

*Webster Administrative Assistants Association
Contract*

*July 1, 2022
To
June 30, 2025*

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CONTRACT BETWEEN THE WEBSTER ADMINISTRATIVE ASSISTANTS ASSOCIATION
AND THE WEBSTER SCHOOL COMMITTEE

Commencing July 1, 2022 through June 30, 2025

Article I – Recognition

- 1-1 For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiations of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full-time and regular part-time administrative assistants employed by the Webster Public Schools, excluding managerial and confidential employees, and all other district employees.
- 1-2 The Webster Public School District does not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, physical or mental disability, homelessness, sexual orientation or gender identity.
- 1-3 If any provision of this Agreement is found contrary to law from those judgments, and no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereby. In such case, all other provisions of this Agreement shall remain in effect.
- 1-4 It is understood at the onset that all school employees serve for the benefit of the student. The conditions outlined in this Agreement reflect that realization. All employees are also bound by all policies adopted by the School Committee.

Article II – Committee Rights

- 2-1 Under the law of Massachusetts, the Committee, elected by the citizens of Webster, has final responsibility for establishing the operations of the public schools of Webster, and that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to negate or impair any power, right, or duty conferred upon the Committee by law or mandate of any agency of the Commonwealth.
- 2-2 The Superintendent of Schools of Webster (hereinafter “Superintendent”) has the responsibility and authority established by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to negate or impair any power, right, or duty conferred upon the Superintendent by law or mandate of any agency of the Commonwealth.

Article III – Association Rights

- 3-1 Members who participate in the process of resolving grievances, as a professional problem in the manner indicated herein shall not be subject to discrimination for such action.
- 3-2 The resolution of all grievances and professional problems shall be in accordance with the procedures which are part of this agreement.
- 3-3 The Association shall be provided bulletin board space for the posting of official notices and other materials relating to Association activities.

- 3-4 The Association shall have the right to use interoffice mail, including email or other electronic communication for the purpose of notification to their members, but not to include discussion of union issues or items related to collective bargaining. All electronic communication must comply with the District's user agreement.
- 3-5 On twenty-four (24) hours' notice to the principal of the school, the Association shall have the right to schedule meetings in the building after regular duty hours and during the lunch time of the members of the bargaining unit involved on matters concerning their employment and the provisions of this agreement provided the space requested has not been previously committed. These meetings will be held during the regular school year and will not conflict with janitorial staffing.
- 3-6 The Committee shall permit the president of the Association or a designated representative to visit the schools during her free time for any purpose relating to the terms and conditions of this agreement. If conferences with members of the bargaining unit are necessary, they shall be scheduled after school hours so as not to interfere with the school program, unless agreed to by Superintendent or his/her designee.
- 3-7 A copy of the School Committee agenda and School Committee minutes shall be made available to the president of the Association.
- 3-8 The Committee agrees to make payroll deductions for those members who so request.
- 3-9 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts in accordance therewith, shall certify to the Treasurer of Webster all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this contract. Such dues deductions shall be in equal payments until paid.
- 3-10 Members will be reimbursed for expenses incurred to attend and participate in one meeting per year of the Worcester County Secretaries Association. Meetings will not take place during the work day. Members who choose to attend more than one meeting will do so at their expense.

Article IV – Working Conditions

4-1 Sick Leave

- a. Each 12 month administrative assistant shall be credited with eighteen (18) days sick leave each school year. School year administrative assistants shall be credited with fifteen (15) days sick leave each school year. Full sick leave credit will begin the first working day of the month in which the employee is employed. That amount will be prorated should the employee not be on the payroll for their full year. Sick leave shall be accumulated to a total of one hundred twenty (120) days. In any given year a member will be entitled to use the full annual allotment of leave, eighteen (18) or fifteen (15) days, due to illness. Subsequent sick time will be charged to accumulated sick leave.
- b. A medical certificate will be required for sick leave in excess of five (5) consecutive days or if an administrative assistant's absence from duty reoccurs frequently or habitually indicating just cause for requiring such a certificate.
- c. In addition to personal illness or injury, sick leave may be utilized for a maximum of five (5) days for illness in the immediate family. Immediate family shall mean mother, father, spouse, daughter, son, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and any person living in the same household.

- d. Administrative assistants shall, upon making the necessary sick day contribution, be entitled to participate in the sick leave bank for administrative assistants, custodians, and administrators, and non-contract personnel in accordance with the Sick Leave Bank Policy.
- e. **Sick Leave Bank Policy:** The Webster School Committee agrees to establish a sick bank for the use of personnel in the following units:

Instructional Assistants, Administrative Assistants, Administrators and Custodians.

This agreement will remain in effect as long as all four collective bargaining units have the same language.

Enrollment:

Open enrollment will be held during the month of September annually. The Superintendent's office will send out enrollment information. If not already a member initial, contribution for new members is as follows:

In 0-5 years of employment	2 days
In 6-10 years of employment	3 days
In 11-15 years of employment	4 days
In 16-20 year of employment	5 days

No new members who have completed 20 years of service may enroll in the sick bank after the 2013-2014 school year.

Annual Contribution:

The bank will have a maximum of 500 days and a minimum of 250 days. All members will contribute one day annually until the bank reaches 500 days. Should the bank fall below 250, all members will be assessed an additional day at that time. Once the bank reaches 500 days, only new members contribute the required number of days for enrollment.

Number of eligible days:

In 0-5 years of employment	30 days per year
In 6-10 years of employment	60 days per year
In 11-15 years of employment	90 days per year
In 16-20+ year of employment	120 days per year

Days expire June 30 and members may reapply for a new allotment in each new fiscal year (July 1-June 30).

In the event that a member of the Association has exhausted his/her sick leave (accumulated and sick bank) due to critical or long-term illness or accident, the Association may appeal to the Superintendent to solicit from its members an appropriate number of sick days needed to cover the absent employee for the remainder of the school year. Employee contribution will be voluntary. The Superintendent will render a decision on activating this provision on a case by case basis. The decision is not subject to the grievance procedure.

Opting out:

Any employee who wishes to withdraw from the sick bank must do so in writing to the Superintendent by September 15th.

Qualifications for use:

The committee will consider the following:

- Is the member suffering from a serious long term illness, accident, life threatening disease
- Is the member under the regular care of a physician
- Previous use of the sick bank
- Attendance

- Use of all accumulated leave.
- Timely submission by the patient or designee of medical documentation, preferably with a diagnosis and estimated return to work.

Elective and/or cosmetic surgery does not qualify for sick bank usage.

Sick Bank Committee: The Committee will be made up of 5 (five) members: one (1) selected by each unit and two (2) members of the School Committee or their designees. A chairperson will be elected from among the committee annually.

Ideally the Committee will meet in person to award or deny days from the sick bank but the Chairperson may contact committee members electronically or by phone for their vote.

Return to work: Members who were awarded days from the Sick Bank will receive five (5) additional sick days deducted from the sick bank on their return to work. These days will expire at the end of the school year and cannot be carried over.

- f. **School-related Assault:** Administrative assistants whose absences result from school-related assault while on official duty, shall have no deductions made from their sick leave. Administrative assistants unable to work as a result of a school-related assault shall receive the difference between any and all compensation insurance payments and the administrative assistant's regular pay.
- g. **Extracurricular:** Any member of the Unit who is appointed to a paid extracurricular position which interferes with their regular hours of employment shall have the following options:
 1. Be docked for the actual hours not worked at their regular position
 2. Work out a schedule with the Superintendent to make up lost hours; i.e. report to work 30 minutes earlier all year.

4-2 **Holidays:** The following days or whenever they are celebrated shall be considered to be paid holidays for administrative assistants working 12-months per year:

July 4 th	Day after Christmas
Labor Day	New Year's Eve
Columbus Day	January 1 st
Veterans Day	Martin Luther King Day
Day before Thanksgiving*	Presidents Day
Thanksgiving	Good Friday
Day after Thanksgiving	Patriots Day
Day before Christmas	Memorial Day
Christmas	Juneteenth**

*Early release days defined as five (5) hours in length (employees paid for a full day).

**If Juneteenth falls on a Saturday, holiday will not be paid.

The following days whenever they are celebrated shall be considered paid holidays for School Year administrative assistants:

July 4 ^{th**}	Christmas
Labor Day	January 1 st
Columbus Day	Martin Luther King Day
Veterans Day	Presidents Day
Day before Thanksgiving*	Good Friday
Thanksgiving	Patriots Day
Day after Thanksgiving	Memorial Day
Day before Christmas	Juneteenth***

*Early release days defined as five (5) hours in length (employees paid for a full day).

**If the administrative assistant is working during week that includes the Fourth of July she/he will receive the Fourth of July as a paid holiday.

***School-year administrative assistants will only be paid for the Juneteenth holiday if the holiday occurs on a weekday while school is still in session. If Juneteenth falls on a Saturday, holiday will not be paid.

Should any of these holidays fall on an employee's normal day off, the employee will receive a floating holiday. This holiday must be taken in the same fiscal year.

4-3 **Vacations:** School administrative assistants working twelve (12) months per year shall be entitled to paid vacations in accordance with the following schedule:

After the completion of:

One year = Two (2) weeks

Five years = Three (3) weeks

Ten years = Four (4) weeks

Fifteen years = Five (5) weeks

Note: Vacations for school-based administrative assistants must be taken when school is not in session. Exceptions will be allowed only with the approval of the building principal or department administrator.

A minimum of one (1) week vacation and a maximum of two (2) weeks of vacation is to be taken in the period between July 1st and August 15th. The third or more week shall be scheduled at the discretion of the building principal or department administrator. If an administrative assistant requests a week that falls during regular school time, the employee shall be required to request it one (1) month in advance for a one-week vacation. Requests for taking one (1) to four (4) vacation days will be made two (2) days prior to use. The two (2) day notice may be waived by the immediate supervisor. In order to qualify for vacation benefits, each employee must be on the payroll a total of twenty-seven (27) weeks in the aggregate during the twelve (12) months preceding July 1st of the current year.

School administrative assistants who have completed five (5) years in the school system will be allowed to rollover up to five (5) vacation days to the following school year if, due to extenuating circumstances that are job related, they were unable to use entitled vacation time.

4-4 **Personal Days:** With 48 hours of notification, except in emergencies, each employee shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any fiscal year. Personal days may not be taken the day before or the day after a school holiday or vacation, except in an emergency and approved in writing by the School Principal and Superintendent.

4-5 **Funeral Leave:** In the event of death in the immediate family or anyone living in the same household of the employee. Paid leave up to four (4) consecutive days will be granted, which include the day of the funeral. Immediate family shall include mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. In the event of death of a brother-in-law or sister-in-law or any other relative, one (1) day of paid leave for the funeral will be granted. In the event the funeral services are not held immediately after death, then the leave may be delayed to coincide with the funeral services. Supervisor approval is required. Additional bereavement leave may be granted by the Superintendent, if extenuating circumstances exist. If granted, the additional time will be charged to sick leave.

- 4-6 **Hours of Work:** When school is in session, the regular work day for 12 month administrative assistants shall consist of eight (8) hours of work and an additional ½ hour for lunch. Two fifteen minute breaks are included in the 8 hours of work and shall be scheduled at the discretion of the Principal/Supervisor. When school is not in session, the work day shall be five (5) hours in length with the starting time being between 7:00 AM and 9:00 AM as determined by the immediate supervisor. On those days, when school is not in session, 12 month administrative assistants will be paid for their full 8 hour day. An employee who chooses to work beyond the five (5) hours on those days, will receive no additional compensation for doing so within the eight (8) hours being paid. For administrative assistants in school buildings, the workday will start between the hours of 7:00 AM and 9:00 AM at the discretion of the immediate supervisor.
- a. When school is in session, school year administrative assistants will work seven (7) hours per day and an additional ½ hour for lunch. School year administrative assistants will now be paid for seven (7) hours per day. One (1) fifteen minute break is included in the 7 hours of work and shall be scheduled at the discretion of the Principal/Supervisor. During the exam period at the high school, the school year administrative assistants will work their regular hours.
 - b. The work year for school year administrative assistants will be 185 days, 180 of which will be days when school is in session, the remaining 5 days will be at the beginning and/or end of the school year at the discretion of the building administrator. Building administrators will have the option of calling in school year administrative assistants for an additional five (5) workdays for a total of 190 days. Any days beyond 190 days will be subject to the Superintendent's authorization. Employees are not obligated to work beyond their 185 days, but those who do will receive their per diem rate. Any school year administrative assistant who works more than 219 days in a fiscal year will receive the benefits accorded to full time employees.
- 4-7 The president will be promptly notified when a new employee is hired and also when an employee leaves the school district.
- 4-8 **Job Posting and Bidding:** When a position covered by this agreement becomes vacant or a new position is added, the posting, listing the pay, duties, and qualifications will be given to the Unit President three days prior to public posting. This notice of vacancy shall be distributed by the President and remain within the membership for three days. Employees interested shall apply in writing within these three days. Within five (5) days of expiration of the posting period or after the next regularly scheduled School Committee (whichever is sooner) the employer will award the position to the most qualified applicant. The successful applicant shall be given a forty-five (45) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, the administration determines that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate. It is mutually agreed between the parties that if no applicant is qualified, the employer may fill the position from outside the bargaining unit.
- 4-9 **Snow Days:** In the event of school cancellation due to inclement weather, no administrative assistant will be required to work. In the event any administrative assistant chooses to work during a storm day, she will earn a floating vacation day that must be taken during the fiscal year.
- a. Snow Days/Emergency Days: Administrative assistants will be paid for their full scheduled hours on all unscheduled delay or early dismissal days due to snow if they report in and work the adjusted school hours. This applies to all administrative assistants covered by this Agreement.
 - b. In the event of early dismissal, office coverage will be maintained, until notification from the Administration Office that all respective buses have safely returned from their runs. Coverage will be maintained in the Administrative Office until all runs are safely completed.

- 4-10 **Just Cause:** The employer reserves the right to terminate an employee for just cause. The employee will be notified in writing of any suspension or discharge. The employee shall have the right to take up the suspension and/or discharge as a grievance. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- 4-11 **Seniority:** A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the Association President by October 15th of each year. Seniority will be determined by date of hire. There will be no prorating for school year employees.
- 4-12 Administrative assistants will immediately notify the building principal or supervisor and provide specific and articulate documentation if their personal property is damaged or stolen while on duty for the district. Such report shall be forwarded to the Superintendent and his/her designee, who will review using due diligence and respond to any reasonable request from the administrative assistant for reimbursement.

Article V – Benefits

- 5-1 **Health Benefits:** All administrative assistants scheduled to work in excess of twenty (20) hours per week shall receive such health benefits as the Town of Webster may provide for all full-time employees as follows:
- a. Health insurance shall be provided in accordance with the Town's program as established via Chapter 32B.
 - b. The premium shall be shared at seventy five percent (75%) by the Town and twenty five percent (25%) by the employee.
 - c. All employee health insurance contributions will be based upon pre-tax dollars.
 - d. Any employee who elects to obtain health insurance other than through the Town of Webster shall receive a stipend of five hundred dollars (\$500) each year of the contract. This provision also applies to employees who opt not to receive Town insurance because their spouse or other family member obtains health insurance through the Town of Webster. Employees who choose not to participate in the plan and leave mid-year will have their stipend prorated to the number of completed months of employment.
- 5-2 **Other Benefits:** All administrative assistants regularly scheduled to work in excess of twenty (20) hours per week shall be entitled to participate in any other insurance or benefit plan as the Town of Webster may provide for all full-time employees.
- 5-3 **Professional Development:** Administrative assistants are encouraged to engage in professional development activities. Administrative assistants who are enrolled in professional development that is job related must receive prior approval by the Superintendent. If an administrative assistant is enrolled in a degree program, all course work required by that degree is eligible for course reimbursement. Reimbursement for such activities will depend upon the Superintendent's approval. A maximum of \$3,000 shall be budgeted for professional development for each fiscal year of the agreement. The \$3,000 shall be divided equally between the first six (6) months of the fiscal year and the last six (6) months of the fiscal year.
- a. Reimbursement for approved courses and other approved professional development activities shall be granted on a first come, first serve basis. Money remaining from the first half of the fiscal year shall be carried over for use in the second half of the fiscal year. There is a \$1000

limit annually per person unless the full \$3000 is not expended. In that case, individuals who provide the necessary documentation will equally share the remaining funds for tuition reimbursement. All distribution of the excess funds will be paid at the end of the fiscal year.

- b. Reimbursement: Costs of approved courses and other professional development activities will be paid under the following conditions:
 1. Payment will be made for professional development subject to prior approval of the Superintendent. Such approval shall not be unreasonably withheld.
 2. Administrative assistants must receive a grade of "B" or better, or a "pass" grade for each course taken.
 3. Payment shall be made within thirty (30) days next following presentation to the Superintendent of evidence of successful completion of a course(s) and a copy of the receipted tuition bill. No reimbursement shall be given without a copy of receipted tuition bill or receipt of paid registration fee. Course intention forms shall be filed no later than two (2) weeks prior to the start of the first class meeting.

5-4 **Family and Medical Leave Act:** Family and Medical Leave shall be granted in accordance with applicable state and federal laws, provided that such leaves shall be granted coincident with and not in addition to the leaves provided in this Agreement.

Under the FMLA, any administrative assistant shall be entitled to participate under the following conditions:

- a. An employee must have worked for the Webster School System for at least 12 months and for at least 1,250 hours during the last year. If you worked 25 or more hours for 50 weeks in a year, you would have worked the required total of 1,250 hours.
- b. An employee is entitled to up to twelve (12) weeks family and medical leave in any 12 month period. Leave for this purpose is unpaid, except as provided below. Any time an employee spends away from work due to a serious health condition, or under the medical leave or family leave policies below, counts against the twelve (12) weeks of leave which are available during any year. The district may grant leave beyond the twelve (12) weeks upon request, where an administrative assistant is entitled to more than twelve (12) weeks' pay pursuant to the medical leave policy, or where the employee is receiving worker's compensation. The district reserves all rights that it may have under the Family and Medical Leave Act of 1993.

5-4.1 The parties agree to act consistently with the maternity leave provisions of M.G.L. 149, Section 105D. Wherever the terms of the following section conflict with said statute, it is expressly understood that the statute will control.

Maternity leave without pay shall be granted to any administrative assistants as follows:

- a. As long as the pregnant administrative assistant is able to perform her duties, she may continue to work. The maternity leave of absence shall begin when in the opinion of the administration, the administrative assistant, and her doctor, such action becomes advisable. An administrative assistant may use accrued sick leave for the period in which she is disabled, up to eight (8) weeks after giving birth. After eight (8) weeks a physician's note will be required to extend the leave.
- b. An administrative assistant may return from maternity leave at any time after delivery provided the Superintendent receives a written statement from her doctor saying that she is fit to do so. A minimum of one (1) week's notice of return is required.
- c. For maternity/parental leave which commences on or after April 1 during the school year, an administrative assistant will be eligible for an additional year of unpaid parental leave during the following school year. For maternity/parental leave which commences prior to April 1 an administrative assistant will be granted maternity/parenting leave for the remainder of the current school year only. Requests for additional leave may be made by the Superintendent on

a case by case basis. The Superintendent's decision is not grievable.

- d. An administrative assistant adopting a child shall be entitled upon written notice to a leave to commence any time during the first year after receiving such custody if necessary in order to fulfill the requirement of adoption. The terms of such leave shall be the same as those specified under maternity/parental leaves above.

5-4.2 **Other parental leave provisions as follows:**

- a. Maternity leave in case of interrupted pregnancy or intent of adoption may be terminated if:
 1. An administrative assistant requests in writing to the Superintendent the desire to return to his/her position and provides medical approval.
 2. The Superintendent requests the return of an administrative assistant, such action subject to medical approval.
- b. All benefits to which an administrative assistant was entitled at the time a parental leave commenced, including unused accumulated sick leave, will be restored to said administrative assistant upon return, said administrative assistant will be placed on the applicable salary schedule at the step which had been attained when the parental leave commenced. An administrative assistant who had worked and/or been on paid leave for one hundred and one (101) or more days in the school year in which the parental leave commenced will be placed on the next step of the applicable salary schedule.
- c. An administrative assistant returning from a parental leave will be assigned to the same position which the administrative assistant held at the time said leave commenced or, if that position is no longer in existence, to a substantially equivalent position.
- d. While on leave, an administrative assistant shall have the option to remain an active participant in any other school connected insurance program in which the employee is already an active member by contributing thereto the amount he or she would have been required to contribute if actively employed and by further contributing the amount that the school system would have been required to contribute if the employee were actively employed. Additional administrative costs may apply.
- e. It is incumbent upon the administrative assistant on extended leave to notify the Superintendent by February 1 following the date of birth of a child of intent to return to previous duties or to resign.
- f. These provisions shall be interpreted so as to permit total compliance with federal and state (Massachusetts) laws and regulations governing leave on account of pregnancy.
- g. Adoptive parents are eligible for the benefits under this Article.

5-6 **Medical Leave**

- a. **Duration:** An employee is entitled to up to twelve (12) weeks medical leave in any given year based upon a serious health condition of the employee requesting leave. Leave for this purpose is unpaid except as provided in the paragraph below.
- b. **Procedure:** An employee requesting leave under this provision must give thirty (30) days' notice prior to the date the leave is to commence. If such notice is impossible, then the employee must provide such notice as is practicable under the circumstances. The district reserves the right to deny requested leave under the circumstances. The district reserves the right to deny requested leave in accordance with the Family Medical Leave Act.

- c. The request for leave should set forth the reason and should be accompanied by medical certification of the need for leave. The district shall have the right to obtain a second opinion at its expense by having the employee examined periodically by a doctor of the district's choosing.
- d. Pay and benefits: Employees on medical leave will be required to exhaust all accrued sick, vacation, and personal time. Employees who are entitled to more than twelve weeks pay based upon sick leave accrual, may use leave beyond the twelve (12) weeks.

5-7 Family Leave

- a. Duration: Employees are entitled to twelve (12) weeks leave in connection with the birth or adoption of a child, placement of a foster child or to care for a family member (spouse, parent, or child) with a serious health condition. Leave for this purpose is unpaid except as provided below.
- b. Procedure: Employees requesting such leave must give at least thirty (30) days' notice prior to the date the leave is to commence. If such notice is impossible, then the employee must provide such notice as is practicable under the circumstances. The district reserves the right to deny requested leave in accordance with the Family and Medical Leave Act.
- c. Medical Certification: In the case of a period of leave taken to care for a family member with a serious health condition, the district may require medical certification of the need for leave. The district shall have the right to obtain a second opinion periodically at its expense by a doctor of the district's choosing.
- d. Pay and benefits: Employees must exhaust all accrued vacation and personal time as part of their leave under this provision. If the leave is due to the employee giving birth to a child, the employee may use up to eight (8) weeks of sick leave for this purpose.

5-8 Other Leave

- a. An employee, for good cause, may request an unpaid leave of absence not to exceed one (1) year for reasons other than those covered by the other leave policies in this article. The decision of whether to grant such a leave and the conditions of such leave are within the Superintendent's discretion.
- b. An employee who desires such a leave should submit the request in writing to the Superintendent by May 1. The Superintendent shall be notified by February 1 of the intended date of return.
- c. The Superintendent shall make his/her decision in writing within (20) twenty school days after receiving such a request.
- d. Any employee granted an unpaid leave of absence shall have the right to return to an equivalent position or the same position with all the benefits they had accrued before the leave.

5-9 Jury Duty: The employer agrees to pay regular compensation to an employee for the first three days of jury duty as required by Chapter 234A, Section 48, and the difference between an employee's wages and compensation received for jury duty thereafter as required by Chapter 234A, Section 51.

Article VI – Compensation

		SY22-23	SY22-23	SY22-23	SY23-24	SY23-24		SY24-25	SY24-25	SY24-25
Level	Step	hourly rate 2.75%	10 month annualized	12 month annualized	hourly rate 2.50%	10 month annualized	12 month annualized	hourly rate 2.75%	10 month annualized	12 month annualized
I	A	\$18.02	\$24,597.30	\$37,481.60	\$18.47	\$25,211.55	\$38,417.60	\$18.97	\$28,894.05	\$39,457.60
	B	\$18.02	\$24,597.30	\$37,481.60	\$18.47	\$25,211.55	\$38,417.60	\$18.97	\$28,894.05	\$39,457.60
II	A	\$19.22	\$26,235.30	\$39,977.60	\$19.70	\$26,890.50	\$40,976.00	\$20.24	\$27,627.60	\$42,099.20
	B	\$19.22	\$26,235.30	\$39,977.60	\$19.70	\$26,890.50	\$40,976.00	\$20.24	\$27,627.60	\$42,099.20
III	A	\$20.40	\$27,846.00	\$42,432.00	\$20.91	\$28,542.15	\$43,492.80	\$21.48	\$29,320.20	\$44,678.40
	B	\$20.40	\$27,846.00	\$42,432.00	\$20.91	\$28,542.15	\$43,492.80	\$21.48	\$29,320.20	\$44,678.40
IV	A	\$21.59	\$29,470.35	\$44,907.20	\$22.12	\$30,193.80	\$46,009.60	\$22.72	\$31,012.80	\$47,257.60
	B	\$21.59	\$29,470.35	\$44,907.20	\$22.12	\$30,193.80	\$46,009.60	\$22.72	\$31,012.80	\$47,257.60
V	A	\$22.77	\$31,081.05	\$47,361.60	\$23.33	\$31,845.45	\$48,526.40	\$23.97	\$32,719.05	\$49,857.60
	B	\$23.46	\$32,022.90	\$48,796.80	\$24.04	\$32,814.60	\$50,003.20	\$24.70	\$33,715.50	\$51,376.00
VI	In yr 21	\$29.09	\$39,707.85	\$60,507.20	\$29.81	\$40,690.65	\$62,004.80	\$30.62	\$41,796.30	\$63,689.60

All new employees, whether 10 or 12 months, will be placed on the above grid.

Level VI is a super step for those employees who have completed 20 years of service as a member of the administrative assistants unit.

On hiring, a Superintendent may advance an employee on a compensation scale beyond their years of experience.

6-1 Any unit member who has earned an Associate’s Degree will receive an annual stipend of \$500. Any unit member who has earned a Bachelor’s Degree will receive an annual stipend of \$1,000. Any unit member who has earned a Master’s Degree will receive an annual stipend of \$1,500.

6-2 Administrative assistants who are requested by administration to work beyond their 40 hour work week, will be paid time and one-half for the additional hours. All time must be logged and initialed by a supervisor.

6-2.1 Stipends:

Graduation Coordinator: FY23 \$1300.50 FY24 \$1326.51 FY25 \$1353.04

Circuit Breaker Coordinator:

 Level A FY23 \$1300.50 FY24 \$1326.51 FY25 \$1353.04

 Level B FY23 \$1430.55 FY24 \$1459.16 FY25 \$1488.34

 Level C FY23 \$1560.60 FY24 \$1591.81 FY25 \$1623.64

6-4 **Longevity:** All members of the unit shall be entitled to an annual longevity stipend in their tenth (10) year of service. Said stipend will be paid in a lump sum no later than January 31st of each contract year. Longevity is defined as continuous years of service in the Webster Public Schools, excluding any unpaid leaves of absence. A full year’s credit will be given if the employee works and/or is on paid leave for more than half their work year. (93 days for school year employees and 111 days for 12 month employees.).

6-4.1 Beginning in July 2015 the following longevity schedule will replace the one outlined in 6-4:

In years 5-9	\$300
In years 10-14	\$600
In years 15-19	\$1100
In years 20-24	\$1800
In years 25-29	\$2800
In years 30-34	\$3300
In years 35+	\$3800

6-5 In addition, any administrative assistant who was employed by the Webster School Department in another position for five or more consecutive years, will be granted credit for those years of service upon hire. Part time employment will be pro-rated to determine the equivalent number of full time years of service.

6-6 In addition to longevity, actual years of service will also be used to determine vacation and retirement benefits.

6-7 Any person hired after 7-1-2011 will be required to have direct deposit of their paycheck.

Article VII – Grievance Procedure

7-1 A grievance is hereby defined to mean a dispute involving the meaning, interpretation, or application of the contract.

7-1.1 Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.

7-1.2 Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

7-1.3 No reprisals of any kind shall be taken by any party of this contract Association, or any other participant in the grievance procedure by reasons of such participation.

7-1.4 A grievance that affects a group of employees from a different building, or department, or is of a general nature, may be submitted in writing by the Association to the Superintendent directly and the processing of such grievances shall be commenced at Level Two.

7-1.5 If an employee covered by this contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. At the request of the grievant, the Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

7-1.6 When a grievance arises, the grievance must be filed within ten (10) school days (or when school is not in session, fourteen (14) calendar days) from the day of the event upon which the grievance is based, or from the date when the employee had or should have had knowledge of the event.

7-2 Procedure

7-2.1 **Level One:** A member of the Association with a grievance shall present in writing to her immediate supervisor within ten (10) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

- 7-2.2 Level Two: In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor/principal, the grievance shall be reduced to writing and referred to the Superintendent within five (5) school days of the disposition under Level One.
- 7-2.3 Level Three: In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the grievance shall be referred in writing to the School Committee. At its next regular School Committee meeting, or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance.
- 7-2.4 Level Four: In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three, the unsettled grievance to arbitration. The grievance shall be submitted to the Board of Conciliation.

The arbitrator shall be without power or authority to modify or alter the terms of this contract. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be binding and final upon both parties. The costs of the services of the arbitrator shall be borne equally by the School Committee and the Association. No matter pertaining to a grievance procedure shall be included in an employee's personnel file unless so requested by the employee.

Article VIII – Reduction in Force/Transfers

- 8-1 In the event the School Committee decides to reduce positions or hours of positions in the bargaining unit, the School Committee will notify the Association and the affected employees of this fact at least thirty (30) days prior to the effective date of the reduction.
- a. The affected employee(s) may exercise bumping rights according to seniority within the bargaining unit provided that the employee has the present ability and qualifications to perform all aspects of the position bumped into including the acceptance of all hours of work associated with the position. **Seniority will be determined solely by date of hire.** School year employees will not have their time prorated.
 - b. In the case of layoff and recall when two (2) or more employees have the same seniority, the Superintendent of Schools will make the decision concerning layoff or recall.
 - c. In the event an employee is laid off, the School Committee will permit the employee to exercise recall rights as positions become available with a one (1) year period from the date of layoff. The administrative assistant may extend the recall period a second year if they submit a letter of interest in writing to the Superintendent by July 1. In the event any administrative assistant position is offered to the employee and the employee chooses not to accept the position, all future recall rights will cease at that time. The School Committee will notify laid off employees by certified mail of any posted positions that become available during the recall period. The employee is responsible for notifying the School Committee of any change of address during the recall period. Recalled employees shall be given credit for all service prior to the layoff, provided they return to work within the recall period.
 - d. All benefits to which the employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period, unless a benefit has been altered by contract agreement.

- e. Laid off employees may continue group health coverage during the recall period by contributing one hundred percent (100%) of the premium cost plus any administration fees.
- f. Recall will be in inverse order of layoff provided the individual possesses the necessary ability and qualifications to perform the available work.

8-2 **Transfers:** There will be no involuntary transfers of administrative assistants to another building.

Article IX – Scope of Agreement

- 9-1 No addition to, alteration, modification, or waiver of any terms or provisions of this agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Committee and the Association.
- 9-2 The failure, by either the School Committee or the Association in one or more instances to observe or enforce any of the provisions of this agreement shall not be construed to be a waiver of said provisions.
- 9-3 This agreement shall become effective July 1, **2022** and remain in effect until June 30, **2025**. Negotiations for a subsequent agreement will commence no later than the first Monday in March upon written request of either party.
- 9-4 Evaluation: It is understood that annual job performance evaluations will be done by the school building principals/supervisors, using the agreed upon evaluation form. (Appendix A)

Webster School Committee

Administrative Assistants Association

E. Consistently punctual					
F. Obtained prior approval for necessary absences.					
Comments:					

Section II: Additional Comments _____

Goals and Recommendations: _____

Overall Performance: _____ **Excellent** _____ **Above Average** _____ **Satisfactory** _____ **Below Expectations**

Signatures:
 Employee _____ Date _____
 School Principal _____ Date _____
 Assistant Superintendent for Business: _____ Date _____

The signature of the employee means that he/she has read this document. The employee may attach a written statement of his/her own. This document will go into the employee's personnel file. Please send completed form to the Assistant to the Superintendent for Business Office by January 31st.

Contract
Between
The Webster Administrative Assistants Association
And
The Webster School Committee

This Agreement is made and entered into by and between the
~~Webster Educators' Association~~ and the Webster School Committee
for the period of July 1, 2022 through June 30, 2025.

This contract amends the collective bargaining agreement which
was in effect from July 1, 2018 through June 30, 2022

Admin
Cust


Agreed this 27th day of October, 2022

Webster School Committee
Association

Webster Administrative Assistants
Association

Kelley S. ...

Linda M. ...

Kathleen Depierata

NA






