

Everett Teachers Association
Administrative Assistant Unit
And Everett School Committee
Collective Bargaining Agreement
July 1, 2019 until June 30, 2021

Article 1
Recognition

The Committee recognizes the Everett Teachers Association for the purposes of collective bargaining as the exclusive representative of the administrative assistant bargaining unit, consisting of all full and part time administrative assistants, attendance officers and TV studio personnel employed by the Everett Public Schools. Unless otherwise indicated the employees in this bargaining unit will be referred to as “administrative assistants.”

Article 2
Scope

1. The Committee and the School Administration agree not to discriminate against administrative assistants because of race, color, age, religion, national origin, gender identity or expression, marital status, sexual orientation, or physical handicap.
2. If any part of the Agreement is found to be contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, and the validity of any other part or provision shall continue in full force and effect.

Article 3
Deductions and Information

1. Dues Deductions

The Committee hereby accepts the provisions of Section 17C, Chapter 180 of the General Laws of Massachusetts and shall certify to the City Treasurer all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

2. Contact Information

The Committee and their agents will provide to the Association the name, job title, and work location(s) of each new hire in the bargaining unit within thirty (30) days after a prospective employee accepts an offer for employment and will also provide the Association with all of each new hire's personal contact information on file with the Everett Public Schools. The Committee and its agents will not release any personal contact information of any employee to any third party without prior notice to the employee and the Association and without receiving permission from the employee and the Association.

Article 4 Grievance Procedure

1. Definitions

- a. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this CONTRACT or any subsequent contract entered into pursuant to this CONTRACT. The term "grievance" shall not apply to any matter as to which the School Committee is without authority to act.
- b. An "aggrieved person" is the person or persons making the claim.
- c. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to the problems, which may, from time to time, arise affecting the welfare or working conditions of administrative assistants. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing herein contained will be construed as limiting the right of any administrative assistant having a grievance, to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this AGREEMENT and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3. General Procedure

Level One: The aggrieved employee shall submit their grievance, in writing, to a member of the Professional Rights and Responsibilities Committee of the Association. Within fifteen (15) school days, the Association representative shall present the grievance in writing to the appropriate supervisor or principal and the Director of Human Resources or his or her designee. In the case of a class action grievance, the Association Representative shall present the grievance in writing to the Superintendent. At the conference, the paraprofessional and/or Association may present the grievance.

The appropriate supervisor or principal shall convey their decision in writing to the aggrieved administrative assistant and the Association within five (5) school days after said conference.

Level Two: If the grievance is not resolved at level one (1), the Association may appeal by forwarding the grievance in writing to the Superintendent within five (5) school days after the level one (1) decision has been received. The appeal shall include:

1. Name of the grievant
2. Statement of facts involved
3. Suggested remedy

The Superintendent shall hold a meeting with the aggrieved administrative assistant and the Association within ten (10) school days of receipt of the grievance.

The administrative assistant and the Association may present the grievance. Within ten (10) school days, the Superintendent shall communicate their decision to the administrative assistant and the Association in writing.

Level Three: An appeal of the decision of level two (2) may be made in writing, signed by the Association and the Grievant, to the School Committee within ten (10) school days after the decision from level two (2) has been received. A meeting shall be held within two school committee meetings next following submission of the grievance. No more than thirty (30) days shall elapse before the grievance is discussed at this level. Present at the meeting shall be the administrative assistant, the Association, and/or counsel, and all will have a right to be heard. The School Committee shall notify the administrative assistant and the Association of its decision within five (5) school days after the hearing.

Level Four: If at the end of the twenty-five (25) days next following the presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve the interpretation of application of any provision of this CONTRACT, the Association may be given written notice to the School Committee within ten (10) days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration; in which event the School Committee or the Association may forthwith submit the grievance to the Board of Conciliation and Arbitration established under Chapter 150 of the General Laws of Massachusetts for arbitration and decision in accordance with the applicable rules of the said Board. The decision made in such arbitration shall be final and binding on the School Committee, the Association, and the aggrieved employee.

4. General Provisions

- a. If at the end of the fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One (1) of the procedure set forth in Section 3 above, 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 level in the procedure shall not have been taken within the time specified therefore by the said Section 3.
- b. Written communications, other documents, or records, relating to any grievance shall be filed in a special file maintained by the Everett Public Schools.
- c. A failure of the representative of the committee responsible to meet and/or answer a grievance at any of the levels of the grievance procedure within the time limits provided shall permit the Association to proceed to the next level of the grievance procedure.
- d. Time limits at all levels can be extended by mutual agreement.

Article 5

Work Hours, Work Year

1. Administrative assistants work full time, twelve (12) months.
2. Administrative assistants work forty (40) hours per week, thirty-five (35) hours of which are paid, with a one hour unpaid lunch. Start times for administrative assistants range from 6:30 AM to 8AM. End times for administrative assistants range from 2:30-4:00 PM. Administrative assistants who work more than 35 hours per week are compensated their hourly rate up to forty (40) hours and are paid time and one half more than their hourly rate for all work beyond forty (40) hours.
3. Administrative assistants will be compensated for any and all required work hours, including required work outside of their typical assigned daily work schedule and including missed lunch periods.

Article 6

Evaluation, Discipline, Resignation

1. The work performance of each administrative assistant will be evaluated annually. The Parties agree to form a joint study committee comprised of an equal number of representatives appointed by the Superintendent and the Association President to review and make recommendations relative to an annual evaluation process and instrument. After the first year of a negative evaluation, the administrative assistant will be placed on a Performance Improvement Plan, in which measurable goals towards improvement shall be outlined. Supervisors will meet with the administrative assistant monthly to determine progress towards meeting those goals. A second annual unsatisfactory evaluation could result in a termination of employment with the Everett Public Schools. The joint committee will commence meeting as soon as possible and joint committee will report out its recommendations to the negotiation teams on or before August 1, 2020. The Parties agree that one negative evaluation will not impact salary increases for the following school year. The agreement of the Parties will be reduced to writing and subject to ratification on or before September 1, 2020 .
2. Administrative assistants will be considered probationary employees for their first ninety (90) school days of employment. After completion of the probationary period, administrative assistants will not be reprimanded, disciplined, suspended, or discharged without just cause.
3. Administrative assistants may request, to review their personnel file, or any portion thereof and will be provided with access without undue delay.
4. An administrative assistant who intends to resign their position shall give notice to the Superintendent through their supervisor no less than two (2) calendar weeks in advance of the proposed final day of work. Exceptions to the notice requirements of this provision may be approved by the Superintendent at their discretion.
5. Evaluators will provide administrative assistants with a copy of their completed annual evaluation via hard copy or email.
6. Within one week after providing the annual evaluation to the administrative assistant, they will be given the opportunity to schedule a meeting with their evaluator.

Article 7

Seniority, Transfers, and Layoffs

1. Seniority

Seniority is defined as the length of continuous employment in this bargaining unit in the Everett Public Schools including time on a paid leave of absence. Seniority is broken if an employee resigns or is discharged for just cause.

2. Notice of Vacant Positions

All vacancies, promotions, stipends and new positions created in the Everett Public School and covered under this agreement shall be sent to the Association Representative and Association President and posted internally ten (10) days prior to being posted/advertised outside of the District.

3. Layoffs and Recall

- a. In the event that reductions in staff will cause layoffs of administrative assistants, the Association will be notified. Any impacted administrative assistants shall be notified thirty days in advance in the event of a school year reduction in staff between the months of September and May and by June 15 in the event of an end of school year reduction in staff.
- b. Volunteers (for a layoff or transfer) will be sought prior to any administrative assistants being laid off or involuntary transferred. All such volunteers will be considered as involuntary discharges for the purpose of unemployment eligibility.
- c. Layoffs will begin with the least senior member of the bargaining unit and will continue up the seniority list. Impacted administrative assistants shall be notified in writing.
- d. Laid off administrative assistants will be placed on a recall list for one year, from the effective day of the layoff. Administrative assistants shall be recalled in the reverse order of the effective date of the layoff. Should a laid off administrative assistance refuse one recall, they will be removed from the recall list.
- e. Administrative Assistants returning as a result of recall will return to their same wage step held before the layoff. The administrative assistant will retain their accumulated sick leave and vacation leave earned prior to the layoff.

Article 8

Paid Leaves of Absence

1. Sick Leave

- a. Each administrative assistant shall be granted fifteen (15) sick days on an annual basis. Sick days may accumulate from year to year up to a total accumulation of 150 days. Administrative Assistants hired after July 1 will accumulate one hour of sick leave for every thirty hours of work, for their first year of employment with the EPS and will carry that accumulation forward into the succeeding July 1 through June 30 year. Thereafter they will be granted fifteen (15) sick days on an annual basis.
- b. Employees who are hired for positions in the administrative assistant bargaining unit from a different bargaining unit will be able to transfer their accumulated sick leave to their new position.

2. Sick Leave Bank

- a. Effective upon the execution of this collective bargaining agreement, a sick leave bank shall be established for use by eligible members of the administrative assistant staff covered by this Agreement who have serious illness or accident which results in the exhaustion of an individual's accumulated sick leave.
- b. Effective July 1, 2020, members of the administrative assistant staff covered by this Agreement shall each contribute their accumulated sick days beyond 130. in order to fund the sick bank. At the end of each school year, administrative assistants will be invited to donate their "over maximum" sick days to the Sick Bank.
- c. The initial grant of sick leave by the bank committee to an eligible employee shall not exceed twenty (20) days.
- d. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant. The maximum days granted an individual will not exceed forty (40) days.
- e. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
- f. The sick leave bank shall be administered by a sick leave bank committee consisting of five (5) members. Three (3) members shall be designated by the Association and two (2) will be designated by the school department. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave.
 - i. Adequate medical evidence of serious illness.
 - ii. Prior utilization of all eligible sick leave.
- g. When the unused sick leave bank days reach fifty (50) days, it shall be increased by the contribution (assessment) of one (1) additional day of sick leave by each member of the

administrative assistant staff covered by this Agreement. Additional contributions (assessments) will be deducted from the administrative assistant's annual sick leave.

- h. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

3. Personal Leave

- a. Employees may use up to three paid days per year for personal, legal, business, household or family matters which require absence during school hours. Unused personal days do not accumulate into the succeeding July 1-June 30 year.
- b. Requests for personal time shall be made pursuant to Everett Public Schools policy.

4. Bereavement/Funeral Leave

- a. In the case of father, mother, brother, sister, spouse, son, daughter, father-in-law, mother-in-law, no reduction of salary will be made for absence not exceeding four (4) days. In the case of the death of a grandchild or grandparent, an administrative assistant shall be granted two (2) days leave. Funeral leave of one day shall be granted for aunt, uncle, niece, nephew, brother in law, sister in law.
- b. Requests for bereavement leave shall be made pursuant to Everett Public Schools policy.

5. Jury/Witness Duty

- a. In Massachusetts, an employee who is summoned to jury duty or to appear in court as a witness shall receive their full daily rate of pay for the first three (3) days of juror or witness service. If required to serve beyond three (3) days, the employee will be paid the difference between their daily rate of pay and the daily jury/witness stipend provided by the Commonwealth of Massachusetts. If serving in another state, the state law concerning jury/witness duty will guide the rate of pay requirements for that employee's jury/witness duty. In no event will an employee suffer a loss of compensation while serving jury/witness duty.
- b. Employees shall be required to submit evident of jury/witness duty service pursuant to Everett Public Schools policy.
- c. On any day or half-day that an employee is not required to serve, he/she will be expected to report to work.

6. Military Leave

Employees called upon to serve, or who volunteer for service in the Armed Forces and who serve continuously for six (6) months or longer shall be granted a leave of absence for their term of duty and shall be reinstated on the salary schedule one (1) step above that at which they left.

7. Religious Leave

At the discretion of the Superintendent, paraprofessionals absent for the following reason may be allowed full pay with the understanding that the time lost will be deducted from their sick leave for the current year: Religious Holidays.

8. Personal Injuries

Administrative assistants shall be paid during an extended absence as a result of a personal injury suffered in the course of employment. The pay shall be the administrative assistant normal salary less the amount of Workmen's Compensation, sick time will be used for this difference.

Article 9 Parental Leave

The Everett School Committee agrees to abide by all of the provisions of the Massachusetts Parental Leave Act, the Small Necessities Act and the Federal Family Medical Leave Act. Parental leave allows female or male administrative assistants who have been employed for at least three (3) consecutive months up to eight (8) weeks of leave after the birth of a child; the adoption of a child under the age of 18; adoption of a child under the age of 23 if the child is mentally or physically disabled; and placement of a child up to age 18 with the administrative assistant per court order, subject to the following conditions and limitations:

1. An administrative assistant seeking parental leave must provide at least 2 weeks' written notice to the Superintendent of the anticipated date of departure and the administrative assistant's intention to return; unless the delay of notice is for reasons beyond the administrative assistant's control.
2. Such parental leave, and any pregnancy disability leave that involves the same child, shall not in total impact upon any more than two (2) consecutive school years.
3. Administrative assistants who give birth may use their accrued paid sick time in order to receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After an administrative assistant has used all eligible leave time, any remaining time of parental leave shall be unpaid. Eligible administrative assistants may petition the sick bank in accordance with the parameters set out in the collective bargaining agreement.
4. Non-birth parents are eligible to use up to four (4) weeks of accrued sick leave toward their parental leave. Non-birth parents are not eligible to petition the sick bank for their parental leave.

5. Parental leave will run concurrently with FMLA leave.
6. An administrative assistant granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to their previous, or a similar position with the same status, pay, length of service credit and seniority as the administrative assistant had on the date of commencement of the leave of absence. An administrative assistant does not accrue longevity credit, credit for placement on the salary schedule, or seniority for any period during which the administrative assistant is on unpaid leave of absence. If other administrative assistants of equal length of service and status, serving in the same or similar position, have been terminated from service because of changes in the operation of the school system affecting employment of staff of the same type during the period of such parental leave of absence, the administrative assistant shall not be entitled to be restored to their position.
7. An administrative assistant who has been employed at least three months at the start of a parental leave will be granted an unpaid childrearing leave of absence by the School Committee of up to two (2) years from the effective date of commencement of the leave, but such leave shall not impact more than two consecutive school years. The administrative assistant will provide the Superintendent with at least two weeks written notice of this leave and their anticipated date of return. Administrative assistants do not accrue longevity credit, credit for placement on the salary schedule, or seniority for any period during which the administrative assistant is on an unpaid child rearing leave of absence. Child rearing leave will not affect an administrative assistants' right to receive entitled benefits for which they were eligible at the date of the leave; provided, however that such child rearing leave shall not be included, when applicable, in the computation of such benefits. Upon their return, they shall receive the normal salary increment, provided that the administrative assistant has completed at least 120 days of the school year. The administrative assistant will be placed in a position for which they are qualified.
8. Return from childrearing leave shall be on the first day of the school year unless mutually agreed to by the administrative Assistant and the Superintendent.
9. In the case when both parents are employed by the Everett Public Schools, only one (1) parent shall be entitled to an unpaid child rearing leave pursuant to this Article.
10. Unless otherwise mutually agreed to by the administrative assistant and the Superintendent, an administrative assistant who has taken a childrearing leave pursuant to this Article must work one full school year before being eligible to take another unpaid childrearing leave.
11. An administrative assistant may not engage in remunerative employment inconsistent with the purpose of this childrearing leave. "Inconsistent" shall be defined as more than half time employment outside the home.

Article 10
Vacation Leave

Administrative assistants will accrue vacation leave according to the following schedule:

Less than five years in the district:	Two (2) weeks
Five (5) years of service in the district:	Three (3) weeks
Ten (10) years of service in the district	Four (4) weeks

(Years of service in the district will include service outside of the bargaining unit)

Two members of the bargaining unit receive five weeks of vacation and will continue to receive the five weeks for the duration of their employment.

Article 11
Compensation

- **3%** Retroactive compensation for July 1, 2019-June 30, 2020
- **1%** Compensation increase for July 1, 2020-June 30, 2021
- Listing of all stipends and the corresponding compensation
- Joint Labor management committee to develop job description for School Office Administrative Assistant, Central Office Administrative Assistant, Payroll and Benefits Administrative Assistant, Accounting Administrative Assistant, and Budgeting Administrative Assistant.

- Increase Longevity as follows:
 - Fifteen (15) years of service \$1,500
 - Twenty (20) years of service \$1,700
 - Twenty five (25) years of service \$1,900
 - Thirty (30) years of service \$2,100
 - Thirty five (35) years of service \$2,300
 - Forty (40) years of service \$2,500(All service in the district shall count toward longevity accrual)

Article 12
Severance Pay

Upon retirement, resignation or death, an administrative assistant or their estate will be paid sixty dollars (\$60) of unused sick leave accumulated up to one hundred thirty (130) days to be paid on or before August 1.

Article 13
Professional Development and Training

Administration will make available staff training opportunities including evaluation training, skill development, and other appropriate courses to improve competency and productivity.

Article 14
Association Rights

1. Use of Buildings

The Association will be granted the use of school buildings without cost at reasonable times for meetings. All requests must be made to the Superintendent's Office. The principal of the building in question will be notified in advance of the time and place of all such meetings by the Superintendent's Office.

2. Bulletin Board and Notices

Each staff lounge will have one shared (1) bulletin board in a reserved area for the exclusive purpose of displaying notices, circulars, and other Association material. The Association president will review notices prior to their posting.

3. Association access to Orientation

Representatives of the Association will be provided with at least one hour during new administrative assistants' orientation meetings at a mutually agreeable time.

Article 15
Indemnification

An administrative assistant who as a result of the performance of their duties is sued shall be defended by the Office of the City Solicitor provided that the administrative assistant agrees to be represented by the Office.

Article 16
Management Rights

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or to change any rule or policy adopted prior to the date of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this contract, and it is agreed that no member of the Association shall contact the School Committee concerning any matter covered by this Agreement without first bringing the matter to the attention of the Superintendent. The School Committee is a public body established under the statutes of Massachusetts and has final

responsibility for establishing the policies of the public schools for management of said schools and for directing their operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Association by specific provisions of this Agreement.

Among such responsibilities as are vested exclusively in Management are the following: the right to hire, promote, transfer, assign, schedule and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees in accordance with the provisions in Articles 5, 6, and 7, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department in situations of emergency.

Article 17
Duration

This contract is in effect from July 1, 2019 until June 30, 2021.

Everett School Committee
Thomas Abruzzese, Chairman

Kim Auger, President
For the Everett Administrative Assistants

Gina Gennette, Executive Board
For the Everett Administrative Assistants

Date: July 6, 2020