

AGREEMENT

BETWEEN

**THE EASTON SCHOOL COMMITTEE AND THE
SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION**

(SECRETARIAL UNIT)

July 1, 2015 THROUGH June 30, 2018

This agreement entered into by the Easton School Committee hereinafter referred to as the Employer, and Southeastern Public Employees Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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ARTICLE 1

DEFINITIONS:

- A. Committee School Committee of the Town of Easton
- B. Union Southeastern Public Employees Association
- C. Secretary A person employed by the Committee as defined in Article 2
- D. Seniority A secretary's service in years, months, and days for bargaining unit employees hired prior to July 1, 2006, provided that as of July 1, 2006, seniority for part-time employees shall accrue on a pro-rated basis based on the ratio of the number of hours/35 hours per week
- E. School Any work location to which a bargaining unit member is assigned.
- F. Whenever the singular is used in this agreement, it is to include the plural.

ARTICLE 2

RECOGNITION AND SCOPE:

For the purpose of collective bargaining with respect to office personnel, wages, hours, standards of productivity and other conditions of employment, the negotiation of collective bargaining agreements and any other questions arising thereunder, the School Committee recognizes the Southeastern Public Employees Association as the exclusive bargaining agent and representative of all Secretaries including Clerical Aides, Library Resource Aides, Library Assistants, School Treasurer/Athletic Secretary, Guidance Secretaries, Secretary of Student Records, School Secretaries, and including those persons whose duties are primarily those of a secretary regardless of classification to the exclusion of confidential employees as defined in Chapter 150E, Section 1, and all other employees of the Easton Public Schools.

The School Committee will be referred to as the Committee and the Southeastern Public Employees Association will be referred to as the Union in this contract.

ARTICLE 3

TERM OF AGREEMENT:

A. The provisions of this Agreement shall be effective from July 1, 2015 and will continue and remain in full force and effect until June 30, 2018, at twelve midnight, provided however that in the event the parties are unable to reach agreement on the terms of a new agreement as of June 30, 2018, this contract shall continue in full force and effect until such new agreement is negotiated.

B. No later than December 1, 2017 the parties to the Agreement will enter into negotiations, pursuant to the procedures set forth in Article 4 of this Agreement, for the re-negotiation for all articles.

C. With respect to matters not covered by this Agreement which are a proper subject for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Union.

D. In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Union may raise issue with the Committee for consultation and negotiation.

E. During the terms of this Agreement, amendments may be added by mutual agreement of the parties. Any such amendment agreed upon by the Committee and the Union will become an addendum to this Agreement.

ARTICLE 4

GENERAL:

A. There will be no reprisals of any kind taken against any member of this Union by reason of his/her membership in the Union or participation in its activities, or non-membership in the Union or non-participation in its activities.

B. Grievance or negotiation meetings normally will be commenced after the normal dismissal time. If negotiation meetings are scheduled between the Committee and the Union during a school day, the representatives of the Union will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Under extreme and emergency conditions when it is necessary for representatives of the Union to schedule meetings during the school day in order to prepare negotiations, not more than five (5) such representatives at one (1) time, upon notice to the Union, will be released as necessary in order to permit participation in such meetings; provided, however, that salary will not be reduced by the cost of the Committee of employing necessary substitutes.

When it is necessary pursuant to the "Grievance Procedure" for a member of the Union to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to the respective principal and to the Superintendent of Schools by the President of the Union or the designee, be released without loss of pay as necessary in order to permit participation in the foregoing activities.

Any Union member whose appearance in such investigations, meetings, or hearings, as a witness is necessary will be accorded the same right. The Union agrees that these rights will not be abused.

C. Employees will not be disciplined or discriminated against with respect to employment as a result of political or religious affiliations.

D. If any provision of this Agreement or application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force.

E. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

F. No employee in the unit shall have any disciplinary action taken against him/her until he/she has been given a written statement of the specific reason(s) for such contemplated action and has been given the opportunity to use the provisions of the grievance procedure contained in this Agreement.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE:

A grievance is a dispute between the parties which specifically relates to the application or meaning or interpretation in the following manner:

STEP 1. The Union Steward and/or representative with the aggrieved employee(s), shall take up the grievance or dispute in writing with the employee's immediate supervisor within twelve (12) working days of the event upon which the grievance is based or from the date when the individual or group had or should have had knowledge of the event. Within three (3) working days of submission of the written grievance to the immediate supervisor or his/her designee, the Union steward and/or representative with the aggrieved employee(s) shall meet with the immediate supervisor or designee in an effort to resolve the grievance to the mutual satisfaction of the parties.

STEP 2. If the grievance has not been settled by the immediate supervisor within five (5) working days, it shall be presented in writing to the Superintendent or his/her designee within ten (10) working days after the immediate supervisor's response is due. Within five (5) working days of submission of the written grievance to the Superintendent or his/her designee, the Union steward and/or representative with the aggrieved employee(s) shall meet with the Superintendent or his/her designee in an effort to resolve the grievance to the mutual satisfaction of the parties. The Superintendent or designee shall respond to the steward in writing within ten (10) working days following the aforesaid meeting.

STEP 3. If the grievance still remains unadjusted, it shall be presented to the School Committee in writing within five (5) working days after the response of the Superintendent or his/her designee is due. The School Committee shall respond in writing within ten (10) working days. If the Committee does not respond in the required time, such action shall be construed as a decision favorable to the employee.

STEP 4. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other, request arbitration.

The services of the American Arbitration Association shall be utilized for purposes of arbitration of disputes over the interpretation or application of the terms of this Agreement as provided in Chapter 150E of the General Laws as amended.

The costs of the arbitrator's services and the proceedings shall be borne equally by the employer and the Union. 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 and makes copies available without charge to the other party and to the arbitrator. The decision of the arbitrator will be final and binding on both parties.

The arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

ARTICLE 6

PAYROLL DEDUCTIONS:

A. The Committee agrees to deduct from the salary of its employees dues for the Union, as said bargaining unit members individually and voluntarily authorize the Committee to deduct and to transmit the money promptly to the Union Treasurer. Member authorization will be in writing in a form set forth by the Union. All employees electing payroll deductions must adopt a single uniform plan as approved by the Union.

B. Upon written request by Union members, payroll deductions will be made for membership and participation in a Credit Union authorized by specific agreement between the Union and the Committee and authorized by Massachusetts statutes.

C. Payroll deductions for an employee's share of monthly health insurance premiums shall be made in regular, equal amounts such that a large deduction will not be made in June of each year from the paycheck of employees whose work year is less than twelve (12) months. All employees electing payroll deductions must adopt a single uniform plan as approved by the Union.

ARTICLE 7

AGENCY SERVICE FEE:

It shall be a condition of employment that on or after the thirtieth (30th) day following employment or the effective date of this Agreement, whichever is later, each employee covered in this Agreement shall either become a member of the Union or pay to the Union an Agency Service Fee which shall be proportionally commensurate with the cost of Collective Bargaining and contract administration. The Agency Service Fee for the duration of this Agreement shall be paid weekly and equal the Union dues and deducted as set out above.

In consideration of the employer's entering into this collective bargaining agreement, which agreement includes an agency service fee provision, the Union agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or costs of the employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of agency service fees.

ARTICLE 8

SALARIES AND BENEFITS:

A. Salaries of all persons covered by this Agreement are set forth in Appendix A and are made a part of this Agreement by addendum.

B. Persons eligible for longevity in the Easton School System are as follows: Bargaining Unit members hired before June 30, 2012 will be entitled to longevity starting after five (5) years of service.

1. 5 years - \$900.00
2. 10 years - \$1,100.00
3. \$600.00 for each additional five (5) years of employment.

Employees entering into this bargaining unit effective July 1, 2012, will be entitled longevity after completion of Step 7.

Step 7 - \$900.00

Part-time employment can be counted towards longevity, and broken service is acceptable. For employees who entered the bargaining unit after September 1, 1993, the years of service pertaining to this section must be in the Union.

C. The above longevity stipends will be paid with the first paycheck in November. For implementation purposes, the stipend will be pro-rated from the anniversary date to their first paycheck in November and, thereafter, paid on a twelve-month basis with the first pay check in November.

D. Employees retiring within sixty (60) days of this date will be entitled to their longevity. The payment will be received in their final check. This payment shall be a part of the yearly salary and part of retirement benefits.

E. All permanent employees of the school system will receive all of the benefits listed herein on a pro-rated basis, according to the number of hours worked. Those receiving benefits at the time of this Agreement will not have them taken away.

F. The following will be considered to be paid holidays:

Columbus Day	Martin Luther King Day
Veterans Day	Washington's Birthday
Thanksgiving Day	July 4th for 12 month secretaries
Day after Thanksgiving	Patriots Day
1/2 Day before Thanksgiving	Memorial Day
Christmas Day	Labor Day
New Years Day	

G. Rosh Hashanah, Yom Kipper and Good Friday shall be considered paid holidays, whenever they are observed on a regularly scheduled workday.

In order to receive pay for a holiday, the employee must work on the regular scheduled workdays immediately before and after the holiday.

Scheduled paid holidays to replace Rosh Hashanah, Yom Kippur and Good Friday are as follows:

<u>2015-2016 (3 days)</u>	<u>2016-2017 (3 days)</u>	<u>2017-2018 (2 days)</u>
Friday, 9/4/15	Friday, 12/30/16	Monday, 7/3/17 (12-mo.secy)
Thursday, 12/31/15	Friday, 2/24/17	Friday, 12/29/17 (10/12 mo.)
Friday, 4/22/16	Friday, 4/21/17	Friday, 2/23/18 (10 mo.)

If an employee has been out sick for two (2) consecutive work days preceding or following a holiday and submits a doctor's note, is hospitalized or attending a funeral on the workday immediately preceding or following a holiday, he/she will receive holiday pay.

An employee will also be eligible to receive holiday pay if he/she takes a personal day on the workday immediately before and/or after a holiday if approval is received in advance by the Principal and then the Superintendent.

ARTICLE 9

CONDITIONS OF EMPLOYMENT:

Section A. The work year for clerical aides shall be the regular school year plus the three (3) workdays immediately preceding the opening of school and the three (3) workdays immediately following the close of school. On the recommendation of the respective building principal, the Superintendent may approve up to two (2) additional days preceding the opening of school, and up to two (2) additional days following the close of school at the employee's regular hourly rate.

If mutually agreeable to both the clerical aide and respective building principal, up to seven (7) additional workdays during July/August can be requested to the Superintendent of Schools, and will be subject to the approval in advance of the Superintendent.

Section B. The work year for the K-2 secretaries shall be the regular school year plus the five (5) workdays immediately preceding the opening of school, five (5) days immediately following the school closing, and twelve (12) workdays during July/August to be mutually agreed upon by the building principal and will take effect during the second year of this contract (July 1, 2016). The K-2 secretaries will be required to work a day in early August (to be determined in the spring of each year by Central Office) for the purpose of new student registration, and a second day within that week for the purpose of processing student registrations. The decision regarding the second day will be mutually agreed upon with the principal of said building and their secretary and will be compensated at the contractual rate. The two (2) agreed upon student registration dates will be part of the twelve (12) workdays allowed during the summer months.

Section C. The work year for the Oliver Ames High School Guidance Secretary shall be the regular school year plus the five (5) workdays immediately preceding the opening of school, five (5) days immediately following the school closing, and ten (10) workdays during July/August to be mutually agreed upon by the building principal and the Guidance Secretary.

The work year for the Easton Middle School Guidance Secretary shall be the regular school year plus the five (5) workdays immediately preceding the opening of schools, five (5) days immediately following the school closing, and twenty (20) workdays during July/August to be mutually by the building principal and the Guidance Secretary.

The work year for the Richardson Olmsted Secretary of Student Records shall be the regular school year plus the five (5) workdays immediately preceding the opening of

school, five (5) days immediately following the school closing, and ten (10) workdays during July/August to be mutually agreed upon by the building principal. The Richardson Olmsted Secretary of Student Records will be required to work a day in early August (to be determined in the Spring of each year by Central Office) for the purpose of new student registrations, and a second day within that week for the purpose of processing student registrations. The decision regarding the second day will be mutually agreed upon with the principal of said building and secretary and will be compensated at the contractual rate. The two (2) agreed upon registration dates will be part of the ten (10) workdays allowed during the summer months.

Section D. The work year for the School Treasurer/Athletic Secretary shall be the regular school year plus the five (5) workdays immediately preceding the opening of school, five (5) days immediately following the school closing, and ten (10) workdays during July/August to be mutually agreed upon by the building principal and the Secretary.

Section E. The work year for library resource aides and library assistants shall be the regular school year plus the four (4) workdays immediately preceding the opening of school and the four (4) workdays immediately following the close of school. The shared Moreau Hall librarians will be allowed one (1) additional day preceding the opening and one (1) additional day immediately at the close of the school year.

Section F. The positions of Oliver Ames Principal's Secretary and Easton Middle School Secretary are twelve (12) month positions. The Richardson Olmsted School Secretary effective 7-1-16 will then become a twelve (12) month position. The designation of the hours for the seven (7) hour paid shift during the summer, will be mutually agreed upon by the building principal and the building secretary.

Section G. There will be paid vacations as follows:

- 2 weeks - after 1 calendar year of service
- 3 weeks - after 5 calendar years of service
- 4 weeks - after 10 calendar years of service
- 5 weeks - after 15 calendar years of service

Vacations for ten (10) month employees will be scheduled during the school vacations unless the Superintendent of Schools grants permission for an exception because of extenuating circumstances.

A person transferring to the secretarial unit from another bargaining unit within the Easton Public Schools may carry up to and including five (5) years of their accrued vacation time.

Section H. Employees will be paid at the regular hourly rate for work performed beyond the regular work year.

Section I. The workday will be seven (7) hours, not including lunch period, for employees working thirty-five (35) hours per week. The work week shall consist of five (5) consecutive days, and there will be no split shifts. Employees on the payroll as of the signing date of this agreement will continue with no less than their current number of hours per week. The number of hours per week presently in existence shall remain in full force for the duration of this Agreement. Before a holiday weekend and/or vacation week, members of the secretarial unit may leave after the students are dismissed, without loss of pay.

Section J. All bargaining unit members will have a one-half hour duty free lunch period, except school secretaries, the Easton Middle School Guidance Secretary and the Oliver Ames Guidance Secretary who will have one (1) hour. Bargaining unit members are expected to take this designated lunch period, and cannot reduce their shift by eliminating the respective thirty (30) minute or one (1) hour meal period. This language supercedes any prior formal or informal agreements.

Section K. Consistent with federal guidelines, unit members will be paid time and a half for work performed beyond the regular work week when the employee has worked at least forty (40) hours in a given work week. All hours worked prior to reaching forty (40) hours in a given work week will be paid at the employee's regular hourly rate. The employee will be paid in the rate of the job performed.

1. Overtime will be assigned according to skills needed.
2. Overtime may be assigned only in the building where the employee is employed. Employees will be given twenty-four (24) hours notice, whenever possible, of overtime assignment and will not be expected to work more than two (2) hours overtime in any one (1) day.
3. An employee may voluntarily agree to waive any of the provisions of Section I-2 above.

Section L. All bargaining unit members will have a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. Rest periods are part of the workday. They will be taken in appropriate existing lounge areas. Breaks will be staggered so that the office will be covered at all times. This will be coordinated by the building principal. Bargaining unit members are expected to take these two (2) ten-minute breaks, and cannot reduce their shift by eliminating either of the two (2) respective ten-minute breaks from the work day. This language supercedes any prior formal or informal agreements.

Section M. Whenever a school(s) is closed or faculty and students released for any reason, the Central Office will issue a notice as to whether or not the bargaining unit members in the affected school(s) will be released. The decision will be based upon the health and safety of the employees and will apply to all employees equally. All bargaining unit members will be released with pay. Should the building principal stay in the building, one member may be asked to remain to assist him/her. A member who chooses to stay will receive compensatory time for the hours worked in addition to the regular pay.

Section N. If the school system does not open for students as a result of a weather related reason, there will be no loss of pay to an employee who is not a twelve (12) month employee because the employee will work on and be paid instead for the school day that is scheduled to make-up for the day that school was not in session. The total number of days worked by this employee will, therefore, remain the same. If a payroll is due and a snow day has been called, and the building is accessible with a custodian present, a school secretary has an option of going to work for the purposes of completing the payroll. A minimum of two (2) hours pay will be issued.

Section O. In the event that a bargaining unit member is assigned to substitute for another member of higher classification, the employee is to be paid at the higher classification. The increase will begin on the second working day and continue until relieved of the duties.

Section P. No bargaining unit member will be required to administer medication or to carry out the responsibilities of the school nurse.

ARTICLE 10

TRANSFERS, REASSIGNMENTS, AND VACANCIES:

A. When a vacancy occurs, notice of such vacancy shall be posted as an internal position for five (5) working days in each building and a copy sent to the Union representatives. All postings must be received by 12:00 p.m. during a normal work day to be considered day one (1). The notice shall indicate the name of the school or building, and the title of the available position. All notices concerning vacant positions and/or assignments which become available during a period in which employees are on vacation and/or summer breaks shall be email. Bargaining unit members who respond to the notice of a vacancy (the Internal Posting) within the time specified will have the right to be interviewed for the vacant position before the vacancy is advertised for persons outside of the bargaining unit. Seniority and the ability to perform the duties of the position will be considered if more than one member applies.

B. Employees who wish to be considered for the position must submit a written application to the Superintendent.

C. Appointments will be made without regard to age, race, creed, color, sex. Religion, national origin, or marital status.

D. An applicant for a new position from within the bargaining group will start on the base step in the new position. In the event that the new position would cause a reduction in pay, the employee will receive a pay equal to the step for the new position that is closest to that of the former position without a loss in pay.

E. A person transferring to the secretarial unit from another bargaining unit within the Easton Public Schools with less than five (5) years of service in that bargaining group will start at step 1. A person with five (5) or more years of service in that bargaining group will begin on step two (2).

F. A successful applicant for a position from outside the Easton Public Schools will start on the base step in the new position.

ARTICLE 11

REDUCTION IN FORCE:

In the event of a layoff or reduction of work, the layoff or reduction of employees shall be determined by the length of continuous service of the employees within the bargaining unit. The employee with the least seniority, as defined in Article 1, shall be laid off or demoted first. Reinstatement shall be in the reverse order of seniority, that is, the person with the most seniority shall be rehired or reinstated first.

Vacancies created by job reduction or layoff will be filled by the most senior qualified applicant within the Union.

ARTICLE 12

ACCIDENT DISABILITY:

Whenever an employee is absent from school as a result of a personal injury (caused by an accident or assault) arising out of and in the course of the employee's employment, the employee will be paid by the school department a salary that will, when combined with Worker's Compensation, be equal to the regular take-home pay. The employee will not benefit and make more money, nor take home less pay, while collecting Worker's Compensation. The employee shall use sick leave for the first ten (10) days.

ARTICLE 13

PROTECTION:

A. Bargaining unit members will immediately report in writing all cases of assault suffered by them in connection with their employment to the Superintendent of Schools.

B. This report will be forwarded to the Committee which will comply with any responsible request from the employee for information in its possession relative to the incident or the persons involved, and will act in appropriate ways as liaison between the employee, the policy, and the courts.

C. The Committee shall indemnify bargaining unit members as provided in G.L. c. 258. If civil proceedings are brought against a unit member alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel at no cost to the unit member to defend him/her in such proceedings, if he/she requests such assistance.

ARTICLE 14

TEMPORARY LEAVES:

Bargaining unit members will be entitled to the following temporary leaves of absence with pay each school year:

A. Personal Business Leave: Personal business days for religious, personal, legal, business, household or family matters will be received on a prorated basis as outlined in Appendix B. Requests for such leave (except in cases of emergency) will be delivered to the Superintendent's Office before the close of business two (2) working days prior to the requested personal leave day. Such leave, except for religious reasons, will not be granted on a regularly scheduled workday before or following a holiday or vacation period unless approved in advance by the Principal and then the Superintendent of Schools. If an employee does not use all of their personal leave days in a year, up to two (2) such remaining personal days will be added to the employee's accumulated sick leave.

Sick Leave: Sick leave days will be received on a prorated basis as outlined in Appendix B. A medical certificate shall be required to be filed with the Superintendent of Schools after five (5) consecutive days of sick leave. A person transferring to the secretarial unit from another bargaining unit within the Easton Public Schools will not carry any sick days to the new position.

Sick Leave Bank: A sick leave bank may be maintained by the Secretaries' Union for use by bargaining unit members who voluntarily contribute accumulated sick leave in the amount of two (2) days per year. The Union shall notify the Superintendent of the members of the sick bank, of each assessment of days, and of each grant of days.

B. The time necessary to appear in legal proceedings in connection with the bargaining unit member's employment or with the school system or in any other legal proceedings if the employee is required by law to attend.

C. Employees shall be allowed up to five (5) days per year out of accumulated sick leave to care for a member of the immediate family who has a family illness. The immediate family shall be defined as the employee's spouse, parents, children, mother-in-law, or father-in-law and all other relatives living in the household. Any other unique situations or a request for more than five (5) days would have to be approved in advance by the Superintendent or his/her designee, and the response to such unique requests would not be subject to the grievance process.

D. Funeral Leave - In the event of a death, up to five (5) days of leave will be granted. The Superintendent of Schools may grant additional days in extenuating circumstances.

ARTICLE 15

PROFESSIONAL IMPROVEMENT:

With prior approval of the Superintendent, the Committee will pay reasonable expenses (including fees, meals, and transportation) incurred by bargaining unit members who attend workshops, seminars, conferences, courses or other professional improvement sessions. These courses must receive prior approval by the Superintendent or his/her designee.

Employees who with prior approval of their respective principal attend a full-day workshop that is outside of the regular work day will be reimbursed a \$65 daily rate.

An employee who attends workshops, seminars, conferences, or other professional improvement sessions should submit a written report to his/her immediate supervisor and/or building principal within five (5) days.

The secretaries and clerical aides will have an option to meet separately on two (2) professional half days for professional improvement; one will be used for professional development and the other to work as a professional learning community to help each other with specific job duties related to their roles and responsibilities.

Two (2) to three (3) days of training for newly hired or re-assigned employees will be provided as needed.

ARTICLE 16

INSURANCE:

Bargaining unit members will be considered eligible for the type of health and accident insurance coverage provided by the Town of Easton under the General Laws of Massachusetts Chapter 32B.

If the "Town Meeting" adopts an increase in the town's share to address the medical plan and a dental plan, the School Committee will then provide the same.

The Union recognizes that the health insurance plan and contribution rates are generally not within the control of the School Committee. Thus, should the Town (as opposed to the School Committee) make any changes in the plan or in the contribution rates, prohibited practice charges will not be filed against the School Committee.

ARTICLE 17

USE OF SCHOOL FACILITIES:

- A. Bargaining unit members may use school buildings for meetings of its members, without cost, with prior approval of the building principal, providing there is no cost to the Committee.
- B. Facilities at or in the school area will be provided for employee parking.
- C. Bargaining unit members will have access to the lounge and restrooms within each building.

ARTICLE 18

PERSONNEL FILE:

Any formal complaint, relative to an employee covered by this Agreement, will be made in writing and a copy will be given to the employee involved.

- B. Bargaining unit members will have the right, upon request, to review the contents of their personnel file, excluding confidential recommendations rendered upon initial employment. An employee will be entitled to have a representative of the Union accompany him/her during such a review.

ARTICLE 19

UNION REPRESENTATIVES:

A written list of Union stewards and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any change.

ARTICLE 20

JURY PAY:

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

ARTICLE 21

EVALUATION PROCESS:

All bargaining unit members shall be evaluated in accordance with the guidelines and procedures as described.

EVALUATION PROCEDURES:

A. Current bargaining unit members will be evaluated during the first two consecutive years of this new contract. The process will then be an every other year evaluation procedure. The evaluation report must be completed by June 1st.

B. All new bargaining unit members will be evaluated in each of their first two consecutive years. The process will then be an every other year evaluation procedure. The evaluation report must be completed by June 1st.

C. The Secretarial Unit Evaluation Performance Indicators will serve as the established criteria for the evaluation process for all bargaining unit members.

D. The performance of all bargaining unit members will be rated using the following: Exceeds Expectations; Meets Expectations; and Does Not Meet Expectations. For any rating other than Meets Expectations, written comments are required.

E. Bargaining unit members will be given a copy of the evaluation report. Within two (2) days of receiving the report, bargaining unit members will have the opportunity to discuss the report with the evaluator.

F. Both the evaluator and the evaluatee shall sign the evaluation report. The signature by the evaluatee does not necessarily indicate agreement with the contents of the evaluation. The evaluatee will have the right to include a written response to the evaluation report.

G. The evaluation report and the evaluatee's response, if any, shall be submitted to the principal no more than seven (7) working days of receiving their Evaluation Report. The principal will sign and review the report and forward it to the Central Office no later than June 30th.

H. The evaluation report, signed by both evaluator and evaluatee, will be placed in the bargaining unit members' personnel file.

I. Bargaining unit members will be evaluate by :

Oliver Ames High School

Secretary - Principal

Guidance Secretary - Guidance Department Head/Principal

Clerical Aide to Department Heads - Principal

Clerical Aide - Principal

Library Assistant - Principal

Easton Middle School

Secretary - Principal

Guidance Secretary - Principal

Clerical Aides - Principal

Library Assistant - Principal

Richardson Olmsted School

Secretary - Principal

Secretary of Students Records - Principal

Clerical Aids - Principal

Library Resource Aides -Principal

Center/Parkview/Moreau Hall

Secretary - Principal

Clerical Aides - Principal

Library Resource Aide - Principal

EASTON PUBLIC SCHOOLS
SECRETARIAL UNIT EVALUATION
PERFORMANCE INDICATORS

QUALITY OF WORK/EFFICIENCY

- Demonstrates the ability to effectively perform tasks
- Is self-motivated, conscientious, and organized
- Is consistently accurate, thorough, neat and complete
- Works effectively with staff, co-workers and administration
- Effort to acquire and utilize new or additional skills, to seek additional responsibilities
- Accomplishes job objectives by following assignments and self-initiated projects through to completion
- The ability to adjust to changing conditions, procedures, job interruptions, deadlines
- Responds promptly and cooperatively to requests for information or assistance

RELIABILITY

- Adheres to school, and district policies and procedures
- Completes assignments effectively and in a timely manner
- Maintain confidentiality related to students, their families, staff and all school matters
- Shows initiative, works well independently and demonstrates problem solving skills
- Demonstrates responsible behavior towards attendance and work schedule

ADAPTABILITY

- Demonstrates flexibility in response to changes in job assignments, schedules, clerical methods and materials, personnel or surroundings
- Demonstrates the ability to effectively perform tasks in new or changing situations, and receive suggestions and/or constructive criticism
- Reacts to problems in appropriate time
- Can be relied upon to carry out responsibilities even under difficult circumstances

RELATIONSHIPS

- Works effectively and respectfully with others, including co-workers, supervisors, parents and students
- Responds appropriately to input and direction from administration and other staff member
- Maintains professional boundaries with students, colleagues and parents
- Treats other staff members with fairness, respect, and consistency offers assistance to team members

EASTON PUBLIC SCHOOLS
SECRETARIAL UNIT EVALUATION

NAME:

SCHOOL:

DATE:

EVALUATOR:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
QUALITY OF WORK/EFFICIENCY			
1. Demonstrates the ability to effectively perform tasks			
2. Is self-motivated, conscientious, and Organized			
3. Is consistently accurate, thorough, neat and complete			
4. Works effectively with staff, co-workers and administration			
5. Effort to acquire and utilize new or additional skills, to seek additional responsibilities			
6. Accomplishes job objectives by following assignments and self-initiated projects through to completion			
7. The ability to adjust to changing conditions, procedures, job interruptions, deadlines			
8. Responds promptly and cooperatively to requests for information or assistance			

COMMENT:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
RELIABILITY			
1. Adheres to school, and district policies and procedures			
2. Completes assignments effectively and in a timely manner			
3. Maintain confidentiality related to students, their families, staff and all school matters			
4. Shows initiative, works well independently and demonstrates problem solving skills			
5. Demonstrates responsible behavior towards attendance and work schedule			

COMMENT:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
ADAPTABILITY			
1. Demonstrates flexibility in response to changes in job assignments, schedules, clerical methods and materials, personnel or surroundings			
2. Demonstrates the ability to effectively perform tasks in new or changing situations, and receive suggestions and/or constructive criticism			
3. Reacts to problems in appropriate time			
4. Can be relied upon to carry out responsibilities even under difficult circumstances			

COMMENTS:

Performance Indicator	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
RELATIONSHIPS			
1. Works effectively and respectfully with others, including co-workers, supervisors, parents and students			
2. Responds appropriately to input and direction from administration and other staff members			
3. Maintains professional boundaries with students, colleagues and parents			
4. Treats other staff members with fairness, respect, and consistency			
5. Offers assistance to team members			

COMMENTS:

ADDITIONAL COMMENTS:

Bargaining Unit Member COMMENTS (Optional):

Signature of Bargaining Unit Member: _____ Date: _____
 (Signature indicates Bargaining Unit Member has seen Evaluation Report)

Signature of Evaluator: _____ Date: _____

Signature of Principal: _____ Date: _____

ARTICLE 22

MISCELLANEOUS PROVISIONS:

Section 1. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 2. Bulletin Boards - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to the Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. The Union Steward shall sign all management announcements as evidence that posting has occurred.

Section 3. When the principal assigns a unit member to perform a project beyond his/her regular assigned duties or when the nature of the job has a cyclical spike, such member, with the approval of the principal and central office administration, shall be granted extra hours in order to complete this work, not to exceed a total work week of forty (40) hours.

Section 4. Job descriptions for bargaining unit members will be included as a new Appendix C in the contract. These will be reviewed by the two (2) union stewards and the Superintendent and a second administrator no later than six (6) months prior to the end of this successor agreement.

Section 5. A committee will be formed by the Superintendent before the end of this successor agreement to investigate the possibility of job sharing in the future by members of the bargaining unit.

Section 6. Once the CORI is carefully completed at the building level, any additional information required for processing will be completed at central office.

Section 7. If a member of this unit transfers to a higher paid job, the difference of pay must be at least 50 cents per hour. This will only be addressed if and when the situation arises.

Section 8. Compensation:

For the three (3) years covered by this agreement, members of this bargaining unit will receive:

- a) For 2015-2016, a one percent (1%) increase will be implemented.
- b) For 2016-2017, a two-percent (2.0%) increase will be implemented.
- c) For 2017-2018, a three percent (3.0%) increase will be implemented.

Effective September 1, 2012, all Secretarial Bargaining Unit members agree to have their payroll and longevity checks directly deposited to a banking institution of their choosing.

Section 9. When the current Easton Middle School Guidance secretary leaves her position the additional summer workdays will change ten (10) days during the summer.

IN WITNESS WHEREOF, the parties hereto affix their signature through their duly authorized office this _____ day of _____.

FOR EASTON SCHOOL COMMITTEE

FOR S.P.E.A. SECRETARIAL UNIT

Fred Isleib, Chair

Judith Canty, Shop Steward

Maureen Rush, Shop Steward

APPENDIX A COMPENSATION

		1%	2%	3%			
CLERICAL AIDE		2015-2016	2016-2017	2017-2018			
	STEP 1	16.08	16.40	16.89			
	STEP 2	17.17	17.51	18.04			
	STEP 3	18.61	18.98	19.55			
	STEP 4	19.97	20.37	20.98			
	STEP 5	20.64	21.05	21.68			
	STEP 6	21.31	21.74	22.39			
	STEP 7	22.57	23.02	23.71			
LIBRARY ASST							
	STEP 1	16.35	16.68	17.18			
	STEP 2	17.18	17.52	18.05			
	STEP 3	18.70	19.07	19.64			
	STEP 4	20.05	20.45	21.06			
	STEP 5	21.18	21.60	22.25			
	STEP 6	22.09	22.53	23.21			
	STEP 7	23.39	23.86	24.58			
RES/LIB AIDE							
	STEP 1	16.61	16.94	17.45			
	STEP 2	17.19	17.53	18.06			
	STEP 3	18.79	19.17	19.75			
	STEP 4	20.13	20.53	21.15			
	STEP 5	21.46	21.89	22.55			
	STEP 6	22.61	23.06	23.75			
	STEP 7	24.49	24.98	25.73			
GUID SEC/SECRETAY of STUDENT RECORDS							
	STEP 1	16.69	17.02	17.53			
	STEP 2	17.30	17.65	18.18			
	STEP 3	18.91	19.29	19.87			
	STEP 4	20.18	20.58	21.20			
	STEP 5	22.06	22.50	23.18			
	STEP 6	22.74	23.19	23.89			
	STEP 7	23.77	24.25	24.98			
SCH SECRETARIES							
	STEP 1	16.78	17.12	17.63			
	STEP 2	17.34	17.69	18.22			
	STEP 3	18.95	19.33	19.91			
	STEP 4	20.23	20.63	21.25			
	STEP 5	22.09	22.53	23.21			
	STEP 6	25.04	25.54	26.31			
	STEP 7	26.16	26.68	27.48			
SCH TREAS/ATHLETIC SECRETARY							
	STEP 1	16.78	17.12	17.63			
	STEP 2	17.34	17.69	18.22			
	STEP 3	18.95	19.33	19.91			
	STEP 4	20.23	20.63	21.25			
	STEP 5	22.09	22.53	23.21			
	STEP 6	25.04	25.54	26.31			
	STEP 7	26.16	26.68	27.48			

APPENDIX B

LEAVE BENEFITS POLICY

35 Hour Week = 15 Sick Days, 3 Personal Days.

Hours/Week	Sick Days	P.B.Days
5	2	0
6	3	1
7	3	1
8	3	1
9	4	1
10	4	1
11	5	1
12	5	1
13	5	1
14	6	1
15	6	1
16	7	1
17	7	1
18	8	2
19	8	2
20	9	2
21	9	2
22	10	2
23	10	2
24	10	2
25	11	2
26	11	2
27	11	2
28	12	2
29	12	2
30	13	3
31	13	3
32	13	3
33	14	3
34	14	3
35	15	3

APPENDIX C

JOB DESCRIPTIONS

Job descriptions are available upon request by contacting union stewards.