

**AGREEMENT BETWEEN THE  
WINCHESTER SCHOOL SECRETARIES' ASSOCIATION  
AN AFFILIATE OF THE  
WINCHESTER EDUCATION ASSOCIATION  
AND THE  
WINCHESTER SCHOOL COMMITTEE**

**July 1, 2013-June 30, 2016**

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This AGREEMENT entered into this \_\_\_\_\_ day of April, 2014 by and between the School Committee of the Town of Winchester hereinafter called the “Employer” and the Winchester School Secretaries’ Association, hereinafter called the “Association”, the Winchester Education Association, the Massachusetts Teachers Association and the National Education Association, the Committee and the Association agree that the purpose of this Agreement is to promote harmonious labor relations and that each member of the Association and of the Committee shall be treated with dignity and respect.

ARTICLE I  
RECOGNITION

The Employer recognizes the Association as the bargaining representative of the following unit of employees in accordance with the provisions of G.L. Chapter 150E and the Employer agrees to negotiate in good faith with the Association concerning wages, hours and conditions of employment for the following employees: all persons employed in the Winchester School System in positions in which a significant part of the duties involve clerical or office work or the maintenance of records including without limiting the generality of the forgoing, bookkeepers, secretaries, administrative assistants, clerks, clerical aides, receptionists, non-professional library assistants, registrars and other employees performing clerical, office and record keeping duties performed by persons in the Unit during and prior to 1971, but not to include instructional aides and/or paraprofessionals. Also excluded from the Unit are professional teachers and school administrators, regardless of clerical and record keeping work they may perform in the course of their duties, and paraprofessional teacher aides who perform no substantial clerical duties of a type heretofore performed by clerical employees – i.e. not amounting to more than 25% of their working time, and the superintendent’s secretary, the assistant superintendent’s secretary and the business manager’s secretary.

ARTICLE II  
GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions:

1. A “grievance” is hereby defined to mean a dispute involving the meaning, interpretation, or application of the Contract.
2. A “grievant” except as provided in C. Misc. 2 shall mean a secretary with a grievance.
3. “Days” shall mean school days except if a 52 week employee is involved, at which time it will be “work days” by mutual consent.

B. Procedure:

1. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the Board of the Association shall permit the aggrieved party or parties to proceed to the next step.
2. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. When a grievance arises, the grievance must be filed within ten (10) school days (or when school is not in session), fifteen (15) calendar days from the day of the event upon which time the grievance is based, or from the date when the employee had or should have knowledge of the event.

(A) Level One

A member of the Association with a grievance shall present it in writing to his/her immediate supervisor within ten (10) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours. The supervisor shall respond in writing within five (5) school days of the presentation of the grievance.

(B) Level Two

- a. If the grievance is not disposed of to the satisfaction of the aggrieved employee at Level One, or if no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor, the written grievance shall be referred to the Superintendent of Schools within five (5) school days of the disposition under Level One.
- b. Within five (5) school days after receipt of the written grievance by the Superintendent, he/she or her/his designee shall meet with the aggrieved employee. If the grievant wishes, a representative of the Association may attend the meeting with the Superintendent or his/her designee. The Superintendent shall respond in writing within ten (10) school days of receipt of the grievance.

(C) Level Three

If the grievance is still unresolved, the grievant may, within ten (10) school days after the date of the Superintendent's or his/her designee's decision is due at Level Two, submit a written grievance to the School Committee. Within ten (10) school days after the receipt of the written grievance, the School Committee or its designated representative(s) shall meet with the grievant in an effort to resolve the matter. If the grievant wishes, a representative(s) of the Association

may also attend the meeting. The School Committee shall thereafter render a decision in writing to the grievant within ten (10) school days after the day of the meeting.

(D) Level Four

If the grievance still remains unresolved between the grievant and the School Committee then either party may file within ten (10) school days from the School Committee's response, a written request for arbitration of the grievance with the Mass. Board of Conciliation and Arbitration. The request shall contain a statement of the grievance which shall be identical to the written statement of the grievance filed with the School Committee under Level Three. Any arbitration hereunder shall be conducted in accordance with the Mass. Board of Conciliation and Arbitration rules and regulations.

C. Miscellaneous

1. Each written statement of the grievance at Steps Two or Three shall be signed by the grievant and shall include a concise statement of the facts or events on which the grievance is based, including the date of the occurrence and an explanation of how grievance is related to this Agreement.
2. If a grievance affects a group or class of secretaries, the Association may submit the grievance and the processing of the grievance will be commenced at either Step One or Step Two at the Association's option. For purposes of this paragraph C. 2, "grievance" shall mean a complaint by the Association that as to a designated group or class of secretaries there has been a violation, misinterpretation or misapplication of the Agreement and "grievant" shall mean the Association. The written statement of the grievance submitted by the Association shall be signed by the President of the Association and shall contain a statement of the facts or events on which the grievance is based, including the date of the occurrence, a statement of how the grievance affects the designated group or class of secretaries and how the grievance is related to this Agreement.
3. It is understood that an employee shall be entitled to initiate a grievance on his/her own and prosecute it in accordance with the terms of this Article, provided that an Association representative shall be afforded the opportunity to be present during such prosecution and provided further that no settlement of an employee's grievance shall be inconsistent with the terms of this Agreement. It is further agreed that no employee shall have the right to commit the Association and/or the School Committee to arbitration pursuant to Level 4 hereunder.
4. The Association may be present at all levels.
5. None of the written grievance material pertaining to a grievance procedure shall be included in an employee's personnel file unless so requested by the employee.

6. The cost of the arbitration shall be shared equally by the Committee and the Association.

ARTICLE III  
ASSOCIATION RESPONSIBILITIES

For the purpose of designating who is a member of the Collective Bargaining Committee of the Association, the Association agrees to furnish in writing to the School Committee a list containing the names of its authorized representatives for the purposes of collective bargaining and for the purpose of administering the grievance procedure. IT IS AGREED UPON and any change in the Association committee or representatives, the Association shall promptly provide the School Committee with written notice of such changes.

ARTICLE IV  
SALARIES

Section 1

The rate of compensation for all employees covered under this Agreement is contained in Appendix A.

Section 2

Additional compensation as of July 1 of each contract year shall be paid to employees covered by this Agreement for completion of continuous permanent employment. Said compensation will be paid in one lump sum on the employee's anniversary date. All longevity payments will be made on the anniversary date according to the following schedule:

Longevity FY 2014 & 2015

Full Time	52 week	46 week	44 week	43 week	42 week	39 week
After 5 yrs	551	490	468	458	445	414
After 10 yrs	772	687	656	641	623	579
After 15 yrs	992	883	843	823	801	744
After 20 yrs	1,213	1,079	1,031	1,007	980	909
After 25 yrs	1,433	1,276	1,218	1,190	1,158	1,075
Part Time						
After 5 yrs	320	283	271	265	259	240
After 10 yrs	447	396	378	370	361	335
After 15 yrs	575	509	487	476	465	432
After 20 yrs	704	622	595	582	568	528
After 25 yrs	832	736	704	688	672	624

Longevity FY 2016 – Includes 6.4% Increase

Full Time	52 week	46 week	44 week	43 week	42 week	39 week
After 5 yrs	586	521	498	487	473	440
After 10 yrs	821	731	698	682	663	616
After 15 yrs	1,055	940	897	876	852	792
After 20 yrs	1,291	1,148	1,097	1,071	1,043	967
After 25 yrs	1,525	1,358	1,296	1,266	1,232	1,144
Part Time						
After 5 yrs	340	301	288	282	276	255
After 10 yrs	476	421	402	394	384	356
After 15 yrs	612	542	518	506	495	460
After 20 yrs	749	662	633	619	604	562
After 25 yrs	885	783	749	732	715	664

Section 3

The Employer agrees that those employees who are non-members of the Association will be required, as a condition of employment after the thirtieth (30) day of employment, to make payment to the Association of an agency fee in accordance with the provisions and requirements of C.150E., MGLA. The Employer will deduct such agency service fee, and remit the aggregate thereof to the Association Treasurer.

Section 4

Dues for the Association membership will be withheld from paychecks of those members who authorize such deductions, and proceeds to be delivered to the Association Treasurer.

Section 5

In the event that regular salary payments are paid in the same check with other payments pursuant to this Agreement (retroactive payments, etc.), these amounts shall be noted on the check advice or stub.

Section 6

Longevity checks for the secretaries will be issued separately from their normal paychecks.

## ARTICLE V HOURS OF WORK

### Section 1

Employees who have been approved to exceed thirty-five (35) hours per week from the building principal, the superintendent or his designee, shall be paid their regular hourly rate for hours worked between thirty-five (35) and forty (40) hours in any week and at time and one-half (1 ½ ) their regular straight time pay for all hours over forty (40) in any week. Any time that a member spends working on a committee in addition to their regular job responsibilities will count toward his/her weekly hours and for overtime purposes. Employees shall not be required to take compensatory time off in lieu of overtime pay.

### Section 2

Twelve (12) month employees who work in Administration, at Winchester High School and/or McCall Middle School shall work a thirty-five (35) hour work week consisting of five (5) seven (7) hour days, Monday through Friday. They shall be allowed a one (1) hour unpaid lunch period. However, an individual employee and his/her supervisor may mutually agree that the employee may, from time to time, take a one-half (1/2) hour unpaid lunch period in order to end work one-half (1/2) hour earlier than otherwise regularly scheduled. Any such mutual consent to the adjustment of the unpaid lunch period of one (1) hour provided by this Agreement shall be without waiver of or prejudice to the right of any employee to such one (1) hour unpaid lunch period.

### Section 3

Forty-three week employees shall work a thirty-five (35) hour work week consisting of five (5) seven (7) hour days, Monday through Friday, during regularly scheduled school work days. They shall be allowed a one (1) hour unpaid lunch period. However, an individual employee and his/her supervisor may mutually agree that the employee may, from time to time, take a one-half (1/2) hour unpaid lunch period in order to end work one-half (1/2) hour earlier than otherwise regularly scheduled. Any such mutual consent to the adjustment of the unpaid lunch period of one (1) hour provided by this Agreement shall be without waiver of or prejudice to the right of any employee to such one (1) hour unpaid period.

### Section 4

Employees working a thirty-nine (39) week work year shall work a thirty-five (35) hour work week consisting of five (5) seven (7) hour days, Monday through Friday, during regularly scheduled school work days. They shall be allowed a one (1) hour unpaid lunch period. However, an individual employee and his/her supervisor may mutually agree that the employee may, from time to time, take a one-half (1/2) hour unpaid lunch period in order to end work one-half (1/2) hour earlier than otherwise regularly scheduled. Any such mutual consent to the adjustment of the unpaid lunch period of one (1) hour provided by this Agreement shall be without waiver of or prejudice to the right of any employee to such one (1) hour unpaid lunch period.



## Section 5

### Definition of Terms:

**a. 52 week employee (12 month employee)** – one who works the entire teacher work year (183 days) plus those weeks when school is not in session. (Christmas week, February vacation, April vacation, summer session)

**b. 46 week employee** – one who works the teacher work year (183 days) plus thirty-five (35) additional days, usually ten days before school opens in the fall, ten days after school closes for the summer recess and fifteen (15) days during the regular school vacation periods: December, February and April.

**c. 44 week employee** – one who works the teacher work year (183 days) plus ten days prior to the opening of school in the fall, April vacation and ten days after school closes in the summer.

**d. 43 week employee** – one who works the teacher work year (183 days) plus ten days prior to the opening of school in the fall and ten days after school closes in the summer.

**e. 41 week employee** – one who works the teacher work year (183 days) plus ten (10) additional days.

**f. 39 week employee** – one who works the teacher work year (183 days).

## Section 6

All Unit Members shall be allowed only one fifteen (15) minute work break during their scheduled work hours. Scheduling of this work break shall be at the reasonable discretion of the Unit Member's supervisor.

## Section 7

Flexible hours will be allowed during times when school is not in session to allow thirty (30) minute lunches instead of sixty (60) minute lunches for members leaving two and one half (2 ½) hours early on Friday with the approval of the immediate supervisor.

## Section 8

Unit members who are not fifty-two (52) week employees will not report to work on school days cancelled by the Superintendent. These days will be made up by those Unit Members at the end of the school year according to the school year calendar.

# ARTICLE VI COMPENSATION FOR NEWLY HIRED, REHIRED AND TEMPORARILY ASSIGNED EMPLOYEES

## Section 1

The Employer agrees that it shall practice a policy of placing employees, including newly hired employees, at that step in the rate range for which they are qualified by ability, skill and previous experience. An employee, individually or with the assistance of the

Association, may initiate a request for an increased step rate. Upon recommendation by the department head or supervisory authority and the Joint Classification Committee, step rate increases may be granted earlier or later than the time stated in Appendix A. This recommendation shall be supported by evidence in writing of special reasons or exceptional circumstances and sent to the School Committee for approval at least two weeks before the recommended effective date. An employee receiving an advanced or accelerated step increase between anniversary dates will be eligible for another step increase at the time of his/her next anniversary. The Employer agrees that it will act upon requests for step rate increases in accordance with the foregoing policy. The Employer agrees to correct anniversary dates charged by the Superintendent at reorganization.

### Section 2

An employee who, after an absence from the System of not more than three (3) years, is rehired in a position in the same grade as that in which he/she had previously worked for the Town of Winchester, shall be paid at the same step in the rate range as he/she left the service of the Town and shall be credited with the time spent in previous service at that step in the range.

### Section 3

A regular employee temporarily assigned to perform the duties of a higher job classification shall receive the rate of pay prescribed for the high-rated job, provided that the total period of employment in such job is in excess of two (2) days. The employee so temporarily assigned will be paid for time spent in performing the work of a higher classification, except if the rate of pay of the employee so assigned is already above the minimum of such job classification, he/she will be paid the lowest step rate which is higher than his/her present rate. The increased rate shall retroactively apply to all time worked in the higher-rated job.

Outside substitutes, should they be needed, will not be paid at this rate, but at the rate being paid to secretarial substitutes at that time.

### Section 4

A current employee or the supervisor may apply for a classification change in the event that there is a major change that is foreseen to be permanent in one's duties and responsibilities. The application for reclassification shall be initiated by filing the form RC-1 with the Superintendent.

Joint Labor/Management Classification Committee shall be established consisting of two (2) Unit Members (none of which shall be the individual occupying the position that is being considered for reclassification or an applicant for the new Unit Position) selected by the Association and two (2) managers. The purpose of this Committee is to consider the placement of new Unit positions within the classification system and to consider application for reclassification of existing unit positions. If the Committee, despite a good faith effort in considering such proposals, cannot reach a consensus, it shall notify the Superintendent that it could not reach a consensus. If there is a consensus, then the

Committee will make non-binding, advisory recommendations in this regard to the Superintendent. The Association shall preserve its right to contractually challenge the placement of positions that may be inconsistent with the negotiated classification system, however, the work of the Committee shall not be subject to the grievance procedure.

Prompt notification (within two (2) weeks) will be made to the current head officer of the Association of an approved application.

Temporary overtime assignments are not subject to this Article.

## ARTICLE VII VACATIONS

- A. Permanent employees who have actually worked fifteen weeks (in the aggregate) during the twelve months preceding June 1<sup>st</sup> shall be eligible for vacation according to the following schedule.

15 weeks to 17 weeks – 1 week

Additional days of vacation will be added at the rate of one day for each 3 weeks of additional length of service after 15 weeks and up to 30 weeks.

For example:

One additional day to all permanent employees who have actually worked 18 weeks.

One additional day to all permanent employees who have actually worked 21 weeks.

One additional day to all permanent employees who have actually worked 24 weeks.

One additional day to all permanent employees who have actually worked 27 weeks.

One additional day to all permanent employees who have actually worked 30 weeks.

Permanent employees who work fifty-two (52) weeks per year, who have actually worked fifteen (15) weeks (in the aggregate) during the twelve (12) months preceding June 1<sup>st</sup> shall be eligible for six days vacation.

Permanent employees who work fifty-two (52) weeks, who have actually worked thirty (30) weeks (in the aggregate) during the twelve (12) months preceding June 1<sup>st</sup>, shall be eligible for twelve (12) days vacation.

- B. Employees having complied with eligibility requirements under Section A will earn the following additional vacation benefit dependent upon their length of service to the Town. All employees shall receive three (3) weeks of paid vacation after five (5) years of service to the Town and four (4) weeks of paid vacation after ten (10) years of service to the Town, five (5) weeks of paid vacation after fifteen (15) years of service to the Town.
- C. Eligibility for the three, four and five week vacations commences January 1<sup>st</sup> of the calendar year in which the fifth (5<sup>th</sup>), tenth (10<sup>th</sup>), and fifteenth (15<sup>th</sup>) year of service anniversary occurs.

- D. Part-time permanent employees who actually work a minimum of ten (10) hours a week shall be granted a vacation as provided in Section A up to a maximum of two (2) weeks and will be paid at their regular part-time pay.
- E. Temporary employees who have worked thirty weeks during the twelve (12) months prior to June 1<sup>st</sup> shall be entitled to two weeks vacation.
- F. Vacations are scheduled under the direction of the department head, supervisory authority. Whenever possible the vacation period should follow an employee's preference subject to work requirements and seniority. Employees entitled to more than two weeks vacation may be required to split their vacation period in light of work load requirements.
- G. Length of service as referred to in Sections C and D means total service in the employ of Town, not necessarily continuous. If a permanent or temporary employee has previously been a part-time employee, she/he will receive a proportional credit for this part-time employee toward this "service". Leave of absence for active duty in the Armed Forces will be credited as service.
- H. Vacations should not be accumulated from year to year. Exception may be made upon the recommendation of the supervisory authority and approval of the Superintendent, if submitted a reasonable time in advance. Under no circumstances will more than five (5) days be allowed to accumulate.
- I. Any recognized holiday (see Article VIIA) that falls within the period of an employee vacation, will not be charged as a vacation day.
- J. An employee, who meets work qualifications, shall not lose her/his vacation pay if incapacitated because of an injury or illness incurred in the line of duty. In such cases, her/his vacation shall be carried over to the following year.
- K. Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on her/his part, or by resignation, retirement, or death, she/he or her/his estate shall be paid at the regular rate of compensation payable to her/him at the termination of her/his employment, an amount in lieu of her/his unused vacation leave.
- L. Any employee who is permanently and finally terminating her/his employment either by retirement, RIF, death, long-term illness or otherwise, and who has accrued vacation or holiday leave shall, at the time of such termination of employment, be paid for such accrued vacation or holiday leave at the salary rate in effect on the date of her/his termination.

M. Effective on the signing date of this Agreement (October 12, 2010) , all new employees working less than 52 weeks shall be entitled to vacation pay as follows:

years 1 – 4	one (1) week
years 5+	two (2) weeks

ARTICLE VII A  
HOLIDAYS

Recognized Holidays (refer to the Secretary of the Commonwealth of Massachusetts, including [www.sec.state.ma.us/cis/cishol/holidx.htm](http://www.sec.state.ma.us/cis/cishol/holidx.htm), for exact dates by year) including extra days recognized by the Winchester School Committee:

New Year's Day	January first
Martin Luther King Jr. Birthday	Third Monday in January
Washington's Birthday	Third Monday in February (Presidents Day)
Good Friday	Date changes
Patriot's Day	Third Monday in April
Memorial Day	Last Monday in May
Independence Day*	July fourth
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Customarily the fourth Thursday in November
Friday after Thanksgiving Day	Customarily the fourth Friday in November
Christmas Eve Day	Dec 24 <sup>th</sup>
Christmas Day	Dec 25 <sup>th</sup>
New Year's Eve Day	Dec 31 <sup>st</sup>

\*Holiday for non 52 week employees if last day of *work* is after July 4<sup>th</sup>.

Section A

There will be no change in the School Department practice which allows all members covered by this Agreement to be absent from work on Good Friday or one (1) other day without loss of pay. When Christmas Eve falls on a weekday, members covered by this Agreement will be absent from work without loss of pay. When New Year's Eve day falls on a weekday, members covered by this Agreement will be absent from work without loss of pay.

ARTICLE VIII  
SICK LEAVE

- A. Employees in the Bargaining Unit shall be allowed to accumulate sick leave up to a total of two hundred and fifty (250 days' credit).
- B. All employees shall be granted one and one half (1 ½) days sick leave for each month of employment.

- C. Upon retirement or death, the employee will be granted \$25.00 for any days over 100 accumulated in their sick leave account.
- D. Sick Leave Bank
1. At the commencement of each calendar year, the Committee shall establish a fund of hours to be called the Sick Leave Bank. The Sick Leave Bank shall have three hundred fifty (350) hours available to any secretary qualifying therefore, who, because of illness or injury has exhausted her/his own such leave, both current and accumulated.
  2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members of the School Committee or School Administration shall be designated by the Committee and three (3) members who are secretaries shall be designated by the Association. The Sick Leave Bank Committee shall satisfy itself that the secretary has suffered or continues to suffer a prolonged illness or a prolonged disability arising from injury or illness, and that said secretary has exhausted or is about to exhaust her/his own sick leave benefits.
  3. The award of any hours from the Sick Leave Bank shall require a majority vote of the whole Committee. The award of the Committee of any such hours shall not be subject to the grievance or arbitration provisions of this Agreement.
  4. Also into the Sick Leave Bank will go any unused time left by an Association member who is leaving the System unless the sick leave days are “bought back”.
  5. Any unused hours of the three hundred fifty (350) given by the School Committee remaining in the Sick Leave Bank at the end of the calendar year shall not accumulate from year to year.
  6. In order to be eligible or qualify for the Sick Leave Bank, a Unit member must have been employed by the School District for a minimum of twelve (12) months.
  7. The Committee will notify the Association of the number of days in the sick leave bank by October 1<sup>st</sup> each year.

ARTICLE IX  
PERSONAL BUSINESS LEAVE

Three (3) days of personal business leave per year shall be granted by the Employer to all employees covered by this Agreement who have completed one year of service to the Town of Winchester. Three (3) days of such unused leave may be carried over to the succeeding year, but there shall be no more than six (6) personal business days taken in any one year. Employees shall give the Employer three (3) working days' notice of intent to use such days. If personal business days are not used at the end of two (2) years, the employee will be paid 50% of a day's pay for each.

ARTICLE X  
EMERGENCY AND COURT LEAVE

EMERGENCY

- A. At the discretion of the department head, employees may be excused for periods not to exceed three (3) days with full pay for reasons of emergency such as, but not limited to: serious illness in the immediate family, defined as spouse and child, mother, father, brothers, sisters, in fact or in law, close relatives residing with the employee: grandparents, step-child, stepmother, stepfather, stepbrother or stepsister of an employee. In the case of grandparents not living with an employee, the said discretionary emergency leave shall not exceed one day with full pay. Said emergency leave shall not be unreasonable withheld.
  
- B. An employee covered by this Agreement shall be granted five (5) days bereavement leave in the case of a death in her/his immediate family. Immediate family is defined as spouse and child and mother, father, brothers, sisters, in fact or in law, close relatives residing with the employee: grandparents, a stepchild, stepmother, stepfather, or stepsister of an employee. In the case of grandparents, aunts, uncles, nieces or nephews not living with an employee, the said bereavement leave shall not exceed one day with full pay.
  
- C. Under unusual conditions, extension of time may be granted by the Superintendent, and subject to the approval of the Town Manager.

COURT LEAVE

Court leave of absence will be granted by the department head or his designee to an employee who is called to serve on the jury or is summoned to appear in court as a witness. The difference between any fees received therefore and her/his regular rate of compensation will be paid by the Town. Such leave will be granted only for the period of such jury service or for the period during which the employee is required to be in court as a witness.

ARTICLE XI  
OTHER LEAVE

MILITARY SERVICE

Employees who serve in the Armed Forces of the Commonwealth or as a member of a reserve component of the Armed Forces of the United States, under orders, shall be allowed the difference between the base pay they may receive for such service and their regular rate of compensation from the Town for a period of not more than seventeen (17) calendar days of military leave attributable to their annual tour of military duty. (G.L. Chapter 33, Section 59). Releases from work to serve the Commonwealth or the United States Armed Forces shall not affect an employee's leave of absence or vacation with pay and the employee shall receive the same leave of absence or vacation with pay given other employees. (G.L. Chapter 33, Section 59A)

CONVENTION LEAVE

Any employee who is a delegate or alternate to a State or National Convention of a veteran's organization chartered by the Congress of the United States, may, when authorized by the Board or Officer having the power to remove her/him from her/his regular duties, attend such convention without loss of pay or vacation leave. (G.L. Chapter 41, Section III – J)

LEAVE WITHOUT PAY

Employees employed for a fifty-two (52) week year by the Town may be eligible to take a leave of absence without pay for two (2) weeks during the school year in addition to the paid vacation allowed under Article VII of this Agreement. The employee has the privilege of selecting the time of an absence, subject to giving reasonable notice in writing and securing the approval of the Supervisor and the Superintendent. The approval of the Supervisor and the Superintendent shall not be unreasonably withheld. The exercise of the right afforded to an employee under this paragraph shall not deprive the employee of the right to request additional leave of the Superintendent.

MATERNITY LEAVE

Maternity leave without pay of up to one (1) year will be granted. An additional period of time up to one (1) year's maternity leave will be granted if appropriate evidence substantiates the need for additional recuperation. Upon return from such leave, an employee will be considered as if she were actively employed by the School Department during the leave and will be placed on the salary schedule during pregnancy. Continued employment will depend solely upon the physical condition of the employee insofar as it relates to her capability to fulfill the obligations of her position. Appropriate medical evidence will be required prior to return from such leave.

ADOPTION LEAVE

The secretary who is adopting a child shall be entitled to use her/his accumulated personal sick leave, up to forty (40) days, to cover those days when she/he is attending to the adoption of her/his child. The Superintendent may require the secretary to submit adequate evidence for the period of attending to the adoption. The Committee agrees to



comply with the provisions of M.G.L. c159 paragraph 105D relative to the adoption of a child under three years of age.

ARTICLE XII  
USE OF SCHOOL DEPARTMENT BUILDINGS

Section 1

Upon making arrangements with the Assistant Superintendent for Personnel and Management in case of the administration building, and with the building principal in case of a school building, the Association may use a room at reasonable times and without post for conducting Association business.

Section 2

In the event of any change in the allocation of existing assigned space or equipment currently available and regularly used by members in the performance of their job duties, the Superintendent or her/his designee shall inform the Association prior to changing the level of existing space or equipment currently in use by Unit members.

ARTICLE XIII  
PERSONAL SAFETY

The School Committee shall take reasonable precautions to have a custodian or other person in the building during working hours to assure, whenever foreseeable, that an employee covered by this Agreement shall not be the sole occupant of a building provided said employee has been required to work.

ARTICLE XIV  
CAR USE AND MILEAGE

Any employee covered by the terms of this Agreement who services more than one school shall be entitled to a car allowance as follows: the amount used for income tax purposes or \$30.00 a month, whichever is most beneficial to the employee.

ARTICLE XV  
HEALTH AND INSURANCE PLAN

Employees shall be entitled to participate in hospital, surgical, medical and other benefits and in group insurance provided for the benefit of Town employees. If the insurance plan relative to such benefits is changed or the percentage of contribution is changed for the benefit of the Town employees while this Agreement is in force, the employees covered by this Agreement shall participate in the improved program. By the beginning of year three in the 2010-2013 WEA agreement, the Town/Employee split of health insurance payments migrated to:

<u>Type of Plan</u>	<u>Percentage Split/Share</u>
Individual	75/25
Family Plan	75/25

ARTICLE XVI  
EDUCATIONAL ALLOWANCES

- A. Employees of this Bargaining Unit shall be entitled to take Adult Education courses given by the School Department of the Town without payment of fees. Employer agrees to reimburse employees covered by this Agreement for tuition expenses paid by them for courses of study attended by them relating to their positions which have been approved in advance by the Superintendent or a representative designated by her/him to give such approval.
  
- B. Employees authorized by the Superintendent to attend secretarial institutes and conferences to improve job performance shall be reimbursed for expenses incurred for such authorized attendance and shall suffer no loss of pay for working time lost by reason of such attendance.
  
- C. Secretaries who reside outside of Winchester may request School Committee approval to allow their child/children to be enrolled in the Winchester Public Schools (WPS) without cost, on a space-available basis, and so long as no additional staff is required as a result of the child's enrollment. In cases where Winchester parents are required to pay a fee or tuition for certain programs or services, children of staff members enrolled in the WPS under this Article, will be required to pay the fee as well. Under this Article, the School Committee, in its sole discretion, may develop protocols and procedures regarding student placement. This provision of the collective bargaining agreement (Paragraph C) will not apply to employees whose employment start dates are after September 1, 2015.
  
- D. Continuing Education and/or Staff Development  
The administration and association agree that continuing education (staff development) is of benefit to both parties. Administrative Assistants shall have available, two of the scheduled early release afternoons, each school year for such staff development. The Association will have input and work with the Director of Personnel to establish the staff development activities to be provided on those two early release afternoons, one of which may include time for unit members to meet as a group to discuss best practices and improve communication among the staff at all schools.

ARTICLE XVII  
VACANCIES AND PROMOTIONS

The Employer shall post notice of vacancies and invite applications from employees promptly upon learning that the vacancy exists or will occur and at least seven (7) working days before filling the vacancy. In filling vacancies and promotions, the Employer shall consider the skills, abilities, and qualifications of the candidates. If WPS Administration determines that skills and qualifications are equal among two or more candidates, the employee with the longest period of service in the Winchester School

Department shall be appointed. The employer shall post notices and electronically notify the employees promptly upon learning that a vacancy exists.

ARTICLE XVIII  
POSTING OF VACANCIES

The Committee agrees that all notices regarding employment opportunities either in the Winchester School Department or for other positions offered through the auspices of the School Department shall be posted in locations where all members of the Bargaining Unit work and would normally see such notices. In addition, all Bargaining Unit employees will be notified electronically.

ARTICLE XIX  
LAYOFFS AND REDUCTION IN FORCE

In case of layoff, where qualifications, skills and abilities of employees are substantially equal, employees most recently hired by the Winchester School Department shall be the first laid off. The formal “bumping procedures”, in line with those used during the most recent layoffs, are as follows:

1. The Committee agrees that the Employer will meet with the officers of the Association prior to implementation of the bumping process, and will present at that time a listing of positions available.
2. A representative of the Association may be present at any meeting with an employee when she/he is notified of her/his layoff.
3. The Superintendent or her/his designee will meet with each employee affected by the “bumping process” to explain her/his options available. This meeting will take place before each employee exercises her/his bumping rights.
4. The most senior employee affected by the reduction(s) will be given an opportunity to bump into any position for which she/he is qualified that is in the same SS classification or in any lower SS classification.
5. No employee can bump into a position that pays more than her/his current position, either due to the percentage of time the job calls for, or due to the number of work weeks called for in the position.

In determining which job pays more, the maximum step for each job is considered. (For example, a 50% (SS-5), 39 week employee could make \$7000 per school year. She/he could not bump a 60% (SS-5), 39 week employee, even if she/he is senior to the 60% employee, nor could she/he bump a junior, full-time SS-4, 52 week employee (who at the maximum step makes approximately \$17,000).

6. After the most senior employee has been reassigned, the next most senior employee will be given the opportunity to bump into any position for which she is qualified.
7. Any employee who is finally rified will have eighteen (18) months on the recall list.

ARTICLE XX  
ABSENCE OF EMPLOYEES

All employees who have been absent from work due to illness for five (5) or more working days may be asked to produce a physician's statement certifying the nature of the absence, the employee's ability to return to work, and other pertinent and appropriate information. The employee reserves the right to select the physician.

ARTICLE XXI  
MISCELLANEOUS PROVISIONS

Section 1

Neither the Committee nor its agent shall enter into any Agreement with any individual employee in the Bargaining Unit which is contrary to the terms of the Agreement.

Section 2

No modification or alteration of the terms of this Agreement shall bind the parties hereto unless made and executed in writing by them.

Section 3

The failure of either party hereto to insist upon compliance with any of the terms of this Agreement on any such occasion shall not be construed to be a waiver by that party of its right to insist upon compliance with such terms in the future.

Section 4

If the School Committee requires as to the availability of the other than fifty-two (52) week employees, the employees will indicate their intent to return the following September, not later than June 30. Nothing contained in this Section shall be construed to eliminate a secretarial position or discharge the individual employee. However, a statement from the employee indicating that she/he does NOT intend to return will constitute a resignation.

Section 5

Nothing in this Article shall preclude the School Committee or its representatives from disciplining Unit Members by means less than and including discharge provided that such discipline shall be for just cause. However, any member's

employment may be non-renewed by the School District after any of the first three (3) full fiscal years that the member is employed with the School District and any member may be disciplined, up to including discharge, for any reason during her/his first ninety (90) days of employment with the School District.

Section 6

Secretaries to the principals, directors, case managers and supervisors will be called Administrative Assistants.

ARTICLE XXII  
CONTINUATION OF AGREEMENT

Except as otherwise separately provided by terms of this Agreement, all present job benefits, practices and customs relating to wages, hours and conditions of employment as language is presently there found interpreted between members of the Association shall continue for the duration of this Agreement.

ARTICLE XXIII  
WORK STOPPAGES

The Association agrees that it will not authorize, encourage or induce members of the Association or any employee covered by this Agreement to engage in any strike, work stoppage, slowdown or withholding of service.

ARTICLE XXIV  
EFFECT OF ILLEGALITY

If any provision of this Agreement is found to be in violation of any federal or state law or Town by-law by a court of competent jurisdiction, the parties agree to negotiate for substitute terms and conditions to replace on as nearly equivalent lawful terms and conditions as practicable, the terms and conditions found to be in violation of the law. All other provisions of this Agreement not affected by the determination of illegality shall remain in full force and effect for the duration of this Contract.

ARTICLE XXV  
MANAGEMENT RIGHTS

Subject only to the express language and the provisions of Article XXII of this Agreement the School Committee retains all rights and powers whatsoever to manage the School Department and to establish from time to time the policies of the Winchester Public Schools. These exclusive managerial prerogatives include, without being limited to, all rights and powers which it has or may be granted by law and to organize the department and the work and the staff of the department to establish, add to, subtract from, and discontinue duties, techniques or facilities. The failure of the School Committee to exercise any of its rights hereunder shall not be construed as a waiver of such rights.

ARTICLE XXVI  
STATUS OF EMPLOYER AND ASSOCIATION

Section 1

The School Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by Statute or by lawful regulation of any agency of the Commonwealth having authority over the School Committee. The Association is an unincorporated labor organization authorized to bargain collectively for employees of the School Committee described in ARTICLE I of the Agreement as to wages, hours, and conditions of employment, pursuant to Massachusetts General Laws, Chapter 150E.

Section 2

Communications for the School Committee shall be addressed to the Chairman of the School Committee, Administration Office, 40 Samoset Rd, Winchester, Massachusetts 01890. Communications to the Association shall be addressed to its designated representative at the address furnished to the Office of the Superintendent of Schools by the Association.

Section 3

All members of the Association will be treated with respect by their supervisors, and are expected to give the same respect in return.

ARTICLE XXVII  
NON-DISCRIMINATION

The Committee will not discriminate against any employee because of race, creed, color, national origin, sexual orientation, sex, age, physical or mental handicap, or for any conduct protected by M.G.L, Chapter 150E.

ARTICLE XXVIII  
PAYROLL DEDUCTION

The Committee, whenever authorized by any employee in writing, shall provide that payroll deductions on behalf of such employees shall be made every payday and paid over in accordance with such authorization for any or all of the following purposes:

1. Professional dues of the Association
2. Premiums under the Employees Group Insurance program
3. Premiums under any annuity contract purchased by the employee by the Committee
4. Payment to the Winchester Federal Credit Union.
5. Premiums for an Income Protection Insurance Plan

ARTICLE XXIX  
HEALTH AND SAFETY COMMITTEE

There shall be a Health and Safety Committee appointed by the School Committee. The purpose of this Committee is to hear complaints concerning unfair, unhealthy or unsanitary working conditions and, after review, investigation and evaluation of said complaints to make appropriate recommendations to the appropriate authorities. The Committee shall consist of five members: two of these members will be designated by the Association, two members will be designated by the School Committee and the fifth member will be selected by both groups. An attempt will be made to appoint individuals to the Committee who have some knowledge in matters connected with health and safety.

ARTICLE XXX  
STAFF PROTECTION

Section 1

Employees shall report in writing to their immediate supervisor any case of assault in connection with their employment. The immediate supervisor shall acknowledge receipt of such report and shall forward this information to the Superintendent. The Superintendent or her/his designee or the immediate supervisor will promptly report the incident to the proper law enforcement authorities, if, in her or his judgment, the situation warrants it.

Section 2

The alleged assault will be promptly investigated by the employee's immediate supervisor and the Superintendent or her/his designee. The report of this investigation shall be forwarded to the Committee which shall take whatever action it deems appropriate.

ARTICLE XXXI  
EVALUATION

Evaluation and observation of personnel shall be the responsibility of the administrator and may be conducted by them at any time during the year. However, all employees in the Bargaining Unit shall receive one formal, written evaluation of their performance each year. Unit members will not evaluate, manage or directly supervise their co-workers at any time. It is understood by all Unit members that some tasks may require multiple employees and resources for completion.

ARTICLE XXXII  
SCOPE OF THE AGREEMENT

The Contract constitutes the entire Agreement of the Employer and the Association entered into as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

ARTICLE XXXIII  
DURATION

This Agreement will take effect on July 1, 2013 (retroactive) and will remain in full force and effect until June 30, 2016. The Committee and the Association agree to enter into negotiations for a successor Agreement no later than January 2016. If the parties fail to agree on a new Contract by June 30, 2016, the current Agreement will remain in effect until a new Agreement is negotiated.

IN WITNESS WHEREOF the Winchester School Committee and the Winchester School Secretaries' Association have caused this Agreement to be executed in their behalf by their duly authorized representatives.

WINCHESTER SCHOOL COMMITTEE

WINCHESTER SCHOOL SECRETARIES'  
ASSOCIATION

 _____	 _____
4/24/14 _____	4/24/14 _____



### NEW ITEMS

1. The Association and the Administration agree to create a task force to review and revise the evaluation instruments presently used for the Winchester Education Association Secretarial Unit.
2. It is the intent that the position of Registrar at the High School be increased from thirty-nine (39) to forty-three (43) weeks. The Association and the Administration will agree to job responsibilities by June 1, 2011.
3. Present job descriptions will be approved by both the Administration and the Association.
4. The effective date of this Agreement (with the exception of Article VII Vacations) will be July 1, 2010.
5. Article VII Vacations will be effective for new, non-full-time employees as of the signing date of this Agreement.

**APPENDIX A**  
**SALARY SCHEDULE**

**School Admin Asst Salary Schedule (SS Grades and Classes)**

**-- FY-14 - July 1, 2013 Pay noted in rate per hour**

**Includes 1.5% Increase**

<b>Compensation Grade/Title</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>
<b>CL-1</b>	16.33	17.10	17.88	18.83	19.41	19.82	19.90	20.03	20.35
Receptionist, Superintendent Receptionist, High School Library Assistant, High School									
<b>CL-2</b>	17.12	17.94	18.77	19.55	20.36	20.78	20.87	21.02	21.34
Registrar, High School Admin Asst, Educational Technology									
<b>CL-3</b>	18.84	19.73	20.62	21.48	22.41	22.86	22.97	23.13	23.46
Registrar, McCall Admin Asst, Elementary Principal Admin Asst, Guidance WHS Bookkeeper, High School Admin Asst, SPED Coordinators Admin Asst, Database Coordinator WHS									
<b>CL-4</b>	20.79	21.74	22.72	23.71	24.71	25.21	25.33	25.51	25.88
Admin Asst, High School Principal Accounts Payable/Bids Specialist Admin Asst, SPED Dir Admin Asst, Information Mgmt Specialist									
<b>SS-11</b>	20.17	21.12	22.00	23.05	24.02	24.50	24.61	24.71	25.12
Admin Asst, McCall Principal									

## School Admin Asst Salary Schedule (SS Grades and Classes)

-- FY-15 - July 1, 2014 Pay noted in rate per hour

**Includes 2.0% Increase**

Compensation Grade/Title	I	II	III	IV	V	VI	VII	VIII	IX
<b>CL-1</b>	16.66	17.44	18.24	19.21	19.80	20.21	20.30	20.43	20.76
Receptionist, Superintendent Receptionist, High School Library Assistant, High School									
<b>CL-2</b>	17.47	18.30	19.15	19.94	20.77	21.19	21.29	21.44	21.76
Registrar, High School Admin Asst, Educational Technology									
<b>CL-3</b>	19.22	20.13	21.03	21.91	22.86	23.31	23.43	23.59	23.93
Registrar, McCall Admin Asst, Elementary Principal Admin Asst, Guidance WHS Bookkeeper, High School Admin Asst, SPED Coordinators Admin Asst, Database Coordinator WHS									
<b>CL-4</b>	21.20	22.17	23.17	24.19	25.21	25.71	25.83	26.02	26.40
Admin Asst, High School Principal Accounts Payable/Bids Specialist Admin Asst, SPED Dir Admin Asst, Information Mgmt Specialist									
<b>SS-11</b>	20.58	21.55	22.44	23.51	24.50	24.99	25.10	25.21	25.62
Admin Asst, McCall Principal									

## School Admin Asst Salary Schedule (SS Grades and Classes)

-- FY-16 - July 1, 2015 Pay noted in rate per hour

**Includes 2.75% Increase**

Compensation Grade/Title	I	II	III	IV	V	VI	VII	VIII	IX
<b>CL-1</b>	17.16	17.97	18.79	19.79	20.40	20.82	20.91	21.04	21.38
Receptionist, Superintendent Receptionist, High School Library Assistant, High School									
<b>CL-2</b>	17.99	18.84	19.72	20.54	21.40	21.83	21.93	22.08	22.42
Registrar, High School Admin Asst, Educational Technology									
<b>CL-3</b>	19.80	20.73	21.66	22.57	23.55	24.01	24.13	24.30	24.65
Registrar, McCall Admin Asst, Elementary Principal Admin Asst, Guidance WHS Bookkeeper, High School Admin Asst, SPED Coordinators Admin Asst, Database Coordinator WHS									
<b>CL-4</b>	21.84	22.84	23.87	24.91	25.96	26.49	26.61	26.80	27.19
Admin Asst, High School Principal Accounts Payable/Bids Specialist Admin Asst, SPED Dir Admin Asst, Information Mgmt Specialist									
<b>SS-11</b>	21.20	22.19	23.11	24.21	25.23	25.74	25.85	25.96	26.39
Admin Asst, McCall Principal									

APPENDIX B

Winchester School Secretaries

Form RC-1

Application for Reclassification

**This application is being submitted by:** \_\_\_\_\_

**Unit member:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

1. Current Classification: \_\_\_\_\_

2. Change in job function and/or responsibilities. Please specify

3. Proposed Classification: \_\_\_\_\_

4. State how the new functions and/or responsibilities warrant placement in a different classification.

5. Proposed effective date of reclassification: \_\_\_\_\_

6. Supervisor's comments:

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

Committee recommendation:

Date: \_\_\_\_\_

**APPENDIX C**  
**THE FAMILY MEDICAL LEAVE ACT OF 1993**

**Maternity Leave Rights and Benefits**

A female employee who has completed the initial probationary period set by the terms of her employment, or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two 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.

Such employer shall not be required to restore an employee on maternity leave to 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 conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity 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 she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position provided, however, that such maternity 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 leave unless such employee so provides for all employees on leave of absence. Nothing in this Section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this Section.

A notice of this provision shall be posted in every establishment in which females are employed.

For the purposes of this Section, an employer shall be defined as in Subsection 5 of Section 1 of Chapter 151B. Added by St. 1972, c790, s. 1; St. 1984, c 423; St. 1989, c 318.

**APPENDIX D**  
**POLICY AND PROCEDURES ON HARASSMENT**  
**(Including Sexual Harassment)**

The Winchester Public Schools is committed to providing faculty, staff and students an environment which allows them to pursue their careers and studies in physical and emotional safety. Therefore schools and offices must be free of any type of harassment or physical threat to well-being. All persons associated with the school system, including but not limited to, the School Committee, the administration, faculty, staff and students are expected to conduct themselves at all times so as to provide an atmosphere free from harassment. These same individuals are strongly encouraged not to tolerate, even by silence, any violation of this policy by others.

**Definition of Harassment**

Harassment refers to conduct, behavior, or comments that are personally offensive, degrading, or threatening to others. This Policy refers to, but is not limited to, insulting or harmful comments or actions based on a person's race, gender, religion, sexual orientation, national origin, physical characteristics, or disability. Examples of harassment include, but are not limited to, name calling, threats, unsolicited physical contact, unwelcome and insulting comments and gestures, and the display or circulation of written materials or pictures that are degrading or offensive to any individual, ethnic, racial, religious or gender group.

Sexual harassment is a form of discrimination which is included in this policy and, as defined here, is illegal and is a violation of Title VI of the 1964 Civil Rights Act and the Massachusetts General Laws, C. 151, Section 4B. In addition, the Massachusetts Fair Education Practices Law and Title IX of the Federal Education Amendments of 1972 make any form of sexual harassment in any program of study in any institution an unfair educational practice. For purposes of this policy, sexual harassment is defined as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly as term or condition of an individual's employment, academic work or participation in extra-curricular activities.
- Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual.
- an individuals' work or academic performance or creating an intimidating, hostile or offensive working or academic environment.

**Procedures for Reporting Harassment**

In determining whether an alleged incident constitutes harassment, the building principal (unless involved as a party) will serve as the hearing officer vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the following procedures. The following steps should be followed in the reporting/resolution process. In attempting to reach a resolution, the totality of circumstances including the developmental level and age of the students involved will be considered.