



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WHITMAN-HANSON REGIONAL SCHOOL COMMITTEE

AND

WHITMAN-HANSON EDUCATION ASSOCIATION

UNIT C

ADMINISTRATIVE ASSISTANTS

CONTRACT PERIOD

JULY 1, 2018 TO JUNE 30, 2021

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## **ARTICLE ONE - RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiations of agreements, and any questions arising concerning wages, hours, and other conditions of employment provided for under the provision of this agreement, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full-time and regular part-time Administrative Assistants.

For the purpose of the recognition clause, all employees in the Superintendent/Central Offices, including Payroll, Accounts Payable, Bookkeeper and Executive Assistant to the Superintendent are excluded from the Union.

There shall be no reprisals of any kind taken against any employee by reason of her membership in the Association or participation in its activities, or non-membership in the Association or non-participation in its activities.

References in this agreement to "employee" or "association members" shall mean all persons who are members of this Unit.

## **ARTICLE TWO - TERM**

This Agreement shall be effective from July 1, 2018 through June 30, 2021 and shall continue in full force and effect for an additional year unless either party notifies the other of its intention to modify or terminate this agreement. Such notification shall be served in writing by October 1, 2020.

## **ARTICLE THREE - GRIEVANCE PROCEDURE**

Any employee may grieve an alleged violation of the specific provisions of this Agreement through the following means:

Level I. Supervisor. The Association Representative, with or without the aggrieved employee, shall take up the grievance, which shall be in writing, on the "Grievance Intake Form" (Attachment B), and shall be signed by the aggrieved Association Member and Association Representative with the immediate supervisor within ten (10) working days of the date of the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the Association Representative and grievant within ten (10) working days.

Level II. Principal. If the grievance has not been adjusted, it shall be presented in writing to the Principal within ten (10) working days after the Level I response is due. The Principal shall respond to the Association Representative and grievant in writing within ten (10) working days. Complete dated records will be kept of all grievances received by the Principal.

Level III. Superintendent. If the grievance has not been adjusted at Level II, it shall be presented to the Superintendent in writing within ten (10) working days after the Level II response is received. The Superintendent shall respond to the Association Representative and grievant within ten (10) working

days.

Most grievances not resolved at this level will go directly to arbitration. Grievances dealing with policy matters will proceed to the Committee for Level IV.

Level IV. Committee. Level IV is reserved for grievances on matters in which the Committee is authorized by law and/or this contract to be the decision maker. If the grievance still remains unadjusted, it shall be presented to the Committee in writing within ten (10) working days. The Committee shall respond in writing within ten (10) working days.

Level V. Arbitration. In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Level III or Level IV, the grievance may be submitted to arbitration in accordance with the following procedure:

(a) The request for arbitration may be made by the Association or by the Committee by notification in writing to the other Party within ten (10) working days after the date of the final determination under the grievance procedure as provided in Level IV.

(b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, for the appointment of an arbitrator. A copy of this request shall be simultaneously mailed to the other Party, unless during said eight (8) day period the Committee and the Association mutually agree upon an arbitrator.

(c) Within ten (10) working days after the mailing of a list of suggested arbitrators, the representatives of the Committee and the Association shall jointly advise the American Arbitration Association in writing of an acceptable arbitrator. In the event that the Committee and the Association do not so advise the American Arbitration Association as provided in this Paragraph, either Party may, within ten (10) working days thereafter, request the American Arbitration Association in writing, with a copy to the other Party, to designate an arbitrator and the arbitrator so designated shall be authorized to hear and decide the grievance.

(d) The request for arbitration shall state the known facts, the provision or provisions of this Agreement on which the grievance is based and the remedy or the relief sought by the Party requesting arbitration.

(e) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted.

The arbitrator shall be bound by the provisions of this Agreement and shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to establish any terms or conditions of employment or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) working days prior to the filing of the written grievance as provided in Level II. The arbitrator shall have the authority to enjoin violations of this Agreement and to award compensatory and other damages.

(f) The arbitrator shall mail his written decision simultaneously to the Committee, the Association, and the aggrieved employee within thirty (30) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Committee, the Association, and the aggrieved employee.

(g) The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

#### **ARTICLE FOUR - TRANSFERS, NEW ASSIGNMENTS, TERMINATIONS**

The Committee, through the Superintendent, reserves the right to establish the number of administrative assistant positions, formulate the specific duties and responsibilities of these positions, and to assign working hours to these positions in order to provide the most efficient and effective administrative assistant services to the District, provided that the length of workday or work year is in compliance with the other provisions within this Agreement. The Superintendent shall have final say on all hiring.

In the event that a new position is established within the Administrative Assistant classification, currently employed and qualified persons will be given first opportunity to apply for the new position.

In the event the Committee directs the reduction of positions, employees with the least seniority will be subject to termination with thirty days' notice provided that the employees continued in employment are equally or better qualified for the remaining positions than the employee to be terminated. If, as a result of a reduction in force situation, a position becomes available, any member of the bargaining unit may apply for the open position.

Appointments will be made without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. If initially employed more than 50% of the annual work days required, the employee shall, at the time of the contract anniversary, be considered to have completed one year of service for consideration towards the next pay step, vacation treatment, and longevity pay.

A part-time employee shall be entitled to apply for full-time openings which become available within the unit. The qualifications, performance, experience and seniority of such applicants will be considered; provided that appointment decisions under this paragraph shall be final and shall not be subject to the grievance procedure.

Notice of all vacancies shall be posted by e-mail at least fifteen (15) days before the date when applications may be submitted. Vacancies shall be posted on the Whitman-Hanson website. Except in cases of emergency, all notifications of involuntary transfers will be made no later than June 1<sup>st</sup> of the school year preceding the transfer.

Members of the bargaining unit will have the option of first refusal for additional bargaining unit work. Bargaining unit work shall be defined as those responsibilities which are listed and defined in the job description for Unit C Administrative Assistants. Such right will be exercised by seniority subject to the

employee's qualifications and availability to perform the work in question which is made available within their building.

Employees who are involuntarily transferred shall receive an additional personal day to be used during the year following the transfer provided that the reason for the transfer is not related to or the result of disciplinary action.

**ARTICLE FIVE – SUBSTITUTIONS & TEMPORARY REASSIGNMENT**

The Principal of the building will make every attempt to hire a substitute Administrative Assistant if he/she deems it to be necessary. Substitute administrative assistants will be paid at an hourly rate for the first twenty (20) days as listed below.

2018-2019	\$17.50/hour
2019-2020	\$17.85/hour
2020-2021	\$18.21/hour

After twenty (20) consecutive days, the substitute will be considered a long term substitute and paid at a rate aligned with the Unit C salary schedule, Step 1, Year 1.

The Superintendent reserves the right to reassign current Unit C employees to temporary duties resulting from sickness, vacations or other absences so as to provide for the continuous delivery of effective administrative services. However, should any specific assignment exceeding a continuous duration of eighteen (18) days, the assigned employee shall be entitled to a pay rate equal to that of the employee for whom continuous substitution has been made or their current rate of pay, whichever is higher. Such adjustment in pay rate shall commence with the nineteenth (19th) day of work in the substitute position.

In order to provide effective office support, new and substitute Administrative Assistants must be trained in the roles and responsibilities of the position. An Administrative Assistant Trainer will be paid an annual stipend of \$500 plus an additional \$75 for each Administrative Assistant Trainee. The position will be posted annually and appointed by the Superintendent or designee, giving preference in hiring Unit C employees.

**ARTICLE SIX - WORK DAY**

The regular workday for all administrative assistant positions shall be eight (8) hours exclusive of lunch. Upon pre-approval of the Superintendent and Principal, a Unit C member may work overtime for hours worked beyond 40 hours in a given week. Overtime will be paid at a rate of one and a half (1 ½) times the hourly rate. There will be 20 days budgeted for the purpose of additional work days. Additional work days may be added to a Unit C member, payable at the member's daily rate, upon pre-approval of the Superintendent and in agreement with the Unit C member.

Coverage for the association members' agreed upon daily lunch time of 45 minutes will be provided by their direct supervisor. Lunch time will not extend the work day. Employees shall have the option of taking their fifteen (15) minute break during lunch time for a 60 minute lunch. Coverage for the association members' agreed upon daily lunch time with their supervisor will be provided. The work week shall consist of five (5) consecutive days, Monday through Friday inclusive.

During the term of this Agreement, if classes are cancelled, all Administrative Assistants will be paid for the first two days. For all days after the two days, if classes are cancelled but school is open, the Administrative Assistants are expected to work, per contract. The exception to this ruling will be a statement from the Building Principals, or their designee, which will have emanated from the Superintendent, indicating that the Administrative Assistants may have an option, after the first two inclement days, such as:

- 1) to stay home and not be paid.
- 2) to stay home and use a Personal Day, Vacation Day, or Sick leave Day with no jeopardy to their perfect attendance incentive.
- 3) if employee arrives late, but prior to 9:00 a.m., employee will receive the day's pay
- 4) if sent home early, employee will receive the day's pay.

During summer and school vacations, Association Members, with approval of their immediate supervisor, can have an option of working:

- a) Standard shift, eight hours without taking a lunch and leave 45 minutes earlier
- b) Four-day (4) work week with hours adjusted accordingly to meet thirty-five (35) or forty (40) hours per week.

The Option shall be mutually agreed between Association Member and his/her supervisor.

### **ARTICLE SEVEN - WORK YEAR**

The work year of Administrative Assistants shall be as follows:

High School Principal's Administrative Assistant	Full year
High School Counseling Director's Administrative Assistant	Full year
* High School Asst. Principal's Administrative Assistant	220 days
* All other School Administrative Assistant	195 days

During the contract year, Non Full Year Administrative Assistants shall work 195 days. Mandatory days consist of (175) days when students are in school, (7) seven days prior to the first day of school, and (13) thirteen flex days. Flex days must be agreed upon in advance with their respective supervisor. For example, a 195 day employee must work 7 days prior to the first day of school, 175 days while school is in session, and 13 additional days. The additional days should be mutually agreed upon with your immediate supervisor. Administrative assistants assigned over 195 days, will work their scheduled days at the discretion of their respective supervisor.

The work years set forth above shall be actual weeks/days of work and any weeks/days of vacation or holidays shall be in addition thereto.

### **W-H REGIONAL SCHOOL DISTRICT** **ADMINISTRATIVE ASSISTANT SALARY SCHEDULE**

Note attached salary schedule "Attachment A".

2018-2019	\$.25/hour + 2%
2019-2020	2.0%
2020-2021	2.0%

See Whitman-Hanson Regional School District Administrative Assistant Salary Schedule 2018-2021, incorporated herein as Attachment A.

**ARTICLE EIGHT – VACATIONS (Full Year) and Vacation Compensation (195, 220 Days)**

Unit C employees, working 195 or 220 days, will receive financial compensation for the years of service reflected in the number of days as noted below.

**195 Day Employees**

- a. After one year of service: 11 days
- b. 5 Plus (5) years of service: 16 days
- c. 10 Plus (10) years of service: 21 days
- d. 20 Plus (20) years of service: 26 days

**220 Day Employees**

- a. After one year of service: 12 days
- b. 5 Plus (5) years of service: 17 days
- c. 10 Plus (10) years of service: 22 days
- d. 20 Plus (20) years of service: 27 days

Full year administrative assistants may carry over up to five vacation days, but may not accrue more than five vacation days in any given year.

If a Unit C member terminates his or her employment after the school year has begun, the employee shall receive payment equal to the amount of vacation earned based upon a pro-rated amount of pay proportional to the time worked for that year. If termination is caused by the member's death, such payment shall be made to the employee's spouse or beneficiary.

**ARTICLE NINE - LEAVES**

Sick Leave. An employee who is unable to work because of a bona fide illness, non-occupational injury, or the serious illness of a member of the immediate family (parent, spouse, domestic partner, child, brother, or sister) shall, upon notification to the Office of the Superintendent as soon as possible after the beginning of said illness or injury, receive compensation for sick leave. Full year employees will accrue eighteen (18) sick days annually. All other Unit C members will accrue fifteen (15) sick days annually.

Notwithstanding the fact that sick leave may be taken in advance of being earned, it is expressly understood that sick leave is earned on a pro rata basis. Should an employee use sick leave beyond those to which he is entitled, the appropriate deduction will be made from the final paychecks for that contractual year.

Sick leave shall apply to an employee who has completed one (1) contractual year of employment and shall be cumulative to a maximum of three hundred and fifteen days.

During the first year of employment, an employee shall earn sick leave at the rate of one and one-quarter (1 1/4) days of sick pay for each month of employment. Sick leave credit will begin the first full month



in which the employee is employed.

Upon retirement, death or voluntary resignation of an employee who has completed ten (10) years of service in the District, said employee or estate shall be paid a lump sum not to exceed forty-five (45) days of accumulated sick leave.

Notwithstanding any other provision of this WHEA - Administrative Assistants, Unit C-WHRSC Contract, or this MOA, only those years of employment with the Whitman-Hanson Regional School District or the PK-12 Whitman-Hanson Regional School District and the sick leave accrued during that employment will be considered when determining the benefits available under the provisions of this article and this Agreement concerning sick leave buyback at retirement.

Sick Leave Bank. Members shall be able to join Unit A Sick Leave Bank upon initial approval of Unit A.

A mandatory sick leave bank will be maintained for use by District employees who have completed one full year of employment. In order to join the Bank initially, an employee shall deposit one (1) day of the sick leave to which they are entitled into the Sick Leave Bank. Employees who have a protracted illness, and who have exhausted the sick leave to which they are entitled, may apply to draw on the Bank. The operation of the Bank shall be carried out in accordance with the following guidelines:

#### 1. Administration of the Bank

- a. The Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members designated by the Association, one of which shall be a member who is not a part of Unit A, and two (2) members designated by the District.
- b. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority vote of the members and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself.

#### 2. Application for Benefits and Criteria for Granting Days

- a. Application to the Sick Leave Bank Committee for benefits must be in writing and must be accompanied by adequate medical evidence of serious illness.
- b. Prior utilization of all eligible sick leave will also be part of the criteria in determining eligibility and the amount of leave.

#### 3. Granting of Days

- a. The number of days requested from the Bank must be specified at the time of the request. It may not exceed thirty (30) days, except in the case of chronic or acute illness of a long term nature, as determined by the sick bank committee. Days granted, but not used, will be returned to the Bank at the end of the school year.

b. Any request for an extension of days from the Bank will be reviewed by the Sick Leave Bank Committee and decided by a majority vote of the Committee.

c. No days may be withdrawn from the Bank for any reason other than illness.

d. The number of days granted annually shall not exceed 90 days. Lifetime usage of Sick Leave Bank is limited to 180 days.

4. Funding of the Bank

If the number of days in the Sick Leave Bank drops to below 500 days, each employee shall contribute one (1) additional day of sick leave into the Bank. A maximum of two (2) days per employee per year may be contributed.

**TEMPORARY LEAVES OF ABSENCE**

**Personal Leave**

Employees shall be granted time off for which payment at the regular rate will be paid to conduct personal business. Such personal leave is two (2) days in the calendar year accruable to four (4) days. Personal leave shall not be chargeable to sick leave. Notification of the need for a personal leave shall be submitted by the employee to the Superintendent, and/or designee, in writing, at least two (2) working days before the date requested for the leave. Exceptions may be granted by the Superintendent.

2. Two (2) unused personal leave days may be carried over from year to year to a maximum of four (4) days in any one year.

**School Visitations**

Employees will be allowed at least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature at the discretion of the Superintendent.

**Association Leave**

1. Employees who are voting delegates to the MTA Annual Meeting will be granted leave to attend the meeting, provided that the total number of days granted to the Associations for this purpose shall not exceed eighteen (18). The President of the Association will provide advance notice of the designated delegates who will be attending the meeting.

2. Professional days may be granted by the Superintendent to Association representatives to attend other MTA and/or NEA conferences, meetings and conventions.

**Leave for School Related Legal Business**

Employees will be given the time necessary for appearances in any legal proceeding connected with the employee's employment or with the District, if the employee is required by law to attend.

**Bereavement Leave**

1. In the event that an employee's spouse, domestic partner, child, parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law, or sibling dies, the employees

will be allowed up to five (5) days for the purpose of burial arrangements and related services occurring while school is in session.

2. In the event that an employee's grandparents, grandchild, aunt, uncle, niece or nephew dies, the employee will be allowed up to three (3) days for the purpose of burial arrangements and related services occurring while school is in session.

3. The Superintendent may, at his/her discretion, grant bereavement leave in the event of the death of a person other than the relatives described above.

### **Military Duty**

Any employee who is a member of a reserve component of the Uniformed Service of the United States or of the State National Guard will be granted leave in accordance with applicable federal and state law. The employee will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government according to M.G.L. c.33, Sections 59A and 60.

### **Jury Duty**

An employee required to serve on jury duty or called as a witness shall be paid the difference between regular compensation from the District and compensation received for jury duty upon presentation of documentation of compensation paid by the Court. Travel allowance is not included in the compensation paid by the Court.

### **Religious Leave**

Employees will be granted up to three (3) days with pay to observe major religious holy days which obligate the employee to attend religious services during school hours.

### **General**

1. Leaves taken pursuant to this Article are in addition to any sick leave to which the employee is entitled under Article 14.

## **EXTENDED LEAVES OF ABSENCE**

### **Military Leave**

Military Leave will be granted to any Teacher upon the terms and conditions required by Law, including M.G.L. c.33, §59, 59A, and 60.

### **Parental Leave**

1. An employee is entitled to either a short or long term leave for the purposes of birth, adoption, or placement of a child under the age of 18 or under the age of 23 with physical or mental disabilities. A short term leave may extend for eight (8) or twelve (12) calendar weeks or for the length of the disability. Any two (2) employees of the same employer (WHRSD) shall only be entitled to eight (8) or twelve (12) weeks of parental leave in aggregate for the birth or adoption of the same child. A long term leave may extend through the end of the current school year, the midpoint of the next school year, or the end of the next school year, or as otherwise mutually agreed.

2. Such leave shall be unpaid, except that an employee may during the employee's short term disability period of eight (8) or twelve (12) weeks apply accumulated sick leave. Sick leave shall be allowed only for days that employees would normally be working during the regular work year. The employee who desires to return to work at the end of their disability period may do so.

3. Except in an emergency, notice of anticipated parental leave shall be provided by the employee as soon as practicable, but no less than two (2) weeks prior to the anticipated commencement of the leave. At the time of providing notice of the need for leave, the employee also must provide notice of his/her intent to return at the end of the leave.

4. An employee not otherwise covered by the above subsections of this section shall be entitled to a parental leave, under the same terms and conditions sets forth above, except that the employee shall not be eligible for sick leave, and provided that such leave shall commence immediately following the birth or the arrival in the home of the child to be adopted or placed, unless the employee is required to take time prior to the adoption or placement.

5. In the event that the reason for leave under this section is no longer necessary, then such employee may return to work.

### **Family Medical Leave Act:**

#### **Basic Leave Entitlement**

1. An employee who has worked for the District for at least twelve (12) months and completed 1,250 work hours in the twelve (12) months immediately preceding the request for leave is eligible for up to twelve (12) weeks of unpaid leave in a twelve month period (which shall be the contract year) for the following reasons::

- a. to care for the employee's child after birth, or placement for adoption or foster care;
- b. to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- c. a serious health condition that makes the employee unable to perform the employee's job.

#### **Military Leave Entitlement**

2. Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their twelve (12) week leaven entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is:

- a. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list, for a serious injury or illness\*; or

b. a veteran who was discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness\*.

\* The FMLA definition of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition”.

### **Benefits and Protection**

3. Group health insurance benefits will be maintained during the FMLA leave with the employer’s contribution rate being the same amount as before the leave began. If FMLA is unpaid, the employee is responsible for submitting his/her portion of the premium to the employer on a monthly basis.

4. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equal pay, benefits, and other employment terms. Use of FMLA will not result in the loss of any employment benefits that accrued prior to the start of the employee’s leave.

5. The employee may use available sick leave if he/she qualifies for the same under Article 15 and such leave shall be used concurrently with the FMLA leave. The employee may also elect to use any other accrued paid leave concurrently with the FMLA leave.

### **Designation of a Serious Health Condition**

6. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevent the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with a least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

7. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the employer’s operations. Leave due to a qualifying exigency may also be taken on an intermittent basis.

### **Employee Responsibilities**

8. Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

9. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider or circumstances supporting the need for military family leave. Employee must also inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

10. Prior to an employee's return from FMLA leave, the Superintendent may require evidence of fitness for duty from the employee's health care provider.

11. Any leave available to an employee under this Agreement shall run concurrently with, not in addition to, FMLA leave.

### **Unpaid Family Medical Leave**

A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the employee's immediate family. The employee must deliver evidence satisfactory to the Superintendent that the leave is necessary. Immediate family shall be defined as parent, spouse, child, step-child, brother or sister. Additional leave may be granted at the discretion of the Superintendent.

### **Unpaid Medical Leave for the Employee**

After five (5) years of continuous employment in the District, an employee may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

### **Other Leaves**

Other leaves of absence not to exceed one (1) year may be approved by the Superintendent.

### **Administration of Leaves**

1. An employee returning from leave will be placed on the next step of the Salary Schedule only if he/she was actively employed by the District for more than ninety-one (91) days in the year during which the leave commenced.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored to the employee upon return to work. Except for the paid portion of parental leave, if any, additional days will not accrue to employees while on leave.

3. Upon return from a leave of absence, an employee will be assigned to the same position he/she held at the time his/her leave commenced, if available, or, if not, to the most nearly equivalent position which is available at the time of his/her return to work for which the employee is qualified.

4. All leave shall be requested and granted in writing. An employee shall notify the Superintendent of the intention to return from a school year leave not later than April 1, and thirty (30) days in advance for all other leaves. Failure of an employee to provide notice to return from a leave of absence or

obtain an extension of such leave of absence shall result in the termination of the employee's employment.

**ARTICLE TEN - PERSONNEL FILE**

Association Members will have the right, upon request, to review the contents of their personnel file, excluding confidential recommendations rendered upon initial employment. An Association Members will be entitled to have a representative of the Association accompany her during this review. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the content thereof. The employee will also have the right to submit a written answer to such material, and his/her answer shall be attached to the file copy.

**ARTICLE ELEVEN - PAID HOLIDAYS**

The number of paid holidays shall not be less than thirteen (13) and shall, each year, specifically include:

1. Labor Day	8. Presidents Day
2. Columbus Day	9. Martin Luther King Day
3. Day before Thanksgiving	10. Good Friday
4. Thanksgiving Day	11. Patriot's Day
5. Day after Thanksgiving	12. Memorial Day
6. Christmas Day	13. Independence Day (FT/220 employees)
7. New Year's Day	14. Veteran's Day

**ARTICLE TWELVE - MEDICAL/DENTAL LIFE INSURANCE**

**Life Insurance**

Each employee shall be insured for the cost of a \$50,000 group life insurance plan of the type presently provided and the District will pay fifty (50%) percent of the cost of the premium.

**Health Insurance – Active Employees**

The District will provide a maximum contribution for the total annual premium of Blue Cross/Blue Shield Blue Care Elect (PPO) and any other HMO Individual or Family Plan offered by the District as follows:

Sixty (60%) percent to a maximum annual contribution of ten thousand (\$10,000.00) dollars for an

individual plan and twenty thousand (\$20,000.00) dollars for a family plan

Effective July 1, 2018, no new or existing employees may enroll in any Legacy plans during open enrollment. Note: In the event that the School Committee is paying a greater percentage for any of the current plans than is mentioned above, the School Committee will continue to pay the greater percentage.

### **Dental Insurance – Active Employees**

The District will provide Delta Dental insurance. The District will pay sixty (60%) percent of the cost of the premiums and the employees will pay forty (40%) percent. Additional riders for dental insurance may be selected by teachers, provided that the entire cost of any such rider must be paid for by the teacher.

### **Flexible Benefit Plans**

1. Pursuant to Section 125 of the Internal Revenue Code, the employee portion of the cost of the health and life insurance premiums shall be a pre-tax expense. There shall be no cost to the employer.
2. Pursuant to Section 125 of the Internal Revenue Code, the District agrees to allow its employees to be eligible to participate in Flexible Benefit Plans for Un-reimbursed Medical Expenses and/or Dependent Care Expenses. There shall be no cost to the employer.

## **ARTICLE THIRTEEN - TERMINATION**

No administrative assistant employee shall be discharged without just cause or unless the employee's position is eliminated (Article Five), or unless the position is substantially restructured requiring a level of skill or additional skills so that the incumbent employee is no longer qualified.

Thirty (30) days' notice will be given for termination unless said termination is for just cause. If a position is substantially restructured requiring a level of skill or additional skills which the employee does not have, then the employee shall have ninety (90) days on the job training to acquire the additional skills involved.

Upon voluntary termination of employment, an employee with a minimum of ten (10) years of service to the district shall receive a severance payment equal to:

2018-2019:	\$53.06 for each year of service
2019-2020:	\$54.12 for each year of service
2020-2021:	\$55.20 for each year of service

## **ARTICLE FOURTEEN - MANAGEMENT**

Except to the extent contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, responsibility and duties of the Committee and the Superintendent of Schools under the laws of the Commonwealth of Massachusetts or the lawful by-laws of the District and Member Towns, are retained by and reserved exclusively to the Committee including, but not limited to the rights: to manage the District; to determine the methods and processes of operation;



to contract out any work; to determine the size of and direct the activities of the working force; to determine the schedules and hours of work, subject to the provisions of the Fair Labor Standards Act, and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, combine and divide existing job classifications and job duties and functions; to determine the qualifications for all jobs; to require from each Administrative Assistant the efficient utilization of her services; to hire, promote, demote, transfer, discipline, suspend, and discharge Administrative Assistants; to relieve Administrative Assistants from duty for lack of work or other legitimate reasons; and to prescribe and enforce reasonable rules and regulations pertaining to operations and the conduct of Administrative Assistants.

### **ARTICLE FIFTEEN - COMPENSATION**

The salary schedule for the employees included in this unit will be as indicated in Attachment A.

Seniority: Seniority will be defined as a full-time employee's years, months and days of continuous service in the Whitman-Hanson Regional School District, beginning with the date of initial employment as an Administrative Assistant for the Whitman School Committee ("WSC"), the Hanson School Committee ("HSC"), the Whitman-Hanson Regional School Committee ("WHRSC") and/or the PK-12 Whitman-Hanson Regional School Committee ("PK-12 WHRSC"). The PK-12 WHRSC will not be bound by this definition of seniority for purposes of initial placement of former HSC and WSC employees on the salary schedule.

Employees regularly scheduled to work twenty (20) or less hours per week shall be considered part-time employees. The seniority of part-time employees will be determined by giving a half year of seniority for each year worked.

An employee who has accrued at least seven (7) years of membership in an administrative assistants bargaining unit in the District and subsequently accepts a non-bargaining unit administrative assistant position in the District may use the accrued seniority to return to the bargaining unit position. This option may be exercised within two years of acceptance of the non-unit position or in the event the non-unit position is modified or abolished.

Effective September 1, 1993, the District will recognize an employee's seniority (i.e., the employee will be given full credit for years of service) as defined above for purposes of the employee's placement on the salary schedule.

All association members shall be paid on Thursday, every other week. All salary payments will be made by automatic direct deposit with electronic notification.

### **ARTICLE SIXTEEN - TUITION REIMBURSEMENT**

Provide up to \$1,500.00 annually for coursework and materials, subject to funding, with the approval of the Superintendent/Assistant Superintendent of Schools.

## **ARTICLE SEVENTEEN – PERFORMANCE EVALUATION PROCESS**

### **EVALUATION CRITERIA**

The evaluation of staff performance shall be determined in reference to the Performance Responsibilities and Job Qualifications of the Administrative Assistants as listed in their respective Job Descriptions. These statements of performance responsibilities provide the framework for the development and maintenance of an effective and efficient administrative assistant staff. None of the performance responsibilities are optional. All must be addressed during the observation/evaluation period(s).

The distinction between observation and evaluation should be clear. Observation is continuous and refers to seeing, documenting, reviewing, and analyzing administrative assistant job performance throughout the year. Evaluation is also continuous and refers to the making of judgments based upon the data accumulated during the observation period(s) about the administrative assistants' performance. Thus, the performance evaluation process is a continuous activity of observation, data collection, analysis, evaluation, and feedback through the continuous monitoring of the performance of the administrative assistants by the supervisory staff.

### **PARTICIPANTS' ROLES**

At the beginning of the school year, all Administrative Assistants shall review with their respective immediate Supervisor and Assistant Principal or Principal, their respective Job Descriptions and the Performance Evaluation policy, process, and instrument to be used in evaluating their job performance.

The performance of all administrative assistants shall be evaluated at least once per year by the immediate Supervisor before June 15<sup>th</sup>.

The Principal may evaluate the job performance of the Administrative Assistants in all departments at any time. He/she or his/her designee, however, shall evaluate the performance of any Administrative Assistant when specifically requested to do so in writing by the immediate Supervisor. The immediate Supervisor shall make this written request when an individual's job performance does not satisfy District standards to the point where substantial improvement is needed. The immediate Supervisor may request the Principal's assistance, however, whenever he/she feels that this assistance may be helpful in bringing about the desired improvement in the performance of an individual.

All staff who evidence a need for improvement (some or substantial) shall be provided reasonable assistance and continuous observation and evaluation of performance by one or more members of the supervisory staff either joint or individually until assistance is no longer warranted.

### **CONFERENCES**

Supervisors shall meet with the Administrative Assistants individually within a reasonable time after an evaluation rating has been completed. The purpose of this meeting is to discuss the performance of the Administrative Assistant as rated by the Supervisor.

This post-evaluation conference is an integral component of the Performance Evaluation Program. Performance ratings are discussed and clarified. Performance which the Supervisor considers unsatisfactory is identified. Strategies for improvement, if necessary, are discussed and developed. Plans are made to provide assistance by one or more Supervisors as needed. Just as importantly, appropriate recognition of satisfactory performance and growth are noted. Constructive candor is required. Minimally, the post-evaluation conference should adequately detail the Supervisor's rationale for his/her ratings of performance, appropriate commendations, and, most importantly, constructive recommendations for improvement, if necessary.

At the conclusion of the conference, the Administrative Assistant shall sign the Evaluation Report. This signature signifies that the results of the evaluation were discussed by the Supervisor with the Administrative Assistant and that the Administrative Assistant has received a copy of the Report. It does not necessarily mean that the Administrative Assistant agrees with the ratings or any other aspect of the Evaluation Report.

All evaluation reports when completed shall be forwarded to the Principal via the assigned Assistant Principal. These reports shall be forwarded to the Superintendent for inclusion in the personnel file no later than June 30<sup>th</sup> of each school year.

#### RATING SHEET (INSTRUMENT)

The Rating Sheet shall be completed by the Supervisor and used as the basis for discussion at the post-evaluation conference. The ratings shall be based upon the data collected by the Supervisor throughout the period of employment since the previous evaluation. The Administrative Assistant shall receive a copy of the Rating Sheet prior to the conference.

Performance shall be evaluated relative to the specific responsibilities of the job as detailed in the Job Description and the Rating Sheet. The Supervisor's judgment of the Administrative Assistant's performance shall be indicated for each responsibility by the selection of one of five categories of performance.

The performance evaluation process shall incorporate the following:

- 1) Evaluation of performance by the Principal, the assigned Assistant Principal, and immediate Supervisor;
- 2) Opportunity for the Administrative Assistant to know the extent to which she is satisfactorily and/or unsatisfactorily carrying out her performance responsibilities;
- 3) Opportunity for the Administrative Assistant to discuss her performance evaluation report with the Principal and/or her immediate Supervisor;
- 4) Opportunity for the Principal and/or her designee to make specific recommendations concerning the performance of the Administrative Assistant;
- 5) Opportunity to receive assistance in changing her performance to a satisfactory level from the Principal and/or her immediate Supervisor.

No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just

cause. No material derogatory to an Administrative Assistant's conduct, service, or character or personality will be placed in his or her personnel file unless the Administrative Assistant has had an opportunity to review the material. Complaints regarding an Administrative Assistant made to any member of the administration, by a parent, student or other person will be promptly called to the attention of the Administrative Assistant.

**WHITMAN-HANSON REGIONAL SCHOOL DISTRICT  
EVALUATION OF PERFORMANCE  
ADMINISTRATIVE ASSISTANT**

**I. PURPOSE OF EVALUATION:**

- A. To measure the performance of each Whitman-Hanson Regional School District Administrative Assistant based on the job description, the laws of the Commonwealth of Massachusetts, and the expectations of the Whitman-Hanson Regional School Committee, the Superintendent of Schools, and building principals.
- B. To maintain a positive working relationship between the building principals/assigned administrator, and the Administrative Assistant assigned.
- C. To continue to provide safe, orderly, working and learning environments in all buildings throughout the Whitman-Hanson Regional School District.

**II. BASIS OF EVALUATION:**

- A. In assessing the status of each major area listed, the administrator or building principal should annually rate each criterion “Satisfactory” or “Unsatisfactory” to assess the performance accordingly.

**B. Ratings**

Satisfactory: Evaluation criterion is being met or exceeded for the majority of the time.

Unsatisfactory: Progressing toward meeting evaluation criterion or criterion not being met.

N/A: Not applicable.

Whenever a rating of U is given, the administrator or building principal is required to explain the reasons under “Comments”. To ensure that the purpose of the evaluation as stated above is fulfilled, it is essential that the reasons for a rating of U be given. A rating of U with no explanation is meaningless to the individual Administrative Assistant in that it gives no indication of why and what she must work on to improve. Administrative Assistants who receive an OVERALL average rating of U shall be placed on a Developmental Plan to assist in setting goals to remediate the deficiency identified.

When an employee is placed on a Developmental Plan, no salary increase greater than 2% shall be granted. Should the Administrative Assistant fail to remediate the deficiency after one evaluation cycle, the Administrative Assistant shall be placed on a probationary cycle with termination of employment if significant and sustained progress is not evidenced in the next evaluation cycle.

- C. Evaluation of the Whitman-Hanson Regional School District Administrative Assistants will be completed at a meeting at least annually but no later than June 15. A written narrative may be made by the administrator or building principal and attached to this evaluation. In addition, the

Administrative Assistant may attach her own narrative to explain or provide more insight.

**WHITMAN-HANSON REGIONAL SCHOOL DISTRICT  
EVALUATION OF PERFORMANCE  
ADMINISTRATIVE ASSISTANT**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

JOB TITLE \_\_\_\_\_ EVALUATION PERIOD From \_\_\_\_\_ To \_\_\_\_\_

NAME OF SUPERVISOR \_\_\_\_\_

PERFORMANCE RESPONSIBILITIES	RATING: S/U/NA
1. Greets all visitors, staff and students courteously and promptly, and determines their needs.	
2. Maintains confidentiality of all information processed in the office assigned unless directed otherwise by the Principal (or Designee)	
3. Files correspondence and other written materials in the manner prescribed by the administrator of the assigned office.	
4. Retrieves information from files as requested and returns materials to files as required	
5. Makes appointments for staff, students, and visitors as required	
6. Performs other office related duties including specialized tasks (e.g., compilation of special reports, preparation of purchase orders) as assigned.	
7. Demonstrates ability to work with people in a patient, courteous, and tolerant manner.	
8. Maintains typing skills including speed.	
9. Types a variety of correspondence and other materials (e.g., student records, requisitions, reports, memos) from rough drafts and/or corrected copy	
10. Culls files at designated intervals in the manner prescribed by the administrator of the assigned office and maintains all department records as required	
11. Receives and routes incoming calls, operates intercom and switchboard if required.	
12. Operates photocopy and duplicating equipment properly.	

PERFORMANCE RESPONSIBILITIES	RATING: S/U/NA
13. Operates computer and word processor equipment as required	
14. Performs the special office routines, practices, and duties associated with the assigned office.	
15. Takes dictation (using shorthand/speedwriting or other means) as requested	
16. Attends to general office and clerical needs of the administration, faculty, students, and visitors.	
17. Assists the administration in the compilation of data for required reports.	
18. Carries out typing assignments as required.	
19. Maintains, watch over, and operates, video security system, if available, at administrative assistant's station.	
20. Attends professional development opportunities as made available.	
OVERALL EVALUATION RATING	

SUPERVISOR'S COMMENDATIONS (Use other side if necessary)

SUPERVISOR'S RECOMMENDATIONS (Use other side if necessary)

Date \_\_\_\_\_ Supervisor \_\_\_\_\_  
Signature

COMMENTS BY ADMINISTRATIVE ASSISTANT (Use other side if necessary)

Date \_\_\_\_\_ Administrative Assistant \_\_\_\_\_  
Signature

Administrative Assistant's signature indicates that the Administrative Assistant has received a copy of this Performance Evaluation. It does not necessarily indicate agreement with the Supervisor's ratings.

DEVELOPMENT PLAN  
Administrative Assistant

NAME: \_\_\_\_\_ DATE \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

BUILDING ASSIGNMENT: \_\_\_\_\_

ITEM #(s) IN EVALUATION:

GOAL TO ENSURE  
COMPLETION

TIME LINE  
FOR SATISFACTORY PERFORMANCE

---

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

\_\_\_\_\_  
Evaluator's Signature    Date

\*The employee's signature does not imply concurrence with the evaluation, but simply acknowledges that this evaluation has been received.



**ARTICLE EIGHTEEN - LONGEVITY**

In order to recognize loyal and dedicated service, annual awards for Longevity shall be granted. The chart below applies to Administrative Assistants hired prior to July 1, 2018.

LONGEVITY PAY (hired prior to July 1, 2018)

SERVICE COMPLETED	2018-2019	2019-2020	2020-2021
One to Five Years	\$750	\$825	\$825
Ten Years	\$1,000	\$1,075	\$1,075
Fifteen Years	\$1,500	\$1,575	\$1,575
Twenty Years	\$2,000	\$2,075	\$2,075
Twenty Five Years	\$2,500	\$2,575	\$2,575
Thirty Years	\$3,000	\$3,075	\$3,075

Administrative Assistants, hired prior to July 1, 2018, currently receiving a longevity award at the five year level (\$750) will continue to do so until reaching the 10 year threshold.

For Unit C employees starting on or after July 1, 2018, the District shall annually contribute five hundred (\$500.00) dollars to a 403(b) plan for each such employee after five (5) years of his/her employment and then annually for a period of ten (10) years. Such payment shall be made 90 days after original date of hire and on or before February 1 of each subsequent year. An employee shall establish a 403(b) account a minimum of 30 days prior to payment from the Districts list of approved 403(b) providers.

**Longevity Buy-Back Plan**

There is hereby established a longevity buy-back plan which shall provide the benefit of increased salary payments for each of three (3) consecutive school years to “eligible” employees as set forth below, and subject to all of the conditions herein.

An employee shall be “eligible” to irrevocably elect once during employment with the District to receive the benefits of said longevity plan if he/she has at least ten (10) years of service in the District and, at the time of said irrevocable election, shall have attained eighty (80) days of allowable sick leave accumulation pursuant to the sick leave article of this agreement.

“Eligible” employees desiring to elect said option must do so by advising the Superintendent of Schools, in writing, of their irrevocable decision to do so by January 1 of each school year. Payments hereunder shall be given in the fiscal year immediately following that in which notice is given.

Employees who elect to receive the benefits of this article must, as a condition of receiving the same, irrevocably agree to waive any and all rights they may have to any accumulated unused sick leave payments otherwise payable to them pursuant to the sick leave article of this agreement, at the time of

their election and any time in the future thereafter.

Employees who fulfill the foregoing conditions and make the irrevocable election to receive the benefits of this article shall receive a longevity buy-back payment in each of three (3) consecutive contract years of service by them following said initial election, in addition to any across-the-board salary increases otherwise payable. Said longevity buy-back payments shall under no circumstances be increased by any across-the-board or so-called "cost of living" percentage increases but shall be added to employee's salaries following the implementation of any such increases. Following receipt of any longevity buy-back payments set forth herein, employees who elected to receive the same shall have their salaries revert to the appropriate annual step level payment, subject always to their irrevocable forfeiture of any future payments for accumulated sick leave.

The longevity buy-back payments shall be determined by calculating the assistants current daily rate of pay at the time of election, multiplied by a factor of forty-five (45) divided over three (3) consecutive years.

It is the intention of the parties, that assistants who have irrevocably elected to receive the benefits of this article, shall not suffer any monetary loss or forfeiture in the event that any subsequent payment to be made, or required to be made. In the event of death or voluntary resignation (not retirement) that the total amount due has not been paid, any balance shall be paid to the assistant or his/her estate a lump sum equal to the balance remaining.

#### **ARTICLE NINETEEN - ATTENDANCE INCENTIVE**

In order to encourage regular attendance, awards for regular attendance shall be granted each year as follows.

Unit C members hired prior to July 1, 2016 will be grandfathered under existing policy:

- a) Pro-rate perfect attendance benefit :
  - a. Full Year and 220 Day Administrative Assistants:
    - i. No absences during contract year: 6 days' pay
    - ii. One absence during contract year: 5 days' pay
    - iii. Two absences during contract year: 4 days' pay
  - b. 200 and 195 Day Administrative Assistants:
    - i. No absences during contract year: 5 days' pay
    - ii. One absence during contract year: 4 days' pay
    - iii. Two absences during contract year: 3 days' pay

New employees hired after July 1, 2016 will assume the Unit A plan as follows:

1. An employee who does not use any sick leave during a full school year shall be entitled to two (2) days of compensation which shall accrue and be paid as described below. Employees on unpaid leave for disciplinary reasons are not eligible for this benefit in the year of disciplinary leave.
2. The two (2) days of compensation shall be paid at the end of the school year.

With the exception of funeral leave, personal leave, jury duty, the two (2) inclement weather days and sick days used on days when school is closed due to weather, and any other absence, shall be included for purposes of computation of the above awards.

## ARTICLE TWENTY - MISCELLANEOUS

Student Discipline: No Administrative Assistant shall be required to take disciplinary action (i.e. assigning office detention) against any student. Such matters should be referred to the nearest Supervisor.

Mileage: Any Administrative Assistant required to use her vehicle for any reason will be paid mileage at the Internal Revenue Service rate.

Executive Board Representation: A representative from Unit C - Administrative Assistants will be provided time to attend the Executive Board meeting once a month, provided adequate coverage exists in Representative's office. Representative shall notify immediate supervisor and Office of Superintendent in advance of said meeting.

Employee Code of Excellence: The Whitman-Hanson Employee Code of Excellence (ECO) applies to WHEA-Administrative Assistants, Unit C and its members. The ECOE is located on the District's website, Human Resources, Evaluation Support.

Substantial Initiatives: The District will make reasonable efforts to give notice to and consult with the WHEA prior to implementing substantial initiatives within the District that impact WHEA-Administrative Assistants, Unit C and its members.

MOA Only Applicable to Administrative Assistants: The provisions of this MOA do not apply to any present employees of the WHRSC or future employees of the PK-12 WHRSC other than the Administrative Assistants described in the MOA. The provisions of this MOA shall not prejudice in any way the position of the PK-12 WHRSC in any matter with respect to employees of the HSC, WSC, WHRSC or PK-12 WHRSC other than the Administrative Assistants.

The WHEA-Administrative Assistants, Unit C and its members (hereinafter, the "WHEA-Administrative Assistants et al"), the AFSCME Local 1700 administrative assistant employees and its members (hereinafter, "Hanson Administrative Assistants et al"), the Whitman School Administrative Assistants Association and its members (hereinafter "the Whitman Administrative Assistants et al"), the PK-12 Whitman-Hanson Regional School Committee and the Whitman-Hanson Regional School Committee (hereinafter, "the PK-12 WHRSC et al") acknowledge that, with respect to each other, they have been afforded a full and complete opportunity to exercise any and all rights they had or may have had in connection with the expansion of the Whitman-Hanson Regional School District to PK-12.

Therefore, the WHEA-Administrative Assistants et al, the Hanson Administrative Assistants et al and the Whitman Administrative Assistants et al waive any and all rights or claims they had or may have had against the PK-12 WHRSC, et al, and the members, agents, officers and employees thereof, including but not limited to any contractual, grievance or bargaining rights arising from the elimination of the Hanson and Whitman School departments and/or the expansion of the Whitman-Hanson Regional School District to PK-12.

And, the PK-12 WHRSC et al waives any and all rights or claims they had or may have had against the

WHEA Administrative Assistants et al, the Hanson Administrative Assistants et al and the Whitman Administrative Assistants et al, and the members, agents, officers and employees thereof, including but not limited to any contractual, grievance or bargaining rights arising from the elimination of the Hanson and Whitman School departments and/or the expansion of the Whitman-Hanson Regional School District to PK-12.

Annual Verification. During the month of June, annually, each Unit C member will receive a contract letter indicating salary, sick days, personal days, and vacation days.

#### **ARTICLE TWENTY-ONE - AGENCY FEE**

To insure the adequate representation of all employees covered by this Agreement, all employees who are not paying dues to the Association shall pay an Agency Service Fee to the Association within thirty (30) days of said employment as a condition of continued employment, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

#### **ARTICLE TWENTY-TWO - MAINTENANCE OF STANDARDS**

Except as specifically modified by the terms of this Agreement, all conditions of employment in effect on the execution date of this Agreement shall remain in effect.

#### **ARTICLE TWENTY-THREE - SEPARABILITY**

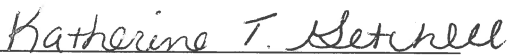
If any provision or application of this agreement is found by a court of competent jurisdiction to be contrary to law in a decision which is not appealed, the that provision or application shall be deemed ineffective to the extent contrary to law. All other provisions or applications shall continue in full force and effect.


RATIFIED BY THE ADMINISTRATIVE ASSISTANTS


RATIFIED BY THE W-H REGIONAL SCHOOL COMMITTEE

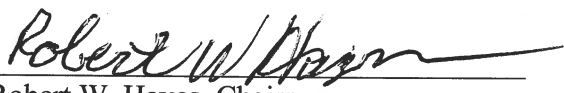
ACCEPTED OCTOBER 10, 2018

by:

  
Katherine T. Getchell  
Whitman-Hanson Education Association

  
Kevin A. Kavka, President  
Whitman-Hanson Education Association

  
Jeffrey B. Szymaniak, Superintendent  
Whitman-Hanson Regional School District

  
Robert W. Hayes, Chairperson  
Whitman-Hanson Regional School Committee

ATTACHMENT "A"

ADMINISTRATIVE ASSISTANTS SALARY SCHEDULES

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ATTACHMENT "B"

GRIEVANCE INTAKE FORM

## ATTACHMENT A

FY 2018-2019

### 195 Day Employees

<u>Step</u>	<u>Hourly Rate</u>	<u>Hours per day</u>	<u>Per Diem Pay</u>	<u>Total Salary</u>	<u>Personal Days/Holidays</u>	<u>Total Paid</u>		<u>Vacation Days</u>	
						<u>Personal Days/Holidays</u>	<u>Annual Salary</u>		
1	\$23.28	8	\$186.21	\$36,311.18	15	\$2,793.17	\$39,104.35	Years of Service	# Days
2	\$24.08	8	\$192.66	\$37,568.23	15	\$2,889.86	\$40,458.10	0	0
3	\$25.29	8	\$202.29	\$39,445.85	15	\$3,034.30	\$42,480.14	1 to 4	11
4	\$26.51	8	\$212.08	\$41,355.29	15	\$3,181.18	\$44,536.46	5 to 9	16
5	\$28.01	8	\$224.07	\$43,694.35	15	\$3,361.10	\$47,055.46	10 to 19	21
6	\$29.10	8	\$232.80	\$45,396.94	15	\$3,492.07	\$48,889.01	20 +	26

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

### 220 Day Employees

<u>Step</u>	<u>Hourly Rate</u>	<u>Hours per day</u>	<u>Per Diem Pay</u>	<u>Total Salary</u>	<u>Personal Days/Holidays</u>	<u>Total Paid</u>		<u>Vacation Days</u>	
						<u>Personal Days/Holidays</u>	<u>Annual Salary</u>		
1	\$23.28	8	\$186.21	\$40,966.46	16	\$2,979.38	\$43,945.84	Years of Service	# Days
2	\$24.08	8	\$192.66	\$42,384.67	16	\$3,082.52	\$45,467.19	0	0
3	\$25.29	8	\$202.29	\$44,503.01	16	\$3,236.58	\$47,739.59	1 to 4	12
4	\$26.51	8	\$212.08	\$46,657.25	16	\$3,393.25	\$50,050.50	5 to 9	17
5	\$28.01	8	\$224.07	\$49,296.19	16	\$3,585.18	\$52,881.37	10 to 19	22
6	\$29.10	8	\$232.80	\$51,217.06	16	\$3,724.88	\$54,941.93	20 +	27

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

### Full Year Employees

<u>Step</u>	<u>Hourly Rate</u>	<u>Hours per day</u>	<u>Per Diem Pay</u>	<u>Total Salary</u>	<u>Vacation Days</u>	
					Years of Service	# Days
1	\$23.28	8	\$186.21	\$48,414.91		
2	\$24.08	8	\$192.66	\$50,090.98	0	0
3	\$25.29	8	\$202.29	\$52,594.46	1 to 4	12
4	\$26.51	8	\$212.08	\$55,140.38	5 to 9	17
5	\$28.01	8	\$224.07	\$58,259.14	10 to 19	22
6	\$29.10	8	\$232.80	\$60,529.25	20 +	27

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

FY 2019-2020

**195 Day**

<u>Step</u>	<u>Hourly Rate</u>	<u>Hours per day</u>	<u>Per Diem Pay</u>	<u>Total Salary</u>	<u>Personal Days/Holidays</u>	<u>Total Paid Personal Days/Holidays</u>	<u>Annual Salary</u>	<u>Vacation Days</u>	
1	\$23.75	8	\$190.00	\$37,050.00	15	\$2,850.00	\$39,900.00	Years of Service	# Days
2	\$24.56	8	\$196.51	\$38,319.60	15	\$2,947.66	\$41,267.26	0	0
3	\$25.80	8	\$206.40	\$40,248.00	15	\$3,096.00	\$43,344.00	1 to 4	11
4	\$27.04	8	\$216.32	\$42,182.39	15	\$3,244.80	\$45,427.19	5 to 9	16
5	\$28.57	8	\$228.56	\$44,568.24	15	\$3,428.33	\$47,996.57	10 to 19	21
6	\$29.68	8	\$237.46	\$46,304.87	15	\$3,561.91	\$49,866.79	20 +	26

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

**220 Day**

<u>Step</u>	<u>Hourly Rate</u>	<u>Hours per day</u>	<u>Per Diem Pay</u>	<u>Total Salary</u>	<u>Personal Days/Holidays</u>	<u>Total Paid Personal Days/Holidays</u>	<u>Annual Salary</u>	<u>Vacation Days</u>	
1	\$23.75	8	\$190.00	\$41,800.00	16	\$3,040.00	\$44,840.00	Years of Service	# days
2	\$24.56	8	\$196.51	\$43,232.37	16	\$3,144.17	\$46,376.54	0	0
3	\$25.80	8	\$206.40	\$45,408.00	16	\$3,302.40	\$48,710.40	1 to	12
4	\$27.04	8	\$216.32	\$47,590.39	16	\$3,461.12	\$51,051.51	5 to 9	17
5	\$28.57	8	\$228.56	\$50,282.12	16	\$3,656.88	\$53,939.00	10 to 19	22
6	\$29.68	8	\$237.46	\$52,241.40	16	\$3,799.37	\$56,040.77	20 +	27

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

**Full Year**

<u>Step</u>	<u>Hourly Rate</u>	<u>Hours per day</u>	<u>Per Diem Pay</u>	<u>Total Salary</u>	<u>Vacation Days</u>	
1	\$23.75	8	\$190.00	\$49,400.00	Years of Service	# Days
2	\$24.56	8	\$196.51	\$51,092.80	0	0
3	\$25.80	8	\$206.40	\$53,664.00	1 to 4	12
4	\$27.04	8	\$216.32	\$56,243.19	5 to 9	17
5	\$28.57	8	\$228.56	\$59,424.32	10 to 19	22
6	\$29.68	8	\$237.46	\$61,739.83	20 +	27

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

FY 2020-2021

**195 Day Employees**

<b>Step</b>	<b>Hourly Rate</b>	<b>Hours per day</b>	<b>Per Diem Pay</b>	<b>Total Salary</b>	<b>Personal Days/Holidays</b>	<b>Total Paid Personal Days/Holidays</b>	<b>Annual Salary</b>	<b>Vacation Days</b>	
1	\$24.23	8	\$193.84	\$37,798.80	15	\$2,907.60	\$40,706.40	Years of Service	# Days
2	\$25.06	8	\$200.44	\$39,085.92	15	\$3,006.61	\$42,092.53	0	0
3	\$26.32	8	\$210.56	\$41,059.20	15	\$3,158.40	\$44,217.60	1 to 4	11
4	\$27.58	8	\$220.65	\$43,026.05	15	\$3,309.70	\$46,335.74	5 to 9	16
5	\$29.14	8	\$233.13	\$45,459.63	15	\$3,496.89	\$48,956.52	10 to 19	21
6	\$30.28	8	\$242.21	\$47,230.95	15	\$3,633.15	\$50,864.10	20 +	26

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

**220 Day Employees**

<b>Step</b>	<b>Hourly Rate</b>	<b>Hours per day</b>	<b>Per Diem Pay</b>	<b>Total Salary</b>	<b>Personal Days/Holidays</b>	<b>Total Paid Personal Days/Holidays</b>	<b>Annual Salary</b>	<b>Vacation Days</b>	
1	\$24.23	8	\$193.84	\$42,644.80	16	\$3,101.44	\$45,746.24	Years of Service	# Days
2	\$25.06	8	\$200.44	\$44,096.93	16	\$3,207.05	\$47,303.98	0	0
3	\$26.32	8	\$210.56	\$46,323.20	16	\$3,368.96	\$49,692.16	1 to 4	12
4	\$27.58	8	\$220.65	\$48,542.21	16	\$3,530.34	\$52,072.55	5 to 9	17
5	\$29.14	8	\$233.13	\$51,287.79	16	\$3,730.02	\$55,017.81	10 to 19	22
6	\$30.28	8	\$242.21	\$53,286.20	16	\$3,875.36	\$57,161.56	20 +	27

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.

**Full Year Employees**

<b>Step</b>	<b>Hourly Rate</b>	<b>Hours per day</b>	<b>Per Diem Pay</b>	<b>Total Salary</b>			<b>Vacation Days</b>	
1	\$24.23	8	\$193.84	\$50,398.40			Years of Service	# Days
2	\$25.06	8	\$200.44	\$52,114.56			0	0
3	\$26.32	8	\$210.56	\$54,745.60			1 to 4	12
4	\$27.58	8	\$220.65	\$57,368.06			5 to 9	17
5	\$29.14	8	\$233.13	\$60,612.84			10 to 19	22
6	\$30.28	8	\$242.21	\$62,974.60			20 +	27

Annual salary will be adjusted to include earned vacation days based on years of service at the employee's per diem rate.



**ATTACHMENT B  
GRIEVANCE INTAKE FORM**

1. Name and Address of Grievant:

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2. Date: \_\_\_\_\_

3. What are the facts, events or actions which give rise to this grievance? Please be specific and include any and all documents relating to the matter as well as the names and addresses of any witnesses to the events or actions. Please indicate the date or dates of the incident.

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4. Which specific clause or clauses of the collective bargaining agreement have been violated by the above described facts, event or action.

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5. What specific remedy do you seek as settlement for this grievance?

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6. Please sign the following statement.

I authorize the Whitman-Hanson Education Association to act on my behalf and act as my agent in the processing of a grievance arising from the facts, events or actions described above.

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7. Signature of Association Representative:

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8. Date submitted to Association:

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