



AGREEMENT BETWEEN

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NORTH MIDDLESEX REGIONAL SCHOOL  
COMMITTEE

AND

THE MASSACHUSETTS SECRETARIAL  
ASSOCIATION/ NATIONAL EDUCATION  
ASSOCIATION  
NMEA UNIT

July 1, 2024 – June 30, 2027

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### **ARTICLE 1 - RECOGNITION**

The North Middlesex Regional School District Committee (hereinafter “District”) recognizes the North Middlesex Regional School District Secretarial Association/MTA/NEA (hereinafter “Association”) as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all secretarial employees of the District. This agreement, freely entered into by the District and the Association, has as its purpose, the establishment, promotion, and maintenance of harmonious relations between the parties and the establishment of an equitable and peaceful procedure for the resolution of differences.

### **ARTICLE 2 - ASSOCIATION SECURITY, DUES & AGENCY FEE**

1. Association Membership
  - A. Employees shall tender the initiation fee (if any) and monthly membership dues by signing an authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the District agrees to deduct Association membership dues levied in accordance with the constitution of the Association from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Association along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.
  - B. The Committee agrees to deduct from the salaries of its employees dues for the North Middlesex Regional School District Teachers Association, Massachusetts Teachers Association, and the National Education Association for any other aforementioned Associations as said employees, individually, and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Association or Associations. Employee authorization shall be in writing.
  
2.
  - A. The School Committee shall be under no obligation to take any disciplinary action against any employee for failing to comply with Section 1 above and the Association shall be solely responsible for enforcement of these provisions through appropriate legal proceedings.
  - B. The Association shall certify in writing the amount of the dues of the Association by October 1<sup>st</sup> each year.

### **ARTICLE 3 - MANAGEMENT AND EMPLOYEE RIGHTS**

1. This School Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of the North Middlesex Regional School District charged with the responsibility for the quality education in, and the efficient and economical operation of the District school system, it is acknowledged that the Committee has the final responsibility of establishing the education policies of the public schools of said District.

Nothing in the Agreement shall be deemed to derogate from or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth of the rules and regulations of any agencies of the Commonwealth except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law.

2. There shall be no discrimination by Superintendents or other agents of the District against any employee because of their activity or membership in the Association. The District further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order, which would violate this Agreement.

The parties to this Agreement agree that they shall not discriminate against any person because of race, color, sex, gender identity, religion, national origin, sexual orientation or disability. and that such person shall receive the full protection of this Agreement.

### **ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE**

Any changes to the Unit A grievance procedure will supersede the language in this Agreement.

1. Definitions
  - A. A “grievance” is a claim based on an event or condition, which affects the welfare and/or conditions of employment of a member or a group of members and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this agreement.
  - B. A “grievant” is the person or persons making the claim.

- C. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 2. Purpose
    - A. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3. General Rules
    - A. Every effort shall be made by the professional staff member and his/her immediate supervisor to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
    - B. Failure at any level of this procedure to appeal the grievance to the next level by filing a proper written statement within the specific time limits shall be deemed to be acceptance of the decision rendered at that level, and a waiver of the complaint and the right to proceed further under the grievance procedure.
    - C. No reprisal of any kind shall be taken by any party to the Agreement or by the Administration against any party in-interest, any witness, any member of the NMRSD Secretarial Unit, or any other participant in the grievance procedure by reason of such participation.
    - D. A grievance that affects or may affect a group or class of secretaries from more than one building or department, or is of a general nature, may be submitted in writing by the Professional Rights and Responsibilities (PR & R) Committee of the NMRSDDTA to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
    - E. Each written statement of a grievance beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied, the date when the grievance occurred, and the dates of all prior written presentations and shall be signed by the professional staff member and by the Chair of the Professional Rights and Responsibilities Committee.
    - F. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
    - G. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
    - H. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limited to the aggrieved staff member(s) and the Chair of the Professional Rights and Responsibilities Committee shall permit the aggrieved party or parties to proceed to the next level.

- I. Grievances already in progress at the close of the school in June shall continue to be processed over the summer. During the summer processing of grievances, all time limits shall be increased by five (5) school days, with school days construed to mean business days.
4. Grievance Procedure
    - A. Since it is important that grievances be processed as rapidly as possible, the grievance or complaint shall be filed within ten (10) school days after the event on which the grievance is based or within ten (10) school days from the date the grievant was aware of or reasonably should have been aware of the event on which the grievance is based, but not to exceed sixty (60) school days from the event on which the grievance is based.
    - B. Nothing herein contained shall be construed as limiting the rights of any secretary (ies) having a grievance / complaint to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without any further intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.
    - C. Pursuit of an informal resolution will not extend any of the timelines set forth in the formal procedure.
  5. Informal Procedure
    - A. The grievant (s) shall discuss the grievance with the Association's Building Representative.
    - B. If not disposed of to the satisfaction of the grievant by such discussion, the grievance will be presented orally to the appropriate immediate supervisor of the employee, either directly or through the Association's Building Representative with the objective of resolving the matter informally.
    - C. All decisions at this level shall be mutually agreed upon in a timely manner (see Level One) and reported in writing by the building representative to the immediate supervisor within five (5) school days.
  6. Formal Procedure Levels
    - A. Level One - Principal: If the grievance is not settled by such discussion, or in the event that no decision is rendered at the end of five (5) school days, the employee may, within five (5) school days thereafter, request that a grievance be presented by a member of the Professional Rights and Responsibilities Committee of the NMRSOTA Association in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement have been violated. The Principal has five (5) school days to meet with the grievant. Following this meeting, the Principal has ten (10) school days to render a decision.

- B. Level Two - Superintendent: In the event that the grievance is not disposed of to the satisfaction of the grievant at Level One, or in the event that no decision is rendered within ten (10) school days after initial presentation of the grievance, the grievant may, within five (5) school days thereafter, submit the grievance in writing to the Superintendent of Schools (with a copy to the Principal). The Superintendent or other Central Office Administrator shall meet with the aggrieved person and representatives of the NMRSD Secretarial Unit within five (5) school days after receipt of the dispute in an effort to settle the grievance. The Superintendent shall give his/her written answer to the grievant with a copy to the PR & R Chair within ten (10) school days of the Level Two meeting.
- C. Level Three - School Committee: In the event that the grievance shall not have been satisfactorily disposed of at Level Two or in the event that no decision has been rendered within ten (10) school days after meeting with the Superintendent, the employee may within five (5) school days thereafter, notify the said President and PR & R Chair, in writing, of the employee's desire to have the grievance presented to the School Committee. Within five (5) school days following the receipt of any such notice, the PR & R Chair, said President, and employee(s) shall meet to decide whether or not the Association shall present the grievance to the School Committee. If the decision is made to present the grievance to the School Committee, the grievance shall be presented in writing by the Association to the Chair of the School Committee within five (5) school days. Within ten (10) school days after receiving the written grievance, a subcommittee of the School Committee will meet with the PR & R Chair, said President and the employee in an effort to settle the grievance. The ultimate decision on the grievance at Level Three is, however, rendered by the full School Committee at the next normal or regular School Committee meeting.
- D. Level Four - Arbitration: If the grievance or dispute is not resolved at the end of Level Three, and it involves the claimed violation of an arbitral provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within fifteen (15) calendar days of the District's final answer in a preceding step.

The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the district unless otherwise agreed to by the parties involved. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes.

The Arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of the law.

The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not able to be arbitrated under this Agreement.

#### 7. Waiver of Grievance

- A. If at the end of ten (10) school days following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented as in the procedure set forth in Section 5, B or Section 6, A above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified, therefore, by the said section.

### **ARTICLE 5 - DISCHARGE, DEMOTION, DISCIPLINARY ACTION**

Section 1 - The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that an employee's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Superintendent determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand.

Section 2 - No employee covered under this Agreement will be reduced in compensation, denied a salary increase or step increment, disciplined, reprimanded, or discharged by any member of the Administration or by the Committee without good cause. It is expressly understood that this Article will not apply to probationary employees. Those individuals who have been employed by the North Middlesex Regional School District for 90 days or less will be considered probationary. An employee may be dismissed at any time during the probationary period.

An employee shall be entitled to have a representative of the Association present if required to meet with administrative personnel during the investigation of an alleged infraction of discipline or delinquency in professional performance that might lead to the discipline of the employee. This provision shall not apply to the non-renewal of a secretary's employment for a subsequent year.



Section 3 – Any written complaint regarding any secretary made to the Superintendent or any other administrator or to the Committee by any parent, student, teacher, administrator or other person will be promptly called to the attention of the employee involved.

Section 4 – No material derogatory to an employee’s conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature does not in any way indicate agreement with the contents thereof. The employee will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

#### **ARTICLE 6 - ASSOCIATION TIME OFF**

Two Association representatives shall be entitled to release time and/or leave not to exceed three (3) days to perform Association business during the workday. This will be considered paid professional time.

#### **ARTICLE 7 - SENIORITY**

The length of service of the employee as a member of this Association, in the North Middlesex Regional School District, shall determine the seniority of the employee.

Seniority where used in this Agreement shall be applied as follows:

1. For days off, shift assignments within job classification, holidays, and choice of vacation period, seniority in the Bargaining Unit shall be used.
2. For transfer or reassignment qualifications and seniority shall be used in accordance with the Article 8 on Job Posting and Bidding.
3. For promotions, seniority may be used in accordance with Article 8 on Job Posting and Bidding.
4. In the case of layoffs or reduction of personnel for lack of work by reason of fiscal cutback, the laying off or demotion of employees within each job classification shall be determined by length of continuous service as a member of this Association in the school district; that is, the employee with the least seniority in the Association shall be laid off or demoted first. Such employee due to be laid off shall have the right to bump other employees having less seniority in the same or lower classification.

In the event any employee (s) covered by the Contract is (are) dismissed from service or laid off as a result of district-wide reduction in staff, employees so laid off shall be offered the first opportunity to fill any vacant position, or any newly created position, covered by the bargaining unit, subject to the following conditions:

1. The District's responsibility is to offer positions at the same or lower classification for a period of two years after the employee's dismissal or layoff.
2. The most senior employee dismissed and/or laid off shall be given the first opportunity. If that employee does not take the position, it shall be offered to other such dismissed or laid off employees in descending order of seniority.
3. If a former employee accepts such an offered position, and such position is different from that which the former employee was previously regularly assigned, there shall be a 60-day period of probationary employment. If, during said period, the applicable department head recommends that the employee's services be terminated because he/she is not qualified or capable of performing the duties of that position, in such instances the employee that is released will be placed back on the seniority list and shall have full rights to be recalled.  
It is further understood that the District and the Association agree that employees who are released under this Article will have right to recourse under Article IV of this Agreement.
4. Any former employee returning to employment under the procedure set forth above shall return with his/her former seniority status, provided, however, that any intervening time out of service shall not be counted towards calculating seniority.
5. There will be no loss of seniority if an employee transfers from one position to another position within the Contract.

#### **ARTICLE 8 - JOB POSTING AND BIDDING**

Vacancies for all secretarial positions will be advertised on the district website and posted within the schools for a period of at least ten (10) days and secretaries will be eligible to apply for any job openings within the school system. The district will electronically notify staff when a new position is posted within the district. Consideration will be given to those employees within the system. Within a reasonable length of time of the posting period, the employer will award the position to the most qualified applicant with seniority being considered a factor.

#### **ARTICLE 9 – FULL AND PART TIME**

1. Bargaining unit employees working twelve (12) months and at least 20 hours/week shall be considered full time and shall receive holiday, vacation, and sick leave benefits in accordance with the average daily hours worked.
2. Bargaining unit employees who work ten (10) months and at least 20 hours/week shall receive holiday and sick leave benefits in accordance with the average daily hours worked.
3. Part time secretaries working less than 20 hours/week will be compensated in accordance with the pay scale established for the job classification in which they are employed and shall not be eligible for

any further benefits.

### **ARTICLE 10 - HOURS OF WORK**

The regular hours of work each day shall be consecutive, except for interruptions for rest periods and lunch periods. The normal work week shall consist of five consecutive eight-hour days Monday through Friday, beginning no earlier than 6:30 and ending no later than 5:00 p.m.

1. Except for emergency situations, work schedules shall not be changed, unless the employees and the District mutually agree upon the changes.
2. All employees will be paid a regular full day's pay when there are delayed openings and early releases due to weather or other emergency conditions.
3. There will be an In-district child care program starting in SY 21-22; secretaries in AES and SECC will have added responsibilities and work hours will change.

### **ARTICLE 11 - PAYCHECKS**

Paychecks will be issued at least biweekly for all 12-month employees.

10-month secretaries will be paid according to one of the following options:

- a. Twenty-six (26) equal payments - 1/26 of the contract payable biweekly on each payday to the close of school in June, the unpaid balance to be met in one lump sum payment on the payday following the last day of work OR
- b. Twenty-six (26) equal payments - 1/26 of the contract payable biweekly on each payday to the close of school in June, the unpaid balance to be paid in equal biweekly payments for the months of July and August.

Ten-month secretaries may elect one of the above options by filing a request in writing to the Superintendent of Schools on or before May 1st, preceding the school year of implementation. The employee will continue to be paid consistent with the pay schedule options outlined above, until such time as he/she notifies the Superintendent in writing by the May 1st preceding the school year he/she wishes the change.

### **ARTICLE 12 - INCLEMENT WEATHER**

- Due to personal safety considerations and to align with the faculty and other support staff, in the event of what is commonly called "snow days," all employees who work between 200 and 260 days shall receive the day off with pay. In the case of consecutive snow days, the district will notify secretarial staff through a snow chain as to whether the individual needs to report to work on the second or subsequent day(s).
- 180/190-day employees do not work on non-school days.
- In the event of a delayed opening because of the reasons above, employees will report to work at the time determined by the District. Should the school district decide that said days will be remote

school days, the secretary will perform his/her duties from home.

#### **ARTICLE 13 - MEAL PERIODS**

All employees shall be granted a meal period of 1/2 hour and such meal period shall be determined by mutual agreement between the employee and the Building Administrator.

#### **ARTICLE 14 - REST PERIODS**

All employees' work schedules shall provide for a ten (10) minute rest period during each 1/2 shift.

#### **ARTICLE 15 - OVERTIME**

Employees that work over 40 hours in a week and are covered by this Agreement shall be paid overtime at the rate of 1 and ½ times his/her regular rate of pay. For the purpose of computing overtime, all hours worked, excluding sick time, for which the employee is compensated shall be regarded as hours worked. Where sick time is taken in a pay period, hours worked over 8 per day will be paid at time and ½. Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time shall be paid at the rate of time 1 and 1/2 for all hours worked on recall. Paid or "comp. time" at the rate of time and one-half for all hours worked on recall not to exceed an accumulation of 5 days comp. time.

Where possible, overtime shall be distributed within classification and work location and job assignment equally and impartially to all employees within the Bargaining Unit.

The District shall keep records of the overtime worked. In the case of a grievance involving such records, they shall be subject to examination by an Association Representative or representative.

Overtime work shall be voluntary with proper notice being given. There shall be no discrimination against any employee who declines to volunteer to work overtime.

Overtime must receive prior approval from the Building Principal.

If no volunteer, overtime will be assigned within the job assignment, on an equitable rotating basis.

For the purpose of computing overtime, all hours worked, or unworked, for which the employee is compensated shall be regarded as hours worked.

#### **ARTICLE 16 - VACATION**

Each twelve (12) month employee shall earn vacation leave with pay as follows:

Less than one year	-	One (1) day per month to ten (10) days
One year to three years	-	Fifteen (15) days
Four to ten years	-	Twenty (20) days
Eleven years to fifteen years	-	Twenty-five (25) days

If termination of employment is caused by death, accrued vacation payment shall be made to the employee's spouse, beneficiary, or estate. If an employee resigns in good standing, vacation will be paid out on a prorated basis. Upon termination of employment, the employee shall receive payment equal to the amount of accrued vacation pay he/she would have received had the termination not occurred.

Employees may carry over ten (10) unused vacation days to the following year. The carry-over vacation days will be lost if not used in the next vacation year as credited.

The employee must submit vacation requests to his/her immediate supervisor six weeks in advance of the date the vacation is to commence. The immediate supervisor will approve/disapprove the vacation request one week after receiving the request. Seniority will have preference. Vacations will not be approved two weeks prior to the new school year.

Ten-month and part-time (less than 20 hours per week), employees will not receive vacation time. Seniority in the bargaining unit will be used when calculating benefits.

#### **ARTICLE 17 - SICK LEAVE**

Date of hire to start of first full year (July 1)	1 1/3 days for each full month
Each full year July 1 to June 30	16 regular days 5 extended days
Ten (10) month Employees	13.3 regular days 2 extended days

Sick leave will begin the first day of the month in which the employee is hired.

Sick leave may be taken during the year it is earned, on a prorated basis. If an employee does not have sufficient unused accumulated sick leave time to adequately cover an illness, he/she may not be paid for days in advance of earning without the approval of the Superintendent. Sick leave is cumulative to a maximum of 140 days. A doctor's note is required for 3 consecutive sick days.

In addition to the sick leave aforementioned, from the start of the first full year, additional days per year

may be accumulated up to a maximum of 40 days, to be available in the event of a long term illness. This additional allowance may not be used until after all the aforementioned cumulative sick leave has been exhausted and then only upon certification by a medical doctor of a long term prognosis. After three (3) consecutive sick days, a doctor's certificate of fitness shall be presented upon return to work if requested by the Superintendent. Sick leave includes personal illness, family illness requiring employee's absence, and required medical examinations.

Sick leave may be granted for sickness or injury within the immediate family of the employee or another person living in the household for whose care the employee has sole responsibility. Immediate family includes the employee's spouse, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, or person actually living in the employee's household. Five or more consecutive days of sick leave require that a physician's certificate be submitted to the Superintendent, if requested, in writing. In case of absence due to an industrial accident, the District agrees to make up the difference between his/her regular wages and the amount received from Workers Compensation.

Sick leave benefits for employees working twenty or more hours per week, but less than full-time, will be prorated. Any accumulation, which present employees have at the effective date of this Agreement, shall be retained.

#### **ARTICLE 18 - RETIREMENT BONUS**

Any employee, upon completing the 15th year of employment with the District, shall become eligible for a sick leave buy-back upon retirement, or death. This retirement bonus will be in the form of a payment of \$50.00 a day for accrued sick days, up to a maximum of 60 days or a maximum bonus of \$3000.00. In the event of death, this bonus will be in the form of a payment of \$25.00 a day for accrued sick days, up to a maximum of 60 days or a maximum bonus of \$1,500.00.

#### **ARTICLE 19 - BEREAVEMENT LEAVE**

1. In addition to the provisions of Article 24, secretaries will be allowed up to five (5) days leave during the school year in any case of death in the immediate family.
2. The term "immediate family" means the secretary's spouse/partner, and the parents, children, siblings, grandparents, brother-in-law, sister-in-law, or grandchildren of the secretary or his/her spouse/partner, or other members of the immediate household.
3. These five (5) days shall be non-cumulative.
4. In addition to the provisions of Article 24, an absence of one day (non-cumulative) will be granted in the event of the death of an aunt, uncle, niece, nephew, or cousin of the secretary or spouse/partner.

5. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable a secretary to attend the funeral or to attend to family or personal matters arising because of the death. If additional days for bereavement are required, they may be granted at the discretion of the Superintendent. Additional days will be charged to sick leave.

#### **ARTICLE 20 – HOLIDAYS**

New Year's Eve & Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

The above days, including Good Friday when there is no school and/or professional development day, shall be considered paid holidays, and any other day that may be declared a holiday by the District. Holiday pay shall be paid at straight time. Good Friday, when taken for religious purposes, will be taken as a personal day. When there is school and/or a professional development day, Good Friday and shall be a floater taken during April vacation.

If a holiday falls on an employee's normal day off, a scheduled non-school working day will be considered the holiday. If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day. Any employee required to work on a holiday shall receive an amount equal to two times his/her regular rate of pay for all hours worked.

This benefit shall apply only to those employees who have worked the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday unless the absence is approved by the department head or supervisor. For the purpose of this contract, the workday shall include vacation, personal, or bereavement leave.

Secretaries will follow an early release day schedule on Thanksgiving Eve, when Secretaries shall be permitted to leave one (1) hour after all students are dismissed and all bus companies have confirmed the safe drop-off of all students of that particular school and without loss of pay. In the event school is not in session, Thanksgiving Eve will be a paid holiday.

**ARTICLE 21- EARLY RETIREMENT INCENTIVE**

Any employee working before July 1, 2015, shall be eligible for an early retirement incentive under the following conditions:

1. Any employee who has worked for at least twenty (20) years in the NMRSD shall be eligible to apply.
2. The employee must file a written application with the Superintendent by November 1 of the school year in which the employee intends to retire to be eligible for the lump sum payment, which shall be payable on or after the following July 1.
3. An eligible employee shall receive a lump sum payment based upon the percentage, as set forth below, of the difference between the employee’s salary and the beginning hiring level salary for that same year.

Age 50-54	80%
Age 55	100%
Age 56-60	70%
Age 61-62	60%
4. It is understood that the giving of notice of intent to retire pursuant to this provision is irrevocable, and the employee giving such notice shall be required to retire at the conclusion of the school year in which the notice of intent to retire is given.
5. At least five (5) employees will be entitled to retire pursuant to the provisions of this article. If the number of applicants exceeds the number of positions funded, then selection will be made on the basis of seniority in the District. If necessary, ties in date of seniority will be broken by a lottery.
6. Should the District accept an early retirement program offered by the State, any employee elected to participate in said program shall not be eligible for this early retirement incentive.

**ARTICLE 22 - PERSONAL LEAVE**

Four (4) days /three (3) days for 10 month employees for leave of absence without loss of pay or benefits in full or one-half (1/2) day increments may be granted for personal, legal, business, household, or family matters which require absences during work hours, provided that:

- A. Written notice to the appropriate supervisor has been given no less than two business days before such leave is to take place.
- B. In case of an emergency, the supervisor may waive the notification requirement.

Personal leave days will not be granted for the workday before or after a holiday, vacation period or other leave of absence without prior approval. Leave days are generally not granted in the first and last weeks of school. Grievances on this matter will stop at the level of the Superintendent.



Personal leave is appropriate for the following and similar reasons:

1. Serious illness in the immediate family or of any person for whose welfare the employee is solely responsible
2. Necessity of taking either (1) member of the immediate family or (1) person for whose welfare the employee is sole responsible to the hospital or of bringing him/her home when no one else is available
3. Court appearance
4. Family catastrophe
5. Attendance of employee at college graduation of a member of immediate family or of any person for whose welfare the employee is solely responsible
6. Personal bank business such as a mortgage or real estate closing

Secretaries shall earn personal leave on the first day of each month that they are employed with the District at the following rates:

- a. One-quarter (1/4) day per month for 10-month employees, up to a maximum of three (3) days.
- b. One-third (1/3) day per month for 12-month employees, up to a maximum of four (4) days.

Secretaries may use up their annual accrual in full or one-half (1/2) day increments at any point in the year, provided their leave request is approved consistent with the terms of the CBA. In the event that a secretary leaves the District's employ prior to accruing sufficient personal time to cover personal time taken, the District will reduce the final pay of the secretary by the value of the personal time accordingly.

As an example of the accrual provided under this Paragraph #3, the following chart shows how an employee will accrue personal time throughout a fiscal year based on their first day of employment:

	10-month employee		12-month employee	
Employed July 1	0.25	Total: .25	0.33	Total: 0.33
August 1	0.25	Total: 0.5	0.33	Total: 0.66
September 1	0.25	Total: 0.75	0.33	Total: 1.00
October 1	0.25	Total: 1.0	0.33	Total: 1.33
November 1	0.25	Total: 1.25	0.33	Total: 1.66
December 1	0.25	Total: 1.5	0.33	Total: 2.00
January 1	0.25	Total: 1.75	0.33	Total: 2.33
February 1	0.25	Total: 2.0	0.33	Total: 2.66
March 1	0.25	Total: 2.25	0.33	Total: 3.00
April 1	0.25	Total: 2.5	0.33	Total: 3.33
May 1	0.25	Total: 2.75	0.33	Total: 3.66
June 1	0.25	Total: 3.0	0.33	Total: 4.00

For example, a 10-month employee who is hired on September 1st will not accrue personal time until October 1st and will accrue a total of 2.25 days in the fiscal year. However, due to the requirement to take personal days in full or half-day increments, the employee would only be able to take 2.00 personal days in the fiscal year. The remaining balance will not carry over to the following fiscal year.

#### **ARTICLE 23 - JURY PAY**

The District agrees to make up the difference in an employee's wages between a normal week's wage and compensation received for jury duty.

## **ARTICLE 24 - FAMILY AND PARENTAL LEAVE**

### **1. Family Leave**

A. In accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA), the District will grant full and regular part-time secretaries with at least one year of active employment upon, if possible, thirty (30) days notice up to twelve weeks of unpaid leave during any twelve-month period for any of the following reasons: (1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; (2) to care for a child, spouse, or parent with a serious health condition; or (3) because the employee's own serious health condition makes the employee unable to perform his or her job. A "serious health condition" is an illness, injury, impairment, or physical or psychological condition that involves either inpatient care at a health care facility or continuing treatment by a healthcare provider. Employees may use up to 12 weeks of accrued personal sick leave.

### **2. Parental Leave Pursuant to M.G.L. Chapter 149, Section 105D For the Birth of the Employee's Child**

A. Upon receipt of at least two week's written notice of a secretary's anticipated date of departure and intention to return, the District shall grant a leave of absence for parental leave for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D for the birth of employee's child to secretaries who have completed their probationary period, but are not eligible for FMLA leave. Except to the extent covered by sick leave as set forth below, parental leave shall be without pay.

B. A secretary who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days the secretary is disabled and unable to work. The Committee may require a secretary to submit medical evidence verifying the disability.

### **3. Extension of Short Term Leave**

A. The above leaves may be extended by mutual agreement between the secretary and the Superintendent in order that a secretary who has been on FMLA or short-term parental leave status may return at an appropriate time in consideration of the students' program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from pregnancy extends beyond the above time periods.

### **4. Extended Child-Rearing Leaves**

- A. In the event a secretary desires a leave longer than the above statutory periods, the procedure listed below shall be followed:
  - B. Written notification of the request is to be given to the Superintendent as soon as possible, but not less than three (3) months prior to the beginning of the extended leave. Said child-rearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) if, up to this time, she can, in the opinion of her physician, perform her duties satisfactorily.
  - C. The child rearing leave will terminate one year from the first of September following the birth of the child, or sooner if the secretary and Superintendent so agree. Unless the secretary returns to work at the expiration of the leave or any extension thereof, "the secretary shall be deemed to have voluntarily resigned her/his employment".
  - D. Not later than January 15, the secretary shall notify the Superintendent in writing or his/her intent to return to the district the following September. She/he may at that time request an extension of leave for one year with notice of return to be written at the later date. Extensions may be granted at the discretion of the Superintendent.
  - E. All notices of intent to return to the district shall be accompanied by a physician's certificate indicating that the secretary is in good health and capable of resuming her duties. Upon her return to work, she will be granted her previous position or the most comparable position available.
  - F. A secretary on extended child rearing leave shall not receive any salary for that period of time or any payment for accumulated sick leave.
  - G. All benefits, including unused accumulated sick leave, will be restored to the secretary upon her return from leave.
  - H. A secretary on leave beyond the requirements of the Family Medical Leave Act will be entitled to Cobra health benefits only.
5. Adoptive Leave Pursuant to M.G.L. Chapter 149, Section 105D
- A. Eight-week leave of absence without pay will be granted to an employee adopting a child under 18 years of age (M.G.L., C. 149, § 105D)
  - B. Parents adopting a child shall be granted "parent leave" under the following conditions:
    - a. If the child is less than one year of age, said leave shall not exceed one year from the date the child is received by the parents.
    - b. If the child is one year of age or older, said leave shall not exceed 40 days from the date of custody.

- c. Notwithstanding said leave will not extend beyond September 1 of the school year following the year in which custody occurs.
- d. In no event shall the minimum parent leave be less than 40 days.
- e. Any extension of parental leave shall be at the discretion of the Superintendent.
- f. Such requests shall be made in writing to the Superintendent.

#### **ARTICLE 25 - SMALL NECESSITIES ACT**

Employees with at least one year of active employment shall be granted up to 24 hours in any 12-month period for:

1. Children's needs (parent-teacher conferences, school activities, dental-medical, including regular check-ups and vaccinations);
2. Elderly parents' needs (dental-medical, other professional appointments related to elder's care, interview with nursing homes, etc.)

Such time will be charged to personal time or vacation time.

#### **ARTICLE 26 - LEAVE OF ABSENCE**

Leaves of absence without pay up to one year may be granted:

1. When an employee is ill and has exhausted his/her sick leave
2. For an employee who desires to further his/her education.
3. In other cases agreeable to both parties.

Such leave shall not be unreasonably denied.

#### **ARTICLE 27 - HEALTH AND WELFARE**

##### 1. Health Insurance

Health insurance offerings for employees shall be determined by the School District. If an employee chooses to participate in health insurance offered by the district, the cost of premiums shall be at the rate of seventy-five percent (75%) paid by the school district and twenty-five percent (25%) paid by the employee.

As an incentive to help the district contain the cost of providing health insurance benefits, the district shall offer 'opt out' payments to any member of the Secretarial Unit hired before July 1, 2018 who chooses or has previously chosen not to enroll in health insurance coverage provided by the District. These 'opt out' payments shall be paid in twelve equal installments, totaling \$2,500 for a family plan

and \$1,250.00 for an individual plan, payable monthly in the first scheduled paycheck of each month. It is understood that this opt out payment is considered taxable income.

Secretarial employees shall have the option to discontinue opt out payments and enroll/re-enroll in district-provided health insurance coverage during annual open enrollment periods, or any time due to a qualifying event. In the event of such discontinuation, the opt out program will be discontinued effective the same month that withholding of health insurance premiums begins.

2. Life Insurance

- A. The District agrees to provide life insurance and accidental death & dismemberment in the amount of \$10,000 for all active staff at 65% contribution of the premium by the District, 35% by the employee.
- B. The District will provide additional group voluntary life and accidental death & dismemberment insurance policy at 100% contribution by the employee

3. Long Term Disability

- A. The School Committee agrees to provide a long-term disability insurance plan.
- B. The entire premium cost will be paid by the employee.

4. Dental Insurance

- A. The Committee agrees to provide Delta Dental plan or other comprehensive dental plan.
- B. Employees shall pay 100% of the applicable premium.

5. All premium payments will cease with the effective date of separation.

## **ARTICLE 28 - EVALUATION**

**Section 1** – A formal evaluation of a unit member will be conducted once annually, by the immediate supervisor (minimum supervisor/director licensure), prior to March 1. If three (3) or more criteria receive a rating of “needs improvement” and/or “unsatisfactory” a plan of improvement will be implemented and the unit member will receive said plan within five (5) days of receipt of his/her evaluation. A second evaluation will be completed by May 30. In the event the second evaluation determines that a plan of improvement is still needed, one will be in place for the next school year and the above process will be repeated. If at the end of the second school year, said employee receives an unsatisfactory evaluation (see above), said employee may be dismissed for cause. After three (3) years of successful evaluations, a unit employee will be evaluated every other year.

**Section 2** - Between November 1 and March 1, a unit member will be observed through the use of multiple, informal, unannounced walk-throughs in his/her environment. All formal monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge.

If at any time it is apparent that a unit member is in need of remediation, the issue will be addressed within (2) two days from when observed.

**Section 3** - The evaluator will complete the standard evaluation form (Appendix A) and provide a copy of the evaluation to the unit member no later than March 1. Within five (5) school days, the unit member will have the opportunity to meet with his/her evaluator.

**Section 4** – Should the unit member disagree with the contents of the evaluation, he/she will be given the opportunity to submit, within ten (10) school days, a written response which the supervisor will initial and attach to the original report.

*Refer to Appendix B for a link to job descriptions and evaluation tools.*

### **ARTICLE 29 - MISCELLANEOUS PROVISIONS**

1. Bulletin Board - The District agrees to allow the Association to use bulletin boards in convenient places in each work area.
2. Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.
3. Access to Premises - With prior notice, the District agrees to permit representatives of the association to enter the premises during breaks, mealtime, or after working hours for individual discussion of working conditions with employees, if they do not interfere with the performance of duties assigned to the employees.
4. Association Representatives - A written list of Association Representatives and other representatives shall be furnished to the District immediately after their designation, and the Association shall notify the District of any changes.
5. Travel - Employees traveling on district business shall be reimbursed at the prevailing District rate per mile and other approved expenses.
6. Professional Development- Upon recommendation of their immediate supervisor and approval of the Superintendent and availability of funds, employees may be permitted to attend one workshop/conference per year (which relates to their employment) with travel reimbursement and no loss of pay.

### **ARTICLE 30 - CONTINUATION CLAUSE**

If for any reason, the contract is expired and negotiations have not been completed, the said contract shall stay in effect until a new one is settled.

### **ARTICLE 31 - TUITION REIMBURSEMENT**

- A. All members shall be reimbursed for the tuition cost for professional development courses, up to the actual cost, not to exceed the cost of a 3 credit course, at a state college or university subject to the

following conditions:

1. Each member is eligible for 1 reimbursement per school year
2. Eligible members must notify the Superintendent in advance of commencing the course and must get approval to take course for reimbursement in order to be eligible for reimbursement
3. In order to receive the reimbursement, the member must submit original transcript of grade with at least B-/Pass, and copy of the pre-approval form signed by the Superintendent or her designee.

**B. Fund Cap**

1. A fund capped at \$4,200 will be available for tuition reimbursement.
2. Should the total tuition reimbursement requests exceed the funded amount for any given year, the district will equally proportion the reimbursements to those who have approval requests, thus resulting in reimbursements of less than the actual tuition amount.

**ARTICLE 32 - LONGEVITY**

1. Longevity will be provided in addition to the basic compensation as provided herein.
2. All members under the term of this agreement shall receive additional compensation upon completion of the 14<sup>th</sup> year and each year as hereinafter provided.
3. Said Sum will be paid with the first paycheck in December of each year. When resigning or retiring, longevity will be paid on the employee's last day.
4. Seniority in the bargaining unit will be used when calculating eligibility for longevity payments.

Years of Service	2024-2025	2025-2026	2026-2027
15 - 19	\$750.00	\$750.00	\$750.00
20 - 24	\$1,000.00	\$1,000.00	\$1,000.00
25 - 29	\$1,250.00	\$1,250.00	\$1,250.00
30+	\$1,500.00	\$1,500.00	\$1,500.00

**Article 33 - Safety and Cameras:**

- A. Security Cameras: The School Committee authorizes the use of security cameras in school district buildings and its property to ensure the health, welfare and safety of all students, staff and visitors, to deter theft, vandalism and other negative behavior, to safeguard district buildings, grounds and equipment and to monitor unauthorized individuals in or on school property. Security cameras/surveillance equipment will not be used for the purpose of evaluating bargaining unit members.

Secretaries will immediately report all cases of assault (verbal or physical) suffered by them in connection with their employment to the Building Principal in writing. This report will be forwarded to the Superintendent who will comply with any reasonable request from the staff member, for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as

liaison between the teachers, the police and the courts. The District shall take appropriate action to the extent permitted by law to provide support for any staff member who is assaulted by a student in connection with their employment. When requested, a staff member who has been assaulted by a student will be afforded the opportunity to meet with the Superintendent or their designee within one (1) school day of any alleged assault to develop a safety plan, in consultation with the educator, to protect the educator. The Superintendent retains final discretion over student removal from any class or program. Any staff member who is assaulted by a student may request a building administrator to conduct an inquiry based on the reported assault and communicate their findings in writing within five (5) school days after the meeting with the Superintendent/designee.

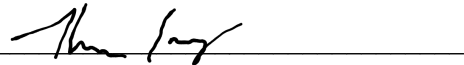
### ARTICLE 34 - DURATION

This Agreement between the District and the Association entered into on this 1st day of July 1, 2024, and shall continue in full force and effect to June 30, 2027.

For the North Middlesex Regional School District

Lisa Bloom

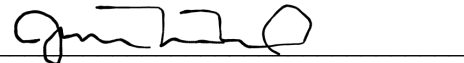




W. Hall



Patrick McPhillips





Jill Swigg

For the Secretarial Association

Ashlee Kehoe

Andrea Royer

Cheryl Wozniak

Andrea Purcell

Catherine Stepinski



## APPENDIX A - WAGES

No newly hired employee shall be placed on the salary schedule at an initial rate higher than a current employee with the same number of years' experience.

- Year 1: Effective July 1, 2024 step reset and increase the salary schedule by 3.0%
- Year 2: Effective July 1, 2025 increase the salary schedule by 3.5%
- Year 3: Effective July 1, 2026 increase the salary schedule by 3.5%

## APPENDIX B - JOB DESCRIPTIONS AND EVALUATION DOCUMENTS

[Final Job Descriptions and Evaluation/PIP](#)

### Secretary Salary Schedule

STEPS	7/1/24	FY 26	FY 27
	3%	3.50%	3.50%
STEP 1	\$21.10	\$21.84	\$22.61
STEP 2	\$21.74	\$22.50	\$23.29
STEP 3	\$22.39	\$23.17	\$23.98
STEP 4	\$23.06	\$23.87	\$24.70
STEP 5	\$23.75	\$24.58	\$25.45
STEP 6	\$24.47	\$25.32	\$26.21
STEP 7	\$25.20	\$26.08	\$26.99
STEP 8	\$25.96	\$26.86	\$27.80
STEP 9	\$26.73	\$27.67	\$28.64
STEP 10	\$27.54	\$28.50	\$29.50
STEP 11	\$28.36	\$29.36	\$30.38
STEP 12	\$29.21	\$30.24	\$31.29
STEP 13	\$30.09	\$31.14	\$32.23
STEP 14	\$30.99	\$32.08	\$33.20
STEP 15	\$31.92	\$33.04	\$34.20