

Agreement

Between

The Acton-Boxborough Regional School Committee

and

School Committee of Town of Acton

and

Office Support Association

2005-2008

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**Memorandum of Agreement
Between Acton Public and the Acton-Boxborough
Office Support Association and
Acton/Acton-Boxborough Regional School Committees
July 1, 2005 to June 30, 2008**

Preamble

This agreement entered into by the Acton-Boxborough Regional School Committee and School Committee of the Town of Acton hereinafter referred to as the Committee or Committees and the Acton Public/Acton-Boxborough Office Support Association (hereinafter referred to as the Association or Union) has as its purpose the promotion of harmonious relations between the committees and the association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Article 1 – Recognition

1.1 Pursuant to General Laws, Chapter 150E, the School Committees of the Town of Acton and Acton-Boxborough Regional School District recognize the Acton Public/Acton-Boxborough Office Support Staff/MTA as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all permanent full-time and permanent part-time office support employees, including Administrative Assistants, Bookkeepers, APS Payroll Clerk, Accounts Payable, Benefits Administrators, Registrars, but excluding the Superintendent's Secretary, the Director of Personnel's Secretary, High School Principal's Office Manager, Payroll Supervisor, and the Pupil Services' Office Manager. This agreement excludes all other employee groups and temporary positions as defined in Article 25.

1.2 The terms "employee" and "employees" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

Article 2 – Grievance Procedure

2.1 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. Nothing in this agreement shall prevent any employee from individually presenting any grievance of such employee.

2.2 A grievance shall mean a complaint by an employee or group of employees concerning wages, hours and/or conditions of employment.

2.3 Every effort shall be made by the aggrieved employee and appropriate immediate supervisor to arrive at a settlement of the matter involved before resorting to the formal grievance procedure. The aggrieved employee may, whenever feasible, first

discuss the grievance with the Professional Rights and Responsibilities Committee of the Association or its equivalent.

2.4 If the designated school official fails to provide a decision within the specified time limits, the grievance shall be deemed to have been denied on the day the decision was due, and the grievance shall be qualified to be carried to the next higher level.

2.5 No grievance shall be considered which is not presented within the time limits specified in Level One. Failure to appeal a decision to the next higher level within the specified time limits shall be considered as acceptance of the decision.

2.6 The formal processing of grievances shall be undertaken as listed below and shall be undertaken only during non-assigned hours.

2.6.1 Level One

- A. If the matter has not been settled to the aggrieved employee's satisfaction by informal discussion as provided in Section 2.3 of the Article, the employee shall, within fifteen (15) days after the date on which the circumstances giving rise to the grievance became known to the aggrieved employee, present his/her grievance in writing to the appropriate Principal or Director/supervisor. The grievance shall indicate the alleged article which the individual contends was violated and shall include a requested remedy.
- B. Within ten (10) days after receipt of the grievance by the appropriate Principal or Supervisor, he or she shall meet with the grievant or his or her designated representative of the Association in an effort to settle the grievance. The Principal or Supervisor shall meet with the employee and the representative of the Association in an effort to settle the grievance. The Principal or Supervisor shall provide his or her decision in writing within ten (10) days of the date of this meeting.

2.6.2 Level Two

- A. If the grievance has not been settled at Level One to the satisfaction of the aggrieved employee, the grievance shall be presented to the Superintendent in writing within five (5) days of the date of the decision in Level One.
- B. Within ten (10) days after receipt of the grievance by the Superintendent, or his or her designated representative shall meet with the employee and a representative of the Association in an effort to settle the grievance. The Superintendent or his or her representative shall provide his or her decision in writing within ten (10) days of the date of meeting.
- C. The Association shall notify the School Committee that a grievance is being processed.

2.6.3 Level Three

If the grievance is not settled at Level Two, it may be taken to arbitration by the Association under the terms of Article 3 of this Agreement.

2.7 If the Superintendent and the Association or the aggrieved employee (in instances in which the employee pursues the grievance without the intervention of the Association) agree, a grievance may be presented initially to the Superintendent at Level Two (with a copy to the appropriate Principal or Supervisor), within the fifteen (15) day time limit referred to in Level One being applicable to such initial presentation. Within fifteen (15) days after receipt of the grievance by the Superintendent pursuant to Section 2.8, he or she or his/her designated representative, shall meet with the employee and a representative of the Association in an effort to settle the grievance. The Superintendent or his or her representative shall provide his or her decision in writing within ten (10) days of that meeting.

2.8 "Days" shall mean only days on which this group is required to work and in addition, days other than weekends or level holidays during the work year.

2.9 If the employee presents a grievance without representation by the Association, the disposition of the grievance shall be consistent with the provisions of this Agreement. The Association shall be notified of the initiation of the grievance at Level One hereof (or Level Two hereof, if the grievance is initiated at the level pursuant to Section 2.7), and shall, if the Association so requests, be heard at each step thereof, and shall be notified of the decision reached at each level.

2.10 Settlements of grievances under this Article or awards under Article 3 may or may not be retroactive as the equities of each case may demand, but in no event shall a settlement be retroactive beyond more than fifteen (15) days prior to the date on which the grievance was presented in Level One hereof (or Level Two hereof, if the grievance is initiated at that level pursuant to Section 2.7).

Article 3 – Arbitration

3.1 A grievance involving the interpretation or application of a provision of the Agreement which has not been settled in accordance with the provision of Article 2 may be taken to arbitration, subject to the provisions of this Article, by either of the Committees or the Association.

3.2 A grievance involving the interpretation or application of a provision of this Agreement which has been settled in accordance with the provisions of Article 2 may be taken to arbitration, subject to the provision of this Article, by either of the Committees, provided that such Committee did not approve the settlement.

3.3 The party desiring arbitration shall notify the other parties to this Agreement of its intention to do so by a letter presented to the Chairperson of the appropriate Committee

and to the President of the Association, or to the designated representative of either, within twenty (20) days, as defined in Section 2.8, of the date of receipt of the notice of the decision at Level Two of Article 2.

3.4 Arbitration shall be conducted in accordance with the provisions of this Agreement and the applicable Voluntary Labor Arbitration rules of the American Arbitration Association to the extent that such rules are not in conflict with provisions of the Agreement.

3.5 Either of the Committees or the Association shall have standing to raise question of arbitrability during the arbitration or an appropriate forum.

3.6.1 Each party to arbitration shall bear the cost of preparing and presenting its own case.

3.6.2 The expense of the arbitration proceedings, including the fees and expenses, if any, of the arbitrator, shall be borne equally by the appropriate Committee or Committees and the Association.

3.7 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or deduction from, any of the provisions of this Agreement. The decision of the arbitrator, if within the scope of his or her power and authority under this Agreement and made in accordance herewith, shall be final and binding on the parties and on the employees under this Agreement. Unless the parties otherwise agree, each grievance shall be separately processed in any arbitration proceedings hereunder, and the arbitrator shall furnish his or her opinion in writing specifying the reasons for his/her decision.

3.8 No arbitrator shall have any authority or power to award any settlement to be retroactive beyond more than fifteen (15) days prior to the date on which the grievance was presented in Level One hereof (or Level Two hereof, if the grievance is initiated at that level pursuant to Section 2.7).

Article 4 – Definitions of Employee

Full Year/Full Time – Works complete calendar/fiscal year/52 weeks/260 days \geq 30 hours per week

Full Year/Part Time – Less than 30 hours per week

School Year/Full time – Works the 182 day school year and who may be scheduled up to an additional eight (8) weeks \geq 30 hours per week

School Year/Part Time – Less than 30 hours per week

Benefits Eligibility – Employee must work a minimum of 20 hours per week to be eligible for benefits under this agreement

Probationary employee – Employee who has completed less than six (6) months of continuous service

Permanent employee – Employee who has completed six (6) months continuous service

Article 5 – Payroll and Other Deductions

5.1 Association Dues

Upon completion and receipt of the Payroll Deduction Authorization Form, the Committee agrees to deduct Association dues from the salaries of office staff who authorize said deductions. The sum to be deducted, which represents the amount of yearly Association dues, shall be certified to the committee no later than August 1 prior to the beginning of the school year by the Treasurer of the Association. Withdrawal of Authorization may be made at any time with thirty (30) days' notice to the Committee. Collection of any dues owed at the time of withdrawal shall be the full responsibility of the Association and the Association agrees to hold the Committee harmless in that process.

5.1.1 No one shall be required to become or remain a member of the Association as a condition of employment in the Acton/Acton-Boxborough Regional School District.

5.2 Other Voluntary Payroll Deductions

The Committee agrees that after receipt of written authorization **form** and prior to revocation or expiration thereof, it will deduct from the salary of the benefit eligible employee executing such authorization, the amounts due for tax sheltered annuities, and/or group life and health insurance Cafeteria Plan deductions. Said authorization shall be in a form made available by the Superintendent.

5.3 Direct Deposit Option

The parties agree to the establishment of a procedure whereby bargaining unit members may directly deposit paychecks in banks which are part of the clearinghouse network in which the District participates.

Article 6 – Payroll Deduction Authorization Form

During the life of this Agreement and in accordance with the terms of the form of authorization of checkoff of dues hereinafter set forth, the Committee agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of the employees who had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

(1/2) hour lunch break; but does include a 15 minute break in the morning and a 15 minute break in the afternoon. Break times may be occasionally merged to allow a one hour break with the approval of the supervisor.

9.2 Employees whose standard work day consists of less than eight (8) hours shall be paid for the hours actually worked, not inclusive of the one half (1/2) hour lunch break, if taken.

9.3 The weekly hours of employment initially established for the position can only be changed by approval of the Superintendent. Normally, work hours will be scheduled between 7:00 A.M. and 5:00 P.M.

Article 10 – Insurance and Annuity Plan

The following insurance and annuity options are available to benefits eligible (greater than or equal to 20 hours per week) employees:

10.1 All employees who work twenty (20) or more hours per week are eligible to join the Group Life Insurance Plan, of which the Town and/or District will pay 50% of the premium and the employee 50%. This insurance shall be placed into effect as of the first day of the month following the month of hire for all Regional employees. Town of Acton employees will have this insurance placed in effect as of the first day of the month after thirty (30) days from the date of hire have passed. The amount of coverage shall be \$15,000. Employees who do not join the group at the inception of their employment may be required by the life insurance company to have a physical examination in order to enroll at a later date.

10.2 For benefits eligible employees, the Committees will pay 85% of the cost of plans currently offered to employees in June 2004. Coverage includes both family and individual plans and is placed into effect as of the first day of employment. Health insurance premiums may be paid with pretax dollars in accordance with current laws. This article extends for the duration of this contract period.

10.3 Health Insurance coverage will be continued during a period of unpaid leave of absence granted in accordance with this contract provided the employee pays the total monthly cost of such coverage within seven (7) days of the first day of each month.

10.4 Benefits eligible employees who have worked a minimum of ten (10) years in the school systems are eligible to continue in the District's Health Insurance plan upon retirement under Middlesex Retirement System regulations. The cost of retiree insurance is shared on a 50/50 basis. Employees who begin work after 07/01/04 are affected by this language. Current employees may retire with fewer than ten (10) years in APS/ABRSD if he/she meets Middlesex Retirement System qualifications.

10.5 Benefits eligible employees will be able to participate in a "tax sheltered" annuity plan in accordance with current state and federal law regulations.

10.6 Benefits eligible employees may participate in Cafeteria Plan options available to other eligible employees.

10.7 If two (2) employees belong to a single family unit and are each eligible under section 10.2 each may, at his / her option have his / her entitlement applied to the full cost of coverage for said family unit.

10.8 The OSA agrees to participate in the Insurance Advisory Committee should the Town convene said committee. In the event that an agreement is reached requiring unit members to pay a higher insurance premium contribution, then the Association shall have the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increase insurance premium contribution.

Article 11 – Inclement Weather

In the event that school is called off because of unforeseen emergency situations, including inclement weather, the following shall apply to all office personnel in the following areas:

11.1 Full year employees shall be expected to report for work as near to their regularly scheduled starting time as possible, provided the Central Office has not closed for that particular day. If employees are unable to report for work under such conditions, they shall so notify their immediate supervisor. With the approval of the supervisor, the employee may receive pay for such absence as either a vacation day or a personal day, provided such leave has not already been exhausted, otherwise this absence shall be without pay.

11.2 School year employees scheduled for less than 52 weeks shall not report to work. Such absence shall be without pay due to the fact that such canceled days are normally rescheduled later in the school year.

11.3 If school year employees are allowed to leave prior to the end of their work day and the day:

- A. Is counted as one of the 182 school days, they will receive their regularly scheduled amount of pay for that day.
- B. Is not counted as one of the 182 school days, they will receive pay for the actual hours worked on that day.

11.4 If the Superintendent of Schools determines that conditions are such that the Central Office is to be closed on a given day, all employees (full year) covered by this policy shall be notified not to report to work and shall be paid for the day(s) in question.

Article 12 – Overtime

Employees may be required to work a reasonable amount of overtime. All overtime must receive prior approval of the supervisor. Compensation for overtime work shall be

paid at time and one half of the employee's regular hourly rate for all work in excess of eight (8) hours per day or forty (40) hours per week. An employee may request compensatory time in lieu of overtime pay. If approved by the supervisor, compensatory time will be granted on one to one and a half time basis and normally must be used within sixty (60) days.

Article 13 – Leave without Pay

13.1 Leaves of absence without pay may, at the discretion of the Superintendent, be granted for the following reasons:

- a. Health
- b. Maternity and Adoption
- c. Paternity
- d. Military Service
- e. Approved Travel
- f. Other Approved Reasons

13.1.1 The increment for yearly service will be granted to an employee returning from a leave of absence who completed ninety (90) days on the job in the year preceding the commencement of the leave except that any increment may be withheld for just cause. The rights and benefits of accrued sick leave, seniority, and salary placement, which the employee enjoyed as of the date of the leave of absence, shall be restored to him/her upon his/her return from the leave of absence.

13.1.2 A pregnant employee who has completed three (3) months of consecutive employment, and who desires to continue service, shall be granted a leave of absence for the purpose of giving birth, not exceeding eight (8) weeks duration pursuant to and subject to the terms and conditions of Chapter 149, Section 105D of the General Laws providing that the employee returns to service at the conclusion of the eight (8) weeks. An employee who has completed three (3) months of consecutive employment, and who desires to continue service, shall be granted a leave of absence for the purpose of adopting a child, not exceeding eight (8) weeks duration. Employees on unpaid leaves of absence may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost. The Superintendent may grant an unpaid leave of absence for the remainder of the school year upon request of the employee.

13.1.3 Armed Services Leave: Any employee who enlists or is drafted into the military service of the United States, or into auxiliary corps connected therewith, is granted a leave of absence without pay. In accordance with the General Laws of Massachusetts Chapter 708 of the Acts of 1941, Chapter 419 of the Acts of 1943, Chapter 367 of the Acts of 1947, such leave extends two years beyond the termination of this initial enlistment into the armed services. Upon written request to the Superintendent of Schools, within two years after the termination of such service, the employee shall be reinstated or reemployed in the same or similar office or position held by him/her at the time of enlistment or conscription, provided that if so required by the Superintendent of

Schools, he/she files the certificate of a registered physician that he/she is not disabled or incapacitated from performing the duties of the office or position

Article 14 – Sick Leave

All employees who work twenty (20) or more hours per week shall be eligible for paid sick leave benefits. Full time and full time school year employees will receive 1.25 days upon the completion of each full month of service (or the major fraction of a month). New employees will accrue sick days at the rate of one (1) day per month (or major portion thereof) during the initial year of employment. Up to thirty-five (35) days can be accumulated.

14.1 No accrued sick leave may be considered as a basis for payment upon termination of employment.

14.2 In order to be eligible to be granted sick leave, staff members must notify their superior of their incapacity on the first day of absence, stating the nature of the sickness or injury, time expected to be incapacitated and when they expect to return to work. Supervisors may request from the employee a doctor's statement concerning the incapacitation, after five consecutive days or if in the supervisor's judgment a pattern of absence has emerged which demands such certification. This discretionary right shall not be unreasonably exercised.

14.3 Staff covered under the Worker's Compensation Law shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152 as amended. Sickness or injury arising out of, and in connection with, the service to the school system, and for which Worker's Compensation is payable, shall be granted the difference between Worker's Compensation payments and the regular straight time rate of pay on the same basis as that set forth in this contract.

14.4 Sick leave may be granted for work days actually and necessarily lost as a result of illness or injury to the employee, the employee's spouse, child, mother or father, or any other person who regularly resides in the staff member's home and for whom the staff member is responsible.

14.5 Full time school year staff and part time staff who work at least twenty (20) hours per week will receive sick days on prorated basis. For example, an employee who works twenty (20) hours per week will accrue 1.25 days per month divided by two or 5/8 days per month.

14.6 Employees who have worked for the districts for at least one year and who have worked 1,250 hours over the previous twelve months are eligible, under the Family Medical Leave Act (FMLA), for up to twelve weeks of unpaid, job protected leave for the following reasons:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan,"

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms,
- The use of FMLA leave cannot result in the loss of any employment benefit that accrues prior to the start of an employee's leave.

The "leave year" is defined on revolving twelve month period commencing with the date that the employee's first FMLA leave begins.

14.7 For each sick day accumulated at the start of a single, continuous, prolonged illness, staff who have exhausted their sick leave credit, may receive two (2) additional days of sick leave, if necessary, up to a maximum of seventy (70) days on recommendation from the supervisor, with a written statement from the employee's doctor describing the nature of the illness and probable duration thereof, upon approval of the Superintendent or designee. If an individual has a disability plan in effect at the time of a continuous, prolonged illness, the committee agrees to provide an additional fifteen (15) days of sick leave up to a maximum of 120 days.

14.8 Current employees who are active on 07/01/04 shall continue to accumulate sick days under previous conditions described in the *Support Staff Manual*, dated September 2003.

Article 15 - Additional Work

In the event that additional work becomes available during school vacation weeks or during the summer, it will first be offered to members of the bargaining unit. Whenever possible, the available work will be posted for a five (5) day period and the posting will be shared with the president of the Union. Employees will be awarded work at the discretion of the supervisor based on worker skill in the work to be done. Work may be awarded to others outside the unit if no one has responded to the posting or if those who have responded do not possess the necessary skills for the task. All work of this type shall post the exact dollar amount and the work to be done. If no one bids on the work then it may be awarded to anyone outside the unit. In the event that district operations (Central Office, Pupil Services, etc.) foresee possible but undefined work, a general posting may be done to create a list of employees interested in this general type of work.

Article 16 – Personal Leave

All full time employees may receive up to three (3) personal days and full time school year employees may receive up to two and one-half (2.5) personal days off during the year commencing July 1 without loss of pay for compelling personal or business matters that cannot be reasonably attended to outside normal working hours. 16.1 Personal days are allotted on July 1 of each year and cannot be accumulated or carried forward from year to year.

16.2 All other benefits eligible employees will receive personal days on prorated basis (see (14.5) under Sick Leave).

Article 17 – Bereavement Leave

All employees who are scheduled to work twenty (20) or more hours per week may receive up to three (3) days and five days if necessary for out of state travel excused absence to attend the funeral and other matters related to the death and be paid at the employee's regular rate of pay because of the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or close significant person with prior approval. Additional leave without pay may be granted by the Superintendent or designee.

Article 18 – Religious Leave

An employee will be granted leave without loss of pay for up to two (2) days in one (1) school year for time necessarily and actually lost for observance of a recognized major religious holiday of the religious faith to which such employee belongs, when such holiday falls on a day on which employees are required to report. Notification by an employee of his/her intention to take such leave shall be made to the appropriate supervisor as far in advance of such holiday but in no event less than forty-eight (48) hours in advance of such holiday.

Article 19 – Vacation Leave

Benefits eligible employees who are scheduled to work a full year (i.e. 52 weeks) will receive paid vacation days. All other benefits eligible employees receive vacation pay (not days). All vacation days must receive prior approval by the Supervisor or Superintendent or designee. If a holiday falls within the vacation period of an employee, he/she shall be granted an additional day of vacation. No employee may be permitted to forgo his/her vacation and received extra pay in lieu thereof.

19.1 Vacation Days for full year benefits eligible employees:a. Individuals will accrue vacation days beginning with the month in which they begin employment at the rate of .83 days per month (or ten per year). These days may be used as they are accrued.b. Beginning with the first month upon completion of their fourth year of employment, individuals will begin accruing vacation days at the rate of 1.25 days per month (15 days/year).c. Beginning with the first month upon completion of their ninth year of employment, individuals will begin accruing vacation days at the rate of 1.67 days/month (20 days/year).

d. Beginning with the first month upon completion of their nineteenth year of employment, individuals will begin accruing vacation days at the rate of 2.08 days/month (25 days/year). This will go into effect on July 1, 2005.

19.2 Vacation Pay for less than full year benefits eligible employeesa. In June or July of each year, all benefits eligible support staff who work less than a full year (i.e., 52 weeks) will receive a vacation lump sum payment.b. The lump sum payment to eligible employees will be 4% of their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 - 6/30).c. The lump sum payment to benefits eligible who have completed four years of employment as of the previous December 31 will be 6% of

their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 - 6/30).d.

The lump sum payment to benefits eligible employees who have completed nine years of employment as of the previous December 31 will be 8% of their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 - 6/30).

e. The lump sum payment to benefits eligible employees who have completed nineteen years of employment as of the previous December 31 will be 10% of their base pay (excluding longevity pay) for the fiscal year just ending (i.e., 7/1 – 6/30).This shall go into effect during school year 2004-05.

19.3 Upon the death of an employee who is eligible for a vacation under the provisions of this section, payment shall be made to the spouse of the deceased in an amount equal to the employee's accumulated unused vacation pay or to the deceased person's estate in the event there is no spouse.19.4. Employees who are benefits eligible for vacation under these rules and whose services are terminated shall be paid an amount equal to the employee's accumulated unused vacation pay.19.5

Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons not provided for under sick leave may, at the request of the employee, and with approval of the Superintendent, be charged to vacation leave.19.6 All earned vacation days (100%) during a year may be carried over to the next year. This number of days is the maximum number that may be accumulated. However, only 150% of the accrued days may be taken during one school year.

Article 20 – Holidays

The following are recognized as work holidays:1. New Year's Day

- | | | |
|----------------------------|-------------------------------|--------------------------------|
| 8. Columbus Day | 2. Martin Luther King Day | 9. Veteran's Day |
| 3. Presidents' Day | 10. ½ Day Before Thanksgiving | |
| 4. Patriot's Day | 11. Thanksgiving Day | 5. Memorial Day |
| 12. Day After Thanksgiving | 6. Independence Day | 13. ½ Day Before Christmas Day |
| 7. Labor Day | 14. Christmas Day | |

20.1 Only essential work, as determined by the appropriate supervisor will be scheduled on a recognized holiday. Except for work so scheduled, all full time, full year, full time school year employees, and part time employees who are benefits eligible will receive the holiday off, with holiday pay, provided the holiday falls on a regularly scheduled work day for the employee. A holiday falling on either a Saturday or Sunday may be observed on an alternative day as selected by the Superintendent of Schools.20.2 When a holiday falls on the employee's regularly scheduled work day and the employee is required to work, he/she shall be paid holiday pay, plus pay at double time regular pay for the hours actually worked. 20.3 To receive holiday pay, an employee must be in pay status on his/her last scheduled work day immediately prior to the holiday, and his/her first scheduled work day immediately following the holiday. [For this purpose, an employee is "scheduled" to work on a particular day when directed to work on the particular day by

the school administration or the established job description.]20.4 Holiday pay will be based on that day's regular rate.20.5 Staff who work a different number of hours on different days will receive holiday pay based on the number of hours they are normally scheduled to work on that day.

Article 21 – Jury Duty

An employee who is called for and serves jury duty on days falling within the usual work period, shall be paid for those days at the regular compensation rate less jury duty pay received, exclusive of any travel allowance, upon proof of juror's service and the amount of jury duty pay received.

Article 22 – Length of Service

The length of unbroken continuous service in the Acton Public/Acton-Boxborough Regional School Districts in a position covered by this contract shall be the determining factor in matters of Reduction in Force.

In case of layoffs, the Committee agrees to layoff the least senior person within a grade when cutting an entire position. Employees may bump into any open position in a lower grade. No employee may bump into a higher position.

Support staff who are reduced in force (100%) solely because of financial reasons or due to declining enrollment will be given recall rights to a comparable position for which they are qualified of up to two years.

Article 23 – Good Cause

No employee shall be disciplined, reprimanded, suspended, or reduced in rank or compensation, deprived of any professional advantage or dismissed without good cause.

Article 24 – Vacancies and Promotions

All vacancies shall be posted for five (5) full consecutive days within each building. No changes shall be made after the postings.

Under normal circumstances, due consideration will be given to employees who apply and are qualified for such vacancies.

Article 25 – Existing Conditions of Employment

Except as this agreement shall otherwise provide, all accrued benefits applicable to employees covered by this agreement on the effective date of this agreement established by the Committee's rules and regulations in force on the said date, shall continue to be so applicable during the life of this agreement.

Except as specifically modified by this Agreement, the Employer retains the right to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, or discharge employees; to assign, supervise or direct all working forces and

to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required because of lack of work and/or budgetary constraints; to make reasonable rules and regulations which do not conflict with the provisions of this Agreement; and generally to control and supervise the employer's operations and municipal affairs without hindrance or interference by the Association. No action taken by the Employer under the Article shall conflict with the express provisions of this Agreement. This agreement shall in no way restrict the employer in its sole discrimination from employing regular part time employees or temporary employees. Such temporary employees shall not be covered by this Agreement. Temporary employees are those employees who are informed when hired that they are being hired for special projects, to fill temporary vacancies, or to replace employees on leaves of absence or vacation and who are not regularly employed for more than ninety (90) days.

Article 26 – Course Reimbursement

Employees may request professional time to attend workshops, seminars and other programs. Employees may request reimbursement for professional development activities with prior approval of the supervisor and Superintendent of designee. Employees may recommend programs be included in the District's Professional Development Program and, if included, time to attend these programs will be allowed. All professional development activities are subject to prior approval and are limited by budget and other constraints. Denial of requests shall not be subject to grievance.

The employee may be reimbursed up to \$ 300 per year for professional development taken under this article. The School Committees agree to include \$ 1500 per year per system for this purpose. Courses which are required will be reimbursed in full.

Article 27 – Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this Agreement or the extent that it violated the law; but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted articles, sections, or clauses.

Article 28 – Evaluations

Evaluation of work performance is critical both to insure feedback to the employee in order to promote personal and professional growth and to maintain efficient and effective operation of the organization. All monitoring of work performance will be conducted in a fair and open manner. Supervisors will share the standards and criteria that they will utilize in the evaluation process. The supervisor will prepare written documentation of areas of commendation, needed improvements and performance concerns with the employee as needed during the process. The employee will have the right to provide the supervisor with additional information regarding performance. A formal, final evaluation report will be prepared by the supervisor which will be signed by the supervisor and employee and placed in the employee's personnel file at least once every two years. The employee may respond to the evaluation report and such

response will be attached to the report and placed in the personnel file.28.1 The general form to be used is included in Appendix A of the document.

Article 29 – Employees’ Files

29.1 No material which the Superintendent or supervisor deems derogatory to an employee’s conduct, service, character, or personality will be placed in such employee’s personnel file unless the employee has had an opportunity to review the material. A copy of the material will either be hand delivered to the employee or sent by certified mail, return receipt requested. The employee will acknowledge having had the opportunity to review such material by signing the copy to be filed.

29.2 The employee has the right to submit a written answer to such material within thirty (30) calendar days of its receipt and his/her answer shall be reviewed by the Superintendent and the supervisor and attached to the file copy.

29.3 The employee shall have the right upon request at reasonable times to examine her/his personnel file at a location designated by the Employer and to have a copy of any material in it. An employee shall have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to the employment relationship.

Article 30 – Longevity

Each January following the calendar year in which an employee who works 52 weeks per year completes the fourth year of employment, that employee shall receive a \$425 longevity payment. An employee who works less than 52 weeks per year will receive a \$375 longevity payment. Each January following the calendar year in which an employee who works 52 weeks per year completes the ninth year of employment, that employee shall receive a \$550 longevity payment. An employee who works less than 52 weeks per year will receive a \$500 longevity payment. Each January following the calendar year in which an employee who works 52 weeks per year completes the fourteenth year of employment, that employee shall receive a \$650 longevity payment. An employee who works less than 52 weeks per year will receive a \$600 longevity payment.

Each January following the calendar year in which an employee who works 52 weeks per year completes the nineteenth year of employment, the employee shall receive a \$1,050 longevity payment. An employee who works less than 52 weeks per year will receive a \$1,000 longevity payment.

Article 31 – Office Staff Children Attending Acton/Acton-Boxborough Regional School District

The children of Administrative Assistants/Office Support Staff may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of the Kindergarten registration. There shall be a maximum limit of one (1) such child per grade level in grades K-8. If more than one (1) applied for admission, then one (1) shall be selected by lottery. If a lottery

is required, it shall take place as soon as possible after the above mentioned registration deadline. There shall be a maximum of six (6) such children in grades 9-12. However, the application deadline in (a) above must be met. The provisions of this section apply solely to regular education programs.

If the Acton Public Schools and Acton-Boxborough Regional School District remain a Choice community, and in the event any provision of the School Choice Law is in conflict with this contract, a substitute provision which is in compliance with the requirements of the law or regulation will be put into place.

Article 32 – Transportation

Any employee who uses their car for the employer shall be reimbursed at the rate allowed by the Internal Revenue Service.

Article 33 – CORI Checks

Criminal History Checks (CORI) will be conducted openly according to school policy and statute.

Article 34 – Severance Pay

Upon voluntarily leaving employment with the employer, an employee with ten (10) or more years of service shall receive a severance pay equal to fifty (\$50) dollars for each full year of service. If this occurs after the age of 60, it shall be one hundred (\$100) for each full year of service.

Article 35 – Health and Safety

The employee shall not be required to execute the duties of the school nurse.

Article 36 – Purchasing New Computer Software Program

If the school district considers purchasing new software programs, the School Committee shall elicit staff input and consideration for some type of hands on training by a qualified trainer, using a computer normally used by the staff member. This article is not subject to grievance.

Article 37 – Compensation

The compensation plan consists of Schedule A. All rates will be per hour unless otherwise noted and the hourly rate multiplied by the hours worked per week shall determine the applicable employee's weekly pay.

37.1 Compensation rate changes will be made effective July 1 and remain in effect for one fiscal year (July 1 – June 30). Employees who have been in continuous employment of the School System for the seven (7) preceding months and who have a performance record that the School District determines to be satisfactory, shall be eligible on July 1 to advance one step until the maximum of the employee's job is reached. New employees who do not meet the seven (7) months of continuous service requirement will not receive a step or rate increase until the following year.

Article 38 – Substitution

Employees who substitute for, or assume the work duties of absent employees in a higher category shall be paid at step A of the higher rate if the employee carries out all of the essential duties of the position beginning on the first day of substitution. In the event an individual substitutes in a position of a higher pay category, the individual will receive no less than a 25 cent increase in pay.

Article 39 – No Strikes

During the term of this Agreement, there shall be no strikes, “sick-outs,” work stoppages, secondary boycotts or any slowdown, disturbances or demonstrations during working hours. The Association and its representatives will give their support to the employer in maintaining orderly and efficient operations. Participation by an employee or employees in any act in violation of the provisions of the Article shall be cause for discipline.

Article 40 – Personal Property

An employee who, in the course of employment and through no fault of his or her own, sustains damage or destruction to personal property owned by the employee due to vandalism or theft of such property or as the result of an accident to property necessarily on school property due to the employee’s duties, shall be reimbursed 75% of the difference between the fair market value and any insurance settlement.

This section shall not apply to personal means of transportation (car, truck, motorcycle, etc.) except on such days when the employee was able to claim mileage reimbursement provided the vehicle is parked in a legal parking place or in a place appropriate to work being done by the employee.

**Acton Public Schools
Acton-Boxborough Regional Schools**

6/18/2004

<u>New Grade</u>	<u>Grade</u>	<u>Current Positions</u>
1	12/13	Switchboard Operator TRC Office Support Assistant Special Project Assistant Elem School Office Support Assistant SH Records Assistant Admin Assistant to Food Services <u>Athletic Dir/Performing Arts Dir Admin Assistant</u>
2	14	JH Attendance Office Support HS Office Support JH Counseling Office Support HS Attendance Office Support Central Office Assistant HS Faculty Office Support HS Counseling Office Support Facilities Office Support
3	15	- none -
4	16	SPED Admin Assistant HS Registrar APS Accounts Payable/Receivable
5	18	Elem School Admin Assistant JH Admin Assistant CE Registrar

		AB Account Pay/Rec/Processor Admin Assistant to Director of Business HS Accounts Payable
6	19	Admin Assistant to Asst. Supt/Curriculum & Instruction Facilities Admin Assistant
7	20/21	- none -
8	22	APS Payroll Clerk Benefits Administrator/Registrar

**Acton Public Schools
Acton-Boxborough Regional Schools**

**Salary Chart
2005-06
(2% increase)**

Grade	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
1	13.73	14.25	14.87	15.44	16.03
2	14.61	15.22	15.85	16.45	17.09
3	15.08	15.65	16.32	16.95	17.66
4	15.56	16.12	16.81	17.44	18.15
5	16.41	17.02	17.74	18.45	19.17
6	16.85	17.50	18.23	18.97	19.70
7	17.74	18.45	19.17	19.93	20.74
8	18.19	18.87	19.62	20.45	21.28

- Additional amount added in 1999-00 for some individuals will continue through their service (see Side Letter).

- Individuals in positions adversely impacted by the reorganized schedule above will be redlined through their service.
- New employees shall start at step one (1) unless they have previous outside experience comparable to the position they are placed in.
- An individual moving from one grade to a higher grade shall receive at least \$.25 more per hour.

**Acton Public Schools
Acton-Boxborough Regional Schools**

**Salary Chart
2006-07
(2% increase)**

Grade	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	14.00	14.54	15.17	15.75	16.35	16.60
2	14.90	15.52	16.17	16.78	17.43	17.68
3	15.38	15.96	16.65	17.29	18.01	18.26
4	15.87	16.44	17.15	17.79	18.51	18.76
5	16.74	17.36	18.09	18.82	19.55	19.80
6	17.19	17.85	18.59	19.35	20.09	20.34
7	18.09	18.82	19.55	20.33	21.15	21.40
8	18.55	19.25	20.01	20.86	21.71	21.96

- Additional amount added in 1999-00 for some individuals will continue through their service (see Side Letter).

- Individuals in positions adversely impacted by the reorganized schedule above will be redlined through their service.
- New employees shall start at step one (1) unless they have previous outside experience comparable to the position they are placed in.
- An individual moving from one grade to a higher grade shall receive at least \$.25 more per hour.

**Acton Public Schools
Acton-Boxborough Regional Schools**

**Salary Chart
2007-08
(2% increase)**

Grade	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	14.28	14.83	15.47	16.07	16.68	17.23
2	15.20	15.83	16.49	17.12	17.78	18.33
3	15.69	16.28	16.98	17.64	18.37	18.93
4	16.19	16.77	17.49	18.15	18.88	19.44
5	17.07	17.71	18.45	19.20	19.94	20.50
6	17.53	18.21	18.96	19.74	20.49	21.05
7	18.45	19.20	19.94	20.74	21.57	22.13
8	18.92	19.64	20.41	21.28	22.14	22.70

- Additional amount added in 1999-00 for some individuals will continue through their service (see Side Letter).

- Individuals in positions adversely impacted by the reorganized schedule above will be redlined through their service.
- New employees shall start at step one (1) unless they have previous outside experience comparable to the position they are placed in.
- An individual moving from one grade to a higher grade shall receive at least \$.25 more per hour.

Side Letter of Agreement 1

The following individuals who received an additional increment in 1999-00 shall continue to have that amount added to the appropriate hourly amount.

Judy Bashta	20 cents
Ruth Cvitkovich	20 cents
Mary Small	20 cents
Anne Vlajinac	19 cents
Barbara Wheeler	19 cents

The following individuals will be redlined at the current 2003-04 grade level during their services:

Elizabeth Bollier
Judith Bowes
Ann Decker
Barbara Wheeler

Side Letter of Agreement 2

Individuals, covered by this agreement, who have accrued vacation time in excess of the limit noted in Article 19.6, shall be allowed up to two (2) calendar years (December 31, 2006) to use those excess vacation days.

Side Letter of Agreement 3

Individuals who are currently working in approved job share arrangements will be allowed to continue in that status. When the current status is altered, the position will return to the original position status.

Side Letter of Agreement 4

The parties agree that the pre-existing schedule modification for the Administrative Assistant of the Conant School will be allowed to continue although it is in conflict with Articles 9 and 12 of the current agreement. This side letter agreement is not considered to be a precedent for any future situations.

_____	_____	_____	_____
Pat Haras	Date		Date
		_____	_____
			Date

Appendix A

**ACTON PUBLIC SCHOOLS
ACTON-BOXBOROUGH REGIONAL SCHOOLS
Employee Evaluation/Progress Report
(Administrative Assistant and/or Office Support Staff)**

Note: This evaluation form must be completed by the immediate supervisor. The evaluator must use ink and all spaces must be completed with either the appropriate grade or by using "N/A"

Name: _____ Date: _____

Building: _____ Dept: _____ Position: _____

Date of Employment: _____ Length of time in assigned work area: _____

	Exceeds Expectations	Meets Expectations	Fails to Meet Expectations
1. Cooperation	_____	_____	_____
2. Quality of Work	_____	_____	_____
3. Performance of assigned duties	_____	_____	_____
4. Completion of duties on time	_____	_____	_____
5. Promptness	_____	_____	_____
6. Reliability	_____	_____	_____
7. Relationship to public	_____	_____	_____
8. Relationship to staff	_____	_____	_____
9. Working knowledge of technical skills	_____	_____	_____
10. Use of time in an efficient and productive manner	_____	_____	_____

- 11. Adherence to and implementation of departmental policies _____
- 12. Attitude _____
- 13. Appearance _____

What is your overall opinion of this employee's work?

Outstanding _____ Very Good _____ Good _____ Fair _____

Poor _____ Unsatisfactory _____

Additional comments pertaining to performance of duties and responsibilities.

Recommendation for continued employment:

_____ strongly recommended _____ recommended _____ not recommended

Evaluator's signature _____

Employee's signature _____ *

** Signature of employee does not imply agreement with the evaluation.

Employee Response: (If under separate cover, the response will be attached)

- Original: Deputy Superintendent
- Copy: Immediate Supervisor
- Copy: Evaluated Employee
- Copy: Department Administrator

Witness Page

IN WITNESS WHEREOF the parties hereto have caused these present to be signed and delivered by their duly authorized representatives as of the day and year first above written.

Office Support Association

Acton-Boxborough Regional District School Committee

School Committee of the Town of Acton

President

Chairperson

Chairperson
