



**AGREEMENT BETWEEN THE
KING PHILIP REGIONAL SCHOOL COMMITTEE
AND THE
KING PHILIP TEACHER ASSOCIATION
UNIT C – SECRETARIES**

**JULY 1, 2022
TO
JUNE 30, 2025**

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KING PHILIP TEACHERS ASSOCIATION UNIT C – SECRETARIES

AGREEMENT

This Agreement made and entered into at Norfolk, Massachusetts, by and between the King Philip Regional School Committee, hereinafter designated as the Committee, and the King Philip Teachers Association, Unit C Secretaries hereinafter designated as the Association, which is an employee organization acting as the exclusive representative of certain of the employees in the employ of the Committee.

WITNESSETH

Whereas the Committee and the Association, in the manner and to the extent provided in this agreement desire to enter into a contract relating to wages, hours, and other conditions of employment for the employees described in the Recognition Clause, now therefore in consideration of the mutual agreements herein contained and the performance by the parties to this agreement of the provisions and obligations hereinafter set forth, the Committee and the Association hereby mutually and jointly agree as follows:

ARTICLE I RECOGNITION

In accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee, during the term of this agreement, recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment for all full-time and regular part-time secretaries employed by the Committee, including all: Secretaries; Receptionists; Accounts Payable Clerks; Principals' Secretaries; Instructional Media Center Secretaries; Secretaries-Guidance; Secretaries, Special Education- High School; Secretaries- Guidance/Special Education, King Philip Middle School; and excluding all: Superintendent's Secretaries; Secretaries to the School Committee; Managerial Employees; Confidential Employees; Casual Employees; and all other employees of the King Philip Regional School Committee. The Committee will not bargain with any individual or group of individuals other than the representatives of the Association on such matters as described herein.

ARTICLE II TERMS OF AGREEMENT

This agreement shall continue in effect from July 1, 2022 to June 30, 2025. This agreement may not be altered, changed, or rewritten at any time except by mutual agreement of the parties.

ARTICLE III SEVERABILITY

If any provisions of this agreement shall be found contrary to law, then such provisions shall not be deemed valid and subsisting, except to the extent provided by law. The parties shall meet forthwith to negotiate replacement language for such invalid provisions. All other provisions of the agreement shall continue in full force and effect. No agreement, understanding, alteration, or violation of the terms of this agreement shall bind the parties unless made and executed in writing by the parties.

ARTICLE IV GRIEVANCE PROCEDURE

- A. A Grievance is defined to be a dispute over the interpretation or application of any of the terms of this agreement.
- B. The procedure set forth herein is intended to produce prompt and equitable solutions at the lowest possible level to any grievance between the parties.

Level One

Grievances shall be submitted to the building principal or other appropriate administrator within five (5) working days of the occurrence or first knowledge of, or when the employee did or reasonably should have known of the act or circumstance giving rise to the grievance. The submission shall include the provision allegedly violated, the grievant, and a suggested remedy. The administrator shall meet with the grievant within five (5) working days of the receipt of the grievance and shall reply in writing within five (5) working days of the meeting.

Level Two

If the grievance is not satisfactorily resolved at Level One, it shall be submitted in writing to the Superintendent within five (5) working days of the administrator's decision or of the last day that a decision was to be issued. The Superintendent shall forward a copy of the grievance to the School Committee. The Superintendent shall meet with the grievant within five (5) working days of receipt of the grievance and shall respond within five (5) working days of the meeting.

Level Three

If the grievance is not satisfactorily resolved at Level Two the Association may file a demand for arbitration with the American Arbitration Association or the Board of Conciliation and Arbitration within ten (10) working days of the receipt of the Level Two decision or of the last day that a decision was to be issued. The arbitration shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association, or the Board of Conciliation and Arbitration and the cost shall be shared equally between the parties. The decision of the arbitrator shall be final, and the arbitrator shall have no authority to add to, subtract, or alter any provisions of this agreement.

- C. The Association shall have the right to be present at all steps of the grievance procedure.
- D. Nothing in this procedure shall operate to prevent the parties from mutually agreeing to extend any time limits or to avail themselves of any alternative dispute resolution process.
- E. No document pertaining to any grievance shall be filed in the personnel folder of any employee.
- F. There shall be no action taken against any employee because of the employee's participation or non-participation in the grievance procedure.
- G. Working days shall be any day when the Superintendent's office is open for business.
- H. The fees of the arbitrator shall be split equally between the parties, but each party shall bear its own expenses for the presentation of its case. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement. The arbitrator shall be bound by the provisions of this Agreement, and shall not have any authority to add to, subtract from, modify, or otherwise change any of the terms or provisions of this Agreement.

ARTICLE V EVALUATION

- A. All evaluations will be conducted openly and with the full knowledge of the employee using the District's evaluation instrument, a copy of which is attached to this Agreement as Appendix B. Employee will be given at least two weeks' notice of the date of an evaluation meeting. All evaluations shall be done prior to May 30th.
- B. Any complaint regarding an employee shall be promptly called to the attention of the employee. The employee shall be entitled to a copy of any written complaint and shall have the opportunity to file a written response within five (5) working days of receipt of the complaint.
- C. The first ten (10) months of service shall be considered to be an employee's probationary period. During any probationary period, the District may discipline or otherwise dismiss an employee without such action being the subject of a grievance under the terms of Article IV of this contract. During the employee's probationary period, the employee will have no less than two (2) evaluations. One (1) evaluation shall be conducted in the employee's first three months of service. Absent egregious circumstances, an employee shall not be dismissed prior to an initial evaluation.
- D. After ten (10) months of employment, employees will not be disciplined or discharged for arbitrary or capricious reasons.

**ARTICLE VI
SICK LEAVE**

- A. Sick leave shall be eighteen (18) days annually for 12-month employees to be available on the first day of the fiscal year. Should the employee leave the District’s employment during the year, the amount of sick leave earned shall be pro-rated. Maximum accumulated sick leave shall not exceed one hundred and eighty (180) days.
- B. Sick leave shall be fifteen (15) days annually for 10-month employees to be available on the first day of the fiscal year. Should the employee leave the District’s employment during the year, the amount of sick leave earned shall be pro-rated. Maximum accumulated sick days shall not exceed one hundred and fifty (150) days.
- C. The Committee shall grant up to three (3) days per year in the case of a serious illness in the immediate family which requires the personal care of the employee. For the purpose of this article, immediate family shall mean spouse, children, parents, brothers or sisters or other relatives who live in the employee's household. The Superintendent may grant up to an additional five (5) days for serious illness at their discretion. The School Committee may approve up to twenty (20) additional days, as recommended by the Superintendent. Such days will be granted only if the employee has sufficient sick leave and are to be subtracted from the employee's accumulated sick leave.
- D. If a member has an extended illness longer than fifteen (15) consecutive school days, the member may be asked to furnish the Superintendent with a fitness for duty letter from their physician stating that the member is either able to resume their duties without restriction or identifying possible accommodations that would allow the member to return to work and perform their job.
- E. The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act (“the FMLA”). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee’s statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article IV of this Agreement.

**ARTICLE VII
SICK LEAVE BANK**

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

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

9. Upon retirement from the King Philip Regional School District, a member may contribute up to twenty (20) accrued but unused sick days to the Sick Leave Bank.

ARTICLE VIII OTHER LEAVES

- A. **Bereavement Leave:** In the event of a death of an immediate family of the employee (“immediate family” shall be defined as: Husband, wife, child, father, mother, brother, sister or grandchild, mother-in-law, father-in-law, grandparent, aunt, uncle, sister-in-law, and brother-in-law), the employee shall be allowed to take up to a maximum of (5) days with no loss of pay or sick leave, vacation, or personal leave. An additional one (1) or two (2) days may be granted at the discretion of the Superintendent or his designee. Such leave shall not be charged to sick, personal or vacation leave.
- B. **Personal Leave:** Twelve-month employees will be allowed to be absent not more than three non-consecutive days per year for leave for personal business which cannot be conducted during non-work time. Ten-month employees will be allowed two days in the same manner. The district will be notified at least forty-eight hours in advance except in the case of an emergency. Personal days shall not be used for recreational activities, outside employment, or to extend a vacation, holiday, or any other leave provision of this contract. Any personal leave not used during a contract year will be added to the employee's sick leave accumulation. A third personal day may be granted to a ten month secretary at the discretion of the Superintendent following submission of a written request by the employee.
- C. **Religious Leave:** Each employee shall be entitled to up to two (2) days paid leave for the purpose of observing religious belief during normal work hours. Advance notice of a week shall be given by the employee to the administration. Any additional days for observing religious holidays shall be deducted from personal leave.
- D. **School Cancellation Days:**
 1. The Superintendent will determine if school is to be cancelled. Should the Superintendent require a twelve-month employee to report to work on a day when school is cancelled the employee shall report at the earliest time that weather conditions allow. Employees who so report shall be paid for a full day. Those not reporting will not be paid. If the Superintendent determines that twelve-month employees need not report, they shall be paid for the day. In the event that it is too difficult or impossible to get to work because of inclement weather, twelve-month employees may, if they wish, charge the day to personal or vacation leave, provided there are such days available. When school is cancelled for students, ten-month employees will not be required to report and will not be paid. The employee will make up the day on the date it is rescheduled by the Superintendent and will be paid at that time.
 2. In the event that the Superintendent dismisses students from school early because of unsafe, unsanitary, or unhealthy conditions, all employees of the bargaining unit will be dismissed following student dismissal.

E. Parental Leave:

1. A leave of absence shall be granted for parental leave to Unit C members on the terms and conditions set forth in this sub-section.
 - a. The employee shall give the Superintendent at least two (2) weeks' notice of the employee's anticipated date of departure and the employee's intention to return to full-time employment or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
 - b. Parental leave shall commence on the first day of absence for the birth or adoption of a child. Parental leave shall run for forty (40) school days from the first date of absence for a birth or adoptive parent, which period shall not be interrupted by vacation periods and summer vacation.
 - c. Alternatively, a secretary may elect to take twelve (12) weeks of leave for the purpose of giving birth and recovery therefrom. Said leave shall not include any school year vacation periods, summer vacation periods, observed holidays, or school closure days.
 - d. They shall be restored to their previous, or a similar position with the same status, pay, length of service credit and seniority effective at the commencement of leave provided no other Unit C Members of equal length of service, credit, and status in the same or similar position have been laid off during the period of such parental leave. Such Unit C Member on parental leave shall retain any preferential consideration for another position for which they may be entitled as of the date of their leave.
2. Unit C members shall be granted child-rearing leave for a period which shall terminate no later than the opening day of the school year next following the date of the first birthday of the child involved under the following conditions:
 - a. They are non-probationary Unit C employees;
 - b. They make application for such leave to the Superintendent and state the beginning and ending dates for the leave;
 - c. They shall be restored to their previous, or a similar position in accordance with Section H.1.d. above;
 - d. They may participate in the group medical and life insurance programs at their own expense during the child-rearing leave. The District will pay group medical and life insurance only during the twelve (12) week leave stated in Section H-1.
 - e. They may not accrue any benefits for the period of said unpaid leave.
 - f. A member on unpaid leave for child-rearing must notify the Superintendent, in writing, of their intention to return to duties from such leave no later than January 15, preceding the school year for which the return is requested.

3. Unit C Members on leave under Paragraphs 1 and 2 above may elect to utilize their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the Unit C Member to be physically disabled.
- F. **Jury Duty:** If an employee is called to serve on a jury the Committee shall pay to the employee the difference between the employee's regular rate of compensation and the compensation received for jury duty.
- G. **Leave of Absence:** Leaves of absence without pay may be granted at the discretion of the Superintendent. All benefits to which an employee was entitled at the time of their leave of absence, including unused accumulated sick leave, will be restored to them upon return to work at the completion of their leave. Benefits will not accrue during such leave. At the completion of such leave, the employee will be assigned to their former position if it is available, if unavailable, to a substantially equivalent position. Disapproval of such leave shall not be subject to the grievance procedure.

ARTICLE IX TRANSFERS AND VACANCIES

- A. All vacancies and new positions will be posted for at least five (5) working days in order to allow employees to request transfers. Interested employees shall apply for the position within five (5) days of the close of the posting. Qualified employees shall be granted the transfer in accordance with seniority in the following manner. There shall be two (2) seniority groups as follows: twelve (12) month secretaries and ten (10) month secretaries. In situations in which a highly specialized skill (e.g., interpreter for the deaf) is required, seniority shall not be the governing factor in transfer selection unless more than one Bargaining Unit member possesses the particular skill necessary for proper performance of the duties of the position.
- B. Applicants from within the district shall be given consideration for any vacancy that may arise within their job classification; however, the district retains the right, after posting the position, to consider outside applicants. Seniority will not govern on transfers between buildings without the advance approval of the principal in whose building the applicant seeks to fill.

In filling vacant positions, the committee will consider the qualifications of all applicants. When the applicants include persons outside the District and the qualifications of the applicants are substantially equal, experience in the bargaining unit will be given due weight.

- C. If vacancies occur during summer recess, notices will be sent to all employees via district email.

**ARTICLE X
DEDUCTIONS**

- A. During the term of this Agreement the Committee agrees to deduct Association dues in accordance with the "Authorization for Payroll Deduction Form" from the pay of each employee who has executed such form. On a monthly basis the Committee shall forward all dues thus collected to the treasurer of the Association along with a list of employees who have said dues deducted. Such authorization may be withdrawn by giving thirty (30) days' notice to the Committee and the Association Treasurer.
- B. The Association shall indemnify, defend, and hold harmless the Committee in the event of suits against the Committee or member municipalities on account of such payroll deductions. The Association agrees to refund to the Committee any amount paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.
- C. The Committee agrees to enter into written agreements with any employees for the purchase of individual or group annuity programs in accordance with Chapter 71, Section 37B, of the General Laws of the Commonwealth of Massachusetts. An employee can sign a new contract during the months of September and April of each year.
- D. The Committee agrees to make deductions as authorized in writing by the employees for credit union transactions in accordance with Chapter 149, Section 178B of the General Laws.

**ARTICLE XI
INSURANCE BENEFITS**

- A. The Committee will pay seventy five percent (75%) of the premiums of the health insurance plan or equivalent program for regular full-time employees covered by this agreement. The committee agrees that if it procures alternative health insurance coverage it will ensure that no employee will lose existing coverage by reason of waiting or qualification periods, which are not satisfied due to the change in health insurance plans.
- B. The Committee agrees to offer health insurance to retired employees of the School District based on the terms of the parties' Health and Welfare Trust and subject to the following terms and conditions: in order to be eligible for retiree health insurance through the School District, an employee must retire at the age of 55 or older. An employee shall not receive retiree health insurance from the School District until such time as they have retired into a retirement system and is actually receiving a retirement or pension allowance. This shall not preclude eligible retirees from choosing to participate in retiree health insurance at any time after they retire, provided that they provide the School District with at least one (1) year of written notice that they intend to enroll in retiree health insurance, or alternatively, they are able to demonstrate that a qualifying event has occurred.

For this purpose, a "qualifying event" means an event that would permit a mid-year change of election under IRS regulations under Internal Revenue Code Section 125. Retired employees may also opt for an HMO approved by the Committee in accordance with the requirements of this Section or Medicare supplemental insurance. In the event that an eligible retiree enters into the Medicare supplement plan, the School District shall contribute the same percentage toward

the employee's Medicare supplement plan as it would pay for the retiree's health insurance plan. This benefit will extend to the uninsured surviving or divorced spouse of a qualified retiree (and other eligible dependents), so long as said surviving or divorced spouse has not remarried.

- C. In the event an employee is not entitled to receive salary, wages or other compensation for any calendar month, due to the employee being out of work for an injury for which the employee is currently receiving workers' compensation benefits, and where the employee has exhausted any and all accrued leaves to which they are entitled, the School District will pay fifty per cent (50%) of the cost of the employee's health insurance premium to the treasurer of the School District, and the employee will contribute the remaining fifty per cent (50%) of the health insurance premium. The employee will be required to pay the employee's portion of the premium to the School District before the 15th of the month preceding the covered month. If the first payment is not received on time, the employee will lose their option to continue coverage, unless the employee can demonstrate that they had a good faith basis for not submitting the payment on time, in which case the employee may submit the payment no more than seven (7) days after the 15th of the month. The School District must receive any subsequent monthly payments before the 15th of the month preceding the covered month, or the employee's coverage will cease.
- D. Employees who are eligible for a pension under Mass. Gen. L. Ch. 32 and who are retiring directly from the School District beginning at age 55 or older but who are not otherwise eligible for retiree health insurance under the terms of the parties' Trust Agreement, are eligible to pay one hundred percent (100%) of the cost of the premium of the School District's group medical benefits plan, provided that upon reaching age 65, all retirees who are paying 100% of the cost of the premium for their health insurance shall apply and transfer to the School District's Medicare Supplement Plan. This benefit will extend to the uninsured surviving spouse or divorced spouse of the qualified retiree, so long as said divorced or surviving spouse has not remarried.
- E. The Committee agrees that if it provides alternative health insurance coverage it will ensure that no employee will lose existing coverage by reason of waiting or qualification periods, which are not satisfied due to the change in health insurance plans.
- F. The Committee shall purchase and pay fifty (50) percent of the premium for group life insurance in the amount of \$10,000 for each eligible employee as provided by Chapter 32B, Section 5.
- G. The Committee agrees to adopt the provisions of Section 125 of the Internal Revenue Service Code, which allows employees to pay their health insurance premiums in pre-tax dollars.

ARTICLE XII HOLIDAYS

The school calendar, as adopted by the Regional School Committee, establishes holidays and school recess periods for the employees who work on teacher and/or student days.

Employees who work on a 12-month basis will be granted paid holidays on all legal holidays and such other holidays as designated by the Regional School Committee. They will also be expected to report to work during school recess periods unless these periods are considered official and designated as paid holidays by the Committee.

The Superintendent will publish a list of paid holidays for the year on or before July 1 of each year for the period of July 1 to June 30. (Veterans Day is not a paid holiday when it falls on a Saturday.)

The following are the legal and official holidays designated by the Regional School Committee as paid holidays for twelve-month employees:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Patriot's Day	* Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	* Good Friday
Juneteenth	Labor Day

*Good Friday and the Day after Thanksgiving are holidays unless school is scheduled to be in session.

All members of the bargaining unit shall be paid for one-half day holiday on Christmas Eve (December 24). This shall only apply when an employee is regularly scheduled to work on Christmas Eve (December 24).

In addition, all twelve-month employees will work a half-day and will receive a half day paid holiday on New Year's Eve (December 31), when it is a scheduled workday. This will not apply when the 31st is on a Saturday or Sunday.

The superintendent may require a doctor's note if an employee uses a sick day either the day before or after a holiday more than one time during the school year.

Employees who work on a ten-month basis will be granted paid holidays on all legal holidays. All 10-month employees will be allowed to leave at the same time as the students on the day prior to the Thanksgiving holiday. All 12-month employees will be allowed to leave one (1) hour after the student dismissal time on the day prior to the Thanksgiving holiday.

The following are the legal holidays designated as paid holidays for ten-month employees:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Patriot's Day	Christmas Day
Memorial Day	*Good Friday
Labor Day	Columbus Day

*Good Friday is a holiday, unless school is scheduled to be in session.

**ARTICLE XIII
VACATIONS**

Full-time, twelve-month employees will be eligible for paid vacations in accordance with the following:

1 - 5 years	10 days
6 - 10 years	15 days
11-15 years	20 days
After 15 years	25 days

Employees employed only during the school year will not be entitled to paid vacation. Ten month secretaries hired prior to July 1, 2019 and who have completed ten years of service to the District will be entitled to ten (10) days of paid vacation.

Should an employee be unable to take their vacation due to work demands of the District, they may carry over up to ten (10) vacation days into the next vacation year. Such unused vacation time must be used in the subsequent twelve (12) month vacation period. Unit C employees must receive supervisor approval prior to taking a vacation day.

**ARTICLE XIV
WORKDAY / WORK YEAR**

- A. The normal workday shall consist of 8 hours for full-time secretarial employees. Each secretarial employee will be entitled to a paid lunch period of thirty minutes each day. In addition, each secretarial employee will be entitled to one paid ten-minute break each morning and one paid ten-minute break each afternoon that they work.

Twelve-month employees may apply for flex scheduling during summer hours subject to the following conditions. Flex scheduling may be offered and applied for throughout the year based upon mutual agreement between the Building Principal and the employee. Requests and any subsequent responses for flex scheduling shall not be subject to the parties' grievance and arbitration procedure.

- B. During school vacation weeks and the summer work period (a period defined as equal to one week after students leave for the year through one week prior to students returning for the year) a normal workweek shall total thirty-seven and one-half hours.

**ARTICLE XV
WORKERS COMPENSATION**

In accordance with the terms of Massachusetts General Laws, Chapter 152, Section 69, whenever an employee is absent from work as a result of a personal injury arising out of and in the course of their employment by the King Philip Regional School Committee and is collecting Workers' Compensation and/or other disability benefits, the Committee will pay to the employee the difference between regular salary and the Workers' Compensation and/or other disability benefits received during such absence.

The employee's accumulated sick leave will be reduced in proportion to the amount of compensation paid by the Committee. Example: If an employee receives 2/3 of salary under a Workers' Compensation award, the Committee will pay the employee 1/3 of salary and deduct 1/3 of one day from the employee's accumulated sick leave for each day for which such payment is made. Once the employee's sick leave is exhausted the Committee will cease to pay the employee such difference.

ARTICLE XVI LAYOFF AND SENIORITY

- A. Seniority shall be defined as being equal to the length of continuous employment in the bargaining unit. Paid leaves shall count toward seniority. Unpaid leaves shall not count but shall not constitute a break in continuity.
- B. An employee on layoff shall be considered to be on unpaid leave for the period of the layoff.
- C. If a layoff becomes necessary, employees will be laid off in inverse order of seniority. A laid off employee may bump the least senior employee in the bargaining unit. There shall be two (2) seniority groups as follows: twelve (12) month secretaries and ten (10) month secretaries. In situations in which a highly specialized skill (e.g., interpreter for the deaf) is required, seniority shall not be the governing factor in transfer selection unless more than one Bargaining Unit member possesses the particular skill necessary for proper performance of the duties of the position. Seniority shall govern on bumping between buildings unless the receiving building principal disapproves of the person invoking their bumping rights moving into that building. In the event of identical seniority of two or more members in the unit, the Superintendent reserves the right to make the final decision regarding which employee should be laid off. The principal shall not disapprove of a person bumping into their building in an arbitrary or capricious manner. The principal shall base their disapproval on the bumping bargaining unit member's job performance and their ability to perform the duties of the position.
- D. Laid off employees will be recalled to any job opening for which they are qualified for a recall period of one year.
- E. Upon recall an employee will be credited with any increases in salary or fringe benefits which were improved during the recall period.
- F. The Superintendent shall forward a seniority list, in each of the two (2) seniority groups, to the Association. Said list shall be provided not later than January 1 of each year. These lists shall be deemed approved by the Association unless the Association challenges the list, in writing to the Superintendent, within thirty (30) calendar days of the date of receipt. Unresolved issues shall be subject to the grievance procedure.
- G. The anniversary date for the purposes of step increases, raises, or the accumulation of other benefits, shall be a common anniversary date of July 1 for 12-month employees and September 1 for 10-month employees. If a person is employed in a 12-month position for 135 days in the fiscal year, (July 1 - June 30) he/she will be given full credit for a year of service. If a person is employed in a 12-month position for less than 134 days in a fiscal year, they will not get credit for a year of service and will remain at the same step on the salary schedule for the next year. All other benefits will be earned as specified in the contract. The work year for school year (10-

month) employees shall be defined as coinciding with the first day of school and ending no later than June 30th of any school year. A 10-month employee must work 91 days to earn a full year of service. If they work 90 days or less, they will remain on the same salary schedule for the next year. All other benefits will be earned as specified in the contract.

ARTICLE XVII AGENCY FEE

- A. The Committee agrees to require, as a condition of employment, during the life of this agreement that all employees covered by said agreement, except those employees certified by the Association to the Committee to be members of the Association, pay an agency service fee to the Association. Said fee shall be due and payable on the thirtieth day following the beginning of such employment or thirty days after the effective date of this agreement, whichever is later, except that the employee may elect to make such payment by lump sum payment or in equal installments by dues deductions throughout the term of the employee's contract year. The amount of said agency service fee shall be the same amount required to become and remain a member in good standing of the Association and its affiliates to or from which membership dues or fees are paid or received, subject to a rebate procedure in conformance with M.G.L. c. 150E, s.12. Said amount shall be certified annually by the Association to the School Committee not later than July 11 of each contract year.
- B. Notwithstanding the foregoing, any employee who has filed a charge challenging the amount or validity of said agency service fee with the Massachusetts Labor Relations Commission shall continue to pay the fee in accordance with paragraph A above, except that such fee shall be held in escrow account during the pendency of such challenge.
- C. The King Philip Teachers Association, for itself and as agent for the Massachusetts Teachers Association, hereby indemnifies and holds the School Committee harmless against any damages, losses, costs, attorney's fees, or other expense or harm that the School Committee might otherwise suffer as a result of any and all claims, charges, complaints, suits, or other actions of any kind that may be initiated, whether or not any formal administrative or judicial proceeding is actually commenced against the School Committee relative to said agency service fee.

ARTICLE XVIII COURSE REIMBURSEMENT

- A. Staff covered by this collective bargaining agreement may be reimbursed for reasonable improvement expenses incurred such as: course tuitions, workshop fees, or other improvement expenses up to a maximum of \$500 per year (7/1 to 6/30).
- B. Prior approval must be given by an improvement committee composed of the Building Principal and the Superintendent in the case of building based staff, and the Business Administrator and the Superintendent in the case of the Superintendent's secretaries. Each staff person must submit a proposed improved reimbursement form to the appropriate committee. The proposed improvement form must contain a statement giving the reason for wanting to take an improvement course and how it relates to their current position.

- C. The improvement committee shall approve or deny each proposal. A written reason will be provided for each proposal that is denied by the committee. All decisions of said committee shall be final and not subject to any grievance or other form of review.
- D. Reimbursement shall be paid upon the receipt by the Superintendent's office of documentation from the appropriate institution or vendor showing that the staff member has completed the course or workshop and received a grade of A or B if one is issued. Reimbursement for said course shall be 100%, up to a maximum of \$500. No reimbursement shall be made for any grade less than B-minus.
- E. As a condition of reimbursement, the staff person shall promise, in writing, on a form prescribed by the Committee, to serve six (6) months following termination of said course and in the event this promise is not fulfilled, shall repay the full amount of the reimbursement to the district. This provision shall not apply if a staff person is not re-appointed or is inducted into the armed services.
- F. The School Committee will budget the following amount for course reimbursement, \$3,000. The improvement committee shall not approve any expense beyond the amount in the contract. All requests will be taken in chronological order in accordance with their order of receipt by the improvement committee.

**ARTICLE XIX
PERSONNEL RECORDS**

- A. Each employee shall be entitled to access to their personnel records and to make copies of any documents contained in those records. Employee access to such records shall be by appointment and requests for access shall be honored within five (5) school days of the date of the request. An employee is entitled to have a representative of the Association present during the inspection of such records.
- B. No written material derogatory to an employee's conduct, service, character, or personality will be placed in their personnel file until the employee has reviewed the material, has had the opportunity to affix their signature to the material with the understanding that their signature in no way indicates agreement with the contents therein and has had the opportunity to submit a written answer to such material. Any such written answer submitted will be attached to the file copy.

**ARTICLE XX
ASSOCIATION RIGHTS**

- A. The Association may use school facilities for the conduct of meetings.

ARTICLE XXI
COMMITTEE RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished abridged or limited by the provisions of this contract it shall have the sole rights, responsibility and prerogative of management of the affairs of the Committee and direction of the working forces.

**APPENDIX A
WAGES & OTHER COMPENSATION**

Payment of Wages: Effective July 1, 2019; all Unit C members shall be paid via direct deposit.

WAGE SCHEDULE

BASE YEAR - FY 2022	
Step	Hourly Rate
1	\$21.95
2	\$22.89
3	\$23.85
4	\$24.75
5	\$27.18

FY 2023 – 3.0% increase	
Step	Hourly Rate
1	\$22.61
2	\$23.58
3	\$24.57
4	\$25.49
5	\$28.00

FY 2024 – 3.0% increase	
Step	Hourly Rate
1	\$23.29
2	\$24.29
3	\$25.31
4	\$26.25
5	\$28.84

FY 2025 - 1.5% increase	
Step	Hourly Rate
1	\$23.64
2	\$24.65
3	\$25.69
4	\$26.64
5	\$29.27

NOTE: For twelve month employees, the number of days per year may fluctuate between 259-261 days. Any overtime hours will first be offered to current Unit C members.

LONGEVITY STIPENDS

12-month Employee	FY 2023	FY 2024	FY 2025
10 years	1,500	1,500	1,500
15 years	1,750	1,750	1,750
20 years	2,050	2,050	2,050

10 month Employee	FY 2023	FY 2024	FY 2025
10 years	1,250	1,250	1,250
15 years	1,500	1,500	1,500
20 years	1,750	1,750	1,750

Those employees eligible for longevity shall receive their pay prior to the Christmas holiday or elect to divide the payments into 21 equal installments (or 26 equal installments for 12-month employees).

Those employees who complete 10, 15, or 20 years' service respectively, prior to June 30, will be eligible for the respective amount prior to the Christmas of the same calendar year.

When an employee terminates employment during the fiscal year, their longevity payment shall be divided into twelve equal parts for 12 month employees or ten equal parts for 10 month employees. They shall receive 1/12 or 1/10 of their payment for each month worked.

King Philip Regional School District

Unit C – Secretaries

Employee Performance Assessment

Employee Name:		School Year:	
Position:		School:	
Evaluator:		Date:	

Ratings Key:	
4	<i>Exceeds Requirements</i>
3	<i>Meets Requirements</i>
2	<i>Needs Improvement</i>
1	<i>Unsatisfactory</i>
*Rating of 1 requires a goal	

JOB RESPONSIBILITIES/SKILLS:

1. Quality of Work				Rating
4	3	2	1	
Consistently demonstrates the ability to complete work efficiently and accurately with attention to detail and quality.	Often demonstrates the ability to complete work efficiently and accurately with attention to detail and quality.	Sometimes demonstrates the ability to complete work efficiently and accurately.	Rarely demonstrates the ability to complete work efficiently and accurately.	

2. Technology				Rating
4	3	2	1	
Consistently utilizes new and existing technology with confidence; creates/maintains database records and generates accurate reports related to but not exclusive of budget, accounting and attendance.	Often utilizes new and existing technology; creates/maintains database records and generates accurate reports related to, but not exclusive of budget, accounting and attendance.	Sometimes utilizes new and existing technology; needs occasional direction creating /maintaining database records and generating accurate reports related to, but not exclusive of budget, accounting and attendance.	Rarely utilizes new and existing technology; needs constant direction creating /maintaining database records and generating accurate reports related to, but not exclusive of budget, accounting and attendance.	

3. Organization				Rating
4	3	2	1	
Consistently handles multiple tasks, maintains an efficient work environment, and organizes various schedules as appropriate.	Often handles multiple tasks, maintains an efficient work environment, and organizes various schedules as appropriate.	Sometimes handles multiple tasks, maintains an efficient work environment, and organizes various schedules as appropriate.	Rarely handles multiple tasks, maintains an efficient work environment, and organizes various schedules as appropriate.	

4. Professional Relationships/Communication				Rating
4	3	2	1	
Consistently communicates with courtesy while maintaining a high level of professionalism; assesses information and queries and always forwards appropriately.	Often communicates with courtesy while maintaining professionalism; assesses information and queries and forwards appropriately.	Sometimes communicates with courtesy and professionalism; occasionally needs direction to forward information appropriately.	Rarely communicates with courtesy and professionalism; often needs direction to forward information appropriately.	

5. Initiative /Leadership				Rating
4	3	2	1	
Consistently anticipates work to be done without detailed instruction; continually seeks to learn new practices; makes suggestions to improve office operations.	Often anticipates work to be done without detailed instruction; seeks to learn new practices; often makes suggestions to improve office operations.	Sometimes anticipates work to be done without detailed instruction; occasionally seeks to learn new practices; makes suggestions for improvements.	Rarely anticipates work to be done without detailed instruction; looks for others for suggestions for improvements.	

6. Confidentiality/Ethics				Rating
4	3	2	1	
Consistently maintains a high level of confidentiality and compliance with legal and district policy; ensures a professional, secure and comfortable environment.	Often maintains confidentiality and compliance with legal and district policy; usually ensures a professional, secure and comfortable environment.	Sometimes maintains confidentiality and compliance with legal and district policy; inconsistently ensures a professional, secure and comfortable environment.	Rarely maintains confidentiality and compliance with legal and district policy; seldom ensures a professional, secure and comfortable environment.	

7. Flexibility/Adaptability				Rating
4	3	2	1	
Consistently adjust to changing conditions, procedures, job interruptions, and deadlines and prioritizes appropriately.	Often adjusts to changing conditions, procedures, job interruptions, and deadlines and prioritizes appropriately.	Sometimes adjusts to changing conditions, procedures, job interruptions, and deadlines and prioritizes appropriately.	Rarely adjusts to changing conditions, procedures, job interruptions, and deadlines and prioritizes appropriately.	

8. Professional Relationships				Rating
4	3	2	1	
Consistently maintains a professional and cooperative working relationship with the school community and the general public.	Often maintains a professional and cooperative working relationship with the school community and the general public.	Sometimes maintains a professional and cooperative working relationship with the school community and the general public.	Rarely maintains a professional and cooperative working relationship with the school community and the general public.	

9. Punctuality and Attendance				Rating
4	3	2	1	
Excellent punctuality and attendance.	Consistently punctuality and attendance.	Inconsistent punctuality and attendance.	Poor punctuality and attendance.	

Overall Comment(s):

Goal(s) for Next School Year (a rating of 1 in any category requires a goal):

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

Evaluator: _____

Date: _____

Employee: _____

Date: _____

Administrator: _____

Date: _____

Administrator: _____

Date: _____

In witness whereof, the parties to this contract have caused it to be executed, in duplicate, by their respective representative hereto, duly authorized and their seals to be affixed hereto, as of the date first above written.

FOR THE KING PHILIP REGIONAL SCHOOL COMMITTEE:


Signature

6/17/22
Date

Trevor Knott
Printed Name


FOR THE KING PHILIP TEACHERS ASSOCIATION, UNIT C:


Signature

6/10/22
Date

Adam Gentile
Printed Name

WITNESS:


Signature

6/17/22
Date

Venessa Petit
Administrative Assistant
Printed Name and Title