commences.

23.8 All requests for extended leaves, extensions, or renewals of leaves will be applied for and granted in writing.

23.9 Upon recommendation by the Superintendent, the Committee may grant leaves of absence for reasons which they consider good and sufficient with or without remuneration. Decisions on such requests are not subject to the grievance procedure.

## **ARTICLE XXIV**

### **DURATION**

24.1 This Agreement shall be effective from July 1, 2017 and shall remain in effect until 12:01 a.m., through June 30, 2020.

**ARTICLE XXV  
LONGEVITY PAYMENT**

25.1 Effective July 1, 2017, regular, full-time ten (10) or twelve (12) month employees covered by this Agreement shall be entitled to longevity payments according to the following schedule:

<b>2017-2018</b>	<b>10 Month Employees</b>	<b>12 Month Employees</b>
<b>After 10 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$375</b>	<b>\$475</b>
<b>After 15 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$475</b>	<b>\$575</b>
<b>After 20 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$575</b>	<b>\$675</b>
<b>After 25 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$675</b>	<b>\$775</b>
<b>After 30 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$775</b>	<b>\$875</b>

<b>2018-2019</b>	<b>10 Month Employees</b>	<b>12 Month Employees</b>
<b>After 10 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$400</b>	<b>\$500</b>
<b>After 15 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$500</b>	<b>\$600</b>
<b>After 20 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$600</b>	<b>\$700</b>
<b>After 25 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$700</b>	<b>\$800</b>
<b>After 30 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$800</b>	<b>\$900</b>

<b>2019-2020</b>	<b>10 Month Employees</b>	<b>12 Month Employees</b>
<b>After 10 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$425</b>	<b>\$525</b>
<b>After 15 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$525</b>	<b>\$625</b>
<b>After 20 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$625</b>	<b>\$725</b>
<b>After 25 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$725</b>	<b>\$825</b>
<b>After 30 full years</b> of continuous service and each full year of continuous service thereafter	<b>\$825</b>	<b>\$925</b>

**Longevity payments shall be paid in one (1) payment by June 30 of each year.**

**ARTICLE XXVI**  
**REIMBURSEMENT FOR TECHNICAL TRAINING**

26.1 Employees covered by this Agreement shall be eligible for reimbursement for tuition and fees for any technical training related to their employment and required by the District.

**ARTICLE XXVII**  
**STUDY COMMITTEE**

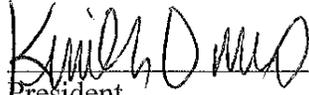
27.1 A study committee shall be formed consisting of three (3) representatives of the Association and the President of the Association or his/her designee and three (3) representatives of the Committee and the Assistant Superintendent or his/her designee to consider job descriptions for job classifications included in the bargaining unit. The study committee shall report its findings to the parties by January 1, 2000. Such findings shall not be binding on either party.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives on the day and year first above written.

SILVER LAKE REGIONAL SCHOOL  
DISTRICT COMMITTEE

SILVER LAKE EDUCATION  
ASSOCIATION

BY  12/14/17  
Chairperson Date President Date

 12/13/17  
President Date

APPENDIX A

Silver Lake Regional School District

Kingston, MA 02364

Performance Evaluation System

for

Silver Lake Regional School District

Support Personnel

Silver Lake Regional School District  
Kingston, MA 02364

PURPOSE OF THE PERFORMANCE EVALUATION SYSTEM

To clarify what is expected of each employee.

To provide direct, constructive information on each employee's performance, identifying strengths and areas needing attention and improvement.

INSTRUCTIONS

The performance evaluation system consists of eight criteria for appraising an employee's performance. At the beginning of each school year, the supervisor will meet with his/her employees. This meeting can be conducted on an individual basis or in a group setting. The purpose of the meeting will be to review the eight criteria and to ensure that each employee is clear on the meaning of each of the criteria, and how they relate to his/her job.

At mid-year (sometime in January), the supervisor will make an advisory evaluation of each employee's performance based on the first six months of the year. A meeting of the supervisor with each employee will be held to discuss the evaluation.

At the close of the year (sometime after May 15), the supervisor will conduct the Annual Review, i.e., an evaluation of each employee's performance during the year. The supervisor will again meet with each employee to review the annual evaluation.

Silver Lake Regional School District

SUPPORT PERSONNEL PERFORMANCE EVALUATION

1. QUANTITY OF WORK	Mid-Year Review	Annual Review
<p><b>OUTSTANDING</b> Output of work far exceeds school and department standards on a regular basis. Continuously organizes work and manages time in such a way that work is always completed ahead of schedule and often well ahead of schedule. Consistently demonstrates the capacity to handle large amounts of varied work.</p>		
<p><b>EXCEEDS REQUIREMENTS</b> Output is consistently above standards. Organizes work and uses time in ways that ensure deadlines are met and frequently completes work ahead of schedule. Demonstrates the capacity to handle larger than normal workloads with some variety,</p>		
<p><b>MEETS REQUIREMENTS</b> Output meets the standards on a regular basis. Organizes work and manages time in such a way as to consistently meet deadlines. Demonstrates the capacity to handle normal workloads with minimal variety.</p>		
<p><b>NEEDS IMPROVEMENT</b> Output is below standards. Person does not make efficient use of time or organize work in an effective way. Sporadically meets deadlines. Does not demonstrate consistently the capacity to meet normal workloads.</p>		
<p><b>UNSATISFACTORY</b> Output is well below standards. Consistently fails to organize work or use time efficiently. Hardly ever meets deadlines. Generally fails to handle normal workloads.</p>		

Comments:

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Silver Lake Regional School District

SUPPORT PERSONNEL PERFORMANCE EVALUATION

3. JUDGMENT	Mid-Year Review	Annual Review
<p><b>OUTSTANDING</b>                      Demonstrates exceptional ability to 1) weigh all aspects of a decision, e.g., goals of the department, legal requirements, good professional practices, operational procedures, costs, and the effect on citizens and co-workers; and 2) make decisions independent of the supervisor when asked to. Nearly always makes sound judgments in emergency situations.</p>		
<p><b>EXCEEDS REQUIREMENTS</b>                      Demonstrates the ability to weigh most aspects of a decision, most of the time, and to make decisions independently of the supervisor under most (but not all) circumstances. Generally makes sound decisions in emergency situations.</p>		
<p><b>MEETS REQUIREMENTS</b>                      Demonstrates the ability to think through and make decisions by following departmental procedures and past precedents. Makes limited decisions without supervisory review. Can handle most emergency situations, making acceptable judgments.</p>		
<p><b>NEEDS IMPROVEMENT</b>                      Has difficulty thinking through decisions often overlooking one or more important aspects. Needs considerable supervision in areas of judgment. Does not handle emergency decisions adequately.</p>		
<p><b>UNSATISFACTORY</b>                      Fails in every category of decision making, even the most routine. Needs constant supervision in areas of judgment and demonstrates little ability to handle emergencies.</p>		

Comments:

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Silver Lake Regional School District

SUPPORT PERSONNEL PERFORMANCE EVALUATION

4. COOPERATION/FLEXIBILITY	Mid-Year Review	Annual Review
<p><b>OUTSTANDING</b>                      Adjusts with relative ease to changes in procedures, varied duties, new situation and fluctuations in workloads. Works exceptionally well with others; adjusting to different work styles, always helping out, and freely sharing information. Can be considered an ultimate “team player”.</p>		
<p><b>EXCEEDS REQUIREMENTS</b>                      Goes beyond what is normally expected in adjusting to changes and handling varied work assignments. Works very well with others. Can definitely be considers a “team player”.</p>		
<p><b>MEETS REQUIREMENTS</b>                      Demonstrates the ability to adjust to most situations, although those adjustments are sometimes difficult. Is willing and able to work with others, but doesn’t go out of his/her way to do so. Would be considered a reliable team player</p>		
<p><b>NEEDS IMPROVEMENT</b>                      Has difficulty adjusting to changes and handling varied duties. Does not work well with others often doing only what is directly assigned and failing to help others or to cooperate fully. Would not be considered a reliable team player.</p>		
<p><b>UNSATISFACTORY</b>                      Resists most changes strongly; rarely make the adjustment. Demonstrates an inability to handle varied assignments. Consistently refuses to cooperate with others. Definitely not a “team player”.</p>		

Comments:

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Silver Lake Regional School District

SUPPORT PERSONNEL PERFORMANCE EVALUATION

5. PUBLIC RELATIONS	Mid-Year Review	Annual Review
<p><b>OUTSTANDING</b>                      Always meets citizens in a friendly and professional manner and treats them with courtesy and respect. Goes out of his/her way to find prompt solutions to citizen's problems, consulting with other departments and agencies to find an answer or a solution. Is exceptionally skillful in handling complaints or irate citizens, nearly always addressing the complaint or diffusing their anger.</p>		
<p><b>EXCEEDS REQUIREMENTS</b>                      Meets and serves the public in a friendly, professional and respectful manner. Goes beyond what is expected in finding answers and solving problems. Handles adverse situations calmly and with considerable skill.</p>		
<p><b>MEETS REQUIREMENTS</b>                      Is courteous and professional in most interactions with citizens. Generally provides answers and responds to problems, although not always promptly. Doesn't generally take the extra step in providing such assistance. Handles most adverse situations, but needs supervisory assistance with some.</p>		
<p><b>NEEDS IMPROVEMENT</b>                      Does not deal well with the public. May be courteous and respectful in some situations but impatient and tactless in others. Allows biases to enter into some interactions.</p>		
<p><b>UNSATISFACTORY</b>                      Has real difficulty in dealing with citizens. Easily loses patience in adverse situations and becomes abrupt and discourteous. Easily allows biases to enter into interactions. Responds slowly (and sometimes not at all) to questions and problems</p>		

Comments:

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Silver Lake Regional School District

SUPPORT PERSONNEL PERFORMANCE EVALUATION

6. INITIATIVE	Mid-Year Review	Annual Review
<p><b>OUTSTANDING</b> Always seeks better ways to do things, coming up with useful suggestions for improvements. Always volunteers for new assignments; eagerly takes on new responsibilities. Generally assumes the lead on informal team efforts. Readily tackles problems without waiting for direction and guidance.</p>		
<p><b>EXCEEDS REQUIREMENTS</b> Is continuously alert to potential improvements, often suggesting new approaches. Readlyn volunteers for new assignments and occasionally takes the lead on informal teams. Tackles most problems with minimal guidance.</p>		
<p><b>MEETS REQUIREMENTS</b> Is sometimes alert to potential improvements and occasionally offers new approaches or ideas. Takes on problems voluntarily, but often requires guidance from supervisors.</p>		
<p><b>NEEDS IMPROVEMENT</b> Usually not alert to potential improvements; tends to look to the supervisor to initiate changes. Hesitates to take on problems independently and instead waits for directions and guidance. Does not volunteer for new assignments.</p>		
<p><b>UNSATISFACTORY</b> Hardly ever seeks improved ways of doing things or tries out new ideas. Waits to be told before taking on almost any task or attempting to deal with problems, and always needs specific directions.</p>		

Comments:

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Silver Lake Regional School District

SUPPORT PERSONNEL PERFORMANCE EVALUATION

7. JOB KNOWLEDGE	Mid-Year Review	Annual Review
<p><b>OUTSTANDING</b> Fully understands all aspects of the job; can move from one task to another with ease. Continuously seeks additional knowledge and skills, going well beyond what is normally expected. Additional knowledge and skills are translated into very high-level performance, increased efficiency and/or cost savings.</p>		
<p><b>EXCEEDS REQUIREMENTS</b> Has a solid understanding of most aspects of the job; can move from one task to another with minimal instruction. Takes the initiative (beyond what is normally expected) to acquire additional knowledge and skills resulting in a better understanding of the work, improved performance, and ideas for improving departmental operations.</p>		
<p><b>MEETS REQUIREMENTS</b> Understands job (policies, procedures, work methods). Has acquired the knowledge and skill to meet normal requirements of the job. Can move from one task to another with some instruction and reminders.</p>		
<p><b>NEEDS IMPROVEMENT</b> Lacks some of the knowledge and skill needed to meet normal job requirements. Often needs detailed instructions before moving to another aspect of the job. Has not determined the initiative to acquire the necessary job knowledge.</p>		
<p><b>UNSATISFACTORY</b> Lacks fundamental skills and knowledge and shows no interest in acquiring them. Demonstrates an inability to function without close supervision, continuous and repeated instructions, and constant reminders on what to do and not do.</p>		

Comments:

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Silver Lake Regional School District

SUPPORT PERSONNEL PERFORMANCE EVALUATION

8. DEPENDABILITY	Mid-Year Review	Annual Review
<p><b>OUTSTANDING</b>                      Can always depend on this person to: be on time, complete assignments, and carry his/her weight. Will always stay late or willingly re arrange his/her schedule to deal with peak workloads or unusual circumstances. Exercises careful discretion in dealing with sensitive matters. You would be comfortable leaving this person in charge of the office or work crew.</p>		
<p><b>EXCEEDS REQUIREMENTS</b>                      With few exceptions, can be counted on to be punctual, complete assignments on time, and do his/her part. Will work late or put in an extra effort when required. Exercises careful discretion in dealing with sensitive matters.</p>		
<p><b>MEETS REQUIREMENTS</b>                      Can generally depend on the person to complete most assignments, to be on time most of the time and to his/her part. Can generally count on person giving an extra effort during peak periods. Handles most sensitive matters with discretion, occasionally forgetting and committing an indiscretion.</p>		
<p><b>NEEDS IMPROVEMENT</b>                      Cannot depend on this person. Has a sporadic attention record, fails to complete some assignments and frequently does not do his/her part, causing a burden for co-workers. Does not always handle sensitive matters well.</p>		
<p><b>UNSATISFACTORY</b>                      Highly undependable. Is late much of the time or leaves early. Leaves work undone and seldom responds to peak periods, or is absent during big projects requiring extra efforts. Exercises very little discretion with sensitive matters.</p>		

Comments:

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## THE ANNUAL REVIEW

Please refer back to your evaluation of this employee on the eight performance criteria and place the number corresponding to each rating in the appropriate box below. For example, if you checked “Exceeds Requirements” on the criterion “Quantity of Work: you would write a “4” in the second box next to that criterion. Then, add the numbers in the vertical columns to produce five subtotals, and add the subtotals to produce the total score.

PERFORMANCE CRITERIA	5 Outstanding	4 Exceeds Requirements	3 Meets Requirements	1 Needs Improvement	0 Unsatisfactory
1. Quantity of Work					
2. Quality of Work					
3. Judgment					
4. Cooperation/Flexibility					
5. Public Relations					
6. Initiative					
7. Job Knowledge					
8. Dependability					
Subtotals					

5 – Outstanding – Score of at least 37; no category lower than 4

4 – Exceeds Requirements – Score of at least 29; no category lower than 3

3 – Meets Requirements – Score of at least 24; no category lower than 3

Overall Score (sum of totals) \_\_\_\_\_

Overall Comments:

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\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

ANNUAL REVIEW

I have had an opportunity to discuss my Annual Review with my supervisor.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Employee Comments (if any)

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Second Level Review (Building Principal or designee)

Based upon my/our review of the supervisor's evaluation and a discussion with that supervisor,  
I/we:

\_\_\_\_\_ Concur with the overall evaluation.

\_\_\_\_\_ Do not concur and modify the evaluation as follows:

Overall Score \_\_\_\_\_

\_\_\_\_\_ The Union steward or designee and Superintendent or designee will decide the overall score if the supervisor and second level reviewer cannot agree on the overall score.

\_\_\_\_\_  
Reviewer's Signature

\_\_\_\_\_  
Date