

ORIGINAL

FACILITIES EMPLOYEES  
Agreement Between the

Nantucket School Committee

and the

Nantucket Teachers' Association

for the

2021-22

2022-23

2023-24

Fiscal Years

\* \* \* \* \*

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## **ARTICLE I - RECOGNITION**

### **A. Parties to the Agreement**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this agreement is made by the School Committee of Nantucket and the Nantucket Teachers' Association/Massachusetts Teachers' Association/National Education Association. The Nantucket School Committee (hereinafter referred to as the Committee) recognizes the Nantucket Teachers' Association (hereinafter referred to as the Association) for the purpose of collective bargaining as the exclusive representative of a unit consisting of: all full-time and regular part-time Custodians, Maintenance, Security, and Building and Grounds employees.

### **B. Exclusion of Positions**

Supervisors & Assistant Supervisors (high /middle school, elementary school, buildings and grounds) are not considered members of this bargaining unit. Any future specialty positions including Electricians and/or Plumbers are not a part of this bargaining unit. It is understood that seasonal and temporary positions are not included in this bargaining unit.

### **C. Recognition Not Waiver of Rights**

The recognition of positions by the Committee in Section A of this article is not be construed as a waiver of whatever rights the Committee has under applicable law and under the terms of this agreement to modify, revise, combine, or eliminate any of these positions.

### **D. Scope of Agreement**

This Agreement constitutes the sole and entire agreement between the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

### **E. Mutual Understanding Meetings**

During the life of the contract, the parties shall meet by mutual agreement to discuss matters of concern to both parties and matters concerning the cleanliness and maintenance of the buildings and grounds of the Nantucket Public Schools. These meetings are to encourage a free exchange of ideas between the parties and to provide an opportunity for discussion of the matters not covered by this contract.

### **F. Savings Clause**

If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law, then that provision is deemed invalid except to the extent permitted by law, but all other provisions continue in full force and effect.

### **G. No Strike clause**

The Association and its members, individually and collectively, shall not engage in any strike, work stoppage, slowdown, or withholding of services during the term of this agreement. The Committee may discipline, by discharge or otherwise, any member of the Association who participates in such a strike, work stoppage, slowdown, or withholding of services.

## ARTICLE II - DURATION OF CONTRACT

### A. Authorship

As a courtesy, the Association has agreed to type and electronically prepare this contract and its modifications. All changes, however, have been prepared and reviewed, as has the final, full contract, by both parties, and all wording has been agreed upon jointly. Therefore, in the event of any disagreement as to the meaning, interpretation or intention of any wording, the Association shall NOT be deemed to be the author of this document; nor shall any such wording or ambiguous language be construed against the Association on the basis that it is the author of the document.

### B. Printing of Agreement

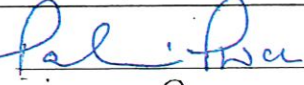



Copies of this contract will be reproduced at Committee expense and given to each employee.

### C. Translation

This agreement shall be translated into other languages at Committee expense and given to employees who request another language version instead of an English-language version.

### D. Duration of Agreement

This Agreement is in effect commencing July 1, 2018, and continues in effect until June 30, 2021. On or before February 1, 2021, the Committee or the Association may notify the other in writing of its intention to negotiate a successor Agreement. Absent such notification, the terms of this Agreement shall be in full force and effect.

Nantucket School Committee	Pauline Proch (Chair)		6/27/21 (Date)
	Jenn Iller (Vice Chair)		6/15/21 (Date)
Nantucket Teachers' Association	Alice Crowley (Co-President)		6/25/2021 (Date)
	Page Martineau (Co-President)		6/28/2021 (Date)

## ARTICLE III - COMMITTEE RIGHTS

### A. Responsibilities

The Committee, on its own behalf, and on behalf of all the voters of the School District, retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the Commonwealth of Massachusetts and the United States.

### B. Authority

The Association recognizes that the Committee is legally responsible for the operation of the entire school system and that the Committee has the necessary authority to discharge all its responsibilities, subject to the laws mentioned above and to the provisions of this agreement.

### C. Administrative Staff

The Association recognizes the prerogative of the Committee to operate and manage school affairs in all respects in accordance with its legal rights and duties. In meeting those responsibilities, the Committee acts through its administrative staff. Those responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of employees; and the establishment of rules governing and pertaining to work and conduct of employees. The Committee and administrative staff are free to exercise all the Committee's managerial rights and authority to the extent permitted by law, except that the Committee shall not by its actions violate any of the express terms of this agreement nor shall it adopt or modify rules that violate the express terms of this agreement.

## **ARTICLE IV - ASSOCIATION RIGHTS**

### **A. Association Meetings**

The Association has the right to schedule one meeting of the Association per month in school buildings. All members of the Association will have the right to attend the meeting, even if it occurs during their scheduled work time for up to one (1) hour, but without pay. The Association also has the right to place Association and educational materials in employees' mailboxes and on the Association bulletin boards located in each buildings staff lounges.

### **B. Committee Information**

The Committee shall make available to the Association, upon reasonable request, statistics and records relevant to contract negotiations that are necessary for the proper enforcement of the terms of this agreement, if those materials are not privileged and the release or publication of them would not violate any person's civil or constitutional rights.

## **ARTICLE V - PAYROLL DEDUCTIONS**

### **A. Dues Deduction**

The Treasurer of the Association will provide signed forms to the Superintendent of Schools of employees who have voluntarily authorized the Committee to deduct dues for any of the Associations units. The Town Treasurer may require proof that the Association Treasurer has given a bond to said Association for the faithful performance of his/her duties in a form approved by the Commission of Corporation and Taxation, in accordance with the Law.

### **B. Agency Fee**

The Committee shall require, as a condition of employment during the term of this agreement, that employees covered by this agreement who are not members of the Association, pay a service fee to the Association. Payment of this fee must be made within sixty- (60) days after an employee begins employment, unless by payroll deduction. The amount of service fee is eighty (80) percent of the amount required to become and remain a member in good standing of the Association and its affiliates to which membership dues are paid. The Association Treasurer shall certify to the Town Treasurer, the specific amount of the Association dues and fees for the current year. The Association shall comply with the requirements of Massachusetts General Laws Chapter 150E, S12 relating to imposition of an agency fee and rebate of portions of that fee under certain conditions.

### **C. Other Deductions**

Payroll deductions shall be available to all requesting same, for example, for: tax shelter annuities or dental insurance pursuant to the established Town procedure.

### **D. Committee Liability**

The Association shall indemnify the Committee from any claims and liability that may arise because of any action taken under this article.

## **ARTICLE VI - EQUAL JOB OPPORTUNITY**

### **A. Non-Discrimination**

This Agreement shall be administered impartially and without regard to age, race, creed, color, religion, nationality, marital status, gender, sexual preference, sex, ancestry, or handicap, unless based upon bona fide occupational qualifications.

### **B. Private Life**

The personal and private life of an employee is not within the appropriate concern of the Committee, except as it may interfere with the employee's responsibility to and relationships with students and the school system. Employees are entitled to the full rights and privileges of citizenship, and no religious or political activities of any employee, or lack of such activities, are grounds for discipline or discrimination with respect to the employment of the employee.

### **C. Probationary Period**

Each employee hired to fill a bargaining unit position shall serve a 6 month probationary period during which he/she shall accrue and use sick leave on an earned pro-rata basis. Holidays will be available to said employees during his/her probationary period. However, during said probationary period, a regular employee will accrue, but may not use, personal

leave. Under this contract, if dismissal occurs within the first 6 month of initial employment, said employee is not entitled to a hearing and, if more than 6 months, a hearing is warranted.

#### **D. Resignation**

The employees covered by this Agreement may resign from their position by giving the Superintendent thirty- (30) calendar day notice.

#### **E. Seniority**

1. Seniority is defined as the length of consecutive service from the first day of work as a regularly appointed employee within the Bargaining Unit in which he/she is employed. Authorized leaves of absence with pay shall be considered time worked for purposes of seniority. Authorized leaves without pay shall not be considered a break in service, but not count towards seniority. If an employee accepts a temporary district position outside the unit the employee shall return to a position within the same school thereafter, and this time shall be considered time worked for purposes of seniority.

2. In the cases of employees who are working less than one (1) hundred percent (100%) for the Committee, their length of service status for the part-time period will be determined by multiplying the percentages of time worked against the total time period involved, i.e., employee employed by the Committee for forty percent (40%) of the full-time work year for a total of ten (10) years,  $40\% \times 10 = 4$  years seniority, plus full-time employment, if any.

#### **F. Reduction in Force (RIF)**

1. In the event it becomes necessary for the Committee to reduce the number of employees in the Bargaining Unit, the procedure set forth in this article will govern the layoff and recall of employees who are affected by any such reduction.

2. No layoff shall take effect after the first day of the new fiscal year, except for unanticipated and extraordinary circumstances.

3. The Committee's designee shall notify the Association as to how many layoffs shall be recommended prior to the Committee voting on said recommendation. Although the Committee retains the right to determine how many staff cuts are to take place, it encourages dialogue between the two parties on the subject.

4. In the event that an employee is not to be re-employed for the following school year for any reason other than a reduction in force, s/he shall receive a "Pink Slip" on or before the earliest of May 1 or 7 calendar days after completion of Annual Town Meeting.

5. Layoff of employees due to reduction in force will be based on the employee's seniority, evaluation and skill set. Employees shall be laid off in the inverse order of seniority.

6. The Committee shall supply an updated seniority list when requested.

7. Employees shall be recalled in inverse order of their layoffs as positions become open.

8. Employees will remain on the recall list for a period of twelve (12) months from their date of layoff.

9. An employee who is recalled by the Superintendent/Director of Facilities within the twelve (12) months shall have restored to her/him all benefits accumulated at the time of layoff.

10. Employees on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided however, that the carrier allows such participation and that the employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there will be no contributions by the Committee.

#### **G. Vacancy**

The Superintendent shall have posted in all school buildings and shall send during the summer recess to all Association members who request such, notices of all vacancies, including new positions not covered by this agreement, along with their job description, duties, hours and wages as they occur or as they are anticipated. Consideration will be given in filling such positions to an employee's area of competence, quality of performance and length of service in the Nantucket School System, as determined by the Superintendent and the Committee.

#### **H. Transfer**

The Superintendent/Director of Facilities shall retain the right to assign and/or reassign employees within the district for a fiscal year.

#### **I. Job Description**

A job description with negotiated compensation shall be given to employees at the time of employment. The expectations for members of the Bargaining Unit, specific to their assignment, and within the terms of their job description, will be determined and communicated by their immediate designated supervisor.

#### **J. Equity of Responsibilities**

In an effort to ensure the equity of responsibilities; all members of the Bargaining Unit will have similar responsibilities based on their role and will reflect a standard of professionalism. All responsibilities shall be in keeping with the idea that anyone in the bargaining unit can fulfill these responsibilities in a safe environment, provided further, however, it is the intention of the parties that all responsibilities will be fairly distributed among all members of the bargaining unit and all members. In the event of a shortage of employees in one area, the Director of Facilities may temporarily substitute employees to another area and position.

#### **K. Safety**

The Committee shall continue to maintain safe and sanitary conditions to protect the health and welfare of its employees. It shall make adequate first aid protection available to all employees during the school day on the same basis as it provides that protection to students. To the fullest extent possible, the Committee shall assign a minimum of two (2) employees to all scheduled shifts except Security.

#### **L. Weather and Emergency School Closing**

If school is canceled prior to the start of the working day due to snow or similar causes, employees shall report to work at the regular time unless called by the superintendent or his/her designee prior to the start of their shifts and told not to report. The administration shall make a reasonable attempt to call employees in sufficient time to notify them not report to work. Employees are expected to make a good faith effort to report to work unless directed not to. In the event that an employee is unable, because of weather conditions, to report to work, he/she must use a personal or vacation day. If the employee, because of weather, will be late, he/she must contact his/her supervisor and no disciplinary action will be taken. In that event, the employee will only be paid for time worked.

#### **M. Secure Storage**

The District will provide lockable storage for personal belongings appropriate to assignment.

#### **N. CORI & FINGERPRINTING**

In compliance with the provisions of M.G.L. Chapter 71, § 38R, the Superintendent of Schools shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place:

- not more than once every three (3) years
- or when requested by Administration.

Employees shall be made aware that, upon request, they shall be provided with a CORI report received by the Superintendent. All CORI reports shall be kept in a separate secure file maintained in the Superintendent's office. Upon termination of employment, an employee may request in writing that he/she be given a copy of his/her reports.

After a review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth".

The Nantucket School District will pay, whether directly or by reimbursement, all employee fees associated with implementation of State and Federal laws regarding fingerprinting.

### **ARTICLE VII - COMPENSATION AND BENEFITS**



## A. Wage Rates

### Starting Salaries

Year	Custodian	Security	Grounds
2021 - 2022	\$24.50 per hour	\$26.00 per hour	\$26.50 per hour
2022 - 2023	\$25.50 per hour	\$27.00 per hour	\$28.00 per hour
2023 - 2024	\$26.50 per hour	\$28.00 per hour	\$29.00 per hour

Annual Increases for existing employees: based on agreed upon spreadsheet available from NTA representative

## B. Hours

The normal workweek for members of the Bargaining Unit consists of five (5) consecutive days of eight (8) hours each day.

## C. Overtime Payment

If overtime (over forty [40] hours) is required under circumstances deemed necessary by the immediate supervisor or Facilities Manager, the employee will be compensated at the rate of time and a half.

## D. Duty-Free Meal Period

All members of the Bargaining Unit shall be entitled to a minimum of a thirty- (30) minute, uninterrupted, duty-free meal period every eight- (8) hour shift.

## E. Duty-Free Break Period

In addition to the duty-free meal period, all members of the Bargaining Unit shall be entitled to a duty-free fifteen- (15) minute period one time per eight- (8) hour shift, not scheduled within thirty- (30) minutes of the scheduled duty-free meal period.

## F. Holidays

1. The following are paid holidays for the members of the Bargaining Unit:

Independence Day	Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day	New Year's Day	Martin Luther King, Jr. Day
President's Day	Patriot's Day	Memorial Day	Juneteenth (June 19)

2. If an employee is required to work on one of the holidays described above, he/she is entitled to receive time and one half for hours worked in addition to their Holiday pay.

3. On weeks that involve a paid holiday, the eight holiday hours will be considered time worked when calculating overtime.

4. Vacation days, sick days, personal days, or other paid leave, excluding holidays, do not count as time worked when calculating overtime.

## G. Vacations

1. All full-time employees of the Nantucket Public Schools, after one full year of service, the employee is entitled to paid vacation (non-cumulative) as follows:

Length of Service	Vacation Period
After one year but less than five years, as of anniversary date of hire	Ten work days which will accrue at the rate of .833 days per month
After five years but less than fifteen years, as of anniversary date of hire	fifteen work days which will accrue at the rate of 1.25 days per month
After fifteen years, as of anniversary date of hire	twenty work days which will accrue at the rate of 1.67 days per month

Vacation leave earned shall be computed from the date of employment. However, an employee shall not be entitled to vacation leave until the completion of six months of continuous service at which time the employee is eligible to take on-half of the allotment for the year subject to the approval of the Director of Facilities.

2. This vacation time will be scheduled by the immediate supervisor or Facilities Manager given the needs of the school system.

## **H. Workers' Compensation**

An employee in the Nantucket School System is covered by Workers' Compensation. The Committee shall pay an employee who received injuries arising out of, and in the course of, his/her employment, the compensation provided by M.G.L. Chapter 152, 69. This amount equals the difference between the amount paid under Workers' Compensation and the employee's normal pay. This payment is taken from the employee's accumulated sick leave time or vacation time on a pro-rata basis. In no case will this combined payment exceed the employee's regular pay. This payment will include the Workers' Compensation payment plus unused sick leave and/or vacation time on a pro-rata basis.

## **I. Pension**

For employees working twenty-five (25) hours or more, all provisions of the Barnstable County Retirement Plan are made part of this Agreement. For employees working less than twenty-five (25) hours, all provisions of the Commonwealth of Massachusetts O.B.R.A. plan are made part of this Agreement.

## **J. Medical Insurance**

1. The Committee, on behalf of the Town of Nantucket, shall pay the premiums for each of its professional employees as follows:

80% Blue Cross / Blue Shield Master Medical OR

90% Blue Cross / Blue Shield PPO with agreed co-pays

Or comparable medical insurance plan adopted by the Town of Nantucket, under the applicable general laws of the Commonwealth of Massachusetts.

2. Co-Pays

Determined by the process governed under the Municipal Health Insurance Act.

Med flight Included.

Note: It is the intention of the parties that Med Flight is included pursuant to the terms of the specific plan.

3. Open Enrollment

Open enrollment will take place on a yearly basis.

## **K. Life-Insurance**

The Committee, on behalf of the Town of Nantucket, shall provide fifty percent (50%) of the cost of a \$5,000.00 life insurance policy as adopted by the Town under the General Laws of the Commonwealth.

## **L. Uniform Allowance**

1. Each employee will be supplied with two (2) shirts, which they will be required to wear.

2. Each employee will be reimbursed up to \$150 for footwear to be worn at work. A reimbursement form with an attached receipt must be presented to obtain reimbursement.

## **M. Eligibility for Benefits**

Employees who work less than twenty (20) hours per week shall not be eligible for:

\*Health Insurance

\*Pension

\*Life Insurance

\*Personal Leave

\*Paid Holidays

\*Paid Vacation

\*Sick Leave

\*Employee Housing

Employees working less than full time (40 hours) will have benefits pro-rated.

## **N. Crossing Duty**

Employees shall be paid \$10.00 per am or pm cross in addition to their normal pay. Employee shall not be held responsible for any accident or death that may occur while they are conducting crossing duties.

## **O. Call Back Policy**

If a member of the Grounds staff shall be required by the Director of Facilities to come to work on the weekend, they shall be paid for a minimum of 2 hours.

## **ARTICLE VIII - LEAVES**

### **A. Sick Leave**

Sick leave shall be payable only in case of a bona fide illness, illness in the immediate family, or non-work-related accident. Sick leave may be used for off island travel for medical reasons including doctors' appointments, x-ray and lab work. Int is not intended, nor shall it be used as a subterfuge for time off nor shall it be used to extend vacations or other time away from work.

1. Members of the Bargaining Unit will be entitled to earn eighteen (18) days of sick leave per year. Sick days will accumulate at the rate of one-and-one half (1 1/2) days per month.
2. Unused sick days will accumulate to 150 days.
3. On achieving one-hundred-fifty (150) days of accumulated sick leave in the Nantucket Public Schools, a member of the Bargaining Unit shall be eligible for reimbursement for unused sick leave days exceeding the one-hundred-fifty (150) days. The aforementioned reimbursement shall not exceed eighteen (18) days per annum. Under no circumstances may the maximum number of days to be reimbursed exceed eighteen (18) days per annum. Reimbursement will be made at the rate of \$50.00 per day. Written requests for reimbursement must be made on or before May 1<sup>st</sup> of the fiscal year during which the most recent sick days were accrued. Payment will be made prior to the first day of the next school year. Accumulated sick leave notice will be issued annually to members by October 1<sup>st</sup>.
4. If a member of the Bargaining Unit is absent for more than three (3) consecutive days due to illness, the employee must provide a doctor's statement. Verified abuse of sick leave shall be cause for discipline by administration.

### **B. Sick Leave Bank**

1. A Sick Leave Bank will be established for the purpose of making additional sick leave days available to members of this Bargaining Unit who have been employed by the Nantucket Public Schools for at least one (1) year, who have exhausted their entire sick leave accumulation and who have a serious illness or injury.
2. The Sick Leave Bank will acquire its assets through a mandatory annual donation of one (1) day by each member on January 1<sup>st</sup>. Existing employees with zero (0) sick days must contribute their next available day. This mandatory annual donation shall cease once the total sick days in the Sick Leave Bank reaches three hundred (300) days.
3. When the Sick Leave Bank is depleted to two hundred fifty (250) days or less, one (1) sick leave day will be deducted from the accumulated Sick Leave days of each employee each year until the Sick Leave Bank reaches three hundred (300) days.
4. Existing employees with zero (0) sick days must contribute their next available day.
5. Upon separation, an employee may submit in writing to the Superintendent that one-half (1/2) of their remaining sick days be donated to the Sick Leave Bank.
6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members; two (2) designated by the Committee and two (2) designated by the Association. In the event of a tie, the parties agree that they will go to the Board of Mediation and Conciliation of the American Arbitration Association for a final disposition of the matter pursuant to their rules.
7. The decision of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure. Any appeal must be made to the Sick Leave Bank Committee itself. In administering the Bank, determining eligibility, and determining the amount of leave, the following criteria shall be applied by the Bank Committee:
  - A. medical evidence of serious extended illness or injury
  - B. prior utilization of eligible sick leave
  - C. other factors as a majority of the Sick Leave Bank Committee may deem appropriate

8. No days may be withdrawn from the Bank for any other reason than prolonged illness or injury.
9. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family.
10. A request for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work. No application to the Sick Leave Bank Committee will be considered without this requisite.
11. Under unusual circumstances, the Association may submit a written request on behalf of an eligible individual.
12. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty- (30) days.
13. Upon completion of the initial grant of sick leave days, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
14. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her personal sick leave has been exhausted. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
15. It is agreed that not more than a total of the days worked per year by an individual employee of this unit shall be granted from the sick leave bank during any one working year.
16. Any grant of sick leave days shall end on the last day of the fiscal year of which the prolonged illness or injury began. In the event of a new contract and/or an extension for the existing one, the balance of days in the Sick Leave Bank is to be carried over to succeeding years.

#### **C. Personal Leave**

1. All employees shall be entitled to three (3) days of personal leave each year for matters which cannot be accomplished outside of school hours (legal, business, family matters, etc.). No reason need be given. One (1) day notice should be given (minimum) to provide time for substitute arrangements. Personal days shall not be allowed on the day immediately before or immediately after a holiday or vacation, and must be approved by the Director of Facilities.
2. Up to three (3) unused personal days shall transfer to the employee's accrued sick days at the end of each school year. These unused transferred personal days shall be added to an individual's accrued sick days and shall count towards their total accrued sick days for purposes of sick day buyback.

#### **D. Bereavement Leave**

The purpose of bereavement leave is to enable an employee to grieve and to take care of personal arrangements and issues caused by the death of an immediate family member of is/her family, and to relieve him/her of the concern over the loss of earnings on the regularly scheduled workdays following the death. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

In the event of the death of a spouse, significant other, parent, child, brother, or sister, upon request such employee will be excused with pay for up to five (5) days to grieve, make funeral arrangement and to attend the funeral or related memorial services. For other family members and those not covered above, employees may request the use of their available sick days.

#### **E. Jury Duty**

A temporary leave of absence with pay shall be granted to any employee called for Jury Duty. The employee called for Jury Duty shall receive his/her normal rate of pay less any sum received for such Jury Duty.

#### **F. Other Leave**

Up to five (5) days emergency leave may be granted in the event of serious illness or injury in the employee's immediate family requiring bedside or household attention to be deducted from the employee's sick leave.

## **G. Maternity Leave**

1. In accordance with the provisions of the article, a member of the Bargaining Unit who becomes pregnant shall be entitled to a maternity leave of absence with or without pay except as described herein. The employee shall notify the Superintendent within a reasonable amount of time after the pregnancy has been established, but no later than eight (8) weeks prior to the estimated delivery date. A pregnant employee may continue to work as long as she is able to perform her duties in a satisfactory manner. Every full-time female employee is entitled to eight (8) weeks maternity leave without pay and an additional four (4) weeks child rearing leave without pay if she has been employed at least three (3) consecutive months and gives two (2) weeks notice of her departure date and notice that she intends to return to her job. She is entitled to return to the same position without loss of employment benefits for which she was eligible on the date her leave commenced if she terminates her leave within twelve (12) weeks. The first eight (8) weeks, which are counted as normal workdays, shall be deducted from said employee's sick days. The additional four (4) weeks are without pay, absent disability, but with insurance benefits continuing to be paid by the system. The Employee must continue to pay his/her portion of the premium.

2. An employee is entitled to a maternity leave without pay longer than twelve (12) weeks and up to eighteen (18) months under the following conditions:

- She must be eligible for a maternity leave under the terms of this agreement.
- She must give the Superintendent written notice of her intention to take more than eight (8) weeks not later than six (6) weeks after the date of the birth of the child/children, and include in such notice the date she intends to return.

3. Maternity leave and all rights and benefits there under, including the right to return as described and limited by the terms of this Agreement, shall in any event terminate no later than eighteen (18) months following the commencement of such maternity leave. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated as temporary disabilities eligible for accumulated sick leave benefits as listed under the heading Sick Leave.

4. All full-time male members of the Bargaining Unit covered by this contract are entitled to the same eight (8) weeks and additional four (4) weeks of child rearing leave without pay under the conditions as noted above. This leave must be within the first twelve (12) weeks following the birth of the child.

5. FMLA: the School District is committed to following the provisions of the Family and Medical Leave Act and the Massachusetts Maternity Act and the regulations adopted thereunder.

## **H. Adoption Leave**

A member of the Bargaining Unit adopting a child of five (5) years of age or younger shall be entitled to an adoptive leave of up to twelve (12) weeks provided he/she meets the following requirements. This leave will be without pay, while health insurance coverage will continue.

- The employee has given sixty- (60) days, prior to the leave, notice to the Superintendent of his/her intent to take such a leave, the anticipated date of departure, the duration of the leave and the assurance of his/her intent to return to work.
- The employee shall notify the Superintendent when he/she receives notice of the approval by the concerned agency and shall give additional notice of the actual date of departure, duration of the leave, and the assurance of his/her intent to return to work.
- The employee must provide the Superintendent with proof of the child within fifteen (15) days.
- The leave shall commence with the employee's physical custody of the child.

## **I. Personal Illness Leave Without Pay**

The Superintendent may grant any employee whose absence, because of continuing illness or effects of illness, extends beyond the period of sick leave available to him/her, additional leave of absence without pay or increment.

## **J. Family Illness Leave Without Pay**

A leave of absence without pay or increment may be granted by the Superintendent for the purpose of caring for a sick member of an employee's immediate family.

## **K. Other Leaves Without Pay**



Any leave of absence heretofore described, or a leave of absence for any other reason not specifically noted above, may be granted without pay or increment by the Superintendent and shall be applied for in writing.

#### **L. Military Leave**

Every employee who is a member of an active reserve component of the Armed Forces shall be granted a leave of absence with pay for the purpose of his/her attending an annual tour of duty as a member of that reserve component. Such leave of absence shall not exceed seventeen (17) days. Any employee on such leave shall be paid his/her normal daily rate of pay, less any sum paid to him/her for such duty or service. Military leave will be granted to any employee who is inducted in any branch of the Armed Forces of the United States. The period of such leave shall be the period of continuous service required by such induction, but shall not continue into any period of additional voluntary service. Upon return from such leave, such employee will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

Access the Federal Notice of Rights under USERRA here:

[http://www.dol.gov/vets/programs/userra/USERRA\\_Federal.pdf](http://www.dol.gov/vets/programs/userra/USERRA_Federal.pdf)

#### **M. Procedure: Return from Leave**

All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will, if practical and consistent with the needs of the district, be returned to an assignment comparable to that which he/she held immediately prior to going on leave.

### **ARTICLE IX – SUPERVISION**

#### **A. Procedure**

1. Administrators shall meet with all members of the Bargaining Unit, either individually or as a group, on or before September 1 of each fiscal year to review and discuss the evaluation process.
2. All members of the Bargaining Unit shall be given a copy of any evaluation report prepared by their supervisor(s) and shall have the right to discuss such reports with their supervisors before the report is placed in their file. In addition, the member of the Bargaining Unit shall sign the report. Said signature shall in no way indicate concurrence in the report, but merely indicate that said member of the Bargaining Unit has seen the report.
3. Upon twenty-four (24) hour advance written request, the member of the Bargaining Unit will be allowed to review and copy the contents of his/her personnel file. The member of the Bargaining Unit will also have the right to submit a written answer to any materials in his/her file. His/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy.

#### **B. Complaints**

1. Any complaint shall be brought to the employee's attention within ten (10) working days and the employee shall be required to sign a file copy to signify the employee has had an opportunity to review the complaint. The signature does not signify that the employee agrees with the complaint. The employee may submit a written response. Any complaint not brought to his/her attention shall be deemed null and void. Employees have the right, upon presenting a written request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Association accompany him/her during such review.
2. When material derogatory to an employee's conduct, service, character or personality is placed in the employee's personnel file, the employee will receive notice of such fact and will have the right to review such written material and will have the right to submit a written answer to such material and his/her answers shall be reviewed by the Superintendent and attached to the file copy.

#### **C. Just Cause**

No employee shall be disciplined or discharged except for inefficiency, incompetence, incapacity, unbecoming conduct, insubordination, failure to satisfy professional standards, or other just causes which are fair, reasonable, follow due process and allow for the effective operation of the schools. Should it be necessary for an employee to be disciplined by an

administrator, after administrative documentation and discussion with the employee, said disciplinary action shall be progressive, commencing with a verbal reprimand, followed, if conduct continues or is repeated, by a written reprimand, and finally a written warning of termination. Conduct of a more severe nature may warrant acceleration of the disciplinary process. If dismissal occurs within the first 6 months of initial employment, said employee is not entitled to a hearing and, if more than first 6 months, a hearing is warranted.

## **ARTICLE X - GRIEVANCES**

### **A. Background**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solution to those problems that, from time to time, may arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate to the grievance involved at the procedural level involved. Nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee. Time limits hereunder are maximum limits, unless extended by mutual agreement in writing.

### **B. Definition of a Grievance**

A grievance shall mean a complaint by an employee of the Association that there has been a violation or misinterpretation of any provisions of the Contract. The provisions, which have been violated or misinterpreted, shall be stated in writing where a written grievance is applicable.

### **C. Before Beginning the Procedure**

1. Before beginning the grievance procedure with Level 1, the employee(s) shall, within ten (10) working days following the occurrence of any grievance, discuss, or make every reasonable effort to discuss, the contract violation with the appropriate principal, other supervisor or administrative individual most directly involved in a good-faith attempt to resolve the contract violation.
2. If at the end of the ten (10) -day period referenced above the aggrieved believe(s) the problem is not satisfactorily resolved, then the employee and/or the Association may proceed to Level 1.
3. If at the end of the ten-day period referenced above the aggrieved believe(s) the problem is not satisfactorily resolved, and the grievance involves a substantial portion of the membership of employees, then the aggrieved and/or the Association may proceed to Level 2 and submit such grievance in writing to the Superintendent directly.

### **D. The Grievance Procedure**

If the problem is not resolved, the following are the procedures for filing a grievance.

#### **Level    Action**

- 1     The employee and/or the Association may, within ten (10) working days following the meeting or attempted meeting referenced above, present a written grievance to the same appropriate individual which shall be answered, in writing, within ten (10) working days thereafter.
- 2     If the grievance is not satisfactorily resolved at Level 1, the employee of the Association may, within ten (10) working days after receiving the written answer at Level 1, present or mail the written grievance to the Superintendent. The Superintendent shall within ten (10) working days thereafter meet with the grievant and the President(s) of the Association in an effort to settle the grievance. If the grievance is still not satisfactorily resolved, the Superintendent shall answer such grievance in writing ten (10) working days after the date of the meeting.
- 3     If at the end of ten (10) working days following such answer from the Superintendent, the grievance shall not have been disposed to the grievant's satisfaction, the employee(s) and/or the Association, may within ten (10) working days thereafter present the written grievance to the Committee. Then within ten (10) working days a Committee representative and the Superintendent shall meet with the Professional Rights and Responsibilities Committee, the elected Association President(s) and the employee(s) in an effort to settle the grievance.
- 4     At the end of twenty-five (25) working days following presentation of the grievance in writing to the school

committee, if the grievance shall not have been disposed to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve an interpretation or application of any provision of the contract, the Association may, by giving written notice to the Committee within the next ten (10) working days following the conclusion of such period of twenty-five (25) working days, present the grievance for arbitration, in which event the Committee and Association shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of said American Arbitration Association.

Note: The expense of such arbitration shall be shared equally by the Committee and the Association (each party is responsible for its own expenses), and the award made shall be final and binding upon the Committee, the Association, and the aggrieved.

#### **E. Grievance Without Association Representation**

If any employee covered by this contract shall present any grievance without the representation by the Association, the disposition, if any, of the grievance shall be consistent with the Provisions of the Contract, and if the Association shall so desire, it shall be permitted to be heard at each level at which the grievance shall be considered.

#### **F. Filing Provision**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately, but not in the personnel file maintained by the School Department of Nantucket for any employee involved in presenting such grievance.

#### **G. Notice Provision**

Notice provision shall be deemed given when mailed, postage paid, by certified mail, addressed to the:

School Committee Chairperson:  
Nantucket School Committee  
Nantucket Public Schools  
10 Surfside Road  
Nantucket, MA 02554

With copy to the: Superintendent of Schools  
Nantucket Public Schools  
10 Surfside Road  
Nantucket, MA 02554

If to the Association: President(s)  
Nantucket Teachers' Association  
Nantucket Public Schools  
10 Surfside Road  
Nantucket, MA 02554

(or to such other address as may be designated during the term of agreement).