

Contract between the
WILLIAMSBURG SCHOOL COMMITTEE
and the
WILLIAMSBURG TEACHERS ASSOCIATION

Not a Current Contract

August 15, 2018– August 14, 2021

Not a Current Contract

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ARTICLE I
RECOGNITION

- A. For the purpose of collective bargaining on the question of wages, hours, and conditions of employment, the Williamsburg School Committee recognizes the Williamsburg Teachers Association as the exclusive representative of all full- and part-time classroom teachers, subject matter specialists and nurses of Williamsburg.
- B. Except as specifically delegated or modified by this agreement or any supplements, all of the rights, powers, and authority held by the School Committee prior to the effective date of said agreement are retained by the School Committee.

ARTICLE II
MANAGEMENT RIGHTS

- A. Recognizing that the prime purpose of the Williamsburg School System is to provide education of the highest possible quality for the children of Williamsburg, we, the undersigned parties to this contract, agree to the following principles:
 - 1. The School Committee, elected by the citizens of Williamsburg, is a public body established under and with duties, powers, responsibilities and rights provided by the laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.
 - 2. The Superintendent of Schools of Williamsburg (hereinafter referred to as the "Superintendent") is the executive officer of the School Committee and, as such, administers and directs, through the principal of the public schools of Williamsburg, in accordance with the decisions of the School Committee.
 - 3. The professional staff of the Williamsburg School System shares with the School Committee and the Superintendent responsibility for providing for pupils of the Williamsburg Public Schools, education of the highest possible quality consistent with the policies of the School Committee and the professional staff the major role in direct contact with pupils.
 - 4. The School Committee and the Association recognize the value of free exchanges of views and information towards fulfilling the aforementioned responsibilities as applying or relating to wages, hours, and other conditions of employment of the professionals.
 - 5. The Association recognizes that the basic duty of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education offered by the Williamsburg Public Schools.
- B. 1. As to all matters covered by this contract, the express provisions hereof shall control in any case where a conflict may exist between such express provisions and any policy, practice, procedure, custom or writing not incorporated in this contract.

2. Nothing in this Agreement shall be construed in any way to alter, modify, change, or limit the authority and/or the jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decisions of the Supreme Judicial Court of Massachusetts, laws of the United States, or any statute or ordinance.
3. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this contract; and that this contact constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this contract shall continue in effect, except as otherwise provided for in this Contract. The School Committee has, and will continue to retain, whether exercised or not, all of the rights, powers and authority delegated to it in the future by any statute, bylaw, legal decision or ordinance. The School Committee shall have the sole right, responsibility and prerogative to manage, supervise and control the affairs of the Williamsburg School System and to direct the working forces and to exercise its duties and responsibilities.

ARTICLE III JOINT COMMITTEE

Representatives of the Association and the School Committee agree to meet as needed, and by mutual agreement, during the life of this Agreement to keep the lines of communication open and to discuss issues of mutual interest that are addressed in contract language. This four-person group shall consist of two members representing the School Committee and/or administration, and two members of the Association.

ARTICLE IV GRIEVANCE PROCEDURE

The purpose of this procedure is to produce prompt and equitable solutions to those problems which from time to time may arise. The School Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any employee from individually presenting any grievance. After any grievance all time limits in this Contract will be considered maximums and will exclude weekends and legal holidays. All time limits may be extended by mutual agreement.

Level One - An employee with a grievance will first present the grievance in writing to his/her principal directly within 20 days of notice of occurrence, with the objective of resolving the matter informally. A member of the Association may be present.

Level Two - If at the end of five (5) days the grievance shall not have been disposed of to the employee's satisfaction, the employee and the Association will review the grievance and present it, in writing, to the Superintendent within ten (10) days.

Level Three - If at the end of twenty (20) days the grievance shall not have been disposed of to the employee's satisfaction, the employee, within five (5) days, may notify the Association in writing of the desire to have the grievance presented to the School Committee; and, within five (5) days the Executive Board of the Association shall meet with the employee to decide whether or not the Association shall present the grievance to the School Committee. If the Executive Board of the Association shall so vote, the grievance shall be presented in writing by the Association to the School Committee; and within 45 days, the School Committee shall meet with the Association or a mutually agreed upon date.

Level Four -

A. If at the end of twenty (20) days following presentation of the grievance, in writing, to the School Committee, the grievance shall not have been disposed of to the satisfaction of the Association, the Association may, by giving written notice to the School Committee, present the grievance for arbitration. In which event the School Committee and the Association shall submit the grievance to the American Arbitration Association or the Federal Mediation and Conciliation Service for disposition in accordance with the applicable rules of the said American Arbitration Association or the Federal Mediation and Conciliation Service.

The procedures governing the arbitration process are set forth below:

1. The parties agree for the duration of this Agreement to select an arbitration service from the following two (2) associations or services. The selection of the association or service shall be on a rotating basis, following the sequence listed:
 - a. The American Arbitration Association
 - b. The Federal Mediation and Conciliation Service
 2. Once an association or service has been selected and arbitrates a problem, that association or service will then go to the end of the sequence list and the above process will be repeated for any subsequent problems submitted to arbitration.
- B. The arbitrator so selected will confer with the representatives of the School Committee and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of hearings or, if oral hearings have been waived, he/she will issue his/her decision twenty (20) days from the date final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the 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 in violation of the terms of this Contract. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
- C. The costs for services of an arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

- D. If at the end of the twenty (20) days following the occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the procedure set forth, the grievance shall be deemed to have been waived; and 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 unless time limits have been extended by mutual agreement.
- E. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- F. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Williamsburg for any employee involved in presenting such grievance.

ARTICLE V
SALARIES

- A. Employees' salaries are set forth in Appendix A which is attached hereto and made a part hereof.
- B. Employees will be paid in twenty-six (26) equal installments in 2010-2011 and twenty-seven (27) equal installments in 2011-2012. The normal payday will be every other Wednesday beginning with the second week in September of the new school year.
- C. In the event of a non-school day, payment will be made or mailed on the preceding business day.

ARTICLE VI
TEACHING HOURS & TEACHING LOAD

- A. 1. Except for emergencies, the workday of all full-time classroom teachers will be scheduled for the same seven (7) hour work day. The scheduled work day will begin sometime between 8:15 A.M. and 8:30 a.m. and end sometime between 3:15 P.M. and 3:30 p.m. The times will be annually determined by the principal with input from the staff except for special sessions such as make-up, individual parental conferences, special help sessions, duty days, and staff conferences.
- 2. School wide evening parent conferences shall not exceed two hours. Teachers with 19 or more students enrolled in the fall will receive a \$35.00 stipend. Teachers with 19 or more students enrolled in the spring will receive a \$35.00 stipend. Payment will be made upon request of the teacher to the principal following spring conferences.
- 3. All students will be assigned the same student hours, which will begin fifteen (15) minutes after the teacher work day and will end fifteen (15) minutes before the end of the teacher work day.

- B. 1. The 185-day work year of teachers shall include those regularly scheduled instructional days, one orientation day at the beginning of the school year for veteran teachers with a separate in-service program designed for new teachers, two (2) school building professional days planned jointly with the principal and two (2) professional days planned by the Superintendent with input from faculty and staff. The work year for newly hired teachers will be 186 days to provide for orientation and completion of required trainings.

The four (4) professional development days referenced above may, with the approval of the contract parties, be reconfigured to address the educational needs of the school building or school district.

2. There will be two parental conference sessions each year, one in the fall and one in the spring. Each parental conference session will consist of three half days of released time. The three half days will allow for flexibility in scheduling conferences including evening and other conference times as needed.
3. Curriculum days will be scheduled within the confines of the normal school calendar with release time and for the purpose of completing unfinished business at the end of the school year. However, if a teacher has been checked-out he/she is free to leave.
4. Teachers may be required to attend an Open House each year.
5. Special Education Evaluation or Reviews: Special Education evaluations and reviews will be held before and/or after regular school hours. It is understood that, in some situations, these evaluations and reviews may be held during the school day. Teachers who participate in Special Education Team Evaluation meetings, initial and annual review and re-evaluations in accordance with State and Federal Special Education Laws, which take place outside the regular work day for teachers, shall be compensated at thirty-five dollars (\$35.00) per hour for all of the time spent during such Evaluations or Reviews.
- C. Teachers may be required to remain after the end of the regular workday without additional compensation for staff meetings. Whenever possible, the teachers will be notified of such meetings at least twenty-four (24) hours in advance. Except for emergencies, there will normally be no more than two (2) meetings a month and last no longer than one (1) hour.
- D. 1. All teachers will be entitled to a 15-minute break each morning and a 30-minute duty-free lunch period each school day. This break may be used in the morning or afternoon.
2. All recess duty not covered by teacher aides will be shared proportionately among all teachers not otherwise assigned in the two schools.
- E. The work day and work year of the nurse shall be the same as that of teachers.
- F. All teachers will receive a minimum of three 45-minute planning periods per week.

ARTICLE VII
CLASS SIZE

The parties hereto recognize the desirability of achieving optimum teaching conditions by assuring workable class size to this end, and to the extent possible within existing facilities and available staff. The School Committee recognizes it is desirable to attempt to reach an average of 20 students per class for each grade while attempting to have no more than 25 students in any one class. When the class in grades K-2 reaches 18, an attempt will be made to provide additional classroom support in order to provide more individualized instruction.

ARTICLE VIII
SPECIAL ASSISTANCE FOR TEACHERS

The School Committee and the Association recognize the value of a rich and diverse curriculum. In addition, the parties recognize the value of employing the services of specialists from various fields to ensure the highest quality educational experience.

Art, music, physical education and world language will be taught by the relevant specialist, subject to budgetary constraints.

There will be a teaching aide or resource person available on a full-time equivalent basis in each building with enrollment of 75 students as long as the teacher aides are employed by the School Committee (i.e. 37 students in a building would require a half-time aide or resource person).

ARTICLE IX
NON-TEACHING DUTIES

The School Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

1. Teachers will not be required to drive pupils to activities which take place away from the school building.
2. Schedules for bus duty will be determined as in the past with a meeting with the principal. The final decision must rest with the principal.
3. The teachers shall not be responsible for filling-out the Massachusetts School Register, but are required to furnish data in an emergency situation.

ARTICLE X
TEACHER AND NURSE EMPLOYMENT

- A. Upon initial employment of a previously experienced teacher he/she will be placed upon the appropriate salary step, depending on his/her years of teaching experience and the professional judgment of the School Superintendent.
- B.
 - 1. Teachers with the previous teaching experience in the Williamsburg School System and who have remained active in full-time teaching will upon returning to the system receive credit on the salary schedule for all outside classroom teaching supervision.
 - 2. Previously accumulated unused leave days will be restored to all returning teachers who return to the Williamsburg School System.
- C. Principals are the educational administrators and managers of their schools, and shall supervise the operation and management of schools and school property, subject to the supervision and direction of the Superintendent (MGL Chapter 71, Section 59B).
- D. The teachers employed by the principal, with the Superintendent's approval, will be credited for all prior courses taken towards advancement on the salary schedule provided that documentation for these courses is presented within thirty (30) days after signing of the Contract.
- E. All new employees are subject to a ninety (90) day probationary period in accordance with MGL Chapter 71 Section 42. Currently this law allows a principal to dismiss at anytime a teacher employed with fewer than ninety (90) days and not provide written reasons for the termination.
- F. A school nurse employed, after June 18, 1993, shall have a bachelor's degree and maintain proper certification requirements as required in MGL Chapter 71, Section 38G.

ARTICLE XI
TEACHER ASSIGNMENT

- A. Teachers will be notified of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than May 1. Under extenuating circumstances, these programs are subject to change.
- B. In order to assure that students are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
- D. Under normal circumstances teachers will notify the Superintendent in writing by April 1 preceding the year they wish to retire, resign, or request an unpaid leave of absence. Exceptions may be granted by the Superintendent.

ARTICLE XII
VACANCIES & PROMOTIONS

- A. Whenever any vacancy in a professional position occurs during the school year (September to June), it will be adequately published by the Superintendent by means of a notice placed on the school bulletin board in every school as far in advance of the appointment as possible, but not less than two weeks in advance. During the months of July and August, written notice of any such vacancy will be given to the Association. In both situations, the qualifications for the position, its duties, and the rate of compensation, will be clearly set forth. The qualifications set forth for a particular position will not be changed arbitrarily or without basis in fact when such vacancies occur in the future.
- B. The Principal, subject to the approval of the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been engaged in teaching and other relevant factors. When all other factors are substantially equal, the preference in filling such vacancies will be given to qualified teachers already employed by the School Committee. Permanent appointments will be made as soon as possible.

ARTICLE XIII
REDUCTION-IN-STAFF

- A. In the event it becomes necessary to reduce the number of licensed, professional staff with professional teacher status in the employ of the School Department, the Superintendent agrees that he/she will adhere to such procedures as may be required by law. The purpose of this article is to establish a fair and orderly procedure for reduction in employment, and in so doing, every reasonable effort will be made to terminate service of teachers according to the definitions and procedures established in this policy.
- B. Definitions
 1. Reduction in Staff – A justifiable decrease in the number of positions due to district reorganization, decreased enrollment, or decreased funding.
 2. District Reorganization – defined as declining enrollment, financial distress, or any other cause that warrants closing, consolidation, elimination, curtailment, or reorganization of schools, facilities, programs or curricular offerings.
 3. Decreased Enrollment – shall exist when the enrollment or projected enrollment for the next succeeding year causes a decrease in the teaching positions allocated by state or any other funding source; or when the enrollment or projected enrollment for the next succeeding school year of a curriculum offering or program is inadequate to justify continuation of the course or program.

4. Decreased Funding – shall mean any decline in the School Committee’s financial resources that is brought about by the decline in enrollment or by any other actions or events that change the school system’s current operational budget; or any decrease or elimination of funding for a particular program; or any insufficiency in funding that would render the Committee unable to continue existing programs at current levels.
 5. Seniority - For purposes of calculating seniority, all teachers will be credited for years of service in the district according to the percent of their regular employment, and in terms of the proportion of each school year actually employed. For example, if a teacher works two days a week, he or she will be credited with 0.40 of a full year for each year of service. A teacher who works part of a year will be credited for the ratio of number of days worked divided by the total possible work days in that year.
- C. If the School Committee authorizes a reduction in the number of certified positions, the following steps shall be taken to determine which employees are to be dismissed:
1. Normal attrition (resignations, retirements, non-renewals) shall be considered prior to any other reduction in staff.
 2. Next, probationary employees shall be dismissed according to the method set forth below for reducing career employees.
 3. Next, career employees shall be dismissed in accordance with the best interest of the school district, with consideration of the following ranking:
 - a) Length of service, according to seniority;
 - b) Subject area or grade level affected;
 - c) Quality of teaching performance.
- D. Whenever it appears such reductions will be necessary, the School Committee agrees to give the reasonably earliest possible notice to the employee(s) who will be terminated. Any employee who is terminated under this Article may leave a written notice that he/she desires to return to the Williamsburg School Department for employment in the event future vacancies in his/her subject area or grade level develop, and such notice will contain the address where such employee may be contacted. The Superintendent agrees to contact such person along with other candidates for possible re-employment if vacancies develop. Failure of the employee to respond to the notification as to his/her intentions within twenty-one (21) days from the date of its mailing will raise a conclusive presumption that the employee no longer desires to return to the Williamsburg School Department. This Article will extend for up to twelve (12) months following the employee's termination.

ARTICLE XIV
PROFESSIONAL ADVANCEMENT

- A. In order to advance annually to the next step on the salary schedule, a teacher must successfully complete, once every three years, a three-credit course at an accredited college or university, or an approved workshop or "in-service" training program. These courses must be approved in advance by the Superintendent of Schools.
- B. These requirements will cease once a teacher reaches the maximum step of his/her column.

C. Course credits. In order to qualify for placement on columns between or beyond degrees, the following shall apply:

1. For BA+15, the courses taken and the credit earned shall have been earned following the date upon which the Bachelor's Degree was granted.
2. For BA+30, the courses taken and the credit earned shall have been earned following the date upon which the 15th credit beyond the Bachelor's Degree was granted.
3. For MA+15, the courses taken and the credits earned shall have been earned following the date upon which the Master's Degree was granted.
4. For MA+30, the courses taken and the credits earned shall have been earned following the date upon which the 15th credit beyond the Master's Degree was earned.
5. For MA+45, the courses taken and the credits earned shall have been earned following the date upon which the 30th credit beyond the Master's Degree was earned.
6. All courses must have the advanced approval of the Superintendent except those taken as an integral part of a *pre-approved* program from an *accredited* college or university leading to a degree, in order to qualify for credit accumulation toward placement on any of the BA+15, BA+30, MA+15, MA+30 or MA+45 columns.
7. In the event a teacher anticipates a column change (for example, from M+15 to M+30), he/she must submit such notice in writing no later than January 15 of the year prior to the anticipated column change.
8. Salary increments due to column changes shall be granted in September or February. All paperwork verifying the completion of earned credits leading to the column change must be submitted no later than August 31st or January 31st for compensation in September or February, respectively.

D. Recertification Credits. The parties agree that the intent of the Education Reform Bill regarding recertification is to provide the opportunity for individual teachers to fulfill the requirements with professional development at the local district level. To meet this intent, the School Committee agrees to offer in-service programs, curriculum workshops, and/or professional development opportunities that will enable each member of the unit to complete the necessary PDP points.

- E. 1. The School Committee agrees to provide tuition reimbursement of 50% for one college course, up to \$1,000 per course, that is directly related to teacher's current assignment or that directly relates to an area of professional growth that will benefit the educational services provided to students or the school community. This offer is available to each teacher once during his/her five-year re-certification cycle. The total amount of funds available for reimbursement will be limited to \$5,000 annually.
2. Reimbursement for the college course referenced above will be made in the same fiscal year. Payment will be made after the teacher submits the required course documentation to the Superintendent of Schools.

ARTICLE XV
POSITIONS IN SUMMER SCHOOL & OTHER FEDERAL PROGRAMS

- A. All openings for summer school and for positions under Federal programs will be adequately publicized by the Superintendent in each school building by April 1 and teachers who have applied for such positions will be notified by the action taken regarding their applications by May 1. If these dates cannot be met, posting will take place within seven (7) days of receipt of notification from the government. Appointments will be announced within the next thirty (30) days.

- B. Williamsburg teachers will be finalists if they qualify and apply for Williamsburg summer school and positions under Federal Programs. However, the final decision to appoint rests with the principal subject to the approval of the Superintendent.

- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Williamsburg School System.

- D. All above provisions apply only when the Williamsburg School Committee conducts its own Federally sponsored program or summer school. Teachers may be employed by the District to work beyond the specified school year and/or school day and to be compensated for such work as is consistent with summer program or tutoring payment scale accepted by the District

ARTICLE XVI
EMPLOYEE EVALUATION

- A. Teacher evaluations will be performed as mandated by and in accordance with Chapter 71 of the Education Reform Act of 1993, Section 38, Teacher Performance Evaluations as updated by 603 CMR 35.00 "Evaluation of Teachers".

- B.
 - 1. Employees will have the right, upon request, to review the contents of their personal file. An employee will be entitled to have a representative of the Association accompany him/her during such review.

 - 2. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express

understanding that such signature in no way indicates agreement to the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

- C. Any credible complaints regarding an employee made to any member of the administration by any parent, student, or any other person will be promptly called to the attention of the employee and his/her immediate superior.

- D. No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. A non-PTS teacher cannot use the just cause protection of this Section D to grieve the decision not to reappoint. However, this Section D will be used if the teacher evaluation procedures in Article XVI, Employee Evaluation, Appendix and/or Appendix C are not followed prior to the decision to not reappoint.

ARTICLE XVII
TEACHER FACILITIES

- A.
 - 1. There will be space in each classroom (e.g., closet, file cabinet, desk with lock and key) in which teachers may safely store instructional materials and supplies.
 - 2. A serviceable desk and chair for the teacher in each classroom.
- B. To the extent practicable within the existing facilities, each school will have the following facilities:
 - 1. An appropriately furnished room for the use of the staff as a faculty lounge.
 - 2. An adequate portion of the parking lot at each school will be reserved for employee parking, where practicable.

ARTICLE XVIII
USE OF SCHOOL FACILITIES

- A. Subject to the consent of the School Committee, acting through the principal, the Association will be permitted to use the school buildings without cost, at reasonable times, for meetings of its members. Sufficient notice in advance of the time and place of such meetings shall be given to the principal.
- B. A section of the bulletin board in each school building will be provided for the purpose of displaying Association news, notices, and circulars.

ARTICLE XIX
SICK LEAVE

- A. Newly appointed full-time employees will be entitled to fifteen (15) sick leave days with full pay each school year accumulated at the rate of 1 1/2 days per month.
- B.
 - 1. Full-time employees will be entitled to fifteen (15) sick leave days with full pay each school year as of the first official day of said school year whether or not they report for duty on that day.
 - 2. Part-time employees shall be eligible for sick leave based proportionately upon days of service per week, in accordance to Part A of said contract.
 - 3. Employees will be notified by the Superintendent's Office in September as to their accumulated sick leave.
 - 4. Employees may be required to provide a physician's certificate justifying sick leave for absences longer than five (5) days. Additional certification may also be required from time to time if an absence exceeds fifteen (15) days.
- C. In addition to personal illness or injury, sick leave may be used for illness in the immediate family. The immediate family shall consist of the employee's spouse, children and parents.
- D. The Family Medical Leave Act is available to eligible employees. Eligibility requirements will be determined at the time of request.

ARTICLE XX
SICK LEAVE BANK

- A. The Committee shall establish and maintain a Sick Leave Bank so as to enable the teachers covered by this contract and other school employees to voluntarily contribute a portion of their sick leave for the use by a teacher with prolonged illness or disability whose available sick leave has been exhausted.
- B. Individual teachers will be allowed to donate up to four (4) days to the Sick Leave Bank. If, through the awarding of sick leave days, the collective accumulated days should drop to a total of twenty (20) or fewer, teachers will have the opportunity to contribute an additional two (2) days during that school year. Any teacher leaving the Williamsburg Public Schools shall forfeit any days donated to the Bank.
- C. At the end of each school year, the unused balance in the bank will be accumulated from year to year.
- D. The five-member Sick Leave Bank Committee shall be composed of a School Committee member, an Association member, the Association President, the Principal, and the Superintendent.
- E. Benefits
 - 1. Benefits are limited to participating members who have fulfilled the requirements of eligibility and whose applications have been approved by a majority of the Sick Leave Bank Committee.

2. Benefits are not available to individuals who are on leaves of absence for which the District is not making compensation
3. In no case shall the Sick Leave Bank Committee award more days from the Bank to an individual without a review after the first twenty days of benefits have been used.
4. The following table will be used as maximum allowable days. The Sick Leave Bank Committee will weigh all requests on an individual basis.

Years ¹	4 th	5 th	6 th	7 th	8 th	9 th	10 th	Thereafter
Days ²	15	20	25	30	35	40	45	45

¹ years of service in the Williamsburg Public Schools

² allowable days from the bank.

- G. The Sick Leave Bank Committee shall establish rules and procedures for the actual operation of the Bank subject to the approval of the School Committee and the Association. Decision of the Sick Leave Bank Committee will not be subject to the grievance procedure.

ARTICLE XXI TEMPORARY LEAVES OF ABSENCE

A. Employees will have three (3) days of personal leave per academic year for the purpose of conducting business that cannot be taken care of after school hours. Personal days are non-accumulative. Those desiring to use personal leave will make it known to the principal as far in advance as possible. No more than three (3) employees may take personal leave at once. If possible, personal days shall not be taken the day before or the day after a vacation. At the end of the school year, teachers will be compensated \$70.00 for each unused personal day.

B. Employees may take, in addition to their sick days, one (1) day for professional visitation and/or observation of other school systems. Those desiring to use professional leave shall request such from the principal seven (7) calendar days in advance. No more than two (2) employees may be on professional visitation at one time without the approval of the Superintendent. A written report will be required upon the employee's return. Professional visitation can be used for any convention approved by the administration, including the Massachusetts Teachers Association Annual Meeting.

C. Maternity/Paternity/Adoption Leave

1. A female employee who has been employed by the same employer for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding twelve (12) weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least two (2) weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. A female employee is entitled to use accrued sick leave consistent with the Williamsburg Town Personnel Policy.

2. A male employee requesting a paternity leave shall, when practicable, given at least two weeks' notice to his employer of his anticipated date of departure and intention to return. He shall be restored to his previous or similar position with the same status, pay, length of service credit and seniority wherever applicable, as of the date of his leave. Said paternity leave may be with or without pay at the discretion of the employer.

3. An employee requesting an adoption leave shall, when practicable, give at least two weeks' notice to his/her employer of his/her anticipated date of departure and intention to return. The employee shall be restored to his/her previous or similar position with the same status, pay, length of service credit and seniority wherever applicable, as of the date of his/her leave. Said adoption leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity/paternity/adoption leave to his/her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid-off due to economic conditions or other changes in operating condition, affecting employment during the period of such maternity/paternity/adoption leave; provided, however, that such employee on maternity/paternity/adoption leave shall retain any preferential consideration for another position to which he/she may be entitled as of the date of his/her leave.

Such maternity/paternity/adoption leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which he/she was eligible at the date of his/her leave, and any other advantages or rights of his/her employment incident to his/her employment position; provided, however, that such maternity/paternity/adoption leave shall not be included when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity/paternity/adoption leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or School Committee policy, which provides for greater or additional benefits than those required under this section.

4. The School Committee agrees that any court decisions that affect the above statement will prevail.

5. The School Committee agrees that any federal statutes which supersede the above state law will prevail. The Family and Medical Leave Act is available to eligible employees. Eligibility requirements will be determined at the time of the request.

D. Employees will be allowed the following working days leave at full pay at the time of death of the following relatives:

- | | |
|--|--------|
| 1. Mother or Father | 3 days |
| 2. Husband or Wife | 5 days |
| 3. Children | 5 days |
| 4. Mother-in-law or father-in-law | 3 days |
| 5. Brother or Sister | 3 days |
| 6. One day for any other relative not residing in the home of the teacher, i.e. sister or brother-in-law, uncle, aunt, nephew, niece, grandmother, or grandfather. | |

E. Other emergency leave may be granted by the Superintendent of Schools.

F. Religious Leave

Leave will be granted to members of the bargaining unit for religious holidays for which no provision is made in the school calendar for closely held religious beliefs and traditions. Notice of leave must be provided to principal not less than five (5) days prior to the member's absence

G.. The following shall be taken as leave of absences without pay:

1. After gaining professional teacher status in the School System, the Superintendent may grant a leave of absence to any teacher to campaign for, or serve in, a public office for a year.
2. After gaining professional teacher status in the School System a leave of absence of up to two (2) years may be granted by the Superintendent to any teacher for cultural travel or work program related to his/her professional responsibilities.
3. After gaining professional teacher status in the School System a teacher may be granted a leave of absence by the Superintendent for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
4. A teacher may take up to a one (1) year parenting leave after the birth or adoption of a child.
5. Other short-term leaves of absence may be granted by the Superintendent.
6. All benefits to which an employee was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will be restored to the same position if practical, or one commensurate with his/her certification.

All requests for leaves, extensions, or renewal of leaves will be made and responded to in writing to the Superintendent.

ARTICLE XXII EMPLOYEE PROTECTION

- A. Principals and employees shall be required to report any case of assault and/or harassment on employees in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the School Committee.

- B. The alleged assault and/or harassment will be promptly investigated by the employee's principal and the Superintendent of Schools. The report of this investigation shall be forwarded to the School Committee.
- C. If the assault and/or harassment is by an adult, who is not a pupil, the Superintendent will promptly report the incident to the proper law enforcement authorities.
- D. In either case (pupil or non-pupil adult), the Superintendent will render all reasonable assistance to the employee in connection with handling of the incident by law enforcement, legal, or medical authorities. Such assistance shall include, but not be limited to, complying with any request by the employee for information in its possession relating to the incident or the person involved.

ARTICLE XXIII
INSURANCE PLANS

Any employee is eligible for enrollment in any insurance plan when offered to the employees of the Town of Williamsburg. A pre-tax dollar deduction will be available to teachers for medical and life insurance premiums.

ARTICLE XXIV
PERSONAL INJURY BENEFITS

- A. Whenever an employee is absent from school as a result of personal injury caused by an accident or assault and/or harassment occurring in the course of his/her employment and collecting Workers' Compensation shall have the option to receive his/her full salary by using prorated sick days to offset the difference between full salary and Workers' Compensation benefits.
- B. Employees will be reimbursed for:

Any clothing or other personal property normally carried by the person, such as handbags, umbrellas, etc., damaged or destroyed in the course of his/her employment, as a result of an accident or assault and/or harassment. The teacher agrees to support the School Committee should it decide to pursue a civil action against the person damaging or destroying the personal property.

ARTICLE XXV
SALARY DEDUCTIONS

The School Committee agrees to deduct from an employee pay salaries, money for State and National dues and NEA and/or MTA services and programs as said employees individually and voluntarily authorize the School Committee to deduct and to transmit the monies promptly to the treasurer of the Williamsburg Teachers Association. These deductions will be made in twelve, consecutive, equal installments starting with the first paycheck in November.

The School Committee agrees to deduct from an employee's pay/salary, **annuities endorsed by the Town of Williamsburg**, money for State and National dues and NEA and/or MTA

services and programs as said employees individually and voluntarily authorize the School Committee to deduct and to transmit the monies promptly to the treasurer of the Williamsburg Teachers Association. These deductions will be made in twelve, consecutive, equal installments starting with the first paycheck in November.

ARTICLE XXVI
INSTRUCTIONAL MATERIALS

- A. Where applicable, the School Committee guarantees that it will provide sufficient instructional materials to insure that each pupil in a classroom has instructional materials for his/her own use.
- B. The School Committee recognizes the desirability of consulting teachers concerning the choice of instructional materials.

ARTICLE XXVII
NO STRIKE

Employees agree that for the life of this Agreement that they will not individually or collectively engage in, induce or encourage any strike, slowdown or withholding of services that they are obligated by contract to perform. The Association, recognizing and accepting its responsibility under the terms of this Agreement, agrees that in the event any professional employee(s) engage in any of the prohibited conduct described in the paragraph above, the Association shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any professional employee who engages in conduct contrary to the provisions of this Article.

ARTICLE XXVIII
GENERAL

- A. As sole collective bargaining agent, the Association shall continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, gender, or marital status. The Association shall represent equally all persons without regard to membership participation in or activities in any employee organization.

The School Committee, the Superintendent and building principals agree to continue its policy of not discriminating against any person on the basis of race, color, national origin, gender, marital status, or participation in or association with the activities of employee organization.

- B. If any provision of this Contract or any application of the Contract 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 will continue in full force and effect.
- C. If any provision of this Agreement is held to be contrary to law, or appears now to be contrary to law then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.
- D. The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject or matter not removed by law from the area of collective bargaining; that any such matters not covered herein have been voluntarily withdrawn as part of the consideration for making this Agreement. Therefore, both parties unqualifiedly waive the right, and each agrees with the other that neither shall be obligated to bargain collectively with respect to any subject not covered by this Agreement, except as may be otherwise provided for in any "reopening" clause contained herein even though said subjects may not have been within the knowledge of one or both of the parties at the time this Agreement was negotiated and signed.

ARTICLE XXIX
LONGEVITY BONUS

Full time teachers who have accrued the following number of complete years of service in the Williamsburg schools will have the amounts listed below added to their annual salary. Part time teachers who have accrued the following number of complete years of service in the Williamsburg schools will have a pro-rated amount commensurate with their current FTE added to their annual salary.

After 10 years of service	\$ 500
After 15 years of service	\$1,500
After 20 years of service	\$1,750
After 25 years of service	\$2,000

ARTICLE XXX
RETIREMENT REIMBURSEMENT

Upon retirement, teachers will be reimbursed for that part of their unused illness leave that exceeds 150 days and does not exceed 270 days. Teachers will not be reimbursed for more than one hundred forty (140) days. This reimbursement will be determined by multiplying the number of unused days by half of the "experienced certified" substitute teacher pay rate in effect at that time of retirement. This benefit will be prorated for part-time teachers.

ARTICLE XXX
FAIR SHARE AGENCY FEE

All Members of the bargaining unit who are not members of the Association shall be required to pay an annual Agency Fee/Fair Share, pursuant to MGL Chapter 150-E, Section 12. The Williamsburg Teachers Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be responsible for the implementation, collection, or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.


The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this agency service fee agreement, including but not limited to any legal expenses incurred.

In the event of conscientious or other objection to payment of the Agency Fee/Fair Share, a member of the bargaining unit may pay the amount of the fee to a scholarship fund to be set up by Williamsburg Teachers Association for recent Williamsburg graduates from Hampshire Regional District High School.

ARTICLE XXXI
DURATION

This ^{three}~~two~~-year contract will be effective as of August 15, 2018 and will continue and remain in full force and effect until August 14, 2021. The parties agree that not later than October 14, 2020 they will enter into negotiations for a successor contract to become effective as of August 15, 2021. If an agreement on the succeeding contract has not been reached by August 14, 2021, this Contract shall remain in full force until it is consummated.

IN WITNESS WHEREOF, the parties hereunto set their hands:



President, Williamsburg Teachers Association

^{1 1}
10/20/18

Date



Chair, Williamsburg School Committee

^{11 11}

Date

Appendix A
Salary Schedules

<u>2018-19</u>		<u>2.00%</u>							
	<u>BA</u>	<u>B15</u>	<u>B30</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>	<u>MA45</u>	<u>CAGS</u>	<u>PHD</u>
<u>B</u>	<u>\$43,792</u>	<u>\$45,196</u>	<u>\$46,885</u>	<u>\$48,574</u>	<u>\$49,999</u>	<u>\$51,409</u>	<u>\$52,278</u>	<u>\$53,148</u>	<u>\$55,480</u>
<u>1</u>	<u>\$45,474</u>	<u>\$46,970</u>	<u>\$48,633</u>	<u>\$50,295</u>	<u>\$51,722</u>	<u>\$53,148</u>	<u>\$54,025</u>	<u>\$54,904</u>	<u>\$57,217</u>
<u>2</u>	<u>\$47,151</u>	<u>\$48,574</u>	<u>\$50,428</u>	<u>\$52,279</u>	<u>\$53,743</u>	<u>\$55,206</u>	<u>\$56,076</u>	<u>\$56,943</u>	<u>\$59,296</u>
<u>3</u>	<u>\$49,150</u>	<u>\$50,581</u>	<u>\$52,446</u>	<u>\$54,313</u>	<u>\$55,778</u>	<u>\$57,217</u>	<u>\$58,108</u>	<u>\$58,999</u>	<u>\$61,372</u>
<u>4</u>	<u>\$51,150</u>	<u>\$52,576</u>	<u>\$54,462</u>	<u>\$56,349</u>	<u>\$57,896</u>	<u>\$59,296</u>	<u>\$60,187</u>	<u>\$61,076</u>	<u>\$63,489</u>
<u>5</u>	<u>\$53,148</u>	<u>\$54,584</u>	<u>\$56,644</u>	<u>\$58,701</u>	<u>\$60,166</u>	<u>\$61,672</u>	<u>\$62,569</u>	<u>\$63,465</u>	<u>\$65,884</u>
<u>6</u>	<u>\$57,290</u>	<u>\$58,654</u>	<u>\$59,864</u>	<u>\$61,077</u>	<u>\$62,563</u>	<u>\$64,058</u>	<u>\$64,970</u>	<u>\$65,884</u>	<u>\$68,319</u>
<u>7</u>		<u>\$61,647</u>	<u>\$62,558</u>	<u>\$63,465</u>	<u>\$64,970</u>	<u>\$66,470</u>	<u>\$67,394</u>	<u>\$68,319</u>	<u>\$70,768</u>
<u>8</u>				<u>\$68,425</u>	<u>\$70,015</u>	<u>\$71,572</u>	<u>\$72,539</u>	<u>\$73,509</u>	<u>\$76,074</u>

<u>2019-20</u>		<u>2.00%</u>							
	<u>BA</u>	<u>B15</u>	<u>B30</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>	<u>MA45</u>	<u>CAGS</u>	<u>PHD</u>
<u>B</u>	<u>\$44,667</u>	<u>\$46,100</u>	<u>\$47,823</u>	<u>\$49,546</u>	<u>\$50,999</u>	<u>\$52,437</u>	<u>\$53,324</u>	<u>\$54,211</u>	<u>\$56,589</u>
<u>1</u>	<u>\$46,383</u>	<u>\$47,909</u>	<u>\$49,605</u>	<u>\$51,301</u>	<u>\$52,757</u>	<u>\$54,211</u>	<u>\$55,106</u>	<u>\$56,002</u>	<u>\$58,361</u>
<u>2</u>	<u>\$48,094</u>	<u>\$49,546</u>	<u>\$51,436</u>	<u>\$53,325</u>	<u>\$54,818</u>	<u>\$56,311</u>	<u>\$57,197</u>	<u>\$58,081</u>	<u>\$60,482</u>
<u>3</u>	<u>\$50,133</u>	<u>\$51,592</u>	<u>\$53,495</u>	<u>\$55,399</u>	<u>\$56,893</u>	<u>\$58,361</u>	<u>\$59,271</u>	<u>\$60,179</u>	<u>\$62,600</u>
<u>4</u>	<u>\$52,173</u>	<u>\$53,627</u>	<u>\$55,551</u>	<u>\$57,476</u>	<u>\$59,054</u>	<u>\$60,482</u>	<u>\$61,391</u>	<u>\$62,297</u>	<u>\$64,759</u>
<u>5</u>	<u>\$54,211</u>	<u>\$55,676</u>	<u>\$57,777</u>	<u>\$59,875</u>	<u>\$61,369</u>	<u>\$62,906</u>	<u>\$63,820</u>	<u>\$64,735</u>	<u>\$67,202</u>
<u>6</u>	<u>\$58,436</u>	<u>\$59,827</u>	<u>\$61,061</u>	<u>\$62,298</u>	<u>\$63,814</u>	<u>\$65,339</u>	<u>\$66,269</u>	<u>\$67,202</u>	<u>\$69,685</u>
<u>7</u>		<u>\$62,880</u>	<u>\$63,809</u>	<u>\$64,735</u>	<u>\$66,269</u>	<u>\$67,800</u>	<u>\$68,742</u>	<u>\$69,685</u>	<u>\$72,183</u>
<u>8</u>				<u>\$69,793</u>	<u>\$71,415</u>	<u>\$73,004</u>	<u>\$73,990</u>	<u>\$74,980</u>	<u>\$77,595</u>

<u>2019-20</u>		<u>2.00%</u>							
	<u>BA</u>	<u>B15</u>	<u>B30</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>	<u>MA45</u>	<u>CAGS</u>	<u>PHD</u>
<u>B</u>	<u>\$45,561</u>	<u>\$47,022</u>	<u>\$48,779</u>	<u>\$50,537</u>	<u>\$52,019</u>	<u>\$53,486</u>	<u>\$54,390</u>	<u>\$55,295</u>	<u>\$57,721</u>
<u>1</u>	<u>\$47,311</u>	<u>\$48,868</u>	<u>\$50,597</u>	<u>\$52,327</u>	<u>\$53,812</u>	<u>\$55,295</u>	<u>\$56,208</u>	<u>\$57,122</u>	<u>\$59,528</u>
<u>2</u>	<u>\$49,055</u>	<u>\$50,537</u>	<u>\$52,465</u>	<u>\$54,391</u>	<u>\$55,914</u>	<u>\$57,437</u>	<u>\$58,341</u>	<u>\$59,243</u>	<u>\$61,691</u>
<u>3</u>	<u>\$51,135</u>	<u>\$52,624</u>	<u>\$54,565</u>	<u>\$56,507</u>	<u>\$58,031</u>	<u>\$59,528</u>	<u>\$60,456</u>	<u>\$61,382</u>	<u>\$63,852</u>
<u>4</u>	<u>\$53,216</u>	<u>\$54,700</u>	<u>\$56,662</u>	<u>\$58,625</u>	<u>\$60,235</u>	<u>\$61,691</u>	<u>\$62,619</u>	<u>\$63,543</u>	<u>\$66,054</u>
<u>5</u>	<u>\$55,295</u>	<u>\$56,789</u>	<u>\$58,932</u>	<u>\$61,073</u>	<u>\$62,596</u>	<u>\$64,164</u>	<u>\$65,097</u>	<u>\$66,029</u>	<u>\$68,546</u>
<u>6</u>	<u>\$59,605</u>	<u>\$61,024</u>	<u>\$62,282</u>	<u>\$63,544</u>	<u>\$65,090</u>	<u>\$66,646</u>	<u>\$67,595</u>	<u>\$68,546</u>	<u>\$71,079</u>
<u>7</u>		<u>\$64,137</u>	<u>\$65,085</u>	<u>\$66,029</u>	<u>\$67,595</u>	<u>\$69,156</u>	<u>\$70,117</u>	<u>\$71,079</u>	<u>\$73,627</u>
<u>8</u>				<u>\$71,189</u>	<u>\$72,843</u>	<u>\$74,464</u>	<u>\$75,470</u>	<u>\$76,479</u>	<u>\$79,147</u>