

AGREEMENT

BETWEEN

PLAINVILLE SCHOOL COMMITTEE

AND

**UNITED STEELWORKERS, AFL-CIO-CLC
ON BEHALF OF
LOCAL 9517-6 (SECRETARIES)**

JULY 1, 2022 TO JUNE 30, 2025

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2022 by and between the School Committee of the Town of Plainville, Massachusetts, hereinafter referred to as the "Committee", and the United Steelworkers, AFL-CIO-CLC, hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, the Committee and the Union entered into a collective bargaining Agreement dated July 1, 2019 with respect to the wages, hours, and other conditions of employment of the Plainville School Secretaries represented by the Union; and

WHEREAS, said Agreement terminated on June 30, 2022 and the Committee and the Union desire to enter into a new Agreement with respect to the wages, hours, and other conditions of employment of said employees.

NOW, THEREFORE, it is mutually agreed between the Committee and the Union as follows:

ARTICLE I - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, rates of pay, and other working conditions of employment, and the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Union, as the exclusive bargaining agent and representative of a bargaining unit consisting of all regular Plainville School Secretaries and the Jackson School receptionist/Security Assistant, excluding the confidential employees in the Superintendent's office.

Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

ARTICLE II - MANAGEMENT RIGHTS

Section 1 The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement,

exercise the same at its discretion without any such exercise being made the subject of a grievance proceeding thereunder. The Superintendent of Schools, hereinafter referred to as the Superintendent, shall serve as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

Section 2 The management of the business and affairs of the Committee, the operation of the schools and the direction of the working forces are vested exclusively in the Committee and the Superintendent.

ARTICLE III - NEGOTIATION PROCEDURE

For the purposes of collective bargaining, the Committee and the Union and/or their designated representatives shall meet at reasonable times and shall confer in good faith with respect to wages, hours, and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and shall execute a written contract incorporating and agreement reached. At such meetings both parties shall provide relevant data, exchange points of view, and make proposals and counter-proposals.

ARTICLE IV - DURATION

This Agreement shall take effect on July 1, 2022, and shall continue in effect to and including June 30, 2025, and shall thereafter automatically renew itself for successive terms of one (1) year, unless by the October first prior to the expiration of the contract year involved, either the Committee or the Union shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Union will meet promptly to begin negotiations.

ARTICLE V - NO STRIKES

Section 1 A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her abstinence in whole or in part, from the performance of the duties of employment as established by this agreement or as established in a collective bargaining Agreement between the Committee and the Union expiring immediately preceding the alleged strike.

Section 2 The Union and any said employee shall not engage in a strike, and no said employee or the Union shall induce, encourage or condone any strike, work stoppage, slow-down or withholding of services by any such employee.

ARTICLE VI - PROBATIONARY PERIOD

The first 6 months of continuous employment of an employee shall constitute his/her probationary period. No transfer, layoff, suspension, discipline or discharge of an employee during his/her probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding thereunder. The employee shall receive a written evaluation by the immediate supervisor 90 calendar days prior to the expiration of the probationary period.

ARTICLE VII - WORKYEAR

Section 1 The regular work year for Principal's secretaries (200 days) shall be as follows:

- The two full weeks preceding the opening of school (10 days)
- The regular teacher school calendar which includes the day(s) before school minus the third and fourth in-service days for a total of 182 days.
- The eight (8) workdays following the close of school unless otherwise agreed to between the superintendent, supervisor and employee.
- Adjustments to the work year, as defined above, may be made as long as those changes are agreeable to the superintendent, supervisor and employee and do not result in the number of work days exceeding 200 for the contract year.

Section 2 The regular work year for the Special Education Department Secretary (210 days) shall be as follows:

- The two full weeks preceding the opening of school (10 days)
- The regular teacher school calendar which includes the day(s) before school minus the third and fourth in-service days for a total of 182 days.
- The eight (8) workdays following the close of school unless otherwise agreed to between the superintendent, supervisor and employee.

- Ten (10) workdays during vacation periods agreeable to the superintendent, supervisor and employee.
- Adjustments to the work year, as defined above, may be made as long as those changes are agreeable to the superintendent, supervisor and employee and do not result in the number of work days exceeding 210 for the contract year.

Section 3 The regular work year for the School's Receptionist/Security Assistant shall be as follows:

- 184 Days—180 school days, and four (4) days before school begins

ARTICLE VIII - HOURS OF WORK

Section 1 The regular workweek for members shall be as follows:

Principal's Secretaries forty (40) hours per week scheduled over five (5) workdays of eight (8) hours, Monday through Friday.

Special Education Department Secretary - forty (40) hours per week scheduled over five (5) workdays of eight (8) hours, Monday through Friday.

School's Receptionist/Security Assistant –thirty-two and one half hours per week scheduled over five (5) workdays of six and one half (6.5) hours, Monday through Friday.

Section 2 All members will have a one-half hour duty free lunch period with pay. Lunch periods will be staggered so that the main school office will be covered at all times by school personnel. The immediate supervisor will coordinate this.

Section 3 All members will have a ten (10) minute break in the morning and in the afternoon. These rest periods are a part of the work day. They will be taken in appropriate existing lounge areas. Breaks will be staggered so that the office will be covered at all times by school personnel. The building principal will coordinate this.

Section 4 The starting and ending times of the daily work schedules of said employees shall be determined and fixed by the Superintendent. The regular hours of work each day shall be consecutive. All schedules of hours as stipulated in Section 1 shall continue to be effective and shall not be changed by the Superintendent without reasonable notice thereof to the employees affected thereby.

Section 5 The regular work week and regular workday described in this Article shall not be deemed a guarantee by the Superintendent that any particular number of hours

of work will be available nor in any way limit or restrict the right of the Superintendent to schedule overtime work.

Section 6 Members who are employed in positions which have a work year consisting of less than twelve (12) months, shall not be expected to report for duty on days when school is canceled because of weather or other unforeseen conditions. Workdays on which school is canceled because of weather or other unforeseen conditions shall not be made up unless it is necessary to make up any such days in order to meet the minimum number of days that pupils are required by law to attend school or to reschedule a scheduled professional development day.

After arriving at school and school is canceled for any unforeseen conditions or inclement weather, all members will be dismissed immediately after the students to assure their safety. Members shall be paid at their regular rate of pay for the entire school day.

Section 7 In the event that classes are canceled (in-service days), all secretaries will work their regular workday.

ARTICLE IX - OVERTIME AND CALL-BACK PAY

Section 1 In the event an employee is required to work in excess of their regular workweek hours or in excess of their regular workday hours as stipulated in Article VII above, he/she shall be paid for such work at the rate of one and one-half times his/her regular hourly rate of pay. Hours worked for the purpose of computing overtime shall include all hours for which an employee receives holiday pay in accordance with the provisions of Article IX this Agreement.

Section 2 In the event an employee is called back to duty after he/she has completed his/her regular tour of duty and left his/her place of employment and before the beginning of his/her next regular workday, or in the event an employee is called back to duty on a scheduled day off, he/she shall be provided with not less than four (4) hours of work or four (4) hours of pay at one and one-half times his/her regular hourly rate of pay.

Section 3 All overtime work must be approved in advance by the Superintendent or his designee.

ARTICLE X - WAGES

Section 1 The compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof.

ARTICLE XI - LONGEVITY

Section 1 The following additional sum shall be added in the applicable contract year to the base salary of each member not working a 12-month contract, who has completed ten (10) full school years or more of service within the Plainville School System as a member. In order to be considered a complete year, the employee must be in pay status a minimum of one hundred (100) work days.

| <u>Service</u> | <u>Sum</u> |
|----------------|------------|
| 10 Years | \$500.00 |
| 15 Years | \$550.00 |
| 20 Years | \$600.00 |
| 25 Years | \$650.00 |
| 30 Years | \$700.00 |

ARTICLE XII - SENIORITY, LAYOFFS, VACANCIES AND PROMOTIONS

Section 1 Seniority shall be defined as continuous length of service to the Committee in the position as a secretary or as the Jackson School Receptionist/Security Assistant and shall be calculated at the completion of the employee's probationary period retroactive to the first day of current employment by the Superintendent.

Section 2 When employees are laid off, layoffs shall occur within classifications the junior employee in each classification being the first to be laid off, provided that the Superintendent may retain a junior employee over a senior employee, if in the judgment of the superintendent the performance and/or qualifications of the junior employee are demonstrably superior to those of the senior employee. Such decisions shall not be made in an arbitrary and capricious manner.

Section 3 Whenever a member's position is newly created or becomes vacant, a written notice thereof shall be posted for at least five (5) work days on the staff bulletin

board in each school building. The general qualifications for said position and the rate of compensation shall be clearly set forth. The Superintendent shall fill such openings with the candidate who in his/her judgment is superior in qualifications for the position giving due weight to the quality and length of service of current School Department employees.

ARTICLE XIII - SUMMER WORK

During summer vacation, before the Superintendent hires any part-time or temporary employees to perform clerical duties, the Superintendent will first notify all members who work less than a full calendar year of this part-time or temporary vacancy, and said members will be given an opportunity to fill such vacancy, if they so desire. However, salary is payable at the rate of compensation advertised.

Also the members who work less than a full calendar year shall have the option to refuse said vacancy, if they so desire, without prejudice to their regular recall to their position after summer vacation.

ARTICLE XIV - HOLIDAYS

Section 1 The following days shall be considered paid holidays for 12-month employees when they occur during their normal workweek: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, and Christmas Day.

Regularly employed employees who work less than a 12-month contract shall be paid for those holidays, which occur during their normal work year up to a maximum of ten (10) in any one calendar year.

On the day before Thanksgiving, work will end for all members one hour after school dismissal.

Section 2 To be eligible for holiday pay, an employee must be in a pay status on his/her scheduled workday immediately before and his/her scheduled workday immediately after the holiday.

ARTICLE XV- SICK LEAVE

A. Sick Leave

Section 1 Sick leave with pay will be granted in accordance with the provisions of this Article to each employee who is incapacitated for the performance of his duties by illness or injury.

Section 2 The Principal's Secretary(s) and the Special Education Department Secretary shall be entitled to 14 sick days a year. The School Receptionist/Security Assistant shall be entitled to 12 sick days a year. Sick leave shall be cumulative from one year to the next not to exceed one hundred twenty-five (125) days for the duration of the contract.

Section 3 A physicians' certificate shall be required after five (5) consecutive days of absence and at the discretion of the Superintendent a physician's certificate may be required after twelve cumulative days of absence during any sixty (60) calendar day period. Said physician's certificate shall state that the employee is incapacitated in accordance with Section 1 and shall provide a diagnosis and estimated recovery time. The Superintendent may request that the employee be examined by a physician of his/her choosing if the physician's certificate, referred to above, indicates that the employee is expected to be incapacitated for an additional thirty (30) cumulative days.

Section 4 The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

B. Sick Leave Bank

Section 1 Effective July 1, 2003, a Sick Leave Bank will be established for use by members whose sick leave accumulations have been exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

Section 2 Each member of the bargaining unit will deposit one (1) day in the sick bank from accumulated sick time each year of the contract. This will be matched by the School Committee. If at any time the Sick Leave Bank falls below sixty-one (61) days, each bargaining unit member will deposit one (1) additional day from their accumulated sick time at that time, and this will be matched by the School Committee.

Section 3 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members. They are the Superintendent of Schools, a member of the bargaining unit designated by the bargaining unit, and a member of the School Committee.

Section 4 Application for benefits shall be made in writing to the Sick Leave Bank Committee through the Superintendent's office accompanied by a doctor's certificate as to the need for recovery time for the illness. This certificate shall provide a diagnosis and estimated recovery time. To facilitate its decision-making process in deciding whether to grant sick leave days beyond the initial twenty (20) day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume the costs of such an examination.

Section 5 The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Bargaining unit members shall not become eligible for more than an initial grant of twenty (20) days in any school year until the September 1st following the completion of three (3) consecutive years of employment.

Section 6 The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal, or to the grievance and arbitration process.

Section 7 Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other bargaining unit members.

ARTICLE XVI - VACATIONS

Section 1 Members working less than twelve (12) months shall be entitled to vacation time.

| After | Principal's Secretary and Special Education Department Secretary | School Receptionist/ Security Assistant |
|----------|--|--|
| 6 months | 3 days | 3 days |
| 1 Year | 10 days | 10 days |
| 5 Years | 15 days | 15 days |
| 10 Years | 20 days | 20 days |

| | | |
|----------|---------|---------|
| 20 Years | 25 days | 25 days |
|----------|---------|---------|

Section 2 All members shall take no more than 50% of vacation time during the school year, the remainder of the vacation time (50%) must be used during the school year vacation periods or school summer vacation. Employees who have greater continuous length of service shall be given preference for selection of vacation periods, subject to work scheduled by the supervisor and with the approval of the Superintendent. Members may take vacation time as pay, provided notification in writing is given to the Superintendent by April 1, each year of the contract.

ARTICLE XVII - FUNERAL LEAVE

Section 1 Employees shall be granted leaves of absence, without loss of pay, for periods not in excess of five (5) days for the purpose of bereavement attendance and funeral services in case of death in their immediate family. Immediate family shall include spouse, domestic partner, child, adopted child, parent, brother, sister, stepchildren, stepparent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

Section 2 Each employee shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of death of the employee's aunt, uncle, niece, nephew, brother-in-law or sister-in law.

Section 3 The Superintendent shall have the discretion to establish a number of days in extenuating circumstances; the Superintendent may extend such leave. Said decision is not subject to grievance and arbitration procedure. Said funeral leave shall not accrue from year to year.

ARTICLE XVIII - PERSONAL LEAVE

All unit members shall be entitled to a total of three (3) days personal leave per year. A request for approval of a personal day shall be filed in writing on an approved form with the Superintendent not later than ten (10) working days prior to the requested leave. This may be waived by the Superintendent if there are extenuating circumstances. Personal days shall not accumulate from year-to-year; however, any unused day(s) may be added to the number of accumulated sick days.

Personal leave may be used for the following purposes to the extent indicated.

Section 1 Urgent family or business obligations – usually not more than one day. Request for such leave must be made to the Superintendent. The secretary making the request need not disclose the specific nature of the urgent family or business obligation.

Section 2 The personal day(s) provided for shall not be requested and need not be granted on the day immediately before or after a vacation period or holiday unless there are extenuating circumstances and the Superintendent has approved the personal day.

ARTICLE XIX – MATERNITY LEAVE

Employees shall be entitled to an unpaid leave of absence for purposes of maternity leave of up to but not more than twelve (12) weeks. Time available for maternity leave pursuant to statute, including Mass. Gen. L. Ch. 149, S105D and the Family Medical Leave Act (FMLA), shall be included within the unpaid leave of absence for purposes of maternity leave and under no circumstances shall they extend the time available to an employee. Employees may utilize accrued sick leave during the period of the leave provided that they supply the Superintendent with a doctor's note stating that they are disabled as a result of childbirth. The Association acknowledges that the Association and the Committee are subject to the provisions of the FMLA and that the FMLA shall not increase or decrease the length of leave available to eligible employees under this section. This section shall not be subject to the parties' grievance and arbitration procedure.

Maternity leave shall also be granted for adoptive parents.

ARTICLE XX - JURY DUTY

Section 1 In the event an employee is required to report for jury duty in any state or federal court, he shall receive his regular weekly pay, less any amount received for such jury duty. In no event shall the Superintendent be obligated to pay such employee in the event that pay for jury duty exceeds his regular weekly pay. Such employee shall make an accounting at the Superintendent's request.

Section 2 Such employee shall, if released during normal working hours, making allowance for reasonable travel time, report for work for the remainder of the regular workday without additional compensation.

Section 3 Such employee shall present to the Superintendent a certificate or other satisfactory evidence of time spent in such jury service, if such certificate is obtainable from the court.

ARTICLE XXI - PROFESSIONAL DEVELOPMENT

Section 1 The Superintendent, from time to time, may require employees to attend specific educational workshops, conferences or courses on behalf of the Plainville Public Schools. In such cases, the Superintendent shall reimburse the employee in the amount of 100 percent of the tuition charge and book charges upon satisfactory completion of said educational workshop, conference or course.

If said educational workshop, conference or course is a distance of fifty (50) or more miles, the Committee will provide overnight accommodations for the employee subject to the Superintendent's approval.

Section 2 An employee may request to take a particular course/workshop that is applicable to his/her position, subject to the Superintendent's approval. Reimbursement is not to exceed \$500 (\$200 of which will be used for technology) per employee per year and is contingent upon successful completion of course/workshop.

The Superintendent may, without being under any obligation to do so, and in his/her sole discretion, upon recommendation by the Superintendent, pay the reasonable expenses incurred by secretaries who attend workshops, seminars, conferences, or other professional improvement sessions. Such expense shall include tuition, books, meals, and transportation incurred by the secretaries.

ARTICLE XXII - GROUP HEALTH AND LIFE INSURANCE

Section 1 The group health insurance, including the services of health maintenance organizations, and group life insurance provided by the Town of Plainville for its employees shall be available to employees of the Committee who advise the Superintendent in writing that they desire to participate in such insurance programs.

Section 2 If, during the duration of this Agreement, the Town of Plainville shall increase the percentage of the premiums the Town now pays for such group health and group life insurance and/or shall increase the amount of group life insurance made available to employees and/or shall make a dental insurance plan available to its employees, such increases and/or dental insurance plan shall be passed on to employees of this bargaining unit without the requirement of any further collective bargaining.

Section 3 The Committee shall pay the administrative costs of a group dental plan which may be subscribed to by employees and which is financed without any participation by the Town.

Section 4 Employees shall be entitled to participate fully in any “Flex Plans”, “Cafeteria Plans”, or equivalent plans established by the Town of Plainville. Should the aforesaid provision be extended by the Town of Plainville to the costs of medical expenses and dependent child care expense, the same shall be passed on to employees of this bargaining unit without the requirement of any further collective bargaining.

ARTICLE XXIII - USE OF BULLETIN BOARD

The Superintendent shall allow reasonable use of the Bulletin Boards.

ARTICLE XXIV - UNION MEMBERSHIP DUES CHECK OFF

Section 1 The form used to authorize deductions for Union dues from wages paid to employees shall be Check-Off Authorization for United Steelworkers of America, Form No. R-115.

Section 2 The Superintendent shall make monthly payroll deductions from the earned wages of each employee who is a member of the Union upon the written authorization of such employee. Deductions shall be made for the Union’s initiation fee, assessments and dues as notified by the union. Union dues will commence after one month (30 days) of employment. The Superintendent shall remit the monies collected within ten (10) days to the Secretary-Treasurer, United Steelworkers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, Pennsylvania 15222. The Superintendent shall execute monthly in triplicate USWA Summary of Union Dues form and lists, along with the dues check-off list. The original of such form and lists shall be forwarded, along with the monies collected, to Pittsburgh. The Superintendent shall forward copies of each of the above to the Sub-District Office and to the Local Union.

Section 3 The Union shall indemnify, defend, and save the Committee harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action by the Committee for the purpose of complying with this Article.

ARTICLE XXV - GRIEVANCE PROCEDURE

Section 1 The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Superintendent and the Union desire that such procedure shall always be as informal and confidential as possible.

Section 2 Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his grievance informally under the grievance procedure and from having his/her grievance adjusted, without the intervention of the union, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment and to state its views. All such grievance discussions shall take place during the duty hours of the aggrieved employee.

Section 3 A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement, and shall include except as otherwise provided herein, the discharge, suspension, demotion or other termination of an employee.

Section 4 Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

a. Level One. The aggrieved employee shall first present his/her grievance orally or in writing to his/her immediate supervisor. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within five (5) working days after the grievance is presented.

b. Level Two. If at the end of the five (5) working days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may within five (5) working days thereafter submit his/her grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, his/her designated representative shall act on his/her behalf. Within twenty (20) working days after the conclusion of said meeting, the Superintendent or his/her representative, as the case may be, shall advise the aggrieved employee and the Union in writing of his/her decision concerning the grievance.

c. Level Three. If the Union is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within twenty (20) working days after said meeting, the Union and the aggrieved employee, the Union may, by giving written notice to the Superintendent within thirty (30) working days after the date of the Superintendent's decision in Level Two or within forty (40) working days after said meeting with the Superintendent if no decision has been rendered, present the grievance for arbitration. In such cases the following procedure will be followed:

(1) The Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of the American Arbitration Association.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date of submission to him/her of the final statements and proofs.

(3) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and the question or questions, which are submitted. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement, which is at issue. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no authority to establish wages or other compensation, nor to alter, modify or change in any way the terms and provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Union and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Union.

Section 5 If at the end of the thirty (30) working days next following the occurrence of any grievance or the date of the first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure.

Section 6 If, in the judgment of the Union, a grievance affects a group or class of employees, the aggrieved employee or the Union may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. The Union may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 7 The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual agreement of the Union and the Committee in writing.

ARTICLE XXVI – TAX SHELTERED ANNUITIES

The Committee shall enter into a written agreement with any staff member, upon request, for the purchase of an annuity contract pursuant to General Law, Chapter 71, Section 37B.

ARTICLE XXVII - SCOPE OF AGREEMENT

Section 1 All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

Section 2 No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force and effect unless it is made in writing and executed by the Committee and the Union.

Section 3 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees 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 or applications shall continue in full force and effect.

Section 4 In the event any Article or Section of this Agreement shall be found contrary to law then the Committee and the Union shall, upon the written request of either party, enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

APPENDIX A - WAGES

Section 1 Wage Schedule

The salary of each secretary or receptionist shall increase by \$1.50 per hour in year 1 (FY23) of the contract with the exception of one (1) receptionist entering her fourth year of service. She shall be paid in accordance with the new salary schedule. The salary scale which appears on the next page includes a 2% cost of living adjustment in

year 2 (FY24) of the contract and a 2% cost of living adjustment in year 3 (FY25) of the contract.

The salary of each secretary or receptionist shall increase by 2% in year 2 (FY24) except for the two (2) receptionists who shall be paid in accordance with the new salary schedule. The salary of each secretary or receptionist shall increase by 2% in year 3 (FY25) except for two (2) secretaries, both entering service year eleven (11). These two (2) employees shall receive a \$1.50 increase after first receiving a 2% increase. One (1) receptionist who will be entering year four (4) of service will however be paid in accordance with the new salary schedule.

In the event that a new Principal Secretary or a new Special Education Department Secretary is transferred from their position of School Receptionist/Security Assistant their salary will be adjusted in accordance with the wage scale.

When a Principal's Secretary is absent, the School's Receptionist/Security Assistant in his/her respective building shall assume his/her duties that day and be paid an additional \$3.00 per hour.

Each member will receive an annual performance evaluation, which will be completed by his or her direct supervisor. For the purpose of evaluation an evaluation instrument must be completed annually by June 1st by the supervisor and self-evaluation by the member

| Secretary Salary Scale | | | | |
|------------------------|--|-------|------------|------------|
| | | FY23 | FY24 | FY25 |
| Service Entry Years | | | 2% Cola | 2% Cola |
| 1 | | 19.20 | 19.58 | 19.98 |
| 2 | | 19.98 | 20.38 | 20.79 |
| 3 | | 20.79 | 21.21 | 21.63 |
| 4 | | 21.63 | 22.06 | 22.50 |
| 5 | | 22.50 | 22.95 | 23.41 |
| 8 | | 23.41 | 23.88 | 24.36 |
| 11 | | 24.36 | 24.85 | 25.34 |
| 14 | | 25.34 | 25.85 | 26.36 |
| 17 | | 26.36 | 26.89 | 27.42 |
| 20 | | 27.42 | 27.97 | 28.53 |
| 23 | | 28.53 | 29.10 | 29.68 |
| 26 | | 29.68 | 30.27 | 30.88 |
| 29 | | 30.88 | 31.50 | 32.13 |

| Receptionist Salary Scale | | | | |
|---------------------------|--|-------|------------|------------|
| | | FY23 | FY24 | FY25 |
| Service Entry Year | | | 2% Cola | 2% Cola |
| 1 | | 16.32 | 16.65 | 16.98 |
| 2 | | 16.98 | 17.32 | 17.67 |
| 3 | | 17.67 | 18.02 | 18.38 |
| 4 | | 18.38 | 18.75 | 19.12 |
| 5 | | 19.12 | 19.50 | 19.89 |
| 8 | | 19.89 | 20.29 | 20.69 |
| 11 | | 20.69 | 21.10 | 21.52 |
| 14 | | 21.52 | 21.95 | 22.39 |
| 17 | | 22.39 | 22.84 | 23.29 |
| 20 | | 23.29 | 23.75 | 24.23 |
| 23 | | 24.23 | 24.71 | 25.21 |
| 26 | | 25.21 | 25.71 | 26.23 |
| 29 | | 26.23 | 26.75 | 27.29 |

Section 2 Mileage

When directed by the Superintendent or Department Supervisor to travel for school business, said members will be reimbursed. The per mile reimbursement will be reviewed and changed annually based on the federal reimbursement rate. All travel must be approved by the Superintendent on the mileage reimbursement form.

Section 3 Early Retirement Allowance

| <u>Age at Date of Retirement</u> | | |
|----------------------------------|--------------|---------------------|
| <u>55-57</u> | <u>58-60</u> | <u>60+</u> |
| | | 10 years of service |
| | | \$1,000 |
| | | \$1,500 |
| | | \$ 500 |
| | | 15 years of service |
| | | \$1,500 |
| | | \$1,500 |
| | | \$1,000 |
| | | 20 years of service |
| | | \$2,500 |
| | | \$2,000 |
| | | \$1,500 |

Payment of the early retirement allowance will be made within ninety (90) calendar days of the effective date of retirement.

Agreement: July 1, 2022 – June 30, 2025

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairman hereto duly authorized, and the Union has caused this Agreement to be signed in its name and behalf by its duly authorized representatives on the day and year first above written.

For the United Steelworkers
AFL-CIO-CLC:

For the Town of Plainville
School Committee:

Thomas M. Conway Date
President

Justin Alexander Date
Chair

John E. Shinn Date
International President

David McCall Date
International Secretary-Treasurer

Fred Redmond Date
Vice President, Human Affairs

Del Vitale Date
Director, District 4

Mary Fusco Date
Staff Representative

Paula Cole Date
Negotiating Member

| | |
|--------------------|------|
| Linda Evans | Date |
| Negotiating Member | |

| | |
|--------------------|------|
| Jaclyn Callahan | Date |
| Negotiating Member | |

| | |
|--------------------|------|
| Wendy Moriarty | Date |
| Negotiating Member | |

| | |
|--------------------|------|
| Suzanne Roberts | Date |
| Negotiating Member | |