**Sutton Public Schools**

383-409 Boston Road ∙ Sutton, Massachusetts 01590



Agreement between:

**SUTTON EDUCATION SUPPORT ASSOCIATION**

 and

**SUTTON SCHOOL COMMITTEE**

**July 1, 2025 – June 30, 2028**

Caitlin Paget, Superintendent

**Sutton Public Schools**

Elaine Valk, President

**Sutton Education Support Association**

Benjamin Gibbons, Chair

**Sutton School Committee**

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**ARTICLE 1**

**Management Rights**

Both parties recognize that under the laws of the Commonwealth of Massachusetts, the Committee has the exclusive right, responsibility, and final authority for establishing the policies for the control, direction, and management of the school department. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment, which have been expressly bargained for and are included herein, and expressly reserves those powers, prerogatives, and authority, not expressly abridged or modified by this Agreement, to the Committee. Further, both parties agree that it is their responsibility to abide by the terms of this Agreement for its duration.

It is agreed that management of the Committee shall, at all times, retain the right to:

1. Direct, hire, promote, transfer, assign, and retain employees within the District
2. Suspend, demote, discharge, or take other disciplinary action against non-probationary employees for just cause
3. Relieve employees from duties because of lack of work, or for other legitimate reasons, to maintain the efficiency of operations entrusted to them
4. Determine the methods, means, and personnel by which such operations are to be conducted
5. Conduct school district operations in a safe and most efficient manner
6. Take whatever actions may be necessary to carry out the mission of the District, subject to the provisions of this Agreement
7. Evaluate Bargaining Unit Members in accordance with this Agreement and District job descriptions

The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the Committee, Superintendent, and Principals continue to retain, whether exercised or not, the right to exercise, in their sole discretion, the duties, powers, responsibilities and rights provided by the Laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws in the control, discretion and management of the SUTTON SCHOOL DISTRICT.

**ARTICLE 2**

**Recognition**

The Sutton School Committee (hereinafter referred to as the “Committee”) recognizes the Sutton Education Support Association (hereinafter referred to as the “Association”) as the exclusive bargaining representative for all 12 month and school year support staff, whether full-time (FT) or part-time (PT). This includes: Administrative Assistants, Reading Assistant Therapists, Instructional Assistants (IAs) (classroom, special education, and child-specific), Library Assistants, Cafeteria Workers, Kitchen Manager, Custodians, Grounds Crew, Mechanic, and Drivers employed by Sutton Public Schools and excludes the Accounts Payable Clerk, Human Resource Clerk, the Administrative Assistant to the Superintendent, the Administrative Assistant to the Committee, the Director of Nutrition and Food Services, all managerial, confidential, and casual employees, and other employees (fewer than ten (10) hours per week and short term/temporary employees of less than three (3) months). The addition of any positions not listed in this paragraph or in the rate schedule will be negotiated between the Committee and the Association with its representatives present.

**Bargaining Unit Classifications**

* + - * Administrative Assistants
			* Reading Assistant
* Cafeteria Workers
* Custodians
* Drivers
* Instructional Assistants (classroom, special education, child-specific)
* Kitchen Manager
* Library Assistants
* Ground Crew
* Mechanic
* Therapists (COTA, SLP-A/L)

**ARTICLE 3**

**Employment**

Bargaining Unit Members shall be classified into four categories: FT Calendar Year, PT Calendar Year, FT School Year and PT School Year. Calendar Year Bargaining Unit Members work 12 months. School Year Bargaining Unit Members work for the school year, or for a period of time defined by or based on the school year. FT employees are those who are regularly scheduled to work at least twenty-five (25) hours or more per week. PT employees are those who are regularly scheduled to work ten (10) to fewer than twenty-five (25) hours per week. Any employee working fewer than ten (10) hours per week will be considered a Casual Employee.

1. Bargaining Unit Members become eligible for the town’s health insurance if they meet the requirements set forth in M.G.L. Chapter 32B, Section 2. It requires that a school employee be regularly scheduled to work at least 20 hours in a work week during the school year.

Beginning FY23, all eligible new hires must contribute $5 per pay period (not to exceed $100 per year) to the town’s Other Post-Employment Benefits (OPEB) Plan.

1. **All** Bargaining Unit Members must remain on the premises during the day unless they receive approval by their administrative supervisor or building based administrator.
2. Management will notify Members to submit a letter of interest for Special Education summer work by April 15th. Members who apply will be notified by May 15th.
3. The District will pay for each **Therapy Assistant** to attend conferences/trainings each year in order to keep licenses and certifications up–to–date. Any cost over $500 will be the responsibility of the assistant as well as the cost for certification and license renewals. Initial certification and renewals of license will be paid for by the Staff Members.
4. The **Reading Assistant** provider is required to hold a Bachelor of Arts level degree and be rules based reading trained or maintain rules based reading certification. It is understood that the District will pay for initial training and recertification if required of the employee. The Reading Assistant will work a schedule aligned to that of an Instructional Assistant with respect to days and hours and professional development days expectation. First year employees will be placed in the Reading Assistant salary scale based on certification status and applicable experience. “Levels” of the Reading Assistant position are not indicative of years of District service for placement purposes for internal hires.
5. The Committee will pay for license endorsements, commercial driver’s license (CDL) and physical exams for drivers. **Drivers** are responsible for providing these documents to the Transportation Coordinator before the expiration of such documents. Drivers are responsible for cleanliness of bus/van. Full-time drivers using a CDL license to transport students shall be paid for a minimum of 35 hours per week while school is in session (excluding summer and school vacations). 7D Drivers are not guaranteed a minimum amount of hours. $1,000 stipend for the lead CDL driver; stipend may be split amongst drivers. $500 stipend for the lead 7D driver.
6. An annual list of all Bargaining Unit Members will be provided no later than September 30th of each year. The list shall include the Member’s job title, wages, employment status (FT or PT, School or Calendar Year) and the number of hours worked if on a regular schedule. The administrator/decision-maker of interview process will notify the Association of all new hires, their starting wages, contact information (home email, phone, address) and employment status changes within ten (10) school days. If the new hire is starting at anything other than entry level, SESA should be provided with the resume and relevant transcripts/licenses of the new hire. All new hires will be requested to sign their job description provided to them by their supervisor. Additionally, all new hires who begin after Orientation Day will be required to meet with an SESA Officer, Building Representative, or other designated union official within 10 days of their start date, during work hours, for up to 15 minutes, either at the start or at the end of their work day, in order to receive information about and to have a chance to ask questions about the union.

 New Members of every unit shall be placed into one of the five levels listed below based on their level of experience. Under no circumstances shall a new Member be placed beyond a Level 5.

|  |  |
| --- | --- |
| 0-under 2 Years | Level 1 |
| 2-under 4 Years | Level 2 |
| 4–under 6 Years | Level 3 |
| 6–under 10 Years | Level 4 |
| 10+ Years | Level 5 |

H. If a non-probationary Member moves to a different unit, he/she will be brought in at a comparable rate based on his/her experience. If the unit change goes from 12-month employment to 10-month employment, the movement will be treated as a separation, with pro-rated payout of accrued, but unused, vacation time. Sick and personal time will roll over into the new unit. The Members will not be penalized regarding years of service toward longevity. Additionally, if a staff Member moves from being a school year to calendar year employee, the number of vacation days they received shall be based on years of employment within the District, not as a calendar year staff Member.

I. Only retired qualified SESA Members may participate in job sharing. The two participating Members must adhere to a set schedule. Any switching of days/hours between the two Members must be approved by the designated administrator. Job sharers are not entitled to insurance and shall only receive holiday pay if they worked on that holiday. If one job sharer leaves this position, and there is no other qualified retired SESA Member available to fill it, then this job share position shall be discontinued and if a position of fewer than 5 days/week becomes available, the retired Member will take priority and be offered that position over another new hire who desires fewer than 5 days/week employment.

J. The District will work with instructional assistants in accessing an appropriate adult size chair and work area desk from within the District, if requested.

K. If an instructional assistant works daily with more than one teacher/classroom in order to meet the needs of students on IEPs, the instructional assistant will be given time to consult with teachers when feasible.

**ARTICLE 4**

**Changes in Salary Structure**

Any Member who reaches Level 10 within Year 1 of the contract will receive $1.75 per hour increase. Any Member who reaches Level 10 within Year 2 of the contract will receive a 3% cost of living adjustment and $1.00 per hour increase. Any Member who reaches Level 10 within Year 3 of the contract will receive a 3.5% cost of living adjustment and $1.00 per hour increase.

**Wage Scales**

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| **For FY26**, all Members will remain at their current level, but will receive $1.75/hour increase. |

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| **ADMINISTRATIVE ASSISTANT - CALENDAR YEAR** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $21.25 | $21.89 | $22.65 |
| **2 - Under 4 years** | **2** | $22.25 | $22.92 | $23.72 |
| **4 - Under 6 years** | **3** | $23.25 | $23.95 | $24.79 |
| **6 - Under 10 years** | **4** | $24.25 | $24.98 | $25.85 |
| **10+** | **5** | $25.25 | $26.01 | $26.92 |
|  | **6** | $26.25 | $27.04 | $27.98 |
|  | **7** | $27.25 | $28.07 | $29.05 |
|  | **8** | $28.25 | $29.10 | $30.12 |
|  | **9** | $29.25 | $30.13 | $31.18 |
|  | **10** | $30.25 | $31.16 | $32.25 |

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| **ADMINISTRATIVE ASSISTANT - SCHOOL YEAR** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $20.75 | $21.37 | $22.12 |
| **2 - Under 4 years** | **2** | $21.75 | $22.40 | $23.19 |
| **4 - Under 6 years** | **3** | $22.75 | $23.43 | $24.25 |
| **6 - Under 10 years** | **4** | $23.75 | $24.46 | $25.32 |
| **10+** | **5** | $24.75 | $25.49 | $26.38 |
|  | **6** | $25.75 | $26.52 | $27.45 |
|  | **7** | $26.75 | $27.55 | $28.52 |
|  | **8** | $27.75 | $28.58 | $29.58 |
|  | **9** | $28.75 | $29.61 | $30.65 |
|  | **10** | $29.75 | $30.64 | $31.71 |

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| **CAFETERIA[[1]](#footnote-1)** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $17.75 | $18.28 | $18.92 |
| **2 - Under 4 years** | **2** | $18.75 | $19.31 | $19.99 |
| **4 - Under 6 years** | **3** | $19.75 | $20.34 | $21.05 |
| **6 - Under 10 years** | **4** | $20.75 | $21.37 | $22.12 |
| **10+** | **5** | $21/75 | $22.40 | $23.19 |
|  | **6** | $22.75 | $23.43 | $24.25 |
|  | **7** | $23.75 | $24.46 | $25.32 |
|  | **8** | $24.75 | $25.49 | $26.38 |
|  | **9** | $25.75 | $26.52 | $27.45 |
|  | **10** | $26.75 | $27.55 | $28.52 |

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| **COTA / SPEECH LANGUAGE THERAPIST** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27- 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $33.75 | $34.76 | $35.98 |
| **2 - Under 4 years** | **2** | $34.75 | $35.79 | $37.05 |
| **4 - Under 6 years** | **3** | $35.75 | $36.82 | $38.11 |
| **6 - Under 10 years** | **4** | $36.75 | $37.85 | $39.18 |
| **10+** | **5** | $37.75 | $38.88 | $40.24 |
|  | **6** | $38.75 | $39.91 | $41.31 |
|  | **7** | $39.75 | $40.94 | $42.38 |
|  | **8** | $40.75 | $41.97 | $43.44 |
|  | **9** | $41.75 | $43.00 | $44.51 |
|  | **10** | $42.75 | $44.03 | $45.57 |

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| **CUSTODIAN[[2]](#footnote-2)** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $19.75 | $20.34 | $21.05 |
| **2 - Under 4 years** | **2** | $20.75 | $21.37 | $22.12 |
| **4 - Under 6 years** | **3** | $21.75 | $22.40 | $23.19 |
| **6 - Under 10 years** | **4** | $22.75 | $23.43 | $24.25 |
| **10+** | **5** | $23.75 | $24.46 | $25.32 |
|  | **6** | $24.75 | $25.49 | $26.38 |
|  | **7** | $25.75 | $26.52 | $27.45 |
|  | **8** | $26.75 | $27.55 | $28.52 |
|  | **9** | $27.75 | $28.58 | $29.58 |
|  | **10** | $28.75 | $29.61 | $30.65 |

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| **DRIVER[[3]](#footnote-3)** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $20.75 | $21.37 | $22.12 |
| **2 - Under 4 years** | **2** | $21.75 | $22.40 | $23.19 |
| **4 - Under 6 years** | **3** | $22.75 | $23.43 | $24.25 |
| **6 - Under 10 years** | **4** | $23.75 | $24.46 | $25.32 |
| **10+** | **5** | $24.75 | $25.49 | $26.38 |
|  | **6** | $25.75 | $26.52 | $27.45 |
|  | **7** | $26.75 | $27.55 | $28.52 |
|  | **8** | $27.75 | $28.58 | $29.58 |
|  | **9** | $28.75 | $29.61 | $30.65 |
|  | **10** | $29.75 | $30.64 | $31.71 |

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| **GROUNDS** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $23.75 | $24.46 | $25.32 |
| **2 - Under 4 years** | **2** | $24.75 | $25.49 | $26.38 |
| **4 - Under 6 years** | **3** | $25.75 | $26.52 | $27.45 |
| **6 - Under 10 years** | **4** | $26.75 | $27.55 | $28.52 |
| **10+** | **5** | $27.75 | $28.58 | $29.58 |
|  | **6** | $28.75 | $29.61 | $30.65 |
|  | **7** | $29.75 | $30.64 | $31.71 |
|  | **8** | $30.75 | $31.67 | $32.78 |
|  | **9** | $31.75 | $32.70 | $33.85 |
|  | **10** | $32.75 | $33.73 | $34.91 |

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| **INSTRUCTIONAL ASSISTANT - NON DEGREE** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $18.25 | $18.80 | $19.46 |
| **2 - Under 4 years** | **2** | $19.25 | $19.83 | $20.52 |
| **4 - Under 6 years** | **3** | $20.25 | $20.86 | $21.59 |
| **6 - Under 10 years** | **4** | $21.25 | $21.89 | $22.65 |
| **10+** | **5** | $22.25 | $22.92 | $23.72 |
|  | **6** | $23.25 | $23.95 | $24.79 |
|  | **7** | $24.25 | $24.98 | $25.85 |
|  | **8** | $25.25 | $26.01 | $26.92 |
|  | **9** | $26.25 | $27.04 | $27.98 |
|  | **10** | $27.25 | $28.07 | $29.05 |

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| **INSTRUCTIONAL ASSISTANT - DEGREE** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $19.25 | $19.83 | $20.52 |
| **2 - Under 4 years** | **2** | $20.25 | $20.86 | $21.59 |
| **4 - Under 6 years** | **3** | $21.25 | $21.89 | $22.65 |
| **6 - Under 10 years** | **4** | $22.25 | $22.92 | $23.72 |
| **10+** | **5** | $23.25 | $23.95 | $24.79 |
|  | **6** | $24.25 | $24.98 | $25.85 |
|  | **7** | $25.25 | $26.01 | $26.92 |
|  | **8** | $26.25 | $27.04 | $27.98 |
|  | **9** | $27.25 | $28.07 | $29.05 |
|  | **10** | $28.25 | $29.10 | $30.12 |

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| **LIBRARY ASSISTANT** |
| **Experience** | **Level** | **FY26** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $26.00 | $26.78 | $27.72 |
| **2 - Under 4 years** | **2** | $27.00 | $27.81 | $28.78 |
| **4 - Under 6 years** | **3** | $28.00 | $28.84 | $29.85 |
| **6 - Under 10 years** | **4** | $29.00 | $29.87 | $30.92 |
| **10+** | **5** | $30.00 | $30.90 | $31.98 |
|  | **6** | $31.00 | $31.93 | $33.05 |
|  | **7** | $32.00 | $32.96 | $34.11 |
|  | **8** | $33.00 | $33.99 | $35.18 |
|  | **9** | $34.00 | $35.02 | $36.25 |
|  | **10** | $35.00 | $36.05 | $37.31 |

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| **MECHANIC** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $26.75 | $27.55 | $28.52 |
| **2 - Under 4 years** | **2** | $27.75 | $28.58 | $29.58 |
| **4 - Under 6 years** | **3** | $28.75 | $29.61 | $30.65 |
| **6 - Under 10 years** | **4** | $29.75 | $30.64 | $31.71 |
| **10+** | **5** | $30.75 | $31.67 | $32.78 |
|  | **6** | $31.75 | $32.70 | $33.85 |
|  | **7** | $32.75 | $33.73 | $34.91 |
|  | **8** | $33.75 | $34.76 | $35.98 |
|  | **9** | $34.75 | $35.79 | $37.05 |
|  | **10** | $35.75 | $36.82 | $38.11 |

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| **READING ASSISTANT - NON CERTIFIED** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $26.75 | $27.55 | $28.52 |
| **2 - Under 4 years** | **2** | $27.75 | $28.58 | $29.58 |
| **4 - Under 6 years** | **3** | $28.75 | $29.61 | $30.65 |
| **6 - Under 10 years** | **4** | $29.75 | $30.64 | $31.71 |
| **10+** | **5** | $30.75 | $31.67 | $32.78 |
|  | **6** | $31.75 | $32.70 | $33.85 |
|  | **7** | $32.75 | $33.73 | $34.91 |
|  | **8** | $33.75 | $34.76 | $35.98 |
|  | **9** | $34.75 | $35.79 | $37/05 |
|  | **10** | $35.75 | $36.82 | $38.11 |

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| **READING ASSISTANT - CERTIFIED** |
| **Experience** | **Level** | **FY26 - $1.75** | **FY27 - 3% & $1.00** | **FY28 - 3.5% & $1.00** |
| **0 - Under 2 years** | **1** | $28.75 | $29.61 | $30.65 |
| **2 - Under 4 years** | **2** | $29.75 | $30.64 | $31.71 |
| **4 - Under 6 years** | **3** | $30.75 | $31.67 | $32.78 |
| **6 - Under 10 years** | **4** | $31.75 | $32.70 | $33.85 |
| **10+** | **5** | $32.75 | $33.73 | $34.91 |
|  | **6** | $33.75 | $34.76 | $35.98 |
|  | **7** | $34.75 | $35.79 | $37.05 |
|  | **8** | $35.75 | $36.82 | $38.11 |
|  | **9** | $36.75 | $37.85 | $39.18 |
|  | **10** | $37.75 | $38.88 | $40.24 |

**Annualizing Salary Over 22 Pay Periods**

Full-time school year employees (those scheduled to work at least twenty-five (25) hours per week) may choose to have their salary annualized over twenty-two (22) pay periods upon meeting the following requirements:

* Must be in his/her second year of service (at a minimum) by July 1 of the coming school year;
* Must notify the Business Office in writing no later than May 1 of the prior school year;
* If enrolled and you use unpaid leave due to using all of your available sick time, you will become ineligible to participate in the following year/s until you reach 15 sick days to begin a fiscal year;
* The Superintendent may be petitioned to waive a requirement and he/she may do so at his/her discretion

If chosen, pay shall be calculated as follows: the employee's hourly rate shall be multiplied by the number of hours per day the employee works, which shall be multiplied by the number of paid days in the school year, including holidays. This total will be divided by twenty-two (22) (the number of pay periods).

Adjustments for time off without pay and/or hours worked over the base per day hours will be made throughout the year during the actual pay period the change occurred.

Any employee wishing to unenroll from annualizing salary over 22 periods must provide written notice to the Business Office by May 1 of the prior school year of their intention to do so.

**Stipend Positions**

High School Graduation Coordinator $580

Substitute Procurer $2,500per building

After School Athletics 1:1 Adults - minimum wage or hourly rate

 (whichever is higher)

 Students – minimum wage

Acting Facilities Manager $320

Lead CDL Driver $1,000 (may be split amongst drivers)

Lead 7D Driver $500

**Special Education IA Stipend**

It is expected that instructional assistants who engage with students needing a higher level of specialized assistance will alternate between students whose needs require 1:1 support and specialized training on a regular basis. Instructional Assistants designated for a substantially separate classroom will be assigned to the classroom as a whole rather than to individual students. The special education teacher is responsible for creating a schedule within the classroom to ensure that students requiring 1:1 assistance receive consistent support throughout the day. “Higher level of individualized assistance” includes toileting needs, high level of behavioral interventions including token economy systems, data collection systems, physical management and increased level of prompting.

These roles would be evaluated, at least, yearly and will be provided with appropriate specialized training by the District in order to serve the needs of students and to ensure a safe environment for both students and staff. Specialized training may include, but is not limited to, current de-escalation training, discrete trials training, data collection and time-out procedures.

This stipend is subject to change as a student’s needs change along with IEP recommendations. Qualified IAs will receive up to $1,100 yearly stipend. The stipend will be paid in three installments: mid-December, mid-March, and the final paycheck in June.

The matching of IA to student, as well as the requirement for the IA to receive highly specialized training or requirements warranting a stipend, will be evaluated on an ongoing basis.

IAs will receive notification of their assignment before the school year begins, as well as information regarding their eligibility for the trimester stipend. IAs working during extended school year with students who require a higher level of individualized assistance will be eligible for a $200 stipend for 5 weeks and $250 for 6 weeks at the end of the Extended School Year Program.

Circumstances not addressed in this document may be brought forward through the union. A committee of union representatives and school district administrators will be formed to evaluate the possibility of a stipend for a 1:1 role.

**After School Activities Stipend**

Qualifying SESA Members will be given equal consideration as STA toward stipends for after school activities.

**ARTICLE 5**

**Work Year**

1. Twelve-month Calendar Year Bargaining Unit Members shall work a maximum of two hundred and sixty-one (261) days.
2. Full-time and part-time five (5) days/week employees work one hundred eight (180) days with the exception of Cafeteria personnel who work a minimum of one hundred seventy-five (175) days.
3. School year Administrative Assistants shall work a minimum of one hundred and eighty-six (186) days. The building Principal and/or Director of Special Education, with the approval of the Business Manager, shall determine additional work days before and after the close of the academic year.
4. All Bargaining Unit Members must attend the opening day orientation presentation and the Association meeting and will be compensated for a minimum of three (3) hours. Those Unit Members who work directly with students must stay a full day on Orientation Day. Custodians who would normally work a later shift will have their schedules adjusted on that day so they are on the clock during the morning meeting.
5. Bargaining Unit Members will be compensated for authorized attendance at mandatory full day professional development sessions at the hourly rate. A minimum of ten (10) school days notice will be provided whenever mandatory training is scheduled. The building Principal, Supervisor, or Superintendent must authorize any additional compensation for professional development. If less than ten (10) days notice is given, attendance will be optional. If additional professional development time is necessary per administration, time will be made by extending orientation day or planning a full professional development day beyond regular hours. If a Member holds another job after regular school hours and is not able to make other arrangements to attend the training, administration will allow them to opt out without penalty and will provide them with an alternative opportunity for the training whenever possible. If training is a requirement of a Member’s job responsibility, the Member must attend one of the two training opportunities that will be provided. Any said extension of Members’ days shall be a rare occurrence, giving two (2) months notification to returning staff and additional compensation beyond hourly wages shall be negotiated with SESA.
6. All school year SESA Members, who work directly with students, will work two (2) full professional development days: the professional development day scheduled before the school year begins and the full professional development day scheduled prior to November 15th. If the District and the Union are in agreement, the PD day may be moved to a date after November 15th. In addition, they will work an additional one-half (1/2) professional development day to be determined by the needs of their particular building. The ten (10) day notice requirement of Paragraph E above shall apply.
7. If an IA is asked, or volunteers and is appointed to go on a field trip which extends beyond the typical school hours, he/she shall be paid for the extended hours. All effort will be made to find a substitute IA for field trips for staff that have a conflict extending the school day.

H. **Calendar Year Administrative Assistants** will work 40 hours per week for the one hundred eighty-four (184) school days plus five (5) days before and five (5) days after the school year. However, for the summer they may work five (5) days at 6.5 hours and be compensated for 8 hours per day or four (4) days at 8 hours and be compensated for 40 hours.

I. 1. **Drivers** work the number of school days as their students’ placement. Summer school drivers work on a voluntary basis. Management will make a good faith effort to post available summer bus runs by June 1st.

2. If a **driver** receives less than 24 hours notice that a student will be absent, the driver shall receive his/her regular compensation for the scheduled run. If a driver receives more than 24 hours advance notice, the driver will not be compensated for the run, but may be offered to drive/monitor on another run should one be available.

3. **Bus Drivers** employed by the District, and then other qualified SESA Members, will be asked to provide transportation for student(s) other than daily requirements, including weekends, prior to outsourcing.

J. During the months of July and August, but excluding the week prior to the opening of school, **custodians** may opt to work four 10 hour days or five 8 hour days. It is understood that a custodian must be on duty during all five weekdays and that a coverage schedule will be worked out with the custodians and Facilities Manager.

K. If the Superintendent makes a decision to close the District on the Friday prior to Labor Day, calendar year staff will be paid their full day’s pay.

**ARTICLE 6**

**Work Day**

The work day for school year Members working directly with students shall be as follows: 7:15 a.m. to 2:00 p.m. for the Middle School and High School; and 8:15 a.m. to 3:00 p.m. for the Simonian Center and Elementary School.

On half days of school, these staff Members are scheduled as follows: 7:15 a.m. to 10:45 a.m. for the Middle School and High School; and 8:15 am. to 11:45 a.m. for the Simonian Center and Elementary School.

The Middle/High School Library Assistant’s work day begins at 7:00 a.m. on regular work days in order to open the library to students.

Individualized Education Plan (IEP) meetings shall take place during the regular school day and may be reconvened at different day and time if they are going to exceed the school day hours. In the event that a Member of the bargaining unit is required to attend an IEP meeting beyond school hours, they shall be compensated at the contractual hourly rate. This may also apply to District wide therapy assistants who are asked to attend IEP meetings in the MS/HS, prior to their contractual start of day.

SESA staff who must work on a full professional development day will be compensated for a regular full work day of 6.75 hours.

Cafeteria workers shall arrive and depart at the designated times agreed to, as determined by the Director of Food Services. Staff arrival/departure hours shall be communicated to the SESA Union President each year. Any increase in hours shall be offered to current staff with the most to least seniority prior to being offered to a new hire.

Custodians shall receive a paid 30-minute lunch, as well as two (2) separate 15 minute breaks where feasible.

**ARTICLE 7**

**Work Load**

The District will endeavor to assign reasonable workloads to all Bargaining Unit Members. Any increase to the workload of its Bargaining Unit Members will be discussed with the impacted Bargaining Unit Member prior to the assignment being finalized. When feasible, accommodations will be made, including the deletion of work currently performed and/or daily planning blocks in order to accommodate the new work and/or offering additional hours of work at the applicable overtime rate. Additionally, therapy and reading assistants will be provided with one full paperwork day in lieu of services, once per quarter at the Middle and High Schools and once per trimester at the Simonian Center and Elementary School, to complete required progress reports. It is the responsibility of the therapy and reading assistants to ensure paperwork days do not create an occurrence for a student to accrue 10 missed sessions, warranting compensatory services.

**ARTICLE 8**

**Vacancies / Transfers**

All vacancies in the Bargaining Unit and in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position shall be filled pursuant to the following procedure:

1. An electronic (website and e-mail) notice of vacancies shall be forwarded to all Bargaining Unit Members and the President. The Association may post vacancies on bulletin boards in each office. The President shall be notified by e-mail within five (5) working days upon receipt of Unit Member’s submission of a resignation letter or discharge due to layoffs or other reason.
2. Qualifications for the position, its duties, and rate of compensation will be clearly set forth.
3. Bargaining Unit Members who desire to apply for such vacancies shall file their applications in writing with the office of the designated administrator identified in the posting within the time limit specified by the notice.
4. Candidates from both, within and out of the school district, shall be eligible to fill the vacancies.
5. Appointments to such positions shall be on the basis of ability and classification seniority and shall be made at the sole discretion of the designated administrator with the review and approval of the Superintendent. The designated administrator, with the review and approval of the Superintendent, agrees to give due weight to the professional background and attainments of all applicants, the length of time each has worked in the school district and any other relevant factors. Appointments will be made without regard to race, color, sex, religion, age, sexual preference, sexual identity, homelessness, disability, special needs, or national origin as required by Title IX of the Educational Amendments of 1972.

F. Before an employee is transferred to a new school where the hours of the work day shift differ, the employee will have the opportunity to meet and discuss the change with administration. Every effort will be made to accommodate an employee who would be negatively impacted by such a transfer.

G. If a non-probationary Member moves to a different unit, he/she will be brought in at a comparable rate based on his/her experience.

**ARTICLE 9**

**Evaluation and Probation**

New employees and employees at will shall be on probation for ninety (90) calendar days from the first day of work.

Evaluations of all employees will be conducted according to the procedures outlined in Appendix A.

Any credible complaint made about a Member that may result in disciplinary action shall promptly be brought to the attention of the Member. Consistent with the safety and preservation of law enforcement investigations, the Member shall have a right to know their accuser.

**ARTICLE 10**

**Out of Title Work**

Whenever a Bargaining Unit Member is required to work in a higher paying classification or job for one hour and forty–five minutes (1 hour 45 minutes) in the Simonian Center or Elementary School or two class periods (51 minutes each class), or if the schedule changes to a block schedule (145 minutes) for Middle School or High School during his/her workday, whether consecutive or not, he/she will be paid a $50 stipend in addition to his/her regular hourly rate.

When a preschool IA assumes the position of an STA Member during Special Education related duties, such as Play–based Assessments, IEP meetings, Team Meeting, and Observations less than two (2) hours per occurrence, totaling a cumulative amount of five (5) hours or more within a pay period, a stipend of $75 will be given in addition to his/her regular pay. Under no circumstances may a staff Member double-dip. Members are responsible for submitting a request for payment (which should contain all information such as dates, time, person covered on one sheet) during the required pay period or request will be forfeited.

If a substitute teacher is brought in for a teacher, the IA will not receive the stipend since he/she will continue to be responsible for his/her regular work assignment. However, if the IA assumes the teacher role and the substitute teacher assumes the IA role, the IA (SESA Member) will be paid a $50 stipend in addition to his/her regular hourly rate.

If a substitute teacher is not available and there is only one IA in the room, that IA shall assume the duties of the teacher and receive said stipend and another IA may assist. Should the IA decline to assume the duties of the teacher, he/she may continue to work in his/her capacity and another IA may be called in to sub and receive the stipend.

If there is no substitute teacher available and there is more than one IA is in the room, Administration will determine which IA should assume the duties of the teacher and receive the stipend.

When an IA assumes the position of an STA Member for a full school day where there is no substitute teacher assigned to the classroom, the IA will receive, in addition to his/her hourly rate, compensation of $75 per day.

When an IA assumes the position of an STA Member, per Administration for a planned absence of five (5) or more school days, he/she will receive, in addition to his/her hourly rate, compensation of $85 per day starting on day one regardless if a substitute teacher is assigned to the IA role.

Whenever an IA is required to drive a bus/van when related to his/her position, he/she will receive one (1) hour of the Level 1 driver’s rate in addition to his/her regular hourly rate. As noted under Article 4, the pay differential of $5.00 more per hour for bus drivers holding a CDL license with a Student Endorsement, while driving a bus requiring CDL, does not apply to out of title work. Out of title work must be approved in advance by the building Principal, Director of Special Education, or other supervisory personnel unless there are unforeseen circumstances.

**ARTICLE 11**

**Sick Leave**

In the first fiscal year of employment, a Calendar Year Bargaining Unit Member shall earn one and one-quarter (1 1/4) sick days per month. A School Year Bargaining Unit Member in his/her first fiscal year shall earn one (1) sick day per month. A part-time Bargaining Unit Member working five (5) days per week in his/her first fiscal year shall earn .7 sick day per month. A part-time Bargaining Unit Member working less than five (5) days per weekin his/her first fiscal year shall earn one-half (1/2) sick day per month.

Bargaining Unit Members hired on or before January 15 of a fiscal year shall be credited with sick days on the first work day of the fiscal year subject to the following schedule:

|  |  |
| --- | --- |
| Calendar Year Bargaining Unit Member | 15 sick days |
| School Year Bargaining Unit Member | 10 sick days |
| Part-Time Bargaining Unit Member working five (5) days per week | 7 sick days |
| Part-Time Bargaining Unit Member working less than five (5) days per week | 5 sick days |

1. There shall be no limit on the amount of sick days that can be accumulated.
2. A Member may only use sick leave when such employee is sick, injured, or an immediate medical procedure is required. Members may use up to the annual number of sick days for illness of immediate family Members. The Superintendent shall have discretion to allow such leave for other persons related to the Member or to allow additional accrued time. Absence for maternity leave shall not be deemed or paid as sick leave, except as expressly set forth in Article 13 and to the extent required by law.
3. In the event of absence due to sickness or injury in excess of five (5) consecutive working days or in excess of eight (8) working days during any school year, the Committee or the Superintendent, at their sole discretion, may require an examination of the Member by a physician who is mutually agreed upon by the parties. Such examination shall be at the expense of the Committee.
4. The parties agree that use of sick leave for reasons other than illness, except as expressly set forth in Article 11 (Paragraph B), constitutes a misuse of the benefits provided. The Association agrees to work with the Committee whenever misuse of the sick leave program is documented in an effort to control such a problem. The Committee reserves its rights under the law to take reasonable disciplinary action whenever circumstances dictate.

E.Bargaining Unit Members who have been employed by the District for 20 years as of July 1, 2019 shall be grandfathered into the Sick Leave Buy Back Program. This benefit is no longer available to other Members. Pursuant to the Sick Leave Buy Back Program, whenever a Bargaining Unit Member decides to retire, pursuant to the retirement laws of Massachusetts, the Committee agrees that it will pay to such Bargaining Unit Members thirty ($30.00) dollars for each day of unused accumulated sick leave in excess of 180 days. Bargaining Unit Members intending to avail themselves of this benefit must notify the Committee no later than January 15th of the final school year of such Bargaining Unit Member’s service. It is understood that this means the buyback money will not come forth until the following fiscal year. By mutual agreement, the parties may agree to waive the January 15th deadline for notification to the Committee.

F. Sick days may be taken in half day increments.

**ARTICLE 12**

**Other Temporary Leaves of Absence With Pay**

The Committee shall grant all Bargaining Unit Members the following temporary leaves of absence with pay each school year upon recommendation and approval of the Superintendent.

1. One (1) day per school year when an emergency or illness, injury, or death in the immediate family requires a Member to make arrangements for the necessary medical and/or nursing care. (“Immediate family” is construed to include only husband, wife, life partner, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, children, stepchildren, grandparents, grandchildren, father–in–law and mother–in–law.)
2. One (1) day for the funeral of any relative.
3. Funeral leave up to five (5) consecutive days at any one time in the event of a death in the immediate family. “Immediate family” is construed to include only husband, wife, life partner, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, children, stepchildren, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Additional days may be granted at the discretion of the Superintendent on a case by case basis.
4. For the birth or adoption of a Calendar Year or School Year Bargaining Unit Member’s child, the staff Member may use his/her complement of personal days.
5. Personal Leave shall be granted according to the following schedule and must be pre-approved using the appropriate form. Whenever possible, forty-eight (48) hours notice should be given when requesting personal leave. If hired after January 15th, personal days will be prorated in half.

|  |  |
| --- | --- |
| Calendar Year Bargaining Unit Member | 3 days per year\* |
| School Year Bargaining Unit Member, whether full-time (25 hours) working 4 or 5 days/week or part-time (under 25 hours) working 5 days/week | 3 days per year\* |
| School Year Bargaining Unit Member working part-time (under 25 hours) less than 5 days/week | 2 days per year\* |

\*Personal days for new employees hired after January 15th will be prorated to half of the earned accrual listed above.

Personal leave days are intended to be used to permit absences that are unavoidable for compelling personal issues. Typical examples of the use of these days would include legal, banking, insurance consultations, graduations, and funerals not covered under this Agreement, as well as real estate transactions or pressing personal matters that cannot be scheduled on a Bargaining Unit Member’s own time.

1. Calendar Year or School Year Bargaining Unit Members shall not utilize more than two (2) of their accrued personal days consecutively. For purposes of this subsection, Friday and Monday, or the days before and after a holiday or vacation, shall be construed as consecutive days.
2. Personal days are not available for use to extend a holiday, vacation, or long weekend. However, if a request must be made, personal time may be granted at the discretion of the Superintendent.
3. Members who exhaust their personnel leave for major holy day observations may petition the Superintendent for additional personal leave. Such requests shall be handled on a case by case basis and not be unreasonably denied. These days must be deducted from available sick time.
4. At no time will a Bargaining Unit Member be allowed to carry over more than two (2) personal days to the next school year. Upon request for personal leave, Members shall receive a timely response as to approval. Any Member who has earned personal days, but prefers not to take them, may sell such days back to the Committee at a rate of $75 per day. Any Member wishing to elect this option must provide written notice to the Committee prior to final payroll being prepared.
5. Personal days may be taken in half day increments.
6. Members not using personal and family sick time in any academic year shall be awarded an additional one (1) personal day to be used or cashed out in the next following school year.
7. Upon the approval of the building Principal and/or the Superintendent, an unpaid leave of absence may be granted to a Bargaining Unit Member to enroll in a course, workshop, or seminar that begins before the end of the school year.
8. Bargaining Unit Members may leave their appointed job to attend their child’s school event provided they find coverage for their brief absence.
9. The Committee shall allow a full delegation of three (3) to attend the MTA Annual Meeting. If the delegation exceeds three (3) Members, the Association agrees to pay for additional substitutes.
10. The President of the Association will be permitted two (2) days annually for union business. The conditions of utilizing this allowance are:
11. The President will advise the Superintendent in writing no later than seventy-two (72) hours in advance of the date(s) requested, excluding Saturdays and Sundays.
12. The President will give an adequate written explanation of the purpose for the leave.
13. The Association agrees that it will reimburse the Committee one-half of the cost of the substitute teacher brought in to replace the President.

**Other Temporary Leaves of Absence Without Pay**

Members must exhaust all personal days before using non-paid days. Any unpaid leave should be requested through the designated administrator using the Personal Day Request Form and must be approved by the Superintendent.

**ARTICLE 13**

**Maternity Leave**

Maternity leave shall be granted subject to the following: A female Bargaining Unit Member who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) calendar weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least one (1) month notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous or similar position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. Maternity leave begins the day after the child’s birth.

Such employer shall not be required to restore a Bargaining Unit Member on maternity leave to her previous or similar position if other Bargaining Unit Members of equal length of service, credit, and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave provided, however, that such Bargaining Unit Member on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the Bargaining Unit Member’s right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all Bargaining Unit Members on leaves of absence.

**ARTICLE 14**

**Sick Leave Bank**

The Committee agrees to establish a Sick Leave Bank for use by SESA for Bargaining Unit Members who have exhausted their accumulated and annual sick leave days and who require additional leave to make a full recovery from a serious or long term illness and would otherwise lose pay through such continued illness.

**Membership**

Only Bargaining Unit Members of SESA covered by this Agreement who have accrued the number of sick days they are allotted each year (5, 10 or 15)shall be eligible to receive the benefits of this bank.

At the beginning of each school year of the Agreement, the Committee shall set aside in the bank a number of sick leave days equal to the number of SESA Bargaining Unit Members employed in the Bargaining Unit. Any unused days remaining in the Sick Leave Bank at the end of the school year shall roll over from year to year.

Membership in the Sick Leave Bank is mandatory. Each Member may be required to contribute one (1) nonrefundable sick day as needed. The sick day contributed to the bank will not be considered "used" for purposes of accruing an additional personal day.

When the number of unused days reaches a critical level, thirty (30) days or less, the Committee, upon the recommendation of the Sick Bank Committee, will require an additional contribution from all Bargaining Unit Members. In the event that the additional sick bank contribution of days occurs after April 15th, any remaining days left in the Sick Leave Bank at the end of that school year shall roll over to the next school year. In this event, SESA Bargaining Unit Members will not be required to contribute a sick day at the beginning of the next school year. New SESA hires automatically contribute one (1) day on the 180th workday.

Upon retirement (both permanent and those who retire, but continue in a job share capacity), a Member may contribute up to ten (10) sick days to the Sick Leave Bank by completing the online ***Retiree’s Contribution to Sick Leave Bank*** form, which will be posted on the website. The responses collected will automatically go to the Union President and Human Resources. Making a contribution shall not affect a Member’s sick bank buy back total (see Article 11, Paragraph E). For qualifying Members, the 10 days shall be contributed after calculating the buy back total exceeding 180 days.

**Sick Bank Committee**

1. A seven (7) Member committee will be established yearly. This Committee shall administer the Sick Leave Bank.
2. The Committee shall appoint three (3) administrative representatives.
3. SESA shall appoint four (4) representatives: two (2) of whom will be secondary Bargaining Unit Members and two (2) of whom will be elementary Bargaining Unit Members.
4. The Superintendent, or his/her designee, shall preside at the meeting and may vote only to break a tie.
5. All applications for participation and benefits must be made on a form approved by the Sick Bank Committee located on the Sutton School District webpage labeled Staff Forms.
6. Decisions of the Sick Bank Committee shall not be subject to the grievance procedure. Within ten (10) school days following notification of a Sick Bank Committee decision, the applicant or his/her representative may present an appeal in writing to the Sick Bank Committee. Such appeal shall consist of a request that the Sick Bank Committee review its decision and present the applicant’s reasons for such a review.

**Rules**

Bargaining Unit Members shall commence receiving benefits of the Sick Leave Bank when the following conditions are met:

1. Bargaining Unit Members shall have exhausted their own individual sick leave, both annual and accumulated;
2. Bargaining Unit Members must present written medical evidence of illness or disability to the Sick Bank Committee, along with an estimated date of recovery and return;
3. Bargaining Unit Members who draw sick days from the Sick Leave Bank shall receive salary and salary disbursement as received prior to their application to the Sick Leave Bank;
4. The Sick Leave Bank is not available for elective surgery; however, each case will be given individual consideration by the Sick Bank Committee;
5. The total number of days given shall be capped at 60 annually with the option to appeal for additional days if that cap is reached;
6. Days will be awarded in increments of not more than 15 days.

**Application**

Participating Bargaining Unit Members must make written application to the Sick Bank Committee requesting Sick Leave Bank benefits using the prescribed form. A medical statement by the attending physician stating the exact nature of incapacitation must accompany this and the projected time of recovery beyond the Bargaining Unit Member’s own accrued sick leave.

In the event that a Bargaining Unit Member is unable to make a written application due to illness or injury, the Sick Bank Committee may act on the Bargaining Unit Member’s behalf to initiate the application.

**ARTICLE 15**

**Education Leave**

With the approval of the Superintendent, all Bargaining Unit Members may be allowed to take an unpaid leave of absence of up to one (1) year for the purpose of pursuing a college degree. Said Member shall be guaranteed a return to the same, or a comparable, job if there is an opening at the time of return and if the Member left with a satisfactory evaluation. If there is no opening at the time of return from the leave of absence, the recall list shall apply.

**ARTICLE 16**

**Overtime / Work on a Holiday and Call Back**

Overtime wages shall be paid to employees who work more than 40 hours in their normal work week. The work week begins on Monday and ends on Friday.

Work in excess of forty (40) hours shall be paid at the Overtime rate of one and one-half times the regular rate of pay for one work week regardless if personal, vacation, holiday, jury duty, or sick time has been used during that week. Work performed on Saturdays shall be paid at one and one-half times the regular rate. Work performed on Sundays and holidays shall be compensated at two times the regular rate.

1. Bargaining Unit Members who are requested and volunteer to return to work after the conclusion of their regular shift will be compensated at their time and one-half rate for all hours over forty (40) hours per week with a minimum of two (2) hours. All work performed on a holiday will be compensated at two times the regular rate.
2. When an employee is required to use his/her car for school business, he/she will be reimbursed at the current IRS rate per mile.
3. If working a weekend or holiday event, custodial and grounds employees will receive their overtime rate, or a minimum of $30/hour, whichever is greater. Custodial and grounds employees, but excluding the mechanic, may choose to participate in the rotation for weekend coverage. The rotation list will initially list volunteers by seniority. The individual moves to the bottom of the list after completing his/her assignment. If the person on the list cannot fulfill the duties when their turn comes up, he/she may swap with another individual or pass and be moved to the end of the list. If there is no one to cover, the mechanic may volunteer.
4. In the event of a cancellation of scheduled activities on a Saturday or Sunday when the employee has arrived at the school, absent advance notice to said employee by 8:00 p.m. on the day prior to the scheduled event, the employee will receive a minimum of four (4) hours pay.
5. If working events outside of a normal workday including, but not limited to, weekend, holiday or employee events, cafeteria employees shall be paid the Level 5 rate of pay or his/her regular rate of pay, whichever is greater.
6. Any emergency calls, including alarm calls, will be paid at a minimum of four (4) hours at a rate of time and one-half (1.5), except for Sundays and Holidays, which will be paid at double time.

**ARTICLE 17**

**Reduction in Force and Bumping**

The Committee retains the right to reduce the number of Bargaining Unit Members on its staff. When reductions in staff are necessary, a Bargaining Unit Member’s qualifications, performance, and seniority will be considered.

Recall: Bargaining Unit Members shall be entitled to recall for a period of one (1) year, in the inverse order of lay off, provided that the same criteria used for layoff shall apply to recall.

**ARTICLE 18**

**Complaint and Grievance Procedure**

1. A “grievance” is a dispute concerning the interpretation of the terms of this Agreement between an employee covered by this Agreement and the School Committee.
2. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which, from time to time, arise and affect the wages, hours, and conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee.
3. Level 1: Employees are encouraged, but not required, to discuss alleged violations with the appropriate intermediate supervisor prior to filing a grievance at Level 1; however, such informal discussions, if they occur, shall not operate so as to extend the time limits set forth herein. The grievance shall be presented in writing by the aggrieved employee to the employee’s Principal. The Principal’s determination of the grievance shall be in writing to the grievant and the Superintendent.
4. If, at the end of the fifteen (15) working days next following the occurrence of any grievable dispute, or the date of first knowledge of its occurrence by any employee affected by it, a grievance shall not have been presented at Level 1 of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.
5. Level 2: If the grievance shall not have been disposed of to the employee’s satisfaction within five (5) working days after submission to Level 1, the grievance may be filed in writing with the Superintendent who shall, within five (5) working days after stamped receipt of the Level 2 grievance, meet with the aggrieved employee and/or a representative from the SESA in an effort to settle the grievance. The Superintendent’s determination of the grievance shall be in writing to the grievant and the Chair of the School Committee.
6. Level 3: If the grievance shall not have been disposed of to the employee’s satisfaction within five (5) working days after the meeting with the Superintendent as provided in Level 2 above, the grievance may be filed in writing with the School Committee who shall meet with the aggrieved employee and/or a representative from SESA either within fifteen (15) working days or the next regularly scheduled School Committee meeting, whichever is later, after receipt of the Level 3 grievance in an effort to settle the grievance. At this level, both parties may bring in a representative of their choice. The School Committee’s determination of the grievance shall be in writing to the grievant within ten (10) working days. Level 3 of the grievance procedure shall apply only to those grievances which are within the jurisdiction of the School Committee after the Education Reform Act of 1993. If the Committee determines that a grievance is not within its jurisdiction, it shall so notify the Association; at which point the Association shall have the option to appeal the decision as provided under Level 4. Such appeals shall be made within ten (10) working days of notification by the School Committee.
7. Level 4: If the grievance is not resolved at Level 3, the Association may appeal the grievance to arbitration through the American Arbitration Association (AAA) in accordance with the rules of the AAA. Such an appeal must be filed within ten (10) working days of the decision or notification under Level 3. The authority of an arbitrator hereunder shall be limited to determining whether a specific provision of this Agreement has been violated and the arbitrator shall have no authority to modify, add to or delete any term of this Agreement. Arbitration fees shall be shared equally between the parties.
8. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement and, if the Association shall so desire, it shall be permitted to be heard at each level of the procedure beginning at Level 2 under which the grievance shall be considered.
9. No written communication, other document, or record relating to the grievance shall be filed in the personnel file maintained by the School Department of Sutton for any employee involved in presenting such grievance. Only the subject matter, which is proper material for inclusion in an employee’s personnel file apart from the grievance procedure, shall be filed. If material which is included in the personnel file is grieved, it will only be removed from the file if it is the determination of the grievance to do so.
10. If, in the judgment of the Association, the grievance does not fall under the jurisdiction of the building Principal or a grievance affects a group or class of employees, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level 2 provided, however, that the presentation shall be made by no more than three (3) persons.
11. Times for meeting to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the Superintendent, a meeting during school hours is desirable to facilitate production of appropriate information.
12. For any grievance not resolved by the last working day of the school year, or for any grievance initiated during the Month of June, the phrase “working days” shall no longer apply and the phrase “weekdays” shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule. The grievance shall be heard at Level 3 by the School Committee at their next regular meeting.

**ARTICLE 19**

**Annual Increments**

Annual increments are granted each year on July 1st and are subject to a satisfactory evaluation.

**ARTICLE 20**

**Paid Holidays**

**All Full-Time Calendar Year** Bargaining Unit Members shall be granted a maximum of fourteen (14) paid holidays during the calendar year. If a holiday falls on a Saturday, it is celebrated on that day without any further compensation. Holiday pay will be granted for holidays that fall on Sunday and are celebrated on Monday. If Christmas Eve and New Year’s Eve fall on a weekday, Calendar Year Bargaining Unit Members will receive a paid day.

|  |  |
| --- | --- |
| 1. New Year’s Day | 8. Independence Day |
| 2. Martin Luther King, Jr., Day | 9. Labor Day |
| 3. Presidents’ Day | 10. Columbus Day |
| 4. Patriots’ Day | 11. Veterans’ Day |
| 5. Good Friday *(if school is not in session)* | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Friday following Thanksgiving |
| 7. Juneteenth | 14. Christmas Day |

**All Full-Time School Year** Bargaining Unit Members shall be granted a maximum of nine (9) paid holidays, as listed below, for the normal number of hours the Bargaining Unit Member works each day. If a holiday falls on a Saturday, it is celebrated on that day without any further compensation. Holiday pay will be granted for holidays that fall on Sunday and are celebrated on Monday. If a school year administrative assistant or driver **is required** to work up to or past July 4th due to extensions in the school year, he/she will be paid for that holiday.

|  |  |
| --- | --- |
| 1. New Year’s Day | 6. Columbus Day |
| 2. Martin Luther King, Jr., Day | 7. Veterans’ Day |
| 3. Good Friday *(if school is not in session)* | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Labor Day |  |

**All Part-Time School Year** Bargaining Unit Members shall be granted a paid holiday for the holidays listed below, for the normal number of hours the Bargaining Unit Member works each day. If a holiday falls on a Saturday, it is celebrated on that day without any further compensation. Holiday pay will be granted for holidays that fall on Sunday and are celebrated on Monday.

|  |  |
| --- | --- |
| 1. New Year’s Day | 5. Columbus Day |
| 2. Good Friday *(if school is not in session)* | 6. Thanksgiving Day |
| 3. Memorial Day | 7. Christmas Day |
| 4 Labor Day |  |

Unit Members will not receive holiday pay if the District chooses to close buildings on a Friday to celebrate a holiday occurring on a Saturday.

**ARTICLE 21**

**Copies of Agreement**

The Committee agrees to provide electronic copies of this Agreement to all Bargaining Unit Members, as well as posting it online. Five (5) hard copies of the Agreement will be available in the Maintenance Office, Cafeteria Office, Business Office and each school building’s Main Office.

**ARTICLE 22**

**Jury Duty**

All Bargaining Unit Members required to perform jury duty shall receive leave with pay for the duration of such duty and shall be paid by the Sutton Public Schools the difference between the compensation received for such jury service, exclusive of mileage reimbursements, and the Bargaining Unit Member’s regular salary.

**ARTICLE 23**

**Protection**

1. All Bargaining Unit Members will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisors.
2. This report will be sent to the building Principal and the Superintendent who will comply with any reasonable request from the Bargaining Unit Member for information in their possession relating to the incident or the persons involved and will serve as a liaison between the Bargaining Unit Member, police, and the courts.
3. The Superintendent and/or the Committee agree to provide the Bargaining Unit Member with the extent of protection provided in accordance with Chapter 258 of the General Laws of Massachusetts.

**ARTICLE 24**

**Vacation**

Vacation requests during the school year in excess of three (3) days are subject to advance approval by the Superintendent or his/her designee and require twenty-one (21) days advance notice by the Bargaining Unit Member. For a vacation request less than three (3) days, five (5) days advance notice by the Bargaining Unit Member is sufficient. ***Vacation days may only be taken the week before school begins with the approval of the building Principal or Facilities Manager*.** Vacation days should be scheduled when school is not in session whenever possible. **Exceptions to the number of days notice may be appealed to the Superintendent on a case by case basis.**

One-half of the number of annual vacation days may be rolled over to the next school year. Vacation days with rollover days, however, shall not exceed 1.5 times the annual vacation leave per year.

Calendar Year Bargaining Unit Members, whether FT or PT, receive their normal week’s pay for vacation.

**Vacation Accrual & Schedule**

Vacation time for new Members shall be accrued based on his/her start date according to the Vacation Accrual Schedule below. Vacation time accrual for existing Members will start on July 1st of the fiscal year. If an employee resigns or retires mid-year, their vacation time payout will be prorated based on the accrued time for months worked. If they have used all of their time prior to the year ending, they will reimburse the district money equivalent to the months for which they were not entitled. Years of employment for vacation accrual shall be applied in the same manner as the language set forth under Article 26/Longevity.

| **VACATION ACCRUAL SCHEDULE** |
| --- |
| 0 – 5 Years of Employment\* | 10 Vacation Days |
| 6 – 10 Years of Employment | 15 Vacation Days |
| 10+ Years of Employment | 20 Vacation Days |
| 25+ Years of Employment | 25 Vacation Days |
|  \*New Hires: Your first year vacation days are prorated based on your start date. |

Employees hired after July 1st of any given year will accrue vacation time as set forth below. New employees will not begin accruing vacation time until after successfully completing three (3) months of employment.

|  |  |
| --- | --- |
| Hired July | Seven (7) Days beginning October 1 / Full Accrual beginning July 1 |
| Hired August | Seven (7) Days beginning November 1 / Full Accrual beginning July 1 |
| Hired September | Six (6) Days beginning December 1 / Full Accrual beginning July 1 |
| Hired October | Six (6) Days beginning January 1 / Full Accrual beginning July 1 |
| Hired November | Five (5) Days beginning February 1 / Full Accrual beginning July 1 |
| Hired December | Five (5) Days beginning March 1 / Full Accrual beginning July 1 |
| Hired January | Four (4) Days beginning April 1 / Full Accrual beginning July 1 |
| Hired February | Four (4) Days beginning May 1 / Full Accrual beginning July 1 |
| Hired March | Three (3) Days beginning June 1 / Full Accrual beginning July 1 |
| Hired April | Zero (0) Days / Full Accrual beginning July 1 |
| Hired May | Zero (0) Days / Full Accrual beginning August 1 |
| Hired June | Zero (0) Days / Full Accrual beginning September 1 |

**ARTICLE 25**

**Conference Attendance**

When the Principal or Superintendent approves a Bargaining Unit Member’s attendance at workshops, seminars, or conferences, the Committee shall pay reasonable expenses including, but not limited to, registration fees, meals, lodging or transportation incurred by SESA Bargaining Unit Member.

**ARTICLE 26**

**Longevity**

Longevity is defined as continuous years of service in the Sutton School Department and is calculated by hire date. If hired by January 15th of a fiscal year, said employee receives full year credit; if hired after January 15th of a fiscal year, employee receives no credit for that year.

In addition to the basic compensation as provided herein, all Bargaining Unit Members covered under the terms of this Agreement shall receive additional compensation as indicated below.

Longevity payments will be included in the employee’s final pay period of the fiscal year. If a Bargaining Unit Member, who qualifies for longevity, leaves prior to the final pay period of the fiscal year, he/she will receive a portion of the longevity as determined by the full months of service worked during that fiscal year. Pro-rated longevity pay will start July 1 (fiscal year) for all unit Members. (Example: A Member leaves December 15, the longevity will be paid for July, August, September, October and November.)

|  |
| --- |
| **As of FY24** |
| Years | Full-Time | Part-Time |
| 15 Years | $750 | $375 |
| 20 Years | $1,250 | $500 |
| 25 Years | $1,500 | $500 |
| 30 Years | $3,000 | $500 |

**ARTICLE 27**

**Early Closings, Delayed Openings, and Cancellations Due to Weather or Emergency**

1. If the opening of school is delayed, all Bargaining Unit Members will be paid for the entire day.
2. If the school day is ended early, all Bargaining Unit Members will be paid for the entire day.
3. If school is cancelled, work is cancelled for all school year instructional and non-instructional Bargaining Unit Members, excluding custodians.
4. If cafeteria personnel and/or drivers have begun their work day and school is delayed or cancelled, they will receive a minimum of one hour of pay, or pay for time worked.
5. If school is cancelled and calendar year administrative assistants are not permitted on campus per the Superintendent, they will receive their normal day’s pay for snow or emergency events. If the office is closed for more than five (5) days, they may use a personal or vacation day for additional cancellations if they wish to be paid.
6. If a Bargaining Unit Member has requested a personal day or sick day and a delayed opening occurs, he/she shall receive the full day's pay.

**ARTICLE 28**

**Use of GPS and Video on District Transportation Vehicles**

All parties agree that the purpose of installation of GPS or other monitoring equipment on District vehicles is for the sole purpose of protecting employees and the District when accusations of misconduct have occurred. Additionally, GPS may be used to determine location and arrival time to destinations when in question by parents or administration, due to a variety of situations including, but not limited to, traffic or emergency situations. It may not be used solely for the purpose of evaluating a driver or for monitoring a driver’s speed.

**ARTICLE 29**

**Labor / Management Cooperation**

The Superintendent will meet with SESA leadership, at least quarterly, to discuss issues, concerns and cooperation.

Members will complete mandatory local and state trainings during the time period provided to them by the District or on their own time if they so choose. Training must be completed by September 30th of each school year.

Members agree to the use of an electronic time and attendance system, excluding the use of a geotag or fingerprinting system. Bus drivers will use an app. Once the employer has made a decision of the foregoing, they agree to reconvene with the SESA Union representatives to discuss any impact this decision may have on Members prior to implementation.

**ARTICLE 30**

**Saving Clause**

1. If any provision of this Agreement is or shall, at any time, be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Sutton Education Support Association.
2. In the event that any provision of this Agreement is or shall, at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE 31**

**Duration**

This Agreement and its provisions shall be effective from July 1, 2025, and shall remain in full force and effect up to and including the 30th day of June, 2028, and, thereafter, shall automatically renew itself in terms of one year provided, however, that either party may, on or before the 1st day of the December preceding June 30, 2028, give written notice to the other of its desire to extend or revise this Agreement for the period to commence the 1st day of the following July.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed in their names and on their behalf by the duly authorized officers thereto this ***7th*** day of ***April, 2025***.

|  |  |  |
| --- | --- | --- |
| **SUTTON EDUCATION SUPPORT****ASSOCIATION:** |  | **SUTTON SCHOOL COMMITTEE:** |
|  |  |  |
| Elaine Valk, President |  | Benjamin Gibbons, Chair |
|  |  |  |
| Charles Petry |  | Bruce Edwards, Vice Chair |
|  |  |  |
| Nicole Leveille |  | Jennifer Darling, Secretary |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Cindy Goddard |  | Nate Jerome, Member |
|  |  |  |
| Terri Senecal |  | Jill Kozaczka, Member |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Jen Duquette |  |  |
|  |  |  |
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**APPENDIX A**

Sutton Public Schools

**Support Staff Evaluation Procedures**

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The purpose of evaluation is to recognize and improve, as necessary, staff effectiveness in providing the best possible environment for the students of the Sutton Schools. That environment includes both, emotional and physical attributes. The attitudes of employees in working with children, the cleanliness of the school buildings and grounds, and the cooperative spirit in which tasks are completed all contribute to a positive environment for our students

Evaluation should be a continuous and cooperative process between the evaluator(s) and the employee. The evaluation should place major emphasis on assisting the employee in achieving growth that is consistent with the basic philosophy, goals and objectives of the Sutton School District.

Timeline

There will be a summative evaluation completed by May 1st each year based on an observation visit, or based on a cumulative number of walkthroughs. More than one Member may be observed during a visit as in the case of cafeteria workers, library assistants and IAs who share a work area. The evaluator shall address any concerns regarding an employee’s performance during the year if it is based on his/her firsthand knowledge.

Evaluators

Evaluations will be performed on specific groups by the following individuals:

 Building Based Administrators Instructional Assistants

 or their designee Administrative Assistants

 Reading Assistant

 Library Assistant

 Therapy Assistants

 Facility Manager Custodians, Grounds, Mechanic

 Director of Food Services Cafeteria Personnel

 or Business Manager

 Transportation Coordinator Drivers

 and/or Business Manager

Teachers will not provide any written evaluations on paraprofessionals although they may give verbal comment.

Instructional Assistants will be sent a survey each spring to provide feedback on their placement. Efforts will be made to honor requests when feasible.

Observation/Walkthroughs

Observation/walkthroughs are visits by the evaluator to observe the employee in the classroom or their regularly scheduled work environment.

One designated evaluator will evaluate each employee. At the beginning of each school year, the employee shall be told who the evaluator will be. If it is necessary to change the evaluator during the course of the school year, the employee shall be promptly notified of said change.

The evaluator will meet with the SESA Member to share and review their summative evaluation within two (2) weeks. The report will be signed by both, the evaluator and the employee, and the employee will receive a copy of same. The employee’s signature does not indicate agreement with the evaluation, but simply acknowledges that he/she has received the evaluation. The employee will have the right to include a written response to the evaluation, and the response will be viewed by the Superintendent and become part of the evaluation placed in the folder.

Improvement Plan

Any evaluator noting serious deficiencies in an employee's performance will work with the employee to develop a written improvement plan that details corrective steps to be taken and a timeline for improvement. The plan must be designed to produce improvement in the employee's performance. Expected results must be clear and measurable.

The plan must be written and should be in place within two (2) weeks of noting and discussing the deficiencies with the employee.

The timeline for monitoring and evaluating results will be written and mutually agreed upon. The timeline will establish a series of interim deadlines, during which progress toward achievement of the goals will be measured and communicated to the employee by the evaluator. Employees on an improvement plan will receive another formal evaluation prior to June 15th, but no sooner than 45 calendar days after being placed on the plan. If, at that time, all concerns have been addressed satisfactorily, the improvement plan is terminated. If some concerns remain, either the improvement plan is terminated or the improvement plan is continued. If insufficient progress has been made, the employee is placed on probationary status for one year. An employee who fails to make sufficient progress during the probationary year is subject to termination at the end of the school year.

*July, 2016*

Sutton Public Schools

**Support Staff Evaluation Form**

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| --- |
| **EMPLOYEE INFORMATION** |
| Name: |       |
| Position: |       |
| School: | ☐ SCEL ☐ Elementary ☐ Middle ☐ High ☐ Central Office |
|  |
| **EVALUATOR INFORMATION** |
| Name: |       | Date: |       |
| Time Observed: | Start: |       | Finish: |       |
|  |
| Ratings: |  |
|  | E = Exemplary | N/A = Not Applicable |
|  | P = Proficient | U = Unsatisfactory |
|  | NI = Needs Improvement |  |
|  |  |  |
|  |
|       | 1. Quality of Work: Work is consistently accurate, thorough, neat and  |
|  | complete. |
|  |  |
|       | 2. Quantity of Work: Maintains high output. |
|  |  |
|       | 3. Responsibility: Willing to assume responsibility, take initiative when  |
|  | appropriate, grow in the position with experience, and complete |
|  | delegated responsibilities. |
|  |  |
|       | 4. Adaptability: Demonstrates the ability to adjust to and effectively perform  |
|  | tasks in new or changing situations. |
|  |  |
|       | 5. Work Habits: Is self-motivated, conscientious, and organized. |
|  |  |
|       | 6. Relationships with People: Works and communicates effectively and  |
|  | respectfully with others, including co-workers, superiors, parents and |
|  | students. |
|       | 7. Dependability: Is punctual and displays consistent attendance. |
|  |  |
|       | 8. Attitude: Identifies and meets job requirements with interest, enthusiasm  |
|  | and cooperation. |
|  |  |
|       | 9. Judgment: Assesses situations and independently makes safe,  |
|  | responsible decisions. |
|  |  |
|       | 10. Reliability: Consistently completes work assignments on or ahead of  |
|  | schedule. |
|  |  |
|       | 11. Confidentiality: Honors, respects and retains personal and private  |
|  | information about students, staff and families entrusted to him/her. |
|  |  |
|       | 12. Follows Directions: Easily understands and follows directions when  |
|  | given and asks clarifying questions when needed. |
|  |
| Summary Statement of Overall Performance:      |
|  |
| Commendations:      |
|  |
| Recommendations:      |
|  |
| ☐ Improvement Plan Recommended (if three or more “Needs Improvement”) |
|  |
| \*Support Staff Member Signature: |  | Date: |       |
|  |
| Conference Date: |       |  |
| *\*Signature indicates that the SESA Member has reviewed this evaluation and has had an opportunity to discuss its content with the Evaluator.**A support staff Member who does not agree with this evaluation may submit a written rebuttal to the Superintendent of Schools or his/her designee.* |

1. The Kitchen Manager will receive a $6.00 per hour differential at all times as long as he/she does not resign or is not removed from the position, this includes holiday and sick time wages. [↑](#footnote-ref-1)
2. The Lead Custodian for 2nd Shift will receive a $2.00 per hour differential only when working the second shift. [↑](#footnote-ref-2)
3. Bus Drivers holding a CDL License with a Student Endorsement will receive a pay differential of $5.00 more per hour when driving a bus requiring CDL Licensure. This pay differential does not apply to Out of Title Work as set forth in Article 9 of this contract. [↑](#footnote-ref-3)