

COLLECTIVE BARGAINING AGREEMENT

between

**WAREHAM SCHOOL DEPARTMENT SECRETARIES'
ASSOCIATION**

affiliated with the

Wareham Education Association

Affiliated with

Massachusetts Teachers Association

Unit - D

and

WAREHAM SCHOOL COMMITTEE

July 1, 2021 through June 30, 2024

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PREAMBLE

THIS AGREEMENT is between the Wareham School Committee (the Committee or the School Committee) and the Wareham Education Association – Unit D Secretaries (the Association) affiliated with the Massachusetts Teachers Association.

ARTICLE I – SCHOOL COMMITTEE RIGHTS

Section 1.1 Committee Rights. The School Committee and the Superintendent retain their statutory rights to administer the Wareham schools, including, but not limited to determining the nature and size of the work force and directing its employees, and retain all rights and powers not specifically delegated or modified by this Agreement. Nothing in this Agreement shall be deemed to derogate from, or impair, any power or duty conferred upon the Committee or the Superintendent. As to every matter not provided for in this Agreement, the School Committee retains all powers, rights, and duties that it has by law and its exercise of those powers, rights, and duties shall not be made the subject of a grievance or arbitration proceeding.

ARTICLE II – UNION RECOGNITION

Section 2.1 Recognition. For the purpose of bargaining over wages, hours, and conditions of employment, the Wareham School Committee recognizes the Wareham Education Association affiliated with the Massachusetts Teachers Association exclusive bargaining representative for all full-time and regular part-time secretaries, bookkeepers, and clericals, employed by the School Committee, excluding the Superintendent’s secretary, confidential employees, and all other school employees.

ARTICLE III – UNION REPRESENTATION

Section 3.1 Union Meetings. The Union is entitled to use school buildings without cost at reasonable times for union and union-committee meetings. Building principals who are notified one week in advance of the time and place of a meeting may permit the Union to use a building room. Meetings will not be conducted during normal working hours and will not interfere with the school’s normal functions. Union members must take proper care of the room. Building use form must be submitted prior to use.

Section 3.2 Union Access. Union representatives will have reasonable access to the employer’s premises if, upon arrival, they notify the immediate manager and receive approval, which may not be unjustly denied.

Section 3.3 Bulletin Boards. The Union is entitled to use on-the-premises bulletin boards for notices, circulars, and other professional materials. The Union shall give copies of the postings to the building principal.

Section 3.4 Equipment. Members of this bargaining unit have the same privileges regarding communications, telephones, e-mail and interoffice mail as members of other bargaining units.

Section 3.5 Union Business. WEA shall be granted annually a total of three (3) work days to attend conventions, meetings or conferences sponsored by the Massachusetts Teachers Association or the National Education Association. The Superintendent will consider a request for time off for the Unit D members during the school day when said Association business cannot be conducted outside of school hours. The Superintendent will not withhold consent unreasonably.

ARTICLE IV – MEMBERSHIP

Section 4.1 Dues Deductions. Employees shall tender the initiation fee and monthly membership dues by signing a dues-authorization form (see Appendix C). During the term of this Agreement, and in accordance with the terms of the check-off authorization, the Superintendent shall deduct membership dues levied under the Constitution of the Union from the pay of each employee who has executed such authorization and remit the aggregate amount to the Union Treasurer. Upon written authorization, union members' and agency-service-fee payers' dues and fees will be deducted from their wages effective on their date of hire. Deductions are made each pay period. All references to Agency Fee shall be deemed invalid unless law is amended.

Section 4.2 Dues Information. The Superintendent's office shall give new employees a dues deduction form on their date of hire and forward a copy to the Association President: New employees must complete the form and return it to the Association Treasurer. The employer shall transmit weekly a list of employees, along with dues and fees deduction information, to the Association Treasurer. The Union shall certify to the Superintendent in writing the current rate of membership dues and provide 30 days notice of a change in dues, initiation fees, or service fees.

Section 4.3 Indemnity. The Union shall defend any administrative or court litigation concerning the implementation of this provision and indemnify the Superintendent for any liabilities or damages incurred in complying with it.

Section 4.4 Grant or Temporary Positions. A grant or temporary position existing for 120 calendar days or less accrues no benefits during its first 90 days. On the 91st day the employee in that position is entitled to all union benefits and must pay the agency fee.

ARTICLE V – REDUCTION IN FORCE

Section 5.1 Reductions in Force. When possible, the Union and employees to be laid off must be given a 30-day notice before any reduction in force, restructuring or elimination of positions. Reductions in force will be made system-wide within the full-time and part-time classifications in accordance with the following three criteria: (a) the needs of the school system, as determined by the Superintendent; (b) performance evaluations; and (c) seniority.

Section 5.2 Bumping Rights. An employee about to be laid off is entitled to bump a less senior employee in accordance with: (a) the needs of the school system, as determined by the Superintendent; (b) performance evaluations; and (c) seniority.

Section 5.3 Recall Rights. Laid off employees are eligible for recall for one (1) year. Employees will be given priority for recall in accordance with: (a) the needs of the school system, as determined by the Superintendent; (b) performance evaluations; and (c) seniority. Recalled employees must be hired at the step they would have attained had they not been terminated, without loss of eligibility for vacation. A recalled employee who has received a sick leave buy back at the time of layoff will have no sick leave accrual at the time of recall.

ARTICLE VI – SALARIES

Section 6.1. Secretary Salary Scale. Effective July 1, 2021 to June 30, 2024, Calendar and school year employees shall be paid weekly. A school year secretary will revert back to the prior contract where they will be paid on a weekly basis and will be able to cash out remaining unused vacation days at the end of the school year. Calendar and school year employees are paid the following weekly salaries:

Step	FY 22 (2.5%)	FY 23 (2.5%)	FY 24 (2.75%)
1	\$ 719.24	\$ 737.22	\$ 757.50
2	\$ 733.62	\$ 751.96	\$ 772.64
3	\$ 748.30	\$ 767.01	\$ 788.10
4	\$ 763.27	\$ 782.35	\$ 803.86
5	\$ 778.53	\$ 797.99	\$ 819.94
6	\$ 794.10	\$ 813.95	\$ 836.33
7	\$ 809.99	\$ 830.24	\$ 853.07
8	\$ 826.18	\$ 846.84	\$ 870.12
9	\$ 842.70	\$ 863.77	\$ 887.53
10	\$ 859.55	\$ 881.04	\$ 905.27

11	\$ 876.75	\$ 898.67	\$ 923.39
12	\$ 894.28	\$ 916.64	\$ 941.85
13	\$ 912.17	\$ 934.97	\$ 960.68
14	\$ 930.41	\$ 953.67	\$ 979.90
15	\$ 949.03	\$ 972.75	\$ 999.50
16	\$ 968.00	\$ 992.20	\$ 1,019.49
17	\$ 987.36	\$ 1,012.05	\$ 1,039.88
18	\$ 1,007.11	\$ 1,032.29	\$ 1,060.68
19	\$ 1,027.26	\$ 1,052.94	\$ 1,081.89
20	\$ 1,047.80	\$ 1,073.99	\$ 1,103.53
21	\$ 1,068.76	\$ 1,095.48	\$ 1,125.60
22	\$ 1,090.13	\$ 1,117.38	\$ 1,148.11

Section 6.2. Hourly Rate. School year employees are paid at the hourly rate of the calendar year employees' salary schedule on the step on which they are placed.

Section 6.3. Bookkeeper Salary Scale

Step	FY 22 (2.5%)	FY 23 (2.5%)	FY 24 (2.75%)
1	\$ 984.62	\$ 1,009.23	\$ 1,036.98
2	\$ 1,004.40	\$ 1,029.51	\$ 1,057.82
3	\$ 1,024.55	\$ 1,050.16	\$ 1,079.04
4	\$ 1,045.08	\$ 1,071.21	\$ 1,100.66
5	\$ 1,065.98	\$ 1,092.63	\$ 1,122.68
6	\$ 1,087.26	\$ 1,114.44	\$ 1,145.09
7	\$ 1,108.91	\$ 1,136.63	\$ 1,167.89
8	\$ 1,131.30	\$ 1,159.59	\$ 1,191.47
9	\$ 1,153.70	\$ 1,182.54	\$ 1,215.06
10	\$ 1,176.83	\$ 1,206.25	\$ 1,239.43
11	\$ 1,200.35	\$ 1,230.36	\$ 1,264.19
12	\$ 1,224.24	\$ 1,254.85	\$ 1,289.35
13	\$ 1,248.87	\$ 1,280.09	\$ 1,315.29
14	\$ 1,273.88	\$ 1,305.73	\$ 1,341.63
15	\$ 1,299.26	\$ 1,331.74	\$ 1,368.36
16	\$ 1,325.39	\$ 1,358.52	\$ 1,395.88
17	\$ 1,351.89	\$ 1,385.69	\$ 1,423.80
18	\$ 1,378.76	\$ 1,413.23	\$ 1,452.09
19	\$ 1,406.38	\$ 1,441.54	\$ 1,481.18
20	\$ 1,434.74	\$ 1,470.61	\$ 1,511.05
21	\$ 1,463.92	\$ 1,500.51	\$ 1,541.78
22	\$ 1,492.97	\$ 1,530.30	\$ 1,572.38

Longevity

Year 5-7	\$500
Year 8-9	\$600
Year 10-12	\$650
Year 13-14	\$700
Year 15	\$750
Year 16	\$775
Year 17	\$800

Year 18	\$950
Year 19	\$975
Year 20	\$1,000
Year 21	\$1,100
Year 22	\$1,200
Year 23	\$1,300
Year 24	\$1,400
Year 25	\$1,500
Additional \$100 each year after 25 (for example: Year 26 - \$1,600; Year 27 - \$1,700)	

ARTICLE VII – WORKDAY and WORK YEAR

Section 7.1 Calendar Year. Calendar year employees work 12 months a year.

Section 7.2 School Year. School year employees must be notified in writing as soon as possible but no later than July 1 whether they have a work assignment for the following school year and the anticipated start date. (The term “school year” does not refer to a specific number of workdays.) School year employees are not guaranteed a work year.

Section 7.3 Workday. The workday for full-time employees is seven (7) hours a day and 35 hours a week. All full-time employees are entitled to an unpaid half-hour lunch scheduled by the appropriate principal, director, or Superintendent. The regular workday begins no earlier than 7:00 A.M. and ends no later than 5:00 P.M. The incumbents of the school year classification are guaranteed a seven (7) hour workday (see Appendix B). When those incumbents leave the school year classification their replacements will not be guaranteed a seven (7) hour workday.

Section 7.4 Scheduling. The school administrator, with the Superintendent’s or designee’s approval, schedules the workday for school year-part time personnel. The workday for school year employees is no fewer than four (4) and no more than seven (7) hours a day. When a school year employee is scheduled to work at least four (4) hours, the school administrator shall schedule an unpaid half hour lunch.

Section 7.5 Breaks. Employees are entitled to a 15-minute break during the first four (4) hours worked each day and a second 15-minute break during each additional three (3) hours worked.

Section 7.6 Mandatory Evenings. Employees must be paid for working evening meetings. Employees may not be required to work more than two (2) evening meetings a year. When possible, employees must be notified at least one (1) week in advance that they are required to work an evening meeting.

ARTICLE VIII – FULL TIME and PART TIME

Section 8.1 Definitions. There are two (2) classifications: full-time and part-time. Full-time employees work 35 hours a week. Part-time employees work less than 35 hours a week and receive pro rata benefits. There are two types of positions: calendar-year positions and school-year positions.

ARTICLE IX – OVERTIME and EXTRA WORK

Section 9.1 Overtime. Overtime will be offered to the most qualified member as determined by the Principal/Director/Superintendent. Work must be approved by the appropriate school administrator and the Superintendent, or his or her designee. All hours worked in excess of 40 hours a week are paid at time and a half. The member will not be mandated to work.

Section 9.2 When School is Not in Session. When there is a need for clerical work to be performed, the work will be offered to the most qualified school year secretary as determined by the Principal/Director/Superintendent. The member will not be mandated to work. Full time school year employees will work five additional days before the first day of school and five additional days after the first day of school at the discretion of the Principal and Superintendent, not to exceed five days after the last day of school.

Section 9.3 Special Projects. On occasion, when there is a special project, the most qualified member in that building/department will be offered the work as determined by the Principal/Director/Superintendent. The member will not be mandated to accept the work.

Section 9.4 Special Skills. When a project requires special skills or job expertise in a particular building, the building Principal will be notified and will offer it to the most senior member on the seniority list with those skills or expertise on a rotating basis.

ARTICLE X – HEALTH AND WELFARE

Section 10.1 Insurance. Insurance will be offered in accordance with the Town's health insurance program.

Section 10.2 Credit Union. Membership in the Plymouth County Teachers' Federal Credit Union is optional. For additional information, employees should contact the payroll department at the Superintendent's Office.

Section 10.3 Retirement. Employees are members of the Plymouth County Retirement System and their retirement deductions are made in accordance with that retirement system. For additional information, employees should contact the Plymouth County Retirement Board.

Section 10.4 Workers' Compensation. An employee absent from work as a result of an industrial accident (defined in Massachusetts General Laws, Chapter 152) shall file a timely accident report at the Superintendent's office. An employee receiving workers' compensation benefits for total, temporary disability is paid the difference between the workers' compensation benefits and his or her daily rate of pay in order to receive an amount equal to that employee's daily rate of pay. This allowance is deducted from the employee's unused sick leave. If an employee has no sick leave left, then the allowance will not be paid.

ARTICLE XI – HOLIDAYS

Section 11.1 Paid Holidays. When the following holidays fall within the scheduled workweek, employees will be paid their base rate for the day:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	Juneteenth Independence Day*	Thanksgiving Day (2 and ½ days)
Presidents' Day	Independence Day	Day before Christmas**
Good Friday	Labor Day	Christmas Day
Patriots' Day	Columbus Day	

* However, if the school year has been extended and school is in session, school year employees will receive this day as a paid day.

**for calendar year employees if Christmas falls on a Tuesday, Wednesday, Thursday, or Friday.

1. Employees working the full day before or after Thanksgiving receive their straight hourly rate in addition to the holiday allowance.
2. A holiday that falls on a Saturday is observed on the preceding Friday. A holiday that falls on a Sunday is observed on the following Monday.
3. School year employees are compensated for Christmas and New Year's Day. But school year employees who do not work during February or April school vacations are not compensated for Presidents' Day or Patriots' Day, respectively.

Section 11.2 Religious Observation. An employee who, in pursuance of a sincerely held religious belief, wishes to take time off for a required religious observance on a day other than the holidays listed in Section 11.1, may either take that day off without pay or use a personal day.

Section 11.3 Holiday Work. Employees working a holiday during a scheduled workweek are paid time and a half for all hours worked in addition to the full holiday allowance.

ARTICLE XII – VACATIONS

Section 12.1 Vacation Accrual. Calendar and school year employees are entitled to the following vacation time:

Years of Service	Calendar Year	School Year	Years of Service	Calendar Year	School Year
After one year	10 days	8 days	After twelve years	22 days	19 days
After five years	15 days	12 days	After thirteen years	23 days	20 days
After ten years	20 days	17 days	After fourteen years	24 days	20 days
After eleven years	21 days	18 days	After fifteen years	25 days	21 days

Section 12.2 Vacation Entitlement. Vacation entitlement accrues on an employee's anniversary date. School year employees will receive their yearly accrual on the first workday of each school year, but any increase in accrual rates will not be disbursed until the employee's anniversary date. Calendar year employees will be eligible to buy back three (3) days of vacation time annually.

Section 12.3 Vacation Period. Vacations are scheduled during the July 1st to June 30th fiscal year, subject to the approval of the site administrator and the Superintendent or his/her designee. Vacation leave will not be denied arbitrarily or capriciously.

Section 12.4 Change in Status. A school year secretary who becomes a calendar year secretary is entitled to vacation credit for 85 percent of the years served as a school year secretary.

Section 12.5 Payout. Employees who have not taken earned vacation will be compensated in the case of:

1. Termination
2. Layoff
3. Death, in which case, it will be paid to the employee's beneficiaries designated under the retirement system or, if there are no such beneficiaries, to the deceased employee's estate.
4. Retirement.
5. Entrance into the armed forces of the United States.

Employees whose employment ends as stated above will be paid their accrued, credited vacation, prorated over the number of complete months the employee worked in the vacation year in which employment terminates. If the termination occurs before the 15th day of the month, that month does not count in determining accrued, credited vacation. If the termination occurs on or after the 15th day of the month, that month counts as a complete month in determining accrued, credited vacation.

ARTICLE XIII – SEVERANCE BENEFIT

Section 13.1 Severance Benefit. Employees with 30 + years of continuous employment in the Wareham Public School System will be entitled to be paid 52% of their accrued sick leave upon retirement. All others will be paid 25% of accrued sick leave upon retirement, up to the maximum of 25 days. An employee may elect to receive the lump sum payment 15 days after the date of retirement or after January 1st of the following year.

Section 13.2 Qualification. To qualify for the severance benefit, an employee must notify the Superintendent of his or her retirement, in writing, at least 90 days before the date of retirement. In extenuating circumstances, the Superintendent may waive this requirement.

ARTICLE XIV – LEAVE BENEFITS

Section 14.1 Sick Leave. Employees are entitled to use sick leave for their own or an immediate family or household member's illness, disability, or injury. On July 1st, calendar year employees receive 18 sick days for the fiscal year and school year employees receive 15 sick days. Newly hired employees' sick days are prorated and credited in monthly proportions during their first year of employment. Employees will be notified every October 15th of the sick leave days they accrued as of July 1st. Sick leave not used during a contract year accrues to a maximum of 180 days. Upon termination due to a reduction in force, an employee will be paid half his or her accumulated sick leave. Upon an employee's death, half the accumulated sick leave will be paid to the employee's beneficiaries designated under the retirement system or to the estate. Part-time employees will receive pro-rated sick leave. (Ex. An employee in a part-time calendar year position who works 4 hours a day will receive 18 sick days, but each day would be 4 hours for a total of 72 hours of sick leave.)

Section 14.2 Vacation and Sick Leave Records. Upon request, an employee is entitled to receive within a reasonable time within ten (10) business days the number of used and remaining sick and vacation days he/she has on the books.

Section 14.3 Maternity/Paternity Leave. Maternity/Paternity Leave is granted in accordance with Massachusetts General Laws, Chapter 149, Section 105D and the Family Medical Leave Act of 1993.

Section 14.4 Bereavement Leave. Employees are allowed five (5) workdays off with pay when there is a death in the immediate family. "Immediate family" includes: mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, grandparents, grandchildren, foster children, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or member of the employee's household.

Section 14.5 Jury Duty. An employee serving jury duty who presents proof of juror service must be paid the difference between his or her regular pay and any payment received for juror service.

Section 14.6 Personal Leave. Employees are entitled to three (3) days of absence for personal, business, legal, household, or family matters that cannot be conducted during non-working hours. Except in emergencies, written requests for personal leave must be submitted to the employee's immediate supervisor or principal a day in advance, who shall immediately forward the request to the Superintendent for final approval. Days of absence for personal leave are at the Superintendent's discretion. One (1) unused personal day may be carried over into the next year up to a total of four (4) days.

Section 14.7 Elected Office Leave. The Superintendent may grant an employee an unpaid leave of absence to serve in an elected public office for no more than two (2) years.

Section 14.8 Child Rearing Leave. The Superintendent shall grant an unpaid leave of absence of not more than two (2) school years for child-rearing purposes as long as: (1) the request is in writing; (2) the leave begins immediately after the birth or adoption of a child; (3) and the leave continues for one (1) year. The Superintendent may extend the leave for an additional year.

Section 14.9 Other Leaves. The Superintendent may grant other unpaid leaves of absence.

Section 14.10 Family and Medical Leave. The School Committee shall comply with the Family and Medical Leave Act of 1993.

Section 14.11 Return from Leave. All benefits an employee was entitled to when a leave commenced will be restored upon the employee's return to work. The employee will be assigned to the same position he or she had when the leave began or to an equivalent position.

ARTICLE XV – SICK LEAVE BANK

Section 15.1 Sick Leave Bank. A sick leave bank has been established to assist eligible employees suffering from long-term serious illness or injury. The sick leave bank consists of donations of two (2) sick days from employees' accumulated sick leave made on or by November 1, 2000, and one (1) sick day on or by November 1, 2001. The sick leave bank may be augmented by additional voluntary donations from those employees' accumulated sick leave. In addition, new members may enroll in the sick leave bank by donating one (1) day between July 1st and November 1st of any year. The sick leave bank does not operate until at least 100 days have been donated. When the sick leave bank falls below 100 days, those wishing to remain members must contribute one (1) day a year until the bank reaches 150 days. It is the role of the Association to keep track of the number of days and the membership roster. Employees having extra time at the end of the year can donate up to three (3) days to the sick leave bank until it reaches 150 days.

Section 15.2 Sick Bank Committee A five (5) member sick leave bank committee will be appointed, consisting of two (2) members appointed by the Association (one calendar year and one school year), the Superintendent of Schools, a member of the school board and the immediate supervisor of the employee making the request. The committee awards days from the sick leave bank and will meet when a request is made. Requests are approved by a majority of the committee members. The Superintendent's designee serves as an alternate to the sick leave bank committee in the Superintendent's absence. The Association and the School Committee appoint alternates to their respective members of the sick leave bank committee. Any decisions of the sick bank committee are final and binding and will not be the subject of a grievance under Article XXIV.

Section 15.3 Use of the Sick Bank. Any clerical member of the bargaining unit that has completed one (1) full year of service and is a member of the sick leave bank may apply for withdrawal from the sick leave bank. The amount of days granted shall be done on a matching basis, up to the maximum number of 30 days (e.g., if the eligible clerical member used ten (10) of his/her sick days due to the disability, the sick leave bank could grant no more than ten (10) days to the applicant). For a request to be considered, the applicant may not have any sick leave credits. A letter addressed to the sick leave bank committee stating the nature of the disability along with their anticipated date of recovery, must be submitted. A physician's letter confirming the disability and the anticipated date of recovery must accompany the request.

Section 15.4: Sick Bank Carry Over

In the event of a new or successor contract, the balance of the remaining days in the sick leave bank will be carried over.

ARTICLE XVI – JOB VACANCIES

Section 16.1 Job Vacancies. A job vacancy in a permanent position must be posted for 10 workdays on the district website. On the day a job vacancy is posted to the District website, it will also be emailed to the Association President. Postings must include the position's union status, funding source, and its expected duration.

Section 16.2 Notification. Employees who are not selected for a job posting must be notified of that decision in writing within one week.

Section 16.3 Qualifications and Seniority. The principal, or, where appropriate, the Superintendent, determines if the applicant or applicants for the position are qualified and shall appoint the most qualified applicant to the position. If two (2) or more applicants' qualifications are relatively equal, then the most senior applicant must be given priority. Applicants not selected must receive written notification within one week.

Section 16.4 Transfers. When an opening within a particular building requires the transfer of a secretary, the principal shall ask for qualified volunteers. An employee having the most seniority will be selected for the transfer. If no one volunteers, the principal may assign the transfer to the junior secretary on the seniority list.

Section 16.5 Involuntary Transfers. The Superintendent agrees that prior to making any involuntary transfers, he/she will consult with the Unit D Representative and the Building Principal. The Superintendent will also meet with the impacted member prior to making the involuntary transfer.

ARTICLE XVII – SENIORITY

Section 17.1 Seniority. Full-time and part-time employees have separate seniority lists. Seniority is calculated from date of hire into the bargaining unit. A seniority list shall be provided once 30 days after the first day of school and again on the last day of school. A new employee may be given credit for prior years of clerical service in another district and placed at the appropriate step on the salary scale at the discretion of the Superintendent. Any member who receives credit for such prior experience upon his/her employment will still begin at year one for the purposes of longevity.

ARTICLE XVIII – PROFESSIONAL DEVELOPMENT

Section 18.1 Professional Development Training. The Superintendent shall provide each employee yearly with at least eight (8) hours of professional development training, either during the workday or after hours in pay status.

Section 18.2 Education Reimbursement. The employer shall reimburse employees or waive the fee for any course offered by Wareham Public Schools. In addition, the employer may reimburse employees the tuition for any pre-approved, job related courses taken at a community college, or any other public school or other institution of higher learning for which the employee has received a passing grade.

ARTICLE XIX – SCHOOL CLOSINGS

Section 19.1 School Closings. When the schools are closed for pupils and teachers, the Superintendent's Office will be closed and all calendar year clerical personnel in the school system will not be required to work, but will be in pay status. If the school offices are closed, no school-year clerical personnel will be required to report to school and will be in no pay status.

ARTICLE XX – PERSONNEL RECORDS

Section 20.1 Access. Upon written request, an employee is entitled to examine and copy the material in his or her personnel record. The Union is entitled to examine and copy the material in an employee's personnel record with that employee's written authorization.

Section 20.2 Notification. An employee must be promptly notified and given a copy of any disciplinary material inserted into his or her personnel file. Derogatory material may not be placed in an employee's personnel file until that employee has had an opportunity to review the material, and has indicated in writing that he or she has read it. The employee is entitled to add comments in answer. The Superintendent shall read and sign the answer.

ARTICLE XXI – PERFORMANCE EVALUATION

Section 21.1 Performance Evaluations. All employees in a new position have a 90-day probationary period. If the employee is not qualified to perform the work then the employee maybe dismissed at the discretion of the Superintendent. This section is not subject to the grievance procedure and/or arbitration. This section will not apply to involuntary transfers.

ARTICLE XXII – PROBATIONARY PERIOD

Section 22.1 New Hires. Newly appointed and hired secretaries have a 90-day probationary period. During this period, the Superintendent or designee may determine that a newly appointed employee is not qualified to perform the work, and return that employee to his or her last position and rate of pay, or to an equivalent position. A newly hired employee may be dismissed. This section is not subject to the grievance and arbitration procedures.

Section 22.2 Promotions. A promoted employee may elect to return, without penalty, to his or her previous position, or its equivalent, before the lapse of 90 days.

Section 22.3 Extension. By agreement of the parties, the probationary period may be extended for an additional 90 days.

ARTICLE XXIII – JUST CAUSE

Section 23.1 Just Cause. An employee may not be reprimanded, suspended, or dismissed except for just cause.

ARTICLE XXIV – GRIEVANCE and ARBITRATION PROCEDURES

Section 24.1 Grievance Process. A grievance between the Union or its members and the Committee over the meaning and application of this Agreement is processed in the following manner:

A grievance must be in writing and include: (1) a clear statement of the grievance, (2) reference to the specific provision or provisions of the Agreement allegedly violated, and (3) the specific remedy requested. The grievance must be presented within ten (10) days from (a) the date of the occurrence giving rise to it or (b) on which the employee first became aware of the facts giving rise to it.

STEP 1: The grievance is presented in writing to the employee's immediate supervisor or principal. The employee's immediate supervisor or principal will respond with a meeting date within five (5) days of receiving the written grievance. The grievant or a Union representative will present the grievance. The immediate supervisor or principal shall render a written decision no later than ten (10) days after the grievance is presented. If the grievance is not resolved, the Union or grievant may process the written grievance to Step 2 within ten (10) days of its receipt of the Step 1 decision.

STEP 2: At this level, the written grievance is presented to the Superintendent by the grievant or Union representative. The Superintendent and the Union representative or the grievant or both shall discuss the grievance at a conference no later than ten (10) days following the receipt by the Superintendent. The Superintendent shall render a written decision no later than ten (10) days after the conference.

STEP 3: If the grievant is dissatisfied with the Superintendent's decision, or if no decision has been received within ten (10) days after the conference, a written appeal may be made to the School Committee within 15 days of the Step 2 decision or conference, setting forth the details of the grievance, the applicable provisions of the Agreement, and any decision rendered at Step 2.

The Committee (or a subcommittee consisting of a majority of the School Committee) and the grievant or the Union representative or both will meet to discuss the grievance, normally within 15 days after receipt of an appeal from Step 2. The Committee shall give its written answer to the grievance within ten (10) days after its next regularly scheduled meeting, or within 20 days after the Step 3 meeting.

If the grievance remains unresolved, the Union may, within 15 days after the Step 3 decision, move to arbitrate the grievance before a single arbitrator. The parties shall select an arbitrator in accordance with the procedures of the American Arbitration Association.

Section 24.2 Arbitration Rules. The rules of the American Arbitration Association apply to the conduct of the arbitration hearing. The arbitrator's fees and expenses, and charges related to the hearing including, but not

limited to, the cost of a transcript furnished to the arbitrator, are shared equally by the Committee and the Union.

Section 24.3 Arbitrator's Authority. An arbitrator is only empowered to interpret and apply the express provisions of this Agreement. The arbitrator has jurisdiction solely over the issue presented to him or her and has no authority to alter, amend, or modify this Agreement. An arbitrator's award is final and binding.

Section 24.4 Time Limits. Failure to comply with the provisions of this Article, or to advance a grievance within the time limits, constitutes an abandonment of the grievance by the party presenting it. If any responses are not received within the prescribed time limits, the Association may move the grievance to the next Step of the grievance procedure. The time limits may be enlarged by agreement of the parties. The term "days" in the grievance procedure refers to working days.

Section 24.5 Individual Grievances. An employee may present a grievance to the employer without the intervention of the Union, but the Union must be afforded the right to be present at all grievance hearings and any settlement must be consistent with the terms of this Agreement.

Section 24.6 Personnel Files. Employees' grievances may not be placed in their personnel files.

ARTICLE XXV – NO STRIKE

Section 25.1 No Strike. During the term of this Agreement or while the parties are negotiating for a successor agreement and when schools are open for students, the Union shall not engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services.

ARTICLE XXVI – WAIVER OF NEGOTIATIONS

Section 26.1 Waiver. During the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Committee and the Union unqualifiedly waive the right, and agree that the other is not obligated, to bargain collectively with respect to any matter referred to or covered in this Agreement, even though such matter may not have been within their knowledge or contemplation when they negotiated or signed this Agreement.

ARTICLE XXVII – SAFETY and HEALTH

Section 27.1 Safe Environments. The employer shall provide safe, clean places of employment and comply with all applicable state and federal laws and regulations concerning a safe working environment. When an employee reports a safety concern in writing to the Superintendent, the Superintendent shall make every effort to correct an unsafe condition. Bargaining unit members may not be required to work alone in a building.

ARTICLE XXVIII – MILEAGE REIMBURSEMENT

Section 28.1 Employees will be entitled to mileage reimbursement at the rate established by the U.S. Internal Revenue Service. Employees must receive approval for mileage reimbursement.

ARTICLE XXIX – SUBSTITUTES

Section 29.1 Whenever possible, a substitute will be called when the building has only one secretary and/or the position open is the secretary that greets. Current WPS secretaries that substitute will get their regular contractual hourly rate. Substitutes that come from the substitute list will be paid no less than Massachusetts Minimum Wage.

ARTICLE XXX – DURATION

Section 30.1 Duration. Unless otherwise specifically noted, this Agreement is effective from July 1, 2021 through June 30, 2024 and from year to year thereafter unless terminated or changed by the parties.

Section 30.2 Termination or Modification. Either party that wishes to terminate this Agreement after June 30, 2024, or to change any of its provisions, must notify the other party, in writing, that it wishes to do so on or before December 1, 2023 or on or before December 1st of any year thereafter. Absent such a written notice, this Agreement continues until altered, changed, or amended by agreement of the parties.

SIGNED BY the Wareham School Committee and the Wareham Education Association affiliated with the Massachusetts Teachers Association 25 day of October, 2021.

For the Wareham Education Association:

For the Wareham School Department:

Deanna M Senpa

Joyce Bauhiouki

School Committee Chairman

APPENDIX A

SENIORITY LIST

APPENDIX B

GRANDFATHERED LIST

APPENDIX C

AUTHORIZATION for PAYROLL DEDUCTION

