AGREEMENT BETWEEN

WESTBOROUGH EDUCATION ASSOCIATION UNIT C (ADMINISTRATIVE ASSISTANTS)

AND

WESTBOROUGH SCHOOL COMMITTEE

EFFECTIVE
JULY 1, 2026 – JUNE 30, 2028

TABLE OF CONTENTS

TITLE	PAGE
1. RECOGNITION	2
2. NO STRIKE CLAUSE	2
3. MANAGEMENT RIGHTS	2
4. DISCRIMINATION AND COERCION	3
5. DISMISSAL FOR GOOD CAUSE	3
6. GRIEVANCE AND ARBITRATION PROCEDURE	3
7. ASSOCIATION REPRESENTATIVES	4
8. REDUCTION IN FORCE	4
9. TRANSFER AND VACATION SELECTION	5
10. ASSOCIATION BULLETIN BOARD	5
11. MISCELLANEOUS LEAVE	5
12. HOLIDAYS	7
13. ASSOCIATION DUES	7
14. JOB POSTING AND BIDDING	8
15. NON-OCCUPATIONAL SICK LEAVE (INCLUDING SICK LEAVE BANK AND SICK LEAVE BUYBACK)	9
16. OCCUPATIONAL SICK LEAVE	10
17. VACATIONS	10
18. OVERTIME	12
19. PROBATION PERIODS	12
20. HOURS OF WORK	12
21. HEALTH AND WELFARE	13
22. REST PERIODS	13
23. EMPLOYEE'S RECORDS	13
24. MISCELLANEOUS	13
25. SALARY PLAN	14
26. LIST OF CLASSIFICATION AND NOTIFICATION OF POSITION ABOLISHMENT	15
27. CONFERENCES	16
28. PROFESSIONAL DEVELOPMENT	16
29. RETIREMENT INCENTIVE	16
30. JOB DESCRIPTIONS	16
31. ZIPPER CLAUSE	16
32. SAVINGS CLAUSE	17
APPENDIX A, SALARY SCALE	18

1. RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Administrative Assistants of the Westborough Public Schools and excluding all other employees as described in Case No. M.C.R. 3104 and in particular the Administrative Assistants to the Superintendent, the Assistant Superintendent, the Director of Student Services, the Director of Finance and Operations, and the Transportation Coordinator. Nothing in the agreement shall be interpreted to exclude the use of aides, volunteers or student helpers if such use is assistance and not replacement.

2. NO STRIKE CLAUSE

A. No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, work slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, encourage, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, work slowdown or withholding of services.

B. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, work slowdown or withholding of services, the Association shall forthwith publicly disavow any such strike, work stoppage, work slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, work slowdown or withholding of services and to return to work forthwith.

C. In any event, the school committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employee's review under the contract and applicable laws.

D. In consideration of the performance by the Association of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Association nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association.

3. MANAGEMENT RIGHTS

A. Subject only to the limitations contained in this agreement, the committee retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to hire, assign and direct the staff, and to conduct its operations in an effective manner.

B. As the legislative body charged with the efficient and economical operation of the Westborough Public Schools, it is acknowledged that the committee has the final responsibility of establishing the educational policies of the Westborough Public Schools.

C. In accordance with the Education Reform Act of 1993, certain rights and actions previously held in this contract by the school committee now reside or are shared with the

superintendent of schools or building principal.

4. DISCRIMINATION AND COERCION

A. The employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in or legitimate activity as required in this agreement on behalf of members of this bargaining unit, nor will the employer discourage membership in the Association or encourage membership in any other Association.

B. The Westborough Teachers Association/MTA/NEA, Unit C, recognizes its respective responsibility as an exclusive bargaining unit without discrimination, interference, restraint or coercion.

C. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the agreement.

D. The employer and the Association agree that they will not discriminate against any employee for exercising his/her rights under the provisions of Chapter 150E of the General Laws of Massachusetts.

5. DISMISSAL FOR GOOD CAUSE

A. Employees may be dismissed by the principal or superintendent for good cause. Good cause shall mean any grounds put forth by the principal or superintendent that are not arbitrary, irrational, unreasonable, or in bad faith or irrelevant to the sound operation of the school system. The arbitrator must use the definition of "good cause" as defined herein in determining whether the dismissal met the good cause standard.

6. GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation or application of this Contract.

B. Step 1- If any employee has a grievance, he/she and/or the Association representative shall present it orally to the immediate supervisor.

C. Step 1A- Upon failure of Step 1, the Association representative, with or without the aggrieved employee, shall take up the grievance in writing with the immediate supervisor within three (3) working days of the date of the grievance. In cases where the employee does not notify the Association representative within three (3) working days of such event, the Association may within fifteen (15) calendar days of such event file a grievance. The immediate supervisor shall meet and shall attempt to adjust the matter and shall respond to the representative within three (3) working days.

D. Step 2- If the grievance has not been settled under Step 1, it shall be presented in writing by the employee and/or his/her representative to the superintendent within five (5) working days after the supervisor's response is due. The superintendent (and/or representative) shall meet and shall respond to the employee in writing within five (5) working days.

E. Step 3- If the grievance still remains unresolved after Step 2 and if the subject matter is

subject to the jurisdiction of the school committee, it shall be submitted to the school committee in writing within five (5) working days after the response of the superintendent is due. The school committee shall respond in writing within fifteen (15) working days or subsequent to the next regular school committee meeting.

F. Step 4-

1) If the grievance is still unsettled, either party may within fifteen (15) working days after the reply of the school committee is due, by written notice to the other, request arbitration.

2) The Association and/or the committee shall submit the grievance to the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association currently in force. The decision of the arbitrator shall be final and binding upon the parties. Any cost of arbitration will be borne equally by the parties. Legal fees will be paid entirely by the party initiating such legal services.

3) Arbitrator's Decision

a) When the dispute is submitted to the arbitrator as a result of the appeal of the grievance, the only items which the arbitrator may consider are those mentioned in the grievance, unless the parties have by stipulation extended the scope of the arbitrator's authority to consider additional items not mentioned in the grievance.

b) The arbitrator selected shall confer promptly with the representatives of the committee and the Association, shall review the records of the case, and shall hold such further hearings with the aggrieved party and other parties of interest as he/she shall deem requisite.

c) The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her 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 contract. Subject to the foregoing, the decision of the arbitrator shall be submitted to the committee and the Association and shall be final and binding upon the committee, the Association and the employee(s) who initiated the grievance. The decision of the arbitrator shall be implemented as soon as is reasonably possible.

4) The expense of the arbitrator's services and the proceedings shall be borne equally by the employer and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. Copies will be made available to the other party and to the arbitrator for an equal sharing of charges for such record.

7. ASSOCIATION REPRESENTATIVES

A written list of Association representatives and other officers shall be furnished to the employer immediately after their designation and the Association shall notify the employer of any changes.

8. REDUCTION IN FORCE

A. If the Committee decides to reduce the number of bargaining unit positions resulting in the loss of bargaining unit members, the layoff(s) will occur within the following categories:

1) 12-Month School Administrative Assistants
2) 10-Month and 11-Month School Administrative Assistants

B. Layoffs within the above categories will be based upon seniority. An exception to seniority may be made where it can be shown that the performance of the senior member in the affected category is less than satisfactory and/or the junior employee must be retained because of a demonstrated need of the system. An employee who is about to be laid off may bump into an equal or lower paying category under the following circumstances:

1) If the employee has greater seniority than the least senior employee in the desired category and the employee has been previously employed satisfactorily in that category; or

2) If the employee is bumping a school-based Administrative Assistant with less seniority and the superintendent determines that the employee is qualified to fill the school-based position.

C. For the purpose of this Article, Article 9, and Article 14, seniority is defined as length of an employee's continuous service based on the employee's work year (which is 10 months, 11 months, or full year, effective 7/1/26) in the bargaining unit.

D. An employee who is laid off will be placed on a recall list for a period of 18 months. Recall will be to the same category from which the layoff occurred. Rejection of one recall opportunity will result in the removal of the employee from the recall list.

9. TRANSFER AND VACATION SELECTION

Seniority as defined in Article 8.C. will be used for transfer preference when a vacancy exists within the category referred to in section 8.A. Seniority will also be the determining factor for choice of vacation period among members of the bargaining unit in the same building.

10. ASSOCIATION BULLETIN BOARD

The Association may maintain an Association bulletin board in each building, at a location satisfactory to the chief building administrator, or designee, to be used for the posting of Association notices. Denunciatory or inflammatory material shall not be posted or allowed to remain on such bulletin board. Approval must be obtained before any material is posted. Such approval shall not be unreasonably withheld by the superintendent of schools or his/her designee.

11. MISCELLANEOUS LEAVE

A. Bereavement Leave - In the event of the death in an employee's immediate family as outlined below, the employee upon written request shall be granted time off with pay for a funeral or memorial service according to the following schedule:

a. Up to five days with pay:

Spouse
Parent or Parent-in-law
Child or Grandchild
Sibling
Relative living in the same household
Individual who was in the same capacity as a spouse, parent or child

b. Two days with pay:

Aunt or Uncle
Grandparent
Cousin
Sibling-in-law

Additional leave may be granted at the discretion of the superintendent. An additional day may also be taken in a non-pay status or chargeable to any available personal day leave at the employee's discretion. Subject to available staffing, every reasonable effort will be made to facilitate staff representation for the funeral or service of a colleague or immediate family member of a colleague.

B. Personal Leave - Employees absent for personal reasons other than illness or death in the immediate family shall be entitled to up to three (3) days per year. These three (3) days shall not be cumulative from year to year. Unused personal leave at the end of the year shall be transferred to the sick days, not to exceed existing limits on accumulation. Personal business is defined as essential personal matters that cannot be cared for during non-working hours. Applications for personal days leave must be submitted three (3) school days in advance unless the emergency nature of such leave precludes this action.

C. Religious Leave - Leave for observance of religious holidays up to a maximum of two (2) days per year will be granted for major religious holidays which require an employee's absence from work for a full day. Such leave will not be deducted from personal day leave or sick leave pay. Religious days are expected to be taken on the actual religious holiday not a future or prior date to the holiday. Travel time to celebrate religious holidays with loved ones is considered personal time.

D. Leave Without Pay - The superintendent in his/her discretion may grant a leave without pay for up to 90 calendar days. School committee approval is required for leaves in excess of 20 calendar days. Superintendent and school committee decisions are final and binding and not subject to the grievance and arbitration procedure.

E. Jury Duty - All regular employees who are called by law for jury duty shall be granted leave and pay as required by Massachusetts General Laws.

F. Maternity Leave of Absence - Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, every Administrative Assistant is entitled to up to eight (8) weeks leave for the purpose of giving birth or for adopting a child under three years of age if the employee has completed one full year of service and if the employee gives at least two (2) weeks notice of his/her expected departure and return dates. Upon satisfactory medical evidence of fitness to return to work, an Administrative Assistant shall return to work. Actual disability shall be treated as paid sick leave and an employee will be permitted to use her accumulated sick leave for the period of actual disability.

G. Family and Medical Leave & Long Term Leaves

1. Discretionary leave of absence without pay of up to one (1) year may be granted by the School Committee.

2. An Administrative Assistant who has been employed for one complete year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for adoption, foster care placement of a child or if a serious health condition

affects the employee or the employee's spouse, child or parent in accordance with Family and Medical Leave Act.

12. HOLIDAYS

The days listed below shall be considered to be paid holidays and any other days that may be jointly declared a holiday by the Governor of the Commonwealth, General Court and the Westborough School Committee.

New Year's Day
Martin Luther King Day
Presidents' Day
Patriot's Day
Good Friday - if not a scheduled school day
Memorial Day
Juneteenth (if falls on a Monday-Friday)
Independence Day (12-month employees only)
Labor Day
Columbus Day
Veterans' Day
One-half day before Thanksgiving Day
Thanksgiving Day
The day after Thanksgiving - if not a scheduled school day
The day before Christmas - if not a scheduled school day
Christmas Day
New Year's Eve

An employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to 1 1/2 his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours' work at the above rate. Saturday holidays will be celebrated on Friday, except Martin Luther King Day, which will be a floating holiday if it falls on a Saturday. If a holiday, as cited above, falls on a day off, and the preceding workday is a school day and the Association employee is required to work, then a floating holiday will be granted to the employee. If Good Friday is scheduled as a school day, a floating holiday (full or half, based on what the Good Friday school day is) will be granted and the floating holiday must be taken between the Good Friday holiday and June 30th.

13. ASSOCIATION DUES

Employees who desire to join the Association shall tender monthly membership dues by signing the authorization of dues form.

Form: During the life of this agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth, the employer 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 had said dues deducted. Such remittance shall be made by the 10th day of the succeeding

month. The Association shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer under this provision or under the authorizations submitted to the employer under this provision.

14. JOB POSTING AND BIDDING

When a position covered by this agreement becomes vacant, such vacancy shall be posted on the Association bulletin board in each building, listing the shift, hours, pay, areas, duties and qualifications. Such notice shall remain posted for at least seven (7) days. Employees interested may apply to the superintendent, or his/her designee, in writing, within such seven (7) days' posting period. If the employer fills such vacancy from among the employees in the bargaining unit, then seniority shall prevail between applicants whose ability to perform the posted job is equal. Such vacancy shall be filled within fifteen (15) days.

The successful applicant shall be given six (6) months' trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

If an employee has bid and is to be passed on the seniority roster through the filling of the vacancy by an employee lower down on such seniority roster, the employee passed shall be notified of that fact and the reasons therefore in writing with a copy sent to the Association.
Within five (5) working days after a position has been filled, the Association shall be advised of the name of the employee designated to fill the vacancy.

15. NON-OCCUPATIONAL SICK LEAVE

The granting of non-occupational sick leave shall be subject to the following provisions:

A. A doctor's certificate may be required and approval is discretionary.
B. Sick time shall be granted according to the following schedule:
    - Full-year employees will receive 18 sick days per year, accrued at 1.5 days per month
    - Less than full-year employees (currently 10 & 11 month staff) will receive 15 sick days per year, accrued monthly

    Unused personal days at the end of each contract year will be rolled over as sick days to the bargaining unit member's sick leave accumulation.
C. Sick leave allowance is cumulative up to 184 days.
D. All days taken shall be deducted from the employee's personal sick bank. Sick days will be posted on/as of July 15th for the current fiscal year, but are considered to be earned on a monthly basis and shall be prorated if the employee works less than the employee's work year. Days accumulated according to above.
E. Compensation for a sick day will be at the regular rate of pay for the scheduled number of hours.
F. Regular part-time employees who work at least twenty (20) hours per week may be

granted sick leave with pay on a prorated basis.

G. Any accumulation which present employees have as of the effective day of this agreement shall be retained.

H. Family Sickness: Any employee may use his/her sick leave in event of sickness of a spouse living in his/her home, or to minor children solely dependent upon the employee for care; or for the mother or father of the employee, up to ten (10) days in any year. Use of additional sick leave for the care of family members may be granted at the discretion of the superintendent.

I. Sick day substitute coverage: If one of the administrative assistants is out sick for more than two (2) consecutive days (planned or unplanned) while school is in session, and coverage for that employee is needed, a sub should be provided. If the use of a sub is not available, an additional $50 per day or if time is split, $25 per half day, will be paid to the covering administrative assistant(s) as of day three (3).

J. Sick Leave Bank:

1) The committee agrees to establish a sick leave bank for the use of personnel who have exhausted their accumulated and annual sick leave days (and require additional leave to make recovery from serious extended illness and return to work unless retirement or death occurs) and would otherwise lose pay through continued illness.

2) Only members of the bargaining unit covered by this collective bargaining agreement shall be eligible to receive the benefits of this bank.

3) At the beginning of the fiscal year, each member of the bargaining unit shall contribute one day to the bank. A member will not be assessed until year 3 of employment. a) At the beginning of the fiscal year, each member of the bargaining unit whose total sick days exceeds the maximum accrual amount, shall donate his/her excess sick days that would be "lost" to the Sick Leave Bank.

4a) The total accumulated sick leave in the sick leave bank shall not exceed one hundred (100) days at any one time.

4b) Employees who have accumulated sick leave shall be assessed one (1) day each, above and beyond any days given under Section H.3. in the event that the number of days in the sick leave bank falls below fourteen (14) during the fiscal year.

5) These days set aside in the above bank will be used to provide employees in the bank extended sick leave at full pay upon exhaustion of their own individual sick leave, both annual and additional sick leave days with full pay as may be necessary to make recovery from serious extended illness and return to work unless retirement or death occur.

6) Employees may receive benefits of the sick leave bank subject to the following rules:

a) Application for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness and the date by which the doctor anticipates the Administrative Assistant will be able to return to work.

b) Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.

c) Sick days drawn from the bank shall be actual work days excluding weekends and holidays.

d) No employee shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time they may apply for the use of the sick leave bank, and if approved, the sick leave will be retroactive to the first day of this absence.

e) In the event of disability, the sick leave bank benefits shall cease after seventy-five (75) consecutive work days.

f) The need to draw from the sick bank is based on a serious and extended illness or injury.

g) Employees receiving Worker's Compensation payments are not eligible for the sick leave bank.

h) Employees who have completed fewer than three (3) consecutive years of service are eligible to receive a maximum benefit of thirty (30) days from the bank.

7) A five (5) member committee composed of two (2) members of the Association and three (3) committee members or their designee shall administer the sick leave bank.

8) Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the contract.

9) Employees may not utilize the sick leave bank for illness in their immediate family.

10) Employees shall not earn sick leave while on leave through the sick leave bank.

K. Sick Leave Buyback

1) If a full-time (works 7 hours or more per day) Administrative Assistant voluntarily retires after 15 years of service in Westborough Public Schools, they will receive pay of $25 for each accumulated and unused sick day at the time of retirement.

2) Any request for such voluntary retirement must be submitted to the Superintendent. Notification must be received one year prior to the date of retirement.

3) The payroll office will pay a bonus in accordance with the provisions of subparagraph 1 above after the last date of employment. However, the maximum amount payable to any one employee will not exceed $3000.

16. OCCUPATIONAL SICK LEAVE - INDUSTRIAL ACCIDENTS

In the case of an absence due to an industrial accident, the employee shall have the option of drawing from any accrued sick leave the difference between that employee's regular wages and the amount to which the employee is entitled under Worker's Compensation. If the question exists as to whether an employee is entitled to compensation under the Worker's Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. The employee shall reimburse the town for such payments in the event he/she received Worker's Compensation benefits for said period. Upon such payment to the town, sick leave credits equal to the amount of compensation shall be credited to the employee's sick leave accumulation.

17A. VACATIONS

The vacation year shall be the period from July 1 through June 30. Vacations apply only to twelve

(12) month employees. All employees shall be credited with vacation leave with pay based upon service to June 30 each year. Vacation days are posted July 15th but are considered to be earned on a monthly basis and shall be prorated if the employee works less than 12 months in any fiscal year. Vacation requests will be made in writing and will be approved by the appropriate administrator Vacation days will be earned according to the following schedule:

Years	**Vacation Days Earned**	**Vacation Days posted**
Up to 4 years, 11 months completed	10 vacations days, prorated first year based on start date	On date of hire, or July 15th following years completed
5 years completed	15 vacation days	July 15th following years completed
10 years completed	20 vacation days	July 15th following years completed
16 years completed	21 vacation days	July 15th following years completed
17 years completed	22 vacation days	July 15th following years completed
18 years completed	23 vacation days	July 15th following years completed
19 years completed	24 vacation days	July 15th following years completed
20 years+	25 vacation days	July 15th following years completed

1. Employees may carry over up to two (2) weeks (10 days) of vacation time from one year to the next year.
2. On separation of employment, all employees shall receive payment equal to the amount of vacation pay earned as of the time of the separation. If separation is caused by death, such payment shall be made to the employee's spouse or beneficiary.
3. At least two weeks advance notice should be provided to the appropriate administrator by employees requesting the use of extended vacation time. Normally, this would involve vacation leave of a week or more.
4. For employees transferring into the bargaining unit with experience from another position in the Westborough Public Schools, vacation time shall be calculated based upon the total number of years of service in the Westborough Public Schools.
5. With the permission of their supervisor, employees may request vacation days for in-service, religious holidays, or other days in which school is not scheduled.

17B. VACATION COVERAGE:

If an employee takes more than two (2) consecutive vacation days (planned or unplanned) while school is in session, coverage for that employee may be needed. The option to provide a substitute for additional support should be utilized. If the use of a substitute is not available, an additional $50 per day or if time is split, $25 per half day will be paid to the covering administrative assistant(s) as of day three (3).

18. OVERTIME

A. Employees covered by this agreement shall be paid overtime at the rate of one and one half (1 1/2) times his/her regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. Hours worked on Sunday will be paid for at double time.

B. 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 and one-half (1 1/2) for all hours worked on recall. He/she will be guaranteed a minimum of two (2) hours' pay for time and one-half.

C. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies it is necessary to call in personnel from areas other than the area which normally performs such related work, they shall be released from their duties first when the workload lessens.

D. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In an emergency an employer may require the employee to work overtime.

19. PROBATION PERIODS

All new employees shall serve a six (6) month probationary period. During this time, the employee can be discharged or demoted; such action shall be based on the administration's evaluation and the employee shall have no recourse under this agreement.

20. HOURS OF WORK

A. The regular hours of work each day shall be consecutive, exclusive of meals.

B. The normal work week shall be five (5) consecutive days with a regular starting and ending time, Monday through Friday inclusive.

C. The regular hours for Administrative Assistants shall prevail during school vacation periods. In the event that an Administrative Assistant wishes to work from 7:00am to 3:00pm during a school vacation day this option may be exercised upon approval by the superintendent of schools or principal/director. .

D. Except for emergency situations, the school committee will exercise its right to change the time of daily and weekly work schedules only after posting notice of such change on the bulletin boards in the various schools at least three (3) weeks before the effective day of change. The notice shall include the reason for such change.

E. Employees may be granted the opportunity for remote work on a limited basis, with prior

approval from the school principal and when doing so will provide a clear benefit to the operation of the school. Remote work will generally not be granted during school days given the importance and priority placed on in-person interaction with students, staff and community members.

21. HEALTH AND WELFARE

The District shall maintain a system of pre-tax payroll deductions for Administrative Assistants in accordance with the federal tax code and related regulations for healthcare, childcare and other expenses authorized by law. Administrative Assistants who choose to participate in such plan shall make an annual election relating to the amount to be deducted from said Administrative Assistant's weekly salary up to the maximum deduction amount permitted by the federal tax code and related regulations.

22. REST PERIODS

All employees' work schedules shall provide fifteen (15) minute rest periods during each one half (1/2) shift.

23. EMPLOYEE'S RECORDS

A. A copy of any written statement or report which is of a critical or unsatisfactory nature concerning an employee made by a member of management or of a designated supervisor which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee reads the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given an opportunity to read the report as soon as he/she is available thereafter.

B. No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

C. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

24. MISCELLANEOUS

A. Both parties agree to be bound by the terms and conditions of this agreement during the period between the date of expiration and the date of execution of a new agreement; such

period not to exceed one (l) calendar year.

B. It is understood that during the summer vacation period, when custodians are dismissed because of hot weather and the administrators in the building are absent, either ill, on vacation or at a conference or meeting, and the Administrative Assistant would be alone in the building, the Administrative Assistant will be allowed to leave without loss of compensation or personal day leave.

C. The committee reserves the right to reduce the work year of bargaining unit members. The parties will have 30 calendar days to negotiate the impact of this decision. If the parties do not reach an agreement within the thirty days, the committee reserves the right to implement its last proposal.

D. The Association agrees that the committee has fulfilled its bargaining obligations if the committee establishes a smoke-free and vape-free school.

25. SALARY PLAN

A. Administrative Assistants will be placed on the salary scale with the designated hours as defined below exclusive of meals:

- 10-Month School Administrative Assistants
  (197 Paid Days including paid holidays; 7.0 Hours/Day, on-site 7.5 hours)
  Works: two days prior to the start of school through the last day of school. They work the same days as Unit A/teachers.
- 11-Month School Administrative Assistants
  (207 Paid Days including paid holidays; 7.5 Hours/Day, on-site 8 hours)
  Works: 5 days before the first day of school and 5 days after the last day of school. They work 8 days more than Unit A/teachers.
- Neither 10-or 11-month employees work on non-school days (days with no students or Unit A/teachers) with the exception of the additional 10 non-school days for 11-month employees at the beginning and end of the school year.
- 12-Month School Administrative Assistants
  (261 Paid Days including paid holidays and vacation days; 7.5 Hours/Day, on-site 8 hours)

B. Employees shall receive longevity pay as follows:

- after 10 years of service; $1.30 per hour
- after 13 years of service; $1.80 per hour
- after 16 years of service; $2.30 per hour
- After 19 years of service; $2.55 per hour

Longevity pay shall be increased by $.25 per hour for any employee with at least 20 years of experience upon giving irrevocable notice of intent to retire, such increase to be paid for a period not to exceed one year.

C. Flexible spending accounts and their administration shall be by the Town of Westborough and governed by the rules and regulations as established by it for its employee flexible spending programs. Such plans shall be in accordance with the federal tax code and related regulations for

healthcare, childcare, and other expenses authorized by law.

D. The Association recognizes the right of the Westborough School Committee to hire future employees at the rate and level they determine without the objection of the Association, provided that the wages are within the agreed upon salary scale.

E. Annual Step Raises for subsequent years of the contract all employees shall be eligible for an annual step raise within the salary range assigned to the class in which employed on July l of the fiscal year.

l) The effective day of the first step raise shall be the first of July following six (6) or more months of service. Thereafter the anniversary date shall be July l.

2) Step raises may be withheld by the committee for cause.

3) Appeal Procedure:

a) An employee eligible for a step raise who is not granted said raise shall be notified in writing indicating why the raise was not granted. The employee may appeal this decision to the superintendent within five (5) working days and will receive an answer in writing in five (5) days. If unsatisfied, he/she may appeal in writing to the school committee within five (5) days of receipt of the superintendent's decision.

b) The school committee will review his/her appeal at the next regular meeting.

F. Promotions - When an employee is promoted to a higher paying classification, such employee will be placed at a step within the new classification that will result in a salary rate exceeding his/her old salary.

G. Upon receipt of an annual wage statement, employees are responsible for verifying their wage information, including eligibility for longevity, professional development, and similar increments. The district shall not be responsible for pay adjustments outside of the current fiscal year.

H. 10-Month employees have two pay options:

- Twenty-one (21) equal payments (bi-weekly, September -June)
- Total pay is divided into twenty-six (26) installments with twenty-one (21) bi-weekly payments from September - June and an additional lump sum payment of five installments with the last pay in the regular school year

If no option is chosen upon hire, pay will default to 21 pays. Any changes to payment options for existing employees must be communicated to payroll by August 1st preceding the new school year.

26. LIST OF CLASSIFICATION AND NOTIFICATION OF POSITION ABOLISHMENT

A. The employer shall provide the bargaining unit with a list of all positions by classification, names of employees, buildings to which employees are assigned, seniority dates, and any new classifications. List to be provided to the president of the unit every year by November 30th.

B. The employer further agrees to notify the bargaining unit of any position that is to be abolished.

27. CONFERENCES

The committee may grant members of the bargaining unit permission to attend educational seminars, conferences, workshops, and/or meetings designed to increase the member's professional competence. Attendance at such conferences will be at the discretion of the school committee or its agent, the superintendent of schools. Conference expenses and necessary travel expenses will be paid by the committee. The day(s) of attendance at approved conferences will be at full pay for regular work days. Notices of conferences, workshops or meetings which Administrative Assistants might wish to attend will be posted as they are sent to schools. Permission to attend said conferences remains up to the discretion of administrators.

28. PROFESSIONAL DEVELOPMENT

A. All members will be entitled to be reimbursed an amount not to exceed $600 for an approved course. If the amount requested exceeds $5,000, reimbursement shall be prorated on the basis of credits so the cap is not exceeded. If the total requested does not exceed $5,000, the balance shall be prorated among those who have applied for reimbursement for a second course.

B. Any PDP wage adjustments earned prior to July 1, 2020 under previous contracts will remain as permanently incorporated into the employee's hourly rate.

29. RETIREMENT INCENTIVE

A one-time payment will be paid upon retirement for any employee who has served in the Westborough Public schools for a minimum of ten (10) years. This one time payment will be in the amount of $2,500. After 20 years as an employee of Westborough Public Schools the one time retirement incentive will be in the amount of $4,000. In order to be eligible for receipt of this payment, the employee must provide the Westborough Public Schools with a written notice of retirement one year prior to the intended date of retirement.

30. JOB DESCRIPTIONS

The School Committee and administration agree to maintain job descriptions for all administrative assistant positions.

31. ZIPPER CLAUSE

The Association and the committee agree that each has had the opportunity to bargain for any provision that it wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals. Each agrees that this contract constitutes a complete agreement on all matters and that if other proposals have been made or considered they have been withdrawn in consideration of this contract.

32. SAVINGS CLAUSE

If any of the provisions of this agreement or the application thereof shall be deemed invalid by operation of law, then such provision or application shall not be valid or subsisting except to the extent permitted. But all other provisions or applications not so affected shall continue in full force and effect.

This AGREEMENT entered into this 5th day of May 2026

WESTBOROUGH
SCHOOL COMMITTEE

Jakub Moskal, School Committee Chair

Tim Askew, School Committee Vice-Chair

WESTBOROUGH
ADMINISTRATIVE ASSISTANT ASSOCIATION

Gail Inzer, Unit President

APPENDIX A

2026-2027: 3.0% COLA; 3.5% Step SALARY SCHEDULE*	
Step	**Rate**
1	27.06
2	28.01
3	28.99
4	30.00
5	31.05
6	32.14
7	33.26
8	34.43
9	35.63
10	36.88
11	38.17
12	39.50

2027-2028: 3.0% COLA; 3.5% Step SALARY SCHEDULE	
Step	**Rate**
1	27.87
2	28.85
3	29.85
4	30.90
5	31.98
6	33.10
7	34.26
8	35.46
9	36.70
10	37.98
11	39.31
12	40.69

*10 and 11 month employees will move from the former 10- and 11-month scale to the higher full-year scale as of the 2026-2027 school year and will remain on the same step as the 2025-2026 school year, but will resume stepping as of the 2027-2028 school year.