



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WATERTOWN SCHOOL COMMITTEE

AND

**WATERTOWN EDUCATIONAL ADMINISTRATIVE
ASSISTANTS ASSOCIATION**

SEIU LOCAL 888

**FOR THE PERIOD BEGINNING JULY 1, 2006
AND ENDING JUNE 30, 2009**

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ARTICLE 1
RECOGNITION

A. RECOGNITION

The Watertown School Committee hereby recognizes for the purpose of collective bargaining Service Employees International Union, Local 888 as the sole and exclusive representative for the Watertown Educational Administrative Assistants Association.

B. MEMBERSHIP

Membership shall be all full-time and regular part-time clerical employees in the school department including senior clerks, principal accounts clerks, senior bookkeepers, data entry clerks, and library aides; excluding all managerial and confidential employees (e.g. the secretary of the Superintendent of Schools and the secretary of the Assistant Superintendent of Schools), all casual employees, and all other employees.

C. NON-DISCRIMINATION

The parties to this Agreement will not discriminate in violation of federal or state law against any employee because of race, age, color, creed, sex, marital status, national origin, handicap, sexual orientation, or membership or non-membership in the Association or by reason of any activity or refraining from any activity in, with and/or for the Association not in contravention of any provision of this Agreement or law.

D. DEFINITION

Any reference to Committee shall mean The Watertown School Committee and reference to Association shall mean The Watertown Educational Administrative Assistants Association.

1. All reference in this agreement to full time employees shall mean calendar year and school year employees scheduled to work thirty-five (35) hours weekly.
2. School year employees work 188 days
3. Calendar year employees work a full 12 month year

ARTICLE 2
MANAGEMENT RIGHTS

It is recognized that the Committee reserves and retains the sole and exclusive rights, powers and authority to control, direct and manage the affairs and operation, of the public schools of Watertown, Massachusetts. These rights powers and authority shall not be exercised in a manner inconsistent with the terms and provisions of this Agreement. No action taken by the Committee with respect to the exercise of such rights, powers and authority other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and/or arbitration provisions of this Agreement.

ARTICLE 3
VOLUNTARY DUES DEDUCTION

- A. The Committee agrees to deduct from each employee's wages, dues for the Association as each employee individually and voluntarily authorizes the Committee, in writing, to make such deduction.
- B. The Committee will transmit said monies deducted to the SEIU Comptroller, or as otherwise directed by the Association.
 1. The employee's authorization form will be forwarded to the Committee no

later than thirty (30) days prior to the effective date of the first payroll from which the deduction is to be made.

2. The employee shall individually and voluntarily complete the Voluntary Dues Assignment Form to commence said deductions and each time there is a change in the amount to be so deducted.

ARTICLE 4 AGENCY SERVICE FEE

A. Fee Description

1. Pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30) day of employment as a member of the bargaining unit (or the effective date of the Agreement, whichever is later) each bargaining unit employee who elects not to join the Union, shall pay to the Association an agency service fee.
2. The amount of such agency fee shall be limited to that portion of the Association dues which is shown by the Association to be directly related to negotiating and administering the collective bargaining agreement, consistent with the regulations and decision of the Massachusetts Labor and Relations Commission.
3. This cost shall be determined by the Union for the duration of the contract and be transacted in writing to the School Committee at the time of ratification of the Agreement.
4. Deduction will be made from employees' earnings weekly and Town will remit monthly the total of said deductions to the SEIU Comptroller, or as otherwise directed by the Association.
5. Appendix D provides current information for informational purposes only.

B. Indemnification.

1. The Union agrees to indemnify and save harmless the Watertown School Committee for any action that the Committee or the Union may take pursuant to those provisions, including any claims made against the Committee or Union by any employees or groups of employees.
2. No request to dismiss or suspend an employee for non-compliance shall be effected during any dispute which may be before the Massachusetts Labor Commission or a court of law of competent jurisdiction concerning this article.

ARTICLE 5 EMPLOYMENT POLICY

A. Part Time Employees

1. Employees assigned to a regular part time position of 20 hours or more per week shall be eligible for all benefits provided by this agreement on a pro-rated basis.
2. Employees who regularly work less than 20 hours per week, shall not be entitled to benefits provided by this agreement.

B. Work Day

1. Full Time calendar year employees shall be scheduled for an eight (8) hour day, which will include a one (1) hour unpaid lunch period.
2. Full time school year employees shall be scheduled for a seven and one half (7 1/2) hour day which will include a one half (1/2) hour unpaid

lunch period.

3. Full Time employees will be entitled to a twenty (20) minute break in the morning to be taken at a mutually agreed upon time between the employee and his/her supervisor.
4. Regularly scheduled employees shall be compensated for a full work day in the event his/her office is closed at a time earlier than the regularly scheduled closing hour.
5. Full time school year employees shall work 188 days as follows:
 - a. 184 days as scheduled
 - b. 4 days as authorized in writing by the employee's Supervisor or the Supervisor's designee.
6. Part time school year employees, who work 20 hours per week or more, will receive a salary based on the same work year (i.e. number of days) as the full time school year employees.

C. Reemployment

1. If the employee leaves the service of the school department and is re-hired within a three year period, leave or pay status shall begin at the same step/rate at which that individual left.
2. The three year period shall be within the end date and start date of the new employment.
3. If the new start date and previous end date are greater than three years, the employee's status shall start anew.

ARTICLE 6
OVERTIME

- A. All work performed in excess of thirty five (35) hours per week shall be compensated at time and one half (1 1/2) the employee's regular hourly rate.
- B. All overtime must be approved in advance, in writing by the employee's immediate supervisor, who shall get prior approval of the principal or superintendent.
 1. Employees may, with the approval of their supervisor, submit overtime compensation for compensatory time in lieu of payment.
 2. Compensatory time will be credited as time and one half (1 1/2) for overtime in excess of thirty-five (35) hours in a week.
 3. Compensatory time for school year employees shall be limited to 20 hours accrual per fiscal year and limited to 24 hours for calendar year employees.
 4. Compensatory time must be used within six (6) months of the completion of the overtime and the time off must be requested through the request for leave process

ARTICLE 7
PROFESSIONAL DEVELOPMENT

A. REQUIRED TRAINING

1. The School Committee will provide professional training that it determines is mandated in order to address the needs of the district.

2. Such training needs and the employees who will attend will be determined solely by the Superintendent or designee and will be scheduled as professional time with no loss of pay to the employees who will be required to attend.

B. TUITION REIMBURSEMENT:

1. In addition to required training as set forth in paragraph A, above, each employee in the bargaining unit may request to attend a course, seminar, or workshop that is not required, but that is related to their job duties.
2. The course selection must be approved in advance, in writing, by the employee's immediate supervisor.
3. The employee will be reimbursed fifty per cent (50%) up to \$1000 per fiscal year for such approved attendance.
 - a. If a program is scheduled during the employee's regular work hours, the employee must utilize personal or vacation leave to attend the program.
 - b. The school department will set aside a total of \$3000 per fiscal year for reimbursement purposes for the bargaining unit.

ARTICLE 8
JOB VACANCIES

A. Definition:

1. A vacancy is an opening caused by the promotion, death, retirement, resignation, or discharge of a Union-member as well as the availability of a new position.
2. Nothing herein shall be construed to limit the right of the School Committee to determine the size of the work force or the number of employees.
3. The posting of a vacancy, the requisition of a civil service list, and/or the conducting of interviews do not constitute a final decision to fill a vacancy.

B. Filling Vacancies:

1. In the event the School Committee or its designee decides to fill a vacancy
 - a. the position shall be posted for at least ten (10) days prior to being filled
 - b. a copy of the posting shall be sent to the Union President.
 - c. No employee shall be restricted from applying for any position.
2. In filling vacant positions, the Committee shall consider, in addition to the requirements of Civil Service regulations, to the extent they apply, the following criteria:
 - a. Knowledge and skill as they apply to the vacant position.
 - b. Successful completion of a competency test compiled by the supervisor of the vacant position with the approval of the Superintendent or her/his designee.
 1. The competency test shall include a simulation of tasks regularly required of the individual filling the position.
 - c. Performance in current assignment, as assessed by the assigned evaluator
 - d. Interpersonal skills, as assessed by the assigned evaluator

C. Current Employee Applicants

1. The Principal/Superintendent or its designee shall be the sole judge of criteria and qualifications as set forth above by the Committee, provided that such judgment is not exercised arbitrarily, capriciously or unreasonably.
2. Only current employee applicants who, in the sole opinion of the

Principal/Superintendent or their designee, meet the specific requirements of the vacant position shall be considered for appointment.

3. If there is no qualified current employee:
 - a. The position and qualifications will be forwarded to Civil Service, if applicable.
 - b. If not applicable, the position will be publicly advertised.
4. Final approval of all appointments within a particular school shall rest with the principal of that school, subject to the approval of the Superintendent, and such approval shall not be unreasonably withheld.
5. If current employees have sufficient qualifications as set forth within this article and are virtually equal; the Principal/Superintendent may consider the seniority of the qualified candidates.

D. Internal Appointments

1. All internal appointments shall initially be made on a three (3) month trial basis, in order to afford both parties the opportunity to assess the desirability of continuing the appointment.
2. During this trial period:
 - a. the immediate supervisor shall review the employee's performance
 - b. either party may request that the appointment be rescinded, and the employee returned to her/his former position
 - c. The employee's original position will be filled by a temporary outside employee before the position is permanently filled
 - d. Upon completion of the third month of appointment:
 1. Employee will meet with his/her supervisor to discuss goals and performance.
 2. Documentation of that process will follow that meeting within ten (10) working days.
3. Appointments to a vacant position from within the unit, shall be compensated at the assigned rate of pay

E. Outside and Promotional Appointments

1. All outside appointments or promotional appointments shall be subject to a six-month probationary period, as defined in M.G.L. c.31.
2. Promoted employees shall be placed on a salary step which is at least two hundred dollars (\$200.00) more annually than the employee's current rate of pay.

ARTICLE 9

REORGANIZATIONS AND TRANSFERS

A. Reorganization

1. Should it become necessary for the Superintendent or her/his designee to reorganize existing staff within a building and/or within a classification for the greater efficiency of the school system.
2. Written notice stating the reasons for the reorganization shall be provided to the Union, and the Committee shall fulfill its statutory bargaining obligation with respect to the proposed reorganization, prior to implementation.

B. Transfers

1. Exclusive of a reorganization or a reduction in force, no employee shall be forced to accept any transfer without cause
2. The decision to transfer is subject to the grievance procedure

ARTICLE 10
HOLIDAYS

- A. All Employees covered by this agreement shall be paid for the following holidays, excluding Independence Day for school year Employees.
1. New Year's Day
 2. Christmas
 3. Veteran's Day
 4. Martin Luther King Jr. Birthday
 5. Good Friday (When school is not in session)
 6. Independence Day
 7. Labor Day
 8. Washington's Birthday
 9. Patriot's Day
 10. Memorial Day
 11. Thanksgiving
 12. Day After Thanksgiving
 13. Columbus Day
- B. The day before Christmas, day before New Year's, and the day before Thanksgiving shall be one-half (1/2) days for all employees.
- C. Holiday occurring on either a Saturday or Sunday
- a. Shall be celebrated on the next succeeding Monday or preceding Friday provided that the Watertown Public Schools are closed on said Friday or Monday.
 - b. Exceptions for Christmas and New Years Day
 - i. If both fall on a Saturday or a Sunday, the preceding Friday will be the day of shortened schedule.
 - ii. If both falls on a Thursday the proceeding Friday shall be the paid holiday so long as school is not in session
- D. Holiday pay will be paid at the employee's hourly rate for the hours he/she would have otherwise been scheduled to work.
- E. If the employee is requested to work on the holiday, he/she will receive the holiday pay and will be paid at the rate of time and one half.

ARTICLE 11
VACATION LEAVE

- A. Use of the phrase "this Agreement" throughout this Article specifically refers to the successor collective bargaining agreement to the 1995-1998 Agreement.
- B. All full time (12 month) calendar employees hired before the effective date of this Agreement shall be eligible for vacation leave based upon Schedule I Column A.
- C. All part time calendar year employees hired before the effective date of this Agreement shall be eligible for the vacation leave based upon the following schedule (Column A) on a pro-rated basis
- D. All school year (10 month) employees hired before the effective date of this Agreement shall be eligible for vacation pay based upon Column B

Schedule I

<u>Upon completion of:</u>	<u>Column A: Equivalent of:</u>	<u>Column B: Equivalent of:</u>
Thirty (30) weeks up to one (1) year	Five (5) days	Four (4) days
One (1) to five (5) years	Fifteen (15) days	Twelve (12) days
Five (5) to ten (10) years	Twenty (20) days	Sixteen (16) days
Ten (10) to twenty-four (24) years	Twenty-five (25) days	Twenty (20) days
Twenty-four or more years	Thirty (30) days	Twenty-four (24) days

E. Entitlements

1. Vacation leave entitlements shall be calculated on July 1 annually.
2. An employee's last date of continuous employment shall be used to determine the length of service for the purpose of calculating vacation leave and vacation pay entitlements.
3. Use of any paid leave benefit provided under this Agreement or during regularly scheduled school vacations, shall not constitute a break in continuous service
4. Any other period of unpaid leave including leave subject to state and federal law shall be considered a break in continuous service for the purpose of calculating vacation leave and vacation pay entitlements the returning employee shall be entitled to pick up the leave or pay status that existed prior to the leave.

F. Scheduling

1. Vacation leave for calendar year employees shall be taken at such time(s) during each calendar year that the employee's immediate supervisor determines will cause the least interference with the efficient operation of the school.
2. School year employees who have sufficient vacation pay due, may receive vacation pay during:
 - a. scheduled school vacation periods when classes are not in session for students
 - b. in the last pay period of the school year
 - c. or as approved by the Superintendent.
3. School year employees shall notify the Superintendent by October 1st on a form provided by the Administration, as to the employee's choice of dates for receiving vacation pay.
4. Vacation leave and vacation pay cannot be carried over from year to year, with the following exception: an employee may carry up to one (1) week of vacation over to the following year under unusual or special circumstances with the approval of the Superintendent or designee. This will not be available from year to year.

ARTICLE 12
PERSONAL LEAVE

A. Entitlement

1. An employee may be allowed up to and including the equivalent of two (2) days of leave with pay each year subject to the approval of the Assistant Superintendent of Schools for the purpose of transacting or attending to personal, legal, household, or family matters which require absence during work hours.
2. Employees will provide the reason for the request on the "Request for Leave Form"
3. No personal leave will be allowed the day preceding or following a holiday or vacation period unless approved by the Principal or Superintendent of Schools.
4. Application for personal leave will be made at least 48 hours before taking such leave (except for emergencies).
5. Approval of personal leave requests will not be unreasonably withheld.
6. Employees who have not used their personal leave for the year, may convert those unused hours into accumulated sick leave. Personal leave may not be carried over from year to year.

B. Procedure

- a. Calendar year employees receive 15 hours personal leave on July 1
- b. School year employees receive 14 hours personal leave on July 1
- c. Part time employees will receive pro rated leave benefit

C. Eligibility

- a. All calendar year employees hired after the effective date of this Agreement* shall be required to work six (6) months before being eligible for personal leave.
- b. All school year (10 month) employees hired after the effective date of this Agreement shall be required to work ninety-four (94) work days before being eligible for personal leave.

- D. Use of the phrase "this Agreement" throughout this Article specifically refers to the successor collective bargaining agreement to the 1995-1998 Agreement.

ARTICLE 13
SICK LEAVE

A. Definition

1. Sick leave shall mean that period of time for which an employee is entitled to receive compensation while unable to perform his/her duties because of sickness or injury.
2. In the event that an employee has an unusual number of short absences or an illness lasting more than five (5) consecutive school days, the Superintendent may require a certificate from the employee's physician as a condition of eligibility for sick pay or return to work.

B. Accrual

1. Sick leave shall be granted at a rate equivalent to 1.25 scheduled work days per month of active employment. (i.e. part time employees will receive a prorated number of hours)
2. Sick leave shall be credited to the employee on the first day of each month.
3. After the first year of employment:
 - a. calendar year employees shall be granted one hundred twelve and one half

- hours of sick leave per year
- b. school year employees shall be granted eighty four (84) hours of sick leave per school year
- c. Part time employees will receive this benefit on a pro rated basis.
- 4. All sick leaves to which such employee has become entitled shall be cumulative from year to year and such employee shall be entitled to take all or any portion thereof in any calendar year.
- 5. An employee, who is transferred or promoted to another position, shall continue to have accumulated unused sick leave available for use as necessary.

C. Notices

- 1. An employee unable to report to work under this article shall notify his/her Supervisor as early as possible on the day of the absence.
- 2. The Central Office will issue to each individual a notification informing the individual of the amount of sick leave accumulated to date as of July 1.

D. Separation from Service

- 1. Upon the death or retirement from service, an employee covered by this agreement who is eligible for sick leave under these rules, shall be paid an amount equal to 25% of the sick leave accrued at the rate of \$60 per seven (7) hour day. Upon death, payment shall be made to the employee's estate.
- 2. An employee who is laid off his/her position under conditions that are not discreditable to him/her, if re-employed within one year shall have available any unused sick leave credit existing at the time of said layoff.

ARTICLE 14
RELIGIOUS OBSERVANCE

- A. At the sole discretion of the Superintendent, employees may be given up to two (2) scheduled work days of religious observance when these days do not coincide with school vacations. An employee may also use unused sick days for such purpose.
- B. Any employee seeking such leave must do so in writing to the Superintendent at least ten (10) working days in advance of the requested leave, or by the first day of school, whichever is shorter.

ARTICLE 15
INCLEMENT WEATHER POLICY

A. Delayed Opening

- 1. In the event the Superintendent of Schools calls a delayed opening of school, school year employees will report to work no later than the announced revised time. These employees will be compensated for his/her scheduled hours for the day
- 2. When the Superintendent delays the opening or cancels school, calendar year staff will be required to work their regular schedules.

B. School Closing

- 1. If school is closed for any reason, 10 month staff will not be required to report to work.
- 2. Proper procedures for notifying all employees will be established.
- 3. It is understood school days will be cancelled do to inclement weather on occasion.
 - a. Up to 35 vacation or sick leave hours may be used in case of emergency closings for weather or other unscheduled events

- b. School year employees will not otherwise be compensated for cancelled school days until the rescheduled day(s) are actually worked.

ARTICLE 16
BEDSIDE CARE LEAVE

- A. Use
 - 1. Up to thirty five (35) scheduled hours annually shall be allowed, without loss of pay, in the event of serious illness requiring the bedside care by the employee for the following:
 - a. spouse
 - b. child
 - c. son-in-law
 - d. daughter-in-law
 - e. parent
 - f. sibling, or
 - g. any other member of the employee's immediate household including significant-other, legal guardian, and grandparents.
 - 2. Such leave will not be deducted from accrued sick leave. If an employee requests additional time, and such time is granted, it will be deducted from available vacation/personal leave on an hourly basis.
- B. Upon the request of the Superintendent, the employee will provide a doctor's certificate attesting to the seriousness of the illness.

ARTICLE 17
BEREAVEMENT LEAVE

- A. Up to five (5) scheduled work days at any one time, without loss of pay, in the event of the death of:
 - 1. spouse
 - 2. child
 - 3. son- or daughter-in-law
 - 4. parent or legal guardian
 - 5. sibling, or
 - 6. other member of the employee's immediate family to include significant-other, and grandparents.
- B. Up to three (3) scheduled work days at any one time, without loss of pay, in the event of the death of a member's grandparent, father- or mother-in-law.
- C. One (1) scheduled work day, without loss of pay, will be granted the employee in order to attend the services (wake, funeral, etc.) of any other relative.

ARTICLE 18
LONGEVITY

- A. Eligibility
 - 1. Full time employees who complete a period of continuous service within the Watertown Public Schools shall receive the corresponding amount in

- Schedule I in one lump payment;
2. Continuous is defined here as service of thirty (30) continuous days or more.

Schedule I:

Amount	After Years of Continuous Service
\$850	5
\$1150	10
\$1250	15
\$1450	20
\$1550	25
\$1750	30

* Employees working as temporary or substitutes as of 1/1/95, shall count such time as contributable for the purposes of calculating longevity. This pertains only to the continuous service of Michele Grey and Patricia Days.

B. Procedure

1. Placement on the next step of the schedule will take effect as of the employee's anniversary date
2. Longevity benefit is paid current; that is, upon completion of a period of continuous service defined on the scale, the next payment received will be for that period of continuous service.
3. An employee retiring prior to her/his anniversary date shall be paid on a prorated basis from the last anniversary date.
4. Only employees receiving this benefit on or before July 1, 2007 will receive a "buy out" of \$600 upon separation to deal specifically with Arbitrator Talmedge's decision.

ARTICLE 19
SENIORITY

- A. For retirement purposes, seniority shall be based upon Civil Service statutes and the Town of Watertown ordinances.
- B. For promotion purposes, seniority shall be based upon Civil Service statutes and the date the employee was appointed to the Watertown Public Schools.
- C. For transfer purposes, seniority shall be based upon Civil Service statutes and the date the employee was appointed to the Watertown Public Schools.
- D. For vacation time purposes, seniority shall be computed by the date of continuous employment in the Watertown Public Schools.
- E. For layoff purposes, seniority shall be computed in accordance with Civil Service Statutes and the date the employee was appointed, without interruption, to the Watertown Public Schools.

ARTICLE 20
LEAVE OF ABSENCE

A. Benefit

1. An unpaid Leave of Absence for up to one (1) year may be granted to bargaining unit employees (with at least two (2) years of continuous service) upon written request and approval of the Superintendent. Such written request shall state the reasons for the requested leave.
2. There will be no additional accrual of seniority; sick leave, vacation leave, personal or bereavement leaves, during an unpaid leave of absence. Health insurance would continue at the request of the employee with the total cost borne by the employee.

B. Procedure

1. Employees shall give at least thirty (30) days notice to the employer stating his/her intention to return to his/her position to insure that his/her return to work will cause the least amount of disruption to the orderly and effective operations of the School Department.
2. The employee shall be restored to his/her previous position if that position exists and no more than 16 weeks have passed since the beginning of the leave,
3. The employee shall be restored to a similar position, with the same status, pay and benefits provided that the employee does not enjoy greater job rights from having been on leave than employees who are currently working and not on leave.

ARTICLE 21
MATERNITY LEAVE

A. Eligibility

A maternity leave of absence without pay may be granted for a period of up to one (1) year commencing from the time the employee is absent from her employment for the purposes of giving birth provided the employee has completed the probationary period as established by Chapters 31 and 31A of the Massachusetts General Laws relating to Civil Service, and has given one month notice of her anticipated date of departure from her employment provided premature delivery does not prevent the giving of such notice.

B. Payment While On Leave

1. Accumulated sick leave may be used at the option of the employee up to a maximum of eight work weeks to accommodate her own physical disability.
2. The employee may use additional sick leave only when her own physical disability is documented by a physician's letter sent to the Superintendent of Schools.
3. Available vacation leave may be used, at the option of the employee, at any time prior to going on or during such leave.

C. Procedure

1. The employee on maternity leave of absence shall give at least thirty (30) days notice to the Committee stating her intention to return to her position to insure that her return to work will cause the least amount of disruption to the orderly and effective operations of the School Department.

2. The employee shall be restored to her previous position if that position exists and no more than 16 weeks have passed since the date of delivery, or to a similar position, with the same status, pay and benefits provided that the employee does not enjoy greater job rights from having been on leave than employees who are currently working and not on leave.

ARTICLE 22
JURY DUTY

A leave of absence shall be granted to an employee selected for and ordered to perform jury duty. This leave shall be granted without effecting longevity. The employee shall be paid the difference between his/her then assigned regular rate of pay and the pay, which he receives from the Court for such service. The employee will provide appropriate official documentation attesting to the details of the jury assignment.

ARTICLE 23
JOB DESCRIPTIONS

In accordance with Civil Service statutes and regulations, both parties agree that each employee within this bargaining unit shall have an accurate Job Description, which shall be provided to each employee. It is further agreed by both parties that the Administration and the Association will form a Committee by January 1993 to develop Job Descriptions for all positions covered by this Agreement. All Job Descriptions will be completed by October 1993. These Job Descriptions shall be the guidelines for reclassification, which will be implemented no later than July 1, 1994.

ARTICLE 24
THE EVALUATION PROCESS

A. Statement of Purpose

1. Performance evaluation is becoming a feature of employment of all staff in the Watertown Public Schools.
2. The evaluation process provides the opportunity for staff members to meet with supervisors on an annual basis to review work performance and to set goals for the upcoming year.
3. It is understood that the evaluation process is fundamentally positive in nature, and shall not be used as a means of discipline, and shall not be used arbitrarily, capriciously or punitively.
4. The growth and development of the employee is the primary focus.
5. When deficiencies are noted in the evaluation, the Watertown Public Schools and the employee will work together in order to facilitate improved performance.

B. Process

1. The evaluation of the work of employees covered by this agreement shall be conducted openly and with the full knowledge of the employee. The employee will be given a copy of all evaluations prepared by supervisors and will be given the opportunity to discuss such evaluations with his/her evaluator.

2. ANNUAL EVALUATION/GOAL SETTING CONFERENCE:

- a. Each employee will meet with his/her evaluator between April and June in order to complete an evaluation of the employee's performance, to assess the employee's achievement of established goals, and to set goals for the upcoming year.
- b. A draft of the evaluation will be given to the employee at least three (3) work days before the conference. The final draft of the evaluation will be prepared after the discussion at the conference and will be signed by the evaluator, the employee, and, ultimately, the Assistant Superintendent of Schools. The employee is encouraged to comment on the evaluation. Employee comments will be considered part of the evaluation materials.
- c. If there are any disagreements between the evaluator and the employee regarding the content of the evaluation and goals, the Assistant Superintendent of Schools will meet with the evaluator, the employee, and a member for the bargaining unit chosen by the employee. After a full discussion of the issues from those present at the meeting, the Assistant Superintendent of Schools will determine the appropriate resolution to the issue.
- d. If an employee receives an unsatisfactory overall evaluation, the evaluator and the employee will develop a plan to improve the employee's performance in the area(s) of concern. This plan will become part of the evaluation materials and will identify resources, which the School Department will dedicate to assist the employee in the remediation process. The evaluator will write the plan.
- e. The final evaluation and any employee comments will become part of each employee's personnel file.
- f. The Director of Personnel will review and sign all evaluations in order to confirm that the process was conducted in accordance with school district standards and the terms of this agreement.

3. EVALUATORS

Table 3.1 indicates who will evaluate which employees:

Table 3.1	
<u>Position</u>	<u>Evaluator</u>
Business Office Staff*	Director of Business
Special Education Department	Administrator of Special Education
School Secretaries	Principal †
Secretary(ies) in Guidance Offices	Dir. of Guidance/Principal†
Secretary(ies) in Housemasters' Office	Housemasters/Principal†
Library Aides	Principal†
Computer Operator	Principal†
Secretary(ies) to the Coordinators/Directors	Coordinators/Directors/Principal†

* The Director of Business Services and the Director of Transportation & Maintenance will jointly evaluate the secretary for Maintenance and Transportation.

† Use of the term Principal includes the title "Headmaster"

ARTICLE 25

GRIEVANCE PROCEDURE

A. Definitions

1. For the purpose of this Agreement, a grievance is defined as a complaint by an employee that, as to him/her, there has been a direct violation of the express terms of a specific provision of this Agreement.
2. All grievances must be in writing and signed by the grievant, setting forth in detail the nature of and all the facts giving rise to the grievance, the contract provision(s) alleged to have been violated and the relief requested. (Appendix D)
3. Said grievance must be processed in accordance with the levels, time limits and conditions set forth below in this Article.
 - a. The time limits set herein below are construed to be maximum time limits.
 - b. It shall be clearly understood by both parties that it is the responsibility of the grievant to exercise his/her rights under this grievance procedure.
 - c. Saturdays, Sundays and legal holidays shall not be counted in the computation of any period of time specified in this section.

B. Procedure for Processing a Grievance

1. Level One: The grievance shall be presented to the employee's immediate supervisor in writing within ten (10) days of the employee knowing or should have known of the act or condition on which the grievance is based. Said supervisor will meet with the grievant within ten (10) days of receipt of the grievance, and within ten (10) days following said meeting shall render a decision in this matter in writing.
2. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or no decision is rendered within ten (10) days of the meeting with the grievant, the aggrieved employee may file the grievance in writing with the Director of Personnel or designee within ten (10) days of receipt of the decision. The Director will render a decision, in writing, within ten (10) days of receipt of the grievance.
3. Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision is rendered within ten (10) days of receipt of the grievance, the grievant may elect to submit the grievance to the Superintendent within ten (10) days of receipt of the decision. Said submission shall be in writing. The ultimate decision will be rendered by the Superintendent in writing within thirty (30) days of receipt of the grievance.
4. Level Four: If the grievant is not satisfied with the disposition of the grievance at Level Three; or no decision is rendered within thirty (30) days of receipt of the grievance, the grievant may within ten (10) days, request in writing to go to the Association and ask for consideration to go to Arbitration. The Association may elect to submit the grievance to Arbitration within ten (10) days of receipt of written request of the grievant.

- a. The Arbitrator shall be selected by mutual agreement of the parties.
- b. If the parties fail to appoint an Arbitrator he shall be selected from a list of Arbitrators supplied by the American Arbitration Association.
- c. The costs of said arbitration shall be shared equally by the parties.
- d. The Arbitrator will hold a hearing promptly and will issue his decision no later than twenty (20) school days from the date of the close of the hearings.
- e. The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues submitted.
- f. The Arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law, which exceeds the arbitrator's power, or which is violative of the terms of this agreement.
- g. The decision of the Arbitrator will be submitted to the School Committee and to the Association and will be final and binding.

ARTICLE 26
NO STRIKE - NO LOCK OUT

- A. The Association agrees that there shall be no strike, work-stoppage, en mass quit, slowdown, or any other interference with the usual and customary conduct of the educational and business affairs and activities of the Watertown Public Schools or any of its employees by the Association or any of its agents or members, and that neither the Association nor any of its agents or members will initiate, condone, sanction or participate in any of the foregoing acts.
- B. The Committee agrees that there shall be no lockout of the employees from their employment during the term of this Agreement provided the employees continue in the faithful performance of their assigned and directed duties and responsibilities.

ARTICLE 27
INSURANCE

Employees covered by this agreement who work twenty (20) or more hours per week, shall be provided an opportunity to join the group health and life insurance plans offered by the Town of Watertown to employees in other union groups.

ARTICLE 28
LAYOFF PROCEDURE

The Committee and the Association shall recognize and adhere to all Civil Service rules and regulations whenever applicable. In a reduction in force (RIF), the principle of seniority within classification (i.e. accounts clerk, sr. clerk & typist, computer operator, library aide) will apply.

ARTICLE 29
WAGES/METHOD OF PAYMENT

A. Procedure

1. Payroll will be based upon time actually worked and will be made one week in arrears to reflect time authorized and documented in accordance with wage and hour law.
2. Pay for all employees will be reflected in a weekly payroll.
3. Holidays, as set forth in the contract, will be part of the employee's pay in the weeks in which they fall.

B. Work Year

1. School Year employees are required to work 188 days as follows: 184 as scheduled and 4 days as are authorized, in writing, by the employee's Supervisor or the Supervisor's designee.
2. School year (10 month) employees shall notify the Superintendent by October 1st of each school year, on a form to be provided by the Administration, as to the employees choice of dates for receiving vacation pay and as specifically set forth in Article 11.

ARTICLE 30
SICK LEAVE BANK

A. Establishment

A sick leave bank for all permanent calendar and school year employees who receive benefits, with at least two years of continuous service will be established. The sick leave bank will be established, managed and tracked according to the following provisions:

1. Upon the signing of this agreement, the School Committee will make a one time contribution of 30 days and each bargaining unit member will contribute one day from his/her accumulated sick leave; this will establish the bank.
2. In July of each year, each bargaining unit member will contribute the equivalent of one (1) day from his/her accumulated sick leave (i.e. either seven (7) or seven and one-half (7.5) hours). This accumulation will continue until the sick leave bank contains seven hundred fifty (750) hours.

B. Committee Composition

1. The Sick Leave Bank Committee will be the sole means of awarding hours from the sick leave bank.
2. The Sick Leave Bank Committee, composed of two (2) representatives from the School Committee and two (2) representatives from the Association, will vote on each request from an employee.
3. Three (3) votes will be necessary to award days from the Sick Leave Bank.
4. All votes of the Sick Leave Bank Committee are final and binding. The Sick Leave Bank Committee may not award more than six hundred seventy five (675) hours or the equivalent of ninety (90) work days to any individual during his/her lifetime employment.

C. Benefit

1. Employees who meet the employment requirement above, and who have exhausted all sick, personal, and vacation leave/pay, may petition the Sick

- Leave Bank Committee for a maximum of two hundred twenty five (225) hours or the equivalent of thirty (30) work days.
2. Employees may petition for additional days after the original allotment has been used but may request no more than two hundred twenty five (225) hours or the equivalent of thirty (30) work days at a time.
 3. The Committee may require medical documentation from the employee.
 4. The sick leave bank is a mandatory feature of this agreement; all members of the Association who have meet the employment requirement above, are obliged to participate.
 5. Any unused awards will be returned to the sick leave bank.

ARTICLE 31
UNION BUSINESS

- A. The Committee agrees not to discharge or discriminate in any way against employees covered by this agreement for union membership or activities.
- B. Members of the union designated by the Association (not more than two members of the Association at any one time) will, subject to the approval of the Superintendent of Schools, be allowed time off for union business without loss of pay or benefits and without the requirement to make up said loss of time, up to a maximum of seventy (70) hours per year.
- C. All requests under this Article will be submitted in writing to the Superintendent of Schools prior to commencing leave and approval for such leave will not be unreasonably denied.

ARTICLE 32
DURATION OF AGREEMENT

This Agreement shall remain in effect from July 1, 2006 to June 30, 2009 and shall continue from year to year thereafter. If either party wishes to amend, alter, change, or add to this Agreement for the period beginning July 1, 2009, notice thereof shall be given in writing to the other on or before January 1, 2009. This Agreement shall remain in full force and effect until said proposals or revisions have been agreed upon.

It is agreed by both parties that this Agreement shall be in full force and effect up to and including June 30, 2009.

In witness whereof, the parties hereunto set their hands and seals this

_____ Day of _____.


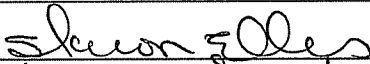
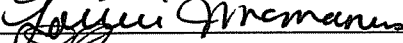
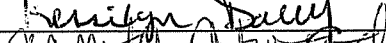
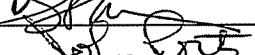
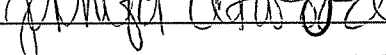
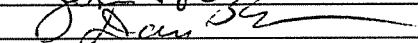
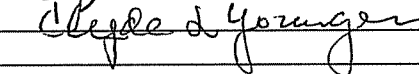
Watertown School Committee	Watertown Educational Administrative Assistants Association

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It is agreed by both parties that this Agreement shall be in full force and effect up to and including June 30, 2009.

In witness whereof, the parties hereunto set their hands and seals this
June 16 Day of 2008.

Watertown School Committee	Watertown Educational Administrative Assistants Association
	
	
	
	
	

APPENDIX A

WATERTOWN PUBLIC SCHOOLS
WATERTOWN, MASSACHUSETTS

PERFORMANCE EVALUATION INSTRUMENT

NAME _____

JOB TITLE _____

SCHOOL _____

EVALUATOR _____

- I. **KNOWLEDGE OF JOB:** (e.g. grasp of the responsibilities, competency in clerical skills, understands and follows directions, exhibits knowledge of all office equipment)

COMMENDATIONS AND RECOMMENDATIONS

- II. **PERFORMANCE OF TASKS:** (e.g. organizational skills, accuracy, efficiency, communication skills, recognizes and implements priorities, dependability - including attendance and punctuality)

COMMENDATIONS AND RECOMMENDATIONS

- III. **INITIATIVE:** (e.g. resourcefulness, performs tasks with minimum supervision, uses time productively and efficiently)

COMMENDATIONS AND RECOMMENDATIONS

IV. **INTERPERSONAL RELATIONSHIPS:** (e.g. relates positively with students, parents, and staff, responds appropriately to suggestions)

COMMENDATIONS AND RECOMMENDATIONS

V. **PROFESSIONAL GROWTH:** (List all courses, workshops, professional meetings, conferences and other staff development activities.)

VI. **REVIEW OF GOALS:** (Write a brief narrative regarding the achievement of goals as described in previous evaluation and listed again below)

VII. **GOALS FOR THE NEXT EVALUATION CYCLE:** (The evaluator,

OVERALL EVALUATION OF PERFORMANCE

_____ Satisfactory performance

_____ Unsatisfactory performance

NOTE TO STAFF MEMBER: This evaluation has been prepared to keep you informed of your supervisor's appraisal of your work performance. Please sign your name to indicate you have read this report. You are urged to provide your own comments.

EMPLOYEE'S COMMENTS:

SIGNATURE OF EVALUATEE _____ DATE _____

SIGNATURE OF EVALUATOR _____ DATE _____

DATE AND DURATION OF CONFERENCE _____

This evaluation has been reviewed by the Director of Personnel:

_____ Date: _____

THE ORIGINAL REPORT IS TO BE FORWARDED TO CENTRAL OFFICE FOR DISTRIBUTION ACCORDING TO THE FOLLOWING PLAN:

- Original Employee's personnel file
- Copy #1 Employee's copy
- Copy #2 Evaluator's copy

APPENDIX B
Salary Scale

Clerical Salary Schedule Fiscal Years 2007-2009

FY 2007	FY 2008	FY 2009
\$ 17.17	\$ 18.02	\$ 18.93
\$ 17.75	\$ 18.64	\$ 19.57
\$ 18.35	\$ 19.27	\$ 20.23
\$ 18.92	\$ 19.87	\$ 20.86
\$ 19.52	\$ 20.50	\$ 21.52
\$ 20.10	\$ 21.11	\$ 22.16
\$ 20.72	\$ 21.75	\$ 22.84
	\$ 22.40	\$ 23.52

Health Insurance

Office Visit	\$15
Emergency Room	\$75
Prescription Drug	\$10 Generic; \$20 (Brand); \$35 (Non-preferred)
In-Patient Co Pay	\$250
Out-Patient Co Pay	\$100

Health Insurance Reimbursement Arrangement (HRA) to cover up to \$350/Individual, \$700/Family for the purpose of reimbursing members for Hospital (In-patient, Out-Patient) Co-Pays

Employee pays 15% of premiums effective July 1, 2007
Employee pays 20% of premiums effective July 1, 2008

APPENDIX C

Family and Medical Leave Act

1. Employee who have completed 12 months and 1250 hours during the 12 month period immediately preceding the FLMA Leave, shall be entitled to twelve (12) weeks of unpaid leave pursuant to the Family and Medical Leave Act. Planned leaves for known situations should be scheduled so as not to disrupt the employer operations. Such leave includes leave for the birth and care of a child (within 12 months of the child's birth) for adoption and care of an adopted child, (within 12 months of the child's adoption), to care for an ill child when medically necessary, to care for an ill member of the employee's family and for serious illness of the employee.
2. The employer will require to use such paid sick, personal and vacation leave, except for maternity leave. The employee may choose to use accrued paid leave for maternity leave but will not be required consistent with Article 21 of the collective bargaining agreement.
3. During the period of said leave, the employer shall continue to provide health insurance benefits at the same rate of contribution.
4. Paid leave benefits as defined in Articles 10 through 13 will continue to accrue while the employee continues to be on paid leave status; benefits will cease to accrue when employee is on unpaid status. If a reduced work schedule is approved for FMLA leave, benefits shall accrue at a proportionately reduced rate.
5. Intermittent or reduced schedule leave will be granted when medically necessary for a total of the same 12-week allowance, subject to paragraph 6 below. In the event of an intermittent leave the employee may be transferred to an alternative position. Such transfer shall not be subject to the grievance procedure.
6. The employee shall provide certification indicating the medical necessity for the leave from a health care provider on the U.S. Department of Labor form WH-380 prior to initiating such leave or, in an emergency, as soon as practicable. Certification will be required for all leave purposes. For legitimate reasons articulated by the employer, the employer may refer the employee to its own health care provider, at the employer's expense, either prior to approval of the leave or during the course of the leave. If a dispute then exists between the employer's and the employee's health care provider, the employer may request a third and binding opinion from a health care provider agreeable to the parties.
7. Whether or not a leave qualifies as FMLA leave will be determined by the statute. Employees returning from leave from their own serious illness will be required to provide medical verification that he/she is fit for duty.
8. Upon return from leave under this provision, the employee shall be reinstated to his/her position or an equivalent position without loss of seniority which he/she had at the time the leave commenced. If the employee is to be restored to an equivalent position, the employee will be advised in advance of taking leave what positions would be "equivalent". Restoration to an equivalent position shall not be grievable.

9. Any person hired to fill a temporary vacancy due to Family and Medical Leave shall be so informed prior to acceptance of such employment. Such temporary employees shall be excluded from the terms of this agreement. However, if the temporary service is longer than twelve (12) weeks, the position will still be temporary but subject to the Collective Bargaining Agreement at the end of the twelfth week.

10. If an employee or his/her health care provider indicates that an employee will be out for reasons which meet the definitions of a "serious health condition" as determined by statute regardless of duration, for personal or family illness, the employer may designate the leave - as FMLA. The employer will then notify the employee of his/her rights and responsibilities under the law or as set forth in this agreement. The method for defining the length of FMLA leave will be on a rolling 12- month period from the date leave is first used. For the purpose of calculating the 12-week leave period, school vacations or any portion thereof shall not be counted as FMLA leave time for 10-month employees unless an employee's individual work schedule had called for it to be worked.

Appendix D – Grievance Form

WATERTOWN PUBLIC SCHOOLS
WATERTOWN, MASSACHUSETTS

GRIEVANCE FORM

TO: _____ DATE: _____

Grievance: (State nature of grievance and articles and sections of the agreement, that have been violated, or the policy or practice that has been violated.)

Relief Sought: (State the relief sought)

- Copies to: 1. Supervisor
2. Grievant
3. Local 888 Grievance Committee

Signed: _____

To be signed by grievant or if a group grievance by at least two members of the class affected.)