

AGREEMENT WITH

THE GATEWAY REGIONAL SCHOOL DISTRICT

AND

**LOCAL #204, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93**

(SECRETARIES UNION)

JULY 1, 2022 THROUGH JUNE 30, 2025

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AND

**LOCAL #204, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL 93**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE GATEWAY REGIONAL SCHOOL COMMITTEE (HEREINAFTER REFERRED TO AS THE "EMPLOYER") AND LOCAL #204, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93 (HEREINAFTER REFERRED TO AS THE "UNION") HAS AS ITS PRIME PURPOSE THE PROMOTION OF HARMONIOUS RELATIONS BETWEEN THE EMPLOYER AND THE UNION, THE ESTABLISHMENT OF AN EQUITABLE AND PEACEFUL PROCEDURE FOR THE RESOLUTION OF DIFFERENCES, AND THE ESTABLISHMENT OF RATES OF PAY, HOURS AND OTHER CONDITIONS OF EMPLOYMENT.

**ARTICLE ONE
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees of the Gateway Regional School District as certified in MCR #3006.

Should any new classification(s) be added to the workforce, the Employer shall notify the Union prior to the establishment of such new classification(s).

For the purposes of this agreement, the following distinctive categories shall be recognized: Calendar Year Employee - Full-time employee working a full calendar year; and School Year Employee - Employee scheduled to work less than a full calendar year. Those employees who work less than eight (8) hours per day will be due a pro-rata share of benefits such as sick leave and holidays. Secretaries regularly scheduled to work less than twenty (20) hours per week will not be eligible for health insurance or life insurance benefits.

**ARTICLE TWO
EXISTING CONDITIONS**

All existing conditions, rules and regulations governing employees covered by this Agreement, not changed or eliminated by this contract, shall remain in full force and effect during the life of this agreement, unless changes are negotiated between the parties. The school committee, by this agreement, concedes only such authority as is conceded by the express language of the collective bargaining agreement and in other respects retains the right to direct and oversee the operations of the employees covered by this agreement.

**ARTICLE THREE
DUES DEDUCTIONS**

During the life of the Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Committee agrees to deduct Union dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

The Union will be solely responsible for enforcing the provisions of this Article. The Committee will not be responsible to enforce any provisions of this Article.

The Union will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this Article. Specifically, the union will have no right of actions, by way of contribution, counterclaim or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Article, the Union will pay any and all of those damages, including interest and charges.

If any court of competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article, will be null and void.

See steward for authorization form.

ARTICLE FOUR GRIEVANCE PROCEDURES

Grievances shall be processed in accordance with the following procedure. A grievance shall be defined as a dispute concerning the meaning, interpretation or application of a specific provision of this Agreement.

Step 1

An employee who has a grievance shall submit the grievance in writing to his/her Building Administrator within fifteen (15) work days of the date on which the grievance arose. A grievance not processed within fifteen (15) work days of the date it arose or fifteen work days from the time the grievant knew or should have known of the grievance, will not be processed.

The Building Administrator shall attempt to resolve the problem and send a written answer to the employee involved within five (5) work days of receipt of the complaint.

Step 2

If the solution is unsatisfactory to the aggrieved employee, the grievance, in writing, shall be given to the Superintendent or his/her designee within five (5) work days.

The Superintendent or his/her designee shall then have five (5) work days to arrange a meeting with the Grievant and Union to resolve the difficulty.

Following the meeting, the Superintendent or his/her designee shall submit his/her decision in writing within five (5) work days.

Step 3

If the decision of the Superintendent or his/her designee does not resolve the problem, the Union may request, in writing, a hearing before the School Committee within five (5) work days of the receipt of the Superintendent's or his/her designee's decision. The Superintendent or his/her designee will then arrange for a meeting between the School Committee and the Union at their next regularly scheduled School Committee Meeting or sooner. The School Committee shall give its answer in writing within five (5) work days after its meeting.

In the event no settlement is reached then the grievance, in writing, will be submitted to an impartial arbitrator whose decision will be final and binding on the parties. Should the parties be unable to agree on an arbitrator, either party may request a list of arbitrators from the American Arbitration Association. The arbitrator shall have the authority to decide the issue presented in the grievance. The arbitrator shall be without power to add to, delete from, modify or change any provision of this agreement.

The expenses, if any, of such arbitrator shall be equally shared by the Committee and the Union.

A complaint which does not meet the definition of a grievance may be processed in accordance with Step 1 and 2 above only.

Discipline

Discipline shall be given in accordance with the Education Reform Act of 1993. Discipline may be given to employees by either the Principal of the school building in which the employee regularly works or by the Superintendent of Schools. If the discipline is given by the Principal, the Superintendent will be informed of the action taken.

If the discipline is given by the Principal, the employee and the union steward may present the grievance to the Superintendent in writing within seven (7) work days from the date of the disciplinary action. After a meeting is held between the parties, the Superintendent will have seven (7) work days to render a written decision on the grievance.

In the event the grievance is still unsettled, the parties may proceed in accordance with Step 3 of Article 4 to arbitration.

If the discipline is given by the Superintendent, the parties may mutually agree to proceed directly to Step 3 of Article 4 to arbitration. If the parties do not mutually agree, the employee and the union steward may present the grievance to the Superintendent in writing within seven (7) work days from the date of the disciplinary action. After a meeting is held between the parties, the Superintendent will have seven (7) work days to render a written decision on the grievance. In the event the grievance is still unsettled, the parties may proceed in accordance with Step 3 of Article 4 to arbitration.

ARTICLE FIVE SENIORITY

The length of service of an employee in those positions in the bargaining unit shall determine the seniority of the employee. The length of service shall be determined by calculating the employee's committed months of service since date of hire.

All other factors being equal, the principle of seniority shall govern in all cases of decreases or increases of the working force, and in the determination of vacation periods. All part-time bargaining unit service shall be counted on a proportional basis for seniority. In the event two or more employees have the same seniority date, unpaid leaves of absence shall be deducted from the seniority calculations. In the event there is still a tie for seniority between the employees, a chance selection shall constitute the tiebreaker.

An employee's anniversary date shall be the first day worked by said employee.

In the event of a reduction in force, more senior employees may bump the less senior employee. Employees and the Union will be notified at least two (2) weeks prior to the effective date of a reduction in force. Employees shall be recalled from layoff according to their seniority. Recall rights will expire one year and one day from the secretary's last day of work. If a secretary refuses recall and/or does not return to work within the time specified in the recall notice, said secretary shall lose all recall rights. A secretary must accept the hours and length of work year associated with the recall position, or the secretary will lose all recall rights. If a secretary accepts a recall position with fewer hours and/or a shorter work year and a bargaining unit position with greater hours and/or a longer work year becomes available during the recall period, as specified above, said secretary shall be offered the right of first refusal regarding said position. Recall notices shall be sent, certified mail, to the secretary's last known address. Upon recall, the secretary shall be restored to the same level of benefits as received at the time of layoff.

**ARTICLE SIX
JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, and the Committee determines to fill the vacancy, a notice of vacancy listing the pay in accordance with the Agreement, duties and qualifications shall be created, posted in a conspicuous place and mailed to each office. This notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. The Committee may advertise the vacancy externally contemporaneous with the posting of the vacancy internally. The Chapter Chair of the Local shall be notified in writing of new personnel hired into the bargaining unit.

If a transfer is to occur, factors such as ability, knowledge, length of service (seniority) shall be considered, however, the final determination shall be made by the Principal subject to the approval of the Superintendent. If employees are equally qualified, seniority shall be the determining factor. If the Union applicant is not transferred, he/she will be given a "Notice of Non-Selection" stating the reasons for the non-selection to the position. If the Union believes the transfer was in violation of the above provision, the Union may file the grievance in writing with the Superintendent within ten (10) days of the transfer determination. The Superintendent shall respond to the grievance in writing within ten (10) days. In the event the grievance is not resolved, the grievance may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.

If it is mutually agreed that a current employee/applicant may be qualified, he/she shall be given a trial period of up to thirty (30) calendar days in the new position at the applicable rate of pay. If the vacancy occurs in the summer, the trial period of up to thirty (30) calendar days in the new position will begin on the first work day in September. During the thirty (30) calendar day trial period the employee/applicant may return to his previous position. If at the trial period the Principal subject to the approval of the Superintendent determines that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

**ARTICLE SEVEN
PROBATIONARY PERIOD**

All new employees will be placed on a one (1) year probationary period. During the one (1) year probationary period employees may be terminated for any reason, and such termination is not subject to the grievance procedure and is not arbitrable. An evaluation will take place twice per year, the first within the first six (6) months of hire, and the second will take place between six (6) months and the end of the probationary period. Additional evaluations may occur at the discretion of the administrator.

**ARTICLE EIGHT
CRIMINAL OFFENDER RECORD INFORMATION CHECKS**

The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002:

- a. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause. In addition, CORI checks will be done prior to employment including fingerprint based criminal record checks as required by M.G.L. c.71 §38R, as amended by H.B. 4307, §7.
- b. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee including fingerprint based criminal record checks as required by M.G.L. c.71 §38R, as amended by H.B. 4307, §7.

- c. All CORI reports will be maintained in the Superintendent's office in separate confidential files including fingerprint based criminal record checks as required by M.G.L. c.71 §38R, as amended by H.B. 4307, §7.
- d. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks including fingerprint based criminal record checks as required by M.G.L. c.71 §38R, as amended by H.B. 4307, §7 .

Any disciplinary action taken as a result of CORI checks including fingerprint based criminal record checks as required by M.G.L. c.71 §38R, as amended by H.B. 4307, §7 will be in accordance with this Agreement and/or law.

ARTICLE NINE HOURS OF WORK

The normal starting time shall be from 7:00 - 8:30 a.m., and employees will be scheduled to work eight (8) consecutive hours (exclusive of lunch half-hour), from Monday through Friday for full-time employees. Whenever possible, the meal period shall be scheduled at the middle of the work day.

The regular hours of work for part-time employees shall be between the hours of 7:30 and 4:30 p.m., Monday through Friday. Nothing in this agreement shall prohibit mutually agreed upon flexible hours. Secretaries will be granted one (1) fifteen (15) minute break within every 4 hours of work.

During the summer, the work week for full-year (260 day) secretaries will be Monday-Thursday, ten-hour days beginning the first week of July through two (2) weeks before the beginning of the school year. Employees will not be allowed to work during the Christmas/holiday break. Secretaries may opt to work during the February break. Employees will either take vacation, personal, and/or unpaid leave during said breaks.

All extra hours worked beyond the employee's regular schedule, must be approved in advance by the employee's immediate supervisor (subject to the approval of the Superintendent of Schools or his/her designee), except during the first twelve (12) days of school, in which a secretary may accrue up to five (5) total hours of compensatory time with approval from immediate supervisor, if reasonably possible. Compensatory time would occur by mutual agreement and must be documented by the employee's immediate supervisor at the time of approval on the negotiated form.

Discretionary days for non-calendar year employees are defined as days when students are not in the building and at the discretion of the immediate supervisor or superintendent, for district related work.

An employee may request compensatory time, at the rate of one and one-half times the hours of overtime worked, and the appropriate administrators may grant or deny the request. If the request is granted, the compensatory time shall be taken at a time mutually agreed upon between the employee and the administrator. If the request is denied, the employee shall be paid overtime at the rate of one and one-half times the hours of overtime worked.

If an employee is called back to work after having left his/her place of employment, he/she shall be paid a minimum of two (2) hours pay at time and one-half.

Compensatory time may be earned by an employee only where both the employee and the employee's supervisor both agree to the accrual of compensatory time rather than payment for the time worked. If the compensatory time is earned at an overtime rate, the employee will be given time off reflecting the overtime rate; if the employee earns the time at a straight time rate, compensatory time will be given reflecting the straight time rate.

**ARTICLE TEN
PAY FOR LEGAL HOLIDAYS**

- A. Holidays occurring on Sunday will be celebrated on Monday.
- B. Holidays occurring on Saturday will be celebrated on Friday.
- C. Holiday pay shall be prorated on regularly scheduled hours of employees.
- D. When a holiday occurs during the employee's regularly scheduled vacation, the holiday shall not be treated as a vacation day.
- E. When school is scheduled on a listed holiday, secretaries will be given an additional day off.
- F. For the purposes of this Agreement, the following days will be considered paid holidays:

New Years Day	Good Friday
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas	Day Before Christmas
Day Before New Years Day	Juneteenth

In order to be eligible for holiday pay for the above holidays, the school year secretary must actually work the scheduled day before and the scheduled day after the holiday. The July 4th holiday will be paid at the time of the holiday. Should a secretary fail to report for his/her scheduled day before or after the holiday, pay for the holiday will be deducted at that time. An employee shall be ineligible for holiday pay for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

- G. If the day before Thanksgiving is a scheduled half-school day, "ALL" secretaries will be released ½ hour after the last school bus leaves the building. If the day before Thanksgiving is not a scheduled school day, those secretaries scheduled to work that day will be released after four (4) hours, not including any lunch period.
- H. Emergency School Closing- Whenever a school is closed because, in the opinion of the Superintendent of Schools, a threat to life or health hazard exists and the faculty and students are sent home, the secretaries in that building will also be released without loss of pay one-half (1/2) hour after all buses have cleared the area. Secretaries not assigned to a particular school will be released either with the High School/Middle School staff, or upon approval of the Superintendent.
- I. Snow Days - When school is closed for what is commonly called a snow day, calendar year secretaries shall report for work at such time when traveling is deemed not to be hazardous at the discretion of the employee, provided however, that such discretion is not abused. When it is predicted that a storm may intensify during the day, the Superintendent may deem that calendar year secretaries need not report for work. In this case, a full day's pay will be granted.

If a calendar year secretary chooses not to report to work even if the storm has cleared on said day, he/she will be assessed a vacation, personal, or an unpaid day. This assessment will be at the secretary's determination.

Whenever a school opens after a one, two or three hour weather related delay, secretaries shall report to work the corresponding number of hours after their normal start time.

Secretaries who work less than a calendar year, will not be paid for snow days when school is canceled. These days would be considered part of the 180 student days and would extend the projected last day of school at the end of the calendar year.

ARTICLE ELEVEN VACATIONS

A calendar-year secretary (defined as working at least two hundred sixty (260) days) shall be entitled to the following vacation days as an employee in the secretarial union:

For one (1) year of service, but less than five (5) years of service, two (2) weeks vacation.

For five (5) years of service, but less than ten (10) years of service, three (3) weeks vacation.

For ten (10) years of service, but less than twenty (20) years of service, four (4) weeks vacation.

For twenty (20) years of service or more, five (5) weeks of vacation (the fifth week will be paid in a lump sum as opposed to vacation time off.)

School year secretaries (those working less than 260 days) shall be entitled to the following vacation days as an employee in the secretarial union:

For one (1) year of service, but less than five (5) years of service, one (1) week of vacation. For five (5) years of service or more, two (2) weeks of vacation. After the completion of twenty (20) years of service or more three (3) weeks of vacation (the third week to be paid in a lump sum as opposed to vacation time off.)

Employees may take vacation time in $\frac{1}{4}$ day increments.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If the termination is caused by death, such payment shall be made to the employee's estate. Secretaries retiring at or after the school year ends, but before July 1, and have qualified for vacation leave, will be credited with that vacation leave upon their retirement date.

A school year employee may be used if said employee is not regularly scheduled to work during that period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

Secretaries may carry up to one (1) week of vacation accumulation from one year to the next year. Exceptions may be made under extreme circumstances as determined in the Superintendent's sole discretion.

Notwithstanding the above, an employee will neither accrue nor be credited with vacation for the period of time that the employee is receiving workers' compensation benefits, or while on an unpaid status.

ARTICLE TWELVE COMPENSATION AND PAYROLL DEDUCTIONS

- A. The Committee authorizes seventy percent (70%) of the Blue Cross/Blue Shield P.P.O. plan of the type presently available to secretaries. The employer contribution to the H.M.O. plan will be 75% with the employee contributing the remaining 25%.

Employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to group health insurance coverage in accordance with M.G.L., Ch. 32B.

Health Insurance for Retirees: Employees, as of September 1, 1996, will be entitled to participate in the District's future offering of health insurance for retirees. The plan will commence on August 31, 1999, and the employer contribution will be 50% of the premium with the employee contributing the remaining 50%. If the employee is not on the District's health insurance plan at the time of retirement, he/she will not subsequently be able to participate in the retiree health insurance plan.

When the employee is eligible for Social Security benefits, the employee will no longer be able to participate in the District's health plan offering for retirees. At this time the employee will be eligible to receive from the District a 50% contribution of the premium for any supplemental coverage including Medex Gold.

Labor Management Insurance Committee - The parties agree to create a Health Insurance Advisory Committee. The bargaining unit will have one (1) member on the Committee. The purpose is to meet periodically during the course of the year to review health insurance options and to make recommendations to the School Committee.

- B. The Committee authorizes seventy-five percent (75%) of the term life insurance, death and dismemberment of the type presently available to secretaries.
- C. Whenever a secretary is absent from school as a result of an accident or injury arising out of and in the course of employment, he/she will be paid his/her full salary less any amount paid under Workers' Compensation from any accumulated sick leave, vacation, or personal leave, with the approval of the employee until all paid leave has been exhausted.

At this point in time, the employee would be paid solely under M.G.L. Ch.152. (Worker's Compensation Statute)

- D. Tax Sheltered Annuities will be deducted in accord with individual contracts.
- E. Polish National Credit Union savings will be deducted in amounts specified by the employee.
- F. Deductions other than for life insurance and tax annuities shall be made equally in each of the first two paychecks of the month.
- G. Direct deposit of paychecks will be mandatory for all secretaries. Employees will be provided with a payroll deduction slip, online or paper copy, each paycheck showing gross earnings, itemized deductions and net earnings for the pay period.

ARTICLE THIRTEEN SICK LEAVE

A first year employee shall be credited with sick leave with pay at the rate of one and one-half (1 1/2) days for each month served up to a maximum of fifteen (15) days in any one school year. Sick leave credit will begin on the first day of the month in which the employee is employed. Thereafter, each secretary will be credited with fifteen (15) days on July 1 of each year. Employees may take sick time in ¼ day increments.

ATTENDANCE INCENTIVE

<u>Sick Leave Days Used</u>	<u>Attendance Incentive</u>
0	\$500
1	\$400
2	\$300

Sick leave shall be accumulated to a maximum of one hundred fifty (150) days. Any accumulation which present employees have at the effective date of this Agreement shall be retained.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family which makes it impossible or unlawful for an employee to report to work.

The administration may require a secretary to provide a physician's certificate after the secretary has used five (5) consecutive days of sick leave, if there is a pattern of sick leave use, if abuse of sick leave is suspected, or in accordance with the F.M.L.A. of 1993. In the event of a pattern of sick leave use and/or if abuse of sick leave is suspected, the administrator shall give prior notice to the secretary that a physician's certificate would be required upon any further use of sick leave.

Sick Leave Bank - The parties agree to the establishment of a sick leave bank to be administered by a Sick Leave Bank Committee. The following provisions shall apply:

1. The Sick Leave Bank shall consist of all employees who have contributed to the Bank. Sick leave bank benefits will be available to employees who make an application and have exhausted all personal sick leave of whatever type.
2. The Bank shall consist of a maximum of seventy-two (72) sick leave days donated by employees. An employee may voluntarily contribute up to three (3) of that employee's sick leave days during each year of a contract term to a sick leave bank, except that no contribution may be made by an employee who has accumulated less than fifteen (15) sick leave days as of June 30 of the prior school year, with the exception of any employee with a long-term chronic illness documented by appropriate medical information during that school year. First year employees may contribute at the end of their first year if they have accumulated ten (10) sick leave days as of June 30 of the prior school year. The bank shall consist of a maximum of seventy-two (72) days donated by employees.
3. The Sick Leave Bank Committee shall consist of two (2) persons nominated by the Union, one (1) person nominated by the School Committee or their designee, and one (1) central office administrative representative. The Committee shall administer the bank by a majority vote. The Committee may set standards of eligibility and direct operation of the Bank so long as such rules and operation are consistent with the language of provision. Decisions of the Committee shall not be subject to the grievance procedure.
4. No payment for "Sick Bank" days shall be made except on the regular monthly warrant which is approved by the Committee.
5. Sick leave from the Bank may only be used for the employee's own personal illness
6. Before drawing days from the Sick Leave Bank, an employee must use up all accrued sick leave, personal time, vacation time, holiday time, and compensatory time.

Severance Pay - After ten (10) years of continuous service with the Gateway Regional School District, a secretary upon retirement, or his/her estate upon his/her death, will be paid for accumulated unused sick leave days up to a maximum of forty (40) days. After twenty (20) years of continuous service with the District, a secretary upon retirement or his/her estate upon his/her death, will be paid for accumulated unused sick leave days up to a maximum of sixty (60) days.

In order to qualify for this benefit upon retirement, a secretary must notify the Superintendent of Schools by January 1st of the prior school year of such retirement intentions to be effective in June of the next school year. If a secretary provides said notice, and retires prior to June of the next school year, then the fifteen (15) day annual sick leave amount credited on July 1st shall be prorated based upon the amount of

the school year that was actually worked (e.g., if a secretary retires after completing one-half of the school year, then up to seven and one-half (7.5) days would be available for severance.

Should a secretary contemplating retirement, after ten (10) years of continuous service in the Gateway Regional School District, specify to the Committee such intent at least one (1) year prior to such retirement, he/she may, in lieu of the above, receive a salary adjustment the last year before retirement of an amount equal to the amount he/she would have received under A above. His/her accumulated sick leave will be reduced by a like amount.

Notwithstanding Paragraph 1, an employee shall not accrue sick leave for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

ARTICLE FOURTEEN BEREAVEMENT LEAVE

Up to five (5) days leave with pay will be granted at any one time to arrange for and attend a funeral in the event of death of the secretary's spouse, parent, step-parent, legal guardian, child, or step-child and up to three (3) days leave with pay will be granted at any one time to arrange for and attend the funeral in the event of death of the secretary's brother, sister, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Similar leave with pay of one (1) day will be granted in the event of the death of other members of the secretary's family including aunt, uncle, niece, nephew and 1st cousin. In the event of death of other persons as close as family, one (1) day leave with pay may be granted at the discretion of the Superintendent of Schools.

Notwithstanding paragraphs 1 and 2, an employee shall not be eligible to receive leave under this article for the period of time that the employee is receiving worker's compensation benefits, or while on an unpaid status.

ARTICLE FIFTEEN JURY DUTY/COURT LEAVE

The Committee agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty, exclusive of travel or any other allowances.

If an employee is notified that he/she may be called for jury duty, he/she must notify his/her supervisor immediately, and provide a copy of the juror notification. Employees are expected to keep their supervisor informed of all communications regarding their service as a juror so that plans may be made for covering such absences. In order to receive compensation, an employee must provide his/her supervisor with a juror service certificate showing proof of juror service for those days.

The Superintendent, in his/her sole discretion, may grant an unpaid or paid leave to an employee who has been subpoenaed to attend court proceedings unrelated to the employee's employment with the District. If the employee is granted a paid leave (not to be deducted from an employee's accumulated leave time), the cost of providing a substitute during the employee's absence will be deducted from the employee's pay. The Superintendent's decision is not subject to the grievance procedure and/or arbitration.

**ARTICLE SIXTEEN
PERSONAL AND UNPAID LEAVE**

An employee shall be entitled to two (2) days per year for necessary business during each contract year. Notice of this is to be furnished to his/her immediate Building Administrator twenty-four (24) hours in advance, except in emergency. Employees may take personal time in ¼ day increments.

An employee upon return from an authorized leave of absence shall retain the accumulated and unused sick leave, seniority (for vacation purposes) and step in the salary schedule that the employee had prior to commencing the leave of absence.

A total of one (1) personal day may be taken from May 1st through June 30th of any one (1) year, and any exception to these conditions will be at the sole discretion of the Superintendent of Schools. The Superintendent of Schools must approve any personal days taken before or after a holiday or scheduled school vacation in advance.

At the end of each contract year secretaries with unused personal days will be compensated at a rate of \$100 (one hundred dollars) per unused day.

A request to utilize unpaid leave time must be submitted on the appropriate form to the Principal at least twenty-four (24) hours in advance of the leave, except in cases of emergency. Unpaid leave requests are subject to the prior approval of the Principal based upon operational considerations. If the request is approved, the form will be signed by the Principal and sent back to the secretary.

Unpaid leave requests will not be granted if the secretary has any available vacation and/or personal days remaining. Unpaid leave may not be taken on the work day before or after a holiday and/or school vacation break. No more than five (5) days of unpaid leave may be granted per secretary in a particular school year. The restrictions contained in this paragraph do not apply to unpaid leave taken during the Christmas and/or February breaks (see Article Nine).

**ARTICLE SEVENTEEN
CONTRACTING WORK OUT**

The employer shall continue to employ outside contractors as occasion and sound business practice may require; nevertheless, the employer will not enter into outside contracts for normal and routine work which results in a layoff or part-timing of employees in the bargaining unit without first negotiating the matter with the union.

The School District may utilize temporary employees to perform work required for special projects without first offering this work to bargaining unit personnel. This provision does not prevent employees from applying for such work or from the District awarding such work to current employees if it wishes to do so. In circumstances where the District determines to use an employee to perform such work, the District will offer such work on a rotating basis beginning with the most senior employee. If an employee either accepts the work or refuses the work, said employee will be placed at the bottom of the rotation and the next most senior employee will be offered the work.

ARTICLE EIGHTEEN

FMLA/MPLA

The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA), and M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee policies regarding the above-referenced provisions will be posted in each administrative office.

Leaves eligible under FMLA and MPLA shall run concurrently, and the more liberal of the provisions shall apply.

Other leaves of absence without pay may be granted by the School Committee.

ARTICLE NINETEEN

RETURN FROM LEAVE OF ABSENCE

An employee, upon return from a leave of absence will retain the accumulated and unused sick leave prior to the leave of absence. An employee on an unpaid leave of absence must notify the Superintendent of Schools by March 1 of his/her intention to return to the system for the succeeding year.

ARTICLE TWENTY

LABOR- MANAGEMENT MEETINGS

The Union shall designate two (2) employees of the bargaining unit who shall meet with the Superintendent of Schools or his/her representative from time to time at the request of either party, for the purpose of discussing matters coming within, or out of, the scope of this Agreement.

ARTICLE TWENTY-ONE

NEGOTIATIONS

When contract negotiations are held during regularly scheduled working hours, the employer agrees to pay not more than two (2) members of the Union bargaining committee for time lost from work.

ARTICLE TWENTY-TWO

MISCELLANEOUS PROVISIONS

- A. Bulletin Board - Announcements shall be posted in conspicuous places where employees enter and leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- B. Non-Discrimination - The parties of this Agreement agree that they shall not discriminate against any person because of union activity, race, creed, color, national origin, religion, sexual orientation, gender identity, sex or age in compliance with Federal Title IX, Massachusetts Chapter 622 or handicap in compliance with Section 504 and that such persons shall receive the full protection of this Agreement.
- C. A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation, and the Union shall notify the Employer of any changes. The Stewards shall be granted reasonable time off with pay during working hours to investigate and settle grievances.

- D. The Administration, at the time of hire, may place a new employee at the step that is commensurate to the level of experience in similar positions with similar responsibilities of said new hire.
- E. Any new employee will be provided, as part of their new employee packet, with a copy of the current collective bargaining agreement and a one page union information pamphlet to be provided annually to the Treasurer by the Union.

**ARTICLE TWENTY- THREE
MILEAGE**

Any secretary required to use his/her personal vehicle on school business will be reimbursed at the IRS rate.

ARTICLE TWENTY-FOUR - SALARY SCHEDULES

2022-23 SCHOOL YEAR

Step	22 Rate	0.50% BASE
1	\$20.98	\$21.08
2	\$21.78	\$21.89
3	\$22.35	\$22.46
4	\$23.19	\$23.31
5	\$23.88	\$24.00
6	\$24.48	\$24.60

MERIT PAY BONUS		
1%	1.5%	2%
\$21.29	\$21.40	\$21.50
\$22.11	\$22.22	\$22.33
\$22.68	\$22.80	\$22.91
\$23.54	\$23.66	\$23.78
\$24.24	\$24.36	\$24.48
\$24.85	\$24.97	\$25.09

MERIT PAY BONUS		
1%	1.5%	2%
\$436.80	\$665.60	\$873.60
\$457.60	\$686.40	\$915.20
\$457.60	\$707.20	\$936.00
\$478.40	\$728.00	\$977.60
\$499.20	\$748.80	\$998.40
\$520.00	\$769.60	\$1,019.20

2023-24 SCHOOL YEAR

Step	23 Rate	0.50% BASE
1	\$21.50	\$21.61
2	\$22.33	\$22.44
3	\$22.91	\$23.02
4	\$23.78	\$23.90
5	\$24.48	\$24.60
6	\$25.09	\$25.22

MERIT PAY BONUS		
1%	1.5%	2%
\$21.83	\$21.93	\$22.04
\$22.66	\$22.78	\$22.89
\$23.25	\$23.37	\$23.48
\$24.14	\$24.26	\$24.38
\$24.85	\$24.97	\$25.09
\$25.47	\$25.60	\$25.72

MERIT PAY BONUS		
1%	1.5%	2%
\$457.60	\$665.60	\$894.40
\$457.60	\$707.20	\$936.00
\$478.40	\$728.00	\$956.80
\$499.20	\$748.80	\$998.40
\$520.00	\$769.60	\$1,019.20
\$520.00	\$790.40	\$1,040.00

2024-25 SCHOOL YEAR

Step	24 Rate	0.50% BASE
1	\$22.04	\$22.15
2	\$22.89	\$23.00
3	\$23.48	\$23.60
4	\$24.38	\$24.50
5	\$25.09	\$25.22
6	\$25.72	\$25.85

MERIT PAY BONUS		
1%	1.5%	2%
\$22.37	\$22.48	\$22.59
\$23.23	\$23.35	\$23.46
\$23.84	\$23.95	\$24.07
\$24.75	\$24.87	\$24.99
\$25.47	\$25.60	\$25.72
\$26.11	\$26.24	\$26.37

MERIT PAY BONUS		
1%	1.5%	2%
\$457.60	\$686.40	\$915.20
\$478.40	\$728.00	\$956.80
\$499.20	\$728.00	\$977.60
\$520.00	\$769.60	\$1,019.20
\$520.00	\$790.40	\$1,040.00
\$540.80	\$811.20	\$1,081.60

*Merit pay scale based on 260/8 hour days - the merit pay of those employees working less than 260 and/or part time would be prorated.

*All roll-in numbers based on secretaries reaching top level from prior year. Actual roll-in numbers would be based upon the merit rating achieved by the secretaries in the prior year.

Step increases shall become effective on the first day of each contract year for any employee covered by this Agreement that has been employed by the District at least fifty percent (50%) of the previous school year.

The District agrees that the annual merit pay bonus will be provided to employees in a separate check.

**ARTICLE TWENTY-FIVE
EVALUATIONS**

Employees shall be evaluated at least once each year. Prior to inserting the evaluation form in the employee's personnel file, the Administration shall make a copy available to the employee, who may discuss it with the evaluator, should the employee so request. The signature line shall have near it the language which states "My signature indicates that I have read the above, but does not indicate approval or disapproval." An employee who, after discussing the evaluation with the evaluator, still finds portions of the evaluation unacceptable, may attach a written response from the personnel file by an employee.

In the event the employee refuses to sign the evaluation, the employer will indicate on the evaluation that the employee refused to sign the evaluation. The evaluation will then be entered in the employee's personnel file.

**ARTICLE TWENTY-SIX
MERIT PAY**

An individual secretary will be paid a merit pay bonus at the top step if his/her score on the secretarial evaluation forms evaluation for the year equals or exceeds eight hundred eleven (811) points, the middle step if the score is from six hundred ninety-nine to eight hundred ten (699-810) points, and the lower step if the score is from five hundred eighty-eight (588) to six hundred ninety-eight (698) points. If the secretary's average is below five hundred eighty-eight points he/she will not receive a merit pay bonus. Said bonus shall be paid within one (1) month of the conclusion of the school year.

The merit pay bonus of those secretaries working less than two hundred sixty (260) days and/or part-time (i.e., less than eight (8) hours per day) will be prorated.

A separate check shall be issued for any merit payments.

**ARTICLE TWENTY-SEVEN
LONGEVITY**

Employees shall be eligible for the following longevity based upon their continuous service in a secretarial bargaining unit position:

After 10 continuous years of service to 14 years of service	\$ 260
After 15 continuous years of service to 19 years of service	\$ 440
After 20 continuous years of service to 24 years of service	\$ 790
After 25 continuous years of service	\$1,130

ARTICLE TWENTY-EIGHT
403(b) Plan

All secretaries shall be eligible to participate in the school system's 403(b) plan. The School Committee shall annually contribute up to two percent (2%) of the secretary's salary to the plan if the secretary contributes a matching amount. A secretary may contribute more money to the plan if he/she so chooses, but the Committee will only match the annual contribution equal to two percent (2%) of the secretary's salary. Secretaries must complete five (5) years of participation in the plan before vesting in the 403(b) plan. A secretary with less than five (5) years of participation in the plan who leaves the system shall only recover his/her 403(b) contributions. A secretary with five (5) or more years of participation in the plan (i.e. vested) who leaves the system shall recover all 403(b) contributions made by him/her and the Committee.

ARTICLE TWENTY-NINE
DURATION

This agreement is in effect from July 1, 2022, and shall continue in full force and effect to an including June 30, 2025, and shall be continued for an additional year unless at least sixty (60) days prior to June 30, 2025, either the union or the employer gives written notice to the other that it desires to amend this agreement. During the negotiations of proposed amendments, the terms of this agreement shall remain in full force and effect. Should neither party to this agreement send a notice as described above, this agreement shall be considered to have been automatically renewed for one (1) additional year.

This agreement entered into this 2 day of Feb 2022.

FOR THE GATEWAY REGIONAL
SCHOOL DISTRICT

Sarah Page

FOR THE A.F.S.C.M.E., COUNCIL 93,
LOCAL 204 (SECRETARIES)

Stephanie Conway

DATED: 2/9/22

DATED: 2/2/22