

AGREEMENT

Between the

MASCONOMET REGIONAL DISTRICT SCHOOL COMMITTEE

and the

MASCONOMET ASSOCIATION OF SUPPORT STAFF July 1, 2022- June 30, 2025

MASCONOMET ASSOCIATION OF SUPPORT STAFF
Masconomet Regional School District Boxford, Massachusetts

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This Agreement is made and entered into effective July 1, 2022 by and between the Masconomet Regional District School Committee, hereinafter referred to as the "Committee," and the Masconomet Association of Support Staff, hereinafter referred to as the "Association."

ARTICLE I: RECOGNITION

The District recognizes the Association for purposes of collective bargaining as the exclusive representative of the Support Staff in the Masconomet Regional School District.

ARTICLE II: NEGOTIATION PROCEDURE

- A. Not later than March 15 of the calendar year preceding the date in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement.
- B. Any Agreement entered into will be presented in written form to members of both the Committee and the Association.
- C. During negotiations either party may, if it so desires, utilize the services of outside consultants.
- D. The Committee, in considering the adoption of new policies which affect wages, hours, or any other condition of employment for Support Staff agrees to meet with representatives of the Association as part of its deliberation.

ARTICLE III: EMPLOYEE CLASSIFICATIONS AND WORK HOURS

A. EMPLOYEE CLASSIFICATIONS

Each Employee covered by this Agreement will be classified according to the number of weeks worked annually.

- 1. Full-Year Employees (52-week)
- 2. School-Year Employees (200 days including holidays)*
 - a. School-year Administrative Assistants will work 180 school days, plus a maximum of ten (10) work days (combination of work days before and after school begins agreed upon by Supervisor and Employee) and also will be paid for twelve (12) holidays or thirteen (13) holidays if Good Friday is a holiday for students.
 - b. School-year Administrative Assistants may be required to work additional days before or after the school year or during vacation weeks. Administrative Assistants will be paid at the appropriate hourly rate for the additional time worked.

B. WORK HOURS

- 1. Each Employee will be classified as Full-Time or Part-Time according to the number of daily hours worked.

2. Each Employee's daily starting and quitting time will be determined by the Administration with the guidelines listed below:

Full-Year Employees: Full-Time, Sept. thru June: 40 hours per week

School-Year Employees : Aug. thru June: 37 1/2 hours to 40 hours per week. Less than 37 1/2 hours per week as determined by the Administration.

All employees will work regular hours during the last week of June and begin again when their department head returns; however, during the months of July, August and school vacations (December, February, and April), the work hours will be 8:00 a.m. to 3:00 p.m.

3. School year employees should be notified of their last working day of the year.

C. WORK BREAKS

All work days listed under WORK HOURS which are in excess of 5 hours shall include a one-half hour lunch period.

D. OVERTIME

Each Employee shall be paid at the regular rate of pay for all time worked except the following periods which shall be paid at time and one-half the regular rate. The method of payment (overtime pay or compensatory time) for such overtime shall be discussed and agreed upon between the immediate supervisor and Employee:

1. Work in excess of 40 hours in one week.
2. Work at any time on Saturday, Sunday, any holiday, or after eight hours work on any work day.

Employees may be expected to work overtime provided they are given 24 hours advance notice. If any Employee is unable to work overtime due to personal circumstances, other Employees may be asked to perform the work.

ARTICLE IV: JOB TITLES AND WAGES

A. JOB TITLES

1. This agreement covers Employees assigned the following job titles and any others which may be created:
 - a. Administrative Assistant
2. Job responsibilities and duties will be listed in Job Specification Sheets issued by the Administration.
3. Any change (increase or decrease) in a job's responsibilities and duties will be discussed between the administration and the Association before changes are implemented. Any increase in a job's responsibilities and duties will entitle the Employee to a job review. These job reviews will be discussed with the Association. The Association will have the right to review additional responsibilities and discuss any salary change as deemed necessary.

4. Employees will be advised by the administration by June 1 of the preceding contract year of the number of hours and weeks to be worked in the following year.

B. WAGES

Step	FY23	FY24	FY25
1	25.41	25.91	26.43
2	25.80	26.32	26.85
3	26.27	26.79	27.33
4	26.68	27.22	27.76
5	27.13	27.67	28.22
6	28.48	29.05	29.63
10	29.05	29.63	30.22
15	29.62	30.21	30.81
20	30.22	30.82	31.44
Wage Adj.	2.25%	2.00%	2.00%

1. When vacancies occur, a replacement hired from outside the bargaining unit will start on Step 1 of the pay scale.

A person who moves from one position to another within the bargaining unit will be placed on a step commensurate with experience and longevity. This step assignment will be agreed upon by both the Association and the Superintendent. (For purposes of this contract, a step is equal to one year of successful experience within the bargaining unit.)

2. Method of Payment: Bi-weekly installments during the annual working period. Direct deposit of checks is a requirement for all staff employed on or after July, 1, 2013.
3. An Administrative Assistant who mentors a new Administrative Assistant during the new employee's first year of service will be paid a stipend of \$500.00 for that year. In order to be eligible to be a mentor, the Administrative Assistant must have a minimum of five years of satisfactory service, must be covered under the terms and conditions of this collective bargaining agreement, and must have direct experience performing similar functions as the person being mentored. In cases where there is not an Administrative Assistant having the same duties, the mentorship may be given to an Administrative Assistant within the department. The role of the mentor is voluntary on the part of the Administrative Assistant. This position must be approved by the supervisor and the administration. The mentor opening will be posted for a period of five (5) days minimum.

Mentors are expected to provide training relative to district and department procedures and policies as well as introduce the new hire to software applications and office equipment operations. They are to encourage professional behavior, set high expectations, and act as a resource and support during the first year of employment. A mentor also is expected to introduce the new hire to others in the department, in the building, and support people in the district. Upon completion of the mentorship, both parties will sign the task checklist and submit it to the Superintendent, and payment will be processed for the mentor.

4. **Severance Pay**- Support staff must have been hired prior to June 30, 2019 in order to qualify for the Severance Pay Benefit. Support staff must notify the Superintendent of their intent to retire no later than February 1 in order to receive severance pay by July 1 of that calendar year. If notification comes later than February 1, severance pay will not be received until July 1 of the following year.

Upon retirement each Employee will be paid 1% of annual pay for each year of service. Severance pay will be based on salary rate at time of retirement. To qualify for severance pay, the Employee must have ten (10) years of service at Masconomet and must be 55 years of age and/or otherwise qualify for immediate payment of retirement benefits.

In the event of the death of an employee who is qualified to receive severance pay, the benefit will be paid to the employee's declared beneficiary.

5. The first ninety calendar days of employment for new Employees shall constitute a probation period. Said new Employees shall enjoy all rights under this **Agreement** except that during the probationary period, these Employees shall not have the right of grievance in cases relating to discipline or discharge.
6. The Committee agrees to extend to all members of the Association the privilege of participating in a "Tax-Sheltered Annuity" plan as provided under Chapter 466, Acts of 1963, Commonwealth of Massachusetts, and pursuant to the applicable provisions of United States Public Law No. 87-370, and to enter into contract with the individual member electing this option, to use the amount by which he/she authorizes his/her annual compensation be reduced to pay the premiums of said annuity.

The Committee agrees to contribute to a 403(b) Plan for all bargaining unit members. A bargaining unit member who elects to participate in the program must notify the Superintendent in writing no later than December 15th preceding the first year of participation, and no later than September 30th for new hires.

Effective September 1st, 2019, the Committee will annually match up to \$200 of an individual employee's contribution to a 403(b) Plan. The amount matched will be paid in two (2) payments one in November and one in May.

The School Committee will not be responsible for any administrative costs charged by a third party for administering this program.

C. LONGEVITY

Beginning on July 1, 2023, Administrative Assistants with extended service at Masconomet will receive a sum of money, stipulated below, which will be added to their yearly salary. For purposes of this extended salary schedule, "Length of Service" will mean years of continuous work at Masconomet.

Length of Service	Annual Amount
10 – 14 Years	800
15 – 19 Years	1,000
20 – 24 Years	1,200
25+ Years	1,400

ARTICLE V: TIME OFF FROM ANNUAL WORK PERIODS

Full-year Employees will be given time off from normal working periods under the conditions listed below at regular pay.

A. VACATIONS

School year employees are not eligible for vacation.

1. Days of Vacation

Full Year Employees:

<u>No. of Years of Service:</u>	<u>No. of Days</u>
	<u>.83 days per month</u>
Less than one year of service 1 year, but less than 5	10 days
5 years, but less than 10	15 days
10 years, but less than 15	20 days
15 years or more	25 days

2. The vacation schedule for each Employee must be approved by the Supervisor. In case of conflict, vacations will be approved in order of seniority. In case of disagreement, the request will be referred to the Superintendent whose decision will be final.
3. Full-year Employees may carry forward a maximum of ten (10) vacation days in addition to vacation earned during the current year. Full-year Employees may not request payment for unused vacation days except upon termination of employment.
4. If a holiday falls within an approved vacation period, the holiday will not be counted as a vacation day.
5. No more than a total of 10 vacation days can be taken when school is in session unless it is mutually agreed to by the staff member and his/her supervisor that the timing of those days will not have a negative impact on students, staff, or the general operation of the department or school at Masconomet.

B. HOLIDAYS

Full-Year Employees

Paid Holidays - Holidays listed below which fall on a working day:

1. Day before New Year's	10. Labor Day
2. New Year's Day	11. Columbus Day
3. Martin Luther King Day	12. Veterans' Day
4. Washington's Birthday	13. 1/2 Day before Thanksgiving*
5. Patriot's Day	14. Thanksgiving Day
6. Memorial Day	15. Friday after Thanksgiving
7. Juneteenth	16. Day before Christmas*
8. Independence Day	17. Christmas Day
9. Friday Before Labor Day+	

* If these days are school holidays. (If school is in session on these days, Employees will be dismissed at the same time as Teachers.)

+ Beginning July 1, 2023.

Should any Holiday fall on an Employee's normal day off, the nearest scheduled working day will be considered to be the Holiday, except that should the school be in session on the nearest scheduled working day, the day owed will be added to the vacation period.

HOLIDAYS: - School-Year Employees

The following twelve (11.5) paid holidays will be included in the School-Year Employees 200 days (see Article III, Section A-2).

1. Day before New Year's	7. Columbus Day
2. New Year's Day	8. Veterans' Day
3. Martin Luther King Day	9. 1/2 Day before Thanksgiving*
4. Memorial Day	10. Thanksgiving Day
5. Juneteenth	11. Friday after Thanksgiving
6. Labor Day	12. Christmas Day

C. ADVERSE WEATHER AND OTHER CONDITIONS

a. If school is called off due to weather conditions, full-year Employees are expected to report to work. If a full-year Employee feels that conditions prevent him/her from reporting to work, he/she may contact the building Principal and use a sick day or personal day in place of work. Employees are not expected to report to work until driveways and walkways have been maintained properly for entrance to the building, with all doors open which are normally used by Employees on school days. The heat shall be maintained in the offices at the same level as when school is in session.

By mutual consent between supervisor and Employee, school-year Employees may work on snow days and will be paid a full day's pay if a minimum of six (6) hours are worked, or will be paid an hourly rate if less than six (6) hours are worked.

b. If school is dismissed early due to weather, operating or maintenance conditions.

Employees will be dismissed 45 minutes after the teachers.

- c. If the building is closed due to operating or maintenance conditions, Employees are not expected to report to work.
- d. When the Governor declares a "State of Emergency" before 9:00 a.m. on a specific day, Employees will not be required to report for work nor will they be charged a sick day. If the "State of Emergency" is declared after 9:00 a.m., the directions of the Governor shall be followed.

D. SICK LEAVE

- a. Days of Leave: Full-Year Employees: 18 days per year
School Year Employees: 15 days per year

Sick leave days are accumulative to 205 days for full-year Employees and to 185 days for school-year Employees.

- b. Any Employee who has been absent because of illness for 14 consecutive days shall return to work only after presentation of a certificate from the attending physician indicating satisfactory recovery and ability to perform duties.
- c. It is agreed and understood that the District has indicated that it will consider extension of sick leave under reasonable circumstances to an Employee who has exhausted his/her sick leave. Legitimacy of the sickness or disability, length of service and other such factors will be considered by the District in exercising this consideration.

Five school days will be granted per year due to emergency illness or injury in the immediate family requiring a secretarial Employee to make arrangements for necessary medical and/or nursing care. The term "immediate family" shall apply to husband, wife, son, daughter, father, mother, sister, brother, or other member of the immediate household. These days are to be subtracted from sick leave.

- d. Additional days for emergency illness or injury as stated in Paragraph 3 may be granted by the Superintendent at his/her discretion.
- e. Employees should be notified of accumulated sick leave by the first pay period in September.

E. BEREAVEMENT LEAVE

Members of the bargaining unit will be allowed a total of up to five (5) calendar days' bereavement leave for each death in the immediate family. Immediate family is defined as any of the following family members of the employee or his/her spouse/partner, child, grandchild, parent, sibling, son/daughter-in-law, or other member of the immediate household. Up to two (2) consecutive calendar days will be allowed in the event of the death of the employee's or his/her spouse/partner's

grandparents, uncle, aunt, niece or nephew. Such leaves shall not be deducted from accumulated sick leave days or from personal days and must have the approval of the superintendent and his/her designee. For purposes of this, expansion of the above-defined "immediate family" may be granted at the discretion of the superintendent.

F. PERSONAL LEAVE

Each Employee shall be given days of personal time as follows:

Full-Year Employees - 4 days per year

School-Year Employees - 3 days per year

Requests for personal time must be submitted in writing to the Employee's Supervisor at least 24 hours in advance. The "personal day form" shall state, "This personal day is being requested for business that cannot be conducted at any other time."¹¹

Unused personal days shall be added to accumulated sick leave days.

G. PROFESSIONAL LEAVE AND EXPENSES

With the approval of the immediate supervisor, Employees may be given leave to attend meetings, conventions and workshops for professional growth. In addition, the school will pay conference-related expenses (including fees, meals, lodging and transportation) incurred by the Employees who attend workshops, conferences, conventions, or other meetings of their local, state and national organizations with the approval of the Superintendent.

Employees may attend classes at Masconomet which will relate to their job during business hours with supervisory recommendation and approval of the Superintendent and may subscribe to pertinent journals and newsletters.

H. LEAVE WITHOUT PAY

Absences for other reasons, without pay, may be granted by the Superintendent if requested and approved in advance. Payment withheld will be prorated according to the number of days of absence.

I. JURY PAY

During absence for Jury Duty or Witness Service, regular pay will continue less the amount of compensation received by the worker from the court.

J. MATERNITY LEAVE

1. Upon receipt of at least two weeks' written notice of anticipated date of departure and intention to return, the District shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of the Massachusetts General Laws, Chapter 149, Section 105D.
2. Childrearing leave up to one (1) year will be granted without pay.
3. Under extenuating circumstances, a leave of absence of up to one (1) year may be granted by the Committee upon recommendation of the Superintendent.

ARTICLE VI: VACANCIES AND PROMOTIONS

The President of the Association will be notified by the Superintendent's Office of any clerical vacancies, including the position of Executive Assistant to the Superintendent (a confidential Employee), and each Employee will be given equal opportunity to make application. The vacancies will also be posted by the Superintendent's office for a period of five (5) working days minimum.

ARTICLE VII: PERFORMANCE APPRAISAL

- A. An Employee's performance will be evaluated annually. A new Employee will be evaluated at the end of the probationary period (90 days) and then annually. These evaluations and recommendations will be made by the immediate supervisor before reappointment on June 1.
- B. The evaluation format will be based on the work performance standards and will identify any areas of strength, as well as objectives for improving performance.

ARTICLE VIII: INSURANCE

Administrative Assistants who are contracted to work 20 or more hours per week will be provided life, medical, and dental benefits as are provided to members of the professional teaching staff. Effective July 1, 2016, the District will pay sixty-nine (69) percent of the cost of the PPO Plan and seventy-four (74) percent of the cost of the HMO Plan.

ARTICLE IX: SERVICE DATE AND ACCUMULATED BENEFITS

- A. Service date for determination of annual and accumulated benefits will be the date of continuous employment by the Masconomet Regional School District into a full-year or school-year position.
- B. Accumulated benefits will be transferable upon inter-departmental change of position within the Masconomet Regional School District System.

If a School-year Employee becomes a full-year employee, he/she will be granted vacation and longevity benefits as per Article IV, Section B. 4 and Article V, Section A.1.

ARTICLE X: SENIORITY

A. DEFINITION

For the purposes of this Article, seniority shall be considered as the length of an Employee's continuous service in the Masconomet Regional Support Staff.

B. REASONS FOR LOSS OF SENIORITY

An Employee shall lose seniority for the following reasons:

1. The Employee quits employment from the District.
2. The Employee is discharged (i.e., for unsatisfactory performance or for good cause).
3. The Employee is absent for three (3) unauthorized consecutive working days without notifying

the Superintendent. Exceptions may be made only with the consent of the Committee. After such absence, the Committee will send written notification to the Employee at the last known address that said Employee's seniority has been lost and the Employee has been terminated.

4. If the Employee does not return to work when recalled from layoff and fails to notify the Superintendent of intention to return within four (4) days of notice of recall, or fails to return to work within fourteen (14) calendar days. Exceptions shall be made only with the consent of the Committee.
5. If the Employee is laid off for a period in excess of 18 months.
6. If the Employee retires.

C. PROCEDURE IN EVENT OF LAYOFF

Any employee due to be laid off shall have the right to bump other Employees in equal or lower job titles or classifications within Administrative Assistant ranks provided the Employee is, in the opinion of the Superintendent, qualified to perform the job, and then, based on seniority. If a transfer to a lower job title or classification is to avoid a layoff, the Employee assigned to a position at a lower grade will not be reduced in pay as a result of the transfer.

ARTICLE XI: RECALL

An Employee who has been laid off shall be recalled if a position for which such Employee is qualified becomes available within 18 months of layoff subject to conditions in Article X, Item B, 4.

ARTICLE XII: GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. An informal meeting will take place between the grievant and the immediate supervisor in order to solve that grievance.

Step 2. The President of the Association, or designee, with or without the aggrieved Employee, shall take up the grievance or dispute with the Employee's immediate Supervisor within three (3) working days of the date of the grievance or the Supervisor's knowledge of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond to the President within three (3) working days.

Step 3. If the grievance has not been settled, it shall be presented in writing to the Management Team within three (3) working days after the Supervisor's response. The Management Team shall respond to the President in writing within three (3) days after receiving the grievance.

Step 4. If the grievance still remains unadjusted, it shall be presented to the Superintendent in writing within three (3) working days after the response of the Management Team. The Superintendent shall respond in writing within five (5) working days.

The number of days indicated in the above procedure may be extended by mutual agreement due to

any absence of the parties to the procedure.

Step 5. The decision rendered by the Superintendent will be considered final.

ARTICLE XIII: AGREEMENT REOPENING

Any provision of this Agreement may be reopened for renegotiation at any time by mutual consent of the Association and the School Committee.

ARTICLE XIV: DURATION

This Agreement shall become effective July 1, 2022, and shall terminate on June 30, 2025. If a new Agreement has not been reached by June 30, 2025, this Agreement shall remain in effect until a new Agreement is reached by both parties.

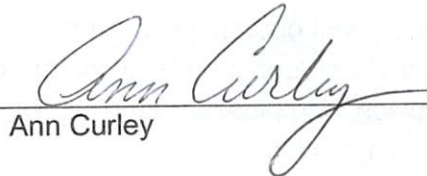
In witness whereof, the parties hereunto set their hands and seals this 23 day of November 2022.

Masconomet Association of Support Staff

Masconomet Regional School Committee


Cathie Daly


Tasha Cooper, Chair


Ann Curley

Addendum A: WORK PERFORMANCE STANDARDS: Administrative Assistant

POSITION TITLE: Administrative Assistant
SUPERVISOR: School Administrator or Department Head

DATE OF PERFORMANCE STANDARDS: December

2005

SALARY RANGE: Per Contract

WORK HOURS: 40-52 weeks per year, depending on position; 37.5-40 hours per Week, depending on position

QUALIFICATIONS:

- High School diploma with five years' experience in a secretarial position
- Previous supervisory experience desirable
- Ability to work independently
- Working knowledge of Microsoft Word, Excel, Access and PowerSchool; Website design desirable, presentation tools, email, and other common work productivity tools.
- Outstanding communication skills

OBJECTIVE:

To assist school administrators and department heads in providing a well organized, efficient office that coordinates the District's resources such that teachers, principals, students and the community are able to receive the maximum educational benefits in a safe, clean, and pleasant environment within the mandates of the policies and regulations of all governing agencies

PRIMARY RELATIONSHIPS:

School administrators, principals, and department heads

DESCRIPTION OF DUTIES:

Maintain a professional demeanor and subscribe to office ethics regarding privacy and confidentiality pertaining to sensitive materials and students and staff

Maintain all necessary records for the office, which may include, but not be limited to, attendance, budget and bookkeeping, personnel and student, scheduling, Federal and DOE, and any other records deemed necessary by the school administrator and/or department head

Interact with parents, students, and staff in a professional and courteous manner

Perform secretarial services efficiently and, when necessary, on a priority basis

Coordinate special programs and activities as may be required by the department

Prepare oral and written communication as directed by the school administrator or department head

Supervise administrative assistant staff within the department

Prepare purchase orders, ordering of materials/supplies, and maintenance/ inventory of school supplies and equipment within the department

Distribute and collect mail as necessary

Assume other duties and responsibilities as directed by the school administrator and/or department head

Addendum B: Checklist for Mentors

A. Procedures & Policies

1. Attendance/ Absence
2. Purchasing
3. Money collection, check requests, and student activity fund
4. Other money collected
5. Student handbook
6. Employment contract
7. Relevant School Committee policies
8. Field Trips
9. School year cycle/timeline/calendar
10. Any new procedures, once implemented

B. Software

1. Microsoft Outlook
2. Internet Explorer
3. Microsoft Office
4. PowerSchool
5. Microix
6. MIP
7. School Dude (Work Orders, Facility Use Scheduling)
8. Any new or replacement software, when implemented

C. Office Equipment

1. Voicemail
2. Fax
3. Copiers
4. Telephone
5. Printers
6. Any new equipment, once installed

Mentor Signature

Date

Employee Signature

Date