SOMERSET BERKLEY REGIONAL
AND
SOMERSET PUBLIC SCHOOLS
"All Students Achieving Excellence"

Somerset School District
Somerset Berkley Regional School District

ADMINISTRATIVE ASSISTANT CONTRACT

August 1, 2026 – July 31, 2029

Agreement Between

The Somerset School Committee,
The Somerset Berkley Regional School Committee

and

The American Federation of State,
County and Municipal Employees

Council 93, Local 1701

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AGREEMENT

This agreement entered into by the Somerset School Committee and the Somerset Berkley Regional School Committee hereinafter referred to as the "Employers," and Local 1701, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employers and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment, as defined on Chapter 150E of the Massachusetts General Laws.

WHEREAS, the Employers and the Union desire to enter into an Agreement with respect to the wages, hours of work, and other conditions of employment of the employees represented by the Union.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE Employers and the Union as follows:

I. PREAMBLE

Recognizing the prime purpose of the Employers and the Administrative Assistant employees represented by the Union, American Federation of State, County, and Municipal Employees, is to provide school administrative assistant services of the highest possible quality for the Somerset School District and the Somerset Berkley Regional School District, and that good morale among said administrative assistant employees is essential to the achievement of that purpose, the parties hereto agree and declare as follows:

The said employees have responsibility for providing administrative assistance and other services of the highest possible quality in the schools.

Fulfillment of these services and responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Employers, the Superintendent and said administrative assistant employees in the formulation and application of policies relating to wages, hours, and other conditions of employment for said employees.

II. RECOGNITION

The Employers recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time, regular part-time administrative assistant; excluding Central Office administrative assistants, all confidential, managerial, and all other employees.

III. SCOPE OF AGREEMENT

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

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

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

IV. CONTRACT CHANGES/DURATION

A. Effective Date

All contract provisions in the parties' agreed-upon memorandum of agreement shall become applicable after the ratification of the memorandum of agreement by the Union and the employers. It is agreed that the anniversary date of this Agreement shall be August 1, 2026 and all of the provisions of this contract shall become applicable. However, the parties agree that no provision of this agreement becomes effective unless and until ratification by the membership and Employers, whichever is later.

B. Termination

This agreement will remain in effect from August 1, 2026 through July 31, 2029. Any party may terminate this Agreement provided such termination is transmitted through the U.S. Mail to the responsible signatories of the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

C. Renewal

If none of the parties to this Agreement send a notice of termination as described in Paragraph B, this Agreement will be considered to have been automatically renewed for another contract year.

D. Changes

Should the parties to this Agreement wish to initiate collective bargaining negotiations over a successor bargaining agreement they shall notify the other parties in writing not less than 30 days prior to the expiration of the agreement. It is understood that such notice may also serve as the notice provided under Section B above. The parties will thereafter begin successor collective bargaining negotiations at mutually agreeable dates and times. Nothing in this Article shall preclude a party from modifying any previous proposals during the course of negotiations.

V. NEGOTIATION PROCEDURE

The Union shall designate three (3) of its members to serve as a Negotiating Committee. The Union may, if it so desires, also designate a person or persons, other than members of the Union, to serve as a representative or representatives of the Union in collective bargaining with the Committees.

For the purpose of collective bargaining, the said Negotiating Committee of the Committees and the Union and/or their designated representatives shall meet at reasonable times and shall confer in good faith with respect to wages, hours and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and shall execute a written contract incorporating any agreement reached. At

such meetings, the parties shall provide relevant data, exchange points of view, and make proposals and counterproposals. This article shall not be subject to the grievance and arbitration provisions of this contract.

VI. HOURS OF WORK

The start date for school year administrative assistant employees shall be ten (10) business days prior to the date students report back to school.

In order to ensure that they comply with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, the Committees require that all members of the Union record their time worked and absences on official Committee time record forms using official time clocks, or an equivalent time tracking system established by the Committees. Employees shall not be required to record their time in and out for their break but shall be required to record their time in and out for all meal periods. With the permission of the principal, an employee may attach the fifteen (15) minute break to their lunch period, and the employee will still be paid for the fifteen (15) minute break. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge. With the permission of the principal, during the summer months (when school is not in session), employees may work through their lunch and break and leave forty-five minutes early at the end of the day.

The present hours of work are as follows:

	Hours Per Day	Hours Per Week	Weeks Per Year
Elementary	**7.0**	**35.0**	**46.6**
Elementary Part-Time	**3.5**	**17.5**	**46.6**
Middle School	**7.0**	**35.0**	**46.6**
High School	**7.0**	**35.0**	**46.6**
HS Guidance	**7.0**	**35.0**	**46.6**
HS Summer Main Office*	**4.0**	**12.0**	**10.4**
MS Summer Main Office*	**7.0**	**14.0**	**5.0**
Elementary Summer* (One per school)	**7.0**	**14.0**	**5.0**

*These summer positions will be paid Four Dollars and Twenty-Five Cents ($4.25) an hour above their regular hourly rate of pay during the school year.

The Districts reserve the right to split the hours and assignments of summer positions in order to best meet their needs.

If requested by one of the Employers, and agreed to by the employee, an employee may work additional weeks.

A. Break

There shall be a fifteen (15) minute morning break.

VII. INCLEMENT WEATHER

Employees are not required to report for work when schools are officially closed by the Superintendent because of inclement weather or other emergency. There shall be no loss of pay on these days.

VIII. WAGES

Effective August 1, 2026, the compensation of each employee shall be determined in accordance with and shall conform to the following wage schedule.

a. Effective August 1, 2026, increase all steps by one-and-three-quarters percent (1.75%). Effective January 1, 2027, increase all steps by one-and-three-quarters percent (1.75%) Effective August 1, 2027, increase all steps by one-and-three-quarters percent (1.75%) Effective January 1, 2028, increase all steps by one-and-three-quarters percent (1.75%). Effective August 1, 2028, increase all steps by two percent (2%).

	2026-2027		**2027-2028**		**2028-2029**
	8/1/2026	1/1/2027	8/1/2027	1/1/2028	8/1/2028
Step	1.75%	1.75%	1.75%	1.75%	2%
1	$19.32	$19.66	$20.00	$20.35	$20.76
2	$21.30	$21.67	$22.05	$22.43	$22.88
3	$22.32	$22.71	$23.11	$23.52	$23.99
4	$23.35	$23.76	$24.18	$24.60	$25.09
5	$24.47	$24.90	$25.33	$25.78	$26.29
6	$25.27	$25.72	$26.17	$26.62	$27.16

Each present employee shall be placed at the proper step on the wage schedule for the position in which s/he is employed in accordance with the number of years of her/his continuous employment by the Committees. Each employee shall, at the beginning of her/his new work year receive step increments successively to the next higher rate within her/his salary schedule, provided the Employers determine that s/he has performed satisfactorily. An employee must work more than one-half her/his regularly scheduled work year to be considered for an increment.

Bargaining unit members who perform work related to the Early Childhood Preschool program shall be paid at their regular hourly rate of pay for all hours worked outside of their contractual work day. Further, such members shall be paid at the rate of one-and-a-half (1.5) times their regular rate of pay for all such work performed over thirty-five (35) total weekly hours.

Effective August 1, 2020, all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in providing the necessary account information to the School Departments. The Districts will use best efforts to implement electronic paystubs by August 1, 2020, or as soon as possible.

IX. LONGEVITY

The longevity program is as follows:

Years of Service Completed	Longevity Amount
10	$1,875
15	$1,992
20	$2,109
25	$2,159

Longevity will be paid to employees in a regular compensation check at the time of distribution of longevity pay for all Somerset and Somerset Berkley employees covered under this agreement.

X. OVERTIME AND CALL-BACK PAY

Any work performed at the request of the Committees, Superintendent, or principal in excess of thirty-five (35) hours in any work week shall be considered overtime and shall be paid for at the rate of one and one-half times the regular pay of the employee. Overtime for basic functions shall be distributed within the same department on a fair and equitable basis. The administration shall have the sole discretion to determine whether or not the overtime in question is a basic task. In no event shall any decision on whether or not there has been compliance with the contractual language on this issue be grieved beyond Step 2 of the parties' grievance procedure. Overtime shall require prior approval, except in extenuating circumstances.

Paid holidays under this Agreement shall be considered as time worked for overtime purposes.

Parent Nights: Employees may be required to work Parent Nights (parent-teacher conferences, back-to-school night) as determined by the Superintendent or principal. Employees will not receive overtime but will be compensated at their regular rate of pay for hours over 35 but less than 40 during weeks when they are required to work Parent Nights. When an employee works a Parent Night, as defined above, s/he will use equivalent compensation time for this time worked, either in partial day or full-day increments on subsequent early release days or subsequent full no-school days as determined by the teachers' schedule. The Superintendent has sole discretion to change the Parent Night schedule.

XI. JURY PAY

The Employers agree to make up the difference in an employee's pay between a normal week's wage and compensation received for jury duty.

XII. PROFESSIONAL DEVELOPMENT

All bargaining unit members will be eligible for a $750 stipend per year upon completion of three (3) technology or other job-related workshops. For any job- related professional development opportunity the employee will obtain pre-approval from the Principal.

XIII. LEAVES OF ABSENCE

A. Annual Sick Leave

All regular (all regular full-time and part-time) employees hired before January 1, 2021, shall be entitled to fifteen (15) days of sick leave, equivalent to their full-time equivalency, with full pay cumulative to two hundred forty (240) days. All regular employees hired after January 1, 2021 shall accrue one and one-half (1.5) days of sick leave per month, equivalent to their full-time equivalency, not to exceed fifteen (15) days per contract year and not to exceed two hundred forty (240) days in total.
An administrative assistant who has two hundred and forty (240) sick days at the beginning of the school year shall have an additional fifteen (15) days granted for that particular school year. At the end of the school year, the administrative assistant's total accumulation shall be no higher than two hundred and forty (240) sick days. In the event that an employee eligible for sick leave resigns or otherwise voluntarily leaves the employ of the school committee, after giving fourteen days' written notice to the superintendent s/he shall be credited with the prorated accumulation of sick days due for that portion of the year worked.

Employees shall be permitted to use their earned sick time for any one of the following reasons:

1. Caring for their own physical or mental illness, injury, or medical condition;
2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse, parent, or spouse's parent, to the extent limited in this Section on the use of sick days for family illness;
3. Attending their own routine medical appointment;
4. Attending a routine medical appointment for their child, spouse, parent, or spouse's parent, to the extent limited in this Section on the use of sick days for family illness;
5. Addressing the psychological, physical, or legal effects of domestic violence; or,
6. Travel necessitated by any of the above, to the extent limited in this Section on the use of sick days for family illness.

The 52-week administrative assistant shall accumulate sick time at the rate of seventeen (17) days per year.

Employees shall be permitted to use up to five (5) sick days for illness in their family, family to be defined in the same manner as in the Funeral Leave section of this Agreement.

In the event that an employee has been on sick leave during the work week, such leave shall be construed as time worked. Upon individual request a statement of unused sick leave shall be provided in September.

A sick leave bank may be established for members of the bargaining unit. The details will be worked out between the parties.

If an employee is injured or ill and entitled to benefits from Workers' Compensation, no sick leave benefits hereunder are to be paid by the employer while such other benefits are

being received by the employee.

In the case of absence due to an industrial accident, the employer agrees to make up the difference between her/his regular wages and the amount received from Workers' compensation. In no case will an employee qualify for a weekly wage greater than the contract amount.

Any employee submitting a claim based on false statements or covering a period during which the employee was not actually disabled or ill will be considered as abusing the sick leave privilege and will be subject to disciplinary action up to and including discharge.

The Employers reserve the right upon receipt of a claim for sick leave benefits to cause a physical examination, at their own expense, to be made by a physician of their choice. If a bargaining unit member is absent for five (5) consecutive days or displays a pattern of absences (for example, Fridays or Mondays), the District may require the employee to provide a doctor's note documenting the absence. Failure to provide a doctor's note in a timely fashion may be grounds for denial of the sick days and/or possible discipline.

Members of the bargaining unit will, upon termination other than discharge for just cause, receive compensation for their unused sick leave at the rate of twenty-five (25) dollars per day up to a maximum of two hundred forty (240) days. The money shall be included in the employee's final paycheck. Upon the death of an employee, the employee's estate shall receive compensation as stated above.

Each bargaining unit member shall post all of her/his absences in the District's time and attendance system. Time off requests for personal, sick, and vacation leave may be used in hourly increments.

B. Personal Leave

An employee upon forty-eight (48) hours prior notice in writing to the Superintendent, except if an emergency makes this impossible, shall be granted two (2) personal days to conduct business of a personal nature that cannot be conducted during non-school hours.

Employees may carry over up to one unused personal day from one fiscal year to the next. Personal days are not intended for recreational purposes or for the pursuit of outside occupations.

Each bargaining unit member shall post all of her/his absences in the District's time and attendance system.

C. Vacation Leave

Annual leave with pay will be granted in accordance with the provisions of this article to each employee commensurate with the length of continuous employment with the employer as of August 1 each contract year. As used in this Article, the term "full-time employee" shall mean an employee whose work year consists of at least forty-six (46.6) weeks as defined in Article VI, Hours of Work.

In the event that an employee eligible for a vacation leave resigns or otherwise voluntarily leaves the employ of the school committee, after giving fourteen days written notice to the superintendent, s/he shall be credited with a prorated accumulation of vacation days due for that portion of the year worked.

Vacation Schedule:
Regularly employed full-time and regularly employed part-time administrative assistants
Minimum of 46.6 weeks.

After 1st Year of Employment	**Five (5) Days**
After 3rd Year of Employment	**Twelve (12) Days**
After 5th Year of Employment	**Eighteen (18) Days**
After 10th Year of Employment	**Twenty-One (21) Days**
After 15th Year of Employment	**Twenty-Three (23) Days**

The schedule of vacation will be at the discretion of the Employers. Employees may carry over up to five unused vacation days from one fiscal year to the next.

Each bargaining unit member shall post all of her/his absences in the District's time and attendance system.

D. Holidays

If a holiday falls within the employee's vacation, that employee shall receive an additional day off with pay.
Should any of the said holidays fall on a non-workday, the employee shall receive the benefit of the holiday by receiving a day off within the school year.

Each employee shall have the following holidays with pay on the day which the holiday is observed:

Labor Day	**Christmas Eve**	**Good Friday**
Columbus Day	**Christmas Day**	**Patriot's Day**
Veteran's Day	**New Year's Eve Day**	**Memorial Day**
½ day before Thanksgiving	**New Year's Day**	**Juneteenth**
Thanksgiving Day	**Martin Luther King Day**	**Independence Day****
Day After Thanksgiving	**President's Day**	**BCEC Floating Holiday**

**(Employees scheduled to work during the week in which Independence Day falls will have the day off with pay).

Each bargaining unit member will receive one additional (1) floating holiday per year for a total of two (2) floating holidays to be used at the discretion of the member.

Each bargaining unit member shall post all of her/his absences in the District's time and attendance system.

E. Funeral Leave

When death occurs to a member of the employee's family, the employee will be granted a leave of absence of five (5) consecutive days. Pay for such leave shall be at the employee's straight time hourly rate. Employee's "Family" shall include:

Spouse	**Grandparent**
Child	**Grandchild**
Mother	**Immediate In-Laws**
Father	**Legal Guardian**
Brother	**Step-Parent**
Sister	**Step-Child**
And any other member of the employee's immediate household	

Employees will be entitled to one (1) bereavement day without loss of pay for the death of a family member not already listed in this Agreement at the discretion of the Superintendent.

No loss of credit from annual or accumulated sick leave shall be incurred by the employee on account of funeral leave.

Notwithstanding the above, for cremation, at the superintendent's sole discretion the five (5) days need not be consecutive, and not necessarily within the five (5) day framework, provided that the employee provides the superintendent with advance written notice of the employee's intent to use bereavement days on non-consecutive days with the days identified in writing.

Each bargaining unit member shall post all of her/his absences in the District's time and attendance system.

F. Parental and Child-Rearing Leave

A leave of absence shall be granted for parental leave to members on the terms and conditions set forth in this sub-section.

- The employee shall give the Superintendent at leave two (2) weeks' notice of the employee's anticipated date of departure and the employee's intention to return to full-time employment or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
- Parental leave shall commence on the first day of absence for the birth or adoption of a child. Parental leave shall run for eight (8) weeks from the date of childbirth or adoption, which period shall not be interrupted by holidays, vacation periods and summer vacation.
- An employee who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of parental leave unless the employee is on the active payroll (vacation, sick leave, personal time, compensatory time or other such leave would maintain the employee on the active payroll).
- Upon return from a parental leave of absence an employee shall return to the step in the salary schedule where s/he was when s/he began the leave unless the

employee worked at least one-half (1/2) of the year in which the leave began, in which case the employee shall move on to the next step, and shall have any unused leave and other benefits restored. An employee will continue to accrue seniority while on parental leave, provided no other members of equal length of service, credit and status in the same or similar position have been laid off during the period of such parental leave.

- Following the expiration of the employee's parental leave, the employee may take an unpaid child-rearing leave for remainder of the calendar year that started with the employee's parental leave (the parental leave combined with the child-rearing leave shall not exceed one year). Upon the expiration of the child-rearing leave, employees shall be restored to their previous, or a similar position. Employees shall not accrue any benefits for the period of said unpaid child-rearing leave.
- Bargaining unit members on leave under Paragraph 1 of this Section above may elect to utilize their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certified the member to be physically disabled.
- An employee who is pregnant may remain in active service until the completion of her pregnancy, provided that she is able to carry out the functions of her position.
- Upon expiration of the one-year parental and child-rearing leaves, the district will assign the employee to his/her former position or to a substantially equivalent position.
- Leave under this Agreement shall run concurrently with eligible leave under the Massachusetts Parental Leave Act (MGL c. 149, §105D) and/or under the FMLA.
- Each bargaining unit member shall post all of her/his absences in the District's time and attendance system.

G. Other Leaves

An employee may be granted a leave of absence, without pay, for up to one year, for health reasons. Requests for such leave will be supported by appropriate medical evidence. Such leave shall be considered FMLA leave, if otherwise applicable.

Any employee whose personal illness extends beyond the period of their total accrued compensation time, meaning sick time, personal, vacation, and any sick bank donations, may be granted a leave of absence without pay for up to the remainder of the current school year in which said leave(s) expires.
A leave of absence without pay or increment of up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family, upon application to and approval of the Superintendent.

Providing the insurance carrier agrees, employees who are on extended leave of absence may continue to be covered under the town's or the regional school district's insurance plan. The premium for this coverage shall be paid by the employee.

Each bargaining unit member shall post all of her/his absences in the District's time and attendance system.

H. Family Medical Leave Act

- The school districts use a rolling backward method for calculating a year for FMLA eligibility purposes;
- No required use of paid leave;
- Employee health insurance and life insurance contributions, if any, shall be offset against first paycheck upon return to work, as calculated by the Business Office;
- The Employer shall pay its percentage contribution for health insurance and life insurance for an employee during the duration of the employee's FMLA leave, with the employee paying their percentage contribution for health and life insurance. Provided the insurance carrier agrees, while on unpaid or extended leave (after usage of FMLA and while on an additional unpaid or extended leave during the same year), the employee will be responsible for paying the full (100%) monthly insurance premiums by contacting the Town of Somerset Treasurer's office to make payment arrangements;
- "In loco parentis" Relationships shall be established by a statement in application that this is someone that the applicant is responsible for;
- FMLA leaves shall be available to all bargaining unit members who are eligible for such leave as defined by the applicable statute and regulations;
- The employer may request a 2nd medical opinion at the employer's expense;
- Fitness for duty certifications shall be required after a FMLA leave taken for personal illness;
- Monies owed for unpaid health insurance if employee does not return from leave shall be by offset against available funds, if there are no available funds, the employee will be billed;
- When an employee takes leave under this Agreement for a reason which would entitle the employee to leave under FMLA, such leave will run concurrently with leave under FMLA, and will be deducted from the employee's statutory FMLA leave entitlement.

Coverage is extended to the immediate family, defined solely for FMLA purposes as:

Father	Child
Mother	Grandparents
Brother	Immediate in-laws
Sister	Grandchild
Spouse	Other members of the household

Each bargaining unit member shall post all of her/his absences in the District's time and attendance system.

XIV. INSURANCE

Bargaining unit employees shall have the opportunity to participate in Town and Region insurance programs on the same terms and conditions as those offered to other School Department employees.

Health Insurance Opt-Out: An employee who opts out of the District health insurance will be offered a stipend under the same conditions offered to Town employees. The opt-out language will be appended to the contract, subject to changes by the Town as agreed to by the District

and Union. (see last page of this contract)

Bargaining unit employees shall have the opportunity to participate in the Town's and Region's Employees Group Insurance Plan. At the time of hire, they must either apply for the above coverage or sign a waiver stating they do not wish to participate in this program. The Town of Somerset and the Regional School District will pay the maximum percentage permitted by Town Meeting enactment of the cost of the same insurance coverage received by Town employees.

Any bargaining unit member hired between the first and fifteenth of the month shall be required to pay a full month of employee co-share portion of health insurance premiums for that month.

Any bargaining unit member hired between the sixteenth and the last day of the month shall not be required to pay any employee co-share portion of health insurance premiums for that month. Regardless of start date, employees are covered for purposes of health insurance as of their first day of employment.

XV. NEW POSITIONS AND VACANCIES

Whenever a position covered by this Agreement becomes vacant, such vacancy will be publicized by the School Department by posting concurrently to School Spring (or the electronic posting system in use at the time) and by email to the Association for a minimum of five (5) school days prior to the appointment being made. Qualified in-house applicants will be considered before any outside applicants are considered. If a vacancy or new position occurs during the summer months, the School Department will notify the Association electronically. Employees interested shall apply in writing within the five (5) day posting period. The applicable employer will award the position to the most qualified applicant, qualifications to be determined in the sole discretion of the Employer. In cases where the qualifications of all candidates from within and outside the system are equal, the employee with the most seniority within the bargaining unit shall be awarded the job.

New positions and vacancies shall be filled within ninety (90) days of the end of the posting period. The successful applicant shall be given a one hundred twenty (120) working day trial and training period. If it is determined by the employer or the employee that the employee is not qualified to perform the work, s/he shall be returned to her/his old position and rate, if formerly employed; a new employee will be discharged.

New hires may be hired at no higher than Step Four.

XVI. SENIORITY

The length of continued and uninterrupted service of the employee in the bargaining unit from the employee's

first day of work in an administrative assistant bargaining unit position shall determine the seniority of the

employee.

XVII. REDUCTION IN FORCE

In cases of reduction in force, where merit and ability and qualifications are equal in the sole

determination of the applicable Employer, length of continuous service in the Administrative Assistant Bargaining Unit shall govern. The determination of merit and ability shall be made by the Superintendent and may be grieved under the provisions of this Agreement. Employees laid off due to a reduction in force shall have recall rights for a one (1) year period in the reverse order of layoff to any position in the bargaining unit which is at the same or lower classification. Once a person has been offered one opportunity to return and she/he does not do so, the recall period shall end even though it is still within the one-year recall period.

XVIII. JUST CAUSE

Once an employee has served a probationary period of one hundred twenty (120) working days, the Employer shall not suspend or terminate an employee without just cause. An employee discharged during the probationary period shall not have recourse to the grievance and arbitration process.

XIX. GRIEVANCE PROCEDURE:

Section 1 – Definition:

A grievance is defined as only those claims or disputes which allege a specific and direct violation of the express language or provisions of this Agreement. The grievance must be reduced to a written statement and must contain the nature and facts of the grievance, the section of the contract allegedly violated and remedies sought. The purpose of the grievance procedure is to settle all alleged grievances as quickly as possible.

Step 1: The employee involved shall submit the grievance in writing to the Principal within five (5) business days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Step 2: If the grievance has not been resolved within five (5) business days after its submission to the Principal, it may be submitted to the Superintendent, in writing, within five (5) working days after the response of the Principal was due.

Step 3: If the grievance has not been resolved within five (5) business days after its submission to the Superintendent, the Union may submit the grievance to arbitration with the Labor Relations Connection within thirty (30) business days after the decision was rendered by the Superintendent or the decision was due. A copy of that filing shall be simultaneously given to the Employer.

Section 2 - Time Limits:

The time limits specified in the preceding paragraphs may be extended by written or oral agreement of the parties. In the absence of such an agreement, however, failure to comply with the above time limits for instituting and pursuing grievances shall be conclusively deemed to be a waiver by the Union of all rights under this Article. In the event that the applicable employer fails to render its decision at a particular level of the grievance procedure it shall be deemed a denial, authorizing the Union to proceed to the next step within the time prescribed for doing so.

Section 3:
The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement or which modifies or abridges the management rights and prerogatives of the School Committees and/or the Superintendent. Costs of the arbitration proceedings except for transcripts requested by a party shall be shared equally by the applicable Committee and the Union.

Section 4:
Matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

Section 5:
An employee who has been ordered to perform a certain task which s/he believes violates a provision of this Agreement shall not refuse to perform the task (unless the task is reasonably believed to be unsafe) but shall perform the same and then submit his/her protest as a grievance.

Section 6:
In a retroactivity dispute, a settlement or adjustment by the employer, or an Arbitrator's award shall not be retroactive beyond the occurrence of the events giving rise to the instant grievance.

Section 7:
An Arbitrator shall not have the power to render a decision concerning any matter which has not been presented in accordance with the procedures set forth above. Failure on the part of the employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the aggrieved party must proceed to the next step to preserve the grievance. If the action required to process a grievance to each step in the procedure outlined herein is not taken within the time limits specified herein, the grievance shall become waived.

XX. MANAGEMENT PREROGATIVES

Among the rights and responsibilities which continue to be vested in the employers, but not intended to be an inclusive list of them, shall be the right.

- To increase or decrease or change the nature of the operation.
- To install and use equipment and machinery wherever and whenever they deem advisable.
- To remove machinery or equipment.
- To regulate the quality or quantity of labor for assigned tasks and to determine the amount of labor and appropriate tools and equipment for such assigned tasks.
- Subject only to the provisions contained in this agreement pertaining to procedures for promotions and job assignments: to hire, promote, demote, suspend, discharge, discipline, or transfer employees as the efficient operation of the Department, in the opinion of the employers, may require.
- To terminate any or all operations of the Department, temporarily or permanently, if the applicable School Committee shall so vote at any official meeting.
- To secure equipment, tools or materials from any source available
- Matters which are covered by this agreement are all of the matters as to which the parties

have bargained and as to which they intend to bargain and that as to any matter not specifically covered by the language of the agreement, the School Committees retain full discretion to act in any way they see fit.

The Employers are public bodies established under and with powers provided by the laws 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 Employers by law or any rule or regulation of any agent of the Commonwealth. The Employers retain all the powers, rights and duties that they have by law and may, subject to this Agreement, exercise the same at their discretion.

The Superintendent of Schools, hereinafter referred to as the "Superintendent" shall serve as the agent of the Employers with respect to all matters pertaining to the Administration of the provisions of this Agreement.

Additionally, nothing in this Agreement shall limit the School Committees and the Superintendent in the exercise of their functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations, establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done and to determine standards of proficiency, except where any such rights are specifically modified or abridged by terms of this Agreement.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. It is understood and agreed by the parties hereto that the School Committees do not have to rely on any collective bargaining contract with their employees as the source of their rights and management prerogatives.

This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Management reserves the right to assign duties consistent with an administrative assistant's training and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that taking or consuming illegal drugs or alcoholic beverages or being under the influence of illegal drugs or alcoholic beverages during any period of the workday may be grounds for discharge from employment with the School Department.

XXI. NO STRIKE

There shall be no strike, slowdown or other work stoppage during the course of this Agreement. Any or all employees who are disciplined for violating this article shall not have recourse to the grievance procedure except as to the question of

participation in any of the above prohibited acts but shall have recourse to other remedies available under the law.

XXII. DUES DEDUCTION

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

XXIV. MISCELLANEOUS PROVISIONS

A. Bulletin Boards

The Employers shall provide materials for a bulletin board and space for same within the various schools for the convenience of the Union for posting official union notices. Prior approval of the superintendent must be obtained for the posting of all notices except notices to members of meetings, elections and results of elections, notice of Union recreational and social affairs and notices of Union appointments. There shall be no other general posting or distribution by employees of pamphlets, advertising or political matter, notices or any other kind of literature other than as herein provided.

B. Access to Premises

The Employers agree at the discretion of the Superintendent to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1701 to enter the premises.

C. Violation of the Law

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

D. Tuition Waiver

Children of Somerset and Somerset Berkley Regional administrative assistant unit members, who live outside the Town of Somerset, will be allowed to attend Somerset schools, tuition-free, as long as it does not require the following: (1) the opening of another classroom or section, (2) the hiring of additional staff, (3) a conflict with legislation regarding the Commonwealth of Massachusetts' "School Choice" program. This section applies only to the children of administrative assistant unit members holding full-time positions in the Somerset and Somerset Berkley Regional school systems. Tuition-free attendance for children of employees who are not residents of the towns served by the District shall not be available to employees hired after July 1, 2017.

E. Employment Postings

Employment postings will be posted electronically on the site that the districts are currently using for postings (currently, SchoolSpring). Employment postings will also be sent to each member's school-issued email address.

XXV. EMPLOYEE EVALUATION

In order to ensure that all bargaining unit members are performing the full range of their duties and responsibilities, all employees will be evaluated once a year using an evaluation tool, which is based on the written job description, if any. The employee will be given a copy of the completed evaluation tool and will have the right to discuss it with her/his supervisors. Employees must sign the completed evaluation tool, with the understanding that signing the tool does not constitute agreement. Employees may submit a rebuttal to the completed evaluation.

In Witness Whereof, we set our hands on this 16 day of October, 2026

SOMERSET SCHOOL COMMITTEE

SOMERSET BERKLEY REGIONAL SCHOOL COMMITTEE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1701

Sheila A. Kearns 10/16/26 Afscme Council 93

Stephen Mello 10/16/26 1701

ARTICLE XIV – HEALTH INSURANCE OPT-OUT PROVISION

Commencing July 1, 2017, an annual stipend will be paid to an employee currently on the District health insurance plan who opts out of coverage under that plan. Said stipend will be $1,200 per fiscal year for those opting out of an individual plan and $1,500 per fiscal year for those opting out of a family plan and will be payable in installments with regular weekly or bi-weekly payroll and will be considered taxable and non-pensionable. The stipend for an employee who opts-out or re-enrolls during the course of a fiscal year will be pro-rated based on the period the employee was not covered by the District's health plan. As a condition of receiving payment hereunder, employees must present proof of coverage under the alternative insurance plan.

To qualify for said opt-out stipend, an employee must be covered under the District's health insurance plan for at least twelve months before opting out during an open enrollment period. Other than during an open enrollment period, employees may opt-out during the year due to a qualifying event. Qualifying events may include: (1) marriage or divorce; (2) birth or adoption of a child; (3) death of a family member; (4) lack of other coverage through no fault of the employee or subscriber; (5) changes in hours of work or employment status. PLEASE NOTE: the foregoing qualifying events are illustrative only and the District's Insurer will determine whether a particular event is "a qualifying event".

Employees may re-enroll in the District's plan during an open enrollment period or may re-enroll prior to an open enrollment period due to a qualifying event as determined by the District's insurer.

Employees opting out of District health plan coverage are ineligible to participate in the District's voluntary dental coverage.