

**AGREEMENT BETWEEN THE**

**WINCHESTER SCHOOL**  
**ADMINISTRATIVE ASSISTANTS ASSOCIATION**  
**AN AFFILIATE OF THE**  
**WINCHESTER EDUCATION ASSOCIATION**

**AND THE**

**WINCHESTER SCHOOL COMMITTEE**

**July 1, 2019 - June 30, 2022**

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This AGREEMENT entered into this July of 2019 by and between the School Committee of the Town of Winchester hereinafter called the “Employer” and the Winchester School Administrative Assistants’ Association, hereinafter called the “Association”, the Winchester Education Association, the Massachusetts Teachers Association and the National Education Association, the Committee and the Association agree that the purpose of this Agreement is to promote harmonious labor relations and that each member of the Association and of the Committee shall be treated with dignity and respect.

## ARTICLE I RECOGNITION

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

## ARTICLE II GRIEVANCE AND ARBITRATION PROCEDURE

### A. Definitions:

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

### B. Procedure:

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

(A) Level One

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

(B) Level Two

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

(C) Level Three

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

decision in writing to the grievant within ten (10) school days after the day of the meeting.

(D) Level Four

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

C. Miscellaneous

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

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

ARTICLE III  
ASSOCIATION RESPONSIBILITIES

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

ARTICLE IV  
COMPENSATION

Section 1

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

Section 2

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

Full-time and part-time employees who commence employment or reemployment with the Winchester Public Schools on or after July 1, 2016, shall not be eligible for longevity until they reach the “After 10 yrs” level and the “After 5 yrs” level shall not be available to such employees.

<u>Longevity</u>						
Full Time	52 week	46 week	44 week	43 week	42 week	39 week
After 5 yrs	586	521	498	487	473	440
After 10 yrs	842	749	715	699	680	631
After 15 yrs	1081	964	919	898	873	812
After 20 yrs	1336	1188	1135	1108	1080	1001
After 25 yrs	1578	1406	1341	1310	1275	1184
Part Time						
After 5 yrs	340	301	288	282	276	255

After 10 yrs	488	432	412	404	394	365
After 15 yrs	627	556	531	519	507	472
After 20 yrs	775	685	655	641	625	582
After 25 yrs	916	810	775	758	740	687

Section 3

Salary payments to all unit members will be made biweekly. Payday will be on Wednesday during the work year. The District may provide unit members with electronic pay advices in lieu of paper advices/paystubs that will indicate gross bi-weekly payment and all salary deductions made there from.

Section 4

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

Section 5

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

Section 6

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

ARTICLE V  
HOURS OF WORK

Section 1

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

Section 2

Twelve (12) month employees who work in Administration, at Winchester High School and/or McCall Middle School shall work a thirty-five (35) hour work week consisting of five (5) seven (7) hour days, Monday through Friday.

Section 3

All other employees shall work a thirty-five (35) hour work week consisting of five (5) seven (7) hour days, Monday through Friday, during regularly scheduled school work days.

Section 4

Definition of Terms:

- a. Type A employee (12 month employee) – one who works the entire teacher work year (183 days) plus those weeks when school is not in session. (Christmas week, February vacation, April vacation, summer session)
- b. Type B employee – one who works the teacher work year (183 days) plus thirty-five (35) additional days, usually ten days before school opens in the fall, ten days after school closes for the summer recess and fifteen (15) days during the regular school vacation periods: December, February and April.
- c. Type C employee – one who works the teacher work year (183 days) plus ten days prior to the opening of school in the fall, April vacation and ten days after school closes in the summer.
- d. Type D employee – one who works the teacher work year (183 days) plus ten days prior to the opening of school in the fall and ten days after school closes in the summer.
- e. Type E employee – one who works the teacher work year (183 days) plus ten (10) additional days.
- f. Type F employee – one who works the teacher work year (183 days).



### Section 5

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

### Section 6

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

### Section 7

Unit members who are not Type A employees will not report to work on school days cancelled by the Superintendent. These days will be made up by those Unit Members at the end of the school year according to the school year calendar.

### Section 8

Unit members shall be allowed a one (1) hour uninterrupted, unpaid lunch period. However, an individual employee and his/her supervisor may mutually agree that the employee may, from time to time, take a one-half (½) hour unpaid lunch period in order to end work one-half (½) hour earlier than otherwise regularly scheduled. Any such mutual consent to the adjustment of the unpaid lunch period of one (1) hour provided by this Agreement shall be without waiver or of prejudice to the right of any employee to such one (1) hour unpaid lunch period. A unit member will be compensated at his/her regular rate of pay when required by his/her supervisor to remain at his/her workstation during lunch.

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

### Section 1

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

## Section 2

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

## Section 3

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

## Section 4

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

Joint Labor/Management Classification Committee shall be established consisting of two (2) Unit Members (none of which shall be the individual occupying the position that is being considered for reclassification or an applicant for the new Unit Position) selected by the Association and two (2) managers. The purpose of this Committee is to consider the placement of new Unit positions within the classification system and to consider application for reclassification of existing unit positions. If the Committee, despite a good faith effort in considering such proposals, cannot reach a consensus, it shall notify the Superintendent that it could not reach a consensus. If there is a consensus, then the Committee will make non-binding, advisory recommendations in this regard to the Superintendent. The Association shall preserve its right to contractually challenge the placement of positions that may be inconsistent with the negotiated classification system, however, the work of the Committee shall not be subject to the grievance procedure.

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

Temporary overtime assignments are not subject to this Article.

ARTICLE VII  
VACATIONS

ELIGIBILITY REQUIREMENTS

- A. Permanent employees with a start date prior to July 1, 2016, who work fifty-two (52) weeks per year, who have actually worked fifteen (15) weeks (in the aggregate) during the twelve (12) months preceding June 1<sup>st</sup> shall be eligible for six days vacation.

Permanent employees with a start date prior to July 1, 2016, who work fifty-two (52) weeks, who have actually worked thirty (30) weeks (in the aggregate) during the twelve (12) months preceding June 1<sup>st</sup>, shall be eligible for twelve (12) days vacation.

Permanent employees with a start date prior to July 1, 2016, who work fifty-two (52) weeks per year shall have three (3) additional days vacation after one complete year of employment. Eligibility for eighteen days vacation commences January 1<sup>st</sup> of the calendar year in which the fifth year of service anniversary occurs.

Permanent employees with a start date on or after July 1, 2016, who work fifty-two (52) weeks per year shall have three (3) additional days vacation after one complete year of employment. Eligibility for eighteen days vacation commences January 1<sup>st</sup> of the calendar year in which the tenth year of service anniversary occurs.

Permanent employees with a start date on or after July 1, 2016, who work fifty-two (52) weeks per year shall receive initial vacation time in the following manner:

The employee will have a 6-month probationary period before he/she earns vacation time. The employee will receive vacation time after his/her 6-month probationary period has ended. Vacation time will be earned on a prorated basis following the probationary period e.g.:

- Hired in month of January
- Probationary period ends after June
- Employee receives 5 vacation days as of July 1<sup>st</sup> to use by December 31<sup>st</sup>
- Hired in month of July
- Probationary period ends after December
- Employee receives 10 vacation days as of January 1<sup>st</sup> to use by December 31<sup>st</sup>

- Hired in month of September
- Probationary period ends after February
- Employee receives 8 vacation days as of March 1<sup>st</sup> to use by December 31<sup>st</sup>

**B. ADDITIONAL VACATION BENEFIT**

Employees having complied with eligibility requirements under Section A will earn the following additional vacation benefit dependent upon their length of service to the Winchester Public Schools. Employees whose start date is prior to July 1, 2016 who work fifty-two (52) weeks shall receive three (3) weeks of paid vacation after five (5) years of service to the Winchester Public Schools and four (4) weeks of paid vacation after ten (10) years of service to the Winchester Public Schools, five (5) weeks of paid vacation after fifteen (15) years of service to the Winchester Public Schools.

Permanent employees with a start date on or after July 1, 2016, who work fifty-two (52) weeks shall receive two (2) weeks of paid vacation per year for years one (1) to nine (9); (3) weeks of paid vacation per year after ten (10) years of service to the Winchester Public Schools and four (4) weeks of paid vacation per year after fifteen (15) years of service to the Winchester Public Schools.

C. Eligibility for the three, four and five week vacations commences January 1<sup>st</sup> of the calendar year in which the fifth (5<sup>th</sup>), tenth (10<sup>th</sup>), and fifteenth (15<sup>th</sup>) year of service anniversary occurs.

D. Part-time permanent employees who actually work a minimum of ten (10) hours a week shall be granted a vacation as provided in Section A up to a maximum of two (2) weeks and will be paid at their regular part-time pay.

E. Temporary employees who have worked thirty weeks during the twelve (12) months prior to June 1<sup>st</sup> shall be entitled to two weeks vacation.

F. Vacations are scheduled under the direction of the department head, supervisory authority. Whenever possible the vacation period should follow an employee's preference subject to work requirements and seniority. Employees entitled to more than two weeks vacation may be required to split their vacation period in light of work load requirements.

G. Length of service as referred to in Sections C and D means total service in the employ of the Winchester Public Schools, not necessarily continuous. If a permanent or temporary employee has previously been a part-time employee, she/he will receive a proportional credit for this part-time employee toward this "service". Leave of absence for active duty in the Armed Forces will be credited as service.

H. Vacations should not be accumulated from year to year. Exception may

be made upon the recommendation of the supervisory authority and approval of the Superintendent, if submitted a reasonable time in advance. Under no circumstances will more than five (5) days be allowed to accumulate.

- I. Any recognized holiday (see Article VIIA) that falls within the period of an employee vacation, will not be charged as a vacation day.
- J. An employee, who meets work qualifications, shall not lose her/his vacation pay if incapacitated because of an injury or illness incurred in the line of duty. In such cases, her/his vacation shall be carried over to the following year.
- K. Upon termination or separation, the employee or his/her estate shall be paid for accrued unused vacation time in accordance with Massachusetts General Law.
- L. Any employee who is permanently and finally terminating her/his employment either by retirement, RIF, death, long-term illness or otherwise, and who has accrued vacation or holiday leave shall, at the time of such termination of employment, be paid for such accrued vacation or holiday leave at the salary rate in effect on the date of her/his termination.
- M. Effective October 12, 2010, all new employees working less than 52 weeks shall be entitled to vacation pay as follows:
  - years 1 – 4                      one (1) week
  - years 5+                         two (2) weeks

ARTICLE VII A  
HOLIDAYS

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

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



any such hours shall not be subject to the grievance or arbitration provisions of this Agreement.

4. Also into the Sick Leave Bank will go any unused time left by an Association member who is leaving the System unless the sick leave days are “bought back”.
5. Any unused hours of the three hundred fifty (350) given by the School Committee remaining in the Sick Leave Bank at the end of the calendar year shall not accumulate from year to year.
6. In order to be eligible or qualify for the Sick Leave Bank, a Unit member must have been employed by the School District for a minimum of twelve (12) months.
7. The Committee will notify the Association of the number of days in the sick leave bank by October 1<sup>st</sup> each year.

#### ARTICLE IX PERSONAL LEAVE

##### Section 1 - Applicable to Employees Whose Latest Start Date was prior to July 1, 2016

For Employees whose latest start date was prior to July 1, 2016 and who have completed one year of service to the Winchester Public Schools, five (5) days of personal leave per year shall be granted by the Employer. Three (3) days of such unused leave may be carried over to the succeeding year, but there shall be no more than six (6) personal business days taken in any one year. Employees shall give the Employer three (3) working days' notice of intent to use such days. If personal business days are not used at the end of two (2) years, the employee will be paid 50% of a day's pay for each.

##### Section 2 - Applicable to Employees Whose Start Date was on or after July 1, 2016

For Employees whose start date was on or after July 1, 2016 and who have completed one year of service to the Winchester Public Schools, four (4) days of personal leave per year shall be granted by the Employer. Two (2) days of such unused leave may be carried over to the succeeding year, but there shall be no more than four (4) personal days taken in any one year. Employees shall give the Employer three (3) working days' notice of intent to use such day/s.

ARTICLE X  
EMERGENCY AND COURT LEAVE

EMERGENCY

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

COURT LEAVE

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

ARTICLE XI  
OTHER LEAVE

MILITARY SERVICE

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



### LEAVE WITHOUT PAY

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

### PARENTAL LEAVE

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

### PARENTAL LEAVE

An employee who is adopting a child shall be entitled to use her/his accumulated personal sick leave, up to forty (40) days, to cover those days when she/he is attending to the adoption of her/his child. The Superintendent may require the employee to submit adequate evidence for the period of attending to the adoption. The Committee shall comply with the provisions of M.G.L. c149 paragraph 105D.

## ARTICLE XII USE OF SCHOOL DEPARTMENT BUILDINGS

### Section 1

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

### Section 2

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

ARTICLE XIII  
PERSONAL SAFETY

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

ARTICLE XIV  
CAR USE AND MILEAGE

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

ARTICLE XV  
HEALTH AND INSURANCE PLAN

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

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

ARTICLE XVI  
EDUCATIONAL ALLOWANCES

- A. Employees of this Bargaining Unit shall be entitled to take Adult Education courses given by the School Department of the Town without payment of fees. Employer agrees to reimburse employees covered by this Agreement for tuition expenses paid by them for courses of study attended by them relating to their positions which have been approved in advance by the Superintendent or a representative designated by her/him to give such approval.
  
- B. Employees authorized by the Superintendent to attend administrative assistant institutes and conferences to improve job performance shall be reimbursed for expenses incurred for such authorized attendance and shall suffer no loss of pay for working time lost by reason of such attendance.

C. Administrative assistants who reside outside of Winchester may request School Committee approval to allow their child/children to be enrolled in the Winchester Public Schools (WPS) without cost, on a space-available basis, and so long as no additional staff is required as a result of the child's enrollment. In cases where Winchester parents are required to pay a fee or tuition for certain programs or services, children of staff members enrolled in the WPS under this Article, will be required to pay the fee as well. Under this Article, the School Committee, in its sole discretion, may develop protocols and procedures regarding student placement. This provision of the collective bargaining agreement (Paragraph C) will not apply to employees whose employment start dates are after September 1, 2015.

D. Professional Development

For the duration of this contract during the 2019-2020 through 2021-2022 school years, Section D1 shall apply. At the conclusion of this three-year agreement, should no successor agreement be reached, Section D1 shall no longer apply and Section D2 (legacy language) shall be in effect.

1. The administration and association agree that professional development is of benefit to both parties. Unit members will participate in professional development offered during the school day. The Association will work with the Director of Personnel or Assistant Superintendent to provide input. Up to fifty percent of professional development sessions may be self-directed with prior approval from the building administrator.
2. **Continuing Education and/or Staff Development:** The administration and association agree that continuing education (staff development) is of benefit to both parties. Administrative Assistants shall have available, two of the scheduled early release afternoons, each school year for such staff development. The Association will have input and work with the Director of Personnel to establish the staff development activities to be provided on those two early release afternoons, one of which may include time for unit members to meet as a group to discuss best practices and improve communication among the staff at all schools.

ARTICLE XVII  
VACANCIES and PROMOTIONS

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

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

ARTICLE XVIII  
POSTING OF VACANCIES

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

ARTICLE XIX  
LAYOFFS AND REDUCTION IN FORCE

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

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

In determining which job pays more, the maximum step for each job is considered. (For example, a 50% (CL-3), 39 week employee could make \$17,162 per school year. She/he could not bump a 60% CL-3), 39 week employee, even if she/he is senior to the 60% employee, nor could she/he bump a junior, full-time CL-2, 52 week employee (who at the maximum step makes approximately \$41,619).

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

ARTICLE XX  
ABSENCE OF EMPLOYEES

All employees who have been absent from work due to illness for three (3) or more working days may be asked to produce a physician's statement certifying the nature of the absence, the employee's ability to return to work, and other pertinent and appropriate information. The employee reserves the right to select the physician. The Superintendent may require the employee to submit to a fitness for duty examination. In this case, the Superintendent will select the physician and the district will pay the costs for the examination.

ARTICLE XXI  
MISCELLANEOUS PROVISIONS

Section 1

The School Committee shall not enter into any agreement with any individual employee in the Bargaining Unit which is contrary to the terms of the Agreement.

Section 2

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

Section 3

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

Section 4

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

Section 5

Nothing in this Article shall preclude the School Committee or its representatives from disciplining Unit Members by means less than and including discharge provided that such discipline shall be for just cause. However, any member's employment may be non-renewed by the School District after any of the first three (3) full fiscal years that the member is employed with the School District and any member may be disciplined, up to including discharge, for any reason during her/his first ninety (90) days of employment with the School District.

ARTICLE XXII  
CONTINUATION OF AGREEMENT

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

ARTICLE XXIII  
WORK STOPPAGES

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

ARTICLE XXIV  
EFFECT OF ILLEGALITY

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

ARTICLE XXV  
MANAGEMENT RIGHTS

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

ARTICLE XXVI  
STATUS OF EMPLOYER AND ASSOCIATION

Section 1

The School Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by Statute or by lawful regulation of any agency of the Commonwealth

having authority over the School Committee. The Association is an unincorporated labor organization authorized to bargain collectively for employees of the School Committee described in ARTICLE I of the Agreement as to wages, hours, and conditions of employment, pursuant to Massachusetts General Laws, Chapter 150E.

### Section 2

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

### Section 3

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

## ARTICLE XXVII NON-DISCRIMINATION

The Committee will not discriminate against any employee because of race, color, religion, gender, national origin, age, marital status, veteran status, disability, sexual orientation, gender identity, or any other legally protected group, or for any conduct protected by M.G.L, Chapter 150E.

## ARTICLE XXVIII PAYROLL DEDUCTION

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

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

## ARTICLE XXIX HEALTH AND SAFETY COMMITTEE

There shall be a Health and Safety Committee appointed by the School Committee. The purpose of this Committee is to hear complaints concerning unfair, unhealthy or unsanitary working conditions and, after review, investigation and evaluation of said complaints to make appropriate recommendations to the appropriate authorities. The



Committee shall consist of five members: two of these members will be designated by the Association, two members will be designated by the School Committee and the fifth member will be selected by both groups. An attempt will be made to appoint individuals to the Committee who have some knowledge in matters connected with health and safety.

ARTICLE XXX  
STAFF PROTECTION

Section 1

Employees shall report in writing to their immediate supervisor any case of assault in connection with their employment. The immediate supervisor shall acknowledge receipt of such report and shall forward this information to the Superintendent.

Section 2

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

ARTICLE XXXI  
EVALUATION

Section 1

A formal evaluation of a unit member will be conducted once annually, by their immediate supervisor (minimum supervisor/director licensure), prior to March 1<sup>st</sup>. In the instance that a unit employee has multiple supervisors, a primary and secondary evaluator will be assigned by the principal or superintendent by November 1<sup>st</sup>, who will collaborate on the evaluation. If two (2) or more criteria receive a rating of "below average" and/or "poor/unacceptable" a plan of improvement will be implemented and the unit member will receive said plan within five (5) days of receipt of his/her evaluation. A second evaluation will be completed by May 30<sup>th</sup>. In the event the second evaluation determines that a plan of improvement is still needed, an Improvement Plan shall be developed by the Evaluator with a length of at least sixty (60) work days and no more than one year. If at the end of the second school year, said employee receives an unsatisfactory evaluation (see above), said employee may be dismissed for cause.

After three (3) consecutive years of successful evaluations, a unit employee will be evaluated every other year. If a unit employee receives a rating of "below average" or "poor/unacceptable" on one or more criteria, the unit employee will move back to an annual evaluation cycle.

Section 2

A Joint Labor Committee will meet to discuss the Evaluation Timeline. A unit member will be evaluated through the use of multiple, informal, unannounced walk-throughs in his/her environment. All formal monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge. If at any time it is

apparent that a unit member is in need of remediation, the issue will be addressed either verbally or in writing within two (2) work days from when observed.

### Section 3

Prior to February 1<sup>st</sup>, the unit employee will complete a self-assessment using the standard evaluation tool in Appendix C and submit it to their evaluator. The evaluator will complete the standard evaluation form (Appendix C) and provide a copy of the evaluation to the unit member no later than March 1<sup>st</sup>. Within five (5) school days, the unit member will have the opportunity to meet with his/her evaluator if he or she requests. Self-assessments and evaluations will be completed using an internet based program.

### Section 4

The unit employee will sign the evaluation when received. This signature shall only indicate receipt and not necessarily agreement. Should the unit member disagree with the contents of the evaluation, he/she will be given the opportunity to submit, within ten (10) school days, a written response which the supervisor will initial and attach to the original report.

### Section 5

Unit members will not evaluate or directly supervise their co-workers at any time.

## ARTICLE XXXII SCOPE OF THE AGREEMENT

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

ARTICLE XXXIII  
DURATION

This Agreement will take effect on July 1, 2019 and will remain in full force and effect until June 30, 2022. The Committee and the Association agree to enter into negotiations for a successor Agreement no later than January 2022. If the parties fail to agree on a new Contract by June 30, 2022, the current Agreement will remain in effect until a new Agreement is negotiated.

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

WINCHESTER SCHOOL COMMITTEE

WINCHESTER SCHOOL  
ADMINISTRATIVE ASSISTANTS  
ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NEW ITEMS

A joint Evaluation committee will be formed with the purpose of revising the evaluation instrument and adjusting timelines to make the process more relevant and meaningful. The committee will be comprised of two (2) unit members and 2 Administrators. The committee will begin its work no later than August 30, 2019 and will submit recommendations by October 4, 2019.

APPENDIX A

Winchester School Administrative Assistants

WEA Clerical Union Compensation Schedules FY2020- July 1,2019 - June 30, 2020, 2.51% Increase + 1% Market Adjustment Steps 1-3										
Grade		1	2	3	4	5	6	7	8	9
CL-1	1	\$19.26	\$19.89	\$20.53	\$21.00	\$21.68	\$22.12	\$22.56	\$23.01	\$23.47
CL-2	2	\$20.19	\$20.86	\$21.53	\$22.02	\$22.73	\$23.19	\$23.65	\$24.12	\$24.60
CL-3	3	\$22.23	\$22.95	\$23.70	\$24.23	\$25.02	\$25.52	\$26.02	\$26.55	\$27.08
CL-4	4	\$24.52	\$25.32	\$26.13	\$26.73	\$27.59	\$28.15	\$28.71	\$29.28	\$29.87

WEA Clerical Union Compensation Schedules FY2021- July 1,2020 - June 30, 2021,2.5% Increase										
Grade		1	2	3	4	5	6	7	8	9
CL-1	1	\$19.74	\$20.39	\$21.05	\$21.53	\$22.22	\$22.67	\$23.12	\$23.59	\$24.06
CL-2	2	\$20.70	\$21.38	\$22.07	\$22.57	\$23.30	\$23.77	\$24.24	\$24.72	\$25.22
CL-3	3	\$22.79	\$23.52	\$24.29	\$24.84	\$25.65	\$26.16	\$26.68	\$27.21	\$27.76
CL-4	4	\$25.13	\$25.95	\$26.79	\$27.40	\$28.28	\$28.85	\$29.43	\$30.02	\$30.62

WEA Clerical Union Compensation Schedules FY2022- July 1, 2021 -June 30, 2022, 2.0% Increase										
Grade		1	2	3	4	5	6	7	8	9
CL-1	1	\$20.14	\$20.80	\$21.47	\$21.96	\$22.67	\$23.13	\$23.59	\$24.06	\$24.54
CL-2	2	\$21.11	\$21.80	\$22.51	\$23.02	\$23.77	\$24.24	\$24.72	\$25.22	\$25.72
CL-3	3	\$23.24	\$23.99	\$24.78	\$25.33	\$26.16	\$26.68	\$27.21	\$27.76	\$28.31
CL-4	4	\$25.63	\$26.47	\$27.32	\$27.95	\$28.85	\$29.43	\$30.02	\$30.62	\$31.23

APPENDIX B

Winchester School Administrative Assistants

Form RC-1

Application for Reclassification

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

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

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

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

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

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

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

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

6. Supervisor's comments:

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

\_\_\_\_\_  
Supervisor Date

Committee recommendation:

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

APPENDIX C

**Self-Assessment & Evaluator Assessment Form**

Employee Name: \_\_\_\_\_ Position Title: \_\_\_\_\_

Department: \_\_\_\_\_ Review Period: \_\_\_\_\_

Name and Title of Evaluator: \_\_\_\_\_

**Employee Self-assessment** \_\_\_\_\_

**Evaluator Assessment** \_\_\_\_\_

**RATING LEVELS AND DEFINITIONS**

The following levels and definitions are to be used in evaluating the employee's performance in each criterion. Ratings must be in whole numbers. Ratings of 1 must accompany a written improvement action plan with specific examples of performance justifying the rating.

**Level 5 = Excellent/outstanding performance:**

The employee's performance, within the criterion, is outstanding. He/she consistently performs above and beyond the expectations of the position.

**Level 4 = Good/above average performance:**

The employee's performance, within the criterion, meets the full expectations and occasionally exceeds the expectations of the position.

**Level 3 = Average performance:**

The employee's performance, within the criterion, is acceptable and satisfactory. However, some further development is necessary before the full expectations of the position are realized.

**Level 2 = Below average performance:**

The employee's performance, within the criterion, does not meet the requirements of the position. Regardless of the cause(s) of the performance, improvement is necessary.

**Level 1 = Poor/unacceptable performance:**

The employee's performance, within the criterion, is clearly unsatisfactory. Immediate improvement must occur. A written action plan for improvement must accompany the Performance Review.

**A. Job Knowledge**

Extent to which the employee: (1) possesses knowledge and skills for both the major and minor components of performing job functions of her/his position; (2) aligns his/her performance in order to contribute to the overall mission of

Winchester Public Schools; (3) contributes to the effectiveness of the department; and (4) performs all requirements of the job description.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

**B. Accountability/Dependability**

Extent to which the employee: (1) is punctual in adherence to arrival and departure time for work and is rarely absent from work; (2) demonstrates initiative and resourcefulness; (3) accepts criticism in a positive manner and works to improve performance; (5) takes direction and implements recommendations; and (6) is willing to participate in further training/education for advancement of personal skills and overall job proficiency.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

**C. Teamwork and Cooperation**

Extent to which the employee: (1) works in a collaborative manner with others and functions as a team member to work more efficiently; (2) willingly offers or accepts assistance when appropriate; (3) adapts positively to changes in the work setting; and (4) respects fellow co-workers and demonstrates professional demeanor in difficult situations.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

**D. Customer Service**

Extent to which the employee: (1) is cordial, courteous and professional when working with supervisor, administrators, co-workers, staff, students, vendors and public-at-large; (2) is patient, listens attentively and puts customer concerns ahead of self; and (3) maintains high energy level, keeps calm in critical situations and deals effectively with personal confrontations.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

**E. Interpersonal/Communication Skills**

Extent to which the employee: (1) communicates with clarity and conciseness both orally and in writing; (2) clearly, accurately and positively represents and follows department policies and procedures; and (3) is considerate of different types of people and cultures.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

**F. Productivity**

Extent to which the employee: (1) is prompt and efficient in completing assignments and meets deadlines as assigned; (2) consistently produces work that meets school quality standards; (3) effectively budgets time, is well organized and

