

Contract
between the
**Brookline School
Committee**
and the
Brookline Educators Union
2018-2021

AFSCME, Local 1358, Council 93,
BESA

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AGREEMENT

Agreement made and entered into as of the first (1st) day of July, 2018, by and between the SCHOOL COMMITTEE OF THE TOWN OF BROOKLINE (hereinafter referred to as the "School Committee"), and AFSCME, Local 1358, BESA (hereinafter referred to as the "Association" or "AFSCME Local 1358").

ARTICLE I RECOGNITION

Pursuant to a Certification of Representatives issued by the Massachusetts Labor Relations Commission on June 22, 1966, the School Committee recognizes AFSCME Local 1358 as the exclusive bargaining agent of a unit of Secretarial and Office Clerical Employees of the Brookline School Committee. Said unit includes employees in the following classifications, but excludes all other employees of the School Committee:

Guidance Support
Budget/Systems Specialist
Junior Clerk (entry level)
Senior Clerk
Senior Clerk and Stenographer
Data Entry Operator
Asst. Supervisor of Payrolls
Principal Clerk and Typist I
Principal Clerk and Stenographer I
Principal Clerk and Typist II
Principal Clerk and Stenographer II
Elementary School Secretary
Secretary to the Dean
Supervisor of Payrolls
Head Clerk
Head Clerk and Stenographer
Registrar
Head Administrative Office Manager (formally Head Clerk III)

The jurisdiction of AFSCME Local 1358 shall include those persons now or hereinafter who perform the duties or functions of the categories of employees in the bargaining unit. AFSCME Local 1358 shall continue to hold exclusive jurisdiction of these duties and functions regardless of whether they are modified by a new process or equipment or by newly assigned personnel.

Whenever titles are no longer in current use, the parties acknowledge that the titles and duties assigned to said titles are exclusively within the jurisdiction of AFSCME Local 1358.

If the Brookline School Committee proposes not filling a vacant position or abolishing a presently filled position and reconstituting the vacant/abolished position as a non bargaining unit position, then the Committee will meet in advance with AFSCME Local 1358 to discuss the

possibility of accomplishing the goals of the proposed non bargaining unit position within the unit.

ARTICLE II

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the School Committee reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, to control, supervise and manage the public schools under governing law, by-laws, rules and regulations. In all matters under this Agreement calling for the exercise of judgment and discretion on the part of the School Committee or its authorized representatives, the decision of the School Committee and of such authorized representatives shall be final and binding if made in good faith, that is, not arbitrarily, capriciously or without rational basis in fact, except where some other standard of grievability or arbitrability is set forth in this Agreement.

The listing of the following specific rights of management in this article is not intended to be a waiver of any of the rights of the employer not listed herein. Such inherent management rights are not subject to arbitration and shall remain exclusively with the employer, except as they may be shared with AFSCME Local 1358 by specific provisions of this agreement.

(a) Among the management rights that are vested exclusively with the employer are the following: the right to hire; promote; transfer; the right, for just cause, to suspend, demote, or discharge; and the right to relieve employees from duty because of insufficient funds. The foregoing must be exercised in accordance with the General Laws of the Commonwealth of Massachusetts.

(b) The employer shall have the freedom of action to determine the methods, the means and the personnel for all operations, including the scheduling of operations, the methods and materials to be used, and the extent to which its own or other facilities and or personnel shall be used. The employer must take whatever action is necessary to carry out its work in emergency situations. The employer shall select and determine the number of types of employees required and shall assign work to such employees in accordance with requirements determined by management and establish and change work schedules as necessary.

ARTICLE III

DEFINITIONS

Section 1 The words “employee” and “employees,” as hereinafter used in this Agreement, refer only to such employees as fall within the collective bargaining unit described in Article I hereof

The term “regular” employee, as hereinafter used in this Agreement, shall refer only to such employees who hold permanent or provisional status in a regularly assigned position. The term “substitute” employee, as hereinafter used in this Agreement, shall refer to any temporary employee who is performing bargaining unit duties, including but not limited to substituting for a regular employee or engaged for a period of time for a special assignment or for additional work. Unless otherwise stated in this Agreement, all terms and provisions apply both to regular and substitute employees.

ARTICLE IV

HOURS OF WORK AND SALARIES

Section 1: Hours of Work

- (a) The normal workday of employees covered by this Agreement shall consist of seven and one-half (7 & 1/2) hours, exclusive of lunch time, to be worked within a period of eight and one-half (8 & 1/2) hours. The normal workweek shall consist of thirty-seven and one-half (37 & 1/2) hours, exclusive of lunch time, to be scheduled in any five (5) consecutive days within the calendar week. Any employee covered by this agreement has the opportunity to request the Human Resources Director or his designee to approve a change in schedule so as to work the normal workday of 7 & 1/2 hours within a period of 8 hours, exclusive of lunch time.

At the discretion of the Superintendent or his/her designee and based on the requirements of the position, some employees may be assigned to work 40 hours per week. The normal workday of employees who work 40 hours per week shall consist of eight (8) hours, exclusive of lunch time, to be worked within a period of eight and one-half (8 ½) hours. However, an employee assigned to work 40 hours per week, may request that the Human Resources Director approve a change in schedule so as to work the 8-hour workday within 9 hours with a one-hour lunch period. The Superintendent or his/her designee shall provide an employee with thirty (30) calendar days' notice of an increase from 37½ hours per week to 40 hours per week.

- (b) When requested by an employee and agreed upon by the immediate supervisor and the Human Resources Director or his designee, a regular full-time workweek of 37 & 1/2 hours scheduled in 4 rather than 5 days may be arranged.
- (c) In order to be charged one-half day for absence under any leave account, an employee must have worked on that day at least the number of hours which represent one half of his/her regular daily work schedule with a full day's charge to be made for any lesser number of hours worked.
- (d) The Head Clerk III in the High School Headmaster's office also known as the Head Administrative Office Manager in the High School Headmaster's office may be regularly scheduled to work 40-hours per week, exclusive of lunch time.

Section 2: Work Year

- (a) Calendar-year positions shall consist of 52 weeks inclusive of vacation or other leave and shall include the following classifications at minimum, Elementary Principal Secretary.
- (b) School-year positions shall consist of 45 weeks or 47 weeks, inclusive of school vacation weeks or other leave. The 45-week or 47 week period will be as determined by the Superintendent of Schools or his/her designee.
- (c) Employees in school year positions required to work the week of the Fourth of July holiday, shall be compensated for that holiday. For example, if the Fourth of July

holiday falls on a Friday or Saturday, then the employee will be given the day off and the employee will be paid for the holiday.

Section 3: Time Recording and Relief Period

- (a) Each employee shall accurately record his/her start time and end time each work day using the system determined by the Committee. The Committee has the right to change such time recording system from time to time and shall provide the Union with ten (10) calendar days prior notice of each change and an opportunity to meet and discuss implementation and any necessary training.
- (b) Every employee within the bargaining unit covered by this Agreement shall have a relief period of fifteen (15) minutes during the morning hours of each workday and a relief period often (10) minutes in the middle of the afternoon work period following an employee's lunch time.

Section 4: Salaries

- (a) The secretarial and office clerical employees of the Brookline School Committee shall be paid in accordance with the salary rate ranges set forth below.

GRADE 1

NO POSITION ASSIGNED

GRADE 2

NO POSITION ASSIGNED

GRADE 3

NO POSITION ASSIGNED

GRADE 4

SENIOR CLERK

GRADE 5

PRINCIPAL CLERK I
SCHOOL LIBRARY TECHNICIAN

GRADE 6

PRINCIPAL CLERK II
ACCOUNTS PAYABLE CLERK

GRADE 7

ELEMENTARY SCHOOL SECRETARY
SECRETARY TO THE DEAN

GRADE 8

HEAD CLERK
SUPERVISOR OF PAYROLL
REGISTRAR

GRADE 9
HEAD ADMINISTRATIVE OFFICE MANAGER (formally Head Clerk II)

BESA SALARY TABLES
JULY 1, 2018 – SEPTEMBER, 2020

2.0% EFFECTIVE JULY 1, 2018

| | Senior Clerk | Principal Clerk 1 | Principal Clerk 2 | Elementary Secretary | Head Clerk | Office Manager |
|---------------|---------------------|--------------------------|--------------------------|-----------------------------|-------------------|-----------------------|
| Step 1 | 22.7463 | 25.4435 | 27.3554 | 28.7798 | 33.9477 | 36.5060 |
| Step 2 | 23.1977 | 25.9442 | 27.8602 | 29.3694 | 34.4635 | 37.0960 |
| Step 3 | 23.5858 | 26.5094 | 28.4214 | 29.9334 | 35.1020 | 37.6605 |
| Step 4 | 23.9615 | 26.9360 | 28.8477 | 30.5238 | 35.6921 | 38.2504 |
| Step 5 | 24.3764 | 27.4501 | 29.3621 | 31.1634 | 36.3308 | 38.8901 |
| Step 6 | 25.8878 | 28.9827 | 30.8948 | 32.6961 | 37.8335 | 40.4226 |

2.0% EFFECTIVE JULY 1, 2019

| | Senior Clerk | Principal Clerk 1 | Principal Clerk 2 | Elementary Secretary | Head Clerk | Office Manager |
|---------------|---------------------|--------------------------|--------------------------|-----------------------------|-------------------|-----------------------|
| Step 1 | 23.2012 | 25.9524 | 27.9025 | 29.3554 | 34.6267 | 37.2361 |
| Step 2 | 23.6617 | 26.4631 | 28.4174 | 29.9568 | 35.1528 | 37.8379 |
| Step 3 | 24.0575 | 27.0396 | 28.9898 | 30.5321 | 35.8040 | 38.4137 |
| Step 4 | 24.4407 | 27.4747 | 29.4247 | 31.1343 | 36.4059 | 39.0154 |
| Step 5 | 24.8639 | 27.9991 | 29.9493 | 31.7867 | 37.0574 | 39.6679 |
| Step 6 | 26.4056 | 29.5624 | 31.5127 | 33.3500 | 38.5902 | 41.2311 |

2.0% EFFECTIVE JULY 1, 2020

| | Senior Clerk | Principal Clerk 1 | Principal Clerk 2 | Elementary Secretary | Head Clerk | Office Manager |
|---------------|---------------------|--------------------------|--------------------------|-----------------------------|-------------------|-----------------------|
| Step 1 | 23.6652 | 26.4714 | 28.4606 | 29.9425 | 35.3192 | 37.9808 |
| Step 2 | 24.1349 | 26.9924 | 28.9857 | 30.5559 | 35.8559 | 38.5947 |
| Step 3 | 24.5387 | 27.5804 | 29.5696 | 31.1427 | 36.5201 | 39.1820 |
| Step 4 | 24.9295 | 28.0242 | 30.0132 | 31.7570 | 37.1340 | 39.7957 |
| Step 5 | 25.3612 | 28.5591 | 30.5483 | 32.4224 | 37.7985 | 40.4613 |
| Step 6 | 26.9337 | 30.1536 | 32.1430 | 34.0170 | 39.3620 | 42.0557 |

.5% EFFECTIVE SEPTEMBER 1, 2020

| | Senior Clerk | Principal Clerk 1 | Principal Clerk 2 | Elementary Secretary | Head Clerk | Office Manager |
|---------------|---------------------|--------------------------|--------------------------|-----------------------------|-------------------|-----------------------|
| Step 1 | 23.7835 | 26.6038 | 28.6029 | 30.0922 | 35.4958 | 38.1707 |
| Step 2 | 24.2556 | 27.1274 | 29.1306 | 30.7087 | 36.0352 | 38.7877 |
| Step 3 | 24.6614 | 27.7183 | 29.7174 | 31.2984 | 36.7027 | 39.3779 |
| Step 4 | 25.0541 | 28.1643 | 30.1633 | 31.9158 | 37.3197 | 39.9947 |
| Step 5 | 25.4880 | 28.7019 | 30.7010 | 32.5845 | 37.9875 | 40.6636 |
| Step 6 | 27.0684 | 30.3044 | 32.3037 | 34.1871 | 39.5588 | 42.2660 |

- (b) An increment shall be granted, effective July 1, upon the satisfactory completion of one (1) year of service from July 1 to June 30. In the first year of service, employment prior to December 1 is to be considered as a year of service. Such annual increments shall be in the amount of the increment applicable to the particular job classification, as indicated in the above Salary Schedules.

Section 5: Longevity Payments

Any employee who has accrued aggregate service in the employ of the Town of Brookline, as indicated, shall receive a longevity payment as follows. For school-year employees, one year of service shall be 45 weeks, as defined herein.

Effective July 1, 2020

| | |
|----------------|-------------|
| 10 years | \$725/year |
| 15 years | \$875/year |
| 20 years | \$1025/year |
| 25 years | \$1225/year |
| 30 years | \$1525/year |

Longevity payments shall be paid in a lump sum as of July 1 each year or as soon after July 1 as reasonably possible but in no case later than three (3) weeks after said date. In the first year following an employee's attaining the 10th, 15th, or 20th year of service, longevity pay shall be due as of the first full workweek immediately following, except the lump sum payment shall be pro-rated using the ratio of the annual dollar allowance to the ratio of the annual time remaining until the following July 1.

Section 6: Night Differential

A night differential of \$9.00 per night shall be paid to any regular employee who works four (4) or more hours of a regular daily schedule after 5:00 p.m. Effective July 1, 2007, the night differential will increase to \$10.00 per night. When management temporarily assigns an employee from the Brookline Community & Adult Education Program to a day assignment where she/he is not receiving out-of-classification pay, such an employee will continue to receive

the night differential during such temporary reassignment provided that such temporary reassignment does not exceed sixty (60) calendar days.

Section 7: Promotions

When an employee is promoted from one job classification to another job classification within the bargaining unit, she/he shall be advanced to the corresponding step in the Salary Schedule for the new job classification. Such employee shall, in addition, on the next July 1 following such a promotion, receive any annual increment to which she/he may be entitled.

Section 8: Out of Class Pay/Temporary Transfers

An employee who is assigned in writing to perform duties and responsibilities performed by an absent employee for a period of over four (4) days shall be paid the rate of pay of the position of the absent employee at the replacing employee's step, retroactive to the first day.

Section 9: Involuntary Transfers

The Superintendent or his/her designee shall make a reasonable effort to give employees who are being involuntarily transferred to another position two (2) weeks' notice. The employees shall have an opportunity to discuss such transfer with the appropriate supervisor. AFSCME Local 1358 and the BESA Unit representative shall also receive notification of any such transfer. Any change in duties shall be subject to impact bargaining.

Section 10: Reemployment Pay Treatment

A regular employee who has resigned, retired, or otherwise terminated employment with the School Committee shall, if employment with the School Committee subsequently is resumed, have his/her salary computed as follows:

A regular employee returning to the same classification previously held or to a lower classification shall be placed on the same salary schedule step as that being earned at the time of termination providing that such reemployment occurs within three (3) years of the date of termination. When reemployment occurs three (3) or more years after the date of termination or a regular employee is returning to a higher classification than that previously held, salary computation shall be in accordance with Article IV, Section 11 of this agreement.

Section 11: Employment Pay Treatment

Except as otherwise provided under any other section of this Article, new employees shall be placed at Step 2 of their classification if they have two or more years of directly related work experience, and shall be placed at Step 3 if they meet the above criteria plus have qualifications or credentials directly related to the position which exceed the minimum requirements.

The president of the BESA shall receive notification of the rate of pay and step of all new employees prior to their start date. She/he shall also receive timely notification of the rate of pay and step of substitutes and employees who have been promoted.

Section 12: Overtime Compensation

- (a) An employee who works beyond 37 & 1/2 hours in a week with the prior approval of the Director of Human Resources or his designee shall be paid at the rate of time and one-half the regular hourly rate for all such overtime hours. Paid holidays shall be considered as time worked. The Head Clerk III in the High School Headmaster's office also known as the Head Administrative Office Manager in the High School Headmaster's office is not eligible for overtime pay until she has worked more than 40 hours in a week. Vacation and sick time shall not be considered as time worked.

Section 13: Change in Classification

An employee whose position is upgraded to another classification within the bargaining unit covered by this Agreement shall be advanced to the corresponding step in the Salary Schedule for the new classification. Such an employee will, in addition, on the next July 1 following such a reclassification, receive any annual increment to which he/she may be entitled.

Section 14: Notice of Vacancies

Whenever there is a vacancy in the bargaining unit that the Committee will be filling, the position will be posted on electronic job board for a minimum of seven (7) calendar days and the President of AFSCME Local 1358 will be notified of such vacancy by email of the posting.

Whenever a permanent employee who meets the minimum qualifications for the posted vacancy applies for the vacancy, such employee shall be granted an interview with the administrator. All in-house applicants shall be notified of the outcome. This is not meant to imply that there is automatic preference given to in-house candidates.

Section 15: First Aid

The School Committee and AFSCME Local 1358 recognize that it may be necessary for an employee covered by this Agreement, as part of the performance of regular duties, to render minimal first aid to a student or staff member to the best of her/his ability.

Employees who are in positions requiring this duty shall be given first aid training and, further, it shall be required that building principals shall work toward finding other supportive help within building staff resources to assist in first aid.

Under General Laws, Chapter 258, the Town will indemnify any employees from financial loss and expenses arising out of any claim, demand, suit, or judgment while such employees were acting within the scope of their official duties or employment.

Section 16: Travel Reimbursement

An employee, when required to travel by personal automobile or public transportation in the performance of school-related duties, shall be entitled to reimbursement for the public transportation fares paid or, for automobile use, mileage reimbursement at the Town's rate.

Section 17: Salary Differential

The UAB and SWS/OFC shall receive \$236 effective 12/1/05 per year as a salary differential, such differential to be paid in a lump sum at the conclusion of the fiscal year on June 30 and prorated for less than a full work year in the position. In the event any of the positions receiving the above stipend are upgraded through the CRC, the salary differential will no longer be paid to the employee(s) in such upgraded position(s). This Section 17 shall not apply to any employee who was not receiving the salary differential under this section as of June 30, 2016.

Section 18

This section 18 intentionally left blank.

Section 19: Evaluation, Posting and Promotional Language

The Parties agree to include the Secretarial Appraisal Form and the Evaluation, Posting and Probationary Period language as written in the Evaluation, Posting, and Probationary Period Proposal dated February 15, 2005 and amended on 4/29/05.

Effective October 17, 2012, change the evaluation period from the current calendar year period to the following:

| <u>Employees</u> | <u>Period</u> |
|--------------------|---|
| 12-month employees | September 1 st – August 31 st |
| 10-month employees | September 1 st – June 30 th |

Section 20

This section 20 intentionally left blank.

Section 21: Direct Deposit, and Electronic Pay Advices

All employees shall receive their pay through direct deposit. In lieu of providing paper paystubs, the Committee may provide employees with electronic access to pay advices.

Section 22: Bi-Weekly Pay

Bi-Weekly Pay: The Union agrees that Brookline School Department has satisfied all of its bargaining obligations associated with changing from weekly pay to bi-weekly pay. The School Committee agrees not to implement bi-weekly pay for employees represented by the Union until such time as it is implementing bi-weekly pay for all Town employees represented by other School Committee unions including the fire and police unions. The School Committee agrees that the first time it implements bi-weekly pay for employees represented by the Union it shall pay such employees a one-time, lump sum transition payment of three hundred and fifty dollars (\$350.00), less regular and ordinary deductions for state and federal taxes and other withholdings required by law. Such payment shall be made during the week between the last weekly paycheck. The School Committee agrees to provide the Union with 30 calendar days' notice prior to implementing the change to Bi-weekly pay schedule.

Section 23: Pay-Day:

The Union agrees that the School Committee has satisfied all of its bargaining obligations associated with changing pay day from Thursday to Friday. The School Committee agrees to provide the Union with 30 calendar days' notice prior to implementing the change from Thursday pay day to Friday pay day.

ARTICLE V **LEAVE**

The following policies governing sick and personal leave will be in effect for the duration of this Agreement.

Section 1: Sick Leave

Regular employees who are employed in calendar-year positions will be granted fifteen (15) days' allowance a year, cumulative without limit, without loss of salary. Regular employees in school-year positions will be granted thirteen (13) days' allowance a year, cumulative without limit, without loss of salary. When an employee has been absent from duty for five (5) consecutive working days due to ill health, accident, or sickness in the family, a doctor's certificate in the form of the U.S Department of Labor Form WH-380 will be required by the Human Resources. The WH-380 will be submitted to Brookline's Occupational Health Nurse. When a pattern of absences of single days, in excess of seven (7) days within a 12-month period, reasonably raises a suspicion of an abuse of sick leave, a conference between the Union, the employee, and the Human Resources Director will be held to determine if a doctor's note or Form WH-380 is needed before any disciplinary action is taken. Should additional information from the attending physician be necessary, the Occupational Health Nurse will contact the employee to get permission to talk to the doctor. Denial of permission by the employee will result in no pay for absences in question.

Sick leave may be used, up to a maximum of seven (7) days per year, when it is required by reason of illness of a member of the immediate family and/or household.

Employees who use no sick leave days or only one sick leave day from July to June 30 shall receive a \$1,000 Sick Leave Reduction Incentive Payment. Employees who use only two or three sick leave days from July 1 to June 30 shall receive a \$500 Sick Leave Reduction Incentive Payment. Sick Leave Reduction Incentive Payments shall be paid in a lump sum after July but no later than July of the following work year. Effective July 1, 2020 employees who use no sick leave days or only one sick leave day from July 1 to June 30 shall receive a \$1,250 Sick Leave Reduction Incentive Payment. Effective July 1, 2020, employees who use only two or three sick leave days from July 1 to June 30 shall receive a \$750 Sick Leave Reduction Incentive Payment.

The School Committee, by action on June 26, 1972, has recognized and approved a plan whereby the employees within the bargaining unit covered by this Agreement may operate a "sick leave bank" with guidelines as follows:

- (a) In order to receive days from the bank, an employee must sign the form provided by the Personnel Office in the new employee packet authorizing the deposit of one sick day in the bank each year. The form must be signed no later than six (6) months after the date of hire. Each subsequent year, one day of sick leave will be deducted from the employee's accrued time automatically.
- (b) The School Department shall make the sick leave bank deposit from each employee who has authorized the deposit in the first pay period of November of each year. The School Department shall provide an accounting of the sick leave bank to the President of the BESA by December 1 of each year, including but not limited to the number of days used during the previous year, the number of days deposited and the balance of days in the bank.
- (c) Certain information will be required to accompany any request for bank days:
 - (1) Reason for request and/or nature of illness.
 - (2) Number of days requested.
 - (3) A written statement from the attending physician describing the nature of the illness and the expected duration of illness.
 - (4) A record of the employee's own sick leave usage prior to request (the Secretaries' Association Committee to review each case individually to avoid abuse).
 - (5) Additional request(s) for extension(s) also will include the aforementioned information.
 - (6) Sick Leave Bank days are only for the illness of the employee and not for that of other family members.
 - (7) Employees must exhaust all available leave time before being eligible to borrow from the bank.
 - (8) Employees may only borrow up to 90 days per school year.
 - (9) Members will have to work a full year and have donated to the sick bank before they can access the sick bank.

These guidelines shall continue for the term of this Agreement unless the School Committee approves any request by AFSCME Local 1358 that said guidelines be amended.

Section 2: Death

- (a) Regular employees may be granted leave of absence with pay for not more than five (5) days (not necessarily in succession) on account of the death of father, mother, brother, sister, husband, wife, child, grandchild, son-in-law, daughter-in-law, or parent-in-law, whether such relative was a member of the employee's household or not. Pay for absence not to exceed five (5) days will also be allowed on account of the death of any other relative who was a permanent member of the employee's household, or of any other person with whom said employee made his or her home.
- (b) Regular employees also will be paid full salary for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, brother-in-law, sister-in-law, aunt, uncle, nephew or niece.

Section 3: Court Appearance

Employees who are called for jury duty or summonsed on behalf of the Town shall be granted court leave with pay. An employee shall provide the Public Schools of Brookline with the fee for witness/jury duty that he/she receives and the employee shall receive full pay for the day. Notice of service shall be filed with the Department Head upon receipt of summons.

When an employee has been granted court leave and is excused by proper court authority, he/she shall report back to his official place of duty whenever the interruption in said service will permit four or more consecutive hours of employment during the hours of his/her scheduled tour of duty.

Court leave without pay shall be granted when an employee is engaged in personal litigation having no connection with his/her position as an employee of the Town. However, the employee, at his/her own option, may elect to file for vacation or administrative leave in lieu of leave without pay.

Section 4: Administrative Leave

For the reasons set forth below, regular employees hired before October 17, 2012 may be granted a maximum of seven (7) days per year, with pay, non-cumulative. Effective upon ratification, October 17, 2012, for the reasons set forth below, regular employees hired on or after October 17, 2012 may be granted a maximum of six (6) days per year, with pay, non-cumulative. Effective July 1, 2013, for the reasons set forth below, regular employees hired on or after October 17, 2012 may be granted a maximum of five (5) days per year, with pay, non-cumulative. Effective July 1, 2020, for the reasons set forth below, regular employees will have seven (7) Administrative leave days. Members of the collective bargaining unit, as designated by AFSCME Local 1358 President, shall be granted up to nine (9) days in the aggregate of administrative leave per year for union business:

- (a) Leave may be taken for absences due to special circumstances, including storm days and religious holy days, or absences involving discharge of major parental obligations or personal responsibilities with approval of the Human Resources Director. This would include absences due to the serious illness or hospitalization of husband, wife,

child, parent of either spouse, or persons living in the immediate household, or to quarantine; and, in addition, accidents or other emergencies.

- (b) On occasions where it is feasible, the employee will submit the request for approval in advance of the occasion of absence. Such occasions might be the award of a degree, other honor, personal legal transaction, moving, military commitment, or major civic responsibilities that reflect credit on the profession. Any request for leave to be absent for a Holy Day must be submitted at least two (2) weeks in advance in order to be granted without loss of pay.
- (c) The administrative leave days for regular employees may be taken as personal leave by an employee without a reason being furnished.
- (d) All requests for administrative leave should be submitted in Frontline formerly known as AESOP.
- (e) Up to five (5) days of administrative leave remaining unused as of June 30, 1996 and every year thereafter shall be allowed the employee as additional vacation. This must be taken by June 30 of the following year. Therefore, employees have one year in which to use this time. Administrative days carried over as vacation time shall not affect the number of days of vacation leave which may be carried over per Article VIII, Section 5.
- (f) In addition to any administrative leave to which they may be otherwise entitled under the foregoing provisions of this Section, the three members of the collective bargaining unit designated by AFSCME Local 1358 shall be granted additional reasonable leave with pay for the purposes of participating in collective bargaining negotiations with representatives of the School Committee, including mediation and fact-finding proceedings.
- (g) Employees may elect to receive payment for unused Administrative Leave Days at the employee's salary rate as of June 30, in accordance with the following schedule:

| <u>Sick Days Used</u> | <u>"A" Day Buy-Back</u> |
|-------------------------------------|-------------------------|
| 4 days used from July 1- June 30 | 1 "A" day |
| 2-3 days used from July 1 - June 30 | 2 "A" days |
| 0-1 days used from July 1 - June 30 | 3 "A" days |

Section 5: Family and Medical Leave

- (a) Any employee covered by the terms of this Agreement shall receive up to twelve (12) weeks unpaid Family and Medical Leave upon request of the employee provided that, when possible, at least two (2) weeks advance notice has been given. Requests will be made in writing and the Employer will respond in writing. Eligibility for such leave shall include birth of a child by the employee or his spouse, adoption by an employee or spouse, birth of a grandchild when the employee grandparent will perform primary parental duties, employee illness, and employee care of an ill family or household member. Upon return from such leave the employee shall be reinstated to his/her

previous position without loss of seniority or other benefits which he/she had at the time of leave.

- (b) At the employee's option, all or any part of accrued paid time off may be applied to such leave. Use of the Sick Leave Bank shall be independent of leave taken under this article or the federal Family and Medical Leave Act.
- (c) During the period of such leave the employer shall continue to provide health insurance coverage and other benefits.
- (d) Any leave covered by this Article shall be within the fiscal year. A new employee's eligibility shall commence after completing 1250 hours of work for the PSB and at least 12 months of employment. Intermittent absence or a reduced schedule which add up to an aggregate of up to twelve (12) weeks shall be considered in the same way as other absences covered by this Article.
- (e) Extension of such leave for an additional period may be granted under the provisions of Section 6 of this Article.

Section 6: Other Leaves of Absence

- (a) Leaves of absence without pay may be granted to an employee who has completed a minimum of one year of employment with the approval of the Superintendent or his/her designee and shall not be unreasonably denied. Such leaves shall not exceed one year unless due to illness or otherwise covered in this agreement. Such leaves may also include intermittent days off for a specified period of time. Requests for leaves of absence will be in writing and the Employer will respond in writing.
- (b) Upon return from a leave of absence the employee shall be reinstated to his/her previous position or an equivalent position without loss of seniority or other benefits which he/she had at the time of leave.
- (c) The Employer shall make available to an employee on extended unpaid leave continued health benefits, provided that the employee shall bear and make timely payments of all costs of the continued health benefits.

Section 7: Childbearing Leave

Regular employees shall be eligible for childbearing leave, such leave not to exceed twelve (12) weeks. An employee shall be able to apply unused sick leave to said childbearing leave except that sick leave bank time may not be so applied.

Section 8: Child Rearing Leave

Regular employees shall be eligible for child rearing leave, such leave not to exceed two (2) calendar years and to be without salary. Child rearing leave shall apply to a natural or adoptive parent.

Section 9: Industrial Accident Leave

Employees covered under this Agreement are entitled to all benefits under the law governing industrial accidents and the payment of Worker's Compensation. It is understood that when an employee has incurred an industrial accident resulting in the payment of Worker's Compensation, said employee is entitled to request payment of an amount which, when added to his Worker's Compensation payment, will result in a total equal to his/her regular weekly salary. Such payment is chargeable to the employee's personal sick leave and/or vacation accounts on the basis of the value it represents to an employee's daily rate of compensation.

Section 10: Termination of Employment

- (a) An employee who terminates service due to retirement and has a minimum of ten (10) years' aggregate service in the employ of the Town and/or the School Department shall receive a lump sum payment on the basis of either the value to her/his accumulated sick leave computed in the manner set forth in 1) below or in accordance with 2) below, whichever is greater, but in no event shall the amount of such payment exceed \$5000:
 - 1) 1/3 of the employee's unused accumulated sick leave;
 - 2) 2/3 of 1% of the maximum of the highest paid bargaining unit position including any applicable stipend multi-plyed by the number of years of service.

Retirement must be under the laws granting a contributory or non-contributory pension.

This provision shall also apply in the case of an employee's death except that there shall be no requirement for minimum service in the employ of the Town and/or the School Department.

- (b) An employee who terminates service due to resignation shall receive, subject to a minimum of 10 years' service, a lump sum payment equal to one fourth of unused accumulated sick leave but not in excess of \$500.

ARTICLE VI REDUCTION IN FORCE

Reductions in force will be accommodated whenever possible through attrition. Whenever attrition alone will not suffice to reduce the force to the level that has been determined by the School Committee, the reduction in force will take into consideration seniority and merit in determining those employees that are to be laid off in accordance with Chapter 31 of the Massachusetts General Laws. Employees shall be entitled to recall for eighteen (18) months and shall be recalled in reverse order of layoff

Permanent employees who would be directly affected by any reduction in force (RIF) shall be given at least forty (40) days' notice, in writing.

ARTICLE VII HOLIDAYS

Section 1:

The following legal holidays shall be deemed to be paid holidays for regular employees in calendar-year positions except when they fall on a Saturday:

| | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Washington's Birthday | Columbus Day |
| Patriot's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Christmas Day | |

A legal holiday falling on a Sunday will be celebrated on the immediately following Monday except when the school calendar provides for observance on a different day. All employees must be on a pay status on the last scheduled workday immediately preceding a holiday, and the first scheduled workday after a holiday, in order to be eligible for holiday pay.

As of July 1, 1985, Bunker Hill day, June 17, shall be added as a paid legal holiday, with the understanding that the specific day of June 17 may not be taken off if it is a school day; and, in lieu thereof an additional day of vacation time will be added to employees' vacation banks. This paragraph shall not be applicable to employees hired on or after November 10, 2016.

Section 2:

If the regular day off of an employee is Saturday and a legal holiday as listed in Section 1 of Article VII of this Agreement falls on a Saturday, such employee shall, where possible, be given the preceding Friday or the following Monday off without loss of pay; or, if said day off cannot be given by reason of personnel shortage or other cause as determined by the Human Resources Director, he/she shall be given, in lieu thereof, an additional day's pay; except that, if the holiday is celebrated on a day which the schools are in session, the Human Resources Director shall be empowered to add a compensatory day to the annual vacation allowance of those employees who are actually on duty on those days.

Section 3: Skeleton Force Days

When the Deputy Superintendent of Schools declares a skeleton force day, that is, a day on which most employees may be released but on which it is necessary to maintain a skeleton crew, those employees who are required to remain on duty as such skeleton crew, shall be given compensating time off at a later date which is to be determined by the Deputy Superintendent of Schools. This provision shall not apply to school year positions.

ARTICLE VIII **VACATIONS**

Section 1:

Employees covered by this Agreement shall be entitled to paid vacations in accordance with the schedule set forth in Section 2 of this Article. Such vacations shall be granted by the Human Resources Director at such time or times as, in his opinion, will cause the least interference with the performance of the regular work required to be performed by the members of the bargaining unit covered by this Agreement.

Denial of vacation shall not be arbitrary and capricious and shall not be the result of management choosing not to hire a substitute secretary. In instances where the Human Resources Director approves vacation during the school year for a secretary in a single secretary office, a substitute may be hired to replace the secretary.

With the exception of a single vacation day/day(s) used to cover absences for personal illness or injury, employees shall submit requests to use vacation at least seven (7) calendar days' prior to the requested date(s) for vacation when requesting 5 or more days of vacation.

Section 2:

Newly hired employees will accrue vacation time monthly at the rate of 0.833 days per month worked during the first year of employment and until the following July 1. On July 1 following the first full year (12-months) of employment newly hired employees will receive their full vacation allotment

All vacation time will be given on July 1 of each year beginning on July 1, of the second year of employment.

For Employees Hired Before October 17, 2012:

| (a) <u>Calendar-Year Positions</u> | <u>Length of Annual Vacation</u> |
|---|--------------------------------------|
| For less than 5 years' service | 2 calendar weeks |
| For 5 years' service but less than 10 years' service | 3 calendar weeks |
| For 10 years' service but less than 15 years' service | 4 calendar weeks |
| For 15 years' service or more | 5 calendar weeks |
| (b) <u>School Year Positions</u> | <u>Length of Annual Vacation</u> |
| For less than 5 years' service | 2 calendar weeks |
| For 5 years' service but less than 10 years' service | 2 calendar weeks and 3 days |
| For 10 years' service but less than 15 years' service | 3 calendar weeks and 2 days |
| For 15 years' service or more | 4 calendar weeks and 3 days |

For Employees Hired On or After October 17, 2012:

| | | |
|-----|---|----------------------------------|
| (a) | <u>Calendar-Year Positions</u> | <u>Length of Annual Vacation</u> |
| | For less than 5 years' service | 2 calendar weeks |
| | For 5 years' service but less than 10 years' service | 3 calendar weeks |
| | For 10 years' service but less than 20 years' service | 4 calendar weeks |
| | For 20 years' service or more | 5 calendar weeks |
| (b) | <u>School Year Positions</u> | <u>Length of Annual Vacation</u> |
| | For less than 5 years' service | 2 calendar weeks |
| | For 5 years' service but less than 10 years' service | 2 calendar weeks and 3 days |
| | For 10 years' service but less than 20 years' service | 3 calendar weeks and 2 days |
| | For 20 years' service or more | 4 calendar weeks and 3 days |

If one of the paid legal holidays described in Section 1 of Article VII of this Agreement falls within an employee's vacation period, the day shall not be charged to vacation leave.

Section 3:

When an employee is on leave without pay and/or absent without pay for more than fifteen (15) cumulative scheduled workdays in any vacation year, such employee shall have deducted from her/his vacation allowance that proportion of the allowance provided in the above schedule which the number of such workdays of absence bears to the total number of scheduled workdays in the vacation year.

Section 4:

Upon termination of employment by retirement, resignation or death, a bargaining unit member or her/his estate shall receive a lump sum payment equal to the value of unused vacation leave computed by pro-rating the current vacation entitlement, utilizing the number of weeks worked in that fiscal year in proportion to a full work year, together with any carryover of unused vacation time from the prior fiscal year.

Section 5:

Employees may accumulate unused vacation time into a succeeding vacation year only up to a maximum number of days equal to 50 percent of their vacation leave. Days in excess of 50 percent shall be forfeited without compensation unless the Human Resources Director, in writing, based on an employee's written request, authorizes excess time to be accumulated beyond July 1. Employees may elect to receive payment for up to five days of unused vacation time. Vacation buy back requests will only be honored between May 15 and June 15 of each year. Late requests will be denied.

ARTICLE IX

SUBSTITUTE EMPLOYEES

The Committee may continue to utilize substitute and temporary workers.

ARTICLE X

JOB CLASSIFICATIONS

Section 1:

A Classification Review Committee (CRC) shall be established for the purpose of assuring that all job classifications are in line with assigned duties. The CRC shall be the decision making body regarding all matters related to job classifications, including, but not limited to, requests for reclassification and determining the classification of new positions. The Committee shall consist of up to three representatives designated by the Union and three representatives designated by the School Committee. The CRC will meet each year as soon after January 1 as possible, but no later than January 31, to review requests for reclassification of current positions. The CRC will also meet as necessary during the year to determine the appropriate classification of any newly created position.

Section 2:

The CRC shall investigate each request. Such investigation may include interviewing the secretary, interviewing the direct supervisor, and conducting a job audit. Applicants will be afforded the opportunity for a personal interview to clarify her/his actual duties.

Classifications may be approved under the following conditions at any time during the year after the conditions have been met. The following list isn't exhaustive and there could be additional reasons an upgrade could be warranted. The denial of an upgrade would be subject to the grievance and arbitration provisions of the contract. The conditions are:

- a. New duties that require additional education and training
- b. Duties that are permanently added and that are usually performed by employees in the grade above the current grade
- c. Duties that are permanently added to the job description that fall outside of the scope of BESA work
- d. Other additional considerations including a substantial increase in workload.

Reclassification applications should be submitted to Human Resources immediately after one of the aforementioned conditions have been met. Reclassification decisions shall be rendered within 30 days after application has been made. Nothing in this language shall guarantee a reclassification. When reclassifications are approved, they are paid out retroactively to the day the employee started the work."

ARTICLE XI

SCHOOL CLOSINGS

Employees in calendar-year and school-year positions are required to work on days when school is canceled due to inclement weather or for other emergencies unless they elect to be absent without pay or request payment from their vacation or administrative leave accounts.

Except that, in the event that a secretary is unable to perform the essential duties of her job at her usual work site due to an emergency situation, including but not limited to a power outage or loss of water, the affected secretary may choose to work at an alternative work location or take an administrative or vacation day. However, if the Human Resources Director informs the employee that no alternative work location is available, the employee will be allowed to leave work with no deduction of leave time.

In the event that the Superintendent of Schools has authorized a delay in the opening of school or an early dismissal all secretaries will be entitled to observe the schedule change without any leave deductions. No secretary shall be required to come in earlier or leave later than the schedule authorized by the Superintendent.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1:

Wherever the term “employee” appears in this Article, it shall mean also, a group of employees within the bargaining unit covered by this Agreement and having a common grievance. It is the declared objective of the School Committee and AFSCME Local 1358 to provide for the prompt resolution of grievances.

Section 2:

The term ‘grievance’ shall be construed to mean (a) any grievance or complaint involving a question concerning the meaning, interpretation or application of, or compliance with the terms or provisions of this Agreement or (b) any dispute between an employee and her/his supervisors, there being excluded, however, from the term “grievance” any grievance or complaint which is, or upon proper appeal would be, within the jurisdiction of the Civil Service Commission or other duly established appeal board.

Section 3: Adjustment of Grievances.

A grievance, as such term is herein above defined in Section 2 of this Article XII, shall be presented and adjusted in the following manner:

Step 1: The employee shall discuss his/her grievance orally with his/her supervisor within the building to which he/she is assigned, and such supervisor shall communicate his/her decision orally to the employee within five (5) working days after such discussion. If the aggrieved employee is assigned to a school building under the general supervision of a Principal and if the grievance is not settled as a result of the discussion between the aggrieved employee and his/her immediate supervisor, the

aggrieved employee may present his/her grievance orally to the Principal, who shall communicate his/her oral decision to the employee within five (5) working days after he/she has discussed the grievance.

Step 1 shall be omitted in the case of any grievance as defined by Section 2 (a) of Article XII; and, rather, the grievance shall be filed, in writing, directly with the Human Resources Director or his designee, under Step 2 and shall next be appealed to the Superintendent of Schools. If, in the opinion of the Human Resources Director the grievance is defined by Section 2 (b) of Article XII, rather than by Section 2 (a) thereof, the employee shall be notified in writing to this effect, within eight (8) working days after the grievance has been filed, and, also, the employee shall be informed of his/her right to initiate his/her grievance beginning with Step 1 of this procedure.

Step 2: If the grievance is not settled under Step 1, the aggrieved employee or AFSCME Local 1358 may, within eight (8) working days after receiving the oral decision of the employee's immediate supervisor or of the Building Principal (where applicable), restate the grievance, in writing, and submit the same to the Human Resources Director. Said Human Resources Director shall, within eight (8) working days after the receipt by her/him of such written statement of the grievance, discuss the same with the aggrieved employee and the representative of AFSCME Local 1358.

The Human Resources Director shall render his/her decision and communicate the same, in writing, to AFSCME Local 1358 and the employee involved within three (3) working days following the aforesaid conference.

Step 3: If the grievance has not been satisfactorily disposed of under Step 2, the aggrieved employee and AFSCME Local 1358 may, within eight (8) working days after the receipt of the answer of the Human Resources Director or his designee, appeal from the decision of the Human Resources Director or his designee by forwarding the grievance, in writing, to the Superintendent of Schools, with a request for a formal hearing. The Superintendent of Schools, or, upon his/her direction, his/her authorized representative shall conduct a hearing within eight (8) working days of the receipt of such appeal. The Superintendent of Schools, or his/her authorized representative, shall render a decision, in writing, to the aggrieved employee within three (3) working days after the conclusion of this hearing.

Step 4: If the grievance has not been settled under the preceding three steps of the Grievance Procedure set forth in this Section 3, then such unresolved grievances shall be further processed as follows:

- (a) If the grievance involves a dispute between an employee and his/her supervisors arising out of an exercise of administrative discretion by such supervisor or supervisors, the aggrieved employee may, within eight (8) working days of the receipt of the decision of the Superintendent of Schools or his authorized representative, request that all recommendations and facts in the case be referred, for adjudication, to a Review Committee. Said

Review Committee shall be selected annually and shall consist of two (2) employees in the bargaining unit covered by this Agreement, two (2) members of the School Committee, and one (1) member of the administrative staff. The Review Committee shall, within twenty (20) working days after the holding of such hearing, issue its decision on the question of whether the exercise of administrative discretion by the supervisor or supervisors involved, was reasonable or unreasonable. The Review Committee hearing grievances of this type shall have no authority to alter or amend in any way general policies of the School Committee.

- (b)(1) If the unresolved grievance involves a question of the meaning, interpretation or application of, or compliance with the terms or provisions of this Agreement, such grievance may be submitted to arbitration. AFSCME Local 1358 may initiate arbitration by filing with the Human Resources Director and the American Arbitration Association a written request for arbitration, such written notice to be served within sixty (60) working days after the denial of the grievance at Step 3 of the grievance procedure set forth in this Section 3.

The arbitrator shall be appointed by the American Arbitration Association and the arbitration shall be conducted in accordance with the Voluntary Arbitration Rules of the American Arbitration Association.

- (b)(2) It is understood and agreed that the Arbitrator shall have no right or power to add to, or subtract from, or to change the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by any law, ordinance, or by-law, or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the School Committee and to AFSCME Local 1358, and subject to law, shall be final and binding.
- (b)(3) Each party shall bear the expenses of preparing and presenting its own case. The fees and expenses of the Arbitrator shall be borne equally by the School Committee and AFSCME Local 1358.

Section 4:

A grievance may not be presented at any step in this procedure in behalf of an individual employee by any person or persons or organization without the aggrieved employee's written consent. In no case may a member of a minority organization, unless said member is the aggrieved employee, represent at any step of the grievance procedure an aggrieved employee within the bargaining unit covered by this Agreement. A minority organization shall mean any organization, other than AFSCME Local 1358, which exists or acts for the purpose of organizing employees and representing them in matters pertaining to the improvement of working conditions, salaries, benefits, and the like.

A group grievance based on a common complaint involving employees within the bargaining unit covered by this Agreement may be presented by AFSCME Local 1358 in behalf of the

aggrieved employees, beginning at Step 1 of the Grievance Procedure. Where said group grievance involves employees not having the same immediate supervisor and/or Principal, AFSCME Local 1358 shall have the right of selection in the presentation of the grievance to an immediate supervisor and Principal, as outlined in Step 1 of this procedure.

Any grievance based on matters relating to the establishment of an employee's rate of compensation shall be filed, in writing, directly with the Human Resources Director or his designee and shall next be appealed to the Superintendent of Schools. In such cases, the provisions relating to Step 2 of the Grievance Procedure shall apply to the presentation and adjustment of the grievance, except that the grievance shall be filed within a reasonable time following the act or condition which is the basis of the grievance.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step. The time limits specified in any step of this procedure may be extended by mutual agreement.

Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons who are involved to attend, and there shall be no loss of salary for working time spent by employees who participate in conferences, in the event they are held during working hours.

In the case of any grievance which is presented under Section 2 (a) of Article IX of this Agreement, AFSCME Local 1358, whether or not it is representing the aggrieved employee, shall receive notice of any grievance so presented and shall, at Step 2 and each succeeding step of this procedure at which said grievance is considered, receive a copy of any decision rendered or appeal made, together with notice of the date of any conference. In the case of any conference, AFSCME Local 1358 may be represented for the purpose of participating and stating AFSCME Local 1358's views.

ARTICLE XIII

NO STRIKES

Section 1:

The term "strike," wherever used in this Agreement, shall be deemed to include any strike, sitdown, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

Section 2:

AFSCME Local 1358 agrees that there shall be no strike during the term of this Agreement.

Section 3:

It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, AFSCME Local 1358 shall, upon the occurrence of such strike and upon the request of the School Committee, notify, in writing, the employees

involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and AFSCME Local 1358 shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this section to be sent by -AFSCME Local 1358 to the employees involved in any such strike, shall be given simultaneously by AFSCME Local 1358 to the School Committee.

In any event, the School Committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's rights to review under the contract and applicable laws.

ARTICLE XIV **HEALTH INSURANCE**

Health Insurance is not addressed in this collective bargaining agreement because it is negotiated through the Town and the Public Employee Committee.

ARTICLE XV **MISCELLANEOUS**

Section 1:

The School Committee and AFSCME Local 1358 acknowledge that this Agreement sets forth the understandings and agreements arrived at by the parties after full collective bargaining negotiations. Therefore, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement.

Section 2:

AFSCME Local 1358 and appropriate representatives of the Deputy Superintendent for Administration and Finance shall meet at such times as mutually agreeable, for the purpose of consulting on matters of policy involving the interests of employees within the bargaining unit covered by this Agreement. Up to six (6) employees shall be eligible for release time to attend negotiations meetings; three (3) employees to attend Labor-Management meetings; and one (1) employee shall be eligible for release time to attend Health Advisory Committee meetings and any other Health Advisory Committee-related events.

Section 3:

This Section 3 intentionally left blank.

Section 4:

Nothing contained herein shall preclude AFSCME Local 1358 or the Committee from petitioning each other for consideration of any matters not covered by this Agreement.

Section 5: Civil Service

An updated Civil Service seniority list, including Civil Service seniority as well as benefit date, if different, shall be posted by March 1 of each year. All bargaining unit positions shall be Civil Service positions regardless of the source of funding.

Section 6: Filling of Vacancies and Promotions

Effective October 17, 2012, notwithstanding any provision of this collective bargaining agreement, Appendices, or practice to the contrary, the Employer may require each employee/applicant for a position(s) to demonstrate through assessments that she/he has the job-related skills required for the position. The Employer shall identify the skills for the position in the posting and will state in the posting whether or not employees/applicants will be required to demonstrate such skills.

Section 7: ID Badges

Id badges will be worn by all BESA employees during the work shift of the employee. Employees will report lost or damaged badges immediately for replacement.

ARTICLE XVI **COMPLIANCE WITH THE LAW**

If any provision of this Agreement is, or shall, at any time, be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the School Committee and AFSCME Local 1358.

In the event that any provision of this Agreement is, or shall, at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII **CHECK-OFF**

In accordance with Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union membership dues from those employees who individually authorize such deductions in the form attached and marked "Appendix A" upon the date of their authorization or date of hire, whichever occurs first.

The Employer will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues have been deducted. Providing there is no equipment breakdown or personnel shortage, such remittance shall be made by the tenth day of the succeeding month.

ARTICLE XVIII

AGENCY SERVICE FEE

There shall be an agency service fee, as set by AFSCME Local 1358, for all non-members of AFSCME Local 1358, who are covered by the terms of this Agreement. Said fee shall be payable monthly effective 30 days following the date of this Agreement or 30 days following employment, whichever is later.

ARTICLE XIX

WORKING CONDITIONS

It is agreed that air conditioning will be a requisite in all offices where secretaries are expected to work during the summer and that one installation will be made each year.

No employees covered by this Agreement shall be required to personally transport students to and from school-related activities.

The School Department will provide a healthful and safe work environment for all Bargaining Unit members. Disputes hereunder shall be subject to the grievance procedure but shall not be arbitrable.

ARTICLE XX

EMPLOYEE RECORDS

Section 1:

No material derogatory to an employee's conduct, service or character or personality (other than any allegations or preliminary reports concerning the employee which are not filed permanently in the employee's record) shall be placed in the files unless the employee has had an opportunity to read the material and initial and date the same as proof of having read it, or the supervisor has attested that he/she has reviewed it with the employee and the employee has refused to initial it; such initialing shall not imply concurrence of the employee.

Section 2:

The employee shall have the right to answer any material filed and his/her answer shall be included in his/her file.

Section 3:

Upon request, employee access to his/her file shall be given without delay.

Section 4:

Upon request, the employee shall be furnished a reproduction of any material in his/her file.

**ARTICLE XXI
INDEMNIFICATION**

The School Committee recognizes its statutory duties and powers, relative to the indemnification of employees pursuant to Chapter 258 of the General Laws and will provide said indemnification within the authority granted by said Chapter.

**ARTICLE XXII
PROFESSIONAL IMPROVEMENT**

- (a) The School Committee shall reimburse any employee covered by this Agreement for any course which is completed by the employee and which will aid him/her and the Brookline Public Schools in the performance of his/her duties, subject to prior approval of said course by the Human Resources Director or his designee.
- (b) An employee may request approval of the Human Resources Director or his designee to be absent without loss of salary for the purpose of attending a seminar, workshop, or similar meeting, which is related to the employee's position, with any registration or other fee related to such attendance to be paid by the School Committee.
- (c) Annually, with the assistance of the President of AFSCME Local 1358, the Human Resources Director or other School Committee designee will attempt to arrange up to the equivalent of a one day in-service workshop for all employees covered by this Agreement, with all costs related thereto to be paid by the School Committee.

**ARTICLE XXIII
COPIES OF AGREEMENT**

The School Committee will publish the collective bargaining agreement on its website.

**ARTICLE XXIV
MEETINGS**

For the purpose of discussing any mutual concerns, including Civil Service matters as they apply to members of the bargaining unit, the Human Resources Director or other School Committee designee agrees to meet every four weeks with representatives of AFSCME Local 1358, subject to being requested by AFSCME Local 1358 at least one week in advance to so meet. AFSCME Local 1358 may designate any five (5) BESA Unit Members to be present at a scheduled meeting and the Human Resources Director may designate any two (2) persons to be present. If

requested by AFSCME Local 1358, up to twelve hours of meetings per fiscal year will be held on work time.

ARTICLE XXV
TECHNOLOGICAL CHANGE

All members of the bargaining group will be given at least thirty (30) calendar days notice of significant technological changes that will affect them. In all use of video display terminals, the health and safety of bargaining unit employees shall be of major importance. Where documented health and safety problems exist, the Committee will correct the situation or move the employees to a safe environment.

ARTICLE XXVI
DURATION

Except as is otherwise expressly provided elsewhere in this Agreement, this Agreement shall take effect as of July 1, 2018 and shall continue in full force and effect for a period of three years from said date through June 30, 2021, and shall continue in effect from year to year thereafter unless either party hereto shall, prior to February 1, in any yearly period, give to the other party notice of its intention to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this first day of July, 2018.

SCHOOL COMMITTEE OF THE
TOWN OF BROOKLINE

By: _____
Title: For the School Committee

By: _____
Title: Human Resources Director

AFSCME COUNCIL 93, LOCAL 1358
BROOKLINE EDUCATIONAL
SECRETARIES ASSOCIATION

By:  _____
Title: BESA Chapter Chair

By:  _____
Title: BESA President

Representatives for Collective Bargaining:

By: _____

By:  _____

By: _____

By: _____

By: _____

By: _____

APPENDIX A

EVALUATION, POSTING, AND PROBATIONARY PERIOD

TO: BESA Negotiating Team

FROM: Judy Meyers and Stephen J. Barrasso

RE: Evaluation, Posting, and Probationary Period Proposal

DATE: February 15, 2005 - **AMENDED 4/29/05**

Below and attached please find the BSC's proposal on evaluation, posting, and probationary period. Although these areas are treated separately, they are inseparably linked.

Purpose:

To ensure that competent candidates are selected to fill new and vacant positions and to give internal candidates priority.

Selection Process:

Positions will be awarded to the most competent internal candidates, and only if no internal candidates meet the minimum requirements of the position, as posted, will external candidates be considered.

Position Posting:

All vacant and newly created positions shall be posted for seven (7) calendar days from the date indicated on the posting notice. Every effort will be made to notify the union electronically prior to the posting.

Positions are not considered vacant for reasons of maternity leave, sick leave, vacation or other authorized absences.

Positions available will be sent to all present school secretaries via interoffice mail and electronically to the BESA Conference. Information contained on the posting will include:

- position title
- grade
- salary scale
- number of hours per week
- minimum requirements
- supervisor's title
- summary of responsibilities
- date of posting

Filling a Position:

In filling the vacancy covered under this Agreement, consideration, listed in no particular order, will be given to the following:

- employee's qualifications and experience
- quality of previous work performance
- ability and compatibility for the new position
- an interview
- recommendations
- length of service as a member of the bargaining unit
- a proficiency test (Supervisor of Payroll only) ¹

Where other factors are equal, an employee shall be selected to fill the vacancy in accordance with length of membership in the bargaining unit.

Internal Candidates:

Employees who wish to be considered for a new or vacant position must apply by submitting a letter of interest to the Human Resources Director. Employees are eligible to apply for new and vacant positions, without regard to the length of their employment with the Brookline Public Schools.

All internal candidates who meet the minimum requirements of the position, as posted, must be granted an interview. All internal candidates must be notified of the selection decision and the reasons they were not offered the position.

External Candidates:

Qualified candidates from outside the Brookline Public Schools will be considered by the Human Resources Director for new or vacant positions, only if no internal candidates meet the minimum requirements of the position.

Trial/Probationary Period for External Candidates:

New employees will have a trial/probationary period of fixed duration in the new position. Unless otherwise specified, this trial/probationary period will be sixty (60) working days, but in no circumstances should exceed ninety (90) working days. Since the trial/probationary period is

¹ Effective October 17, 2012, this provision has been modified by Article XV (Miscellaneous), Section 6 (Filling of Vacancies and Promotions). Effective October 17, 2012, notwithstanding any provision of this collective bargaining agreement, Appendices, or practice to the contrary, the Employer may require each employee/applicant for a position(s) to demonstrate through assessments that she/he has the job-related skills required for the position. The Employer shall identify the skills for the position in the posting and will state in the posting whether or not employees/applicants will be required to demonstrate such skills.

only sixty (60) working days, supervisors should not expect 100 percent efficiency in the job, but rather demonstrated capacity to eventually perform the job.

The supervisor should obtain a Secretarial Appraisal Form approximately 30 workdays before the expiration of the employee's trial/probationary period. The supervisor should meet with the employee to discuss performance and determine whether the employee is performing satisfactorily during the trial/probationary period.

If the employee is proving unsuitable for the job, then the supervisor must notify the Human Resources Director as soon as possible, but at least 14 calendar days prior to the end of the 60 workday trial/probationary period. In that case the employee will be terminated.

At the request of the supervisor, the Human Resources Director, may extend the 60 workday trial/probationary period for up to 30 additional workdays. During the extension period, the supervisor will continue to instruct and support the employee in areas where improvement is desired.

Probationary employees may not grieve a termination through the grievance procedure.

Performance Appraisal:

The Performance Appraisal process encourages ongoing communication between supervisors and employees in order to foster performance improvement and enhancement. As a part of this process a Secretarial Appraisal Form will be completed. With the exception of an employee beginning a trial/probationary period, the annual appraisal cycle will begin on January 1 and end with the completed form being given to the employee by the following December 31.

During the first week in January (beginning of the appraisal cycle), the supervisor will give the employee a copy of the Secretarial Appraisal Form. The employee will fill out Section 1 and return the form to the supervisor. The supervisor will fill out Section 2. If there are differences between Sections 1 and 2, the supervisor will discuss the differences with the employee.

It is expected that the supervisor and the employee will maintain ongoing communications throughout the Performance Appraisal process. In an effort to promote this communication, a mid-year 'how are we doing' meeting will take place no later than June 30.

During the month of December, the supervisor will complete Sections 3 and 4 and give the completed form to the employee by December 31. Section 5 may be filled out by the employee. The signed, completed form is then placed in the employee's personnel file.

If an employee receives on any of the performance factors an 'improvement' rating, then a performance improvement plan may, at the supervisor's discretion, be created.

If an employee receives on any of the performance factors an unsatisfactory rating or in the event the employee receives an overall rating of 'unsatisfactory', then a performance improvement plan must be created.

Performance Improvement Plan:

A performance improvement plan is a formalized, structured plan of action designed to assist employees in bringing their levels of performance up to standards required for their particular jobs. Standards of performance should be established for all major job tasks, so that employees know exactly what is expected of them in the performance of their job duties. If a Performance Improvement Plan is warranted the union president shall be promptly notified.

Procedures for Implementing a Performance Improvement Plan:

The following steps should be taken when a performance deficiency exists:

- The supervisor identifies the specific area(s) where the employee's performance is below standard. Examples of areas in which improvement may be required are: accuracy of work, quality of work, productivity levels, organizational skills, written and/or oral communication skills.
- The supervisor schedules a meeting with the employee to discuss the specific area(s) needing improvement.
- The supervisor prepares a list of the specific improvements that the employee needs to accomplish to bring performance up to an 'effective' level.
- The supervisor identifies appropriate methods and possible sources of assistance to help the employee improve performance; e.g., specialized training, restructuring of tasks, monitoring, coaching.
- The supervisor establishes a realistic timetable for completing improvements, including periodic dates when performance will be reviewed and progress assessed if different from the midpoint of the next appraisal cycle.
- Following the meeting, the supervisor provides the employee with a written summary of the improvements required, along with target dates for a review of progress and completion of improvements.
- The supervisor follows through with the implementation of the performance improvement plan by providing continuous and constructive feedback to the employee throughout the period of the improvement plan.

If there is no significant improvement:

- Performance deficiencies that persist after the implementation of an improvement plan should be reflected in the employee's formal performance appraisal.
- If serious performance deficiencies persist after appropriate intervention has occurred, disciplinary steps may need to be taken for failure to perform job duties, up to and including termination.

APPENDIX B

BROOKLINE PUBLIC SCHOOLS SECRETARIAL APPRAISAL FORM

The purpose of this appraisal form is to provide a written record for the staff member and his or her supervisor on the nature of the former's job and his or her performance in it. Supervisors are urged to be frank in their evaluation both for the benefit of the staff member and for the accuracy of this appraisal record. This appraisal will become a part of the staff member's personnel file.

| | | |
|--|------------------|-------------------|
| Staff Member | Job Title | Department/Office |
| Supervisor | Appraisal Period | Date of Appraisal |
| Section I is to be complete by the staff member being evaluated. | | |
| <p>I. MAJOR RESPONSIBILITIES: List the major responsibilities of your position in approximate order of importance. After you complete this section, forward this form to your supervisor.</p> | | |
| Sections II, III and IV are to be completed by the Supervisor. | | |
| <p>II. SUPERVISOR'S REVIEW OF RESPONSIBILITIES: Review the above list of major responsibilities and note your concurrence or comment on any additions, deletions or changes in priority that you feel are appropriate.</p> | | |

III. PERFORMANCE FACTOR RATINGS: Using the following definitions check the box that most closely describes the staff member's performance for each of the required performance factors. If a performance factor does not apply, please leave blank.

EXCEPTIONAL: Contributions and excellent work are widely recognized. Performance consistently exceeds all defined expectations, producing important and impactful results through superior planning, executing and creativity.

HIGHLY EFFECTIVE: Most performance objectives exceed expectations. Projects and objectives are completed in a manner that expands the scope and impact of the assignment and increases the impact on the business. The employee is viewed as having made notable contributions to the department.

EFFECTIVE: Performance is competent and effective along established expectations; initiative, resourcefulness and good judgment are consistently exercised. Employee makes a solid, reliable and meaningful contribution to the department.

IMPROVEMENT REQUIRED: Performance falls below expectations on one or two job requirements and responsibilities. A performance improvement plan may be created, if appropriate.

UNSATISFACTORY: Performance falls below expectations on several critical job requirements and responsibilities. Without significant improvement separation is indicated. A performance improvement plan must be in place.

| Performance Factor | EXCEPTIONAL | HIGHLY EFFECTIVE | EFFECTIVE | IMPROVEMENT REQUIRED | UNSATISFACTORY |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. <u>QUALITY OF WORK</u> Consider accuracy, thoroughness, effectiveness. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. <u>ABILITY TO MULTITASK</u> Consider performance under pressure and handling of multiple assignments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. <u>INITIATIVE</u> Consider the extent to which the employee sets own constructive work practice and recommends and creates own procedures in day to day situations and in unusual circumstances. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. <u>DEPENDABILITY</u> Consider the extent to which the employee completes assignments on time and carries out instructions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

5. INTERPERSONAL RELATIONS

Consider the extent to which the employee is cooperative, considerate, and tactful in dealing with supervisors, subordinates, peers, faculty, students and/or others.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

6. COMMUNICATION ABILITIES

Are the individual's thoughts expressed clearly and concisely?

a. Written

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

b. Oral

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

7. ORGANIZATIONAL SKILLS

Are the individual's files well organized and easily accessible?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

8. COMPUTER SKILLS

Does the individual have the necessary computer skills for this position?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

IV. SUPERVISORY COMMENTS: Comment on the staff member's strengths and as well as those areas in need of improvement. Also comment on any other factors of performance that were not included in Section III that you think should be included.

Supervisor: *sign and give form to staff member*

Overall Appraisal: Satisfactory ☐ Unsatisfactory ☐ Date _____

V. STAFF MEMBER COMMENTS: This section may be left blank or it may be used to comment in support of or in disagreement with appraisals and observations recorded on this form. Note other relevant aspects of your job or performance.

Staff Member: *sign and give form to your supervisor within 48 hours of receipt*

Date _____

Signature signifies receipt of, not concurrence with, this evaluation.

APPENDIX C
INITIAL PROPOSALS
FROM THE BROOKLINE SCHOOL COMMITTEE
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT WITH
THE BROOKLINE EDUCATION SECRETARIES ASSOCIATION
TO COMMENCE JULY 1, 2006

- I. Acceptance of the Secretarial Study with the following understanding:
 - A. Any Secretary being upgraded shall be moved, prior to any general wage increase, to the new grade at the rate closest without going below the current rate.
 - B. All job descriptions as written with the following exceptions:
 - 1. Departmental Secretaries will enter all field trip absences
 - 2. Department Secretaries for the five academic subjects will enter course requests for their departments.
 - 3. Elective Subject Secretaries will divide up the grade 9-11 elective requests and enter the elective requests.
 - 4. Department Secretaries will enter student absences for teachers who forgot to make these entries.
 - 5. Department Secretaries will enter corrections of entry errors made by their department staff.
 - 6. The Deans' Secretaries will enter student absences in the BRYT Program.
 - 7. From time to time there are improvements/changes made to policies that create a need for a more efficient distribution of duties, thus moving some tasks from one group of Secretaries to another.
 - 8. Add to the Principal Office Assistant II: Assistant Headmaster's Office
 - a. Provides data entry for Information Services, including, but not limited to backup attendance entry and course selections.
 - b. Change salary grade from Grade 6 to Grade 7

APPENDIX D

RE: Changes in Secretarial Tasks/Job Descriptions

WHEREAS the Brookline School Committee ("BSC") and BESA, ("Union" or "BESA") wish to memorialize their understanding with respect to changes in job duties for employees represented by BESA, and

WHEREAS the parties recognize that from time to time BSC may make improvements and/or changes in its operations that create a need for more efficient or different distribution of duties, thus moving some tasks from one group of secretaries to another,

NOW THEREFORE, the parties hereby agree as follows:

1. Should tasks be moved from one group of secretaries to another that, in the opinion of BSC, are de minimis in nature and do not create a material change in the terms and conditions of employment of Union members then the effected secretaries shall be instructed to perform such tasks forthwith and, if desirable, report such changes to a union representative at a later time.
2. Should the Union wish to meet and discuss the reasons for such de minimis changes in tasks, the BSC agrees to meet and discuss the changes and the positive/negative effects of such changes at a mutually convenient time.
3. Prior to making material changes to any Union job description the BSC shall notify the Union of its desire to make such a change and allow the Union an opportunity to bargain any such change to impasse in accordance with G.L. 150E. BCS agrees that absent the necessity of BSC to carry out its work in an emergency situation, a BESA member will not be obligated to perform tasks that represent a material change to that individual's job description until the Union has been notified and given an opportunity to bargain.

**BROOKLINE EDUCATIONAL SECRETARIES ASSOCIATION (BESA)
UNION DUES AUTHORIZATION**

BROOKLINE, MASSACHUSETTS

TO: BESA, Members

FROM: Stephen J. Barrasso/ BESA, SEIU 888 Negotiating Team

RE: Agreement regarding changes in Secretarial Tasks/Job Descriptions

Below please find the BSC's position on task and job description changes as related to BESA Positions, and that has been agreed to by the BESA, SEIU 888 negotiating team in the recently concluded negotiations for a successor collective bargaining agreement between the parties.

Purpose: To insure that the BSC, in good faith, honors the Union's right to bargain collectively with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, while the Union acknowledges that from time to time there are improvements/changes made to policies that create a need for more efficient distribution of duties, thus moving some tasks from one group of secretaries to another.

Policy: Should tasks be moved from one group of secretaries to another that, in the opinion of BSC, are de minimis in nature and do not create a material change in the terms and conditions of employment of Union members than the effected secretaries shall be instructed to perform such tasks forthwith and, if desirable, report such changes to a union representative at a later time.

Should the Union wish to meet and discuss the reasons for such changes in tasks BSC, agrees to meet and discuss the changes and the positive/negative effects of such changes at a mutually convenient time.

Prior to making material or non-de minimis changes to any Union job description the BSC shall notify the Union of its desire to make such a change and allow the Union opportunity to bargain any such change to impasse in accordance with G.L. 150E. BCS agrees that absent the necessity of BSC to carry out its work in emergency situations a BESA member will not be obligated to perform tasks that represent a non-de minimis or material change to that individual's job description until the Union has been notified and given an opportunity to bargain.

BROOKLINE, MASSACHUSETTS

TO: BESA, Members

FROM: Stephen J. Barrasso/ BESA, SEIU 888 Negotiating Team

RE: Agreement regarding elimination of Union Positions

Below please find the BSC's position on the need to eliminate BESA, SETU 888 Positions, and that has been agreed to by the Union negotiating team in the recently concluded negotiations for a successor collective bargaining agreement between the parties.

Collective bargaining language:

Article V - Reduction in force: Reductions in force will be accommodated whenever possible through attrition. Whenever attrition alone will not suffice to reduce the level that has been determined by the School Committee, the reduction in force will take into consideration seniority and merit in determining those employees that are to be laid off in accordance with Chapter 31 of the Massachusetts General Laws. Employees shall be entitled to recall for eighteen (18) months and shall be recalled in reverse order of layoff.

Procedure - Prior to making final determination on the positions to be eliminated the BSC will meet with the Union to; 1) inform the Union as to what positions need to be Eliminated; 2) inform the Union as to why attrition alone will not suffice, and 3) allow the Union to offer suggestions, if any, that may avoid the need for such cuts.

Furthermore, once the positions to be cut have been finalized the BSC will, as well as following all the procedural requirements of G.L.31 with regard to the individual employees to be affected, meet with the Union to review the bumping/reduction in force procedures that need to take place, and bargain the impact of the reductions.

Should the Union disagree with the BSC's interpretation of the BSC's obligations to transfer/demote/rehire in accordance with G.L. 31, or the collective bargaining agreement the BSC would agree to meet and explain its interpretations of the law upon request by the Union prior to implementation.