

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**KING PHILIP REGIONAL  
SCHOOL COMMITTEE**

**AND**

**KING PHILIP TEACHERS ASSOCIATION  
UNIT B – FACILITIES EMPLOYEES**

**JULY 1, 2023 – JUNE 30, 2026**



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## **CONTRACT AGREEMENT**

This Agreement is made this 1st day of July, 2023, by and between the King Philip Regional School District Committee (“the Committee”), a body organized and existing under the laws of the Commonwealth of Massachusetts and having its usual place of business in Norfolk, Norfolk County, Massachusetts, and the King Philip Regional Teachers Association, Unit B Facilities Employees (the “Association”), an Association representing the facilities employed by the Committee and having its usual place of business in Norfolk, Norfolk County, Massachusetts.

## **WITNESSETH**

Pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Sections 1-15 inclusive, and for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE I - RECOGNITION**

The Committee has recognized the Association as the exclusive bargaining agent for all facilities employees employed by the Committee concerning questions of wages, hours, standards of productivity and performance, and any other terms and conditions of employment, and any other matters that may lawfully come within the scope of collective bargaining as defined by statute. The Committee will not bargain with any individual or group of individuals other than the representatives of the Association on such matters as described herein.

### **ARTICLE II - AUTHORITY OF THE COMMITTEE**

- A. It is understood and recognized that the Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Contract shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this contract, the Committee retains all powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.
- B. It shall also be understood that the Committee has the right to employ, transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons. No employee shall be relieved from duty or terminated without good cause.

### **ARTICLE III - EXISTING CONTRACTS**

The wages, hours, standards of productivity and performance, and any other terms and conditions of employment in effect and existing prior to the effective date of this Agreement shall continue and be effective, subject to the provisions of this Agreement. Attached hereto as Appendix A are the salary schedules effective July 1, 2023.

#### **ARTICLE IV - TERMS OF AGREEMENT**

- A. This Agreement shall continue in effect from July 1, 2023, to June 30, 2026. This Agreement may be altered, changed, or re-written at any time by a document signed by both parties to this Agreement.
- B. The Superintendent reserves the right to place new hires on the salary schedule based upon previous comparable school facilities staff experience.
- C. All reference to “facilities employees and/or staff” in this Agreement, except in Appendix A, include, assistant head facilities employees and groundskeeper.
- D. This Agreement shall be renewed without action on the part of the parties for successive terms of one year unless by March 1 prior to the expiration date of any agreement either party shall give to the other party written notice of its intent to modify or terminate the Agreement.
- E. The first collective bargaining meeting for any new Agreement shall be mutually arranged at a time consistent with two weeks’ notice for each party.
- F. A facilities employee shall always be on duty whenever a building is in use for a public event held by a group of teachers, students, community group, organization, or business.
- G. An employee’s work week of 40 hours may be modified by mutual agreement of the employee and building Principal. This modified work week is only available to employees who have worked three years or more, and a weeks’ notice must be given before an adjustment to the work week is initiated.

#### **ARTICLE V - SEVERABILITY**

If any provisions of this Agreement shall be found contrary to law, then such provisions shall not be deemed valid and subsisting, except to the extent provided by law, but all other provisions shall continue in full force.

No agreement, understanding, alteration or violation of the terms or provisions of the Agreement herein shall bind the parties hereto, unless made and executed in writing by said parties.

#### **ARTICLE VI – THIS ARTICLE LEFT INTENTIONALLY BLANK**

#### **ARTICLE VII - GRIEVANCE PROCEDURE**

- A. A grievance is defined for the purpose of this Agreement to be a dispute over the interpretation or application of the terms of the Agreement, including violations of any provisions contained herein.
- B. The procedure set forth hereinafter is intended to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement.

**Level One** - Grievances shall be submitted to the building Principal within fifteen (15) working days of the alleged violation. The grievance shall identify the aggrieved party, the provision(s) of the agreement allegedly violated, the time(s) and place(s) the alleged event(s) or condition(s)

constituting the grievance existed and, if known, the identity of the person(s) responsible for causing such event(s) or conditions and a general statement of the grievance and redress sought by the aggrieved party. The Principal or their designee shall meet with the employee within five (5) working days of receipt of the grievance. The building Principal or their designee shall reply in writing within five (5) working days of the meeting. Any grievance filed by the groundskeeper shall be submitted to the Superintendent beginning at Level Two.

**Level Two** - If the grievance is not satisfactorily resolved at Level One, it shall be submitted in writing to the Superintendent of Schools or their designee within five (5) working days. The Superintendent or their designee shall meet with the aggrieved party within five (5) working days of receipt of the grievance and will reply in writing within five (5) working days of said meeting.

**Level Three** - If the grievance is not satisfactorily resolved at Level Two, it shall be submitted in writing to the District School Committee within five (5) working days. The Committee shall meet with the aggrieved party at the next regularly scheduled Committee meeting provided at least five (5) working days' notice has been given. Within ten (10) working days of the committee's meeting a written answer shall be given to the grievant.

**Level Four** - In the event the grievance cannot be resolved at Level Three, either party may petition the American Arbitration Association within ten (10) working days of receipt of the Level Three decision, to provide a list of arbitrators in accordance with their rules of procedure. The cost of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final, but the arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

- C. The aggrieved party shall have the right to have a representative of the Association with them at each and every level of the grievance procedure.

### **ARTICLE VIII - SICK LEAVE**

- A. Sick leave shall be eighteen (18) days annually to be available on the first day of the fiscal year. Should the employee leave the district's employment during the year, the amount of sick leave earned shall be pro-rated. The maximum accumulated sick leave shall not exceed one hundred and eighty (180) days.
- B. The Committee shall grant up to three (3) days per year in the case of a serious illness in the immediate family, which requires the personal care of the employee. Immediate family shall mean spouse, children, parents, brothers, or sisters or other relatives who live in the employee's household.
- C. If a member has an extended illness longer than fifteen (15) consecutive school days, the member may be asked to furnish the Superintendent with a fitness for duty letter from their physician stating that the member is either able to resume their duties without restriction or identifying possible accommodations that would allow the member to return to work and perform their job.

The Superintendent may grant an additional five (5) days of serious illness days at their discretion. The School Committee may approve up to 20 additional days, as recommended by the Superintendent. Such days are to be subtracted from the employee's accumulated sick leave.

## **ARTICLE IX - SICK LEAVE BANK**

A sick leave bank shall be established by members of the bargaining unit voluntarily contributing two (2) days of their accumulated sick leave days for use by a participating member whose sick leave is exhausted through prolonged illness.

1. The sick bank will be used only when the employee is prevented from working because of illness or injury to the employee and when this disability is of a prolonged nature, that is, ten (10) consecutive working days or more.
2. A doctor's certificate shall be required for benefits under the sick bank plan.
3. The sick bank will cover prolonged illness, but only after the applicant's accumulated sick days are exhausted. Example: An employee who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using sick bank days from the 13th to the 30th sick day.
4. The initial grant of days from the sick bank will cover up to twenty (20) working days of any one prolonged illness, and the grant will end on the last school day of the school year in which the prolonged illness began. Consideration will be given for additional days beyond twenty (20) in the event that the prolonged illness continues.
5. An employee who is eligible to join the sick bank must apply for membership on a form provided by the sick bank administrators. Employees wishing to join the sick leave bank must apply for membership by November 1 of each school year. Only employees who have been employed by the King Philip Regional School Committee for two (2) years or more may contribute to and participate in the sick leave bank.
6. If the sick bank is exhausted, i.e., if all the sick days contributed to the bank have been used, the bank shall be replenished by the contribution of an additional day of sick leave from each facilities employee who wishes to participate in the bank. Such additional days will be deducted from the employee's accumulated sick leave.
7. The sick leave bank committee will be administered by a committee of four: two members representing the Association, and two members representing the School Committee. All requests for use of days shall be directed to this sick bank committee. The decisions of the Committee shall be final and not subject to the grievance and arbitration procedures. Only those employees who voluntarily contribute to this bank shall be eligible for its benefits.
8. Those applying to utilize the sick leave bank shall complete a Sick Leave Bank Application. The Application, with required information attached, including the attending physician's certification and a copy of the application form joining the sick leave bank, shall be submitted to the Superintendent's Office, who will have appropriate data recorded and verified prior to submitting data sets to the Chair, King Philip Regional School Committee, with a duplicate set forwarded to the President of the King Philip Teachers Association.
9. Upon retirement from the King Philip Regional School District, a member may contribute up to twenty (20) accrued but unused sick days to the Sick Leave Bank.

## **ARTICLE X - PERSONAL LEAVE**

- A. An employee will be allowed to be absent not more than three (3) nonconsecutive days per year on leave for personal business which cannot be conducted during the non-work time. The Facilities Manager shall be notified via the district's electronic absence reporting system at least forty-eight (48) hours in advance, except in an emergency. Personal business days must not be used for

recreation-like activities, outside employment, to extend a vacation holiday or any other leave provision of this contract.

- B. Any personal leave not used during a contract year will be added to the employee's sick leave accumulation.
- C. A Leave of Absence without pay may be approved by the Superintendent of Schools on an individual basis.

### **ARTICLE XI - POSTING OF POSITIONS**

Vacancies or new positions in the bargaining unit shall be posted in a conspicuous place for five (5) working days. Employees who are interested in the position shall apply in writing within the five (5) working day posting period. All current employees shall be given consideration when filling such vacancies and nothing herein shall give any employee priority for such position(s).

### **ARTICLE XII – DUES DEDUCTIONS**

- A. During the term of this Agreement, the Committee agrees to deduct Association membership dues in accordance with the "Authorization for Payroll Deduction Form" from the pay of each employee who is a member of the Association and who has executed such authorization form. On a quarterly basis, the Committee shall forward all dues thus collected to the Treasurer of the Association along with a list of employees who have said dues deducted. A copy of the "Authorization for Payroll Deduction Form" is attached to this Agreement. Such authorization may be withdrawn by giving thirty (30) days written notice of such withdrawal to the Committee.
- B. The Association shall indemnify, defend, and hold the Committee harmless against suit against the Committee or the member municipalities on account of payroll deductions of said dues. The Association agrees to refund to the Committee any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

### **ARTICLE XIII - HOLIDAYS**

- A. Facilities employees shall be paid for the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriots Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Facilities employees will be paid for Good Friday and the day after Thanksgiving, providing that school is not in session.

- B. In addition, employees shall be paid for one-half day holiday on the workday immediately preceding Thanksgiving, Christmas, and New Year's Day. This section will only apply when an employee is regularly scheduled to work on Thanksgiving Eve Day, Christmas Eve Day (December 24) and New Year's Eve Day (December 31).

- C. If a holiday falls within an employee’s vacation period, the employee shall receive an additional day of vacation with pay.
- D. If an employee is required to work on any of the holidays cited in this article, such employee shall be paid at a rate of one and one-half (1½) times their regular hourly wage for the time worked. This pay shall be in addition to the employee’s holiday pay.
- E. In order for an employee to receive the pay for the above-listed holidays, they must work the last regular scheduled day immediately preceding the holiday and the first regular scheduled day immediately following the holiday unless on vacation, bereavement leave or excused for legitimate illness.
- F. If one of the above holidays falls on an employee’s normal day off, the employee shall be granted another day off in lieu of the holiday. Such a day shall be by mutual agreement of the employee and their supervisor.
- G. Each employee shall be entitled to up to two (2) day’s paid leave for the purpose of observing religious belief during normal working hours. Advance notice of a week in writing on a form provided by the District shall be given by the employee to the administration. Any additional day for observing religious holidays shall be deducted from personal leave.

**ARTICLE XIV - VACATIONS**

- A. For the purposes of this article “worked continuously” shall mean that the employee has remained in a pay status.
  - 1. July 1 shall be the common anniversary date for the accumulation of vacation benefits. Any employee hired after July 1 shall have vacation benefits prorated to the next succeeding July 1 for the first year only. For example, an employee hired January 1 should be entitled to 6/12 of their first year’s vacation benefits.

Pro-rated vacation table (first year only):

<b>SERVICE</b>	<b>VACATION CREDIT</b>
1 month	1 day
2 months	1½ days
3 months	2½ days
4 months	3 days
5 months	4 days
6 months	5 days
7 months	6 days
8 months	6½ days
9 months	7½ days
10 months	8 days
11 months	9 days

- 2. Any employee who has worked continuously for a period of one (1) year shall be entitled to a total of ten (10) workdays of vacation.
- 3. Any employee who has worked continuously for a period of five (5) years shall be entitled to a



total of fifteen (15) workdays of vacation.

4. Any employee who has worked continuously for a period of ten (10) years shall be entitled to a total of twenty (20) workdays of vacation.
  5. Any employee who has worked continuously for a period of fifteen (15) years shall be entitled to a total of twenty-five (25) workdays of vacation. The maximum vacation to be accumulated after fifteen (15) years of service is twenty-five (25) workdays.
- B. Each employee shall receive only the pay they normally receive for one day's work for each of the aforesaid vacation days.
- C. Should an employee be unable to take their vacation due to work demands of the employer, the time remaining in their vacation up to a maximum of two (2) weeks may be:
1. Carried over into the next vacation year. Such unused vacation time must be used in the subsequent twelve (12) month vacation period, or
  2. Carried over as sick leave.
- The employee must choose between option 1 and option 2 above and may not divide the unused leave. The employee must elect how they would like the unused vacation days to be allocated by June 1<sup>st</sup>.
- D. Accumulation of vacation days will be based on the fiscal year July 1-June 30.
- E. Vacations shall not be scheduled or directed to facilitate a period of a building shut down or other period when no work is available.
- F. All vacations are arranged and approved through the Facilities Manager. During summer recess and scheduled school vacation periods (Christmas, February, April), up to three (3) unit members at a time at the high school and up to two (2) unit members at a time from the middle school may take their vacation during the same weeks (The position of Groundskeeper will not be counted for purposes of this calculation). For vacations greater than two days, the unit member must request approval by the Facilities Manager at least fifteen (15) working days prior to the requested vacation date. Vacations of two (2) days or less require a written request to the Facilities Manager two (2) working days prior to the requested vacation date. Vacations will not be approved during the week prior to the beginning of the school year unless prior authorization is granted by the superintendent or their designee.
- G. Vacation time will continue to accrue to an employee while the employee is on leave with pay or industrial accident leave.
- H. Employees whose employment is terminated by discharge, layoff or retirement will receive pay for vacation time due them and accrued up until the time of termination. Such vacation time will be pro-rated according to the amount of time worked by the employee during the year. For example, an employee with seven (7) years of continuous service is entitled to fifteen (15) workdays of vacation. If that employee's employment was terminated after they had worked one third (1/3) of the year, the custodian would receive pay for five (5) workdays of vacation.

## ARTICLE XV - OVERTIME

The provisions of this article shall apply to the awarding of overtime work, i.e., work in excess of forty (40) hours per week. Work is defined as being physically present in the employee's assigned building and completing assigned duties. Up to ten (10) sick leave, personal leave, or vacation days per year may be applied toward "work" if the custodian, prior to using sick leave, personal leave, or vacation days, was scheduled for overtime.

- A. Additional sick leave days cannot be applied to completing forty (40) hours of required work to earn overtime. This may be waived at the discretion of the Superintendent in cases of inclement weather, closures, and emergencies.
- B. An employee who works overtime shall be paid for such overtime at a rate of one and one half (1½) times their regular hourly wage. Extension of the normal eight-hour shift shall be paid in increments of not less than one-half (½) hour.
- C. If an employee is called back to work from their home after the completion of their daily eight (8) hour shift, they shall be paid for no less than two (2) hours of work at the overtime rate of pay. This provision shall not apply to the extension of a normal work shift. An extension of the normal work shift is defined as continuous work after an eight (8) hour shift is scheduled to end or coming into work any time before an eight (8) hour shift is scheduled to begin.
- D. Compensation at double the employee's regular hourly wage shall be paid to any employee who is required to work on a Sunday.
- E. The Committee may require reasonable amounts of overtime from each bargaining unit member. The Committee shall first attempt to fill overtime assignments by voluntarily soliciting bargaining unit members within the building according to a rotating overtime list based on unit seniority within the building. Should there be insufficient volunteers to fill an overtime assignment; the Committee may require the least senior bargaining unit members in the building to perform the overtime assignment. For purposes of overtime assignments, the groundskeepers shall be considered to have their own overtime list. The only reason the list would be bypassed is for emergency overtime work such as snow removal, outside emergencies, bomb scares, etc. Emergency overtime is separate from this rotation list and does not have any effect on the rotation list. Employees accepting an overtime shift for maintenance purposes must be qualified to perform such maintenance, except in cases of emergency.
- F. Probationary employees (new hires) shall not be eligible for overtime during the first three months of their probationary period where more than one employee holds the job title.
- G. Scheduled and emergency overtime shall be not less than three (3) continuous hours in duration with the exception of overtime for event equipment return which will be paid a minimum of three (3) hours.

Alarm calls will be a minimum of three (3) hours paid. In instances when two (2) employees respond to the same alarm call, the minimum pay will be two (2) hours for each custodian.

Whenever the District is closed for the day due to inclement weather or other emergencies, employees shall be paid for that day. In addition to the day's pay, those who work on that day will be paid for the time worked. If that time results in an excess of forty (40) hours being paid for the week, the overtime provisions of this Article will apply. However, if the custodian does not report to work for inclement weather or other emergencies their pay will not be considered "work," and cannot be used toward calculating overtime eligibility.

## **ARTICLE XVI - PERSONAL INJURY BENEFITS**

In accordance with the terms of Massachusetts General Laws, Chapter 152, Section 69, whenever an employee is absent from work as a result of a personal injury arising out of and in the course of their employment by the King Philip Regional School Committee and is collecting workers' compensation and/or other disability benefits, the Committee will pay to the employee the difference between their regular salary and the workers' compensation and/or other disability benefits which they received during such absence. The employee's accumulated sick leave will be reduced in proportion to the amount of compensation paid by the Committee. Example: If an employee received two thirds (2/3) of their regular salary under a workers' compensation award the Committee will pay the employee one third (1/3) of their regular salary and deduct one third (1/3) of a day from employee's accumulated sick leave for every day on which the Committee pays such compensation.

Once the employee's sick leave is exhausted, the Committee will cease to pay the employee the difference between their regular salary and the workers' compensation and/or other disability benefits they receive.

Whenever an employee incurs a personal injury in the course of their employment, they shall immediately notify their supervisor. Further, the employee and/or their supervisor shall complete a written accident/incident report and forward the written report to the Payroll/Benefits Coordinator within one workday after the injury.

## **ARTICLE XVII - HEALTH INSURANCE**

- A. The Committee will pay seventy-five (75%) of the premiums of the health insurance plan or equivalent program for regular, full time employees covered by this Agreement. The Committee agrees that if it procures alternative health insurance coverage, it will ensure that no custodian will lose existing coverage by reason of waiting or qualification periods, which are not satisfied due to the change in health insurance plans.
- B. The Committee agrees to offer health insurance to retired employees of the School District based on the terms of the parties' Health and Welfare Trust and subject to the following terms and conditions: in order to be eligible for retiree health insurance through the School District, an employee must retire at the age of 55 or older. An employee shall not receive retiree health insurance from the School District until such time as they have retired into a retirement system and is actually receiving a retirement or pension allowance. This shall not preclude eligible retirees from choosing to participate in retiree health insurance at any time after they retire, provided that they provide the School District with at least one (1) year of written notice that they intend to enroll in retiree health insurance, or alternatively, they are able to demonstrate that a qualifying event has occurred. For this purpose, a "qualifying event" means an event that would permit a mid-year change of election under IRS regulations under Internal Revenue Code, Section 125. Retired employees may also opt for an HMO approved by the Committee in accordance with the requirements of this Section or Medicare supplemental insurance. In the event that an eligible retiree elects to enter into the Medicare Supplement Plan, the School District shall contribute the same percentage toward the employee's Medicare Supplement Plan as it would pay for the retiree's health insurance plan. This benefit will extend to the uninsured surviving or divorced spouse of the qualified retiree (and other eligible dependents), so long as said surviving or divorced spouse has not remarried.
- C. In the event an employee is not entitled to receive salary, wages or other compensation for any calendar month, due to the employee being out of work for an injury for which the employee is currently receiving workers' compensation benefits, and where the employee has exhausted any and all accrued leaves to which they is entitled, the School District will pay fifty percent (50%) of the

cost of the employee’s health insurance premium to the treasurer of the School District, and the employee will contribute the remaining fifty percent (50%) of the health insurance premium. The employee will be required to pay the employee’s portion of the premium to the School District before the 15<sup>th</sup> of the month preceding the covered month. If the first payment is not received on time, the employee will lose their option to continue coverage, unless the employee can demonstrate that they had a good faith basis for not submitting the payment on time, in which case the employee may submit the payment no more than seven (7) days after the 15<sup>th</sup> of the month. The School District must receive any subsequent monthly payments before the 15<sup>th</sup> of the month preceding the covered month, or the employee’s coverage will cease.

- D. Employees who are eligible for a pension under Mass. Gen. L. Ch. 32 and who are retiring directly from the School District beginning at age 55 or older but who are not otherwise eligible for retiree health insurance under the terms of the parties’ Trust Agreement, are eligible to pay one hundred percent (100%) of the cost of the premium of the School District’s group medical benefits plan, provided that upon reaching age 65, all retirees who are paying 100% of the cost of the premium for their health insurance shall apply and transfer to the School District’s Medicare Supplement Plan. This benefit will extend to the uninsured surviving spouse or divorced spouse of the qualified retiree, so long as said divorced or surviving spouse has not remarried.
- E. The Committee agrees that if it provides alternative health insurance coverage it will ensure that no employee will lose existing coverage by reason of waiting or qualification periods, which are not satisfied due to the change in health insurance plans.
- F. The Committee shall purchase and pay fifty (50) percent of the premium for group life insurance in the amount of \$10,000 for each eligible employee as provided by M.G.L. Chapter 32B, Section 5.
- G. The Committee agrees to adopt provisions of Section 125 of the Internal Revenue Service Code, which allows employees to pay their health insurance premiums in pre-tax dollars.

**ARTICLE XVIII - BEREAVEMENT LEAVE**

In the event of death in the immediate family of an employee, they will be granted five (5) days of leave with pay. An additional one (1) or two (2) days may be granted at the discretion of the Superintendent. Such leave shall not be charged to sick or vacation leave. “Immediate family” shall mean spouse, parents, children, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, parents-in-law, aunt, uncle, and other relatives living in the same household with the employee.

**ARTICLE XIX – REST/MEAL PERIODS**

Each employee shall receive a ten (10) minute rest period during each one half (1/2) work shift of four (4) hours.

Each employee shall receive a meal period not to exceed thirty (30) minutes during each full eight (8) hours of work shift.

In the event an employee is required to work a shift of more than eight (8) hours, they shall receive a ten (10) minute rest period at the completion of the first eight (8) hours work shift.

## **ARTICLE XX - TRANSPORTATION**

Employees will be reimbursed at the rate set by the School Committee for the use of their vehicles on school business.

## **ARTICLE XXI - JURY DUTY**

If an employee is required to serve as a juror, the Committee will pay to the employee the difference between the employee's regular daily rate of compensation and the compensation received for jury duty. Employees shall return to work after their jury service ends.

## **ARTICLE XXII - LAYOFF AND RECALL**

- A. An employee's seniority shall be defined as being equal to their length of continuous employment by the Committee beginning with their first day of work in the bargaining unit.
- B. In the event of a layoff, employees will be laid off in inverse order of seniority by job classification. A laid off employee may bump the least senior employee in the next lower job classification if that employee has worked in that classification in the school district as a permanent employee.
- C. Employees who are laid off will be given preference over others in hiring for a period of one year from the date of the layoff. In order for an employee to be recalled, they must have a current address on file with the Superintendent's Office and be able to report to work on the date determined by the Superintendent.
- D. Employees who are laid off while in good standing will be given preference over others for substitute work for a period of one year from the date of the layoff.
- E. Employees rehired after layoff under this Article shall be credited with any increases in salary and fringe benefits, as per the current contract, upon their return to full time employment.
- F. The Superintendent shall forward a seniority list to the Association. Said list shall be provided no later than February 1. The list shall be deemed approved by the Association unless the Association challenges the list, in writing to the Superintendent, within thirty (30) calendar days of the date of receipt. Unresolved issues shall be subject to the grievance procedure.

## **ARTICLE XXIII - NO STRIKE CLAUSE**

- A. The Association hereby agrees and covenants that it shall not engage in a strike as defined in the General Laws, Chapter 150E.
- B. The Association, on its behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that during the term of this Agreement, it shall not induce, encourage, or condone any strike, work stoppage, slowdown, or the withholding of services by said employees.
- C. It is also agreed that any employee covered by this Contract who engages in a strike shall be subject to discipline and discharge proceedings by the Committee.

## **ARTICLE XXIV - DEFINITIONS**

- A. Probationary Employee - A newly hired employee during the first nine (9) months of continuous employment. These employees may be disciplined or discharged for any reason without recourse.
- B. Permanent Employee - An employee who has successfully completed their probationary period and has been retained by the Committee.

## **ARTICLE XXV - TEMPORARY CLASSIFICATION CHANGE**

- A. If an employee works in a classification other than their regular classification for more than ten (10) consecutive workdays, they shall be paid according to the salary schedule of the classification in which they are working beginning with the eleventh (11) day and for all consecutive days worked in said classification thereafter. However, there is to be no retroactivity for any out-of classification work performed prior to said eleventh (11) day.
- B. If a Custodian is designated to work as a Head Custodian or Assistant Head Custodian, or if a Groundskeeper is designated to work as a Head Groundskeeper, they shall be paid according to the salary schedule of the classification in which they are working beginning with the first day and for all consecutive days worked in said classification thereafter.

## **ARTICLE XXVI - AGENCY FEE**

- A. The Committee agrees to require, as condition of employment, that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of the Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates, to and from which membership dues are paid. Said amount shall be certified annually to the Committee by the Association.
- B. The Association will indemnify, defend, and hold the School Committee harmless against any and all claims made, and against any suit instituted against the School Committee because of this Agency Fee provision.
- C. Failure of the School Committee or its agents to cooperate with the Association shall relieve the Association of any obligation to indemnify, defend and/or hold the School Committee harmless.

## **ARTICLE XXVII- EVALUATION**

In order to ensure satisfactory performance of all permanent Unit B members, the following evaluation procedure is agreed upon.

- A. An evaluation utilizing a form provided by the District and subject to negotiations will be conducted in June of each year. Said evaluations will be based on direct observations by the evaluator. Further, all evaluations will be conducted openly and with the full knowledge of the employee. Effective July 1, 2020, the new evaluation instrument shall be implemented. A copy of the new evaluation instrument is attached to this Agreement.

- B. The evaluation of employees will be completed and filed by a Building or Central Office Administrator (Superintendent, Assistant Superintendent, Director of Finance & Operations, Facilities Manager, Principal, Assistant Principal and/or their designee).
- C. Employees will be given a copy of their evaluation report within three weeks of its completion. The employees will have the right to discuss their evaluation reports with their superiors and a copy of the completed evaluation form signed by both the evaluator and the employee will be placed in the employee's personnel file.
- D. Nothing in this Agreement shall prevent the Superintendent, their designee, or any supervisory personnel from discussing in an informal or formal manner the quality of an employee's work with said employee.
- E. Any employee shall have the right to see and have a copy of any written complaint against them and also, if they so desire, to write a reply to said complaint which shall be attached to the complaint within five (5) working days of its receipt. The employee's answer shall be attached to the original statement.
- F. No derogatory material shall be placed in an employee's personal file unless the employee is sent a dated copy at the same time. The employee shall have the right to submit a response to that statement within ten (10) working days of its receipt. The employee's answer shall be attached to the original statement.
- G. Grievance involving this article may be processed beginning at the second step of the grievance procedure.

### **ARTICLE XXVIII- WORKING CONDITIONS**

Each employee covered by this Agreement will use a time management system to record their starting and ending times at work.

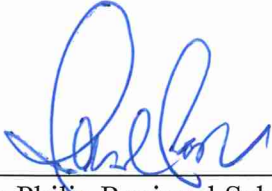
- A. It is understood that at various times, it may be necessary for the employee to record starting and stopping times in written form, as opposed to mechanical clock entry.
- B. The Committee will provide all material, equipment, tools, and protective gear which are required by the unit members in order to safely perform the duties of their position.
- C. The Committee agrees to provide members of the bargaining unit with up to \$500.00 per year clothing allowance, payable to the unit member upon providing receipts to the Facilities Manager or Director of Finance & Operations. The Committee will also provide the unit members with a minimum of two (2) uniform t-shirts per fiscal year.
- D. The Committee, upon approval by the Superintendent or their designee, will pay for "special licenses" with the understanding that upon receipt of a "special license", the unit member will remain as an employee of the District for at least three (3) years upon receipt of the "special license". If the unit member leaves the District by choice prior to the completion of three full years of employment after receiving a "special license" paid for by the District, the unit member must reimburse the District for the cost of the special license.

- E. The Committee will provide unit members with up to \$250.00 per year for course reimbursement.
- F. Effective July 1, 2020, all employees operating snow removal equipment or any other hoisting equipment must possess a current and valid hoisting license and Department of Transportation medical examiners certificate.
- G. All employees shall be notified in writing of their assignment for the ensuing year (including work location and shift start/end time) no later than June 1<sup>st</sup>. Any subsequent assignment changes shall be given with no less than thirty (30) calendar days' notice; shall be limited to changes in work location only whenever possible; shall be determined by seniority whenever possible; shall be the result of extraordinary circumstances making such a change necessary; and shall be made only with the express written consent of the employee involved.



**THIS AGREEMENT** shall be executed and shall be effective as a sealed instrument.

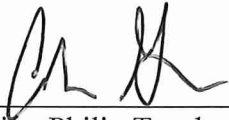
**IN WITNESS WHEREOF**, the parties have caused those present to be executed by the duly authorized agent as of the day and year first above written.



\_\_\_\_\_  
King Philip Regional School Committee, Chair

6/12/23

\_\_\_\_\_  
Date



\_\_\_\_\_  
King Philip Teachers Association President

6/13/23

\_\_\_\_\_  
Date

## APPENDIX A – WAGE RATES

FY 2023 (SY 2022-2023) - Base Year							
Step	Head Custodian	Asst Head Custodian (Day)	Asst Head Custodian (Night)	Custodian (Day)	Custodian (Night)	Head Groundskeeper	Groundskeeper
1	\$28.11	\$23.92	\$24.42	\$21.74	\$22.24	\$26.26	\$22.65
2	\$29.22	\$24.88	\$25.38	\$22.60	\$23.10	\$27.31	\$23.56
3	\$30.39	\$25.86	\$26.36	\$23.50	\$24.00	\$28.39	\$24.51
4	\$31.60	\$26.90	\$27.40	\$24.45	\$24.95	\$29.54	\$25.49
5	\$32.87	\$27.98	\$28.48	\$25.42	\$25.92	\$30.72	\$26.51

FY 2024 (SY 2023-2024) - Year 1 of 3							
2.5% increase with 3.5% increase to Step 5 only							
Step	Head Custodian	Asst Head Custodian (Day)	Asst Head Custodian (Night)	Custodian (Day)	Custodian (Night)	Head Groundskeeper	Groundskeeper
1	\$28.81	\$24.52	\$25.02	\$22.28	\$22.78	\$26.92	\$23.22
2	\$29.95	\$25.50	\$26.00	\$23.17	\$23.67	\$27.99	\$24.15
3	\$31.15	\$26.51	\$27.01	\$24.09	\$24.59	\$29.10	\$25.12
4	\$32.39	\$27.57	\$28.07	\$25.06	\$25.56	\$30.28	\$26.13
5	\$34.02	\$28.96	\$29.46	\$26.31	\$26.81	\$31.80	\$27.44

FY 2025 (SY 2024-2025) - Year 2 of 3							
2.5% increase with 3% increase to Step 5 only							
Step	Head Custodian	Asst Head Custodian (Day)	Asst Head Custodian (Night)	Custodian (Day)	Custodian (Night)	Head Groundskeeper	Groundskeeper
1	\$29.53	\$25.13	\$25.63	\$22.84	\$23.34	\$27.59	\$23.80
2	\$30.70	\$26.14	\$26.64	\$23.75	\$24.25	\$28.69	\$24.75
3	\$31.93	\$27.17	\$27.67	\$24.69	\$25.19	\$29.83	\$25.75
4	\$33.20	\$28.26	\$28.76	\$25.69	\$26.19	\$31.04	\$26.78
5	\$35.04	\$29.83	\$30.33	\$27.10	\$27.60	\$32.75	\$28.26

FY 2026 (SY 2025-2026) - Year 3 of 3							
2.5% increase with 3% increase to Step 5 only							
Step	Head Custodian	Asst Head Custodian (Day)	Asst Head Custodian (Night)	Custodian (Day)	Custodian (Night)	Head Groundskeeper	Groundskeeper
1	\$30.27	\$25.76	\$26.26	\$23.41	\$23.91	\$28.28	\$24.40
2	\$31.47	\$26.79	\$27.29	\$24.34	\$24.84	\$29.41	\$25.37
3	\$32.73	\$27.85	\$28.35	\$25.31	\$25.81	\$30.58	\$26.39
4	\$34.03	\$28.97	\$29.47	\$26.33	\$26.83	\$31.82	\$27.45
5	\$36.09	\$30.72	\$31.22	\$27.91	\$28.41	\$33.73	\$29.11

- For unit members employed prior to July 1, 2020, any unit member whose shift ends after 7:00 PM shall be designated as working on the second shift and shall receive a wage differential of \$0.50 per hour.
- For unit members hired on or after July 1, 2020, any unit member for whom more than half (50%) of their regularly scheduled shift occurs after 7:00 PM shall be designated as working on the night shift and shall receive a wage differential of \$0.50 per hour.

## **APPENDIX B – LONGEVITY**

<b>Length of Service</b>	<b>FY 2024 (SY 2023-24)</b>	<b>FY 2025 (SY 2024-25)</b>	<b>FY 2026 (SY 2025-26)</b>
<b>10 years</b>	\$1,500	\$1,500	\$1,500
<b>15 years</b>	\$1,750	\$1,750	\$1,750
<b>20 years</b>	\$2,050	\$2,050	\$2,050
<b>25 years</b>	\$2,300	\$2,300	\$2,300

Employees who complete ten (10), fifteen (15), twenty (20), or twenty-five (25) years of service respectively, prior to June 30, will be eligible for the respective amount prior to Christmas of that same calendar year.

Those employees eligible for longevity shall receive their pay prior to the Christmas holiday or may alternately elect to divide the payments into twenty-six (26) equal installments, to be paid throughout the fiscal year.

When an employee terminates employment, their longevity entitlement shall be divided into twelve equal parts. They shall receive one twelfth (1/12) of their entitlement for each month worked.

**APPENDIX C – EMPLOYEE PERFORMANCE ASSESSMENT**

**KING PHILIP REGIONAL SCHOOL DISTRICT  
FACILITIES DEPARTMENT**

<b>Employee Name:</b>		<b>School Year:</b>	
<b>Position:</b>		<b>School:</b>	
<b>Evaluator:</b>		<b>Date:</b>	

<b>Ratings Key:</b>	
<b>4</b>	<i>Exceeds Requirements</i>
<b>3</b>	<i>Meets Requirements</i>
<b>2</b>	<i>Needs Improvement</i>
<b>1</b>	<i>Unsatisfactory</i>
<b>N/A</b>	<i>Not Applicable</i>
<b>*Rating of 1 requires a goal</b>	

**JOB RESPONSIBILITIES/SKILLS:**

<b>1. Productivity</b>				<b>Rating</b>
4	3	2	1	
Productivity is exceptional; works safely, independently, and efficiently; addresses additional building needs after duties are fulfilled.	Works efficiently and safely but needs to be more observant.	Work is occasionally incomplete and needs more oversight.	Unproductive and resists suggestions to improve, wastes time.	

<b>2. Quality of Work</b>				<b>Rating</b>
4	3	2	1	
Takes pride and personal responsibility for work, high standards.	Exhibits interest in quality; tries best to maintain high standards.	Follows procedures but inconsistent in quality of work and attention to detail.	Careless with procedures; cannot maintain standard of quality.	

<b>3. Cleanliness</b>				<b>Rating</b>
4	3	2	1	
High standards of cleanliness; always follows cleaning procedures; takes personal responsibility for cleanliness.	Usually follows cleaning procedures.	Follows proper cleaning procedures only when reminded.	Does not follow cleaning procedures.	

<b>4. Equipment Operation</b>				<b>Rating</b>
4	3	2	1	
Always operates all equipment safely and properly without supervision; can train other employees on proper use of equipment.	Usually operates all equipment safely and properly without supervision.	Needs supervision to operate some equipment safely and properly.	Unable to operate equipment safely or properly.	

<b>5. Building Systems Management</b>				<b>Rating</b>
4	3	2	1	
Always operates building systems safely and properly without supervision.	Usually operates all building systems safely and properly without supervision.	Needs supervision to operate some building systems safely and properly.	Unable to operate building systems safely or properly.	

<b>6. Business Operations</b>				<b>Rating</b>
4	3	2	1	
Effectively performs all business operations related to building facility management; maximizes fiscal opportunities.	Regularly performs all business operations related to building facility management.	Inefficient in performing all business operations related to building facility management.	Unable to perform all business operations related to building facility management.	

<b>7. Initiative/Leadership</b>				<b>Rating</b>
4	3	2	1	
Anticipates work to be done; eager to learn new things; makes good suggestions.	Will follow new methods when requested with a positive attitude; works productively.	Does not look for work to be done but works productively when needed.	Stands idle until told what to do; uses work time for personal issues.	

<b>8. Aptitude for Work</b>				<b>Rating</b>
4	3	2	1	
Understands tasks with minimal explanation; always works independently.	Needs some review of procedures, then works independently.	Needs consistent repetition of instructions and close supervision.	Must be consistently retrained with constant close supervision.	

<b>9. Flexibility/Adaptability</b>				<b>Rating</b>
4	3	2	1	
Goes the extra mile; welcomes any new challenge or idea.	Accepts necessary changes good naturedly.	Cooperates but grumbles with a change in routine.	Uncooperative; cannot accept change; not a team player.	

<b>10. Ability to Take Direction</b>				<b>Rating</b>
4	3	2	1	
Always follows policies and procedures; understands and follows through on instructions.	Usually follows policies and procedures; consistently follows through on instructions.	Has difficulty accepting suggestions; needs constant reminding.	Does not follow instructions and acts without authority.	

<b>11. Punctuality and Attendance</b>				<b>Rating</b>
4	3	2	1	
Excellent punctuality and attendance.	Good punctuality and attendance.	Satisfactory punctuality and attendance.	Poor punctuality and attendance.	

**PERSONAL CHARACTERISTICS:**

<b>12. Appearance</b>				<b>Rating</b>
4	3	2	1	
Always in proper uniform and takes pride in representing building.	Always in proper uniform.	Uniform and personal appearance need attention.	Rarely in proper uniform and personal appearance unsatisfactory.	

<b>13. Professional Relationships/Communication</b>				<b>Rating</b>
4	3	2	1	
Demonstrates excellent ability to interact and communicate effectively with administration, staff, and students.	Consistently demonstrates the ability to interact and communicate effectively with administration, staff, and students.	Inconsistently demonstrates the ability to interact and communicate effectively with administration, staff, and students.	Demonstrates limited ability to interact and communicate effectively with administration, staff, and students.	

<p><b>Overall Comment(s):</b></p>          
<p><b>Goal(s) for Next School Year (a rating of 1 in any category requires a goal):</b></p>          

**Signatures:** The employee signature acknowledges that the employee has read the document and does not necessarily imply agreement. The employee may submit a response in writing.

**Evaluator:** \_\_\_\_\_

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

**Employee:** \_\_\_\_\_

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

**Administrator:** \_\_\_\_\_

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

**Administrator:** \_\_\_\_\_

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