

AGREEMENT

BETWEEN THE

SCHOOL COMMITTEE OF THE TOWN OF PLYMOUTH

AND THE

EDUCATION ASSOCIATION OF PLYMOUTH AND CARVER

EDUCATIONAL SECRETARIES



JULY 1, 2018 - JUNE 30, 2021

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into by and between the School Committee of the Town of Plymouth (hereinafter referred to as the "Committee") and the Education Association of Plymouth and Carver/MTA/NEA (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

The School Committee recognizes the Education Association of Plymouth and Carver as the exclusive bargaining agent for purposes of settling any differences that may develop and for the establishment of salary schedules and other conditions of employment for the Secretarial employees of Plymouth Public Schools. It is to be fully understood that recognition is given herein only to regular or staff members; temporary or substitute employees are not covered by terms of this Agreement. For the purpose of this Collective Bargaining Agreement, all employees will be referred to as Secretaries.

ARTICLE II

NEGOTIATION PROCEDURE

- A. 1. The Committee agrees to enter into negotiations with the Association if it so requests, for the purpose of collective bargaining in accordance with the provisions of Massachusetts General Laws, Chapter 150E, concerning wages, hours and other terms and conditions of employment of the employees. If the Association wishes to negotiate a successor Agreement, it must notify the Committee of its desire to enter into negotiations no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Upon said notification, the Committee agrees to commence negotiations on a mutually convenient date.
- 2. During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE III

VACANCIES, PROMOTIONS, TRANSFERS AND NEW POSITIONS

- A. Whenever any vacancy in a secretarial position occurs, all qualified employees will be given at least ten (10) days following the proper posting of such vacancy to file application. The Employer agrees to provide full consideration of past service and experience, and placement upon the salary schedule for the new position shall be consistent with the step held in the position from which transfer is being made.
- B. The Committee shall have the right to reclassify a current non-bargaining unit position to a full-time bargaining unit position. Posting will be waived, provided the individual occupying that position will retain the position. Her/his placement on the salary schedule will be non-regressive to her/his present salary.
- C. Whenever openings exist that may require the involuntary transfer of secretaries, the Employer will request that secretaries volunteer to fill these positions. The Employer will fill these positions from those qualified volunteers before initiating any involuntary transfers. When an involuntary transfer becomes necessary and the Employer determines that the transferee shall come from an office with more than one secretary, the most junior secretary in that office shall be the one transferred.

ARTICLE IV

WORKDAY AND WORK YEAR

- A. Workday shall mean a seven (7) hour day, and a thirty (30) minute unpaid duty-free lunch, except for those secretarial positions specifically approved at differing hours of work.
 - 1. Effective January 1, 2016, one (1) main office secretary designated by the principal in each high school and each middle school will have their work day extended to an eight (8) hour day (excluding a one-half (1/2) hour unpaid duty-free lunch) on a full-time basis.
- B. By mutual agreement of the involved secretary and her/his immediate supervisor, and with further approval of the Superintendent of Schools, the workday for employees in this unit:
 - 1. May be extended up to an eight (8) hour day (excluding a one-half (1/2) hour unpaid duty-free lunch) on either a temporary or full-time basis.
 - 2. When school is not in session, twelve month secretaries (220-230 days) will work one (1) hour less per day and should the start of such work day be delayed, an employee's regular dismissal time shall apply.
 - 3. Payment for such additional time will be paid at the Secretary's then current hourly rate. Secretaries will submit for payment of additional time on the form attached as Appendix A.

- C. Reporting and dismissal times for each position may vary among school facilities and will be determined by the immediate supervisor based on the needs of the building and/or the program. Notice of a change in reporting and dismissal times shall be given at least ten (10) days prior to the effective change.
- D. Secretaries will have a fifteen (15) minute break during the workday, to be determined by the Principal or immediate supervisor.
- E. Employees may be required to work a reasonable amount of overtime in excess of their regular daily schedules. They shall be compensated for all such additional hours approved in advance by their supervisors.

The Employer may also offer Employees the opportunity to work at evening or weekend events, such as graduation ceremonies or scholarship and award nights. Employees shall be compensated for all such hours approved in advance by their supervisors. The Employer shall distribute a tentative schedule of such anticipated events at the beginning of each school year. If no unit member volunteers to work at a particular evening or weekend event, the employer may offer the work opportunity to an individual that is not a member of the bargaining unit on terms and conditions that the employer deems appropriate in its sole discretion.

For hours worked in excess of eight (8) in a single day or in excess of forty (40) in one week, employees shall be paid time and one-half. For part-time employees, overtime will be paid for approved hours in excess of forty (40) hours in one week.

- F. Any employee whose regular work year is less than two hundred thirty (230) days may be required to work up to an additional ten (10) days in any given year when requested by the immediate supervisor and approved by the Superintendent of Schools. Any employee who works beyond her/his normal work year will be paid at her/his per diem rate for those days worked. The work year of employees covered by this Agreement shall commence on 1 July and end on 30 June.
- G. By mutual agreement between the secretary and her/his immediate supervisor, and without reducing the total number of days worked in the year, secretaries may have the following days off:
 - 1. The Friday after Thanksgiving;
 - 2. If Christmas is on a Tuesday, Monday will be off;
 - 3. If Christmas is on Thursday, Friday will be off.
- H. It is further understood that full-time secretaries shall not be requested to work beyond the extent of a half-day on five (5) days chosen by the employee and with the approval of the immediate supervisor. These days will be paid at the employee's full day rate of pay.
- I. If central office and all schools are closed, all unit members will not report to work and the day is considered to be a day worked. If central office is open on a cancelled school day, it is the choice of the unit member to work. If the unit member does not work, this will be counted as a use of a non-work day. When school is delayed all unit members will follow the delayed schedule.
- J. When requested to do so by an immediate supervisor, a secretary shall supervise student(s) sent to the office for disciplinary reasons for no longer than thirty (30) consecutive minutes.

K. Work Year:

GROUP A – TEN MONTH

Clerical Full-Time (190)
Clerical Part-Time (190)
House Secretary (195)
Main Office Secretary - Elementary (200)
Preschool Secretary (190)
Special Education Clerical Full-Time (190)
Special Education Clerical Part-Time (190)
Special Education Office Secretary (200)
Student Services Secretary (190)
Technical Studies/Financial Secretary (200)

GROUP B – TWELVE MONTH

Athletic Department Secretary (220)
Coordinator Secretary (220)
Data Processing Secretary (220)
Facilities Secretary (230)
Guidance Office Secretary (220)
Main Office Secretary - Secondary (220)
Special Education Office Secretary (220)
Student Services Secretary (220)
Student Support/Technology Services Secretary (220)
Technical Studies Secretary (220)
Technology Repair and Services Secretary (220)

ARTICLE V

SICK LEAVE AND EMPLOYEE ATTENDANCE

- A. 1. A first year employee shall be eligible to earn one and one-quarter (1-1/4) days of paid sick leave for each month of employment cumulative to a maximum of fifteen (15) days (1¼ days x 12 months). These sick leave days may be used for absence caused by sickness, injury or disability which prevents the employee from performing her/his normal duties.
2. Employees other than first year employees shall receive fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.
3. Unused sick leave shall be accumulated to one hundred ninety (190) days.
- B. 1. An employee who wishes to use available sick leave for personal illness or injury must notify her/his supervisor on or before (prior to the start of the employee's workday) the first day of any such absence for which she/he intends to use sick leave and, if requested, the nature of the disability and general diagnosis, if possible at that time together with an estimate of the time the employee expects to return to work if known at that time. The absent employee who is using sick

leave for personal illness or injury is expected to keep her/ his supervisor informed of the status of the illness or injury on a regular basis, and may be required to provide a doctor's verification from time to time if such absence is of long term or for other good reason. For good cause the Superintendent may require an employee receiving sick leave pay for personal illness or injury to be examined by a physician chosen by the Employer at the Employer's expense. The Employer's physician will review any medical records provided by the employee as part of her/his examination.

2. An employee who becomes disabled as a result of excessive use of alcohol or other drugs or as a result of self-inflicted injury other than accidental may forfeit her/his entitlement to use sick leave for such disabilities.
 3. An employee who is receiving workers' compensation may receive the difference between Workers' Compensation and her/his regular pay, if said employee elects to do so. Such payments by the Employer shall continue only so long as the employee has accumulated sick leave available.
 4. Employees may be requested to take sick leave when, in the opinion of the supervisor, the employee is unable for physical reasons to properly perform her/his duties.
 5. In the event that a question arises as to the employee's fitness to return to work, a doctor's certificate may be requested.
 6. Members of the bargaining unit are responsible for adherence to the Drug Free Workplace Policy of the Committee as further modified by law or by subsequent policy amendments by committee. (See Appendix B)
- C. The parties to this Agreement agree that consistent attendance of employees is essential to providing education of the highest possible quality to the students. Therefore, any excessive absenteeism or unusual pattern of absence by an employee is contrary to that principle.

Unit members who are absent for sick leave for five or more consecutive days or ten cumulative days or whom the Superintendent reasonably suspects of excessive absenteeism or an unusual pattern of absence may be required to present evidence satisfactory to the Superintendent setting forth the nature of the illness or injury, the number of days recommended for recuperation and such other pertinent information as may be required by the Superintendent. Additionally, the Superintendent may meet with an impacted member to determine if there is a possible misapplication of the sick leave provisions. It is understood that, in requiring such evidence, the Superintendent shall not act in an arbitrary or capricious fashion.

The Employer reserves its right to monitor employee attendance. The Superintendent, or his designee(s), may meet with, talk to, or otherwise communicate with employees concerning their attendance. Employees may, at their option, have an Association representative present as an observer at any such meeting. The Employer reserves any rights it may have under the law and this Agreement with respect to issues concerning employee attendance.

- D. Each member of the bargaining unit shall be given an annual statement which will include her/his step on the Salary Schedule, amount of longevity payment, and accumulated sick leave no later than November 30th after the beginning of the

school year. At the same time, each member will be given confirmation of her/his yearly wage for the current work year.

- E. No salary or wages shall be paid to any employee who is claiming sick leave status except during periods of authorized sick leave in accordance with this Article.
- F. All unit members will be required to enter their time off requests in Aspen. However, if Aspen is not working, they must communicate their request directly to their supervisor as soon as practicable.

ARTICLE VI

SICK LEAVE BUY BACK

A. Annual

Employees who have accumulated one hundred ninety (190) days prior to the start of a contract year shall receive an additional fifteen (15) days of noncumulative annual sick leave. Employees shall be compensated at the rate of forty dollars (\$40.00) per day for each such noncumulative sick day not used during said contract year.

B. Upon Termination

An employee who leaves the employ of the Plymouth Public Schools with not less than ten (10) years of continuous service who has accumulated at least one hundred (100) unused sick days shall be entitled to the following sick leave buy back:

After 30 years of service	70% of accumulated days
After 25 years of service	65% of accumulated days
After 20 years of service	60% of accumulated days
After 15 years of service	55% of accumulated days
After 10 years of service	50% of accumulated days

Payment shall be made at the rate of forty dollars (\$40.00) per day for the appropriate percentage of the number of sick days accumulated.

- C. 1. Members of the bargaining unit who elect and enroll in the Town of Plymouth Long Term Disability Insurance (LTD) Plan may accumulate unused sick leave days to a maximum of one hundred eighty (180) days. If a member of the bargaining unit has more than this maximum accumulated number of days at the time she/he first enrolls in the LTD plan, the excess number of days beyond the maximum cited above shall be relinquished. Any days that were relinquished shall be restored if a subsequent decision by the member is made to decline participation in the LTD plan.
- 2. Members of the bargaining unit who enroll in the Town of Plymouth Long Term Disability Insurance Plan will not be eligible for either the Annual Sick Leave Buy Back contained in Section A., or the Sick Leave Upon Termination Buy Back in Section B. of this Article.
- 3. Members of the bargaining unit who later decline enrollment in the LTD plan:
 - a. Shall be eligible to access Annual Sick Leave Buy Back subsequent to their de-enrollment from the LTD plan.

- b. Shall be eligible to access the sick leave buy back upon termination if she/he has declined enrollment in the LTD plan for at least five (5) years prior to her/his termination.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

- A. Each staff member will be entitled to the following emergency leaves, with pay, each school year:

- 1. **Family Bereavement**

- a. Up to five (5) consecutive days, with pay, in the event of death in the immediate family or other resident member of the immediate household (wife, husband, life partner, parent, child, legal guardian, ward, brother, sister, grandparents, grandchildren, in-laws).

Employees will be granted up to three (3) days with pay in the event of the death of an employee's uncle, aunt, niece, nephew, unless said relative is a member of the immediate household in which event the employee will be entitled to the aforesaid five (5) days.

- b. One (1) day at full pay in the event of death of a less immediate family member, or of an intimate friend.

- 2. **Weddings**

One (1) full day with pay for either preparation or travel time (if the wedding location is more than 200 miles from Plymouth by a commonly traveled route), or attendance at a wedding of a member of the immediate family as defined above in 1a.

- 3. **Family Sickness**

Up to seven (7) days shall be allowed, with pay, for illness in the immediate family as defined above in 1.a. demanding the presence of the secretary. Said days will be charged against sick leave, annual or accumulated. Any additional leave taken under this provision may, at the discretion of the Employer, be charged against accumulated sick leave.

- 4. **Personal Business**

- a. Two (2) days shall be granted for personal business when approved by the immediate supervisor; said days to be accumulated from year to year up to a maximum of three (3) days.
 - b. Typically, under no circumstances may a day be taken for the purpose of extending a school vacation or holiday or to accommodate personal vacation plans which interfere with the normal work year schedule. However, at the employee's discretion, one day may be taken before or after a school vacation or holiday with the approval of the employee's immediate supervisor. Such request shall not be unreasonably withheld. Additionally, for any remaining days, if circumstances beyond the employee's control require his or her absence for personal business on

the day before or after a school vacation period or holiday, the Superintendent in his/her discretion may approve the request.

5. Graduation of Son, Daughter or Spouse

One (1) day shall be granted for the preparation, travel time or attendance of the graduation of a son, daughter or spouse from a secondary or post-secondary school or military ceremonies.

- B. All leaves taken pursuant to Section A above shall be in addition to any sick leave to which the staff member is entitled.

C. Jury Duty

In the event that a secretary is called for Jury Duty, the Employer agrees to make up the difference between Jury Duty Pay and the normal compensation of said employee.

D. Maternity Leave

Maternity leave will be granted in accordance with Massachusetts General Laws, Chapter 149, Section 150D, and all rulings and regulations of the appropriate State agencies.

If approved, unpaid FMLA (Family Medical Leave Act) leave petitioned for the birth of a child, or the placement of a child for adoption or foster care under defined Federal law, shall be concurrent and coterminous with other provided leaves herein, and except as provided below shall not be granted as added time. It is agreed that an FMLA leave would provide four (4) additional weeks of unpaid leave to a person who took a maternity leave pursuant to Massachusetts General Laws, Chapter 149, Section 105D.

- E. One (1) member of the bargaining unit shall be allowed time to attend the Annual Meeting of the Massachusetts Teachers Association. Said leave shall be recorded as an approved Conference Day.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

- A. After three (3) years of continuous service, a leave of absence without pay or increment of up to one (1) school year may be granted to a secretary for "Career Exploration". In order to be eligible for this leave, said employee must notify the Employer by April 1 of her/his desire to take this leave for the following school year. Said employee must notify the Employer by April 1 of the year in which she/he desires her/his leave of her/his intent to return to work for the following school year. Said leave shall not count as a year of service.
- B. Any eligible unit member whose personal illness extends beyond the period of compensation may be granted sick leave without pay for personal health reasons. Requests for such leave will be supported by appropriate medical evidence. As a condition of continuing approval, the individual granted such leave will submit periodic medical reports. In no case will such time, both paid and unpaid, extend beyond a total of two (2) school years.

- C. A leave of absence, without pay or increment, of up to one (1) year may be granted for the purpose of caring for a sick member of the secretary's immediate family. Additional leave may be granted at the discretion of the Employer.
- D. All benefits to which a secretary was entitled at the time her/his leave of absence commenced, including unused sick days, will be returned to her/him upon her/his return, and she/he will be assigned to the same position which she/he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- E. If approved, unpaid FMLA (Family Medical Leave Act) leave petitioned for personal illness or family health care, under defined Federal law, shall be concurrent and coterminous with other provided leaves herein, and shall not be granted as added time. Such FMLA leaves, if approved, may be granted no more than once during any given year from July 1st through June 30th.
- F. The employer agrees that one (1) member designated by the Association will, upon request, be granted a leave of absence, without pay, for the purpose of engaging in Association (local, state, or national) activities. In the event a member is on leave of absence for the purpose of serving as President of the Education Association of Plymouth and Carver, the following additional provisions shall apply:
 - 1. The employer will issue the President's regular paycheck on a bi-weekly basis consistent with all other employees.
 - 2. The EAPC will reimburse the employer on a quarterly basis during the course of the school year for the cost of the President's salary according to the wage and longevity schedule of the Collective Bargaining Agreement.
 - 3. If the President is enrolled, the EAPC will reimburse the employer on a quarterly basis during the course of the school year for the cost of ten (10) months premium payments (excluding August and September following President's term) in the existing health and life insurance plan.

Upon return from such leave, a member will be considered as if he/ she were actively employed by the Committee during the leave and will be placed on the salary and longevity schedules at the level he/she would have achieved if he/ she had not been absent.

ARTICLE IX

DUES DEDUCTIONS

- A. 1. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues levied in accordance with the Constitution of the Union, the Employer shall deduct said amounts from the pay of each employee who executes or has executed such form, and shall remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted.
- 2. This authorization shall be irrevocable for the period of one (1) year from the date hereof or until the termination of this Agreement (whichever comes first) and shall be automatically renewed and irrevocable for successive similar periods of one (1) year, unless a written order of revocation is given by the employee.

- B. The Employer agrees to require, as a condition of employment, that all employees covered by this Contract, except those employees certified as members to the Employer by the Association, pay annually or by dues' deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent to or from which membership dues are paid. A set amount will be certified annually to the Employer by the Association. To become a member and remain a member in good standing of the exclusive bargaining unit, an employee must become a member and remain a member in good standing of the Educational Association of Plymouth and Carver, the Massachusetts Teachers Association, and the National Education Association.
- C. The Association shall save the Employer harmless against any claim that may arise out of action taken or not taken by the Employer for the purpose of complying with this Article.
- D. This Article of the Agreement shall be applied and interpreted in conformance with Chapter 150E and Chapter 180, Section 17A, and any other applicable provisions of the General Laws of the Commonwealth of Massachusetts.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is defined as a complaint by the Association, the Employer, an employee, or a group of employees, based upon an alleged violation of or variation from one or more terms or provisions of the Agreement or the interpretation or application thereof.
- 2. A "party-in-interest" is the person or persons making the claim, the Association, the Employer and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 3. "Days" shall mean "calendar days".

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may,

however, be extended by mutual agreement. If, at the end of fourteen (14) days following the date on which the aggrieved party knew or could, with reasonable diligence, have known of the act or condition on which the grievance is based, the grievance shall not have been presented at Level One of this procedure, the grievance shall be deemed to have been waived. Any grievance in course shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore. In the event that a grievance has been filed on or after June 1, the time limits set forth herein may be reduced, if mutually agreed upon by the parties hereto, in order that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

Level One The aggrieved party(s) shall submit the grievance, in writing, using the grievance form attached hereto (See Appendix C), to the principal or the appropriate immediate supervisor within fourteen (14) days after the aggrieved party(s) knew or could with reasonable diligence have known of the act or condition on which the grievance is based. Within seven (7) days of receipt of the written grievance, the principal or appropriate immediate supervisor shall meet with the aggrieved party(s) and the Association to discuss the grievance with the objective of resolving the matter. The principal or appropriate immediate supervisor shall respond, in writing, to the aggrieved party(s) and the Association within seven (7) days following the conclusion of the Level One meeting.

Level Two If, at the end of seven (7) days following the conclusion of the Level One meeting, the grievance shall not have been resolved to the satisfaction of the aggrieved party(s), the aggrieved party(s) may, within seven days thereafter, submit the grievance, in writing, using the grievance form attached hereto, to the Superintendent. Within fourteen (14) days following the receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved party(s) and the Association in an effort to settle the grievance. The Superintendent or his/her designee shall respond, in writing, to the aggrieved party(s) and the Association within seven (7) days following the conclusion of the Level Two meeting.

Level Three

(a) If at the end of fourteen (14) days next following the Level Two meeting with the Superintendent or his/her designee the grievance shall not have been resolved to the satisfaction of the aggrieved party(s), the aggrieved party(s) may, within seven (7) days thereafter, submit the grievance, in writing, using the grievance form attached hereto, to the School Committee. The Committee shall meet with the aggrieved party(s) and the Association at the next regularly scheduled School Committee meeting or at a subsequent School Committee meeting, and shall, under normal circumstances, discuss the grievance prior to the start of its regularly scheduled agenda. This Level Three meeting shall occur within twenty-one (21) days of the date of submission of the grievance at Level Three.

(b) In the event that the Committee has a grievance against the Association and/or any member of the bargaining unit, the grievance will commence at Level Three. The Committee will notify the Association, in writing, relative to the alleged grievance. Within seven (7) days or as soon thereafter as is reasonably possible after receiving the written grievance, the President and his/ her designee will meet with the School Committee for the purpose of discussing and/or resolving the grievance.

Level Four

(a) If at the end of fourteen (14) days following the conclusion of the Level Three meeting with the School Committee the grievance shall not have been resolved to the satisfaction of the aggrieved party(s), the Association may, by giving written notice to the School Committee within the fourteen (14) days next following the conclusion of such period of fourteen (14) days, submit a Notice of Intent to file for arbitration. After seven (7) days following such notification, the Association may submit the grievance to the American Arbitration Association for disposition in accordance with the applicable Rules of the American Arbitration Association.

(b) If the School Committee grievance has not been resolved after fourteen (14) days following the initial meeting between the parties, the School Committee may, within the subsequent fourteen (14) days, give a written notice to the Association of the Committee's intent to file for arbitration. If the grievance still remains unresolved, the School Committee may file for arbitration within fourteen (14) days following the School Committee's giving written notice to the Association.

(c) The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article.

The Arbitrator shall be without power and authority to do the following:

1. to add to, modify, or subtract from the provisions of this Agreement;
2. to rule on an issue which has been excluded from the grievance and arbitration provision of this Agreement;
3. to rule on an issue which is reserved by law to the Committee;
4. to modify or negate decisions and/or policies of the Committee which are made pursuant to its rights or authority under the law, and/or its management rights, provided these decisions and/or policies do not violate a provision or provisions of this Agreement;
5. to make an award which may cause or require the Committee to violate State or Federal Law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government;
6. to award any relief for any period of time prior to the date of the submission of the grievance or the date by which the aggrieved party knew or could, with reasonable diligence, have known of the act or condition on which the grievance is based.
7. The Arbitrator may not substitute his judgment for that of the Committee or its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law, provided the judgment of the Committee or its agents does not violate a provision or provisions of this Agreement.
8. The decision of the Arbitrator, if within the scope of this jurisdiction, shall be final and binding upon the parties hereto except for review or confirmation as provided for by M.G.L. Chapter 150C and/or other applicable laws, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and the submission of briefs.

9. Compensation for the services of the Arbitrator will be borne equally by the Employer and the Association, but each party shall bear its own expenses for the presentation of its own case.

(d) If any employee covered by this Agreement shall present any grievance at Level One, Two or Three without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement.

D. Rights of Employees to Representation

1. No reprisals will be taken by the Employer, the Association, or by any member of the Administration against any party-in-interest, any Association representative, or any other participant in the grievance procedure, by reason of such participation.
2. A party-in-interest may be represented at any stage of the grievance procedure through Level Three by a person of his/her own choosing except a representative or officer of any union other than the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all these stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, in writing, on the grievance form attached hereto, to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties-in-interest.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants and will be available to the Association and the administrators included in the proceedings.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. When it is necessary, pursuant to the Grievance Procedures, for a member of the Rights and Responsibilities Committee for Secretaries or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, she/he will, upon notice to her/his principal or immediate supervisor and to the Superintendent by the Chairman of the Rights and Responsibilities Committee for Secretaries, be released without loss of pay, as necessary in order to permit participation in the foregoing activities. Any secretary whose appearance in such investigations, meetings, or hearings as a witness, as necessary, will be accorded the same right. The Association agrees that these rights will not be abused.

6. The Employer will, upon request, provide the Association with any relevant available information which is reasonably necessary in the preparation for the conduct of negotiations or in the processing of grievances, in accordance with Massachusetts General Laws, Chapter 150E.

ARTICLE XI

SALARIES AND OTHER ECONOMIC BENEFITS

- A. Secretaries shall be paid in accordance with the salary schedules published in Article XXII.
- B. Secretaries who work on a less than full-time basis per week shall have all contractual benefits and salary prorated. The exception to the above will be in cases of all employees who work less than 20 hours per week and do not qualify for health and life insurance benefits.
- C. All employees shall receive their pay by direct deposit and receive all payroll notifications electronically.
- D. The tax-sheltered annuity program currently in effect will remain in effect.
- E. The Employer and the Association agree to allow members of the bargaining unit to participate in the Town of Plymouth "Cafeteria Plan" established pursuant to Section 125 of the Internal Revenue Code.
- F. In addition to their regular salary, secretaries who qualify will receive longevity payments on the following basis:
1. Effective July 1, 2018, beginning in the employee's fifth consecutive year of service, the employee will be paid a longevity amount as shown in the table below.

SCHEDULE

Years of Service	Longevity Payment	Years of Service	Longevity Payment
5	\$525.00	22	\$2,975.00
6	\$825.00	23	\$3,075.00
7	\$875.00	24	\$3,175.00
8	\$925.00	25	\$3,275.00
9	\$975.00	26	\$3,375.00
10	\$1,025.00	27	\$3,475.00
11	\$1,425.00	28	\$3,575.00
12	\$1,475.00	29	\$3,675.00
13	\$1,525.00	30	\$3,775.00
14	\$1,575.00	31	\$3,875.00
15	\$2,300.00	32	\$3,975.00
16	\$2,375.00	33	\$4,075.00
17	\$2,475.00	34	\$4,175.00
18	\$2,575.00	35	\$4,275.00
19	\$2,675.00	36	\$4,375.00
20	\$2,775.00	37+	\$4,475.00
21	\$2,875.00		

2. Years of services shall include all years of active similar work within the system for fifty percent (50%) or more of the employee's work year since initial date of employment, which service may be broken only by approved leaves of absence. Any employee who returns to the employ of the School Committee after having resigned shall be treated as a new employee for purposes of this longevity provision.
 3. Longevity payments will be made to each employee in this unit on the second pay period in November. Longevity payments will be made in a separate transaction through direct deposit. Members who separate from service to the Plymouth Public Schools after receiving the November payment will be required to pay a prorated amount back to the school system based upon their number of days worked.
- G. The Employer agrees to reimburse secretaries for tuition incurred in taking a course, workshop, seminar, etc. (herein referred to as "course") directly related to their employment.
- In order to be eligible for tuition reimbursement for such courses, secretaries must:
1. Submit a tuition reimbursement request (See Appendix D) to the Central Office, endorsed by the appropriate building and/or program manager, during the school year to obtain pre-approval of course enrollment and to establish eligibility.
 2. Upon completion of said course(s):
 - 2.1 Request, in writing, reimbursement for said course(s).
 - 2.2 Provide evidence of successful course completion.
 - 2.3 Provide evidence of payment of tuition.
 3. Reimbursement for eligible courses, previously approved, will be limited to eighty percent (80%) of the tuition cost of up to two (2) courses per work year to a maximum of one thousand dollars (\$1,000.00.)
- H. It is to be understood that placement upon the salary schedule shall be dependent upon the judgment of the Superintendent in regard to credit for previous experience for work of similar nature. Full credit for experience gained in the service of the Plymouth and Plymouth-Carver Committees shall be granted. The first three (3) months of employment are to be considered probationary in that the employer may change the step placement of such an employee or terminate such an employee based upon the recommendation of the immediate supervisor and the approval of the Superintendent of Schools.
- I. The School Committee agrees that it will include in its budget request for each year of the Agreement, sufficient monies to fully fund the economic provisions of this Agreement and submit such budget requests to the appropriate Town Meeting in Plymouth for funding. In the event that the submitted budget is not fully funded in either year of the Agreement, the parties to this Agreement agree to negotiate over the impact of that failure to fully fund. Following these negotiations, if the School Committee determines that it cannot fully honor the general wage increase of this Agreement, the parties will reopen the entire Agreement for negotiations for the year in which the budget was not fully funded.

ARTICLE XII

INSURANCE

- A. The Employer will pay a percentage of the cost of the following types of insurance coverage listed below for all qualified employees:
1. Eighty percent (80%) of a term life insurance plan offered by the Town of Plymouth. Additional, optional life insurance is available within the group plan at the employee's expense.
 2. Individual or family coverage of group health insurance provided by the Town of Plymouth for eligible employees. The Committee agrees that the level of benefits shall be substantially equal to the level of benefits provided as of 1 July 1997.
 - a) Effective July 1, 2016, the Town of Plymouth ("Town") shall contribute 77.5% (seventy-seven and a half percent) of the premium cost, and the subscriber shall contribute 22.5% (twenty-two and a half percent).
 - b) Effective June 30, 2018, the Town of Plymouth ("Town") shall contribute 75% (seventy-five percent) of the premium cost, and the subscriber shall contribute 25% (twenty-five percent).
 3. Except to the extent required by law, the Employer shall not be required to pay the premiums outlined above for those unit members who are on a non-paid leave of absence.
- B. If an employee elects to enroll in the Town of Plymouth Long Term Disability Insurance Plan, she/he shall be subject to the Town's conditions including any related to sick leave accumulation, annual sick leave buy back benefits and termination benefits. See Article VI, Section C of this Agreement.
- C. The parties agree to mutually bargain over the impact of any Federal or State legislation or further local benefits and options which can materially affect health care coverage as currently constituted.
- D. No changes will be made to health insurance benefits for active employees and/or future employees through the end of this collective bargaining agreement.

ARTICLE XIII

MANAGEMENT RIGHTS

- A. The parties recognize that the Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from those powers and responsibilities of the Committee and the Superintendent. The Committee and the Superintendent retain those rights, powers and duties they now have, may be granted, or have conferred upon them by the General Laws of the Commonwealth.

The parties further recognize and agree that, except as otherwise specifically relinquished, abridged, or limited by terms or provisions of this Agreement, the Committee and the Superintendent continue to retain, whether exercised or not, the right, power and authority to exercise the duties, powers, responsibilities, and rights provided by the Laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.

- B. The Association recognizes that the Committee has responsibility for establishing and implementing educational policies of the public schools covered by this Agreement, for the management of such schools, and the direction of their operation.
- C. No action taken by the Superintendent or the Committee with respect to such rights and responsibilities shall be subject to the Arbitration provisions of the Agreement unless such action violates a provision or provisions of the Agreement.
- D. Consistent with the Collective Bargaining Agreement, the Superintendent shall have the right and responsibility for the management of the affairs of the school system and the direction of the working forces including, for example, the following:
 - 1. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Committee.
 - 2. To establish or continue policies, practices, and procedures for the conduct of the Committee's business and from time to time, change or abolish such policies, practices and procedures, provided such policies, practices and procedures or the change in or abolition thereof do not violate a provision or provisions of the Agreement.
 - 3. To determine work schedules and assignments of employees consistent with this Agreement.
 - 4. To select and determine the number and types of employees required to perform the Committee's operations, and to determine the qualifications of the employees it hires.
 - 5. To evaluate the employee's work performance, subject to the parties' collective bargaining obligations pursuant to Chapter 150E of the Massachusetts General Laws or other applicable Law.
 - 6. To employ transfer, or demote employees, or to layoff, terminate, or otherwise remove employees from duty for lack of work or other legitimate reasons in accordance with the Collective Bargaining Agreement and the Law.
 - 7. To determine and from time to time adjust the duties and responsibilities of employees consistent with this Agreement and the Law.
 - 8. To require reasonable overtime from employees.
 - 9. To maintain order and efficiency.
- E. The listing of the specific rights of management in this Article is not intended to be nor shall be considered restrictive of any other rights of the Committee and the Superintendent provided by the Law and/or this Agreement.

ARTICLE XIV

SEPARABILITY

If any provision or provisions of this Agreement or the application thereof to any employee or group of employees covered by this Agreement shall be found contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

The parties recognize and agree that the provisions of this Agreement are intended to be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent mandatory amendments thereto. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.

ARTICLE XV

CONTINUITY OF OPERATIONS

No employee nor the employee organization shall engage in a strike as defined in Massachusetts General Laws, Chapter 150E, and no employee nor the employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such employee(s).

Any employee who engages in a strike shall be subject to discipline and/or discharge proceedings by the Employer.

The Employer reserves the right to bring any action for a violation of this Article by means of the arbitration provisions of this Agreement and/or by means of any other action permissible by Law.

ARTICLE XVI

PROBATION AND SEPARATION

- A. None of the provisions of this Agreement shall apply to probationary employees. An employee shall be on probation until she/he has served three (3) continuous months of employment. Probationary employees shall not have the privilege of the grievance and arbitration provision of this Agreement.
- B. Secretaries shall make every effort to provide at least two (2) weeks advance notice of their intention to retire or resign from the employment of the School Department.
- C. Employees who continuously fail to report to work without providing a reason acceptable to the Superintendent of Schools or his designee, or who are not on any authorized short or long term leave of absence, must immediately submit a letter of

resignation. If the employee fails to submit such a letter of resignation within a reasonable period of time, but in no case for a period of time longer than thirty (30) days, then she/he shall be deemed by the employer to have resigned.

ARTICLE XVII

SENIORITY

- A. Seniority means an employee's continuous length of service in years, months and days in the Bargaining Unit from her/his initial date of employment (not hiring) by the Employer.
- B. In the event that two or more employees have the same initial date of employment, lots will be drawn to establish the placement on the seniority list.
- C. Seniority shall continue to accrue during any time that an employee is on a paid leave of absence. Seniority will not accrue while an employee is on any unpaid leave of absence.
- D. There shall be a list specifying the seniority of each member of the bargaining unit prepared by the Employer. An updated seniority list will be supplied by the Employer to the Union upon request annually thereafter.
- E. Seniority is not transferable between school systems, different bargaining units, or from other unaffiliated school department positions.

ARTICLE XVIII

REDUCTION IN FORCE

- A. If the Committee, when necessary, exercises its right and responsibility to reduce the number of secretarial positions, then the procedures set forth in this Article will govern the rights of secretaries affected thereby.
- B. The Committee reserves unto itself, in accordance with its responsibilities under the General Laws, the right to determine the structure of and the number of its secretarial positions.
- C. The following definitions will apply to this Article:

Seniority: Seniority means an employee's continuous length of service in years, months and days in the bargaining unit from his/her initial date of employment (not hiring) by the Employer.

Job Classification Groups:

GROUP A – TEN MONTH

Clerical Full-Time (190)
Clerical Part-Time (190)
House Secretary (195)
Main Office Secretary - Elementary (200)
Preschool Secretary (190)
Special Education Clerical Full-Time (190)
Special Education Clerical Part-Time (190)
Special Education Office Secretary (200)
Student Services Secretary (190)
Technical Studies/Financial Secretary (200)

GROUP B – TWELVE MONTH

Athletic Department Secretary (220)
Coordinator Secretary (220)
Data Processing Secretary (220)
Facilities Secretary (230)
Guidance Office Secretary (220)
Main Office Secretary - Secondary (220)
Special Education Office Secretary (220)
Student Services Secretary (220)
Student Support/Technology Services Secretary (220)
Technical Studies Secretary (220)
Technology Repair and Services Secretary (220)

- D. The principle of seniority shall be the general rule in determining which employee(s) within a job classification group, i.e. "A" or within "B", is (are) to be displaced. Displacement shall be in reverse order of length of service within the job classification group. Certain positions within the unit require demonstrated skills, present ability, or previous training in existing professional development programs, or those approved by the Administration; as a result, while the principle of seniority generally determines bumping within a classification, in cases where successful job performance requires demonstrated skills, present ability or previous training, the general rule may not apply.
- E. The displaced employee shall at her/his discretion exercise one of the following options within their job classification group.
1. Accept the layoff and be placed on the recall list.
 2. Displace the least senior person in their job classification group.
- F. A part-time employee reached for layoff may displace only less senior part-time employees using the routine defined in D and E above. Reinstatement shall be in the reverse order of layoff.
- G. Any employee who is being laid off shall be given notification no less than twenty-one (21) days prior to such layoff.

- H. Employees who are laid off shall be placed on a recall list for a period of time equal to their length of service up to a maximum of two (2) years. Notice of vacancies via job postings will be sent to the president of the Association for notification to secretaries.
- I. While members of the bargaining unit continue on layoff, during their recall period they shall be offered, in reverse order of layoff, the first opportunity to return to fill any vacancy in their Job Classification Group.
- J. During the recall period employees shall be notified by certified mail to their address of record with the School Department and must advise the Superintendent of their acceptance of the position being offered within ten (10) days following the date of mailing or five (5) days following receipt of said notice, whichever comes first, or forfeit all recall rights.
- K. The Employer shall not be required to make more than one (1) offer of reemployment during the period that an employee is eligible for recall. Refusal of an equivalent recall position on the part of the employee shall terminate employment.
- L. Upon return, pursuant to the recall provisions of this Article, all rights and benefits that have accrued prior to said layoff shall be restored to the employee.
- M. If permitted by Massachusetts General Laws, Chapter 32B, employees who were eligible to be covered by the Group Health and Life Insurance program while employed may continue such coverage during the recall period by reimbursing the Employer for premium cost. Failure to forward premium payments to the Employer or refusal to return to employment upon recall pursuant to this Article shall terminate this option.

ARTICLE XIX

HEALTH AND SAFETY

The Committee and the Association are committed to maintaining a safe and healthful workplace. Employees who identify health and safety issues should bring them to the attention of their building principal. If the issue remains unresolved after a reasonable period of time, it should be referred to the Superintendent, who will respond in writing within fourteen (14) days. If the employee is still not satisfied, the matter may be brought to the attention of the School Committee. The School Committee or its designee will respond in writing.

ARTICLE XX

CONFIDENTIALITY

All employees are required to maintain confidentiality of information as appropriate. Confidential information includes all information in any form, e.g. written, electronic, oral, overheard or observed, identified as confidential by any law, regulation, School Committee policy or by the Superintendent of Schools. No confidential information shall be disclosed, published, revealed or divulged by a school department employee except as specifically authorized by law, regulation, School Committee policy or by the Superintendent of Schools, or his designee.

Access to confidential information is on a need to know basis; that is, information that is required in order to perform the duties of the employee's job.

ARTICLE XXI

GENERAL

- A. There will be no reprisals of any kind taken against any secretary by reason of her/his membership in the Association or participation in its legal activities.
- B. The Employer and the Association agree to continue their policy of nondiscrimination in compliance with all State and Federal laws as well as all regulations promulgated under those laws.
- C. No secretary will be reprimanded, suspended or dismissed for other than just cause.
- D. The Secretarial employee official job description is attached as Appendix E. The Association will be notified of any changes to the job description. Notification will occur at least five (5) business days prior to the descriptions' submission for approval to the School Committee.
- E. The Association will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.
- F. The Association will have the right to use athletic facilities and equipment at the Nathaniel Morton School without cost one (1) evening each week. The schedule and other related matters will be arranged in advance with the Superintendent of Schools. The Association will pay for custodial services needed for such activities.
- G. Employees covered by this Agreement shall be evaluated at least once every two years using the approved evaluation instrument currently in use. See Appendix F.
- H. Personnel covered by this Agreement who are required to travel in the course of their employment will be reimbursed at the current applicable rate of the Town.
- I. All employees will complete and sign a CORI request form and submit to a CORI check at least every three years as required by M.G.L. Chapter 385 of the Acts of 2002. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted in compliance with the Collective Bargaining Agreement as well as all State and Federal laws and regulations promulgated under those laws.

ARTICLE XXII

SALARY SCHEDULE

2018-19 (FY19)

7 Hour Day					
STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$23,867	\$24,495	\$25,126	\$27,637	\$28,894
2	\$25,350	\$26,020	\$26,687	\$29,357	\$30,688
3	\$26,836	\$27,543	\$28,249	\$31,073	\$32,487
4	\$28,322	\$29,065	\$29,812	\$32,794	\$34,280
5	\$29,806	\$30,591	\$31,374	\$34,514	\$36,079
6	\$31,292	\$32,112	\$32,939	\$36,232	\$37,876
7	\$33,955	\$34,848	\$35,744	\$39,318	\$41,102

8 Hour Rate

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$27,272	\$27,989	\$28,723	\$31,577	\$33,013
2	\$28,977	\$29,739	\$30,502	\$33,552	\$35,078
3	\$30,667	\$31,474	\$32,281	\$35,509	\$37,123
4	\$32,373	\$33,224	\$34,076	\$37,484	\$39,169
5	\$34,062	\$34,958	\$35,855	\$39,440	\$41,234
6	\$35,767	\$36,693	\$37,650	\$41,415	\$43,279
7	\$38,807	\$39,828	\$40,849	\$44,934	\$46,976

Hourly Rate

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$17.95	\$17.95	\$17.95	\$17.95	\$17.95
2	\$19.06	\$19.06	\$19.06	\$19.06	\$19.06
3	\$20.18	\$20.18	\$20.18	\$20.18	\$20.18
4	\$21.29	\$21.29	\$21.29	\$21.29	\$21.29
5	\$22.41	\$22.41	\$22.41	\$22.41	\$22.41
6	\$23.53	\$23.53	\$23.53	\$23.53	\$23.53
7	\$25.53	\$25.53	\$25.53	\$25.53	\$25.53

2019-20 (FY20)

7 Hours Per Day

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$24,344	\$24,985	\$25,629	\$28,190	\$29,472
2	\$25,857	\$26,540	\$27,221	\$29,944	\$31,302
3	\$27,373	\$28,094	\$28,814	\$31,694	\$33,137
4	\$28,888	\$29,646	\$30,408	\$33,450	\$34,966
5	\$30,402	\$31,203	\$32,001	\$35,204	\$36,801
6	\$31,918	\$32,754	\$33,598	\$36,957	\$38,634
7	\$34,634	\$35,545	\$36,459	\$40,104	\$41,924

8 Hours Per Day

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$27,817	\$28,549	\$29,297	\$32,209	\$33,673
2	\$29,557	\$30,334	\$31,112	\$34,223	\$35,780
3	\$31,280	\$32,103	\$32,927	\$36,219	\$37,865
4	\$33,020	\$33,888	\$34,758	\$38,234	\$39,952
5	\$34,743	\$35,657	\$36,572	\$40,229	\$42,059
6	\$36,482	\$37,427	\$38,403	\$42,243	\$44,145
7	\$39,583	\$40,625	\$41,666	\$45,833	\$47,916

Hourly Rate

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$18.31	\$18.31	\$18.31	\$18.31	\$18.31
2	\$19.44	\$19.44	\$19.44	\$19.44	\$19.44
3	\$20.58	\$20.58	\$20.58	\$20.58	\$20.58
4	\$21.72	\$21.72	\$21.72	\$21.72	\$21.72
5	\$22.86	\$22.86	\$22.86	\$22.86	\$22.86
6	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
7	\$26.04	\$26.04	\$26.04	\$26.04	\$26.04

2020-21 (FY21)

7 Hours Per Day

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$24,831	\$25,485	\$26,142	\$28,754	\$30,061
2	\$26,374	\$27,071	\$27,765	\$30,543	\$31,928
3	\$27,920	\$28,656	\$29,390	\$32,328	\$33,800
4	\$29,466	\$30,239	\$31,016	\$34,119	\$35,665
5	\$31,010	\$31,827	\$32,641	\$35,908	\$37,537
6	\$32,556	\$33,409	\$34,270	\$37,696	\$39,407
7	\$35,327	\$36,256	\$37,188	\$40,906	\$42,762

8 Hours Per Day

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$28,373	\$29,120	\$29,883	\$32,853	\$34,346
2	\$30,148	\$30,941	\$31,734	\$34,907	\$36,496
3	\$31,906	\$32,745	\$33,586	\$36,943	\$38,622
4	\$33,680	\$34,566	\$35,453	\$38,999	\$40,751
5	\$35,438	\$36,370	\$37,303	\$41,034	\$42,900
6	\$37,212	\$38,176	\$39,171	\$43,088	\$45,028
7	\$40,375	\$41,438	\$42,499	\$46,750	\$48,874

Hourly Rate

STEPS	190 DAY	195 DAY	200 DAY	220 DAY	230 DAY
1	\$18.67	\$18.67	\$18.67	\$18.67	\$18.67
2	\$19.83	\$19.83	\$19.83	\$19.83	\$19.83
3	\$20.99	\$20.99	\$20.99	\$20.99	\$20.99
4	\$22.15	\$22.15	\$22.15	\$22.15	\$22.15
5	\$23.32	\$23.32	\$23.32	\$23.32	\$23.32
6	\$24.48	\$24.48	\$24.48	\$24.48	\$24.48
7	\$26.56	\$26.56	\$26.56	\$26.56	\$26.56

PROVISIONS WHICH ACCOMPANY THIS SALARY SCHEDULE:

Step increases occur on July 1 for employees who have worked fifty percent (50%) or more of the number of workdays during the previous fiscal year (July 1 through June 30). Day shall mean a seven (7) hour day, excluding lunch.

Extra Duty Stipend	School	Stipend
Student Activities Treasurer	High School	\$4,000.00
Student Activities Treasurer	Intermediate School	\$2,000.00
Student Activities Treasurer	Elementary School	\$1,250.00

The Student Activities Treasurer positions will be filled by applicants from the Educational Secretary unit first. If no members from the Educational Secretary unit apply for the position(s), members from other units may apply and be appointed.

This stipend will be annualized and included in a member's bi-weekly pay check in equal amounts.

ARTICLE XXIII

HOLIDAYS

Members of Group A & B will receive paid holidays as follows, commencing in the school year beginning July 1, 2016:

Holiday Days	
All Members	2 days

Holiday pay will be annualized and included in a member's bi-weekly pay check in equal amounts.

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT

The district will provide annual professional development to all members of this unit in order to keep their skills current. Attendance will be voluntary unless the activity is identified by the Administration necessary for a particular position. School Administration will also seek input from the unit as to what training would be beneficial for them to receive.

A Professional Development Committee consisting of three (3) members chosen by the Association and representative(s) from Administration will meet every year by the end of April to discuss professional development training for the next year of the contract. The final decision on professional development training shall be made by the Superintendent. Professional development training shall take place during regular work hours.

ARTICLE XXV

VACATIONS

All ten month (Group A) secretaries shall receive two paid vacation days each contract year to be taken during their scheduled work year.


All twelve month (Group B) secretaries shall receive three paid vacation days each contract year to be taken during their scheduled work year.

ARTICLE XXVI

DURATION

The provisions of this agreement will be effective as of July 1, 2018 and will continue through June 30, 2021.

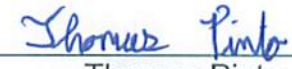
IN WITNESS HEREOF, the duly authorized representatives of the Parties hereby affirm their agreement.



Dr. Gary E. Maestas
Superintendent of Schools
For the Plymouth School Committee

4.30.2019

Date



Thomas Pinto
President, EAPC
For the Association

4-30-19

Date

Appendix A

Additional Pay Form

TO:	PLYMOUTH PUBLIC SCHOOLS ADMINISTRATION BUILDING	ATTENTION: PAYROLL DEPARTMENT
FROM:		
SCHOOL:		
DATE:		

Date of Activity:	
Activity:	

[illegible]

ORG. #		COPY TO PAYROLL ON (DATE):		
OBJ. #			JOANNE (SECONDARY)	
Project #			DONNA (ELEMENTARY)	
Approved By:				
Date:				

Appendix B

5.11

PLYMOUTH PUBLIC SCHOOLS

DRUG-FREE WORKPLACE ACT

The Plymouth Public Schools have recognized the importance of maintaining a workplace which is drug- and alcohol-free to enhance the welfare of employees and students. The federal law, the Drug-Free Workplace Act of 1988 requires the Plymouth Public Schools to certify that they maintain a drug-free workplace as a condition of receiving federal grants and contracts. The requirements of this law give the Plymouth Public Schools the opportunity to reaffirm the following policy and their commitment to a workplace free of drugs and alcohol.

It is the policy of the Plymouth Public Schools to maintain an alcohol-free and drug-free workplace. The unlawful manufacture, distribution, dispensation, possession or use of controlled substances or alcohol is prohibited while on duty or on school department property. Any violations of this policy will be grounds for disciplinary action up to and including immediate suspension and dismissal.

It is a condition of employment that each employee abide by this policy and notify the Superintendent of Schools of any violation of this Drug-Free Workplace policy within five (5) days. The Plymouth Public Schools have an obligation to notify the appropriate federal agency within ten (10) days of receiving such a notice of conviction. The Superintendent of Schools will take disciplinary action up to and including a recommendation to the School Committee that the employee be dismissed from employment.

Leg.Ref.: US Code Title 41, Chapter 10

Information:	<u>April 9, 1990</u>	<u>Elementary</u>	Revision:	<u>Nov. 7, 1994</u>	Revision:	<u>Oct. 4, 2004</u>
Information:	<u>April 10, 1990</u>	<u>Regional</u>	Information:	<u>Dec. 19, 1994</u>	Discussion:	<u>Oct. 4, 2004</u>
Discussion:	<u>April 17, 1990</u>	<u>Joint</u>	Discussion:	<u>Feb. 6, 1995</u>	Discussion:	<u>Aug. 21, 2006</u>
Approval:	<u>April 17, 1990</u>	<u>Joint</u>	Approval:	<u>Feb. 6, 1995</u>	Approval:	<u>Aug. 21, 2006</u>
<u>Review:</u>			<u>Revision:</u>			
Information:	<u>Feb. 7, 2011</u>		Information:	<u>Nov. 3, 2014</u>		
Discussion:	<u>Feb. 7, 2011</u>		Discussion:	<u>Nov. 3, 2014</u>		
Approval:	<u>Feb. 7, 2011</u>		Approval:	<u>Nov. 3, 2014</u>		

APPENDIX C

Grievance Form

EAPC

Education Association of Plymouth and Carver

GRIEVANCE PROCESSING FORM Level I

Grievant:

Date:

Date of Occurrence:

Nature of Grievance:

Remedy Sought:

Contract Violations, Article or Articles: The employer has violated the Collective Bargaining Agreement between the Plymouth School Committee and The Education Association of Plymouth and Carver, generally and specifically, but not limited to:

Article # _____ Section # _____ page # _____

Name of Immediate Supervisor:

School:

Date of Level 2 Hearing:

Result of Level 2 Hearing:

Date of Level 3 Hearing:

Result of Level 3 Hearing:

Signature of Grievant

Signature of Representative

Date of Level 1 Hearing:

Result of Level 1 Hearing:

Date of Level 2 Hearing:

Result of Level 2 Hearing:

Date of Level 3 Hearing:

Result of Level 3 Hearing:

APPENDIX D

Course Reimbursement Form



COURSE APPROVAL/REIMBURSEMENT APPLICATION

- APPROVAL IN ADVANCE** is required using this form.
- Course substitution approval should be made **PRIOR TO TAKING THE COURSE**.
- A **STATEMENT** describing how each course will improve your performance in your particular assignment, or how it is beneficial to the school district as a whole, must accompany each course request.
- Reimbursement as per current employees' agreement with the Plymouth School Committee for tuition and fees: no travel, room/board, books or materials are to be included.
- Maximum reimbursement per fiscal year (July 1 – June 30) per current employees' agreement with the Plymouth School Committee.
- The School Department will reimburse up to three (3) graduate courses of up to four (4) semester hours each that are satisfactorily completed per fiscal year.

A Purchase Order for the fiscal year must accompany your first application.

Name:	School:	Assignment:
-------	---------	-------------

Purchase Order #:	Statement <small>(Briefly describe how this course will improve your performance in your particular assignment, or how it is beneficial to the school district as a whole.)</small>
Course Title:	
College:	
No. of Course Credits:	
Course begins:	
Course ends:	
Assessed Cost:	

Principal's Approval:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature: _____	Date: _____
-----------------------	------------------------------	-----------------------------	------------------	-------------

REIMBURSEMENT REQUEST – Upon Completion of Course			
Employee Signature: _____	Date: _____		
Actual Cost of Tuition & Fees: _____	Reimbursement Amount: <small>(% per current contract agreement)</small>		
Approved by (print name): _____	Signature: _____	Date: _____	

1. Copy of Course Grade Report or Transcript.
2. Proof of Payment (Credit Card Statement; receipt from College within 30 days of the end of the course.)
3. Official Transcript required within 90 days of completion of the course.

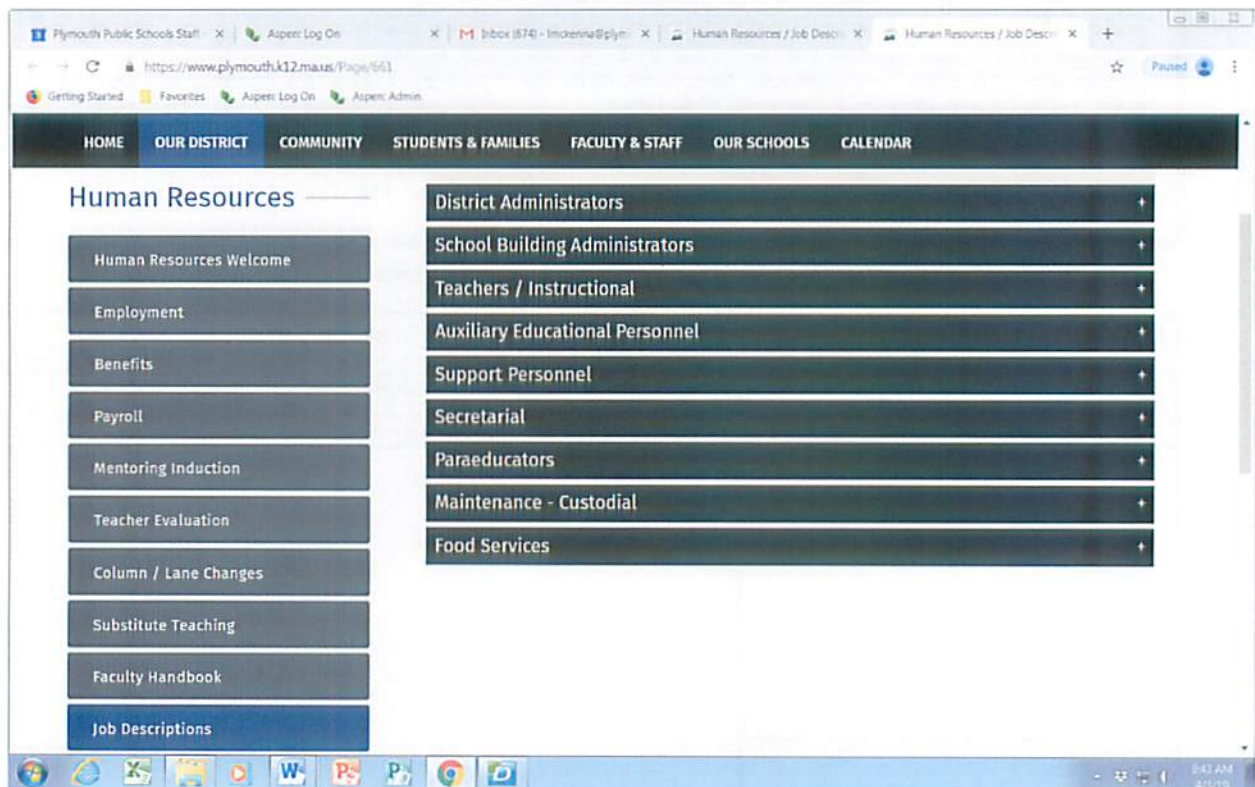
H:\Forms\Course Approval-Reimbursement

APPENDIX E

Job Description

Plymouth Public School job descriptions can be found on the District website

<https://www.plymouth.k12.ma.us/Page/661>



APPENDIX F

Secretary Evaluation

Plymouth's secretarial evaluation process shall focus on improving the quality of secretarial services, performance, and professional growth. It should be a positive and continuing process requiring considerable time, effort and openness by both secretary and evaluator(s) – positive by helping people to become better secretaries and continuous by occurring throughout the entire school year.

Successful evaluation can best be accomplished when an evaluator has established a strong rapport with his/her secretary(ies). Above all, evaluators should be honest and open with their secretary. If concerns exist, they should be communicated along with logical and suggested measures for improvement.

Process

- All evaluations should be completed by June 30 of that school year
- A pre-evaluation conference can occur if requested by either party
- The evaluation should be discussed with the educational secretary in a post-evaluation conference
- Educational secretaries in the Central Administration Office will be evaluated by their immediate Supervisor
- Educational secretaries at the schools will be evaluated by the Principal or his/her designee

The Rating Scale

EXCELLENT

Frequently exceeds established standards or objectives.
Often demonstrates initiative and creativity.
Performs at a consistently high level.

SATISFACTORY

Generally meets and occasionally exceeds established standards or objectives. Performs reliably and requires only normal supervision and follow-up.

NEEDS IMPROVEMENT

Performs somewhat below the completely satisfactory level. Does not fully meet established standards or objectives, and often requires close supervision and corrective action.

UNSATISFACTORY

Performs at an unacceptable level; poor performance adversely affects the department's operations and/or other employees. Does not meet objectives or fulfill job responsibilities.
NOTE: This rating should only be used in those cases where efforts to develop the employee have been made and have proved unsuccessful.

NO BASIS FOR EVALUATION

Insufficient information to properly evaluate the employee at this time, or not pertinent to the position being evaluated.

WORK HABITS

- A. Is regular in attendance at work
- B. Observes established working hours
- C. Carries out tasks in an orderly and diligent manner
- D. Demonstrates ability to work without immediate supervision
- E. Complies with instructions, rules and regulations, including health and safety precautions (if applicable)

SUMMARY OF WORK HABITS

Excellent	Satisfactory	Needs Improvement	Unsatisfactory	No basis for Evaluation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WORK ATTITUDES:

- A. Endeavors to improve work techniques
- B. Flexible to new ideas and procedures
- C. Open to constructive criticism and suggestions
- D. Demonstrates interest in work
- E. Acts with good judgment
- F. Demonstrates initiative
- G. Is adaptable to emergencies and new situations

SUMMARY OF WORK ATTITUDES

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RELATIONSHIPS WITH OTHERS (Internal)

- A. Works well with co-workers
- B. Cooperates with administrators; keeps them informed as necessary
- C. Observes established channels of communication
- D. Assists with problem solving within the area of assignment

SUMMARY OF RELATIONSHIPS WITH OTHERS (Internal)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RELATIONSHIP WITH OTHERS (External)

- A. Demonstrates courtesy and responsiveness with the public in person and/or on the telephone
- B. Is helpful to callers, endeavoring to solve problems, where possible
- C. Handles difficult situations in a tactful way
- D. Clearly explains department procedures, policies, and/or regulation when such information is requested

SUMMARY OF RELATIONSHIPS WITH OTHERS(External)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OVERALL EMPLOYEE EVALUATION

☐ Excellent ☐ Satisfactory ☐ Needs ☐ Unsatisfactory ☐ No
Basis for Improvement Evaluation

EVALUATOR'S COMMENTS

(If additional space for evaluator's comments relative to employee's performance, such as recommendations for improvement, commendations, etc. is needed, please use additional sheets of paper.)

Click here to type your comments

EMPLOYEE'S COMMENTS:

All employees will meet with the evaluator to discuss the evaluation and recommendations. Any comments that an employee wishes to make to this performance evaluation please make here; use additional sheets if needed.

APPROVALS**EMPLOYEE:**

I have received a copy of this evaluation report and it has been explained to me, and I have had an opportunity to provide input or comments relative to it.

Employee signature

Date**ADMINISTRATOR:**

This employee performance evaluation approved as complete in accordance with applicable procedures.

Administrator's signature

Date

APPENDIX G

SIDE LETTER OF AGREEMENT

This side letter of agreement between the Plymouth School Committee (PSC) and Education Association of Plymouth and Carver (EAPC)(Educational Secretaries)(Parties) is executed simultaneously with the Memorandum of Agreement ("MOA") between such parties with respect to a successor collective bargaining agreement for July 1, 2018 to June 30, 2021.

The parties agree as follows:

A. The Plymouth School Committee (PSC) and the Education Association of Plymouth and Carver (EAPC)(Educational Secretaries) hereby agree that the following provisions contained in the above-referenced MOA shall become effective only upon the ratification of such terms by the Plymouth Paraeducators Bargaining Unit membership:

1. Effective July 1, 2019, the following positions are excluded from the Paraeducators bargaining unit and included in the Educational Secretaries bargaining unit as Group A (190-day) positions:

- PNHS special education clerical FT (1)
- PSHS special education clerical FT (1)
- PSMS special education clerical FT (1)
- PCIS special education clerical FT (1)
- Elementary special education clerical PT (4)
- PCIS clerical FT (1)
- PNHS clerical FT (1)
- PNHS clerical PT (1)

2. The following individuals (identified by date of hire), provided they occupy these positions as of July 1, 2019, shall be placed on the educational secretary schedule as follows (prorated for part-time), as of July 1, 2019:

Employee Hire Date	Position	Secretarial Hours	Secretarial Step
9/3/1997	full time clerical	7.0	3
9/3/1997	full time clerical	7.0	3
11/26/2006	full time clerical	7.0	3
9/7/2010	full time clerical	7.0	3
11/7/2011	full time clerical	7.0	3
5/21/2012	full time clerical	7.0	3
1/6/2003	part time clerical	3.95	3
12/11/2006	part time clerical	3.95	3
11/26/2007	part time clerical	3.95	3
1/3/2018	part time clerical	3.95	2
10/17/2018	part time clerical	3.95	2

3. The above listed individuals shall be placed as a group at the bottom of the Educational Secretary seniority list as of July 1, 2019, and the order of seniority among them shall be in accordance with their seniority within the Paraeducators bargaining unit as of June 30, 2019.

4. There shall be no posting requirement for the assignment of the above-listed individuals to the above-listed positions.

5. All of the above-listed individuals being transferred who have satisfied the paraprofessional probationary period will be deemed to have satisfied the Educational Secretaries probationary period.
 6. Accumulated special leave days for each of the above-listed transferred individual as of June 30, 2019 will be converted to accumulated sick days.
 7. Effective July 1, 2019, each of the above-listed employees will be placed on the longevity step corresponding to the dollar amount, without being reduced, of his/her longevity in his/her Paraeducator position that they would have occupied as a Paraeducator as of July 1, 2019 (pro-rated for part-time).
- B. In the event the above-referenced provisions are not ratified by the Paraeducators Bargaining Unit Membership, they shall be null and void and shall be considered to be stricken from the above referenced MOA. In such event, the clerical positions listed above shall remain included in the Paraeducator bargaining unit.

Plymouth School Committee,

EAPC (Educational Secretaries),

By:

By:

Date: _____

Date: _____