

**Secretarial Contract**

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**Secretarial Contract**  
**Effective: July 1, 2020 to June 30, 2023**

**Agreement between Maynard School Committee and Local 1703, State Council #93,  
American Federation of State, County and Municipal Employees**

# Secretarial Contract

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## Table of Contents

| <u>Article #</u>    | <u>Article</u>                      | <u>Page Number</u> |
|---------------------|-------------------------------------|--------------------|
| 1                   | Agreement                           | 3                  |
| 2                   | Recognition                         | 3                  |
| 3                   | Rights of the Committee             | 3                  |
| 4                   | Dues Deduction                      | 3                  |
| 5                   | Agency Service Fee                  | 4                  |
| 6                   | PEOPLE Deduction                    | 5                  |
| 7                   | Non-Discrimination                  | 5                  |
| 8                   | Grievance Procedure                 | 5                  |
| 9                   | Arbitration                         | 7                  |
| 10                  | Vacancies and Promotions            | 8                  |
| 11                  | Seniority                           | 9                  |
| 12                  | Probationary Period                 | 10                 |
| 13                  | Discipline and Discharge/Just Cause | 10                 |
| 14                  | Work Year                           | 10                 |
| 15                  | Hours of Work                       | 11                 |
| 15B                 | Overtime                            | 12                 |
| 15C                 | Time Clocks                         | 13                 |
| 16                  | Sick Leave                          | 13                 |
| 17                  | Personal Days                       | 14                 |
| 18                  | Holidays                            | 15                 |
| 19                  | Parental Leave                      | 15                 |
| 20                  | Vacation Leave                      | 16                 |
| 21                  | Bereavement Leave                   | 17                 |
| 22                  | Jury Duty                           | 18                 |
| 23                  | Health Insurance                    | 18                 |
| 24                  | Union Rights and Privileges         | 18                 |
| 25                  | Administration of the Salary Plan   | 18                 |
| 26                  | Informal Consultation               | 20                 |
| 27                  | Miscellaneous Working Conditions    | 20                 |
| 28                  | Joint Committees                    | 21                 |
| 29                  | Salaries                            | 21                 |
| 20                  | Separability and Savings            | 21                 |
| 31                  | Duration                            | 22                 |
| <br><u>APPENDIX</u> |                                     |                    |
| A                   | WAGE SCHEDULE                       | 23                 |
| B                   | GRIEVANCE FORM                      | 24                 |
| C                   | WEATHER EXTREMES SIDE LETTER        | 25                 |
| D                   | ANNUAL EVALUATION                   | 26                 |
| E                   | ANNUAL PERFORMANCE REVIEW           | 27                 |
| F                   | SENIORITY LIST                      | 29                 |

# Secretarial Contract

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## **ARTICLE 1: AGREEMENT**

This Agreement to be effective July 1, 2020 to June 30, 2023 by and between the School Committee of the Town of Maynard, Massachusetts (hereinafter referred to as the "Committee") and Local 1703, State Council #93, American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union") pursuant and subject to the provisions of the General Laws of the Commonwealth of Massachusetts.

## **ARTICLE 2: RECOGNITION**

The Committee recognizes the Union as the exclusive collective bargaining agent for a unit of all secretarial employees of the Maynard Public Schools including secretaries and excluding all Administrative Assistants, accounting secretaries, administrators, teachers, custodians, classroom aides, lunchroom aides, recess aides and cafeteria workers, all confidential and managerial employees and all other Employees of the Committee as certified by the Massachusetts Labor Commission in Case No. MCR-2100.

## **ARTICLE 3: RIGHTS OF THE COMMITTEE**

Except as specifically provided otherwise in this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management as provided for under applicable statutes and reserves and retains all powers, authority, and prerogatives including without limitation, the exclusive right to issue policies, rules and regulations governing the conduct of the Maynard Public Schools provided that such rules and regulations are not inconsistent with the expressed provisions of the Agreement. The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 4: DUES DEDUCTION**

### **Section 1.**

The Committee agrees, whenever appropriately authorized, in writing, to deduct from the salaries of the Employees in the bargaining unit bi-weekly dues for membership in the Union. Written requests on appropriate forms must be filed with the Superintendent or designee.

### **Section 2.**

The Union will certify to the Committee in writing the current rate of membership dues. The Union shall give the Committee thirty (30) days written notice prior to the effective date of change of membership dues.

## **Secretarial Contract**

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### **Section 3.**

Deductions shall be made in installments on specified payroll periods. The Committee shall not be required to honor for any month's deduction any changes in authorization that are delivered to it later than three (3) weeks prior to the payday when the deductions are to be made.

### **Section 4.**

The Treasurer of the Town of Maynard or designee shall send all dues collected pursuant to this Article to the Local Union Treasurer. The School Committee shall not be responsible for any delays in transmittal after it has sent the dues to the Treasurer of the Town of Maynard.

### **Section 5.**

The Union shall indemnify and save or hold the Committee and/or Town harmless against all claims, demands, suit or other form of liability, which may arise by reason of any actions taken making deductions and remitting same to the Union pursuant to this Article.

## **Article 5: AGENCY SERVICE FEE**

### **Section 1.**

Effective the 30th day following the beginning of employment or the effective date of this Agreement, whichever is later, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Union in an amount equal to the cost of contract administration and negotiations.

### **Section 2.**

The Union will certify to the Committee in writing the current rate of the Agency Service Fee. The Union shall give the Committee thirty days written notice prior to the effective date change of membership dues.

### **Section 3.**

Deductions shall be made in installments on specified payroll periods. The Committee shall not be required to honor for any month's deduction any changes in authorization that are delivered to it later than three weeks prior to the payday when the deductions are to be made.

## Secretarial Contract

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### Section 4.

The Treasure of the Town of Maynard or his designee shall send all dues collected pursuant to this Article to the Local Union Treasurer. The School Committee shall not be responsible for any delays in transmittal after it has sent the dues to the Treasure of the Town of Maynard.

The Union agrees to indemnify and save the Committee harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employees' pay or out of application of this Article. This Article shall not apply to any employee who has authorized the Committee to deduct full Union dues under Article 4 of this agreement.

## **ARTICLE 6: PEOPLE DEDUCTION**

The Committee agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any point in time by given written notice to both the Employer and Union. The Committee agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deduction have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 7: NON-DISCRIMINATION**

There shall be no discrimination, restraint, or coercion by the Committee or the Union against any Employee covered by this Agreement because of membership or non-membership in the Union or participation or non-participation in its activities.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

### Section 1.

A grievance shall be defined as an alleged violation of the specific terms and/or provisions of this Agreement, or any dispute over the interpretation, meaning, or application of the specific terms and/or provisions of this Agreement.

### Section 2.

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances of the Employees covered by this Agreement. Nothing herein contained will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without

## Secretarial Contract

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intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. In the event the grievance is resolved, the Union shall be notified in writing of said disposition by the Superintendent or his/her Central Office designee.

### Section 3.

Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits shall permit the grievance to proceed to the next step. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement of the parties.

### Section 4

- Step 1:** The aggrieved Employee shall discuss the grievance with the Union Steward. The Union Steward, or representative with the aggrieved employee, shall present the grievance in writing and shall meet with the employee's immediate supervisor within five (5) working days of the occurrence of the grievance.
- Step 2:** If the grievance has not been settled by the immediate supervisor within seven (7) working days of the written presentation of the grievance, the Employee, within seven (7) working days after the written response of the immediate supervisor is due, may file with the Superintendent or designee a written statement of grievance on the form contained in Appendix B, signed by both the aggrieved Employee and the Union Steward or representative. The Superintendent or designee shall within *ten (10)* working days of receipt of the grievance, meet with the Employee and the Union Steward or representative in an effort to settle the grievance.
- Step 3:** If the grievance remains unadjusted or if the Superintendent or designee fails to respond in writing to the unadjusted grievance within ten (10) working days after the presentation to the Superintendent or his designee, the Union Steward or representative may present such grievance on the signed form contained in Appendix B to the School Committee. Within fifteen (15) working days after the response of the Superintendent or his/her designee is due, the School Committee shall meet with the Union Steward or Representative in an effort to settle the grievance. The School Committee shall respond in writing within fifteen (15) working days or five (5) working days subsequent to the next regular School Committee meeting, whichever is later. See also Article 11, sentence two.

## Secretarial Contract

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

### Section 5.

If at the end of five (5) working days next following the occurrence of any grievance, the grievance shall not have been presented at the Step 1, the grievance shall be deemed to have been waived and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefore by said Section 4.

## **ARTICLE 9: ARBITRATION**

### Section 1.

In the event either party elects to submit a grievance to arbitration, the arbitration proceeding shall be conducted by the American Arbitration Association pursuant to its Voluntary Labor Arbitration Rules.

### Section 2.

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties. In no event shall any present or future member of the Committee or the Union have any personal obligation for any payment under any provision of this Agreement.

### Section 3.

If either party desires a verbatim record of the proceeding said party may cause such a record to be made. Said party shall pay for the record and make copies available without charge to the other party and to the arbitrator.

### Section 4.

The parties shall request the arbitrator to issue his decision within thirty (30) days after the conclusion of testimony and the submission of briefs.

### Section 5.

Notwithstanding any contrary provisions, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific term or provision of this Agreement. The arbitrator will be without power or authority to alter, add to, detract from the provisions of this Agreement or to make a decision which involves any matter wherein the

## **Secretarial Contract**

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Committee's decision is final and binding under the terms of this Agreement or by law. In addition, the arbitrator will be without power or authority to render a decision which:

- a) is inconsistent with the statutory and decisional laws of the Commonwealth of Massachusetts or of the United States;
- b) involves an incident which occurred or failed to occur prior to the execution of this Agreement; or
- c) orders a remedy to be effective more than five (5) working days prior to the filing of the written grievance concerned.

### **Section 6:**

Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and Union and shall be final and binding upon the Committee, the Union and the Employees who initiated the grievance.

## **ARTICLE 10: VACANCIES AND PROMOTIONS**

### **Section 1**

When a vacancy occurs in a position covered by this Agreement and the Principal or Superintendent intends to fill such vacancy, such vacancy shall be posted in a conspicuous place at all of the schools and the central administration building for a period of five (5) working days listing the rate of compensation, duties, work location, hours of work and qualifications. Employees interested shall apply in writing within the five (5) working day period. An opportunity for extra pay is considered a vacancy within the Unit and will be posted (other than routine overtime); example, providing support to a grant which pays a stipend.

### **Section 2**

The Principal/Superintendent in the filling of vacancies will give due consideration to the length of service, skill, competence, ability of all candidates and all other relevant factors. Whenever the above factors are equal in the judgment of the Principal/Superintendent, preference will be given to Employees in the bargaining unit already employed by the Maynard Public Schools. It is recognized and agreed that the final decision as to filling vacancies, must rest with the Principal/Superintendent and that the judgment and decision of the Principal/Superintendent will be final and binding and not subject to the grievance-arbitration provision of this Agreement. Such matters will be subject to the grievance-arbitration only if the action of the Principal/Superintendent was arbitrary and capricious. The Administration shall discuss the application of an Employee on a confidential basis upon his request.



## Secretarial Contract

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### Section 3

Nothing in this Agreement shall prevent the Principal/Superintendent from making appointments until positions can be filled with permanent appointments as provided in this Agreement. Whenever possible and practicable, all permanent appointments shall be made within thirty (30) working days exclusive of vacation, from the date on which the posting period expires.

### Section 4

The successful application shall be given a trial and training period as determined by the Employer. If at the end of a trial and training period it is determined that the Employee is not qualified to perform the work he/she shall be returned to the same or similar old position and old rate.

## **ARTICLE 11: SENIORITY**

### Section 1

Seniority shall be defined as the length of unbroken continuous service in the Maynard Public Schools in a position covered by this Agreement. There shall be separate seniority lists for full-time employees and part-time employees.

### Section 2

Where qualifications, ability, dependability and capacity to perform a responsibility are equal in the judgment of the Principal/Superintendent, the principle of seniority shall be used in case of a reduction of the work force or layoff. Where possible and practicable, Secretaries who are laid off pursuant to this Article shall be notified no later than May 1<sup>st</sup> that they are being laid off the following June 30<sup>th</sup>.

### Section 3

The principle of seniority shall apply in the choice of vacation periods.

### Section 4

Any Employee on layoff will have the right of recall for twenty-four (24) months following the effective date of termination. However, Employees on layoff who have declined an offer of permanent employment in their previous job title, need not be contacted further nor rehired in the event of additional openings to be filled by the Principal/Superintendent.

Employees shall be notified of recall via certified mail at the last address of record at the Office of the Superintendent of Schools. Employees shall have **five (5)** work days from the date of receipt of notification to notify the Superintendent of their acceptance or rejection. Recognizing that an

## Secretarial Contract

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Employee may need time to give notice to another employer after recall, Employees may request their return date to be delayed up to ten (10) working days after their acceptance of recall.

### Section 5

An Employee's seniority shall be terminated under this Agreement for the following reasons:

- a) Resignation;
- b) Discharge for just cause;
- c) Failure to return from an approved leave of absence as scheduled except for reasons beyond the control of the employee;
- d) Failure to report for work as scheduled for five (5) consecutive days without previous notification to the employer except for reasons beyond the control of the employee.

## **ARTICLE 12: PROBATIONARY PERIOD**

The first one hundred twenty (120) days of continuous service after initial appointment shall be considered to be the probationary period. An Employee whose service during this period is not satisfactory may be dismissed from service without recourse to the grievance and arbitration procedure.

## **ARTICLE 13: DISCIPLINE AND DISCHARGE**

No Employee covered by this Agreement shall, after having been employed continuously for a period of one hundred twenty (120) work days or more, be suspended, demoted or discharged except for just cause and until said Employee has been given the reason(s) in writing for any contemplated action. In the event of a proposed discharge, the steps to be followed are those set forth in M.G.L. 71:42. That is, if the Superintendent approves a discharge, the next appeal step is arbitration, not the School Committee.

## **ARTICLE 14: WORK YEAR**

### Section 1

In general, the work year shall be 10 months 11 months, or 12 months. 10-month and 11-month employees shall begin ten (10) days before and end ten (10) days after the first and last days of the school year respectively. (Beginning July, 2010, the Green Meadow secretaries will shift from a 10-month and a 12-month position to an 11-month and an 11-month position). The 11-month secretaries and the Principal may amend the summer scheduling requirements by mutual agreement.

## **Secretarial Contract**

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In the event of a disagreement between the secretaries in developing the summer work schedule, the Principal will assign the summer work schedules according to seniority.

At the time of employment, the Employee shall be notified to which type year his/her position has been assigned.

### **Section 2**

After the probationary period, the length of the year assigned will not be changed without consultation with the bargaining unit. The Union recognizes the Committee's right to adjust the work year at any time that a position becomes vacant for any reason. In the event that the length of the year must be changed due to operational or financial circumstances, at a time that it is occupied by a permanent Employee, the impacted Employee may elect to transfer to another position of the same title or requiring the same skills currently occupied by an Employee of lower seniority.

### **Section 3**

A less than full-time, twelve (12) month Employee called back to work during the summer vacation shall be paid a minimum of three (3) hours at their regular rate of pay. The school reserves the right to offer temporary work without regard for the contract after having called back and having been refused by an Employee covered by this contract.

## **ARTICLE 15: HOURS OF WORK**

### **Section 1**

For purposes of this Agreement, the normal work week for Full-time Employees covered by this Agreement shall be defined as forty (40) hours. . This includes a paid one-half (1/2) hour duty free lunch period each day unless specifically stated otherwise elsewhere in this Agreement. In buildings where more than one Employee covered by this Agreement is assigned, the work schedule will be adjusted and rotated in order to guarantee and provide that at least one Secretary will be on duty in the building during school hours. For purposes of this Agreement, the normal work week for Part-time Employees covered by this Agreement shall be defined as nineteen and a half (19.5) hours.

### **Section 2**

The work schedules of all Employees shall provide for a fifteen (15) minute rest period during each three and one-half (3 1/2) hours actually worked. The rest periods shall be taken at the time mutually convenient to the Employee and his/her supervisor. Rest periods may be combined to shorten the work day or extend the lunch period at the sole discretion of the supervisor. In the event a supervisor elects to allow an Employee to combine rest periods to lengthen the lunch period

## **Secretarial Contract**

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or shorten the work day, Employees agree that such action by the supervisor shall not establish a "past practice".

### **Section 3**

Whenever possible, work schedule adjustments will be by mutual consent of the parties included. Except for emergency situations, in the absence of mutual consent, work schedules shall not be changed unless and until the Employer consults with the Union.

## **ARTICLE 15B: OVERTIME**

### **Section 1**

It is the intent of this Agreement that overtime shall be provided in accordance with the Federal Fair Labor Standards Act, which shall prevail in resolving conflicts regarding overtime issues.

### **Section 2**

No overtime shall be worked or paid unless same is approved in advance by the Superintendent or designee.

### **Section 3**

An Employee shall receive time and one-half his/her regular rate of pay for all time worked in excess of eight (8) hours per day or forty (40) hours per week. However, an Employee may elect to receive overtime in the form of additional paid time off in which case the Employee shall receive two (2) hours paid time off for each hour of overtime worked. The Employee's immediate supervisor shall be responsible to maintain a written record of any time off in lieu of pay accrued and used by an Employee under the provisions of this article. Accrued time off in lieu of pay must be scheduled within fifteen (15) and taken within thirty (30) work days of its accrual.

### **Section 4**

The Employer shall keep records of the overtime work. In case of a grievance involving such records, said records shall be subject to examination by the Union's Representative with the Superintendent or designee.

### **Section 5**

Any Employee called back to work on the same day after having completed his/her work and left his/her place of employment and before his/her next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she shall be granted a minimum of three (3) hours overtime.

## Secretarial Contract

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### Section 6

Overtime shall be distributed equally and impartially to all secretarial Employees within the same classification who work in the same building.

### **ARTICLE 15C: TIME CLOCKS**

In order to ensure that it complies with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, the Committee require that all members of the Union record their time worked and absences on official Committee time record forms using official time clocks, or an equivalent time tracking system established by the Committee. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge.

### **ARTICLE 16: SICK LEAVE**

#### Section 1

All full-time Employees shall accrue sick leave at the rate of twelve (12) days per year without loss of pay for absence caused by illness or injury. Accrual of sick leave will commence upon successful completion of the probationary period and shall be retroactive to the first day of employment. Sick leave not used in the year of service for which it is granted shall be accumulated from year to year up to a maximum of (180) days for (10) month employees, 190 days for (11) month employees and 200 days for (12) month employees. Part-time Employees shall receive sick leave and sick leave accumulation on a pro-rata basis.

#### Section 2

An Employee may be required to furnish a doctor's certificate after absence of three (3) consecutive or more working days because of illness.

#### Section 3

Accrual of sick leave is pro-rated each year for an Employee who does not serve for the full year. Sick leave may be used in one-half (1/2) day increments due to personal illness or injury. Up to five (5) days of sick leave may be used each year for the purpose of attending to ill immediate family members. See Article 21 for definition of "immediate family".

#### Section 4

Once per year all Employees shall be provided information concerning sick leave accumulation.

## **Secretarial Contract**

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### **Section 5**

Sick leave not used prior to the termination of an Employee's service shall lapse and said Employee shall not be entitled to any compensation in lieu thereof.

### **Section 6**

Any Employee who by reason of an industrial accident receives statutory compensation pursuant to Worker's Compensation may receive previously accrued sick leave in the amount necessary to make up his/her regular weekly compensation. However, in no event shall the use of supplementary sick leave result in the Employee receiving after tax compensation in an amount greater than that received in his/her normal pay.

### **Section 7**

Each Employee, upon voluntary or compulsory retirement under the Retirement Law or upon death, be paid as part of his/her termination pay, his/her unused accumulated sick days up to a maximum of one hundred and twenty (120) days at his/her then in effect per diem rate. To be eligible for this benefit, the Employee must have ten (10) years of service in a position covered by this Agreement.

## **ARTICLE 17: PERSONAL DAYS**

### **Section 1**

Each permanent Full-Time Employee may at the discretion of the Administration obtain a maximum of two (2) days of personal leave per work year for the purpose of transacting imperative legal business, household or family matters which are impossible to transact during working hours. Such personal leave days shall not be cumulative. The Employee must provide the Superintendent with at least two (2) working days notice of an intent to take a day of personal leave. Upon notification of an intent to take a day of personal leave and upon consent of the Administration, the Superintendent shall charge said day to personal leave. If a Full-Time employee uses three or fewer sick days a year, the employee shall be entitled to one extra personal day to be issued in the following year. Each Part-Time Employee may at the discretion of the Administration obtain a maximum of one (1) day, equivalent to 3.9 hours, of personal leave per work year for the same above stated purposes. Personal days will not be used during the months of September and June when school is in session.

## Secretarial Contract

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### **ARTICLE 18: HOLIDAYS**

#### **Section 1**

Employees covered by this contract shall receive not less than fourteen (14) paid holidays per year.

#### **Section 2**

The School Committee shall establish a holiday calendar no later than July 1 prior to the calendar year in which the holidays occur.

#### **Section 3**

In the event that operation of the school requires the Employee to work on a designated holiday, regardless of whether or not school is in session, that Employee shall be afforded an alternate paid day off at a mutually agreed upon date during the period starting 30 days before and ending 30 days after said holiday.

### **ARTICLE 19: PARENTAL LEAVE**

#### **Section 1**

An Employee who becomes pregnant shall notify the Superintendent or designee, in writing, as soon as the pregnancy has definitely been determined. When notifying the Superintendent or designee, the Employee shall, where possible, notify the Administration of any request for leave on account of pregnancy and the dates of such leave.

#### **Section 2**

The Committee may require the Employee to submit adequate medical evidence (including the results of a medical examination by a physician of the employee's choice) of the Employee's ability to continue employment and perform her usually assigned duties without possibility of danger or harm.

Accrued sick leave benefits shall be provided for child-bearing leave purposes under the same terms and conditions which apply to other temporary medical disabilities.

#### **Section 3**

Pursuant to Massachusetts General Laws Chapter. 149, S105D, every full-time Employee shall be entitled to leave of absence without pay or increment for a period of eight (8) weeks, if she complies with the following:

- 1) She must have been employed for a period of at least three (3) consecutive months, and

## Secretarial Contract

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- 2) She must provide the Administration with at least two (2) weeks' notice prior to her expected departure date.

However, up to an additional eight (8) weeks of unpaid leave for the purpose of child-rearing may be granted at the sole discretion of the Superintendent or designee. In rendering a decision with regard to extending an unpaid leave of absence factors including, but not limited to, coverage and workload, financial impact and the requesting Employee's past contributions shall be considered. The Superintendent's decision shall be final and not subject to the grievance provisions of this Agreement. Opportunity for child-rearing leave applies equally to an Employee who has adopted a child.

### Section 4

#### Family Medical Leave

"The secretaries acknowledges that Local 1703 and the Committee are subject to the provisions of the FMLA. The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA."

## **ARTICLE 20: VACATION LEAVE**

### Section 1

Vacation eligibility shall be computed as of July 1 for all permanent full time Employees as follows:

| <u># Months Served</u>       | <u># Days Accrued per Month</u> | <u># Vacation Days per Year</u> |
|------------------------------|---------------------------------|---------------------------------|
| one (1) to sixty (60) months | 11/12                           | 11                              |
| sixty-one (61) to 120 months | 16/12                           | 16                              |
| more than 120 months         | 21/12                           | 21                              |

### Section 2

Employees covered by this Agreement who work less than a full calendar year shall receive a pro-rated number of vacation days based upon the number of months and hours worked during the year according to the rates established in Section 1.

Such employees shall take vacation time during student vacation periods. It is understood that if employees have accrued vacation time in excess of available student vacation time, after using



## **Secretarial Contract**

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student vacation periods, they may take additional time with the approval of the supervising administrator.

### **Section 3**

Employees covered under this Agreement may accumulate vacation time from year to year up to a maximum of two times their annual accrual.

### **Section 4**

No vacation days can be bought-back in any year, except the retirement year.

### **Section 5**

Employees will endeavor to utilize vacation leave when school is not in session, whenever possible. In special situations, vacation requests when school is in session can be approved by the Principal.

Vacation will be granted subject to Building Principal; however, said approval will not be unreasonably withheld.

Employees will attempt to use their vacation time by June 30<sup>th</sup>.

## **ARTICLE 21: BEREAVEMENT LEAVE**

### **Section 1**

Employees shall be allowed up to three (3) consecutive working days of bereavement leave during that Employee's work year in each case of death in the immediate family. ("Immediate family" for the purpose of this section is defined as spouse, child, grandchild, father, mother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, sister, brother or any person who is a permanent resident of the Employee's home. See also paragraph two below.) Such bereavement leave days shall not be cumulative.

When circumstances warrant, additional paid time may be granted at the sole discretion of the Superintendent and the granting of such leave shall not establish a past practice. The decision of the Superintendent shall not be grievable under Article 8.

### **Section 2**

This Article shall be administered in light of its purpose which is to provide the Employee the opportunity when needed to attend the funeral or to attend to family or personal matters arising as a result of the death.

## **Secretarial Contract**

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### **ARTICLE 22: JURY DUTY**

An Employee called to jury duty shall be compensated in accordance with the requirements of Massachusetts General Laws, Chapter 234A. The Employee should notify the Administration as soon as possible after receiving a summons calling him or her to jury duty. The Employee must submit a copy of the service certificate provided by the court after the completion of jury duty in order to receive compensation for days of jury service.

### **ARTICLE 23: HEALTH INSURANCE**

All Employees covered by this Agreement shall receive the same health insurance benefits and the same contribution levels that are provided for any other employee of the Maynard Public Schools provided that they are eligible under Massachusetts General Laws, C. 32B.

### **ARTICLE 24: UNION RIGHTS AND PRIVILEGES**

#### **Section 1**

A written list of Union Stewards and other representatives shall be furnished to the Employer no later than September 15th of each year. The Union shall notify the Employer of any changes in said list.

#### **Section 2**

One (1) Union Representative shall be allowed to attend a one (1) day State or national meeting per year without loss of pay.

#### **Section 3**

One (1) Union Representative shall be allowed up to five (5) hours per month for the investigation and settlement of grievances.

### **ARTICLE 25: ADMINISTRATION OF THE SALARY PLAN**

#### **Section 1**

Initial placement of the salary schedule shall be based on training and experience. Exceptions may be made by the Superintendent of Schools upon a showing of unusual circumstances.

#### **Section 2**

Step increments shall be awarded on each July 1 of every year during the term of this agreement unless specified otherwise. All service beginning on or after July 1 through December 31 of any

## **Secretarial Contract**

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fiscal year becomes creditable service. All service beginning on January 1 through June 30 of any fiscal year for purposes of this Article shall not be considered creditable service.

### **Section 3**

The awarding of a move to the next step in the wage schedule is not automatic but is based upon satisfactory performance as determined by the evaluation of the Superintendent or his/her designee and the building Principal or immediate supervisor involved. See Appendix D.

### **Section 4**

Prior to July 1 of each year, before awarding any step increments each Employee's performance shall be evaluated formally by the Employee's immediate supervisor involved. The evaluation form appears in Appendix E. The results of this evaluation shall be made known to the individual Employee involved. An Employee may, within five (5) days of knowledge of the result of a formal evaluation, discuss said evaluation with the Superintendent. See Appendix D. The Superintendent may take action, as appropriate, at his/her sole discretion.

### **Section 5**

Employee Records: 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 read 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 reasons for not showing the statement or report to the Employee at the time of filing, but the Employee shall be given the opportunity to read the report as soon as he is available thereafter.

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.

The Employee shall be given a copy of any evaluation report prepared by an administrator or supervisor and shall have the right to discuss such a report with him/her and file in their personnel file a written answer thereto.

# Secretarial Contract

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## Section 6

The evaluations conducted pursuant to this Article shall not be subject to the grievance-arbitration provisions of this Agreement. In the event that an Employee's evaluation has an adverse effect on the Employee's rate of pay, the denial of step increases shall be subject to the grievance-arbitration provisions of this Agreement.

## Section 7

The parties agree that Employees will be paid sick, holiday, personal, and/or vacation time for the hours they were scheduled to work on the day when the leave is taken.

## **ARTICLE 26: INFORMAL CONSULTATION**

Any Employee covered by this Agreement and/or an Employee representative, may discuss informally any employment matter with an appropriate Administrator. An effort will be made to resolve the issue as close to the origin of the concern as possible. If necessary, the concern may be referred to the Superintendent. The Superintendent, if appropriate, and if the Employee agrees, may involve a School Committee member as a liaison. Nothing in this Article in any way limits or restricts the Employee from filing a grievance.

## **ARTICLE 27: MISCELLANEOUS WORKING CONDITIONS**

### Section 1

No bargaining unit Employee shall be required to transport children or deposit for the Maynard Public Schools sums of money in excess of \$100.

### Section 2

An Employee providing advanced notice of his/her intent to retire into a recognized retirement system shall be given an incentive bonus upon retirement. The incentive shall be provided as follows:

|  |             |
|--|-------------|
| Notice eighteen (18) months in advance                     | \$ 1,000.00 |
| Less than eighteen (18) but more than twelve (12 months) * | \$ 500.00   |

\* Payment may be withheld until the next July 1st for budgetary purposes at the discretion of the School Committee.

No Employee shall benefit from both this provisions and any early retirement incentive program offered by the Town of Maynard.

# Secretarial Contract

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## Section 4

An Employee shall not suffer a loss of pay when the schools are closed because of a bomb scare.

## Section 5

In the event that all Maynard Public Schools are closed because of inclement weather, Employees assigned to the schools and the central office shall receive the day off without loss of pay. An Employee who is required by his/her immediate supervisor, the Superintendent or designee to work on a day in which the schools are closed because of inclement weather, shall receive a compensatory day off scheduled with the approval of the Employee's immediate supervisor. It is expressly agreed and understood that Employees can be required to work on a day in which the schools are closed because of inclement weather.

In the event of a school opening delay, employees shall report not later than the delayed opening time. Conditions permitting, employees shall report one-half hour prior to the delayed opening.

## Section 6

Employees covered by this Agreement shall be reimbursed tuition costs for courses that are required by the Employer. Tuition for other work-related courses will be reimbursed if the course is approved in advance by the Superintendent or designee and if funds are available.

## **ARTICLE 28: JOINT COMMITTEES**

A Safety Committee composed of one (1) representative of the Union and one (1) supervisor personnel shall be appointed. Said Committee shall meet regularly to review safety practices. The Committee may draw up a safety code for review by the Union and the Schools Committee.

## **ARTICLE 29: SALARIES**

### Section 1

The salary schedules effective July 1, 2020 for all persons covered by this Agreement are contained in Appendix A attached hereto and made a part of this Agreement.

## **ARTICLE 30: SEPARABILITY AND SAVINGS**

### Section 1

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final

**Secretarial Contract**

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determination as to its validity the remainder of this Agreement and Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

**Section 2**

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

**ARTICLE 31: DURATION**

**Section 1**

This Agreement shall be effective July 1, 2020 and shall continue and remain in full force and effect until June 30, 2023.

**Section 2**

The parties agree that no later than October 1, 2023, they shall enter into negotiations for a successor agreement.

**AFSCME LOCAL 1703**

**MAYNARD SCHOOL COMMITTEE**

Joanne LoChiatta  
For the Union

Bethlyn Houlihan  
For the School Committee

7/22/20

7/6/20

Date

Date

# Secretarial Contract

## APPENDIX A

### SECRETARIAL WAGE SCALE

| 2020-21 Secretarial Schedule |             |             | 2% COLA      |              |              |
|------------------------------|-------------|-------------|--------------|--------------|--------------|
| Office 10                    | Office 11   | Office 12   | Principal 10 | Principal 11 | Principal 12 |
| \$39,620.00                  | \$43,453.00 | \$47,470.00 | \$40,822.00  | \$44,773.00  | \$48,912.00  |
| \$40,435.00                  | \$44,348.00 | \$48,448.00 | \$41,647.00  | \$45,677.00  | \$49,900.00  |
| \$41,260.00                  | \$45,253.00 | \$49,437.00 | \$42,497.00  | \$46,609.00  | \$50,918.00  |
| \$42,044.00                  | \$46,113.00 | \$50,375.00 | \$43,346.00  | \$47,541.00  | \$51,935.00  |
| \$42,864.00                  | \$47,013.00 | \$51,358.00 | \$44,197.00  | \$48,473.00  | \$52,955.00  |
| \$43,704.00                  | \$47,934.00 | \$52,364.00 | \$45,083.00  | \$49,466.00  | \$54,017.00  |
| \$45,588.00                  | \$50,000.00 | \$54,621.00 | \$47,398.00  | \$51,985.00  | \$56,790.00  |

| 2021-22 Secretarial Schedule |             |             | 2% COLA      |              |              |
|------------------------------|-------------|-------------|--------------|--------------|--------------|
| Office 10                    | Office 11   | Office 12   | Principal 10 | Principal 11 | Principal 12 |
| \$40,412.00                  | \$44,322.00 | \$48,419.00 | \$41,638.44  | \$45,668.00  | \$49,890.00  |
| \$41,244.00                  | \$45,235.00 | \$49,416.00 | \$42,480.00  | \$46,591.00  | \$50,898.00  |
| \$42,085.00                  | \$46,158.00 | \$50,426.00 | \$43,347.00  | \$47,541.00  | \$51,936.00  |
| \$42,884.00                  | \$47,035.00 | \$51,383.00 | \$44,213.00  | \$48,491.00  | \$52,974.00  |
| \$43,722.00                  | \$47,953.00 | \$52,385.00 | \$45,081.00  | \$49,443.00  | \$54,014.00  |
| \$44,578.00                  | \$48,893.00 | \$53,411.00 | \$45,985.00  | \$50,435.00  | \$55,097.00  |
| \$46,500.00                  | \$51,000.00 | \$55,714.00 | \$48,346.00  | \$53,024.00  | \$57,926.00  |

| 2022-23 Secretarial Schedule |             |             | 2% COLA      |              |              |
|------------------------------|-------------|-------------|--------------|--------------|--------------|
| Office 10                    | Office 11   | Office 12   | Principal 10 | Principal 11 | Principal 12 |
| \$41,220.00                  | \$45,209.00 | \$49,387.00 | \$42,471.00  | \$46,582.00  | \$50,888.00  |
| \$42,069.00                  | \$46,140.00 | \$50,405.00 | \$43,330.00  | \$47,523.00  | \$51,916.00  |
| \$42,927.00                  | \$47,081.00 | \$51,434.00 | \$44,214.00  | \$48,492.00  | \$52,975.00  |
| \$43,742.00                  | \$47,976.00 | \$52,410.00 | \$45,097.00  | \$49,461.00  | \$54,033.00  |
| \$44,596.00                  | \$48,912.00 | \$53,433.00 | \$45,982.00  | \$50,432.00  | \$55,094.00  |
| \$45,469.00                  | \$49,870.00 | \$54,480.00 | \$46,905.00  | \$51,443.00  | \$56,199.00  |
| \$47,430.00                  | \$52,020.00 | \$56,828.00 | \$49,313.00  | \$54,085.00  | \$59,084.00  |

**Secretarial Contract**

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**PART-TIME SECRETARY SCHEDULE**

| <b>Step</b> | <b>Rate</b> |
|-------------|-------------|
| 1           | \$20/hour   |
| 2           | \$21/hour   |
| 3           | \$22/hour   |
| 4           | \$23/hour   |
| 5           | \$24/hour   |



Secretarial Contract

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APPENDIX B

SECRETARIAL GRIEVANCE FORM

Today's Date \_\_\_\_\_

TO: \_\_\_\_\_ (Supervisor)

FROM: \_\_\_\_\_ (Signature of Secretary)

1. I believe that the following portion of the Agreement has been violated [list each Article(s) and Section(s)]:

2. Evidence / facts related to alleged violation (what happened?)

3. What remedy do you seek?

**APPENDIX C**

**WEATHER EXTREMES SIDE LETTER**

The Administration recognizes that a Secretary cannot be expected to perform duties when the temperature in her/his school office becomes unusually cold or unusually hot. The Superintendent or designee is authorized to declare a "weather extreme" and to send the affected Secretary home before the normal end of the work day at no loss of pay.

APPENDIX D

ANNUAL EVALUATION

During the life of this agreement (July 1, 2020 through June 30, 2023) the parties shall use a revised evaluation system

- a. Each supervisor will write a performance evaluation for each Employee. The evaluation form appears in Appendix E.
  
- b. Future salary increases will be related to the level of the position, length of service of the Secretary, and annual performance evaluation.
  
- c. Annual goal setting will be held before November 1<sup>st</sup> where the evaluator will explain the goals required under each performance review item.

**Secretarial Contract**

**APPENDIX E**

|   |        |          |      |
|---|--------|----------|------|
| <b>MAYNARD PUBLIC SCHOOLS</b>   |        |          |      |
| <b><u>ANNUAL PERFORMANCE REVIEW</u></b>                                     |        |          |      |
| Name  | School | Position | Date |
| Key: 3 = Overall performance is exceptional / Readily grasps aspects of job |        |          |      |
| 2 = Results achieved consistently meets requirements of job                 |        |          |      |
| 1 = Results achieved fail to meet requirements of job                       |        |          |      |

|   |   |   |                                       |
|---|---|---|---------------------------------------|
| □ | Successful completion of assigned tasks   | □ | Attitude                              |
| □ | Quality of work                           | □ | Attendance                            |
| □ | Attention to routine details              | □ | Ability to handle problems            |
| □ | Cooperation with staff and administration | □ | Dependability                         |
| □ | Relationship with students                | □ | Contributes of overall school program |
| □ | Initiative                                | □ | Fulfills job requirements             |

Comments:

  
  

Evaluator: \_\_\_\_\_

I realize that I may have a written response attached to this document in my personnel file. I participated in a follow-up conference on \_\_\_\_\_ | \_\_\_\_\_

Signature: \_\_\_\_\_

APPENDIX F

Secretaries Seniority List

(Article 11)

|                          |                 |
|--------------------------|-----------------|
| <b>Joanne LoChiatto</b>  | <b>05/02/95</b> |
| <b>Pamela Carter</b>     | <b>08/30/95</b> |
| <b>Kathleen Sullivan</b> | <b>12/16/02</b> |
| <b>Gail Lucas</b>        | <b>08/28/17</b> |
| <b>Marie Roche</b>       | <b>08/25/17</b> |
| <b>Nancy Dangelo</b>     | <b>11/20/19</b> |

