

**CONTRACT BETWEEN THE  
WILMINGTON SCHOOL COMMITTEE  
AND THE  
ADMINISTRATIVE ASSISTANTS UNIT OF THE  
WILMINGTON TEACHERS' ASSOCIATION  
JULY 1, 2025-JUNE 30, 2028**

## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>PAGE NUMBER</b>
Table of Contents	2
Preamble	3
Article I Recognition	4
Article II Grievance Procedure	5
Article III Arbitration	8
Article IV Management Rights	9
Article V No Discrimination	9
Article VI Salaries	10
Article VII Parental Leave	11
Article VIII Transfers, Vacancies, Promotions	12
Article IX Reduction in Force	14
Article X Conferences and Workshops	14
Article XI Longevity	15
Article XII Personal Leave	15
Article XIII Bereavement Leave	16
Article XIV Sick Leave	17
Article XV Sick Leave Bank	18
Article XVI Holidays	19
Article XVII Work Day and Work Year	19
Article XVIII Vacation Benefits	21
Article XIX Retirement Bonus	22
Article XX Evaluation	22
Article XXI Separability and Savings	22
Article XXII Duration	23
Article XXXIII Union Rights	23
Article XXIV Discipline and Discharge	24
Article XXV Subcontracting	24
Signature Page	25
Appendix A Salary Schedule	26

**AGREEMENT BETWEEN THE WILMINGTON SCHOOL COMMITTEE AND  
THE ADMINISTRATIVE ASSISTANTS UNIT OF THE WILMINGTON  
TEACHERS' ASSOCIATION**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into this 1<sup>st</sup> day of July 2025, by the Wilmington School Committee (hereinafter sometimes referred to as the 'Committee') and the Administrative Assistants Unit of the Wilmington Teachers' Association (hereinafter sometimes referred to as the 'Association').

**PREAMBLE**

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Association, to provide for the operation of our school buildings under methods which will further, to the fullest extent possible, the safety, welfare and health of the school children of the Town of Wilmington under conditions which will insure uniformity of conditions of employment, economy of operations, quality and quantity of performance.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association; to formulate work rules to govern the relationship; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Association perform their duties; to provide an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the education system of the Town of Wilmington.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Educational Reform Act the Superintendent or their designee and/or Principal(s) must now do so. It is the party's intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein. However, the parties also recognize that the Education Reform Act may have an impact on, or prevent the fulfillment of certain obligations of this Agreement. When such a situation occurs, the Superintendent or their designee will notify the WTA and the parties will meet to discuss and resolve the issue in a manner which gives full effect to the Education Reform Act and the parties' intent as contained in this Agreement.

## **ARTICLE I RECOGNITION**

### Section 1

In recognition of the fact that a majority of the employees in the Unit described below in an election conducted by the Massachusetts Labor Relations Commission in Case No. MCR-1045 as subsequently clarified by agreement of the parties in Case No. CAS-2031, has certified the Wilmington Teachers' Association as their bargaining representatives on all matters cognizable as subjects of collective bargaining under the provisions of General Laws, Chapter 150E, the Committee recognizes the Association as the exclusive bargaining agent for the employees in the following Unit for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

#### Support Staff:

- A. All administrative assistants and support staff who are scheduled to work a forty (40) hour week, eight (8) hours per day for a fifty-two (52) week period (260 days annually). Said employees shall be recognized in this Contract as "Schedule A" employees.
- B. All administrative assistants and support staff who are scheduled to work a thirty-five (35) hour week (7 hours per day) for two hundred five (205) days annually. Of those days, one hundred eighty (180) days are worked on days when school is in session and the remaining twenty-five (25) days are scheduled by the supervisor in conjunction with the administrative assistant and will be updated on the in-out calendar as required. If needed, a Schedule B administrative assistant may be requested to work an additional 4 days, up to a total of 209 days, which request shall not be subject to the grievance procedure. Said employees shall be recognized in this Contract as "Schedule B" employees.
- C. All administrative assistants and support staff who are scheduled to work a thirty-five (35) hour week (7 hours per day) for one hundred eighty-nine (189) days annually. Of those days, one hundred eighty (180) are worked on days when school is in session and the remaining nine (9) days are scheduled before and/or after the school year with the approval of the supervisor. Said employees shall be recognized in this Contract as "Schedule C" employees.
- D. Administrative Assistant hours are to be determined by their Supervisor/Administrator after consultation with the Administrative Assistant.

### Section 2

This is a complete Agreement between the parties covering all subjects of bargaining for the term hereof.

Except as set forth below in the Section, the Committee shall not be under an obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

Should the School Committee contemplate a change of existing committee policy not covered by this Agreement which affects wages, hours and other conditions of

employment of employees covered by this Agreement, the School Committee shall notify the Association regarding such changes and shall meet to negotiate concerning such change.

In the event that agreement is mutually reached either pursuant to this Section or on a voluntary basis between the Committee and the Association they will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this Agreement.

### Section 3

The Committee recognizes the right of the Association to collect an agency fee from all non-members for whom the Association bargains. As a condition of their continued employment while this Agreement shall continue in effect, every employee covered by this Agreement is and when not a member in good standing of the Association, shall pay to the Association, a fee to be determined by the Executive Board of the Association but not to exceed an amount proportionately commensurate with the costs of collective bargaining and contract administration; provided, however, that in no case shall such condition arise before the one hundred twentieth (120<sup>th</sup>) day next following the date of the beginning of the employee's employment or work year.

## **ARTICLE II GRIEVANCE PROCEDURE**

The Association shall have the right to initiate a grievance if it affects two or more members who do not work in the same building or for the same supervisor and to start it at Level 2. This shall be called a group grievance and will be handled by the President or Grievance Chairperson.

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to believe that the claim is true in fact.

### Section 1

For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Association and/or any member of the Unit involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

### Section 2

It is agreed that any individual member of the Unit or members of the Unit, if they so desire, shall have the right at any time to present grievances to a supervisor, the Superintendent, the Committee, or a representative of the Committee without the

intervention of the Association, provided that any adjustment of grievances so presented shall not be inconsistent with the terms and conditions of this Agreement, and provided further that a representative of the Association is to be given an opportunity to be present to such adjustment and be informed of the facts pertinent thereto. The Association will be provided with a copy of the remedy provided at any level of the grievance procedure.

### Section 3

A matter which is not specifically covered by any provision of this Agreement or which is reserved to the discretion of the Committee by the terms of the Agreement may not be the subject of a grievance under this Agreement. Nothing in this Agreement is to be construed as preventing a member of the Unit from discussing a problem with their immediate supervisor.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article.

### Section 4

No written communication, other documents, or record relating to any grievance shall be filed in the personnel file maintained by the School Department in the Town of Wilmington for any member of the Unit involved in presenting such grievance.

### Section 5

The purpose of the procedure set forth herein is to produce prompt, ethical and equitable solutions to these problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

### Section 6

If at the end of ten (10) working days next following the occurrence of any grievance or ten (10) days next following the date when the member of the Unit should reasonably have had first knowledge of its occurrence, the grievance shall not have been presented at Level One of the procedure set forth below, 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 level in the procedure shall not have been taken within the time specified therefore.

A. Level One

The grievance shall be presented in writing during non-working hours by the employee to the appropriate immediate supervisor and/or principal of the employee.

B. Level Two

If at the end of five (5) work days next following such presentation the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing within five (5) work days to the Superintendent, who shall within ten (10) work days thereafter meet with the employee and/or the Association Representative in an effort to settle the grievance.

C. Level Three

If at the end of ten (10) days next following the meeting with the Superintendent or their designee the grievance shall not have been disposed of to the satisfaction of the member of the Unit, the member of the Unit may refer the grievance in writing to the Chairperson of the School Committee within five (5) work days. The School Committee or its designated representative and the member of the Unit shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) work days after receipt of an appeal from Level Two. The School Committee will give its written answer to the grievance within five (5) work days following the conclusion of the meeting.

D. Level Four

If no satisfactory settlement is made, and if the grievance shall involve an interpretation or application of a specific provision of the Agreement, the Association may appeal to arbitration by written notice of such intention to appeal within five (5) work days after receipt of the written answer under Level Three. No matter involving grievances presented by employees covered by this Agreement may be referred to arbitration without the approval of the Association. The appeal to arbitration shall be processed in accordance with the conditions and procedures set forth in Article III, (Arbitration).

Section 7

A grievance not initiated within the time specified shall be deemed waived. Failure of the employee filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee or its representatives at any level to answer an appeal within the time limit specified shall mean that appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

### Section 8

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### Section 9

Notwithstanding the provisions of Section 2 of this Article, the individual member of the Unit, if they so desires, shall have the right to be represented by the Association at the appropriate level of the grievance procedure.

## **ARTICLE III ARBITRATION**

### Section 1

In the event the Association or the Committee elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) work days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) work days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules which apply to the hearing.

### Section 2

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present or future member of the Committee or the Association have any personal obligations for payment under the provisions of this Agreement.

### Section 3

The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. He shall arrive at this decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights of authority of the Committee other than those expressly set forth herein. Subject to the forgoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding

upon the Committee, the Association and the member or members of the Unit who initiated the grievance.

#### Section 4

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

It is the express intention of the parties hereto that the Arbitration Procedures defined in this Article be limited to matters involving the interpretation and application, claim of breach, or violation of this Agreement. No other subject, direct or collateral, shall be arbitrable except by written mutual agreement signed by the Association and the Committee.

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence. Any party raising the issue of arbitrability shall first proceed on that matter.

### **ARTICLE IV MANAGEMENT RIGHTS**

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 derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in the Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

### **ARTICLE V NO DISCRIMINATION**

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and/or participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid of protection.

## **ARTICLE VI SALARIES**

### Section 1

The basic salary schedule for employees covered by this Agreement is set forth in Appendix A. Schedule A members will be paid on a twenty-six (26) pay period schedule. Schedule B and C administrative assistants shall have the option to be paid over a twenty-one (21) or twenty six (26) pay period cycle. Administrative Assistants electing either payment option must give written notice of their choice to the Assistant Superintendent of Administration and Finance by June 1 of the preceding school year. Each employee in these categories shall be paid in accordance with the option of their choice unless or until they notify the Assistant Superintendent of Administration and Finance in writing by June 1 of the preceding school year of their desire to change the opted method of payment.

### Section 2

Compensation shall be paid at time and one half (1 1/2) the regular hourly rate, only on such occasions as an administrative assistant is required and requested by their immediate superior or superiors to perform additional work beyond forty (40) hours per week.

### Section 3

Deductions are to be made from salary payments according to the prevailing practice at the effective date of this Agreement.

### Section 4

A separate check will be given for vacations.

### Section 5

Placement of newly hired administrative assistants shall be based on experience and qualifications for the position and shall be at the sole discretion of the Superintendent. The Association will be notified of the name of any newly hired administrative assistant along with their assignment.

### Section 6

Members of the bargaining group will be eligible to participate in the voluntary 100% employee-funded group dental insurance plan.

### Section 7

All bargaining unit members must use direct deposit to receive their paycheck. All members will receive all pay stubs via electronic means.

### Section 8

Effective July 1, 2026, the District will pay an annual stipend in the amount of \$500.00 to each bargaining unit member who possesses at least an associate's degree from an

accredited college or university. In order to be eligible for this stipend, a bargaining unit member must submit sufficient written documentation of their degree to the District.

## **ARTICLE VII PARENTAL LEAVE**

### Section 1

Upon receipt of at least two (2) weeks' written notice of their anticipated date of departure and intention to return, the Superintendent shall grant an eight (8) week leave of absence for the purpose of parental leave to any employee who has performed their regular duties for at least three months following initial employment but less than one full work year, in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D. Upon return from an eight (8) week parental leave of absence, the employee shall be restored to the employee's previous, or a similar, position. An employee may use accumulated sick leave for a parental leave during said eight (8) week period, during such period as the employee is disabled. The Superintendent may grant unpaid leave beyond the eight (8) weeks at their discretion and such decision is not arbitrable. Non-birth and/or adoptive parents may use accumulated sick leave for up to two (2) weeks of the parental leave.

### Section 2

A full-time administrative assistant who has been employed one full work year may apply for, and be granted, a twelve (12) week leave pursuant to the Family Medical Leave Act of 1993 (FMLA) and the Committee's FMLA policy. Such administrative assistant should obtain a copy of this policy for the duties and obligations of the Committee and the employee.

### Section 3

In the event the member of the Unit desires a leave longer than the eight (8) weeks provided by G. L. c. 149, paragraph 105D, or the twelve (12) weeks provided by FMLA, the below listed procedure shall be followed.

### Section 4

By prior written agreement with the Superintendent, the maternity/paternity leave of absence may be extended to the first day of the next work year following the birth of the child (or the first day of the subsequent work year if the administrative assistant has been employed for more than two (2) years).

### Section 5

The member of the Unit must notify the Superintendent in writing by the first of March in the calendar year in which their maternity leave expires of their intention to return at the beginning of their work year or their intention to retire or resign from the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

#### Section 6

In the event of unforeseen circumstances that were the basis for the leave, the member of the Unit may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent in the case of a comparable vacancy.

### **ARTICLE VIII TRANSFERS, VACANCIES AND PROMOTIONS**

#### Section 1

Administrative assistants who desire a transfer will submit a written request for such transfer to the Superintendent or their designee no later than the June 1 preceding the school year for which the transfer is requested. As soon as practical, and normally not later than August 1, the Superintendent or their designee will notify the administrative assistant of the disposition of the request. The wishes of the individual administrative assistant will receive fullest consideration, but the needs of the School System will be the controlling factor as decided by the Superintendent or their designee. The Superintendent's or their designee's decision shall not be subject to arbitration.

#### Section 2

When involuntary transfers are necessary, an administrative assistant's skills, quality of performance and length of service in the Wilmington School System will be considered. An involuntary transfer will be made only after a meeting between the administrative assistant involved and the Superintendent or their designee, at which time the administrative assistant will be notified of the reason for such transfer. When involuntary transfers are necessary, reasonable effort will be made to transfer the administrative assistant to a comparable position or level of responsibility. Reasonable effort will be made to hold such transfers to a minimum, and such transfers will be made only for the good of the system.

#### Section 3

When a vacancy in an administrative assistant position occurs during the school year (September to June), it will be publicized by the Superintendent or their designee by means of a notice placed on every school bulletin board, at the Central Office, and by e-mail to every administrative assistant as far in advance of the appointment as possible. During the months of July and August, written notice of such vacancy will be given to the Association and will be e-mailed to administrative assistants. Notice of vacancies posted during the summer will be sent to each administrative assistant who provides a self-addressed stamped envelope to the Office of the Superintendent prior to the end of the school year. In both situations, the qualifications for the position, its duties and the rate of compensation will be clearly set forth.

#### Section 4

All administrative assistants will be given an opportunity to apply for open positions in the Unit, and those applying will be granted an interview by the Superintendent or their

designee. In filling such vacancies and/or positions, consideration will be given by the Superintendent to members of the Unit. The Superintendent may award the position to an outside applicant provided there is no qualified applicant from the Unit. Qualified shall mean ability and skill level commensurate with the qualifications and responsibilities set forth in the position posting, including past performance evaluations and any performance task assigned as a part of the interview process. The Superintendent shall be the sole judge of qualifications, provided that such judgment shall not be exercised arbitrarily or capriciously. If two or more members of the bargaining Unit apply and are found equally qualified, the position will be awarded to the most senior qualified applicant from the Unit. The preference that an administrative assistant laid off pursuant to Article IX who applies for an open position in the Unit is within eighteen months from the effective date of their layoff entitled to will apply to this Section.

#### Section 5

Appointments will be made without regard to race, creed, color, religion, nationality, marital status or physical ability to not affect the job performance.

#### Section 6

The School Committee will post a copy of any notice or advertisement for any position it intends to fill or any program it intends to adopt. Such posting will be on the bulletin board at the Central Office and will be e-mailed to the members of the Unit.

After ninety (90) days, temporary administrative assistant positions not created due to illness or absence of regular employees, shall be posted either as temporary or permanent positions.

In the event of an opening created by illness of an administrative assistant who will be out for at least thirty (30) days, the vacancy created by their illness should be filled as a temporary opening as soon as possible after the beginning of the illness.

When it becomes necessary to temporarily fill an administrative assistant position not created by illness or absence of regular employees, the School Committee shall provide written notice to the administrative assistants Unit of its intention to fill the position. Such notice shall be given five (5) working days prior to filling the position and shall include an estimation of the time the temporary position may remain filled.

#### Section 7

Credit will be given for any previous administrative assistant experience, whether within education or not, but only upon initial employment, when recommended by the Superintendent of Schools or their designee, and when the School Committee believes such experience is applicable.

### Section 8 – Bumping Rights

An administrative assistant who leaves the Unit to accept a promotion or a non-bargaining position within the Wilmington Public Schools may bump back into the Unit with no loss of benefits or seniority within three (3) months of the effective date of transfer.

### Section 9

Any administrative assistant who is involuntarily transferred will keep the same salary level and number of days as worked in the previous year unless the Association agrees to a different level and number of days worked.

## **ARTICLE IX REDUCTION IN FORCE**

In the event the Committee determines to reduce the number of administrative assistants in the Unit by layoff during the term of this Agreement, the order of layoff shall be the reverse order of seniority subject to qualifications and skills within the classification. The Committee shall be the sole judge of qualifications and ability provided that such judgment shall not be exercised arbitrarily or capriciously.

- A. Bumping within classifications will be allowed.
- B. Bumping across classifications will be allowed only if no less senior employees remain in the same classification, and
  - 1) in the determination of the School Committee, the employee is qualified for the position and,
  - 2) they agrees to work a different work year.
- C. For the purpose of this Article, seniority shall be defined as total continuous years worked as an administrative assistant in the Wilmington School System regardless of the work year.

An administrative assistant laid off under this Article shall have preference for any job openings in the Unit for which they qualified for a period of eighteen (18) months from the effective date of the layoff.

## **ARTICLE X CONFERENCES AND WORKSHOPS**

### Section 1

Each year, three (3) administrative assistants shall be allowed to attend an annual Administrative Assistant Conference on a rotating basis with the advance approval of the Superintendent or their designee.

### Section 2

Administrative assistants shall be apprised through the Unit President of all workshops offered within the system, and may participate with the approval of their immediate supervisor and the Assistant Superintendent of Administration and Finance.

Section 3

Professional development opportunities will be provided for all employees in the Unit with a minimum of three hours being required per year during regular working hours as approved by the Superintendent or their designee.

Section 4

Training and workshops will be provided during the regular workday, whenever possible, for members of the bargaining Unit who are involved with new equipment or duties.

**ARTICLE XI  
LONGEVITY**

Beginning with the fifteenth year of employment, each member of the Unit will be entitled to annual longevity payments based on the schedule listed below:

**2025-2026, 2026-2027, 2027-2028 School Years**

Year 15 to Year 19	\$ 900.00 annually
Year 20 to Year 24	\$1,500.00 annually
Year 25 to Year 29	\$2,200.00 annually
Year 30 and thereafter	\$3,000.00 annually

Said payments will be made to employees over the number of pay periods by fiscal year, effective from the date of their anniversary date. Longevity calculation is pro-rated by fiscal year.

**ARTICLE XII  
PERSONAL LEAVE**

Section 1

It is recognized by all that absences interrupt the educational process and must, therefore, be held to an absolute minimum.

Section 2

Three (3) days' leave with pay may be granted for imperative personal business or religious obligations, which could not effectively be conducted outside of school hours.

Section 3

Administrative assistants are allowed three (3) personal days with pay per contract year, to be used with the advance approval of the Superintendent. Personal days are not cumulative from contract year to contract year. When requesting such personal leave the administrative assistant need not specify any reason other than 'leave – personal reasons' and must submit such requests, in writing, as soon as possible but not less than forty-eight (48) hours before the absence occurs. In no instance shall this leave be requested so as to extend a holiday or vacation.

#### Section 4

An administrative assistant may apply for a personal day on a day immediately before or after a holiday or vacation only for the express purpose of religious observance where such observance could not effectively be conducted outside school hours, and the Superintendent will grant the request with pay if the request does not exceed the number of possible personal days granted under the terms of this Agreement.

The Superintendent may approve a personal day on a day immediately before or immediately after a holiday or vacation for a purpose other than religious observance.

In such cases the administrative assistant must provide documentation to the Superintendent that clearly indicates the request for leave is not for the purpose of extending a holiday or vacation.

If all three (3) personal days are not used in a school year, any remaining personal days may be added to the accumulated sick days but in so doing may not exceed the maximum sick day accrual caps set forth in Article XIV, Section 1.

#### Section 5

Nothing in this Section shall preclude the Superintendent from granting additional personal leave without pay for reasons which they deem urgent. In such cases, deductions from salary shall be made on the basis of the administrative assistant's per diem rate for each day.

#### Section 6

Personal day leave cannot be taken on consecutive school days without the approval of the Superintendent.

### **ARTICLE XIII BEREAVEMENT LEAVE**

#### Section 1

A maximum of five (5) days' leave will be allowed generally at the time of death in the immediate family. This leave will be granted upon notice to the Superintendent and a notation will be made by the employee in ReadySub (or whatever reporting system is in current use) for the personnel records of the name and relationship of the deceased. "Immediate Family" is defined as wife, husband, fiancé, domestic partner, child, sibling, parent, parent-in-law, child's spouse, grandparents, grandchildren, and any relative residing in the same household. This will also include a loss of pregnancy.

#### Section 2

Two (2) day's leave will be granted in the case of the death of other relatives or a close friend. The leave must be approved by the Superintendent, and a notation will be made by the employee in ReadySub (or whatever reporting system is in current use) for the personnel records of the name and relationship of the deceased.

## **ARTICLE XIV SICK LEAVE**

### Section 1

New administrative assistants shall be entitled to sick days based on the schedule below:  
Start date to July 1<sup>st</sup>:

Schedule A administrative assistants-Sick days are accrued at 1/2 day per month up to a maximum of five (5) days.

Schedule B administrative assistants-Sick days are accrued at 1 day per every three (3) months up to a maximum of four (4) days.

Schedule C administrative assistants-Sick days are accrued at 1 day per every three (3) months up to a maximum of four (4) days.

- A) Full-time Schedule A administrative assistants shall be entitled to sixteen (16) days of sick leave per year, cumulative to the number of days worked per year.
- B) Full-time Schedule B administrative assistants shall be entitled to fifteen (15) days of sick leave per year cumulative to 205 days.
- C) Full-time Schedule C administrative assistants shall be entitled to fourteen (14) days of sick leave per year, cumulative to 189 days.

New administrative assistants shall be allowed to use up to seven (7) days of accrued sick leave upon commencing employment for the purpose of caring for a sick member of their immediate family; and on February 1<sup>st</sup>, the administrative assistant shall be allowed to use another seven (7) days of accrued sick leave for that purpose. An administrative assistant who has completed one school year of service shall be allowed to use up to fourteen (14) days of accrued sick leave per calendar year for time needed to care for a sick member of their immediate family. "Immediate family" will include parents, parents-in-law, spouse, domestic partner, children or a family member residing in the same household. The Superintendent, upon the request of the administrative assistant, may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness days shall be charged against sick leave and carries all the implications, requirements and responsibilities of sick leave.

In the event that a bargaining unit member takes a leave of absence under the Family Medical Leave Act ("FMLA") for a qualifying family member, they shall be entitled to use an additional six (6) days of their accrued sick leave per contract year for this purpose in addition to the seven (7) or fourteen (14) days they are entitled to use to care for a sick member of their immediate family, as outlined in the paragraph above. In no event may a bargaining unit member use more than twenty (20) days of their accrued sick leave to care for a sick member of their immediate family per contract year.

The maximum number of days any employee can buy-back under the provisions of this Article remains at 180 days.

### Section 2

Absence authorized by the Superintendent or their designee will not be considered as part of sick leave, and no Schedule B or Schedule C member shall be charged time against sick leave for any day that school sessions have been canceled.

### Section 3

Should a professional employee covered by this contract die while in the employ of the Wilmington School Committee, all accumulated sick leave, not to exceed one hundred eighty (180) days, shall be paid to his estate or other legal representative.

### Section 4

In recognition of dedicated services to the children of Wilmington" any member of this Unit who has worked for fifteen (15) years in Wilmington School System, upon their retirement shall be eligible to receive a lump-sum payment at the end of their final year of employment for all unused sick leave accumulated to that date as provided below.

Upon retirement the Committee will compensate each retired administrative assistant at the rate of fifteen (\$15) dollars for each unused day of cumulative sick leave available on the last day of the work year. Payment for these unused sick leave days will be available on August 1st or thereafter.

Payment of Unused Sick Leave on Retirement or Death: Upon retirement or death of an employee, the employee or the beneficiary on file with Middlesex Retirement shall receive compensation for unused accumulated sick leave.

Eligible members of the Unit who desire to participate in this program will notify the Superintendent or their designee in writing of their intention to retire, by December 1 prior to the year in which they retire of their intention to retire. The Unit member will have until 60 calendar days before their retirement date to rescind their letter of intent, after which the retirement will be irrevocable.

### Section 5

If a member is not out sick any days during the school year, they will receive an attendance incentive in the amount of \$250.00.

### Section 6

A bargaining unit member who leaves school due to illness prior to working more than one-half day shall be charged with one-half day of sick leave.

## **ARTICLE XV SICK LEAVE BANK**

The Committee agrees that the Administrative Assistants Unit of the Wilmington School System is part of the sick leave bank set forth in the Agreement between the Committee

and the Wilmington Teachers' Association and subject to all the provisions and terms pertaining to said sick bank.

**ARTICLE XVI  
HOLIDAYS**

All members shall receive thirteen (13) paid holidays per year as follows:

New Years Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

**ARTICLE XVII  
WORK DAY AND WORK YEAR**

Section 1

Schedule A positions in the Bargaining Unit scheduled to work 260 days annually are assigned as follows:

- High School – Administrative assistant
- Middle School – Administrative assistant
- High School Guidance Administrative assistant
- Special Education Administrative assistant (2)

Section 2

Schedule B positions in the Bargaining Unit scheduled to work 205 days are assigned as follows:

- Shawsheen School – Administrative assistant
- Woburn Street School – Administrative assistant
- North Intermediate School – Administrative assistant
- West intermediate School – Administrative assistant
- Middle School – Administrative assistant (2)
- Boutwell School – Administrative assistant
- Wildwood School – Administrative assistant

### Section 3

Schedule C positions in the Bargaining Unit scheduled to work 189 days are assigned as follows:

- High School – Administrative assistant
- Food Services Department – Administrative assistant
- Athletic Department – Administrative assistant
- Special Education – Administrative assistant

These are paid work days.

### Section 4

Wilmington part-time administrative assistants vacation days, sick time, personal days and holidays will be prorated based on the number of hours worked.

### Section 5

Any extra work that is to be done for an individual school, program or department during non-work-year time shall be offered to the specific incumbent employee in said school building, program or department first. The employee must be qualified to perform the 'extra work'. "Qualified" is solely determined by the primary building administrator or director or the Superintendent of Schools or their designee as applicable.

### Section 6

- a. Emergency Dismissal. In the case of a severe storm that forces administrators to dismiss students and teachers before the end of the scheduled day, all bargaining unit members shall be granted the same privilege with the exception of main office school administrative assistants. Main office administrative assistants may leave as soon as the buses for their schools have completed their runs.

With the announcement of "NO SCHOOL" as the result of a severe storm, Administrative Assistants Unit members will not be required to report for work if all offices are closed for the day.

- b. Safety Presence. No member of the Administrative Assistants Unit shall remain in a building alone without either an administrator or custodian present. If there is no administrator or custodian present, arrangements will be made for administrative assistants to work in a different location/building.

### Section 7

System Authorization and Direct Emergency Line, as follows:

- a. Principals, their designee(s) and administrative assistants are allowed to authorize access to the building. In addition, a direct Emergency 911 line shall be installed in all offices where bargaining unit members are situated.
- b. The District will provide training before any Unit Member will be expected to utilize security technology.

- c. Administrative Assistants representation shall be included in each pre-existing School Building Safety Committee

**ARTICLE XVIII  
VACATION BENEFITS**

Section 1

Schedule A members shall be entitled to paid vacation days based on the schedule below:

Start date to July 1st      Vacation time is accrued at 1/2 day per month up to a maximum of five (5) days.

Effective Annual Date – July 1

- One year to five years      10 days
- Six years to ten years      15 days
- Eleven+ years      20 days

Section 2

Schedule B members are entitled to vacation pay based on the schedule below:

Start date to July 1st      Vacation time is accrued at 1 day per every three (3) months up to a maximum of four (4) days.

Effective Annual Date – July 1

- One year to five years      9 days
- Six years to ten years      14 days
- Eleven+ years      18 days

Schedule B members are not eligible to use vacation time during scheduled work days. Payment for earned vacation time will be made as a separate paycheck the first pay period after the close of the fiscal year (June 30<sup>th</sup>) in which it was accrued.

Section 3

Schedule C members are entitled to vacation pay based on the schedule below:

Start date to July 1<sup>st</sup> Vacation time is accrued at 1 day per every three (3) months up to a maximum of four (4) days.

Effective Annual Date – July 1

- One year to five years      8 days
- Six years to ten years      12 days
- Eleven + years      16 days

Schedule C members are not eligible to use vacation time during scheduled work days. Payments for earned vacation time will be made as a separate paycheck the first pay period after the close of the fiscal year (June 30<sup>th</sup>) in which it was accrued.

Section 4

Vacation Payment Pensionable Status Re-Opener

Upon the completion of the pending litigation between the Wilmington Education Association and the Middlesex County Retirement System, if the outcome of that litigation is such that the vacation payments set forth in Article XVIII for Schedule B and C bargaining unit members remains non-pensionable, then the Parties will re-open the Successor Contract for the sole issue of bargaining over whether there could be revised vacation payment language for Schedule B and C bargaining unit members that could render such payments pensionable.

**ARTICLE XIX  
RETIREMENT BONUS**

An administrative assistant hired prior to July 1, 1995, who has worked in Wilmington for twenty-five (25) years as of June 30 of the year in which they retire from the Wilmington School System shall be entitled to receive in that final year \$5,000 above the applicable salary schedule in that final year. In addition, the sick leave buy back for such an administrative assistant provided for in Article XIV, Section 4, Paragraph 3 will be at the rate of \$20.00 per day rather than the normal rate of \$15.00 per day.

Persons seeking this incentive pay must notify the Superintendent in writing by December 1 in the school year previous to the year in which they would intend to retire in order that appropriate funding may be arranged in that school year's budget. Administrative Assistants shall have until February 1 of that same school year to rescind the intent to retire in order to be eligible for this benefit.

**ARTICLE XX  
EVALUATION**

Each member of the Bargaining Unit shall be evaluated on an annual basis by their primary supervisor or designee. The primary supervisor shall be the Building Principal unless an administrative assistant works in an office managed by a Director, Coordinator or Curriculum Team Leader who would then be the primary supervisor.

Should the district transition the evaluation tool to a digital platform, unit members are expected to complete it digitally and the district will train them in how to use the platform.

**ARTICLE XXI  
SEPARABILITY AND SAVINGS**

If an Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restricted by such tribunal pending a final determination as to its validity, the remainder of this Agreement and/or any rider thereto, or the application

of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of this has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purposes of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

## **ARTICLE XXII DURATION**

This Agreement shall become effective July 1, 2025, and shall continue in full force and effect to and including June 30, 2028, and shall thereafter automatically renew itself for successive one year terms unless by October 1 next prior to the expiration of the contract year involved either the Committee or the Association shall have given written notice to the other of its desire to modify or terminate this Agreement.

If the Committee and the Association have failed to reach agreement by December 1, then they jointly or either of them separately may petition the State Board on Conciliation and Arbitration to initiate the statutory impasse procedures in accordance with the provisions of General Laws Chapter 150E, Section 9.

The Town of Wilmington, the School Department and the Unit will work to implement a tax contributory benefit, Med-cap and Dependent Care cap plan for school employees, provided the plans do not impose an additional cost burden to the Town.

## **ARTICLE XXIII UNION RIGHTS**

### Section 1

At the beginning of each school year, the employer will provide one (1) hour of Association Meeting time for all unit members and potential unit members during the regular work day without students present. The Association can use this time to: conduct vital union business, sign up new members, meet with association representatives, update members on communications from state and national affiliates, provide benefit services and consultation, and other association activities.

### Section 2

A bargaining unit employee who is being disciplined by a member of the administration shall be entitled to have a representative of the Association present, upon request.

Section 3

Reprimanding or disciplining of unit employees shall not be conducted in the presence of teachers, students, parents, other WPS employees (not including employee representatives), or any persons not associated with the School District. IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives this 20<sup>th</sup> day of August 2025.

**ARTICLE XXIV  
DISCIPLINE AND DISCHARGE**


No bargaining unit member shall be suspended or dismissed without just cause.

**ARTICLE XXV  
SUBCONTRACTING**

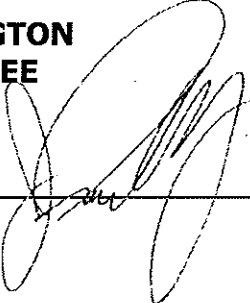
Positions covered by the WTA AA bargaining unit will not be subcontracted to outside agencies unless for emergency reasons, including but not limited to the following: (1) a position being unfilled by the start of the school year; (2) a position becoming vacant during the school year; or (3) if there is a risk of noncompliance with the District's legal obligations. This does not relieve management's obligation to post and recruit for all open positions.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives this DATE.

**FOR THE ADMINISTRATIVE ASSISTANTS UNIT  
OF THE WILMINGTON TEACHERS' ASSOCIATION**

  
\_\_\_\_\_  
Janice Wall, Vice President Administrative Assistants  
9/11/25  
\_\_\_\_\_  
Date

**FOR THE WILMINGTON  
SCHOOL COMMITTEE**

  
\_\_\_\_\_  
Jesse Fennelly, Chair  
9/10/2025  
\_\_\_\_\_  
Date

**APPENDIX A  
SALARY SCHEDULE**

<b>Step</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>
<b>1</b>	24.14	25.51	27.02
<b>2</b>	24.77	26.24	27.78
<b>3</b>	25.47	26.97	28.56
<b>4</b>	26.18	27.73	29.30
<b>5</b>	26.92	28.44	29.98
<b>6</b>	27.61	29.11	30.65
<b>7</b>	28.26	29.76	31.33
<b>8</b>	28.89	30.42	32.10
<b>9</b>	29.53	31.17	32.90
<b>10</b>	30.26	31.94	33.24
<b>11</b>	31.01	32.27	33.74
<b>12</b>	31.33	32.76	34.25