

AGREEMENT BETWEEN THE
SEEKONK SCHOOL COMMITTEE
AND
LOCAL 1701, STATE COUNCIL NO. 93,
AMERICAN FEDERAL OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

SUPERVISORY AIDES

INSTRUCTIONAL AIDES

JULY 1, 2021 THROUGH JUNE 30, 2024

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AGREEMENT

This agreement made and entered into this 15th day of September, 2021 by and between the School Committee of the Town of Seekonk, hereinafter referred to as the "Committee," and Local 1701, State Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Committee and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I – RECOGNITION

The Committee recognizes the Union for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder as the exclusive bargaining agent and representative of a bargaining unit consisting of all instructional aides and supervisory aides employed by the Committee. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provision of Chapter 150E of the General Laws of Massachusetts.

ARTICLE II – COMMITTEE RIGHTS

The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be construed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion without any such exercise being the subject of a grievance proceeding hereunder. The Superintendent of Schools, hereinafter referred to as the Superintendent, shall serve as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of the Agreement.

ARTICLE III – PROBATIONARY PERIOD

The first ninety (90) calendar days of continuous employment of any employee shall constitute his/her probationary period. No layoff, suspension, discipline, or discharge made during any employee's said probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder. During the probationary period, employees will be provided training and appropriate training materials that will be developed by a joint labor management group.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 1

The regular workweek of employees shall be scheduled over five (5) workdays, Monday through Friday, and shall not exceed thirty-five (35) hours in the case of instructional aides, and twenty-three hours and forty-five minutes (23.75) in the case of supervisory aides.

Hours for Supervisory Aides:

Aitken & Martin Schools

9:50 a.m. - 2:35 p.m.

Hours for Instructional Aides:

Aitken & Martin Schools (Kindergarten as well)	8:45 a.m. – 3:15 p.m.
Middle School	8:00 a.m. – 2:30 p.m.
	8:15 a.m. - 2:45 p.m. voluntary basis
High School	7:15 a.m. – 2:00 p.m.
Library Aides	8:00 a.m. - 2:30 p.m.

Section 2

The starting and ending times of the daily work schedules of said employees shall be determined and fixed by the Committee and such schedules may be changed from time to time by the Committee to meet changing conditions of operations. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. The regular workweek and regular workday described in the Article shall not be deemed a guarantee by the Committee that any particular number of hours of work will be available nor in any way limit or restrict the rights of the Committee to schedule overtime work. Each employee who works in excess of five (5) hours in any workday shall have a daily lunch period of thirty (30) minutes without pay.

Section 3

Hours worked in excess of an employee's regular hours as set forth in Section 1 shall be compensated at the employee's regular rate of pay; except that any work performed at the request of the Committee in excess of eight (8) hours in any workday and in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

Section 4

Each employee whose workday is comprised of more than three and one-half (3 ½) hours will be given a fifteen (15) minute rest period without loss of pay.

Section 5

Employees may be assigned additional paid work days before the beginning of the school year and/or after the end of the school year at the discretion of the employer. Instructional Aides will be required to attend one (1) in-service day. Employees will be notified within 30 calendar days prior to such date.

Section 6

If an employee is required to attend any training outside of the school district the employee will be reimbursed for mileage at the IRS rate. The employee will also be paid their normal hourly rate for the hours attended at the training and travel time.

Section 7

Bargaining Unit members shall receive a full day's pay for early release on the last day of school.

ARTICLE V – WAGES

Hourly Rates for Instructional Aides

Step	FY2022 (2%)	FY2023 (2%)	FY2024 (2%)
1	\$14.20	\$14.48	\$14.77
2	\$14.81	\$15.11	\$15.41

3	\$15.71	\$16.02	\$16.34
4	\$16.61	\$16.94	\$17.28
5	\$18.70	\$19.07	\$19.45
	FY2022 (2.5%)	FY2023 (2.5%)	FY2024 (2.5%)
6	\$21.25	\$21.78	\$22.32

Hourly Rates for Supervisory Aides

Step	FY2022 (2%)	FY2023 (2%)	FY2024 (2%)
1	\$13.52	\$13.79	\$14.06
2	\$13.77	\$14.05	\$14.33
3	\$14.31	\$14.60	\$14.89
4	\$15.27	\$15.57	\$15.89
5	\$17.03	\$17.37	\$17.72
	FY2022 (2.5%)	FY2023 (2.5%)	FY2024 (2.5%)
6	\$17.97	\$18.42	\$18.88

Section 1

Subject to the provisions of this Agreement, the compensation of each employee shall be determined in accordance with, and shall conform to, the wage schedules and the effective dates thereof set forth herein.

Section 2

Each employee as of July 1 of each work year shall receive step increments successively to the next higher rate within his/her salary schedule, subject to the following condition: That he/she has worked at least half of the school year during the preceding work year in the Seekonk Public School System. All days in which an employee is in a pay status shall be considered as days worked. Should a prospective hire possess a degree higher than an Associate's Degree, the principal may extend an offer, with the approval of the Superintendent, at a higher step (maximum step 3).

However, the Principal reserves the right to staff for students appropriately, and may extend an employment offer, with the approval of the Superintendent, to a prospective employee at a step other than the first step (maximum step 3), if:

- a. The prospective hire does have experience in another school district; and
- b. The Superintendent reasonably believes the offer is necessary to meet current student requirements.

Section 3

An employee who is assigned on a temporary basis to perform the duties and responsibilities of a position in the bargaining unit having a higher rate of compensation, shall receive such higher rate of compensation for each day he/she is assigned to such position.

Section 4

An employee who is assigned by the building principal to fill in as a substitute teacher for a cumulative total that equals 31 - 70 minutes shall be paid an additional \$9.00 for a period of time.

An employee assigned by the building principal to fill in as a substitute teacher for a FULL DAY, shall be paid an additional \$75.00.

A FULL DAY is:

Aitken & Martin Schools	8:45 a.m. - 3:15 p.m.
Middle School	8:00 a.m. - 2:30 p.m.
High School	7:15 a.m. - 2:00 p.m.

ARTICLE VI – HOLIDAYS

Section 1

The following days, except as noted herein, shall be considered holidays: New Year's Day, Martin Luther King Jr.'s Birthday, the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, if it falls within the employee's regular work year, the second Monday in October, Veterans' Day, one half (1/2) day prior to Thanksgiving Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Eve, Good Friday if it is not a workday during that school year, and Juneteenth.

Section 2

Each employee whose presence on duty is not required to maintain essential services shall be excused from duty on said holidays and shall receive holiday pay at his/her regular hourly rate for the number of hours equal to his/her regular daily work schedule. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on his/her holiday.

Section 3

An employee required to work on a holiday shall be paid for each hour worked at the rate of one and one-half (1 ½) times his/her regular rate of pay. Such pay shall be in addition to the holiday pay to which he/she is entitled as set forth in Section 2 above.

Section 4

To be eligible for holiday pay an employee must be in a pay status on his/her scheduled workday immediately prior to and his/her scheduled workday immediately after the holiday.

Section 5

Employees shall be compensated for holidays in Section 1 above, which occur and are celebrated on Saturday – specifically, Veterans' Day, the day before Christmas Day, Christmas Day, New Year's Day and New Year's Eve.

ARTICLE VII – SICK LEAVE

Section 1

Sick leave shall be granted, without loss of pay, to all employees when they are incapacitated for the performance of their duties by illness or injury. They shall accrue sick leave at the rate of one and one-half (1 ½) days for each month of their work year, not to exceed a total of fifteen (15) days per year. Sick leave as is not used shall accumulate and be available for use in any succeeding work year, except that

no employee shall be permitted to carry over for use in any succeeding work year an amount in excess of one hundred sixty-five (165) days.

Section 2

Absences on sick leave in excess of three (3) consecutive days will require a doctor's note.

Section 3

The Committee reserves the right to require an employee who is or has been on sick leave to be examined by an independent physician at the Committee's expense.

Section 4

An employee who is unable to work because of an occupational injury, which is incurred in the course of his/her employment by the Committee and which is compensated under the provisions of the Massachusetts Worker's Compensation Act, shall, upon his/her written request to the Superintendent, receive as a charge against his/her accrued sick leave the difference between his/her current salary and the amount he/she receives as Worker's Compensation.

Section 5

An employee who is required to give bedside or household attention to his/her child or spouse with a serious illness will be permitted to use his/her accrued sick leave for such purpose in an amount not to exceed seven (7) days in any one work year. An additional three (3) sick days may be used for this purpose at the discretion of the Superintendent. An employee may also use such leave for an immediate family member (father, mother, sister, brother, mother-in-law, father-in-law) provided that such days in total do not exceed the amount afforded in this section (seven days plus three with Superintendent's approval). It is understood that such leave is for serious illnesses only.

It is understood that the provisions of the Family and Medical Leave Act of 1993 "FMLA" apply to all eligible members of the bargaining unit. If the leave benefits in the collective bargaining agreement are less than those available under the FMLA, the more generous provisions of FMLA shall prevail.

Section 6

Employees leaving the School Department after twenty (20) years of service and who are leaving for reasons other than cause, shall be entitled thirty percent (30%) of their per diem rate for each day of accrued sick leave within the limits imposed under Section 1. Employees hired after July 1, 2005, will not be entitled to this benefit.

Section 7

Sick time accruals will be available, each pay period, on an employee's pay stub.

ARTICLE VIII – BEREAVEMENT LEAVE

Employees shall be granted leaves of absence without loss of pay for periods not in excess of four (4) days in each case in the event of death in their immediate family. Immediate family shall include spouse, child, father, mother, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In the event of the death of a spouse, child, father, mother, sister, brother, grandparent or grandchild one (1) additional day shall also be granted. In exceptional circumstances involving the death of another close relative or a household member, an employee may be granted, at the discretion of the Superintendent, up to two (2) days of

absence without loss of pay. The Union agrees that the provisions of this Section shall be administered and followed in light of their purposes, which is to provide the opportunity, when needed, for an employee to attend the funeral, or to attend to a family or personal matter arising as a result of the death of any such person.

ARTICLE IX – PERSONAL LEAVE DAYS

Section 1

Each employee shall be granted two (2) days without loss of pay in each work year for religious, personal, legal, business, household, or family matters that cannot be reasonably attended to outside of the normal workday. Application for such personal leave shall be made at least three (3) school days before taking such leave. The employee requesting such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under the provisions of this section. Such personal leave day, except in the case of an emergent and unavoidable condition, shall not be taken on the day before or the day after a holiday or a vacation period, except that:

- a. Two (2) aides per building may take a personal day on any one of the above specified days.
- b. Requests will be honored in order of receipt at the central office.
- c. Only one (1) personal day per employee may be used under this section in any one year.
- d. One half (1/2) personal day will be allowed.
- e. It is agreed to and understood by both parties that personal days are not to be used for vacation purposes.
- f. Personal day requests will not be affected by teachers' personal days.

ARTICLE X – LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted by the Committee for reasons of health or for other purposes for periods not in excess of one (1) year. Leave of absence without pay will not be granted during the school year for other than health reasons except in exceptional circumstances. Exceptional circumstances will be determined at the total discretion of the employer. Requests for leaves of absence without pay shall be submitted in writing to the Superintendent with the reasons thereof.

ARTICLE XI – JURY DUTY

The Committee agrees to make up the difference in an employee's wages between a normal day's wage and the compensation he/she receives for jury duty, providing that such jury duty prevents the employee from performing his/her duties during normally assigned hours of work.

ARTICLE XII – VACANCIES

Section 1

Written notice of all vacancies which shall occur in positions in the bargaining unit shall be placed on a bulletin board in each school building and a copy of such notice be given to the Union Steward either via hard copy or email. The written notice shall indicate the duties, qualifications and rate of pay of the position and the date within which applications should be filed with the Superintendent. Such date shall not be less than seven (7) days from the date of the posting of the notice, and any vacancy that occurs thirty (30) days prior to the start of school will be posted for five (5) days, except in cases of emergency. Applicants for such positions may also be solicited from persons outside the bargaining unit.

Section 2

All such vacant positions shall be filled by the selection of an employee from the bargaining unit on the basis of seniority, if the qualifications of the employee are, in the opinion of the Committee, substantially equal to those of any other applicant. Written notice of each appointment will be given to all employees in the bargaining unit who made written application for the position.

ARTICLE XIII – SENIORITY

Section 1

Seniority as used herein, shall mean an employee's continuous length of service in years, months and days in the employ of the Committee as a Supervisory Aide or an Instructional Aide. An employee's seniority shall begin after the completion of his/her probationary period and shall be retroactive to the first day of his/her current employment by the Committee. Supervisory Aides' seniority will be prorated according to hours of work (4.75 hours per day) whereas Instructional Aides work six (6) hours per day.

Section 2

Seniority shall be applied among the employees in the bargaining unit who are qualified and available to perform the required work. When employees are laid off, employees with the longest service shall be laid off last and rehired first. No new employees shall be hired until all laid-off employees, who are qualified and available to perform the required work shall have been rehired.

Section 3

Transfers from one position in the bargaining unit to another position in the bargaining unit shall be at the sole discretion of the Committee. Applicants for vacant positions shall be solicited from employees in the bargaining unit and may be solicited from persons outside said unit. Every such vacancy shall be filled by a transfer of an employee from the bargaining unit on the basis of seniority if the qualifications of such employee are, in the opinion of the Committee, substantially equal to those of any other applicant.

Section 4

When employees are laid off, they shall be classified into two groups:

Group 1 – Supervisory Aides: These employees can only bump the least senior supervisory aide(s)

Group 2 – Instructional Aides: These employees can bump the least senior instructional aide(s) or the least senior supervisory aide(s)

ARTICLE XIV – NON-INSTRUCTIONAL DUTIES

Section 1 - Driving Students - Allowances & Compensation

Instructional Aides may drive the minibus which does not require an additional license. Any collective bargaining unit member who drives will be compensated at an additional rate of \$50 per day for each day they drive the minibus. Instructional Aides may decline to drive the minibus with no fear of reprisal or loss of student activity. Instructional Aides will be given 24 hours' advance notice if they will be asked to drive the minibus.

ARTICLE XV – UNION CONTRIBUTIONS

Section 1

The Committee will, at the written request of an employee, made to the Superintendent on a form approved by the Committee, make deductions in the manner provided for herein from the compensation paid to said employee for his/her regular, current and annual dues as a member of the Union. The total of said deductions shall equal the regular annual dues of the Union and said deductions shall be made in twenty (20) equal amounts to be deducted on the first pay day of each month.

The Committee will, at the written request of an employee (membership card), made to the Superintendent on a form approved by the Committee, make deductions in the manner provided for herein from the compensation paid to said employee for his/her regular, current and annual dues as a member of the Union.

Section 2

Any such authorization made by an employee in accordance with Section 1 above may be withdrawn by such employee by giving at least sixty (60) day notice in writing of such withdrawal to the Superintendent. Such authorization, if not previously cancelled or revoked, shall be deemed automatically terminated upon the termination of employment of the employee by whom it was signed.

Section 3

During the term of this Agreement, employees may tender an initiation fee, monthly membership dues, and PEOPLE contributions, to the Union by signing the authorization form(s) and, in accordance with the terms of the form, which shall also be submitted to the employer, the employer agrees to deduct said dues/fees/contributions from the pay of each employee in the unit who signed the form and remit the aggregate amount to the Union along with a list of employees who had said dues/fees/contributions deducted. The Union hereby agrees to indemnify the employer(s) and hold it/them harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1

The purpose of this procedure is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Union agree that the proceedings hereunder will always be as informal and confidential as possible at any level of the procedure.

Section 2

Nothing herein contained will be construed as limiting the right of an aggrieved employee from presenting his/her grievance to the Committee and having such grievance heard without intervention of the Union, provided that the Union is afforded the opportunity to be present at such conferences and to state its views and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Section 3

A grievance is defined as a question, complaint, or dispute involving the meaning, application, or interpretation of or compliance with the terms and provisions of this Agreement and shall include the layoff, suspension, discipline or discharge of an employee who has completed his/her probationary period.

Section 4

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

1. Level One. The aggrieved employee shall first present his/her grievance orally or in writing to his/her principal within five (5) working days of the knowledge of the aggrieved action. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. The Principal shall advise the aggrieved employee in writing of the decision made with respect to the grievance within ten (10) school days after the grievance is presented.
2. Level Two. If at the end of the five (5) school days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee of the Union may within ten (10) school days thereafter submit his/her grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. Within ten (10) school days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and/or a representative(s) of the Union in an effort to settle the grievance. In the event that the Superintendent is unable to meet, the Superintendent may appoint a designated representative that shall act on his/her behalf. Ten (10) school days after the conclusion of said meeting, the Superintendent or his/her designated representative, shall submit the decision, in writing, to the aggrieved employee and the Union.
3. Level Three. If at the end of the twenty (20) school days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit his/her grievance in writing to the Committee. Within ten (10) school days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. The Committee shall, within ten (10) school days after the conclusion of said meeting, advise the aggrieved employee and the Union in writing of its decision with respect to the grievance.
4. Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after said meeting of the Committee, the Union may, by giving written notice to the Committee within ten (10) days after the date of the Committee's decision at Level Three or within thirty (30) school days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case the following procedure will be followed:
 - a. The Union shall forthwith submit the grievance to the Department of Labor Relations for disposition in accordance with the applicable rules of said Board.
 - b. The arbitrator selected shall hold hearings promptly and unless the time shall be extended by mutual agreement, shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.
 - c. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be

submitted to the Committee and the Union and will be final and binding upon the Committee, the Union and the aggrieved employee.

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

Section 5

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

Section 6

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

Section 7

The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Union and the Committee. In the event a grievance is filed at a time near the end of a school year which will not permit its resolution prior to the end of the school year by following said time limits, and if the failure to resolve such grievance prior to the beginning of the following school year could result in irreparable harm to the aggrieved employee, then said time limits will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Section 8

No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee in presenting such grievance.

Section 9

No reprisal will be taken by the Committee against any employee involved in any grievance proceeding solely by reason of his/her participation therein.

ARTICLE XVII – NO STRIKES

Section 1

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

Section 2

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

Section 3

No compensation shall be paid by the Committee to any such employee with respect to any day or part thereof when such employee is engaged in a strike against the Committee.

Section 4

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

ARTICLE XVIII – MISCELLANEOUS

Section 1

The district will not discriminate in employment opportunities or practices on the basis of race, color, religious creed, sex, national origin, ancestry, sexual orientation, pregnancy, veteran's status, military service, age, gender identity, marital status, genetic information, handicap or on any other basis protected by federal, state, or local law or ordinance.

Section 2

The Committee agrees to permit, with prior approval of the Superintendent or his/her designee, representatives of the American Federation of State, County and municipal Employees, AFL-CIO and/or Council #93 and/or Local 1701 Union Stewards to enter the premises of the Committee for individual discussion of working conditions with employees, provided that such representatives do not interfere with the performance of duties assigned to employees.

ARTICLE XIX – PARENTAL LEAVE

The Seekonk School District will fully comply with the provisions of the Massachusetts Maternity Leave Act, G.L. c. 149 §105D. Eligible employees shall be entitled to up to eight (8) weeks of unpaid leave for the following purposes:

1. The birth of a child;
2. Adoption of a child under 18 years of age; or
3. Adoption of a child under 23 years of age, if the child is mentally or physically disabled.

To be eligible for leave under this Policy, an employee is required to provide two weeks' notice in advance of his/her anticipated date of departure, stating his/her intention to return and the anticipated date of return. Upon return to work, the employee is entitled to be restored to his/her previous position, or to a similar position, which has the same status and pay as his/her previous position, and to the length of service credit and seniority as of the date of leave.

Leave taken pursuant to this policy will be counted against an employee's annual FMLA leave allowance.

Leave taken pursuant to this policy shall be unpaid; however, an employee may elect to use any amount of accrued paid leave while on parental leave.

The School District will continue to pay the employee's share of premiums for health insurance coverage while an employee is out on parental leave. An employee on parental leave under this policy shall make arrangements to pay his or her share of the premium.

ARTICLE XX – RETIREMENT PAY

Each employee, who at the time of his/her retirement has completed the number of years indicated below of continuous employment by the Committee, shall be paid upon retirement a lump sum payment, in addition to his/her regular salary, in the amount set forth below for the number of years such service he/she has completed:

After twenty (20) years	\$1500.00
After twenty-five (25) years	\$1800.00
After thirty (30) years	\$2000.00
After thirty-five (35) years	\$2200.00

Employees must notify the Superintendent of Schools in writing of their intent to retire by January 1st of the year of retirement to receive the retirement pay.

ARTICLE XXI – PERFECT ATTENDANCE PLAN

Section 1

Cash awards in the amounts indicated below will be paid to each employee whose attendance during the entire work year is perfect.

Number of Absences	Amounts to be Paid
0 absences	\$400.00

Section 2

For the purpose of this Article, absences from work shall include all absences except those absences when an employee is (1) on bereavement leave, (2) on jury duty, (3) on a personal day, (4) in required attendance at grievance and arbitration hearings, and (5) in required attendance at a legal proceeding resulting from the performance of his/her prescribed duties.

ARTICLE XXII – REIMBURSEMENT FOR COURSES

The Committee will reimburse an employee in an amount not to exceed a total amount of one thousand five hundred dollars (\$1,500.00) for tuition, fees, and books and will include seminars and workshops. A maximum of three (3) such courses, workshops and/or seminars will be reimbursed in any one (1) contract year. To qualify for reimbursement, courses must be related to the employee's area of work or must be part of a program into which the employee has been accepted and which leads to a degree directly related to the employee's area of work. Reimbursement shall be contingent upon an approval from the Superintendent prior to beginning the course and shall be contingent upon satisfactory completion of the course. In order for employees to be reimbursed, the employee must remain in the employ of the Committee for one (1) year following the receipt of reimbursement for courses, seminars and workshops or repay the amount granted on a pro-rated basis.

Note: This benefit is for instructional aides only.

ARTICLE XXIII – VACATIONS

Vacation pay will be granted to employees in accordance with the following schedule:

After completion of one (1) year	One (1) week
After completion of five (5) years	Two (2) weeks
After completion of ten (10) years	Three (3) weeks
After completion of sixteen (16) years	Four (4) weeks

Employees will be afforded the opportunity to be paid for vacation time during the school vacation periods as long as they notify the school department ten (10) working days prior to the request for vacation time.

Employees may also utilize vacation days for days that school is canceled due to inclement weather. This request must be submitted within five (5) days after the cancellation due to inclement weather.

ARTICLE XXIV – LONGEVITY

Section 1

Employees shall receive a longevity payment as described below payable to those employees who have completed the designated years of service to the School Department by December 1st of the year in which the payment is to be received.

After ten (10) years	\$ 675.00
After fifteen (15) years	\$ 825.00
After twenty (20) years	\$ 975.00

Section 2

In determining years of service in Section 1 above, the employee must be in a pay status for ten (10) full years as of December 1st. Any breaks in service must be non-voluntary, instituted by the School Department for reasons other than cause, and will not count toward the ten years of service.

Section 3

Payments will be added to the employee's first pay period during December of each year.

ARTICLE XXV – SCOPE OF AGREEMENT

Section 1

The Committee and the Union agree that during the term of this Agreement all matters and issues pertaining to the wages, hours and conditions of employment of said employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2

The provisions of this Agreement supersede all conflicting policies and directives of the Committee. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor Agreement.

Section 3

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

Section 4

The failure of the Committee or by the Union in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

Section 5

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

ARTICLE XXVI – DURATION

This Agreement shall take effect on July 1, 2021 and shall continue in effect to and including June 30, 2024, and shall thereafter automatically renew itself for successive terms of one (1) year each unless by the October first prior to the expiration of the contract year involved, either the Committee or the Union shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Union will meet promptly to begin negotiations.

ARTICLE XXVII – EMPLOYEE PERFORMANCE EVALUATION

Employees will be evaluated annually by May 31 by the building principal or his/her designee. The evaluation will not be used for disciplinary reasons by either party.

ARTICLE XXVIII – SICK DAY DONATION

Employees will be allowed to donate up to five (5) available sick days per year for the purpose of assisting another employee in the same classification who has exhausted all sick leave and where it has been determined that said employee has a catastrophic illness. A catastrophic illness shall be determined at the sole discretion of the Superintendent of Schools. This article shall not be grievable at any level and the decision by the Superintendent shall be deemed to be final.

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

LOCAL 1701, STATE COUNCIL NO. 93,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

By:

Shirley A. Kead

By:

Ly E. Jones

Dated:

9/27/21

SEEKONK SCHOOL COMMITTEE

By:

Kerry S. S.