

**DYRSD**

**Dennis-Yarmouth Regional School District**

**and**

**DYRSAA**

**Dennis-Yarmouth Regional Secretaries  
And Assistants Association**

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**July 1, 2018 – June 30, 2021**

**Agreement Between  
Dennis-Yarmouth Regional District  
And  
Dennis Yarmouth Regional Secretaries and Assistants Association  
July 1, 2018-June 30, 2021**

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## **Agreement**

This agreement is entered into on this 1st day of July, 2018, by and between the School Committee of the Dennis-Yarmouth Regional School District (hereinafter referred to as the "Committee"), and the Dennis-Yarmouth Regional Secretaries and Assistants Association (hereinafter referred to as the "Association") pursuant and subject to Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

### **Preamble and Purpose**

The purpose of this Agreement is to promote good relations between the Committee, the Association, and the employees in the bargaining unit represented by the Association, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Committee and the Association to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstanding or grievances relating to employment.

### **Article I. - Recognition**

For purposes of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements, the Committee hereby recognizes the Association as the exclusive collective bargaining representative of all secretaries and education support professionals employed by the Dennis-Yarmouth Regional School District, but excluding the two Administrative Assistants to the Superintendent, and all managerial, confidential, casual and other employees.

### **Article II. - Association Rights**

*Section 1. Committee and Subcommittee Meetings.* The Committee shall give a copy of the complete packet for each meeting of the Committee to the President of the Association.

*Section 2. Association Meetings.* The Association has the right to schedule meetings of the Association in school buildings before and after regular work hours. The Association also has the right to place Association and educational materials in employees' mailboxes and on the Association bulletin board.

*Section 3. 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 III. - Management Rights**

The Association agrees that, subject to the terms of this Agreement, the management of the School District's activities and the direction of the work force, including the establishment of reasonable working rules and reasonable work schedules, new job classifications, staffing patterns, job descriptions, job duties and functions, the right to hire, assign and transfer employees, to lay off employees because of lack of work or funds, to discipline or discharge employees for just cause, is vested exclusively with the School Committee when not in conflict with other provisions of this Agreement. The School Committee shall not exercise these rights arbitrarily, capriciously, or in bad faith.

### **Article IV. - Strikes and Lockouts**

It is agreed by the parties that during the term of this Agreement or any renewal thereof, there will be no strikes, stoppages, lockouts, picketing, banners or advertisements concerning any matter in dispute between the Committee and the Association or the employees.

### **Article V. - Dues**

*Section 1.* Under authority of General Laws, Chapter 180, Section 17A, the Committee agrees that Association dues, determined in accordance with the Constitution and By-Laws of the Association shall be deducted biweekly.

*Section 2.* The Association will certify to the Committee, in writing, the current rate of membership dues. The Association shall give the Committee thirty (30) days written notice prior to the effective date of change of membership dues.

*Section 3.* The Committee shall not be required to honor deductions for any changes in authorization that are delivered to it later than three (3) weeks prior to the payday when the deductions are to be made.

*Section 4.* All dues collected pursuant to this Article shall be remitted to the Association Treasurer.

*Section 5.* The Association shall indemnify and save or hold the Committee harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this Article, or by other compliance with the provisions of this Article.

*Section 6.* Any employee may sign and deliver to the Committee an authorization on a form approved by the Committee for payroll deductions of Association membership dues. Such an

authorization is required only during the first year of employment. An employee may withdraw any such authorization by giving the Committee at least 60 days' notice in writing of the withdrawal and by filing a copy of the withdrawal with the Association.

*Section 7.* The District treasurer shall deduct biweekly from the salary of each employee authorizing the deduction the amount of the dues and shall transmit the sum so deducted to the Association within 14 days of the deduction, if the District treasurer is satisfied that the Association treasurer has given a bond to the Association, in a form approved by the Massachusetts Commissioner of Revenue, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the District treasurer.

## **Article VI. - Grievance Procedure**

### *Section 1.*

- A. Definition. A "grievance" is a dispute over the application or interpretation of any provision of this Agreement.
- B. General Provisions.
  - (1) All grievances must be submitted on a form acceptable to the Committee and the Association, and must state the Article of the Agreement, which the aggrieved party, claims has been violated.
  - (2) Failure at any step of this procedure to communicate the decision of a grievance to the aggrieved employee and to the President of the Association within the specified time limit shall permit the aggrieved party or parties to proceed to the next step.
  - (3) Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
  - (4) Time limits may be extended only by mutual agreement in writing.
  - (5) All decisions made at Steps Two through Four of this procedure will be in writing, will state the reasons for the decision, and will be forwarded promptly to the employee or employees who initiated the grievance, and to the Association.
  - (6) Nothing in this Article shall give the Association or its representative the right to pursue an individual grievance without the express written consent of the individual employee or employees, and such actions are expressly prohibited.
  - (7) Where Steps one through three take place during working hours, the Association representative and the aggrieved party shall be allowed reasonable time off with pay

to attend the meeting specified in said steps. Time off with pay shall not be allowed for School Committee hearings or arbitration proceedings. An employee may use a personal day for this purpose if he/she has one available and when such hearings take place during working hours. Each party shall bear the expense of its representative, participants, witnesses, and for the preparation and presentation of its own case.

*Section 2. Procedure.*

- A. *Step 1 (Supervisor).* The Association officer and/or representative, with the aggrieved employee, shall discuss the grievance with the supervisor, as defined here, within fourteen (14) calendar days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based. For purposes of this step, the supervisor shall be the aggrieved employee's evaluating administrator (i.e., principal, assistant principal, or director). The Supervisor shall have ten (10) calendar days to respond to the grievance.
- B. *Step 2 (Superintendent).* If the grievance has not been resolved within ten (10) calendar days after its submission to the Supervisor, it shall be submitted to the Superintendent, in writing, within ten (10) calendar days after the response of the Supervisor was due. The Superintendent shall have ten (10) calendar days to respond to the grievance.
- C. *Step 3 (School Committee).* If the grievance has not been resolved by the Superintendent within ten (10) calendar days after its submission, it shall be submitted, in writing, to the School Committee for consideration. The School Committee will hear the grievance at its next regularly scheduled meeting and shall answer the grievance within ten (10) calendar days after it is heard. Grievance hearings will be in executive session unless there is mutual agreement to hold a public session.
- D. *Step 4 (Arbitration).* In the event that the grievance is not satisfactorily resolved by the School Committee, the Association may submit the grievance to arbitration within fourteen (14) calendar days following the School Committee's answer or date on which said answer is due.

*Section 3. Arbitration.* The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, and the arbitrator shall have no power to render a decision or substitute his/her judgment for that of the Committee in those areas reserved for the discretion of the Committee by this Agreement or where the Committee's decision is final and binding under this Agreement. Costs of arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the School Committee and the Association. Arbitration hearings may be held in school district buildings.

## **Article VII. - Safety and Employee Protection**

*Section 1.* The Committee shall continue to maintain such safe and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during the school day (while the students are in school) on the same basis as provided to students. If the presence of fumes or excessive noise in the work place, as documented by an expert in the field (including but not limited to a county health agent or physician), adversely affects an employee's health or ability to perform the duties of his or her job, the Committee shall at the employee's request provide the employee with an alternate work site until the condition is rectified.

*Section 2.* The Assistant Superintendent for Administrative and Business Services' health and safety committee will include three members of the bargaining unit, one of whom will be from the office of the Assistant Superintendent for Administrative and Business Services.

*Section 3. Employee Protection.*

- A. If criminal or civil proceedings are brought against an employee alleging that the employee committed an assault in connection with his/her employment, the Committee may furnish legal counsel to defend the employee in those proceedings if the employee requests legal assistance. If the Committee does not provide legal counsel and the employee is exonerated, the Committee will reimburse the employee for reasonable counsel fees personally incurred by the employee in the proceedings.
- B. Notwithstanding any provision of Article XX, Section 5, to the contrary, whenever an employee is absent from work due to a personal injury caused by an assault occurring in the course of his/her employment, the employee will be reimbursed for any loss of pay not compensated for by Workers Compensation for the period of such absence without loss of sick leave as long as the assault was not provoked by the employee's negligence or other wrongful act or omission.
- C. Any employee who is injured in the course of his/her employment must report the injury or injuries to the building principal or his/her designee as soon as possible using the appropriate form where possible.
- D. The Committee will reimburse an employee for the reasonable value of clothing or other personal property damaged or destroyed as the result of an assault against the employee that occurs in the course of his/her employment as long as the assault was not provoked by the employee's negligence or other wrongful act or omission. Grievances regarding the application or interpretation of this paragraph may be processed through Step 3 of the grievance procedure but are not subject to arbitration.

## **Article VIII. - Equal Opportunity/Non-Discrimination**

*Section 1. Non-Discrimination.* Neither the Association nor the School Committee shall discriminate against any employee based on any protected category under state or federal law.

*Section 2. Civil Rights.* The personal and private life of an employee is not within 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 is ground for any discipline or discrimination with respect to the employment of the employee, if those activities do not take place during association with students in a professional capacity or do not substantially interfere with the employee's ability to perform the duties of his or her employment.

## **Article IX. - Posting of Association Notices**

The Association will be provided bulletin board space in each building where employees work for the purpose of posting notices of Association meetings and other Association activities.

## **Article X. - Hours of Work and Work Year**

### *Section 1. Definitions.*

- A. *Full Time/Year Round.* An employee appointed to a position that requires a 260-day work year, a minimum of a four (4) hour workday, and work twenty (20) or more hours per week.

*Full Time/School Year.* An employee appointed to a position, which requires a minimum 183 day work year, a minimum of four (4) hour workday, and work twenty (20) or more hours per week.

Full time employees shall be assigned to their hours of work and work year by the end of June wherever possible. Full time employees shall be given one (1) weeks' notice of any permanent change in their hours of work.

- B. *Part-Time/Year Round.* An employee appointed to a position that requires a 260-day work year, less than four (4) hour workday, and less than twenty (20) hours per week. Benefits will be prorated based upon the number of daily hours worked in the current year.

*Part-Time/School Year.* An employee appointed to a position that requires a minimum 183 day work year, less than four (4) hour workday, and less than twenty (20) hours per week.



- C. Employees serving in two or more positions within the bargaining unit may use the total number of budgeted hours for all positions within the bargaining unit to determine eligibility for contract benefits. To determine eligibility for group insurance (such as health, life, and dental insurance), the total number of hours for all positions within the district will be used.
- D. *Permanent Substitute:* A permanent substitute is a person who would be a temporary employee except that his or her initial period of employment is more than six but not more than 12 months. A permanent substitute employee is subject to all provisions of this agreement except that:
- (a) The employment of a permanent substitute employee terminates at the expiration of the task, project or grant or upon the return to work of the employee whose position he or she is filling (or if he or she was converted from temporary employee status, at such time as the Committee may designate at the time of conversion);
  - (b) The termination of employment of a permanent substitute employee is not subject to the grievance and arbitration provisions of this agreement; and
  - (c) Should a permanent substitute position be converted to a permanent position, then the provisions in Articles XV and XVII will be followed.
- E. *Temporary:* A temporary employee is a person hired (i) to perform specific tasks of a temporary nature, or (ii) to staff specific projects or grants of a temporary nature, or (iii) to replace an employee who is on a leave of absence, or (iv) to fill a vacant bargaining unit position for which an active permanent employee search is underway. Provided that:
- (a) Temporary employees are subject to Articles VI and XIX.
  - (b) A temporary employee may be hired for up to six months; at the end of six months, however, the Committee may convert a temporary employee to a permanent substitute employee. If the temporary employee position is converted to a permanent position, then the provisions of Articles XV and XVII will be followed.
- F. *Probationary:* A probationary employee is a person who has been appointed to a permanent position, but has not completed two years of continuous service with the District. During the first two years the District retains the exclusive right to non-renew a bargaining unit member **at any time within the two years** and at the conclusion of each of the member's first two years of employment with the District without recourse. **If the non-renewal is within the school year, the member will be provided with thirty (30) calendar days' notice. If the non-renewal is at the end of the year** the bargaining unit member will, except in unusual circumstances, be notified of the non-renewal by June 15<sup>th</sup>.

*Section 2.* The Committee also reserves the right to hire students to perform tasks that would otherwise be performed by bargaining unit personnel, provided that such students be paid no more

than the lowest hourly rate provided for in the Appendix "Hourly Rates." During the school year, the students will not exceed a maximum aggregate of 30 hours/week. During the summer, the students will not exceed a maximum aggregate of more than 120 hours/week.

## **Article XI. - Work Schedules**

### *Section 1. Work Year.*

- A. *Reappointment:* The Superintendent will endeavor to notify employees in writing by the last day of school as to reappointment or non-reappointment, providing there has been no deficiency in the previous evaluation. Such notice shall not preclude subsequent layoffs due to decreased student enrollment and budgetary restrictions. In addition, all employees will be notified as to the date on which their work year shall begin.
- B. *Hourly Rates:* All non-certified employees shall be paid on an hourly basis for all hours worked. Hours assigned beyond the regular schedule shall be paid on a straight time basis and, in the event more than forty (40) hours are worked in any one week, such hours in excess of forty (40) shall be compensated on a time and one-half basis.
- C. The Committee reserves the right to authorize the use of compensatory time in lieu of overtime pay, either on a district-wide or individual building basis. If the Committee authorizes the use of compensatory time, it will comply with the requirements of the Fair Labor Standards Act.

### *Section 2. Work Week.*

- A. Whenever possible, the normal work week for all non-certified employees shall consist of five (5) consecutive days of their regularly scheduled hours, Monday through Friday, followed by two (2) consecutive days off, except for agreed employees who shall work their necessary schedules which shall include any five (5) consecutive days. The employee's supervisor establishes the work schedule for each employee.
- B. *Call-In Pay.* Employees who are called in outside of their regularly scheduled hours/shift shall be guaranteed a minimum of three (3) hours pay at the applicable rate as defined in Article XXVIII.
- C. *Delayed Opening/Early Dismissal.* In the event of a delayed opening or early closing of school due to weather or other emergency, employees will be paid for a full work day.
- D. *Professional Development/Training.* Educational Support Professionals shall work the equivalent of three (3) full additional days outside of their regular work year. The professional development days may be scheduled as quarter days, half days, or full days. These days are not optional and employees who miss required professional development days will lose a personal day, if there are no options for a make-up day. Employees will receive a minimum of ten (10) calendar days' notice of scheduled professional development

time. Employees will be compensated for professional development time at their regular rate of pay.

### *Section 3. Payroll.*

- A. *Payroll Week:* The payroll week for all non-certified employees shall consist of seven (7) consecutive days of twenty-four (24) hours each, commencing at 12:01 a.m., Monday.
- B. *Payroll Day:* The payroll day for all non-certified employees shall consist of twenty-four (24) consecutive hours commencing at the start of the employee's regularly scheduled shift.
- C. *Payroll Period:* Employees shall be paid biweekly for the two (2) week period ending the Sunday before checks are issued. While paydays technically fall on a Friday, the District plans to continue the practice of making checks available on Thursdays. If there is a holiday during the week when payroll is processed, or if school is cancelled on any day during the week when payroll is processed, checks will be available on Fridays.

## **Article XII. - Group Insurance**

*Section 1.* All employees working twenty (20) hours or more a week shall be eligible for Health, Dental, Vision, and Accident and Life Insurance benefits as provided by the Committee.

*Section 2.* The District contribution to the health and accident plans shall be sixty percent (60%) of the total cost.

*Section 3.* The Committee will continue to offer the deferred compensation plan it established in Fiscal Year 1992.

*Section 4.* The Committee will continue to offer the contributory benefit plan it established in Fiscal Year 1992 pursuant to Section 125 of the Internal Revenue Code providing for pre-tax payment of employee contributions for group health coverage.

*Section 5.* The dental program deductible will be \$50/\$100.

*Section 6.* Upon retirement from the Dennis-Yarmouth Regional School District, employees may, at their option, be included in the Health and Accident Plan of the District. Effective July 1, 1990, the District will contribute sixty percent (60%) of the total cost.

*Section 7.* The Association agrees that effective February 1, 2012 the following plans will replace the current health insurance offerings:

- 1. Network Blue HMO
- 2. Blue Care Elect Preferred PPO
- 3. HPHC HMO
- 4. HPHC PPO

- A. Health Reimbursement Accounts (HRA) will be established for each bargaining unit member taking health insurance through the District, with members taking the individual plan receiving \$400.00/year and members taking the family plan receiving \$1,000.00/year. The District shall fund the full amount of HRAs for bargaining unit members who take health insurance through the District. A reimbursement schedule is attached hereto as a reference.
1. Reimbursable co-pay amounts shall be provided for the three years of this agreement at the FY11 amount of \$10.00.
  2. Physical therapy, chiropractic care and any other office visits deemed necessary by the member's primary care physician or specialist shall be reimbursable each year under the HRA.
- B. The District shall fund the emergency fund in the amount of three thousand six hundred dollars (\$3,600.00):
- Bargaining unit members who are enrolled in one of the School District's health insurance offerings and who exceed the annual HRA limits of \$400.00 per individual and \$1,000.00 per family (per fiscal year) may submit receipts for extraordinary medical expenses to the School District's third-party administrator Cafeteria Plan Advisors (CPA) for reimbursement from the emergency fund.
- Reimbursements from the emergency fund will be calculated based on an equitable distribution of funds after all eligible requests have been submitted, that is, the total dollar amount available in a given year shall be divided by the total number of reimbursement requests submitted. The deadline for submitting requests to CPA for reimbursement from the emergency fund is July 30 annually.
- C. Effective February 1, 2012, the District will implement flexible spending accounts. Said terms shall include a pre-tax maximum contribution by bargaining unit members of two thousand dollars (\$2000.00) per fiscal year. The District shall pay all administrative fees associated with the flexible spending accounts. In the event that bargaining unit members do not spend the entire amount that they have designated for a particular plan year, they shall be able to claim any unspent funds for a two and a half (2 ½) month grace period, after which any unspent funds from the previous plan year shall be forfeited.
- D. The Committee agrees to offer AFLAC insurance and MTA disability insurance on the terms set forth in the available literature.

### **Article XIII. - Evaluation Procedure**

*Section 1.* Staff evaluation is a cooperative venture to determine areas of strength to build upon and areas of weakness to be eliminated or improved.

*Section 2.* All non-certified employees will be formally evaluated at least once annually in accordance with the form and procedures established by the Committee.

*Section 3.* All evaluations will be done with the full knowledge of the employee(s). The Committee reserves the right to conduct periodic evaluations of employees covered by this Agreement, at any time.

*Section 4.* Employees will receive a copy of their annual evaluations by June 15<sup>th</sup> and shall discuss the report with the evaluator(s). The employee shall acknowledge he/she has reviewed the evaluation report by affixing his/her signature to the copy to be filed. Such signature does not indicate agreement or disagreement with the content of the report. The employee may submit his/her written comments in reference to the report, which comments shall be attached to the file copy of the report.

- A. The evaluator(s) shall point out to the employee any deficiencies in performance, and instruct the employee as to any necessary improvements. If the evaluator determines that an employee has deficiencies in performance, the Committee may request that the employee take appropriate actions to improve such deficiencies. Said appropriate action shall be taken during nonworking hours without compensation. If any area of performance needs improvement or is unacceptable, then the employer will make specific suggestions for improvement. The evaluation will be discussed with the employee and a plan of action developed to achieve these objectives. Within three work months, the employee will be evaluated again with respect to these particular areas of employment.
- B. In the event, the employee has not improved within six (6) months of the date of evaluation, the employee will be subject to appropriate disciplinary action including discharge. Any disciplinary action taken pursuant to this shall be subject to the grievance and arbitration provisions of the Agreement.
- C. The evaluative judgment of the evaluator(s) and/or the substance of the evaluation shall not be subject to the arbitration provision of this Agreement. Any dispute as to whether the mechanics of the evaluation procedure have been fairly followed shall be subject to grievance and arbitration.

*Section 5.* The parties affirm their desire that all employees of the District - administrators, professional employees, and others included - treat each other with dignity and mutual respect. This section is not subject to arbitration.

*Section 6.* The evaluation forms are located in Appendix B

## **Article XIV. - Complaints About Employees**

Any complaint that the administration determines to warrant adverse employment action will be called promptly to the attention of the employee.

## **Article XV. - Discipline**

*Section 1.* No employee will be disciplined, reprimanded, reduced in compensation, or terminated without just cause. Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article. Employees terminated for other than disciplinary reasons will be given thirty (30) days' notice of termination. Any employee who is discharged and is entitled to a hearing before the county retirement board under General Laws Chapter 32, Section 16(2), must elect between the method of review provided under that law and the method provided by the grievance procedure of this Agreement. The Committee may refuse to process a grievance challenging an employee's discharge unless the employee agrees in writing to waive his/her right to a hearing before the retirement board.

- A. Unsatisfactory job performance, excessive absenteeism, insubordination, and violating clearly established work rules are examples of conduct that would constitute just cause for disciplinary action. A persistent or chronic pattern of unsatisfactory job performance, excessive absenteeism, insubordination, and violating clearly established work rules are examples of conduct which would constitute just cause for dismissal. (The foregoing examples are meant to be illustrative only, not exhaustive.) This paragraph does not apply to—and just cause is not required for—a decision to reduce the number of employees because of declining enrollment or other budgetary reasons or pursuant to reorganizations for academic or budgetary reasons.
- B. In reviewing a decision to discipline or discharge an employee, an arbitrator must uphold the decision unless the arbitrator determines that (a) the discipline or discharge was the result of patronage or unlawful discrimination; (b) the employee did not engage in the conduct that formed the basis of the decision to discipline or discharge the employee; (c) the District's employee performance standards were unreasonable and the employee would have met the reasonable standard closest to the unreasonable standard; (d) the determination that the employee failed to meet the District's employee performance standards was clearly erroneous; or (e) the penalty imposed was clearly disproportionate to the conduct that formed the basis of the decision to discipline or discharge the employee, in which case the arbitrator may reduce the penalty so that it is not clearly disproportionate.
- C. In assessing the reasonableness of the District's employee performance standards, an arbitrator must give weight to the purpose of encouraging the development and maintenance of an efficient school system and may not find a standard unreasonable simply because it places higher demands on employees than are typically imposed in other school districts.

- D. A decision to discipline or discharge an employee that would otherwise be upheld may not be overturned because the employee has a long history of satisfactory service. An arbitrator may take into account the employee's entire performance during the 12 months prior to the discipline or discharge in considering whether the employee failed to satisfy the district's employee performance standards, but that performance may not constitute the sole reason for overturning a decision to discipline or discharge an employee.
- E. Upon a finding that the discipline or discharge of an employee was improper under the standards set forth in this section, the arbitrator may award back pay or reinstatement, or both, but no other relief. Reinstatement may be awarded only if the arbitrator determines that reinstatement would be in the best interests of the District and its students.

## **Article XVI. - Seniority**

*Section 1.* An employee's seniority shall be equal to his/her length of continuous service measured from the date of hire to a bargaining unit position. Seniority rights will not begin until the employee has completed his/her probationary period but will be effective back to date of initial hire. "Date of hire" means the date an employee actually begins service (other than substitute or temporary service) in a bargaining unit position. The waiting period to access criminal-offender record information (CORI) on an employee is not considered substitute or temporary service.

*Section 2.* The following will not break continuous service for purposes of seniority, but will not count as time served toward seniority:

- Leaves without pay
- Voluntarily leaving a bargaining unit position to take a position in another bargaining unit in the District if within 365 days of leaving the employee returns to a position in this bargaining unit
- Voluntarily terminating employment with the District if within 30 days of termination the employee is appointed to a position in this bargaining unit

*Section 3.* Substitute or temporary employment shall not count toward seniority.

*Section 4.* A single seniority list shall be established and maintained for the bargaining unit.

*Section 5.* The Committee recognizes the principle of seniority for employees of this Agreement for the following purposes:

- A. Reductions in force, including layoff and recall.
- B. Vacation time requests.

## **Article XVII. - Reduction in Force and Recall**

### *Section 1.*

- A. If the Committee decides to reduce the number of employees through a general layoff or through the elimination or consolidation of positions or a decrease in the number of hours of a position, it shall, following the procedures set forth in Paragraph C, lay off employees on the basis of seniority (i.e., the most junior first, the most senior last), unless that procedure conflicts with the best interest of the school system. In arbitration of any grievance arising out of the Committee's determination that a layoff based on seniority would conflict with the best interest of the school system, the Committee bears the burden of proving, by a preponderance of the evidence, that its determination was not arbitrary, capricious, or unreasonable.
- B. If a reduction in force is made and more than one employee in the affected job classification has the earliest date of hire, the employee who has the earliest date of written hiring recommendation will be deemed the most senior. If more than one employee has the earliest date of written hiring recommendation, the employee who has the most unused sick leave as of the effective date of the reduction in force will be deemed the most senior.
- C. An employee whose position has been eliminated, or who has been displaced, as the result of a reduction in force may displace another employee with less seniority subject to the following rules:
  - 1. An affected employee may only displace an employee within the same classification group (i.e.-Secretaries may only displace Secretaries and ESPs may only displace ESPs) unless an employee was previously permanently employed in that classification group within the past two years.
  - 2. An affected employee may only displace an employee within the same or lower "level," as set forth in Section 3 below.
  - 3. An affected employee may only displace another employee whose average weekly hours fall into the same range as determined by the following three hourly ranges:
    - a. 3 hours or less
    - b. More than 3 hours but less than 6 hours
    - c. 6 hours or more

Where an employee holds more than one position, relevant consideration shall be the hours worked in the position being eliminated.

  - 4. An affected employee may only displace another employee where the employee is qualified to perform the duties of the other position and satisfactorily completes a 30-day probationary period in the other position. The determination whether an



employee whose position has been eliminated or who has been displaced as a result of a reduction in force has satisfactorily completed a 30-day probationary period is not subject to arbitration.

*Section 2.* Any decision by the Committee to reduce the number of employees employed by the Committee through a general layoff; through a reduction in the number of employees within a job classification, work site, field, or program; or through the elimination or consolidation of positions is final and binding and not subject to the grievance and arbitration provisions of this agreement.

Section 3. Classifications and Levels:

### DYRSAA Job Titles/Levels

Educational Support Professional		Secretary	
<b>Level I</b>		<b>Level I</b>	
* Out-of-School-Time Assistant		* Data Specialist	
* Duty Assistant		* HS Assistant Principal Secretary	
* Special Education Bus Assistant		* HS Guidance Receptionist	
		* HS Special Ed Secretary	
		* Out-of-School-Time Bookkeeper	
		* Receptionist	
<b>Level IA</b>		<b>Level II</b>	
* Early Education Assistant - Trained		** Early Education Secretary	
* English Language Learner Assistant-Bilingual		** HS Business Secretary	
* Kindergarten Assistant - Tools Trained		** HS Data Specialist	
* Library/Media Assistant		** HS Guidance Registrar	
* Special Education Assistant		** Principal's Secretary	
* Teacher Assistant			
<b>Level II</b>		<b>Level III</b>	
*** Certified Applied Behaviour Analysis Assistant - CABA		** Accounts Payable/Business Services	
* Out-of-School-Time Site Manager		** Facilities/Maintenance Secretary	
		** Finance Office Secretary	
		** Instruction Directors' Secretary	
		** Payroll Manager	
		** Pupil Services Director's Secretary	
		** Technology Director's Secretary	
<b>Level III</b>		<b>Level IV</b>	
* Instructional Technology Assistant		** Assistant Treasurer	
* School-to-Career Assistant/Transition Specialist		** Benefits Management	
** Out-of-School-Time Coordinator		** Bookkeeper	
<b>Level IV</b>			
* Certified Occupational Therapy Assistant - COTA			
* Licensed Practical Nurse/Registered Nurse - Program			
* Speech & Language Pathology Assistant - SLPA			

\* School Year

\*\* Year Round

\*\*\* School Year + Summer Program

*Section 4.* Beginning with the 2009-2010 school year, anyone newly hired as an instructional technology assistant will be classified as an ESP Level III and will only be able to displace ESP positions with the same or lower number job classification. Any instructional technology assistants hired prior to September 2009 will retain the right in a reduction in force to displace either secretarial or ESP positions with the same or lower number job classification.

*Section 5.* Employees laid off as the result of a reduction in force or the elimination of a position who completed at least three years of service with the school district before they were laid off shall be considered for recall in accordance with the following procedure:

- A. A laid-off employee who files a written request with the Superintendent will be notified of posted vacancies in the bargaining unit and may apply for a vacant position in the same manner as current employees (i.e., in writing, within the posting period). The laid-off employee is responsible for providing a current address at all times.
- B. If a vacancy occurs in a job classification from which an employee on recall has been laid off, that employee will be offered a position within the job classification. The filling of any vacancy is subject to the provisions of Article XVII of this Agreement, whether or not a laid-off employee is an applicant to fill the vacancy.
- C. If a laid-off employee refuses an offer of a job comparable to the one he/she held immediately before he/she was laid off, the Committee may remove the laid-off employee's name from the recall list. The Committee is not obligated to keep a job open for more than one week after the offer has been made.
- D. The rights of a laid-off employee under this Section expire one year after the laid-off employee's last day of work unless the laid-off employee files a written request within that one-year period with the Superintendent to extend his/her recall period for an additional year, in which case the laid-off employee's rights expire two years after the laid-off employee's last day of work.
- E. Time spent on the recall list after an employee has been laid off is excluded in computing the employee's seniority.

*Section 6.* If a bargaining unit member is laid off and subsequently rehired within one year, he/she will retain all benefits he/she had at the time of his/her layoff, including seniority providing the bargaining unit member has worked more than one-half of the school year or fiscal year, as applicable.

## **Article XVIII. - Transfers/Promotions and Job Posting/Bidding**

*Section 1.* When the Superintendent decides to fill a permanent vacancy occurring in a position covered by this Agreement, staff will be notified of vacancies via e-mail listing the hourly rate of pay, hours of work, job classification, location (building) and qualifications for the position. The

qualifications for the position shall be determined solely by the Superintendent. The notice of vacancy shall remain posted for seven (7) calendar days and members of the bargaining unit, wishing to be considered for the position, shall apply in writing and within the posting period to the Superintendent.

Vacancies from August 1 – 31 may be filled without posting. The responsibility shall rest with the individual bargaining unit members to indicate an interest in any possible vacancy, which may occur during the summer, and bargaining unit members desiring to be notified of vacancies occurring during the summer shall leave a self-addressed stamped envelope at the Administration Office.

*Section 2.* Members of the bargaining unit applying for a vacancy shall be notified in writing within fourteen (14) days after the application deadline whether they will be granted an interview for the position. Within fourteen (14) days after the final interview, but no more than 45 days after the application deadline, bargaining unit applicants will be notified in writing whether or not they have been given the position.

*Section 3.* Promotions and transfers shall be based solely upon the employer's judgment as to what will best serve the interests of the District. The employer will give due consideration to the training, skill, and other relevant qualities of the applicants. No formal testing will be required of applicants who are current employees, though current employees may be required to demonstrate their qualifications for positions to which they apply. For purposes of initial placement on the salary schedule, credit for previous comparable experience may be given at the discretion of the Committee/Superintendent, provided further that the highest initial step that a person may initially be placed is the first four steps for all positions except the following : Secretary III/Administration, Secretary III/Administration - Payroll Clerk, Secretary IV/Administration - Benefits Management, Secretary IV/Administration - Assistant Treasurer, and Secretary IV/Administration - Bookkeeper. With regard to these five named positions only, the Committee/Superintendent may initially place new hires on any of the steps tied to that position.

*Section 4.* Assignment to a building is not binding. The Superintendent may transfer employees if, in his or her discretion, the workload warrants such transfer either on a temporary or permanent basis.

*Section 5.* A regular employee who is promoted to a higher classification shall be placed on the salary schedule of the grade of that position at the hourly rate that represents the next higher monetary step plus one step.

*Section 6. Transfer to a Lower Classification.*

- A. If an employee voluntarily applies for and is awarded a position in a lower classification, or if an employee's position is eliminated, or an employee is displaced due to a reduction in force and the employee obtains a position in a lower classification through exercising his/her seniority rights, he/she will be paid at the appropriate grade and classification of the lower position. The step assignment will be the same step as the previous position. (For example,

a Secretary II who is on Step 10 and becomes a Secretary I as the result of a voluntary transfer or a reduction in force will be paid at Step 10 of the pay level for a Secretary I.)

This does not apply to multiple positions.

- B. If an employee is involuntarily transferred to a position in a lower classification, he/she will retain the same rate of pay as the former position unless the involuntary transfer is made because of the employee's unsatisfactory job performance.

#### *Section 7. Multiple Positions.*

- A. An employee appointed to multiple positions and a school-year employee appointed to a school vacation or summer position different from his or her school-year position will have a separate level and step for each position beginning at Step 1 for initial service in any position. For school year bargaining unit members with experience who apply for school vacation or summer positions, the superintendent, at his/her discretion, may place the bargaining unit member appointed to the school vacation or summer position on any of the first four steps of the wage schedule.
- B. A regular employee who applies for and is appointed to a different position during a school vacation or during the summer and is initially placed on Step 1 of the salary level for the school vacation or summer position *and* who works for the entire term of that school vacation or summer position will receive a step increase if the employee holds the same school year or summer position in succeeding years.

#### *Section 8. Postings.*

- A. The Association President will be notified of all notices of vacancy, promotions, and changes in classifications, and will receive copies of all job postings via email.
- B. All notices of school year position vacancies occurring during non-school time shall be posted in the administration building and on the district website.
- C. The district shall post all vacancies in accordance with Section 1 of this Article.

*Section 9.* When vacancies occur in seasonal or temporary positions, these positions shall be posted in accordance with Section 1 above, and all members of this unit who are qualified shall be given preference.

*Section 10.* It is recognized that the final decision as to the filling of vacancies and promotions must rest with the Superintendent and that the Superintendent's decision is not subject to the arbitration provisions of this Agreement.

*Section 11.* The Superintendent commits to provide transitional training to employees filling bargaining unit vacancies to the extent possible. The Superintendent and the Association commit to

create a list of employees available to provide mentoring to employees filling vacancies (identifying each employee's skills).

*Section 12.* For purposes of initial placement on the salary schedule, credit for previous comparable experience may be given at the discretion of the Superintendent, provided further that the highest initial step that a person may initially be placed is the first four steps for all positions except the following: Secretary III/Administration, Secretary III/Administration - Payroll Clerk, Secretary IV/Administration - Benefits Management, Secretary IV/Administration/Assistant Treasurer, and Secretary IV/Administration - Bookkeeper. With regard to these five named positions only, the Superintendent may initially place new hires on any of any of the steps tied to that position.

## **Article XIX. - Work in a Higher Classification**

*Section 1.* An employee temporarily assigned to work in a higher classification shall, after four (4) consecutive days, receive the next dollar step higher of his/her regular wage in the higher classification, retroactive to the first day of the temporary assignment.

*Section 2.* No employee shall receive less than his/her regular hourly rate of pay if temporarily assigned to work in a lower classification.

## **Article XX. - Sick Leave**

*Section 1.* All employees working a five-day work week shall earn sick leave at the rate of one and one quarter (1¼) days per month for each month of actual service, to be added to any sick leave accumulated under the previous Agreement. If an employee works less than five days per week then the rate of their sick leave will be prorated by the number of days worked per week. An employee will not accrue sick leave while he/she has been out of work on a leave of absence without pay. Sick leave may be accumulated to a maximum of 204 days for school-year employees and 224 days for year-round employees. When an employee reaches the maximum accumulation under this Section, he/she will no longer accumulate sick leave; however any sick leave which the employee would have otherwise accumulated will be added to the Sick Leave Bank. Earned sick leave will be retained if an employee is laid off and rehired within one year.

ESPII/CABAs are required to work the summer program. During the summer session they will accrue sick time at the same rate as during the school year and will be able to use other leaves of absence as may be necessary (i.e., personal, bereavement, jury duty, etc.).

*Section 2.* Accumulated sick leave with pay may be used for the following purposes:

- A. Personal illness or injury includes doctors' appointments, surgical dental procedures, and diagnostic tests that are impossible to schedule during non-working hours.

- B. Quarantine or exposure to contagious diseases, which endanger the health of the pupils or other personnel.
- C. Serious illness of a member of the immediate family living in the same household; not to exceed five days except that additional days may be granted by the Superintendent, to be deducted from employee's sick days.
- D. Critical illness of a member of the immediate family not living in the same household; such leave not to exceed five days per fiscal year, except that additional days may be granted by the Superintendent. Additional days are to be deducted from employee's sick days.

*Section 3.* Immediate family shall be considered to include: husband, wife, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law.

*Section 4.* Employees may be required to furnish a doctor's certificate prior to being paid for an absence due to personal illness.

*Section 5. Workers' Compensation.* In the case of absence due to an industrial accident while working as an employee under this Contract, the following shall apply: In accordance with General Laws Chapter 152, Section 69, the School District will provide Workers Compensation insurance for its employees.

- A. If the employee has accumulated sick leave, the School District may pay him/her (out of accumulated sick leave) the difference between his/her regular salary, and the Workers Compensation received. The difference between the employee's regular salary and Workers Compensation will be deducted from his/her accumulated sick leave.
- B. If the employee has overtime or vacation credit, the School District may pay his/her salary in full (without deduction for workers compensation) until his/her overtime or vacation credit has been used.

*Section 6.* A day's sick leave pay shall be based on the employee's normal workday. Normal workday is understood to be a workday when school is in session.

*Section 7.* The use of sick leave for purposes other than those set out in Section Two (2) above shall be unauthorized and shall constitute a breach of contract and the School Committee shall be entitled to initiate dismissal proceedings or take any other appropriate action. This provision shall not be applied in an inconsistent or discriminatory manner.

## **Article XXI. - Sick Leave Buy Back**

*Section 1.* Upon death, retirement, layoff, or separation, all employees covered by this Agreement who have served ten (10) years of continuous service in the Dennis, Yarmouth, or Dennis-Yarmouth Regional School District shall receive pay for all unused, accumulated sick leave at the rate of 25% of accumulated sick days x hours worked in a day x rate of pay.

*Section 2.* The maximum accumulation for sick leave buy back is two hundred (200) days.

*Section 3.* Temporary or substitute work does not count toward years of continuous service.

*Section 4.* The minimum number of days accumulated in order to be eligible for sick leave buy back is ten (10) days.

## **Article XXII. - Sick Leave Bank**

*Section 1.* Effective July 1, 1981, a sick leave bank for use by eligible employees covered by this Agreement who have exhausted their own sick leave and who have serious illness will be established.

A. In order to be eligible, an employee must have completed at least two years of continuous service, or in the case of a layoff, two (2) years of service. Employees who have been subject to a reduction in force within their first three years of employment will be eligible for sick leave bank if they have accumulated at least two years of service within the three-year period.

*Section 2.* The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.

*Section 3.* Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee for an additional thirty (30) day period upon demonstration of need by the applicant.

*Section 4.* The sick leave bank shall be administered by a sick leave bank committee consisting of eight (8) members. Four (4) members shall be designated by the Committee to serve at its discretion, and four (4) members shall be designated by the Association in consultation with the Committee. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. In the event of a tie vote by the sick leave bank committee, the parties agree to grant the request. Decisions of the sick leave bank committee are final and binding and not subject to appeal or the grievance-arbitration procedure. The following criteria shall be used by the sick leave bank committee in administering the bank and in determining eligibility and amount of leave: (1) adequate medical evidence of serious illness; (2) prior utilization of all eligible sick leave; and (3) length of service within the District.

*Section 5.* In order to establish the bank, all eligible employees were assessed two (2) sick leave days from their existing accumulated sick leave. Upon initial regular employment, all employees new to the district will have two (2) days deducted from their annual sick leave allowance. Employees who are rehired within one year of the date of a layoff will not be subject to the two-day deduction for the sick leave bank.



*Section 6.* When unused sick leave bank days reach one-third (1/3) of the original contribution (made effective July 1, 1981), all employees covered by this Agreement will be assessed an additional day which will be deducted from their annual sick leave allowance provided further however, all employees shall be levied one (1) additional day effective July 1, 1988.

*Section 7.* Employees shall be required to repay all time granted by the Sick Leave Bank Committee at the rate of five days per year, beginning on the July 1 next following the fiscal year in which days are granted from the sick bank. However, any school year or year round employee who has donated days to the sick bank due to reaching the maximum accumulation shall not be required to repay donated time granted by the Sick Leave Bank. All outstanding debts will be repaid and deducted from sick leave accumulation before any sick leave buy-back payment is made to the employee. Employees who have donated days to the Sick Leave Bank beyond their accumulated total will receive an annual accounting.

*Section 8.* During one (1) fiscal year, no employee shall be granted in excess of one hundred (100) days by the Committee.

### **Article XXIII. - Other Leaves of Absence**

#### *Section 1. Funeral Leave.*

- A. Bereavement leave of up to eight (8) days without loss of pay will be granted for the death of a spouse, child, mother, father, sister, or brother. At the discretion of the Superintendent, any part of the eight (8) days that are not used consecutively following the death of said person may be used for funeral and/or memorial service matters.
- B. Bereavement leave of up to three (3) days without loss of pay will be granted for the death of grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, and all members of the immediate household.
- C. One (1) day's leave to attend the funeral of an aunt, uncle, niece, nephew, or cousin shall be granted without loss of pay.
- D. Additionally, an employee may take one (1) day leave to attend the funeral of a friend, with this day being taken from the employee's accumulated sick days.
- E. Leave will be granted only for those days the employee is regularly scheduled to work and shall not apply to Saturdays, Sundays, holidays, vacation periods, and other days off.
- F. Any employee may take four (4) additional days funeral leave without pay.
- G. Additional days of funeral leave with pay may be granted at the sole discretion of the Committee. (This subsection is not subject to the grievance or arbitration provisions of this agreement.)

- H. Bereavement leave taken under paragraph A or B of this section must be taken within 30 days of the death of the deceased person except that up to two days may be taken to attend a memorial service held within 12 months of the death of the deceased person if the employee notifies the administration within 30 days of the death of the deceased person of the employee's intent to attend such a memorial service.

*Section 2. Parental Leave.*

- A. An employee who becomes pregnant will notify the Superintendent, in writing, as soon as possible, but in no event less than four (4) weeks before the commencement of such leave, stating the anticipated dates of departure and return. Such notification shall provide the administration with as much opportunity as possible to secure a replacement.
- B. The pregnant employee may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Committee may require such medical evidence of the employee's ability to continue employment as it may require when questioning the health of an employee in a non-maternity related situation.
- C. Employees on parental leave will shift from sick leave to leave without pay at that time during the leave when the employee would otherwise be physically able to return. (See Sick Leave Section).
- D. The employee may choose to return:
  - (1) As soon as possible, if less than eight (8) weeks; or
  - (2) After eight (8) calendar weeks. The eight-week period will commence on the day of birth.
- E. The choice of options is to be made at the commencement of the leave.
- F. The employee will return to the position held at the commencement of the leave.
- G. When applicable, increment credit on the salary schedule will be given to employees who actually work more than half of the regular work year for the assigned position including the time for which sick leave benefits are paid.

*Section 3. Military Leave.* Military leave shall be granted to employees of this bargaining unit in accordance with Massachusetts General Laws Chapter 33, Section 59, as amended.

*Section 4. Personal Leave.* Members of the bargaining unit will be allowed up to a total of five (5) days leave of absence in any one year for the following reasons:

- A. Personal Leave Without Loss of Pay

1. Full-time year round, full-time/school year, and part-time year round permanent employees shall be allowed up to two (2) days leave of absence and be able to accumulate a maximum of one (1) day leave of absence without loss of pay in any one (1) work year for the purpose of transacting important personal and/or religious matters which are impossible to transact during non-work hours. These days may be prorated by the portion of the year worked if less than one full year.
2. Part-time/school year permanent employees shall be allowed one (1) day leave of absence without loss of pay in any one (1) work year for the purpose of transacting important personal matters which are impossible to transact during non-work hours.
  - a. Requests for personal leave must be made to the immediate supervisor at least one (1) week in advance except in the case of emergencies. Requests must be submitted on approved Request for Leave forms. The administration may require an employee to complete a form certifying that the personal day has been taken and that such personal day complied in all respects with this section.
  - b. Personal days shall not be used for extending vacation, recreation, matters associated with another position, business or other financially rewarding enterprise of the employee, relative, or friend.

B. Unpaid Leave

1. Employees may take unpaid leave at the discretion of the Superintendent. The total number of paid and unpaid days of leave any employee may take under this section in any given school year shall not exceed five (5) days (i.e. – if an employee takes two (2) paid personal days, the employee may take a maximum of three (3) days unpaid leave under this section, at the discretion of the Superintendent).
  - a. Requests for unpaid leaves must be submitted in writing to the immediate supervisor at least two (2) weeks in advance except in the case of emergencies.
  - b. The Superintendent's decision on whether to grant an unpaid leave of absence is final, and the Association acknowledges that the denial of a request for unpaid leave may not be challenged through the contractual grievance procedure.
  - c. If a bargaining unit member requests an unpaid leave of absence after the start of the school/fiscal year, upon return he/she will be placed on the same step he/she was on at the time of the request, unless he/she has worked more than one-half of the school year or fiscal year, as applicable.

*Section 5. Professional Improvement Leave.*

- A. If requested in writing by the Superintendent or his designee, the Committee will pay the reasonable expenses (including fees, meals, and transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions. Employees shall be granted time off without loss of pay to attend such sessions when they take place during working hours.
- B. Such time off and expenses shall not be allowed by the Committee if workshops, seminars, conferences, or other professional improvement sessions are attended in order to bring basic skills to minimum standards pursuant to an unsatisfactory evaluation.

*Section 6. Short Term Leaves of Absence (Up to One (1) Month).*

- A. Building principals or directors may grant short term, unpaid leave of absence for Administrative Assistant/clerical and assistant/paraprofessional employees. If the request is denied, the employee may appeal the denial to the Superintendent.
- B. Other unpaid leaves of absence may be granted at the discretion of the Committee.
- C. During such unpaid leaves of absence, there will be no accrual of sick leave, vacation leave, or seniority; but employees shall retain all such previously accrued benefits. Employees must arrange to pay the full premiums of medical and life insurance policies if continued coverage is desired.

*Section 7. Jury Duty.* If an employee is required to serve as a grand or trial juror in any state or federal court during the employee's work year, the Committee shall grant the employee a leave of absence with pay on the day or days on which the employee serves as a juror on the condition that the employee turn over to the District any compensation he or she receives from the court for that service (exclusive of any travel allowance). Juror certificates must be submitted to the Payroll Department.

*Section 8. Leave for Religious Observances.* Unpaid leaves of absence for religious observances will be granted in accordance with and subject to Massachusetts General Laws Chapter 151B, Section 4(1A). Any employee who is eligible for and receives a leave of absence under that statute will be allowed to make up time missed from work if feasible.

## Article XXIV. - Holidays

*Section 1.* The following shall be recognized as paid holidays for permanent full-time/year round and permanent part-time/year round employees:

New Year's Day*	Columbus Day*
Martin Luther King Day*	Veteran's Day*
Presidents' Day*	Thanksgiving Day*
Patriots' Day*	Day After Thanksgiving*
Memorial Day*	Day Before OR Day After Christmas (if school is not in session)
Independence Day	Christmas Day*
Labor Day*	

Eligible employees may choose to receive a paid holiday on either the Day Before Christmas or the Day After Christmas, so long as school is not in session on those days.

*Section 2.* Paid holidays for permanent full time/school year employees are those appearing with an asterisk (\*) in Article XXIV, Section 1.

*Section 3.* Notwithstanding the language of Section 2, if a permanent full-time school year secretary is assigned to work on the day immediately preceding and the day immediately following any holiday not appearing with an asterisk (\*), he/she will be eligible to receive pay for that holiday. However, in order to receive holiday pay, the employee must still meet the requirements of Section 7 below.

*Section 4.* If a holiday falls on an employee's regular workday, he/she shall receive time off without loss of pay for the hours he/she is regularly scheduled to work.

*Section 5.* If a holiday falls on a Saturday or Sunday, and is not otherwise observed, employees, entitled to that holiday, shall receive holiday pay.

*Section 6.* If a permanent full time employee is required to work on a recognized holiday, he/she will be paid at one and one-half (1½) times his/her regular hourly rate for each hour worked in addition to holiday pay.

*Section 7.* In order for an employee to be paid for a holiday, he/she must work the scheduled workday immediately before and the workday immediately after the holiday. The only exception to this will be scheduled vacation days and sick days. The superintendent or his/her designee may require verification of an employee's illness or injury if the employee takes a sick day on the scheduled workday immediately prior to or the scheduled workday after a holiday. An employee will not be paid for a holiday if the employee takes a personal day on the workday immediately prior to or immediately after the holiday.

*Section 8.* When school is dismissed early before any of the holidays in Section 1 of this Article XXIV, permanent full-time year-round employees (other than assistants) who work the first half of the

workday have the option to take vacation leave or unpaid leave for the second half, and permanent full-time school-year employees who work the first half of the workday have the option to take unpaid leave for the second half.

## **Article XXV. - Vacations**

*Section 1.* Permanent full-time/year round and permanent part-time/year round employees shall be entitled to paid vacation in accordance with the following schedule based upon continuous years of service.

*Section 2.* Years of service for the purposes of vacation eligibility shall be based upon the employee's length of continuous service, as of July 1 of each year.

*Section 3.* Vacation days can only be taken after the year in which they are accrued.

*Section 4.* During the first year, employees hired after July 1 shall earn vacation days in a prorated amount calculated from the employee's date of hire.

*Section 5.*

<i>Years of Service</i>	<i>Length of Vacation</i>
After 1 year of service	10 days
After 5 years of service	15 days
After 10 years of service	20 days
After 20 years of service	25 days

*Section 6.* Full time and part-time school year employees are not eligible for vacation benefits.

*Section 7.* Full time and part-time year round employees receive vacation benefits based on their normal workday. Normal workday is understood to be a workday when school is in session. Vacation pay is based upon an employee's normal workday of the fiscal year in which the employee is currently working.

*Section 8.* Vacations shall be granted by the Committee at such time as, in its opinion, will cause the least interference with the performance of the regular work of the District.

*Section 9.* Vacation time may not be carried over into the next vacation eligibility year without the prior approval of the Committee.

*Section 10.* If any of the holidays specified in Article XXIV fall during an employee's scheduled vacation period on what would otherwise be a regularly scheduled workday, an additional vacation day with pay will be taken at the convenience of the Committee.

Section 11. If an employee transfers from a permanent school year to a permanent full-time/year round position, he/she will receive pro-rated benefits for years of service toward vacation eligibility. (Example: 10 years times 10 months/year equals 100 months divided by 12 months equals 8 years of service.) Employees transferred pursuant to this section shall be allowed to use vacation, on a prorated basis, during the first (transition) year of their new employment as a permanent, full-time, year-round employee.

**Article XXVI. - Longevity**

Section 1. Each employee covered by this Agreement working twenty-five (25) hours\* or more per week in permanent status occupying a position subject to the compensation received under this Contract shall receive annual increments determined as follows:

Length of Service	<u>Payment</u>
Over 10 years, but not over 15	\$1,075
Over 15 years, but not over 20	\$1,275
Over 20 years	\$1,475

Years of service for purposes of longevity eligibility shall be based upon the employee’s length of service as of July 1 in each year.

Section 2. Payments shall be made once annually during the month of July.

Section 3. An employee must complete the school year in order to be eligible for a longevity payment.

Section 4. If an employee transfers from a part-time to full-time position, he/she will receive full credit for years of service toward longevity payments.

*\*If a bargaining unit member is involuntarily reduced to less than twenty-five (25) hours per week and has been earning longevity at the time of the reduction, he/she will be grandfathered and continue to receive longevity. If, however, a bargaining unit member chooses to reduce to a position that is fewer than twenty-five (25) hours, he/she will lose his/her eligibility for longevity.*

**Article XXVII. - Absence of Association Officers**

Any employee selected as an officer or delegate of the Association shall be allowed reasonable time off for the performance of such duties without loss of seniority rights or pay at the discretion of the Superintendent.

## **Article XXVIII. - Miscellaneous**

*Section 1.* In the event, any provision of this Agreement is held unlawful by any court or administrative agency of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Committee and the Association shall commence good faith negotiations for new provisions in those areas affected.

*Section 2. Delayed Opening/Early Dismissal.* In the event of a delayed opening or early closing of school due to weather or other emergency, employees will be paid for a full work day.

*Section 3.* The Committee retains the right to use volunteers in its schools as it deems necessary and appropriate. The Committee will not specifically replace positions eliminated for reasons of economy with full time volunteers or the equivalent thereof.

*Section 4.* No member of this bargaining unit (with the exception of nurse's assistants) will be asked to give prescription medicine at any time, except in the case of life-threatening conditions that call for the use of an epipen, inhaler, or as allowed by district medication delegation guidelines.

*Section 5.* Effective July 1, 2018, create a new annual stipend of one thousand dollars (\$1,000.00) for bargaining unit members to serve as substitute callers for each building. This work will occur outside of members' regular work day.

*Section 6. Course Reimbursement.* All members of the bargaining unit are eligible to apply for course reimbursement, workshop, conference, and continuing education subject to the following provisions:

- A. Course reimbursement does not apply to graduate level courses.
- B. Courses requested by Education Support Professionals must be approved by the Director of Pupil Services prior to the start of the course. Approval of the course is requested by using the prescribed form. The Director of Pupil Services will evaluate course requests based on the relevance of the course to the employee's current position.
- C. Courses requested by Secretaries must be approved by the Assistant Superintendent for Business and Administrative Services prior to the start of the course. Approval of the course is requested by using the prescribed form. The Assistant Superintendent for Business and Administrative Services will evaluate course requests based on the relevance of the course to the employee's current position.
- D. One member of the DYRSAA will be designated by the Union to consult with the Director of Pupil Services or the Assistant Superintendent for Business and Administrative Services to offer input in evaluating course requests. It is expressly understood, however, that the DYRSAA has no decision making authority in the process and that the Director of Pupil Services or the Assistant Superintendent for



Business and Administrative Services remains free to follow or not follow any suggestion of the DYRSAA designee.

- E. The maximum annual reimbursement shall be \$500 and will be made upon the satisfactory completion of the course. A final grade of C or better is considered satisfactory, and evidence of that grade must be submitted in order to process reimbursement. No unit member shall receive reimbursement for more than one course per fiscal year. If an individual registers for a noncredit class that costs less than \$100, the course limitation may be waived.
- F. The maximum total cost of this article will be \$5,000 per fiscal year.
- G. Disputes over the application or interpretation of this section are subject to the grievance procedure up to Step 4 but are not subject to arbitration.

*Section 7. References to Days.* Unless otherwise specified, references in this Agreement to days are to calendar days.

*Section 8. Labor-Management Committee.* The parties agree to establish a Labor-Management Committee comprised of representatives of each party to discuss issues of mutual concern affecting labor-management relations. The Labor-Management Committee will meet at least twice a year and may meet more often by mutual agreement. No grievances will be discussed at meetings of the Labor-Management Committee, though topics that could lead to grievances may be discussed.

No collective bargaining will take place at meetings of the Labor-Management Committee, and recommendations growing out of meetings of the Labor-Management Committee are not binding on the parties.

## **Article XXIX. - Wages**

*Section 1.* In order to be eligible for a step increase, non-certified employees must be employed in a regular permanent position for at least six (6) months prior to July 1 of each year. Employees hired after January 1 of each year shall not be eligible for a step increase until July 1 of the following year. Step increases may be withheld for just cause.

- A. Unsatisfactory job performance, excessive absenteeism, insubordination, and violating clearly established work rules are examples of conduct that would constitute just cause for withholding a step increase. (The foregoing examples are meant to be illustrative only, not exhaustive.)
- B. In reviewing a decision to withholding a step increase, an arbitrator must uphold the decision unless the arbitrator determines that (a) the decision to withhold the step increase was the result of patronage or unlawful discrimination; (b) the employee did not engage in the conduct that formed the basis of the decision to withhold the step increase; (c) the

District's employee performance standards were unreasonable and the employee would have met the reasonable standard closest to the unreasonable standard; (d) the determination that the employee failed to meet the District's employee performance standards was clearly erroneous; or (e) withholding a step increase was clearly disproportionate to the conduct that formed the basis of the decision to withhold the step increase, in which case the arbitrator may reduce the penalty so that it is not clearly disproportionate.

- C. In assessing the reasonableness of the District's employee performance standards, an arbitrator must give weight to the purpose of encouraging the development and maintenance of an efficient school system and may not find a standard unreasonable simply because it places higher demands on employees that are typically imposed in other school districts.
- D. A decision to withhold a step increase that would otherwise be upheld may not be overturned because the employee has a long history of satisfactory service. An arbitrator may take into account the employee's entire performance during the 12 months prior to the discipline or discharge in considering whether the employee failed to satisfy the district's employee performance standards, but that performance may not constitute the sole reason for overturning a decision to withhold a step increase.

*Section 2.* Step-increases for eligible employees become effective July 1 of each year and are paid the first regular payroll period in July.

*Section 3.* Full-time employees shall be provided a minimum of one-half hour duty free unpaid lunch period. Employees are required to pay for meals provided by school cafeterias.

*Section 4.* If an employee is required to perform duties outside the normal parameters of his/her job description or workday, the employee shall be paid for those duties at his/her regular rate of pay, except that an employee shall be paid time and one-half for all time worked in excess of forty (40) hours in one work week.

*Section 5.* Employees, who remain in the same position from one year to the next, may not move more than one step up the salary schedule in any given fiscal year.

*Section 6.* Any Assistant, who is assigned by the Administration to cover an absent teacher's class as a substitute teacher, shall receive a \$10.00 stipend for each full day he or she so serves. Any Assistant who is assigned by the Administration to cover an absent teacher's class due to absences, meetings, or other circumstances as a substitute teacher, shall receive a five dollar (\$5.00) stipend for each half day he or she so serves.

*Section 7.* Employees shall be required to use direct deposit with email receipt to receive their paycheck which shall take effect upon ratification of this Agreement. In extenuating circumstances, the Superintendent may waive this requirement based on an employee's written request.

Full-time, year-round Level II secretaries shall have their regular school hours apply to the entire year. These employees will be notified by July 1<sup>st</sup> of their hours for the upcoming fiscal year.

**\*\*HOURLY RATE SCHEDULES - see Appendices\*\***

### **Article XXX. - Travel Allowance**

Travel allowance equivalent to those paid to other employees of the District will be paid to employees covered by this Agreement when they are directed by their immediate supervisor to use their automobiles in the course of their employment.

### **Article XXXI. - Child or Dependent Care Payments**

*Section 1.* At the request of any employee, the Committee shall reduce the employee's salary by a specified amount and shall pay that amount to a provider of child or dependent care designated by the employee. Such a request must be made on a form approved by the Committee.

*Section 2.* The Committee shall pay the child or dependent care provider designated by the employee within thirty (30) days following its receipt of a provider's invoice. The Committee is not required to pay child or dependent care providers more often than biweekly.

*Section 3.* Payments made by the Committee under this do not imply an endorsement of the services of the child or dependent care providers to whom the payments are made. The Committee is not responsible for the quality of those services or for verifying that they are actually performed.

*Section 4.* The parties intend payments made by the Committee under this to qualify as tax-free fringe benefit under the Internal Revenue Code, but the Committee does not guarantee that they will be tax free.

*Section 5.* Employees making use of this Article shall be limited to no more than three (3) changes in providers in any one (1) year.

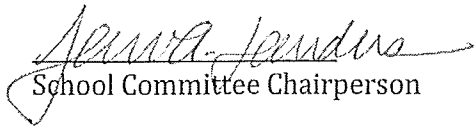
### **Article XXXII. - Effective Date and Termination**

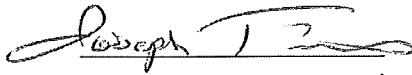
*Section 1.* This agreement shall be effective as of July 1, 2018 and remain in full force and effect until midnight, June 30, 2021.

*Section 2.* This Agreement shall continue thereafter from year to year unless terminated by notice, in writing, given by either party to the other no later than November 1, 2020.

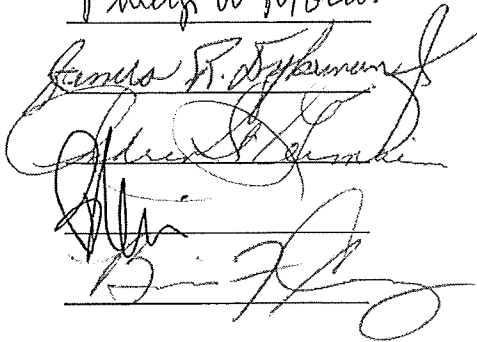
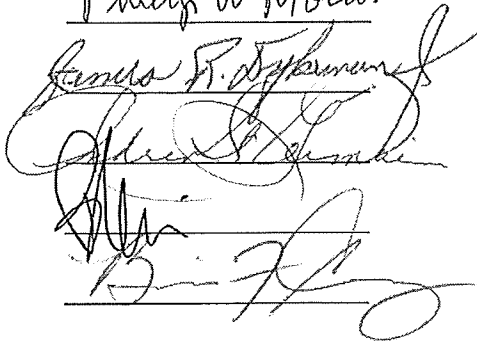
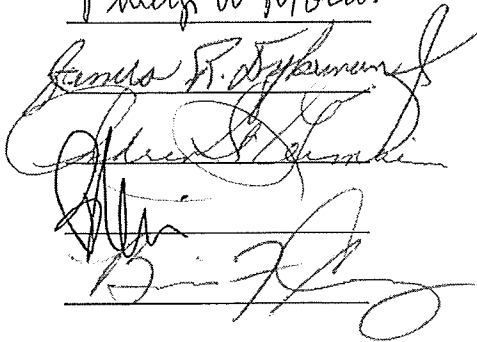
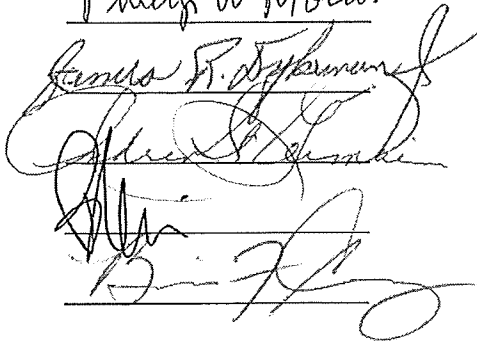
*Section 3.* This Agreement may be amended at any time by mutual agreement of the parties expressed, in writing, and annexed hereto.

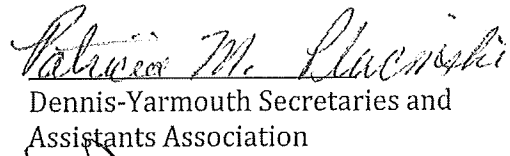
In witness whereof, the parties to this contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date above written.

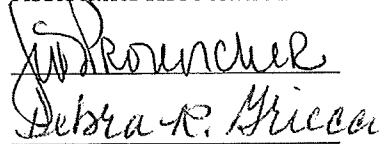
  
School Committee Chairperson



Phillip W Morris

  
Dennis-Yarmouth Secretaries and  
Assistants Association

  
Debra R. Gricci

Karen L. Mauro

India Clifford

Susan Nelson

\_\_\_\_\_

## Appendix A. - Salary Schedule

**Salary Schedule Effective July 1, 2018 through June 30, 2019**

Step	ESP 1	ESP 1A	ESP 2	ESP 3	ESP 4	SEC 1	SEC 2	SEC 3	SEC 4
1	\$15.44	\$15.60	\$19.68	\$20.41	\$23.51	\$17.97	\$19.68	\$20.41	\$21.98
2	\$15.91	\$16.07	\$20.30	\$21.07	\$24.27	\$18.53	\$20.30	\$21.07	\$22.64
3	\$16.67	\$16.83	\$20.94	\$21.74	\$25.02	\$19.13	\$20.94	\$21.74	\$23.35
4	\$17.42	\$17.60	\$21.60	\$22.47	\$25.88	\$19.69	\$21.60	\$22.47	\$24.11
5	\$17.97	\$18.15	\$22.25	\$23.22	\$26.71	\$20.30	\$22.25	\$23.22	\$24.84
6	\$18.53	\$18.72	\$22.95	\$23.94	\$27.57	\$20.95	\$22.95	\$23.94	\$25.59
7	\$19.13	\$19.32	\$23.94	\$24.70	\$28.45	\$21.64	\$23.94	\$24.70	\$26.28
8	\$19.69	\$19.88	\$24.63	\$25.54	\$29.42	\$22.28	\$24.63	\$25.54	\$27.07
9	\$20.30	\$20.50	\$25.13	\$26.05	\$30.00	\$22.73	\$25.13	\$26.05	\$27.61
10	\$20.95	\$21.16	\$25.63	\$26.57	\$30.60	\$23.18	\$25.63	\$26.57	\$28.16
11	\$21.89	\$22.11							
12	\$22.66	\$22.89							

**Salary Schedule Effective July 1, 2019 through June 30, 2020**

Step	ESP 1	ESP 1A	ESP 2	ESP 3	ESP 4	SEC 1	SEC 2	SEC 3	SEC 4
1	\$15.75	\$15.91	\$20.07	\$20.82	\$23.98	\$18.33	\$20.07	\$20.82	\$22.42
2	\$16.23	\$16.39	\$20.70	\$21.49	\$24.75	\$18.90	\$20.70	\$21.49	\$23.10
3	\$17.00	\$17.17	\$21.36	\$22.17	\$25.52	\$19.51	\$21.36	\$22.17	\$23.81
4	\$17.77	\$17.95	\$22.04	\$22.92	\$26.39	\$20.08	\$22.04	\$22.92	\$24.60
5	\$18.33	\$18.52	\$22.69	\$23.68	\$27.25	\$20.70	\$22.69	\$23.68	\$25.33
6	\$18.90	\$19.09	\$23.41	\$24.42	\$28.12	\$21.37	\$23.41	\$24.42	\$26.10
7	\$19.51	\$19.70	\$24.42	\$25.20	\$29.02	\$22.08	\$24.42	\$25.20	\$26.80
8	\$20.08	\$20.28	\$25.13	\$26.05	\$30.01	\$22.72	\$25.13	\$26.05	\$27.61
9	\$20.70	\$20.91	\$25.64	\$26.57	\$30.60	\$23.18	\$25.64	\$26.57	\$28.16
10	\$21.37	\$21.58	\$26.15	\$27.10	\$31.21	\$23.65	\$26.15	\$27.10	\$28.73
11	\$22.33	\$22.55							
12	\$23.12	\$23.35							

**Salary Schedule Effective July 1, 2020 through June 30, 2021**

<b>Step</b>	<b>ESP 1</b>	<b>ESP 1A</b>	<b>ESP 2</b>	<b>ESP 3</b>	<b>ESP 4</b>	<b>SEC 1</b>	<b>SEC 2</b>	<b>SEC 3</b>	<b>SEC 4</b>
<b>1</b>	\$16.07	\$16.23	\$20.47	\$21.23	\$24.46	\$18.70	\$20.47	\$21.23	\$22.87
<b>2</b>	\$16.55	\$16.72	\$21.12	\$21.92	\$25.25	\$19.28	\$21.12	\$21.92	\$23.56
<b>3</b>	\$17.34	\$17.51	\$21.79	\$22.61	\$26.03	\$19.90	\$21.79	\$22.61	\$24.29
<b>4</b>	\$18.13	\$18.31	\$22.48	\$23.38	\$26.92	\$20.48	\$22.48	\$23.38	\$25.09
<b>5</b>	\$18.70	\$18.89	\$23.14	\$24.15	\$27.79	\$21.12	\$23.14	\$24.15	\$25.84
<b>6</b>	\$19.28	\$19.47	\$23.88	\$24.91	\$28.68	\$21.80	\$23.88	\$24.91	\$26.63
<b>7</b>	\$19.90	\$20.10	\$24.91	\$25.70	\$29.60	\$22.52	\$24.91	\$25.70	\$27.34
<b>8</b>	\$20.48	\$20.69	\$25.63	\$26.57	\$30.61	\$23.18	\$25.63	\$26.57	\$28.16
<b>9</b>	\$21.12	\$21.33	\$26.15	\$27.10	\$31.21	\$23.64	\$26.15	\$27.10	\$28.73
<b>10</b>	\$21.80	\$22.02	\$26.67	\$27.64	\$31.84	\$24.12	\$26.67	\$27.64	\$29.30
<b>11</b>	\$22.77	\$23.00							
<b>12</b>	\$23.58	\$23.82							

## Appendix B. – Evaluation Procedure

### Dennis-Yarmouth Regional School District

#### Education Support Professional and Secretary Evaluation

Employee's Name: \_\_\_\_\_

Position/Building: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Review Period: \_\_\_\_\_

Type of Evaluation: ☐ Initial - 6 months  
☐ Annual  
☐ Special

*This evaluation form should be used in conjunction with the job description for the position being evaluated. This will allow the measures of performance in the form to be related to the specific duties and responsibilities of the position.*

Job duties and performance expectations have been discussed with the employee? Yes ☐ No ☐

If applicable, appropriate corrective action has been discussed with employee? Yes ☐ No ☐

#### Rating Key:

**Exemplary:** Performance consistently and effectively meets and frequently exceeds job requirements.

**Proficient:** Performance consistently and effectively meets job requirements.

**Needs Improvement:** Performance where improvements are needed to meet some significant job requirements.

**Unsatisfactory:** Performance does not meet job requirements.

#### Essential Duties and Responsibilities

A. Professional Culture – Education Support Professionals and Secretaries	Rating	Comments
1, Comes to position with energy, is motivated, organized, and focused on work		
2. Maintains a professional appearance and positive demeanor		
3. Demonstrates confidentiality and professional communication		

<b>B. Accountability/Dependability - Education Support Professionals and Secretaries</b>	<b>Rating</b>	<b>Comments</b>
1. Punctual		
2. Attendance		
3. Demonstrates initiative and resourcefulness		
4. Accepts constructive criticism in a positive manner and works to improve performance		
5. Willing to participate in further training/education for advancement of personal skills and overall job performance		
6. Uses technology appropriately (i.e. cell phone, iPads, Laptops, Computers, etc.) for educational or work-related purposes		

<b>C. Teamwork and Cooperation - Education Support Professionals and Secretaries</b>	<b>Rating</b>	<b>Comments</b>
1. Works well with others and functions as a team member to work more efficiently		
2. Willingly offers or accepts assistance when appropriate		
3. Adapts positively to changes in the work setting		
4. Respects fellow co-workers and demonstrates professionalism in collective situations		

<b>D. Interpersonal/Communication Skills - Education Support Professionals and Secretaries</b>	<b>Rating</b>	<b>Comments</b>
1. Clearly, accurately and positively communicates with others both orally and in writing		
2. Is considerate of different types of people and cultures		

<b>E. Productivity - Education Support Professionals and Secretaries</b>	<b>Rating</b>	<b>Comments</b>
1. Functions with minimal supervision		



2. Consistently performs job functions with accuracy, versatility, and efficiently		
3. Manages time wisely, is well organized and focused		
4. Cooperatively performs other duties when assigned		

<b>F. Judgment/Problem Solving - Education Support Professionals and Secretaries</b>	<b>Rating</b>	<b>Comments</b>
1. Identifies causes, makes sound and logical job related decisions that are in the best interests of the students and/or staff		
2. Open to new ideas, programs, systems, and/or structures		
3. Recognizes when supervisory intervention is appropriate and/or necessary for problem resolution		
4. Routinely incorporates supervisory feedback and offers alternatives		

<b>G. Secretaries Job Knowledge of Essential Duties</b>	<b>Rating</b>	<b>Comments</b>
1. Displays understanding of expectations and demonstrates competency in skills related to position, as communicated by Evaluator, including: preparing/distributing internal/external correspondence, answering and routing telephone calls, operating office equipment, maintaining office files and records		
2. Understands and competently implements procedures, strategies, and protocols including new initiatives		

<b>H. Education Support Professionals Job Knowledge of Essential Duties</b>	<b>Rating</b>	<b>Comments</b>
1. Displays understanding of expectations and demonstrates competency in skills related to position, as communicated by Evaluator		
2. Provides instructional support to students		
3. Provides behavioral support to students		
4. Implements environmental and curricular accommodations/modifications		
5. Collects data regarding student's goals and objectives		

6. Attends to the daily living skills and personal care of the students		
7. Lunch and/or Recess or Before/After/Out of School Care provides appropriate group management supervision		
8. Uses technology appropriately to improve student learning		

### SUMMARY OF EVALUATION

**The evaluator must explain below, with specifics, any rating of Exemplary or Unsatisfactory. Rating of Unsatisfactory requires a special evaluation in 90 days. This Evaluation consists of 4 pages.**

### EMPLOYEE'S COMMENTS

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

I have reviewed a completed copy of this form and have had the opportunity to discuss it with my supervisor(s). My signature does not necessarily reflect agreement with the evaluation.

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**