# **AGREEMENT**

Between the

# **SCHOOL COMMITTEE**

Of the

# **TOWN OF STOUGHTON**

And the

STOUGHTON SCHOOLS ADMINISTRATIVE ASSISTANTS ASSOCIATION
July 1, 2022 to June 30, 2025

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# **AGREEMENT**

This agreement entered into the 13<sup>th</sup> day of September 2022, between the School Committee of the Town of Stoughton, Massachusetts, hereinafter referred to as the "Committee," and the Stoughton School Secretaries Association, hereinafter referred to as the "Association".

# **ARTICLE XXI**

# **DURATION OF AGREEMENT**

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This Agreement entered into on July 1, 2022 shall be effective and shall remain in effect until June 30, 2025.

### Section II.

No later than October 1, 2024, the Committee agrees to enter into negotiations with the Stoughton School Administrative Assistant Association for a successor Agreement.

### Section III.

For the duration of this contract, the Association may open the contract each year for two (2) language items.

**IN WITNESS THEREOF**, the parties hereto have caused their names to be inscribed by their duly authorized officers and representatives.

Stoughton Administrative Assistants  Maryluth Cancelley	Stoughton School Committee
	· .
9/28/22 Date	9/38/33 Date

### **ARTICLE I**

### **RECOGNITION**

For the specific purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the Committee recognizes the Association as the exclusive representative of a unit consisting of all salaried personnel employed either twelve (12) months or ten (10) months as office staff, but excluding all other employees of the Stoughton Public Schools and hourly employees (those employees who submit a time card). All salaried personnel employed either as twelve (12) month or ten (10) month office staff will be covered by this contract.

### **ARTICLE II**

#### **INDIVIDUAL RIGHTS**

There shall be no discrimination, interference, restraint or coercion by the Committee, the Association, or their respective agents against any Association member because of membership or non-membership in the Association. No one shall be required to become a member or remain a member of the Association as a condition of employment in the Stoughton Public School System. However, all employees falling within the body and scope of Article I, regardless of membership status, shall abide by all conditions set forth in this Agreement. No reprisals of any kind will be taken against any member of the Association by reason of their membership or non-membership in the Association by either the Committee or the Association.

#### **ARTICLE III**

#### **NEGOTIATION PROCEDURES**

#### Section I.

Not later than October 1 of the calendar year preceding the expiration of this

Agreement, the Committee agrees to enter into negotiations with the Association over a
success or agreement in accordance with the provisions of Chapter 763, Acts of 1965.

Such negotiations will include any matters covered by their Agreement and any other
matters which the parties mutually agree are negotiable. Any agreement so negotiated
will be reduced to writing and signed by the proper representatives of the Committee
and the Association.

### Section II.

During negotiations, the Committee and the Association will present relevant data, exchange points of view, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations and/or negotiate on its behalf.

#### Section III.

Before the Committee adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association in writing that it is considering such a change, the Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee within five days after the receipt of said notice.

#### Section IV.

This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE IV**

### **EMPLOYEE COMPLAINT PROCEDURE**

### Section I.

In the interest of harmonious and efficacious performance of the duties and obligations of the Committee, the Committee and the Association recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible under the procedures of maximum informality and flexibility. Any employee covered by this Agreement shall have the right to present a grievance and have it promptly considered on its merits. The initiation of a grievance by any employee shall not cast any reflection upon the employee's standing in their department. Before a matter of personal concern or dissatisfaction (i.e., a complaint) becomes a grievance within the meaning of this Article, the parties hereto encourage attempts at informal resolution as set forth in Section II of this article. Such action by an employee in no way forfeits personal rights to the grievance procedure.

#### Section II. Informal Procedure - Employee Complaint

<u>A. Level One</u>: Any employee and/or the employee's representative having a complaint or dissatisfaction may present it informally to the employee's supervisor. Every effort for an informal resolution should be made.

<u>B. Level Two</u>: If, in the estimation of the employee, the complaint or dissatisfactions has not been resolved within a five (5) day period of time, the employee and/or the Association may present the matter informally to the Superintendent of Schools, who shall endeavor to resolve the matter. If the employee believes their complaint or dissatisfaction has not been resolved at this level, then the employee may utilize the formal grievance procedure as hereinafter set forth.

#### **ARTICLE V**

#### **GRIEVANCE PROCEDURE**

#### Section I.

A grievance is hereby defined to mean a dispute involving a violation of the express terms of the specific provisions of this Agreement.

### Section II.

## A. Procedure

When a grievance arises, the grievance must be in writing setting forth in detail the exact nature and facts of the grievance in accordance with the requirements of Level One within three (3) work days or when school is not in session, seven (7) calendar days from the day of the event upon which the grievance is based or from the date when the employee had or should have had the knowledge of the event.

#### B. Level One

An employee with a grievance shall, with or without a representative of the Association, present it to their immediate supervisor and/or the principal in writing setting forth in detail the exact nature and facts of the grievance within three (3) work days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-work hours.

### C. Level Two

1. In the event that the grievance shall not have been resolved to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within five (5) work days after presentation of the grievance to the immediate supervisor and/or principal, the grievance shall be referred in writing, setting forth in detail the exact nature and facts of the grievance, to the Superintendent of Schools within five (5) work days of the disposition under Level One.

# **ARTICLE V (Continued)**

2. The Superintendent shall represent the Committee at this level of grievance procedure. Within ten (10) work days after receipt of the written grievance by the Superintendent, he/she or their designee shall meet with the aggrieved employee and the Association representative in an effort to settle the grievance.

#### D. Level Three

In the event that the grievance shall not have been resolved at Level Two, or in the event that no decision has been rendered within ten (10) work days after Level Two meeting, the grievance shall be referred by the employee in writing setting forth in detail the exact nature and facts of the grievance to the Committee. At its next regular Committee meeting or at a special meeting called for the purpose of considering the grievance, the Committee shall meet with the Association in an effort to settle the grievance.

#### E. Level Four

The services of the State Board of Conciliation and Arbitration shall also be available to municipal employers and employee organizations for the purposes of conciliation of grievances or contract disputes and for purpose of arbitration of disputes over the interpretation or application of the terms of a written agreement. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be final and binding on both parties unless a court of law shall rule that the arbitrator has usurped the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. Costs shall be borne equally by the Committee and the Association.

#### **Section III.** General Provisions

- A. Failure at any step procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the Association shall permit the aggrieved party or parties to proceed to the next step.
- B. Failure at any step of the procedure to appeal the grievance to the next step within specified time limits shall be deemed to be acceptance of the decision rendered at the step.
- C. No reprisals of any kind shall be taken by any party of this Contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- D. A grievance that affects a group of employees from different buildings, or is of general nature, may be submitted in writing setting forth in detail the exact nature and facts of the grievance by the Association to the Superintendent of Schools directly and the processing of such grievance shall be commenced at Level Two, providing the grievance has been approved by members of the Association.
- E. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of the Contract. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- F. All decisions shall be in writing, setting forth the decision and reasons therefore.

### **ARTICLE VI**

### **RIGHTS OF THE COMMITTEE**

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Stoughton in the Committee for the quality of education in, and the efficient and economical operation of, the Stoughton School System it is herein agreed that nothing in the Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Committee except where such a right, power, or duty is specifically limited by the terms of this Agreement.

It is agreed that management officials of the Stoughton Public Schools retain the following rights:

- A. To direct, hire, promote, transfer, assign, and retain employees within the school system.
- B. To suspend, demote, or take discharge action against employees for just cause.
- C. To relieve employees from duties because of lack of work or for any other legitimate reason, to maintain the efficiency of the operations entrusted to them.
- D. To determine the methods, means, and personnel by which such operations are to be conducted, including subcontracting without a reduction in the present work force covered by this Agreement, if deemed necessary.
- E. To take whatever action may be necessary to carry out the mission of the School Department in situations of emergency. The Committee has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement. It is acknowledged that these rights are vested exclusively in the Committee, so long as the exercise of the rights does not conflict with any term or condition of this Agreement. For the purposes of the Agreement, the term "management officials" includes members of the Stoughton School Committee, the

Superintendent of Schools, the Assistant Superintendent(s), and the Administrative Principals.

#### **ARTICLE VII**

### **NO STRIKE**

The Association and its members, individually and collectively, agree that they will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage. The Association and its members, individually and collectively, agree that if there is a violation of this clause, any and all members violating will, at the discretion of the Committee, be subject to disciplinary action including discharge and/or suspension, and the matter shall not be arbitral.

#### **ARTICLE VIII**

#### SALARIES/LONGEVITY

### **Section I** Salaries

All eligible members as of July 1, 2022, will receive a retroactive three step increase on the old salary grid for FY 2023. All salaries will move to the grid attached for FY 2024 and FY 2025. A new member who completes their six month probationary period and has worked nine months in the current contract year will be eligible for the next step following July 1. An employee who has already reached top step in pay grade 6 and therefore would not otherwise be eligible for a step increase in a given year will be paid at a personal rate that is an equivalent percentage to his/her fellow association members and for each year thereafter.

If a member of the Unit functions in a substantial way outside their administrative duties and responsibilities and submits evidence to their direct supervisor for preliminary review and agreement, the direct supervisor may submit a request including evidence to the Superintendent of Schools and/or their designee for consideration and approval. If

approved, a salary stipend may be awarded up to but not exceeding Seven-Hundred and Fifty Dollars (\$750) annually.

# Section II Longevity

Starting July 1, 2011 those eligible will receive longevity on December 1<sup>st</sup> of each year according to the following chart:

Years of Service	Amount
10 thru 14	\$1,100
15 thru 19	\$1,300
20 thru 24	\$1,600
25 & over	\$2,150

#### **ARTICLE IX**

### **HOURS AND SCHEDULES OF WORK**

### Section I. Work Week

- A. A work schedule when schools are in session for purposes of this document is defined as five (5), seven and one-quarter hour work periods, one (1) each in five (5) consecutive twenty-four (24) hour periods, Monday through Friday.
- B. A work schedule when schools are not in session for purposes of this document is defined as five (5), six and one-quarter work periods, one (1) each in five (5) consecutive twenty-four (24) hour periods, Monday through Friday.
- C. Coffee Breaks. One (1) fifteen minute coffee break will be allowed during each day schedule, in the morning.
  - D. Lunch. Forty-five minutes be allowed for lunch.

#### **Section II.** Overtime

- A. No overtime shall be performed by any employee covered by this Agreement unless prior approval is obtained from the Superintendent of Schools, unless in an emergency in which time does not permit prior approval.
- B. Employees will be paid one and one half times their hourly base rate of pay for all hours worked in excess of thirty-seven and one-half (37 1/2) hours in any one

week. If there is a mutual agreement between the employee and the employee's immediate supervisor, compensation may be in the form of compensatory time off, such time to be arranged when school is not in session.

#### Section III.

A. When inclement weather necessitates the cancellation of a school session, members of the Association will make every best effort to report for work once the storm has abated. Administration will notify association members when their school is accessible.

## **ARTICLE IX (Continued)**

B. When teachers are sent home early due to inclement weather, secretaries will be afforded the same consideration.

#### **ARTICLE X**

### **VACANCIES, EVALUATIONS, AND REDUCTION IN FORCE**

### **Section I.** Transfers, Vacancies and Promotions

Whenever any vacancy in a position occurs, including vacancies in part time or full time, permanent or temporary positions, the employees under the Agreement will receive qualifications for the position, its duties, and rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed by the Committee unless the Association has been given written change. Employees will be given adequate opportunity to make application for these positions and the Committee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant facts. All vacancies will be posted internally for five (5) days before it is posted elsewhere. All current employees who submit an application for a vacancy or new position will be granted an interview.

### Section II. Evaluation

A. All formal evaluation of the work performance of an employee will be conducted openly with full knowledge of the employee. This does not preclude informal observations and/or evaluations of an employee at any time. Employees will be given a copy of any evaluation report prepared by their immediate supervisor and will have the right to discuss such report with their supervisor.

B. The Association recognizes the authority and the responsibility of the Superintendent of Schools, Deputy Superintendent(s) of Schools and principals for disciplining or reprimanding an employee for delinquency of performance. If an employee is to be disciplined or reprimanded by a member of the administration, said employee, on request, shall be entitled to have a representative of the Association present.

#### **Section III.** Reduction in Force.

The Committee retains the right to determine the number of clerical positions and other positions which are needed in the school system and also retains the right to determine the employee to be laid off and recalled.

A. In determining the order in which employees shall be laid off within a classification, the Committee shall consider only the following factors in laying off employees within a classification.

- 1. History of performance
- 2. Total number of years of continuous service in the school system
- 3. Experience
- 4. Needs of the school system
- 5. Training
- B. When, save for seniority, the foregoing factors are in the judgment of the Committee substantially equal, seniority shall govern within the classification.
  - C. For the purpose of this article, classification categories shall include:
    - 1. Accounts Payable

- 2. Administrative Assistant 10 Month
- 3. Administrative Assistant 12 Month
- 4. Administrative Assistant to the Deputy Superintendent
- D. Bumping from one classification to another may be permitted. Employees, under this contract, with a 10 month position will be given first consideration when a 12-month position becomes available, at the discretion of the principal.
- E. Employees who are on layoff shall for twelve (12) months after the effective date of layoff, be placed on a recall list and shall be given preference for any vacancy or new position which they are, in the opinion of the School Committee, qualified to fill.
- F. Employees who have been laid off shall, during their recall period, be notified, in writing, by the Superintendent's Office, provided they have left their home address with the Superintendent's Office, of any open positions in the Unit which they may, in the opinion of the School Committee, be qualified to fill. Failure to accept in writing an offer of employment for any such position within the bargaining unit within five (5) days shall terminate the recall rights.
- G. Employees recalled after layoff shall carry over only their sick leave which was credited to them at the time of their last day of employment prior to being laid off. Said employee when recalled, within a two-year period, will maintain their seniority; and will be placed on the same step as held on their last day of employment. Administration may consider a higher step at their discretion.
- H. The School Committee's judgments hereunder shall not be subject to grievance or arbitration.

#### **ARTICLE XI**

### **INSURANCE BENEFITS**

#### Section I.

As long as the Town of Stoughton agrees to pay one-half the cost of a health insurance plan, and one-half the cost of a \$2,000 life insurance policy and a \$2,000 accidental death and dismemberment policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share on payroll checks for the participating members on receipt of the proper authorization.

On the date of retirement, life insurance coverage may be carried under the provisions of Chapter 763 of the Acts of 1972, An Act Increasing Group Life Insurance Benefits to Retired Employees of Counties, Cities, Towns, and Districts, accepted by the Board of Selectmen on December 19, 1972. This action increases the amount to \$2,000. For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his hospital-surgical-medical coverage under any conversion contract offered by Blue Cross/Blue Shield.

#### Section II.

Employees are entitled to "Workmen's Compensation Insurance" in accordance with the provisions of Chapter 152 of the General Laws of Massachusetts. (See Article XVI, Personal Injury Benefits).

#### Section III.

It is recognized under the laws of the Commonwealth that permanently appointed employees must become members of the contributory retirement system and that five percent of their salaries will be deducted each month. Effective January 1, 1975, Chapter 249 of the Acts of 1974 requires a seven percent deduction for new members. Effective January 1, 1984, eight percent of gross pay will be deducted for new members. Effective July 1, 1996, nine per cent of gross pay will be deducted for new members.

# **ARTICLE XII**

#### **PAID HOLIDAYS**

The following shall be paid holidays if they fall within the work week of Monday through Friday inclusive:

# A. <u>Legal Holidays</u>

New Year's Day January 1\*

Martin Luther King Jr.'s Birthday Third Monday in January

Washington's Birthday Third Monday in February

Patriot's Day Third Monday in April

Memorial Day Last Monday in May

Juneteenth June 19

Independence Day July 4\*

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day November 11\*

Thanksgiving Day Last Thursday in November

Christmas Day December 25\*

# B. <u>Other Holidays</u>:

- After one o'clock on the day preceding the Thanksgiving recess
- Friday following Thanksgiving
- Christmas Eve Day, December 24
- ◆ The day after Christmas, when Christmas falls on Sunday, Monday,

Tuesday, Wednesday or Thursday.

New Year's Eve Day - December 31

### **ARTICLE XII (Continued)**

\*In the event that any of the paid holidays set forth in paragraph A or B of this agreement should fall on a weekend, (Saturday or Sunday), compensatory time will be provided in the form of a "floating day" of the employee's choice with the approval of the Superintendent.

### **ARTICLE XIII**

#### **VACATIONS**

### Section I.

During a 12-month employee's first contract period, the employee shall be entitled to one week of paid vacation, provided that the employee has completed six (6) months of service prior to taking of vacation time.

### Section II.

During a 12-month employee's second, third, and fourth contract periods, the employee shall be entitled to two weeks of paid vacation during each contract period.

### Section III.

During a 12-month employee's fifth, sixth, seventh, eight, and ninth contract periods, the employee shall be entitled to three weeks of paid vacation during each contract period.

#### Section IV.

a. During a 12-month employee's tenth and succeeding contract periods,
 the employee shall be entitled to four weeks of paid vacation during each contract period.

b. 12-month employee with twenty (20) or more years of service shall be allowed five (5) weeks vacation.

# **ARTICLE XIII (Continued)**

### Section V.

Vacations will be scheduled upon the approval of the Administrative Principal or immediate supervisors subject to the final approval of the Superintendent and may be taken in weeks or days. Vacations must be approved by the Superintendent or their designee. A member may carry over one week of vacation. Final approval shall be granted by the Superintendent and/or their designee.

#### Section VI.

The Superintendent of Schools may grant, at his/her discretion, an additional week of vacation without pay. Said additional week of vacation shall be subject to the same conditions contained in Section V of Article XIII of this contract. Denial shall not be subject to the grievance or arbitration procedure.

#### **ARTICLE XIV**

#### **SICK LEAVE**

#### Section I.

- A. All regularly appointed employees shall be entitled to sick leave with full pay computed as follows: Sick leave shall be earned at the rate of twenty (20) days per year for 12-month employees and ten (10) days per year for 10-month employees with a total accumulation of two hundred sixty (260) days including the current year.
- B. On June 30 an employee may have no more than 260 accumulated sick days; however, the additional twenty days for the following year will be added on July 1. If these days are not utilized by June 30, the total sick days accumulated will revert back to 260 days.

C. Former personnel upon return to employment as an administrative assistant within two (2) years will have all sick leave previously accumulated and unused restored to them.

# **ARTICLE XIV (Continued)**

# Section II. Sick Leave Buy Back

An employee, or his/her estate, who has completed a minimum of twelve (12) years of full time service in the Stoughton Public Schools and retires into the State or county retirement system, or dies while employed in the Stoughton Public Schools, shall receive the following:

# Twelve (12) years:

Thirty-five dollars (\$35) per day for days 1-100 of accumulated sick leave. Fifty-five dollars (\$55) per day for days 101-240 of accumulated sick leave to a maximum of eleven thousand, one hundred and forty five dollars (\$11,145)

In computing accumulated sick leave, the June 30 period prior to retirement or death should be used as the cut-off date for such accumulated sick leave. Personnel who intend to participate in this program will notify the Superintendent of Schools by November 1 of the current school year in which they intend to retire no sooner than June 30 and each such notice shall be submitted in writing.

### Section III. Sick Bank Policy

### Sick Bank Policy will take effect July 1, 2011

- Association will appoint 2 members to sick bank committee
- School Committee will appoint 1 member to sick bank committee
- Members sign up annually initial deposit is 3 days for 12 month employees and 2 days for 10 month employees
- Donated days will not be returned or compensated in cases of resignation or termination. Those sick days remain in the bank.
- When bank falls below 20 days, members will contribute 1 day to maintain balance
- No bank days rewarded until personal sick days and vacation days have been exhausted
- If work related injury, you are not eligible for sick bank until released from workman's compensation
- Sick bank will approve up to 30 days at a time. Additional time requires a new application.
- Past attendance, absences may be considered when reviewing application.

 Applications for qualifying absences will be considered with the following requirements:

Letter of Request from applicant

Physician statement on physician letterhead with the following information:

**Applicant Name** 

Reason for Absence Estimated length of absence/return to work Additional documentation may be required

No elective or cosmetic surgery will be considered

### **ARTICLE XV**

#### **OTHER LEAVES of ABSENCE**

#### Section I.

Employees under this Agreement will receive up to five (5) work days off, with pay, in the event of death in the immediate family. The term "immediate family" means the employee's spouse/partner, child, father, mother, sister, brother, son-in-law, daughter-in-law, grandchild, father-in-law and mother-in-law.

### Section II.

Employees under the Agreement will receive three (3) work days off, with pay, in the event of the death of the employee's grandparent, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew.

### Section III.

Absences under Sections I, II, and III will not be deducted from the annual and/or cumulative sick leave.

### Section IV.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

### **ARTICLE XV (Continued)**

#### Section VI.

Five (5) days for 12-month employees and three (3) days for 10-month employees of the annual sick leave allowance may be used for personal, legal, business, household or family matters which require absence during work hours. Notification for this personal leave must be made at least 24 hours before taking such leave except in the case of an emergency and be reported to the principal or their supervisor.

## Section VII.

Three (3) days of the annual sick leave allowance may be used for the observance of religious holidays.

#### Section VIII.

The Federal Maternity Act of 1993 provides for 12 workweeks of unpaid leave during a 12-month period for certified disability resulting from childbearing and/or child birth and recovery. A member may take a leave of eight (8) weeks with entitlement to sick leave benefits for certified disability resulting from childbearing and/or child birth and recovery there from during the period of this leave. An additional 4 weeks may be taken with no entitlement to sick leave benefits.

#### Section IX.

Employees under this agreement may utilize sick leave for personal illness, injury or disability. In addition, sick leave may be used for absences required for patient care of immediate family members or members of employee's household. If after five (5) consecutive working days additional time is needed to care for an immediate family member or a member of the employee's household, a note should be submitted by a doctor. The employee's supervisor or the Superintendent of Schools will then determine if an extension of sick time will be granted.

### **ARTICLE XVI**

#### **PERSONAL INJURY BENEFITS**

Whenever an employee is absent from school as a result of personal injury by an accident or an assault occurring in the course of the employee's employment, payment will be made in accordance with the provisions of Section 69 of Chapter 153 of the General Laws of Massachusetts. This law provides, in part, that a person receiving compensation as a result of total incapacity may have the difference between such compensation and the employee's regular salary made up from overtime or vacation pay which may be due, or from sick leave allowance to which the employee may be entitled. However, when a person has exhausted the employee's overtime or vacation pay and/or sick leave allowance, such person is entitled only to the wages allowable under "Workmen's Compensation."

#### **ARTICLE XVII**

#### **PROTECTION**

### Section I.

Employees will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent of Schools in writing.

# Section II.

This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or persons involved.

### Section III.

If an employee, operating within the scope of the employee's employment, is sued for damages to property or injuries to students, the School Committee shall assume the cost of legal defense and of any judgments levied against the employee according to the provisions of Section 100C of Chapter 41 of the General Laws of Massachusetts as amended by Chapter 691 of the Acts of 1969.

### **ARTICLE XVIII**

#### **GENERAL**

#### Section I.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application 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 and effect.

## Section II.

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

### **ARTICLE XIX**

### **RETIREMENT**

### Section I.

An administrative assistant who is eligible for retirement prior to attaining the age of sixty-two (62) may make application to the Superintendent of Schools.

# **Section II.** (Early Retirement Incentive Program)

- A. An administrative assistant with more than fifteen (15) years employment and is over 55, who desires to leave the Stoughton Public Schools prior to attaining the age of sixty-two (62), may make an irrevocable application to be granted an early retirement incentive.
- B. Early retirement incentive amount shall be sixty-five percent (65%) of the annual salary difference between Step 1 and the step placement of the individual secretary at the time of retirement. Those eligible during this new contract will be entitled to the old contract's Grade 3 Step 1 as the starting placement salary respectively of \$35,522.40
- C. Any administrative assistant who desires the early retirement incentive shall apply in writing to the Superintendent of Schools no later than November 1, for their termination to be effective on or before June 30th of the following fiscal year.

### ARTICLE XX

#### STAFF DEVELOPMENT

If space is available, members of the Stoughton School Administrative Assistant Association will be able to attend the Stoughton Evening School, at no cost, on a first-come, first-serve basis. A letter of request must be written to the Superintendent for his/her approval.

	FY 2024			T		1	1	1		
NEW Grid	and 2025									
12 Month										
Pay Scale										
Grade 3										
Step 1	Step 2	Step 3								
41,200.02	41,818.02	42,445.29								
Grade 4										
Step 1	Step 2	Step 3	Step 4	Step 5						
44,350.03	45,015.28	45,690.51	46,375.87	47,071.51						
Grade 5										
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
50,195.20	50,948.13	51,712.35	52,488.04	53,275.36	54,074.49	54,885.60	55,708.89	56,544.52	57,392.69	58,253.58
Grade 6										
Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
62,353.12	63,288.42	64,237.74	65,201.31	66,179.33	67,172.02	68,179.60	69,202.29	70,240.33	71,293.93	72,363.34
10 Month										
Pay Scale										
Grade 3	0: 0	a. a								
Step 1	Step 2	Step 3								
29,100.03	29,536.53	29,979.58								
Grade 4										
Step 1	Step 2	Step 3								
32,585.31	33,074.09	33,570.20	34,073.75	34,584.86						
Grade 5										
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Cton 11
36,000.11	36,540.11		37,644.54		38,782.34				41,162.16	Step 11
50,000.11	50,5 10.11	57,000.21	דנודוטן וכ	30,203.20	30,702.34	00.FUC,EC	75,77,74	TO,333.00	71,102.10	41,//9.00
Grade 6										
	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	-
	45,142.16									