

AN AGREEMENT

between the

WINTHROP SCHOOL COMMITTEE

and the

WINTHROP TEACHERS' ASSOCIATION

(Secretarial Unit)

Winthrop, Massachusetts
July 1, 2015 – June 30, 2018

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AGREEMENT

This Agreement is entered into this 2nd day of November 2015 between the School Committee of the Town of Winthrop, hereinafter referred to as the “Committee” and the Winthrop Teachers’ Association Secretarial Unit, hereinafter referred to as the “Association” to become effective July 1, 2015.

ARTICLE 1 INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Association to provide for the operation of our school system under methods which will further to the fullest extent possible the welfare of the school children of the Town of Winthrop under conditions which will ensure uniformity of conditions of employment, economy of operation and quality of performance.

By the consummation of this Agreement, the parties seek to continue and to further promote harmonious relations and mutual cooperation between the Committee and the Association: to formulate work rules to govern their relationship; to ensure the uninterrupted operation of the facilities; to set forth the agreement of the parties with respect to rates of pay, hours of work, and conditions of employment under which members represented by the Association perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system in the Town of Winthrop. In seeking to achieve these goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE 2 RECOGNITION

Section 1.

Subject to any applicable provision of state or federal law, or regulations now or hereafter in effect, the Committee recognizes the Association as the exclusive bargaining agent for all employees in the classification of:

- (a) Full-charge Bookkeeper
- (b) Secretary
- (c) Eleven-month secretary
- (d) Part-time Bookkeeper (over 20 hours per week)
- (e) Part-time Secretary (over 20 hours per week)
- (f) Administrative Secretary

But excluding:

- (a) Supervising, Clerk, Business Office
- (b) Secretary to Superintendent/School Committee
- (c) Part-time Secretaries or Bookkeepers (under 20 hours per week)
- (d) All other employees of the Winthrop School System

Section 2

Nothing contained in this Article shall be construed to prevent any employee in the classification represented by the Association or any *ad hoc* group of employees in the above-defined unit, not acting on behalf of any employee organization, or representing anyone but themselves, from at any time discussing any problems with any of their supervisors, the School Committee, or other representatives of the School Committee without the previous consent of the Association; nor shall any action taken by said supervisors, School Committee, or its representatives as a result of such discussion be the subject of a grievance, or otherwise legally contested by said Association, unless such action is in specific and direct contravention with the express language in a specified provision of this Agreement. The Association shall be notified of any such meeting above the level of principal and may attend if it so desires.

Section 3

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of, and the Committee shall be under no obligation to discuss with the Association any modifications of additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly-authorized representatives.

ARTICLE 3

NO DISCRIMINATION

Section 1

There shall be no discrimination, interference, restraint, or coercion by the Committee or the Association or the respective agents, against any employee because of membership or non-membership in the Association. No one shall be required to become a member or

remain a member of the Association as a condition of employment in the Winthrop School System.

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ARTICLE 4

RIGHTS OF THE COMMITTEE

Section 1

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Committee and the Superintendent of the quality of the education in, and the efficient and economical operation of the Winthrop School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee and the Superintendent retain all rights and powers that they have or may hereafter be granted by law in managing the school department and directly the working force and may exercise the same at their discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to clarify, promote, demote, transfer permanently or temporarily, to determine hours for and the number of employees required at any location; to determine the qualification and competence of; to evaluate the performance of; to assign any added, lessened, or different work or responsibility to; to set standards and requirements applicable to and make determination of the number of steps and eligibility for any in-step wage increases for; to make any pay deduction because of absence, or failure to perform work by, any employee covered by this Agreement; and to introduce new or to change existing operational methods.

The above rights are reserved exclusively and solely as prerogatives of the Committee and the Superintendent, subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE 5

ASSOCIATION ACTIVITY ON SCHOOL PROPERTY

Section 1

The Association may distribute material to its members through the school mailbox system. Copies of each shall be filed with the Office of the Superintendent of Schools.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1.

For the purpose of this Agreement, a grievance shall be defined as: Any complaint by a secretary covered by the Agreement that (1) he/she has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice.

Section 2.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Consultation between the Association and the superintendent is encouraged as a means of resolving problems.

Section 3.

Nothing herein contained will be construed as limiting the right of a secretary having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of 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 above Level One and to state its views. If the staff so chooses, a representative of the Association may be present at Level One.

Section 4.

No written communication, other document or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Winthrop for any staff involved in presenting such grievance.

Section 5.

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 be extended only by prior

mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred

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prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article. It is understood that any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 6.

If at the end of the fifteen days next following either the occurrence of any grievance or the date which the secretary should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, the grievance shall be deemed to have been waived. Such time limit may be extended by mutual agreement.

Level 1.

A secretary with a grievance will first discuss it with his/her principal or immediate supervisor during non-teaching hours.

Level 2.

If at the end of three (3) school days next following such presentation, the grievance shall not have been disposed of to the aggrieved's satisfaction, the secretary may file with the president of the Association a written statement of the grievance. Such statement shall be reviewed with the secretary by the said president or his/her designee and if after such review the secretary so desires, the grievance shall be presented in writing by the secretary to the superintendent or his/her designee within five (5) school days.

Level 3.

If at the end of ten (10) school days next following presentation of the grievance in writing to the superintendent the grievance shall not have been disposed of to the satisfaction of the secretary, the secretary may refer the grievance in writing to the chair of the School Committee within five (5) school days.

The Committee or its designated representative and the secretary and, if the secretary so elects, counsel and/or an authorized representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) school days at a time mutually agreed upon by the chair of the School Committee and the president of the Teachers' Association

If any person or persons are to represent the secretary at this meeting, the School Committee will be informed in writing prior to three (3) school days before the meeting of the titles and names (if possible) of such person or persons anticipated. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours.

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Level 4.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VII.

Section 7.

If there is a grievance which directly affects a group or class of secretaries, or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance. If appropriate, an individual grievance may be filed directly at the lowest level of the administration having the appropriate authority to resolve the grievance.

Section 8.

A grievance not initiated within the time specified shall be deemed waived. Failure of the secretary filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. For grievances being processed during the summer, the time limits stated in terms of school days will be interpreted as referring to regular workdays (Monday through Friday, exclusive of any legal holidays).

Section 10.

The School Committee, will, upon request, provide the Association with copies of any documents in its possession including approved minutes of the School Committee which may be necessary for the Association to process grievances under this Agreement.

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ARTICLE 7 ARBITRATION

Section 1.

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice of intention to arbitrate has been received from the Association, then the Association shall within five (5) school days thereafter request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

The parties may by mutual agreement choose to submit more than one grievance to the same arbitrator.

Section 2.

Each party shall bear the expense of its representatives, participants, witnesses and for preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee and the Association to pay shall be limited to the obligation which the Committee and the Association can legally undertake in that connection. In no event shall any present or future members of the Committee or the Association have any personal obligation for any payment under the provisions of this Section.

Section 3.

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decisions solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the secretary or group of secretaries who initiated the grievance.

Section 4.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation of a specific provision of this Agreement.

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ARTICLE 8 CONTINUITY OF EMPLOYMENT

Section 1

The Association agrees that no employee shall engage in, induce, or encourage any strike (whether sympathetic, general, or any other kind), walkout, work stoppage, sit-down, slowdown, withholding of services, boycott (whether primary or secondary), or any other direct or indirect interference, concerted or otherwise, with the Committee's operations. The Committee agrees not to conduct a lockout.

Section 2

The Committee may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance procedures hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced, or encouraged such conduct.

Section 3.

The Committee also retains the right to recover from the Association, either through legal procedures as provided by law, or through the grievance procedures established by this Agreement, or both, such damages as it may suffer by reason of violation of this Article, except that no person shall be liable if he/she did not engage in, induce or encourage activity violative of Section 1, and such person took all lawful steps reasonably within his/her power to have such activity terminated.

Section 4.

The Association retains similar rights under this Section in case of an illegal lockout by the school department.

ARTICLE 9 VACANCIES AND TRANSFERS

In filling vacancies within the Unit, due consideration will be given to the most senior applicant for the newly- created or open position. Notices of all such vacancies will be posted in the offices. Said notices will contain the date by which applications for such

position or transfer must be submitted. It is recognized that the final decision as to whether an individual will be so transferred must rest with the Superintendent of Schools. All vacancies in the unit will be e-mailed to the secretarial personnel.

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If the individual contends that the decision of the Superintendent is arbitrary or discriminatory and bore no valid relationship to the efficiency of school operation, he/she may request and obtain a hearing before the School Committee, whose decision shall be final and binding on all parties.

An individual Unit member may voluntarily transfer to any open position for which he/she is qualified.

ARTICLE 10

LAYOFF

If members of the bargaining unit are to be separated from employment because of lack of work, lack of money or abolition of positions, they shall be separated from employment (laid off) according to their seniority in such unit and shall be reinstated to employment according to seniority, that is to say that bargaining unit members greatest in length of service (seniority), as defined below, shall be retained the longest and reinstated first. Layoff by seniority shall be by category. For the purposes of this Article, categories shall be defined as (1) Administrative Secretaries and (2) Secretaries.

For the purposes of this Article length of service (seniority) shall be defined as length of continuous service from the first date for which compensation was received in a bargaining unit position.

If members of the bargaining unit are to be separated from employment for the reasons set forth above, their names in the order of their seniority shall be placed on a reemployment (recall) list for a period of at least five (5) years. Any and all reemployment shall be done in compliance with the reemployment list.

If a bargaining unit member is impacted by separation from reemployment, he/she may bump any less senior employee in his/her category or any less senior employee whose position the more senior employee is qualified to fill or may be qualified to fill within three (3) months.

The administration shall prepare, post and provide to the Association a copy of an annual seniority list, including the date of hire of employees in the bargaining unit.

ARTICLE 11 HOLIDAYS

All employees covered by this Agreement will be paid at regular straight time wages for the following holidays whenever they are observed on their regularly scheduled workday.

New Year's Day	Independence Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Labor Day
Evacuation Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Bunker Hill Day	Day before Christmas
	Christmas Day

Effective July 1, 2004, secretaries will be granted time off between Christmas Day and New Year's Day.

Any secretary hired prior to July 1, 2013 will be entitled to a lieu day in lieu of a Good Friday holiday, Evacuation Day and Bunker Hill Day will be granted at the approval of both the building principal and the Superintendent.

When a regular paid holiday falls on a Saturday, unit members will receive one lieu day, which may be taken at a future date, subject to approval of their supervisor.

Additional half holidays related to the school calendar will continue to be observed as has been the practice as follows: half day before the Fourth of July, Labor Day, Thanksgiving, and New Year's.

In order to be eligible for payment for such holiday, the employee must have worked his/her full regularly-scheduled shift on the work day immediately preceding and his/her full regularly scheduled shift on the work day immediately following such holiday, unless he/she has previously requested and received permission to be absent on such day.

Absence on one or both of these days shall not affect eligibility for holiday pay if such absence is proven to the satisfaction of the superintendent to be due to illness. In the case of absence on both of these days, the employee shall submit a doctor's certificate as proof of illness.

Absences, not to exceed three (3) days in any one year, shall be allowed Jewish members to observe the Jewish high holidays, two (2) days for Rosh Hashanah and one (1) day for Yom Kippur, if falling within the regular work week. These absences may be deducted from accrued sick leave. A unit member wishing to take a day off on a Jewish holiday may take the day out of vacation time.

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Any employee required to work on any of the above-mentioned fifteen (15) holidays shall either be paid straight time in addition to his/her regular holiday pay or, at the discretion of the Committee, be granted equivalent time off in lieu of extra paid holidays.

If a regular paid holiday falls within the vacation period of a twelve-month secretary, an extra day of vacation shall be allowed.

Two personal days are exclusive of sick leave.

ARTICLE 12 VACATIONS

Section 1.

Any employee covered by this Agreement on the payroll as of July 1 of each year during the term of this Agreement, or any extension or renewal thereof, shall receive vacation with pay as follows:

6 months to 1 year	1 week
1 year to 5 years	2 weeks
5 years to 10 years	3 weeks
10 years to 20 years	4 weeks
20 years and over	5 weeks*

*It is understood that the fifth week of time off may not be given if the needs of the system, as determined by the School Committee, require the attendance of the individual concerned. If attendance of said individual is required by the School Committee, said employee shall receive forty (40) hours' pay at straight-time rate in lieu of time off.

Section 2.

The normal vacation period is from July 1 to Labor Day, or during school vacations. Vacation periods are to be scheduled by the superintendent in accordance with requests submitted to him/her in writing by May 1 with first consideration being given to the

length of service of the employees involved, subject, however, to the needs of the school department.

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Section 3.

It is the intention of the parties that vacation be taken in the year earned and not accumulated from one year to another; however, a maximum of one (1) week's vacation time may be carried over from one year to the next. No compensation will be paid for vacation time accrued outside of the current year in the case of termination due to resignation, retirement or death.

Section 4.

Except in cases of discharge for dishonesty, any employee who is discharged or quits between July 1 of the contract year and his/her scheduled vacation date shall receive the vacation pay due to him/her for that year.

Upon the death of an employee entitled to a vacation allowance, vacation pay shall be paid to the person or persons to whom his/her salary is payable.

Section 5.

If an employee returns to the service of the school department, and his/her period of service with the school department has been interrupted, then after five (5) years of continuous full-time service the amount of service prior to the interruption of his/her work for the school department shall be added to the five (5) or more years of current full-time service to give total service for the purpose of computing "continuous service" for vacation allowances.

Section 6.

Unit members who are employed on an eleven-month basis will be entitled to vacation with pay based (pro-rated) on the schedule set forth above. They will receive the time off with pay to which they are entitled during one or more of the school vacation periods when feasible. In cases where eleven-month members are entitled to more vacation time than there are school vacation periods, salary shall be paid in lieu of unused time. The specific vacation dates will be established by agreement with the Superintendent.

Section 7.

Part-time members working twenty (20) hours or more per week will receive pro-rated vacation time.

ARTICLE 13
HOURS OF WORK – OVERTIME

Section 1.

During the school year, the normal workday is seven (7) hours per day with one (1) hour for lunch. The normal work week is thirty-five (35) hours per week, Monday through Friday, with two (2) consecutive days off. On Fridays during the school year, secretaries may leave one-half hour earlier.

During the summer months and vacation periods when school is not in session, the normal workday is six (6) hours a day with one (1) hour for lunch. The normal work week is thirty (30) hours, Monday through Friday, with two (2) consecutive days off. On Fridays during the summer, secretaries may leave one-half hour earlier.

Scheduling of the summer work hours and lunch will be at the discretion of each building principal, based upon the specific needs in each building. Scheduling approval of summer hours is the final decision of the superintendent. Summer hours shall begin on the day immediately following the close of the school year.

Time authorized to be worked in excess of thirty-seven-and-a-half ($37\frac{1}{2}$) hours per week shall be considered as overtime and shall be compensated for by time off throughout the year at a time mutually convenient for the principal or supervisor and unit member. Time authorized to be worked in excess of forty (40) hours a week shall be pre-approved by the principal and shall be compensated at time-and-one-half the secretary's hourly wage or compensatory time off computed on that basis. The principal shall inform the secretary before the secretary performs the work whether the overtime will be compensated in wages or compensatory time.

Section 2.

It is recognized that schedules may have to be altered by the Superintendent of Schools to serve the best interests of the students.

Section 3.

A lieu day for personnel at the E.B. Newton School will be granted to anyone who works in the Superintendent's Office on a day when school is canceled because of the weather. Other members of this Unit will not be required to work on such days.

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In the event the Superintendent deems it advisable, members whose services are not required by their principal may be instructed to report to other locations to work within their Civil Service classification such as the Business Office, the Superintendent's Office, etc.

Section 4.

Each unit member will be entitled to two (2) ten (10) minute rest period coffee breaks per workday to be taken at a time to be determined by his/her immediate supervisor.

ARTICLE 14 SICK LEAVE

Section 1.

Effective the 2009-2010 school year, twelve-month and eleven-month secretaries and bookkeepers will earn and accrue fifteen (15) days of sick leave per contract year. Part-time members working twenty (20) hours or more per week will receive pro-rated sick time.

Section 2.

In the 2016-17 school year, unused sick leave will accumulate from year to year to a maximum of two hundred (200) workdays.

In addition, for each year of service with the Winthrop School Department, an additional two (2) days per year will be accrued but will be drawn upon only after the base of initial accrual is used up.

Section 3.

Sick leave with pay will be granted to unit members when they are incapacitated by their own sickness or injury. Extension beyond stated sick leaves shall be given in exceptional circumstances at the discretion of the superintendent of schools and the School Committee.

Section 4.

Sick leave will also be granted in cases where exposure to contagious diseases or the presence of the member at his/her post of duty would, in the opinion of the Committee, jeopardize the health of others.

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Section 5

Employees shall notify their immediate supervisor on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, the time expected to be incapacitated, and the date on which they expect to return to work. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay.

Section 6.

Absences for periods in excess of five (5) days' duration and which periods occur more than twice in a calendar year will be paid for only on submission of a doctor's certificate satisfactory to the Superintendent of Schools.

Section 7.

Except as provided in Article XXII, Section 4, unit members whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave not taken.

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any employee rehired after termination of service.

Sick leave earned following return to duty after a leave of absence without pay shall not be applied against such leave of absence.

Sick leave earned in other departments shall not be transferred to school department service.

Section 8.

Sick leave credits will begin at once for persons starting work on their first working day and will accumulate monthly on each anniversary date thereafter.

Section 9.

Unauthorized absence or abuse of sick leave is grounds for disciplinary action up to discharge.

ARTICLE 15 JURY DUTY

The School Committee agrees to comply with the provisions of Massachusetts General Laws, Chapter 234A relative to the service and compensation of unit members on jury duty.

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ARTICLE 16 BEREAVEMENT

Any employee covered by this Agreement may receive a leave of absence of up to five (5) consecutive days without loss of pay during the school year in case of a death in the immediate family. The term “immediate family” means the employee’s spouse, child, father, mother, stepfather, stepmother, grandfather, grandmother, sister, brother, mother-in-law, father-in-law, and grandparents of spouse. Additional bereavement days may be granted by the employee’s immediate supervisor in the case of a death not otherwise covered by this Article.

These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed to enable an employee to attend the funeral or to attend to family of personal matters arising as a result of the death.

ARTICLE 17 PERSONAL LEAVE

Three (3) personal days per year may be utilized during any school year for imperative personal business which could not be effectively conducted outside of the school hours. Reasons for such leave must be made in writing to the Superintendent of Schools as soon as possible and not less than forty-eight (48) hours before the absence occurs whenever possible. Two (2) days will be exclusive of sick days as per current contract; the third personal day is to be taken from sick time. Two (2) unused personal days will accrue as sick leave as of July 1 each year.

This leave shall not be requested so as to extend a holiday or vacation period. Approval of such leave shall not be unreasonable withheld.

ARTICLE 18 INSURANCE BENEFITS

Section 1.

As long as the Town of Winthrop agrees to pay eighty-five (85%) percent of the cost of the Group Insurance Health Plans and one-half (1/2) the cost of a \$2,000 life insurance policy and a \$2,000 accidental death and dismemberment policy, details of which are

covered in a supplementary booklet, the school department will deduct the employee's share from payroll checks for participating members on receipt of the proper authorization.

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On the date of retirement, life insurance may be continued in the amount of \$1,000, one-half (1/2) to be paid by the retiree.

For the retired employee, the hospital-surgical-medical coverage may be continued through the Group Insurance Commission.

Section 2

In the event the Town of Winthrop modifies its insurance plan, similar arrangements for payroll deductions will be made available to school personnel.

Section 3

On the date of retirement, life insurance may be continued in the amount of \$1000, one half to be paid by the retiree. For the retired employee, the hospital-surgical-medical coverage may be continued through the Group Insurance Commission.

Section 4.

School personnel on an unpaid leave of absence may remain in the appropriate health plan by paying the entire premium due to the Office of the Town Treasurer, to the extent allowed by the policy and the law.

Section 5.

The Committee agrees that it will use its best efforts to defeat any attempt to change the practice of the payroll deductions for health insurance on a pre-tax basis, provided it remains permissible under the law.

ARTICLE 19 FAMILY MEDICAL LEAVE

Section 1.

In accordance with the Family Medical Leave Act of 1993, the Committee will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve (12) month period and in accord with the Act. Eligible employees shall be defined as set forth in the Act.

Effective in the 2015-2018 Contract, the Family Medical Leave Act will be updated to include the latest changes in the statute and Regulations.

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Section 2.

The following reasons qualify for leave:

- to care for a newborn or a newly-placed adoption or foster child;
- to care for a child, spouse, or parent with a serious health condition;
- to care for the employee's own serious health condition.

Section 3.

Substitution of Paid Leave

If leave is taken because of the employee's own serious health condition, an eligible employee must first exhaust any accrued paid sick leave, personal leave and vacation.

If leave is taken to care for a child, spouse, or parent with a serious health condition or to care for a newborn or newly-placed adopted or foster child, an eligible employee must first exhaust any accrued paid personal leave and vacation.

If the employee's accrued paid leave is less than twelve (12) weeks, the remaining weeks will be unpaid.

Section 4.

Benefits During Leave

The Committee will maintain health coverage for an employee on leave under this policy at the level and under the same condition as the employee would have enjoyed if not on leave. If the employee fails to return to work following the leave, unless the failure to return is due to the continuation, reoccurrence, or onset of a serious medical condition of himself/herself or family, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of health coverage during the period of leave.

Section 5.

The twelve (12) month period shall be a rolling period.

Section 6.

Seniority shall accrue while an employee is on an approved FMLA leave.

Section 7.

Extended Leave

In the event an employee desires a leave without pay longer than provided under the FMLA, the procedure listed will be followed:

- (a) The employee shall request the leave in writing, including the expected date of return.
- (b) Such leave shall not be unreasonably denied.

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ARTICLE 20

WAGES

Section 1.

The Committee will establish the entry salary schedule and step level of all clerical employees entering the system. Members will receive credit on the salary schedule for all past school department service.

Unit members who are within the system will not request or be granted additional step increases except for changes in classification or additional duties.

The basic salary schedules for unit members effective July 1 2015-June 30, 2018 are set forth in Appendix A. Schedule A, B, and C members' increases will normally be based upon length of service as of July 1 for twelve-month members and September 1 for eleven-month members, except that increments may be withheld when a member has failed to perform his/her duties in a satisfactory manner. In any instance where an employee is denied an annual increment, the question of whether the Committee has good cause for taking such action may be presented through the grievance procedure.

Section 2.

A super maxima for services above base rate will be paid for years of local service as follows:

2015-16	no change	2016-17; 2017-18
10 years	\$ 700.00	10 years \$1,000.00
15 years	\$ 900.00	15 years \$1,200.00
20 years	\$1,100.00	20 years \$1,400.00
		25 years \$1,600.00

Section 3.

Any employee terminating his/her service with the school system is required to give two (2) weeks' notice in order that a satisfactory replacement may be obtained. The Committee, at its discretion, may elect to waive such notice and to pay the employee to date.

Section 4.

In recognition of dedicated service to the Winthrop School Department, any employee covered by this Agreement who has worked for the Winthrop Public School System for twenty (20) years may obtain an increase in compensation in the final year by following the procedure set forth below

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An eligible employee who desires to participate in this program will notify the Superintendent of School by November 1 of the calendar year prior to that in which he/she intends to retire. If such notice is submitted in writing by November 1, then at the commencement of the final calendar year all accumulated sick leave (except that which is to be credited monthly during the final year) shall be wiped off the books and in lieu thereof the annual salary of the individual concerned will be increased as of January 1 by an amount equal to twenty (20) dollars per day for each day of sick leave surrendered. In the event the individual fails to retire immediately upon the conclusion of the calendar year for which the money is appropriated (unless prevented from doing so by death), the unit member will agree in writing to pay the Town of Winthrop the differential between the earnings which he/she actually received under the provisions of this Section and that which he/she would have received had he/she not submitted the intention to retire, said amount to be deducted from the final paychecks of the calendar year.

In the event the individual determines to retire at a time other than the end of the calendar year, the provisions of this Section may be altered to provide said increase in pay for the final twelve (12) month period of employment, provided that notice is given to the Committee in sufficient time to make the appropriation for such increase.

Section 5.

- (a) Stipend for Secretary with a degree: \$500 (begin by 1992-1993)
- (b) Effective July 1, 2005, the following stipends are established:

Position	Stipend
High School Graduation	\$1,000 (2 High School Secretaries will perform the duties and receive this stipend.)
Transportation	\$1,600
Moving-On (Middle School)	\$ 750

An AP Stipend of \$1300 will be offered first to members of the Secretarial Unit and then to other High School Personnel who may be outside the bargaining unit.

ARTICLE 21

SICK LEAVE BANK

Section 1.

Effective for the duration of this Agreement, a Sick Leave Bank will be established for use by qualified members of the bargaining unit whose sick leave accumulation is

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exhausted through serious prolonged illness/accident and who require additional leave to make full recovery from an extended illness or accident.

Section 2.

Each member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank to be utilized by members who qualify and who have exhausted their own individual leaves, both annual and accumulated, and who still have a serious extended illness.

Section 3.

Personnel shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days (after submission required by Section 2). Once an employee has become eligible for the benefits of the Sick Leave Bank, he/she shall continue such eligibility for the duration of this Agreement.

Section 4.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee will consist of two (2) members designated by the School Committee to serve at its discretion and two (2) members designated by the Association to serve at its discretion.

Section 5.

Any sick leave granted under the provisions of this Article shall expire at the end of the school year.

There shall be no accumulation or carryover to successive years of unused Sick Leave Bank days beyond the term of this Agreement.

Section 6.

Sick Leave Bank days shall be available only after the infirmed employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Section 7.

All requests for grants from the Sick Leave Bank shall be in writing and shall be accompanied by certification of a physician as to the illness and/or disability of the employee and the anticipated extent of recovery time necessary.

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Section 8.

Application for benefits may be made prior to the employee's exhaustion of his/her personal sick leave to expedite benefits, but drawings upon the Sick Leave Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

Section 9.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

If additional days are needed, they must be requested in writing and contain further certification by a physician.

Section 10.

The Sick Leave Bank Committee may request further evidence or a second physician's opinion before granting additional days from the Sick Leave Bank.

Section 11.

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Sick Leave Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Sick Leave Bank and in determining the amount of leave.

(a) medical evidence of serious extended illness;

(b) prior utilization of eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family, and in no instance may days be withdrawn for purposes of a normal maternity.

ARTICLE 22
AGENCY SERVICE FEE

Section 1.

Pursuant to Massachusetts General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Association an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted at each pay period.

Section 2.

In consideration of the School Committee's agreement to an agency fee provision, the Association hereby agrees to indemnify the School Committee, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, back pay, interest, or other forms of liability however denominated which may arise out of, or by reason of any action by the School Committee, its agents, officers, and employees in entering into or taken to enforce, or defend its enforcement of, said provision, including discharge for nonpayment, including all legal fees, costs, and damage awards incurred by the School Committee, its agents, officers and employees.

Section 3.

No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of Massachusetts General Laws, Chapter 150E, Section 12 and 456 CMR 17:00.

ARTICLE 23
SMALL NECESSITIES LEAVE ACT

Section 1.

Employees who are eligible for twenty-four (24) hours of unpaid leave pursuant to the Small Necessities Leave Act (Massachusetts General Laws, Chapter 149, Section 52D) must substitute any accrued paid personal leave for any of the leave provided under the Act.

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Section 2.

To be entitled to leave, employees must provide notice to the Superintendent as follows:

- (a) If the need for leave is foreseeable, the employee must request the leave not later than seven (7) days in advance;
- (b) If the need is not foreseeable, the employee must notify the employer as soon as practicable under the particular circumstances of the individual case;
- (c) Employees must complete the attached certificate form.

Employee's Certification

I certify that on _____ I will/did take _____ hours of leave for the following purpose:

- _____ to participate in school activities directly related to the educational advancement of my son or daughter;
- _____ to accompany my son or daughter to routine medical or dental appointments such as check-ups or vaccinations;
- _____ to accompany an elderly relative to routine medical or dental appointments for other professional services related to the elder's care.

Name: _____ Date: _____

REORGANIZATION OF NEW BUILDING

In the event that any school or grade reorganization plans are to be made due to the opening of the new buildings, the School Committee agrees to bargain over the impact, upon proper request from the Winthrop Teachers' Association.

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ARTICLE 25 MISCELLANEOUS

In the absence of a principal or department administrator, an administrative secretary or secretary shall not be required to make decisions regarding the personnel and/or students of a building or department. The principal or department administrator shall assign a teacher to be in charge in his/her absence.

Employees shall be required to sign in upon arrival at school each day and sign out if they leave during the day

ARTICLE 26 SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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 immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 27 PROBATIONARY PERIOD

All new employees hired after July 1, 2005, shall serve a one-hundred-eighty (180) day probationary period during which any discipline, suspension, or discharge shall be in the sole discretion of the Superintendent and/or his designee and shall not be subject to the grievance and arbitration provisions of this Agreement. No secretary, after completion of the probationary period, shall be disciplined, discharged, reprimanded,

reduced in rank or compensation or deprived of any professional advantage without just cause.

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ARTICLE 28

Background Checks (CORI and SAFIS)

It shall be the policy of the school district that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children. The School Committee shall only obtain a fingerprint background check for current and prospective employees for whom the School Committee has direct hiring authority. In the case of an individual directly hired by the school committee, the Chair of School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The School Committee, Superintendent or Principal, as appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by the School Committee, school or employed by the city or town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. The employer shall continue to obtain periodically, but not less than every three (3) years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. “Contact” refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

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Requesting CHRI (Criminal History Record Information) checks.

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Access to CHRI

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CJIS Security Policy have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

Retention and Destruction of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents of the following purposes *only*:

- Historical reference and/or comparison with future CHRI requests
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

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CHRI will be kept for the above purposes in a secure location in the office of the Superintendent.

When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJI

Determining Suitability

In determining an individual's suitability, the following factors will be considered; these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district. A record of the suitability determination will be retained. The following information will be included in the determination:

]

- The name and date of birth of the employee or applicant
- The date on which the school employer received the national criminal history check results, and
- The suitability determination (either "suitable" or "unsuitable")

A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

Relying on Previous Suitability Determination

The school employer may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

- The suitability determination was made within the last seven years; and
- The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and

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- The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employees; or
- If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon the request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the district will take the following steps prior to making a final adverse determination:

- Provide the individual with a copy of his/her CHRI used in making the adverse decision;
- Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

Secondary Dissemination of CHRI

In an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI. The following information will be recorded in the log:

- Subject Name
- Subject Date of Birth

- Date and Time of the dissemination
- Name of the individual to whom the information was provided
- Name of the agency for which the requestor works
- Contact information for the requestor and
- The specific reason for the request.

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Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts Educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing, within thirty (30) days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results/ The Superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the Commissioner in writing within thirty (30) days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

This Statewide Applicant Fingerprint Identification Services (SAFIS) Form will be given to school employees who must comply with the background check policy.

Winthrop Public Schools
Town Hall
One Metcalf Square
Winthrop, MA 02152

REQUIRED

STATEWIDE APPLICANT FINGERPRINT IDENTIFICATION SERVICES (SAFIS)

As part of the Commonwealth of Massachusetts Statewide Applicant Fingerprint Identification Services (SAFIS), all school employee must go through a state and national criminal history record check.

In order to comply with this program, all employees must go to the following website <http://www.identogo.com/FP/Massachusetts.aspx>. The site will provide information and closest locations (Beverly, Dorchester, Tewksbury or Wilmington) to make an appointment for fingerprinting. At the time of your fingerprinting you will receive a

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receipt which is proof that you have completed the process. This receipt needs to be returned to the Superintendent's office.

Name
of Applicant _____

Position _____

School _____

Adopted by the Winthrop School Committee 5/18/15

ARTICLE 29 VOLUNTARY AND INVOLUNTARY TRANSFERS

Section 1 – General

When a vacancy in an ESP position occurs, the position/school will be posted and e-mailed to all ESP's.

A position vacant on or after April 1st may be filled for the remainder of a school year; however, the position will become a vacancy on the last day of school.

ARTICLE 30 ACCESS TO KEYS POLICY

To the extent members of the bargaining unit have been given access to keys to a school, they shall sign for and be subject to the Access to Keys Policy. A copy of the policy is attached as Appendix C.

ARTICLE 31 DURATION

Section 1

This Agreement shall become effective July 1, 2015 and shall continue in full force and effect until June 30, 2018, and from year to year thereafter, unless either party notifies the other prior to May 1, 2017 or any May 1 thereafter of its desire to terminate or modify the Agreement.

Section 2.

During negotiations, the Committee and the Association representatives will present relevant data, exchange points of view, and make proposals and counterproposals as each

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deems appropriate. Either party may, if it desires, utilize the services of outside consultants and may call upon professional or lay representatives to assist in negotiations.

Section 3.

In the event that any school or grade reorganization plan is to be implemented before the expiration of this Agreement, the Winthrop Teachers' Association reserves the right to propose relevant changes in the Contract, and the Winthrop School Committee shall bargain in good faith regarding such proposals.

IN WITNESS WHEREOF, the parties have set their hands and seal by their duly authorized representatives this 29th day of November 2015.

WINTHROP TEACHERS' ASSOCIATION

WINTHROP SCHOOL COMMITTEE

APPENDIX A – SALARY SCHEDULE 2015-2018

Schedule A Secretaries

	2015-2016 2%	2015-2016 1%	2016-2017 3%	2017-2018 4%	2017-2018 1%
1	29,502	29,797	30,691	31,919	32,238
2	30,447	30,751	31,674	32,941	33,270
3	31,058	31,369	32,310	33,602	33,938
4	32,552	32,878	33,864	35,218	35,571
5	33,890	34,229	35,256	36,666	37,033
6	35,017	35,367	36,428	37,885	38,264
7	36,959	37,329	38,448	39,986	40,386
8	38,189	38,571	39,728	41,317	41,730

Schedule B Secretaries

	2015-2016 2%	2015-2016 1%	2016-2017 3%	2017-2018 4%	2017-2018 1%
1	30,785	31,093	32,026	33,307	33,640
2	31,728	32,045	33,007	34,327	34,670
3	32,724	33,051	34,043	35,404	35,759
4	33,833	34,171	35,196	36,604	36,970
5	35,175	35,527	36,593	38,056	38,437
6	36,298	36,661	37,761	39,271	39,664
7	38,239	38,621	39,780	41,371	41,785
8	39,473	39,868	41,064	42,706	43,133

Schedule C Secretaries

	2015-2016 2%	2015-2016 1%	2016-2017 3%	2017-2018 4%	2017-2018 1%
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STEPS

1	31,010	31,320	32,260	33,550	33,886
2	31,955	32,275	33,243	34,572	34,918
3	32,950	33,280	34,278	35,649	36,005
4	34,060	34,401	35,433	36,850	37,218
5	35,400	35,754	36,827	38,300	38,683
6	36,523	36,888	37,995	39,515	39,910
7	38,417	38,801	39,965	41,564	41,979
8	39,696	40,093	41,296	42,948	43,377

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APPENDIX B**ELECTRONIC COMMUNICATION SYSTEM/NETWORK
ACCEPTABLE POLICY**

It is the policy of the Winthrop Public Schools that staff will use the school district's electronic communication system/network ("system/network"), including the Internet, voice mail, and e-mail, in a responsible, legal, and ethical manner. Failure to do so or otherwise to comply with this Acceptable Use Policy may result in the suspension or termination of system/network privileges for the user, disciplinary action up to and including discharge, and/or prosecution under federal or state law.

PURPOSE

The system/network is the property of the school district and is intended to be used for business purposes only. This may include using the system/network to conduct research and to communicate with others concerning educational and business matters.

ACCEPTABLE USE

Use of the system/network is a privilege, not a right. Any use of the system/network must be consistent with, and directly related to, the educational objectives and business purposes of the Winthrop Public Schools. A violation of the terms of this Acceptable Use Policy may result in the suspension or termination of system/network privileges, and also may result in other disciplinary action, consistent with an applicable collective bargaining agreements, statutes, or district-wide disciplinary policies. Users should be aware that violation of these provisions that constitute a crime also may result in criminal prosecution.

The following conduct violates the Acceptable Use Policy:

- (a) using the system/network for personal or recreational purposes or activities;

- (b) sending “chain letters” or “broadcast” messages to lists of individuals; or subscribing to “listserves” or “newsgroups,” without permission;
- (c) accessing discussion groups or “chat rooms” whose purpose is not primarily educational;
- (d) using the system/network to buy, sell, or advertise anything, without permission;
- (e) using the system/network for gambling purposes;
- (f) using the system/network for political campaigning purposes, including but not limited to attempts to influence ballot questions or to promote or oppose a candidate for public office;

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- (g) using or transmitting profane, obscene, vulgar, sexually explicit, threatening, defamatory, abusive, discriminatory, harassing, criminal, or otherwise objectionable messages or materials via the system/network; employees are also prohibited visiting Internet sites posting such materials from downloading or displaying such materials;
- (h) using the system/network for illegal purposes, in support of illegal activities, in a manner that violates any federal or state law, or for an activity prohibited by school district policy, including but not limited to the spreading of computer viruses;
- (i) using another person’s password or pretending to be someone else when using the system/network;
- (j) accessing, reading, altering, deleting, or copying another user’s messages or data without express written approval;
- (k) attempting to gain unauthorized access to system/network programs or computer equipment, including attempts to override, or to encourage otherwise to override, any firewalls established on the system/network;
- (l) installing software or sate on the system/network without first having the information scanned by the system/network administrator for viruses or other incompatibility.

Employees are required to comply with copyright, software licenses, and intellectual property laws. The school district strongly condemns the illegal distribution (otherwise known as “pirating”) of software. Any users who are caught transferring such files through the network, and whose accounts are found to contain such illegal files, shall have their system/network privileges terminated. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

MONITORED USE

All messages and information created, sent, or retrieved on the system/network agree the property of the Winthrop Public Schools, and should not be considered to be confidential. The system/network’s backup mechanism automatically stores

communications, including those that employees “delete”. Although the school district does not plan to review such communications on a regular basis, it reserves the right to access and monitor all messages and information on the system, as it deems necessary and appropriate in the ordinary course of business, to prevent abuse by employees, to ensure the proper use of resources, and to conduct routine maintenance. Where appropriate, communications, including text and images, may be disclosed to law enforcement officials in response to proper request, or to other third parties in the context of proper requests in the course of litigation, without the prior consent of the sender or receiver. Employees who use the system/network are considered to have consented to such monitoring and disclosure.

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The system/network is not to be considered a resource intended for use as a public forum or for any purpose that is not directly related to the school district’s business interests. E-mail messages are public records, subject to disclosure under Massachusetts General Laws, Chapter 66, Section 10. E-mail communications, therefore, should be printed and maintained in hard copy in the school district’s files, so that they can be made available to the public, upon request, for inspection or copying.

Employees should avoid sending documents or information containing confidential sensitive material, such as student records and personnel information, via the system/network, due to concerns related to the security of such documents or information.

Employees should not discuss litigation in e-mail messages, because such messages are not privileged and are subject to discovery in litigation against the school district.

LIABILITY

The Winthrop Public School System assumes no responsibility or liability for:

- (a) any unauthorized charges or fees incurred as a result of an employee’s use of the system/network, including but not limited to telephone charges, long distance charges, per minute surcharges, and/or equipment or line charges;
- (b) any financial obligations arising out of the unauthorized use of the network for the purchase of products or services;
- (c) any information or materials that are transferred through the system/network;

- (d) any cost, liability, or damages caused by a user's violation of this Acceptable Use Policy, or any other inappropriate use of electronic resources of the Winthrop Public Schools.

The Winthrop Public School System makes no guarantee, implied or otherwise, regarding the reliability of the data connection, and shall not be liable for any loss or corruption of data resulting while using the system/network.

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EMPLOYEE CONFIRMATION OF RECEIPT

I certify that I have received, been provided an opportunity to ask questions about the content of, and understand the Electronic Communication System/Network Acceptable Use Policy of the Winthrop Public School System.

I acknowledge that the Winthrop Public School System telecommunication system, including but not limited to voice mail, fax mail, electronic mail, and access to the Internet is Winthrop Public School System property and by my use of the system consent to the monitoring of the system.

I further acknowledge that my continued access to the telecommunication system is conditioned upon strict adherence to the policy. Any violation of this policy or use of the Winthrop Public School System telecommunication system for improper purposes shall subject me to discipline, up to and including discharge.

Employee Name

Employee Signature

Date

APPENDIX C
ACCESS TO KEYS POLICY

I, _____ an employee at the
_____ School in Winthrop, Massachusetts, acknowledge
that I have been given keys to the _____ School. I understand
and agree that as a recipient of the keys to the school, I may access the school as needed
in order to perform my job. I further understand that I am not permitted to make
additional keys without authorization from _____,
nor am I permitted to transfer, give, or loan the keys to any individual who has not been
authorized by _____, principal of the
_____ School to receive a set of keys. A violation of this policy may
subject me to discipline.

Employee Name

Employee

APPENDIX D

LETTER OF UNDERSTANDING

THE WINTHROP SCHOOOL COMMITTEE AND THE WINTHROP TEACHERS' ASSOCIATION (SECRETARIAL UNIT) AGREE THAT:

Upon the recommendation of the Superintendent and approval of the School Committee, a the school-age children of non-resident secretary employed by the Winthrop Public Schools may enroll, without charge for tuition in the Winthrop Public Schools, subject to the following conditions:

- (a) The child may attend the Winthrop Public Schools only after a determination has been made that there is an available seat. If the number of non-resident students seeking acceptance exceeds the number of available seats, the students shall be selected by lottery. The Committee shall be under no obligation to overcrowd a classroom or hire additional staff to fulfill the terms of this side letter.
- (b) The Winthrop School Committee shall be under no financial obligation or liability for any Chapter 766, bilingual, or other special program expense in regard to such non-residential children.
- (c) The Winthrop School Committee shall be under no obligation to supply transportation to such non-resident children.
- (d) A non-resident child enrolled in the Winthrop Public Schools pursuant to this Letter of Understanding may remain in the school system as long as:
 - 1. the parent is employed by the Winthrop Public Schools;
 - 2. the child abides by the rules and regulations of the School

System;

3. there is no additional cost to the Winthrop Public Schools under paragraphs (b) and (c);
4. the terms of this Letter of Understanding remain in effect.

An individual secretary, with or without the Winthrop Teachers' Association may request to meet with the School Committee to review an unfavorable decision; however, any decision of the School Committee made pursuant to the terms of this Letter of Understanding shall be July 1, 2012 to June 30 2015.