
AGREEMENT

between the

MARLBOROUGH SCHOOL COMMITTEE

and the

**MARLBOROUGH SCHOOL ADMINISTRATIVE
OFFICE SUPPORT ASSOCIATION**

July 1, 2021 – June 30, 2024

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PREAMBLE

Agreement made the 8th day of June, 2021 between the Marlborough School Administrative Office Support Association (hereinafter referred to as the Union) and the Marlborough School Committee (hereinafter referred to as the Committee).

ARTICLE I PURPOSE OF AGREEMENT

The purpose of this agreement is to promote good relations between the Committee, the Union and the employees in the basic provisions upon which such relations depend. It is the intent of the both the Committee and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment.

ARTICLE II RECOGNITION

The Committee recognizes the Union as the exclusive bargaining agent for all Administrative/Office Support workers of the Marlborough School Department including the Copy Center Operator, Administrative Assistant for Finance and Administrative Assistants.

ARTICLE III MANAGEMENT RIGHTS

The School Committee reserves to itself the management of the Schools, the right to require reasonable standards; the determination of methods and procedures; the direction of the employees and the reasonable assignment of work; the right to hire; the right to discharge, suspend or discipline for just cause; the right to lay off employees for lack of work; the right to transfer employees; the right to promulgate reasonable rules relating to operations, provided that such rights shall not be exercised in conflict with the specific provisions of this Agreement.

ARTICLE IV SENIORITY

1. Seniority shall accrue on the basis of time worked in the bargaining unit, reported as a total number of years. One seniority list shall be maintained for the Administrative/Office Support Unit.
2. The seniority list shall reflect the employee's date of hire, classification and total number of years worked in the unit.
3. The principle of seniority will be considered in all cases of promotion within the bargaining unit, transfer, or decrease of the work force. Employees will be laid off and recalled according to seniority.

4. The School Committee shall prepare, within sixty (60) days of the date of execution of this Agreement, a list containing the names of all Administrative/Office Support Unit employees, their date of appointment and the total number of years worked in the bargaining unit.

ARTICLE V WORK DAY AND WORK YEAR

1. Notwithstanding any provisions to the contrary, effective July 1, 2016, positions that have, prior to that date, been classified as 10-month positions shall be reclassified as 12-month positions with the applicable benefits and salary. Provided, however, the 10-month positions will not be reclassified unless the incumbent holding the position consents to the reclassification or, after July 1, 2016, the position becomes vacant and the Committee posts and fills said position.
2. Twelve-month employees shall work a 7-hour day, exclusive of a ½ hour unpaid lunch period during the 194-day work year of the ten-month employees. Notwithstanding the foregoing, effective July 1, 2021, the following positions shall have their work day increased to eight (8) hours a day, forty (40) hours a week: Payroll, Special Ed/Finance, and Special Ed/Transportation. Employees holding positions that have been increased to 8 hours/day, 40 hours/week may be assigned to additional duties/tasks, as needed, to support District operations. For the remainder of the year twelve-month employees' shall work a 6 hour day, exclusive of a 1/2 hour unpaid lunch period.
3. Ten-month employees shall work a 7-hour day exclusive of a 1/2 hour unpaid lunch period.
4. The High School main office support staff shall work a 7-hour 45-minute day from 7:00 a.m. to 3:15 p.m., exclusive of a 1/2 hour unpaid lunch period, a 38-hour 45-minute work week. The work year shall be 194 days.
5. Employees will be notified by School Messenger of any weather related cancellations or delays. When there is a two-hour delay (due to weather) in the start of school, bargaining unit employees do not have to report to work until one (1) hour after their normal reporting time, and, for early release (due to weather), employees at schools can leave when the busses clear, and employees at the central office can leave after consultation with a supervisor.
6. If an Administrator requires or approves an employee to work beyond the definitions outlined above, the employee may receive compensatory time (1:1) or compensation based on their applicable hourly rate for all hours worked. If the Administrator and employee cannot agree on the method to apply prior to the work being performed, the employee shall be compensated on the basis of the

applicable hourly rate for all hours worked. Employees may accrue and maintain a maximum of twenty-one (21) hours of compensatory time. For any employee with the maximum accrual of compensatory, any work performed in excess of the regular work hours, shall be compensated on the basis of the applicable hourly rate. Employees will keep track of their compensatory time. Employees may use their accrued compensatory time with the prior approval of their immediate supervisor. No compensatory time may be used in the month of June.

7. The employee and the Principal or Director may, by mutual agreement, extend the work year to meet the needs of the school or program. In the event that he employee is unable to work the extended time, bargaining unit employees shall be offered available work before substitutes are considered.
8. All bargaining unit employees will be entitled to no less than the breaks, during any given work day, that are required by law.
9. Employees are required to continue keeping accurate records of their working hours, and, after impact bargaining the School Committee's decision to introduce a new electronic time clock or similar timekeeping system, employees will keep time records by clocking in and clocking out electronically; provided, however, that an electronic timekeeping system will not be implemented until such time as it is implemented District-wide for other hourly bargaining unit employees.

ARTICLE VI GRIEVANCE AND ARBITRATION

1. A grievance shall be defined as an alleged violation of the terms and/or provisions of this Agreement, or any dispute over the interpretation, meaning, or application of the terms and/or provisions of this Agreement.
2. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances of the employees covered by this Agreement.
3. **Step 1:** The Union Steward and/or the aggrieved employee shall discuss the grievance informally with either the School Principal, if the employee works at a school, or his/her immediate supervisor, if the employee works at the Administrative Offices. Such discussion shall take place within five working days from the date the employee knew or should have known of the event which gave rise to the grievance. The principal or supervisor will have five working days to respond.
4. **Step 2:** If the grievance has not been resolved at Step 1, it shall be submitted in writing to the Superintendent or his designee within five working days following the response. The Superintendent or his designee will hear the grievance within five days of the receipt of the grievance and must respond to the grievance within five working days following the hearing.

5. **Step 3:** Grievances involving the suspension or discharge of an employee will not be heard by the School Committee. Otherwise, if the grievance has not been resolved at Step 2, it shall be submitted in writing to the School Committee, which shall take the matter up at its next regularly scheduled meeting. If the grievance has not been resolved within five working days after the next regularly scheduled School Committee meeting following that at which the grievance was taken up, the Union may submit the grievance to arbitration within ten (10) working days following the date on which the Committee's answer is due or is received.
6. **ARBITRATION:** The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement. Costs of the arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the School Committee and the Union.
7. Where Steps 1 through 3 take place during working hours, the Union Steward and the grievant shall be allowed reasonable time off with pay to attend meetings as required in said steps.
8. The fees and expenses of the arbitrator shall be shared equally by the parties.
9. In any discharge or discipline case, Step 3 shall be omitted and the Union may submit the grievance to arbitration within ten (10) working days following the date on which the Superintendent's response is due or is received.

ARTICLE VII HOLIDAYS

1. Twelve-month employees shall be entitled to the following thirteen and one-half (14.5) paid holidays:

1/2 day before New Years	Labor Day
New Years' Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	1/2 Day before Thanksgiving
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	1/2 Day before Christmas
Independence Day	Christmas Day
- A. When a holiday is observed during an employee's vacation, the day shall be recorded as a paid holiday, not a vacation day.

- B. In the event that Good Friday is reinstated as a holiday in the school calendar, the parties shall meet to negotiate the impact of this decision.
2. Ten-month employees shall be entitled to the following eight (8) paid holidays:
- | | |
|------------------|------------------------|
| Labor Day | Martin Luther King Day |
| Columbus Day | Presidents' Day |
| Veteran's Day | Patriot's Day |
| Thanksgiving Day | Memorial Day |
3. When Christmas or New Year's Day falls on a Saturday, twelve (12)-month employees will be given the preceding Friday off as a paid holiday. One (1) floating holiday will be granted in lieu of the half (1/2) day before Christmas and the half (1/2) day before New Year's Day to be used by January 31st.
4. When Veteran's Day falls on a Saturday, ten (10) and twelve (12) month employees will be granted a floating holiday to be used by January 31st.

ARTICLE VIII GROUP INSURANCE

1. The employer contribution to health insurance premiums shall be no less than 60% of any indemnity plan and 70% of any HMO plan.
2. The employer shall provide employees with a dental insurance plan and will contribute 50% of the dental insurance premium.
3. With regard to plan design, eligible employees shall be given the opportunity to participate in the same group medical, dental, and life insurance programs offered by the City with the same terms and conditions as other City employees.

ARTICLE IX SICK LEAVE

1. Twelve-month employees shall earn 17 days of sick leave on July 1 of each year. Ten-month employees shall earn 14 days of sick leave on July 1 of each year. Notwithstanding the foregoing, new hires will accrue sick leave by the month until the July 1st immediately following their first anniversary. Unused sick leave may be accumulated from year to year.
2. 12-month employees may accrue up to 180 days of sick leave. Effective July 1, 2003, 10-month employees may accrue up to a 150 days of sick leave.

3. Sick leave may be used for personal illness or illness of a member of the immediate family (child, spouse, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law.)
4. Sick leave accrual shall include any sick leave accumulated prior to the effective date of this Agreement, not to exceed the maximum set forth above.
5. The School Committee agrees to the establishment of a sick leave bank for employees covered by this Agreement.
6. For all employees hired before or on June 30, 2007 the following terms will apply: Upon retirement, resignation, or death, employees covered by this Agreement who have completed ten (10) consecutive years of service in the Marlborough Public School System shall receive, in their last paycheck, an amount of money determined in accordance with the following formula: the lump sum shall represent 50% of said employee's unused accumulated sick leave at his or her then daily rate of pay. The maximum buyback shall be \$8,000. Effective July 1, 2022, the maximum buyback shall increase to \$10,000. Effective July 1, 2023, the maximum buyback shall increase to \$12,000. Employees who begin their employment in the Marlborough Public Schools after June 30, 2013 will not be eligible for sick leave buy-back set forth in this paragraph.

In the event of death, the benefits due to an employee under the provisions of this Article shall be paid to the employee's designated beneficiary, as set forth on the Sick Leave Buy Back Beneficiary Form (hereinafter "the Form") completed by the employee and on file with the Human Resources Office with a copy in the employee's payroll personnel file. In the event that an eligible employee does not have a completed Form on file, then the benefits will be paid to the employee's estate, through the personal representative designated by the Probate Court. A copy of the agreed upon Sick leave Buy Back Beneficiary Form is attached to this Agreement as Appendix D.

In cases of retirement or resignation, in order to be eligible for this payment, the employee must provide the Superintendent with written notice by December 31 of the school year in which s/he intends to retire or resign.

Notwithstanding the conditions set forth above, in the event of the catastrophic illness or injury of an employee, or the employee's spouse, who is otherwise entitled to the retirement or resignation benefit hereunder, the December 31 notice requirement set forth above shall be waived.

The term "catastrophic" shall be defined as a non-work related illness or injury, which results in a medically-necessary period of treatment or recuperation in excess of twenty (20) working days under the direction of a qualified physician and during which the individual, at the determination of a qualified physician, was

unable to perform his/her duties and directly leads to the termination of the employee's employment with the School District.

7. Employees of the Marlborough School Department will be able to transfer accrued sick leave benefits upon entering the bargaining unit.
8. **Annual Sick Leave Buy Back:** Employees with at least one (1) year of continuous service shall be eligible for the annual sick leave buy back incentive program. Employees who have not used any sick days in a given fiscal year may purchase up to seven (7) days at the per diem rate of the same fiscal year. Employees who used one sick day in a given fiscal year may purchase up to four days at the per diem rate of that same fiscal year. Employees who have used two sick days in a given fiscal year may purchase up to three days at the per diem rate of that same fiscal year. An eligible employee shall notify the Personnel Department by October 1st of his or her interest in buying back days from the pervious year. Payment will be made on or about December 1st. The days paid shall be deducted from the employee's sick leave accrual. However, the deduction shall not be counted as sick days in computing a subsequent year's eligibility. Those employees who have accumulated the maximum number of sick leave days set forth above may choose either the above annual sick leave buyback or buyback up to five (5) sick leave days annually regardless of the number of days used that year at the discretion of the Superintendent of Schools and said discretion shall not be exercised arbitrarily or capriciously.
9. Office support employees who suffer an accident or injury in connection with their employment, may utilize sick time to make up the difference between workers compensation and their regular salary. Provided, however, that for the first thirty (30) days of absence due to accident or injury in connection with their employment, employees will be paid their full salary, less the amount of any workers compensation award made for such accident or injury, and no part of the employee's absence for said thirty (30) days will be charged to accumulated sick leave.

ARTICLE X LEAVE OF ABSENCE

1. An employee may request the following unpaid leaves of absence:

A. Parenting Leave

Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 139, Section 105D (the Massachusetts Parental Leave Act), may be granted to a unit member for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for

leave under the Family Medical Leave Act ("FMLA") may be granted up to a combined total of twelve (12) weeks leave.

Member taking leave under this provision who has accrued sick leave benefits under Article IX of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

Employees who use leave under this section will have the right to be restored to their position upon return from leave, provided they return promptly at the expiration of their statutory leave.

Employees who use leave under this section will be permitted to use applicable paid leave time concurrently.

B. Other leaves of absence, which shall be granted at the discretion of the School Committee; "Other Leave" shall include time off for performance of Union duties by employees selected as officers or delegates of the Union, as well as leave for personal reasons. Permission for such leave shall not be unreasonably withheld.

2. Personal Leave Day. All members of the bargaining unit covered by this Agreement shall be allowed four (4) days personal leave with pay (not deducted from accumulative sick leave) to observe religious holidays and/or to attend to personal, legal, business, or household matters that conducted during work hours. Such personal days shall be granted according to the following guidelines:

A. Written notice must be presented to the employee's designated supervisor three days prior to the date the personal leave day is to be taken.

B. Personal leave days shall require no explanation. The members of the bargaining unit shall, however, state in writing that the leave is to be taken for important personal business not of a recreational nature, and that such business cannot be conducted on a non-duty day.

C. In emergency situations, written request for a personal leave day may be submitted after the fact, but said request must be consistent with the provisions of Paragraph B above. Members of the bargaining unit will assume the responsibility of notifying the proper authority at the earliest possible time of the absence.

- D. Personal leave days shall not be taken to extend vacation or holidays except upon written request with the reasons for the request and with the prior express approval of the immediate supervisor; provided however, that in the case of religious holidays, the prior approval may be granted by the immediate supervisor.
- E. Up to three (3) unused personal days may be carried over as sick leave days.

ARTICLE XI VACATION

1. Twelve month employees shall be entitled to paid vacation as follows:

In the first year of employment, ie, prior to completing one (1) full year of employment, an employee will accrue vacation at the rate of one day per month not to exceed ten (10) days, i.e. two (2) weeks per year.

On each July 1 following the employee's first anniversary, paid vacation time shall be awarded according to the following schedule:

Two (2) weeks of vacation after completion of years 1 through 4;
Three (3) weeks of vacation after completion of years 5 through 9;
Four (4) weeks of vacation after completion of years 10 through 18;
Five (5) weeks of vacation after completion of 19 years of service.

2. Any employee currently receiving vacation benefits in excess of those set forth above shall continue to receive such benefits for the duration of his/her employment with the system.
3. In the event that a ten-month employee becomes a twelve-month employee, vacation benefits shall be computed on the basis of years worked and shall be useable immediately; provided, however, that in the period prior to reaching the first July 1 as a twelve-month employee, such employee will be entitled to a prorated amount of vacation time, which will be calculated based on the number of months between the date of appointment as a twelve-month employee and June 30. If the date of appointment is on or before the 15th day of the month, the employee will be credited for that month, and if the date of appointment is after the 15th of the month, the employee will be credited starting with the first day of the calendar month immediately following his/her appointment as a twelve-month employee. For example, an employee who is appointed to a twelve-month position on August 8, would be awarded 11/12ths of the appropriate amount of vacation time based on her total years of employment.

4. All requests for earned vacation days must be approved in advance in writing by the employee's designated supervisor in order to allow for adequate office coverage at all times.
5. Effective July 1, 2018 the vacation period starts July 1 each year. The amount of vacation time each employee is entitled to at that time depends upon the amount of previous employment in the system on or before June 30th each year. For example, an employee who, as of June 30, 2019, has completed at least one (1) year of employment in the system shall be awarded two (2) weeks of paid vacation on July 1, 2019; an employee who has completed at least five (5) years of employment in the system shall be awarded three (3) weeks of paid vacation on July 1, 2019; an employee who, as of June 30, 2019, has completed at least ten (10) years of employment in the system shall be awarded four (4) weeks of paid vacation on July 1, 2019; and an employee who, as of June 30, 2019, has completed at least nineteen (19) years of employment in the system shall be awarded five (5) weeks of paid vacation on July 1, 2019.
6. Vacations cannot be taken until vacation had been earned. Vacation time not used within the vacation period can be carried over to the next vacation period. In no case can the amount of vacation time carried over to the next vacation period exceed the time earned for the new period.
7. An employee with five (5) or more years of service in the school district may buy back up to two (2) weeks of unused vacation time annually, provided that they give written notice to the Superintendent no later than the end of February. The buy back will be payable in the first pay period in the December following such notice.

ARTICLE XII BEREAVEMENT LEAVE

1. Five (5) days, if necessary, shall be allowed for parents (or others who have fulfilled the function of parents), brother, sister, spouse, significant other/partner, or child. For grandparents, grandchild, mother-in-law, father-in-law the leave would be restricted to three (3) days unless they reside in the household of the employee in which case five (5) days would be granted. For aunt, uncle, niece, nephew, brother-in-law and sister-in-law the leave would be restricted to two (2) days. Bereavement leave is defined as consecutive business days immediately following the death not to be carried over a school recess period. During the December, February and April school recess periods, the leave shall begin immediately upon the death. In extenuating circumstances, additional time may be requested and may be granted at the discretion of the Superintendent.
2. In any one (1) year, one (1) day of absence for a funeral may be granted. In this connection, a funeral shall be interpreted to mean attendance at the funeral of a

relative or friend where the bond is so strong that attendance constitutes a moral obligation.

ARTICLE XIII JURY DUTY and COURT APPEARANCES

1. If an employee is called for jury duty or is subpoenaed as a witness in a work-related or District matter, the Committee shall pay the difference between the employee's regular pay and the amount received for each duty.
2. In the event a court appearance for a work-related matter is scheduled during a school recess or a day school is not in session, the employee will make every effort to reschedule said court appearance for a regularly scheduled work day. In the event that it is not possible to reschedule said court appearance the bargaining unit member will receive a compensatory day off to be scheduled at a mutually agreeable time with his/her administrator. An employee is responsible for notifying Human Resources within 48 hours of when they receive a subpoena related to Marlborough Public Schools business or students.

ARTICLE XIV BULLETIN BOARDS, VACANCIES, PROMOTION, TRANSFERS

1. **Bulletin Boards:** The Union will provide bulletin board space in each building where bargaining unit employees work for the purpose of posting notices of Union meetings and other Union activities as well as other material pertaining to the Administrative/Office Support bargaining unit.
2. **Vacancies:** Notices of vacancies occurring in the bargaining unit will be posted for a period of five (5) days on designated bulletin boards in each building where bargaining unit members are employed. During the months of July and August written notices of such vacancies will be given to the Union by email. Such notices shall specify the job classification, location, qualifications, deadline for applications, and the rate of compensation if determined.
3. **Promotions:** All qualified clerks will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the educational background and attainments of all applicants, the length of time each has been in the School System and such other relevant factors as determined by the Committee. In filling such vacancies, preference should be given to qualified clerks already employed by the Committee, and each clerk applicant not selected will, upon request, receive an explanation from the Superintendent or designee.
4. **Transfers:** When a bargaining unit position is vacated and/or created, existing unit members will be given the opportunity to bid for the transfer into such an

opening prior to advertising such positions outside of the bargaining unit. Each applicant, not selected, will, upon request, receive a written explanation from the principal outlining the reasons for denying the transfer.

ARTICLE XV EDUCATION

1. Employees covered by this Agreement who submit evidence to the Superintendent that he/she has been awarded a Certificate from an accredited institution will be granted an annual payment of \$250, those who submit evidence that they have been awarded an Associate's degree will be granted an annual payment of \$500; those who submit evidence that they have been awarded a Bachelor's degree will be awarded an annual payment of \$1,000. Effective July 1, 2008, the payments under Article XV, Section 1 shall be increased by the following amounts: Certificate \$50; Associates \$100; and Bachelors \$200.
2. Each year the School District will reimburse employees up to \$400.00 per course with a District-wide cap for all eligible employees. The District-wide cap for reimbursement in the first year of the Agreement will be \$35,000. The District-wide cap for course reimbursement shall be \$70,000 per year.

ARTICLE XVI PERSONNEL RECORDS

Employees shall be permitted to inspect any reports in their personnel records. The employee's written response to any report shall be attached to the report and included in the employee's personnel file.

ARTICLE XVII NONDISCRIMINATION

Neither the Union nor the Committee shall discriminate against any employee on the basis of non-membership in the Union or on the basis of any of the protected classifications under Massachusetts General Laws, Chapter 151B.

ARTICLE XVIII SEPARABILITY CLAUSE

If any provisions of this Agreement are found by a court of competent jurisdiction to be contrary to law, then, in such event said provisions shall be void and the parties hereto agree that they will meet to renegotiate the affected provisions.

**ARTICLE XIX
PAYROLL DEDUCTION OF DUES**

1. All present employees who are members of the Union must, as a condition of employment, remain a member of the Union for the term of the Agreement. During the life of this Agreement, in accordance with terms of the form of authorization of check-off of dues, hereinafter set forth, the employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union, from the pay of each Union employee who executes or has executed such form, and remit the aggregate amount to the Treasurer of the Union along with a list of Union employee who have had said dues deducted. Such remittance shall be paid biweekly.
2. Each employee, who elects not to join or maintain membership in the Union, may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and remit the aggregate amount to the Treasurer of the Union along with a list of agency fee members who are having said dues deducted. Such remittance shall be made bi-weekly.
3. The Union shall indemnify and save or hold the School Committee harmless against all claims, demands, suits or other form of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article, or by compliance with provision of this Article.

**ARTICLE XX
SALARIES**

See Appendix A

Effective July 1, 2021	General Increase	0% on Steps 1-9 0.75%on Steps 10-20
Effective to July 1, 2022	General Increase	2%
Effective July 1, 2023	General Increase	2%

Effective July 1, 2008, amend the salary schedules for both the 10-month and 12-month employees by adding a step 20, which shall provide for a salary 1.5% higher than step 15 within the same fiscal year. Effective July 1, 2008, amend the salary schedule for the administrative assistant position by adding a step 10, which shall provide for a salary 1.5% higher than step 5.

With July 1, 2009-June 30, 2012 contract, the Salary Schedules for 10- and 12-month employees are modified to simplify them so that there will be only one step for each increase in remuneration for a total of 8 steps. It is agreed that the steps will adhere to the following schedule: Step 1 at hiring, step 2 on July 1 of first year, step 3 on July 1 of second year, step 4

on July 1 of third year, step 5 on July 1 of fourth year, step 6 on July 1 of ninth year, step 7 on July 1 of fourteenth year, and step 8 on July 1 of nineteenth year.

The Superintendent or her designee shall give written notice to all affected bargaining unit employees no later than the May 1st immediately preceding any fiscal year in which there will be twenty-seven (27) pay periods. Each affected employee may opt to take their compensation in such fiscal year in twenty-seven (27) pay checks by providing written notice of their preference to the Superintendent by no later than May 30th. Failure to opt in writing by May 30th shall result in the employee being paid in twenty-six (26) pay periods (or 21 if the employee has previously so opted).

Effective July 1, 2018 through June 30, 2020, the Superintendent shall have the discretion to place a new hire on Steps 1 - 4 of the salary schedule, as s/he deems appropriate. After initial placement, provided the employee has worked at least six (6) months in a given year, the employee shall advance a step each July 1 of this Agreement.

ARTICLE XXI PERFORMANCE EVALUATION

1. Purpose: The purpose of this evaluation is to recognize outstanding performance, assist in identifying areas in which improvement must be sought, and provide a means of pursuing excellence for all District Office Support Personnel, hereby referred to as 'the Association.'

The aim is to strengthen the Association's understanding of their role and expectations for that role by the District through a system of supportive accountability. To support staff self-determination by accurately assessing strengths and weaknesses and by identifying ways to support employee growth through targeted professional development.

2. Procedure: Effective July 1, 2013, a formal, written evaluation will be completed annually by a Primary Evaluator. The Evaluator will be identified by the Friday after July 4 for 12 month employees and by the Friday after Labor Day for 10 month employees. Primary Evaluators shall include the Superintendent, Assistant Superintendent, Directors, Principals, or Assistant Principals.

The final written evaluation will be completed by the Primary Evaluator using the *MSAOSA Evaluation Summary Form*. (See Appendix B.) Evaluators are expected to gather evidence in as many ways as possible to make a judgment on the performance of the member of the Association against the Indicators of each Standard. Employees are encouraged to provide Evaluators with any evidence that they would like their Evaluator to consider in support of fulfilling the Indicators in each Standard.

Four performance Standards will be evaluated:

- a. Knowledge of the Job
- b. Performance of the Job

- c. Customer Service/Work Attitude
- d. Professional Development

Each performance Standard will be evaluated using the following ratings:

- a. Unsatisfactory
- b. Needs Improvement
- c. Proficient
- d. Exemplary

Specific Indicators for each Standard are found in the rubrics. (See Appendix C).

3. Initiation of Evaluation: A formal evaluation will initiate the need for both the Evaluator and the employee to be familiar with the criteria and procedures to be used. The evaluation will encompass a yearlong process of observation and culminate in the completion of the written evaluation. The employee is encouraged to speak with the Primary Evaluator at any time about the evaluation process.

4. Goal Setting: Using the Rubrics associated with the 4 Standards, the employee will fashion an annual goal (August 15 for 12 month employees; October 15 for 10 month employees) with Proficiency as the target. The goal should be specific and measureable and agreed upon by both the Primary Evaluator and the employee.

5. Ratings: The Primary Evaluator will identify those specific Indicators that fall below 'Proficient.' The Primary Evaluator will offer recommendations and will identify strategies for improvement on the *MSAOSA Evaluation Summary Form* when performance is evaluated as a 'Needs Improvement' or 'Unsatisfactory' in any performance area.

Two or more overall ratings of 'Unsatisfactory' will initiate the creation of an Improvement Plan that is mutually agreed upon by the Primary Evaluator and employee. There will be one overall rating for each standard. Representation by the Association shall be provided if requested by the employee. The Improvement Plan will be in place for a minimum of one (1) school year. Upon completion of the plan period, there are two possible outcomes:

A. The employee fulfills the requirements of the plan and is removed from the Improvement Plan.

B. The employee does not make any substantial progress in the requirements of the Improvement Plan. A 3-month targeted plan will be developed that focuses on 'Unsatisfactory' Standards and Indicators. If no growth is documented, the employee will be dismissed.

6. Timeline: The timeline for evaluation shall be established as follows: An employee who is on an Improvement Plan will meet with the Primary Evaluator mid-cycle to assess progress toward goal attainment.

Any employee or Evaluator may request a mid-cycle conference regardless of status. The parties agree that, generally speaking, "mid-cycle" shall mean some time between December 15 and February 15 of each year.

The Primary Evaluator will meet with the employee to review the final evaluation by no later than June 15 of each year. The evaluation will be signed by both the Primary Evaluator and the employee. The employee's signature does not mean that he/she agrees with the content of the evaluation. The employee may attach a written statement to the evaluation within twenty (20) working days of receipt of the evaluation.

7. Confidentiality: Evaluations shall be confidential between the Primary Evaluator and the employee being evaluated. All original copies of evaluation documents will be placed in the employee's personnel file.

8. Joint Standing Committee on Evaluation Procedure: There shall be established a Joint Standing Committee on Evaluation Procedure to be comprised of three (3) members appointed by each party (total six (6)) to meet every six (6) weeks, unless the Standing Committee determines otherwise, commencing no later than September 30, 2013. The Standing Committee will meet for the purpose of discussing and reviewing the implementation and administration of the evaluation procedure and developing, as it deems necessary, recommendations for additions or modifications to the negotiated evaluation procedure to present in the context of a negotiation session between the parties' appointed bargaining representatives. Each party shall appoint at least one bargaining representative to serve on the Standing Committee.

9. Grievances: Nothing contained in this Article shall be deemed as a waiver or limitation of the right to grieve under this Agreement.

10. New Employees: Notwithstanding the foregoing provisions of this Article, employees new to the District who are hired to bargaining unit positions will be considered probationary employees for the first ninety (90) calendar days of employment. Such probationary employees will receive a written narrative evaluation prior to and no later than the conclusion of the probationary period. If their performance is unsatisfactory, they will be dismissed and such dismissal shall not be subject to the grievance or arbitration provisions of this Agreement.

Following the completion of the probationary period, the evaluation of their performance will take place under the provisions of Section 2, above. For new employees, the goal setting will take place after they have completed their probationary period.

ARTICLE XXII SICK LEAVE BANK

1. A Sick Leave Bank will maintained for utilization for qualified members whose sick leave accumulation is exhausted through illness or accident and who require additional leave to make full recovery from an illness or accident.
2. The Sick Leave Bank shall be governed by a Sick Leave Bank Committee consisting of three (3) members designated by the Association, two (2) members designated by the Committee and the Superintendent of Schools. The decision of the Sick Leave Bank Committee will be final and binding. In the event of a tie

vote, the decision will be in favor of the applicant. Decisions of the Sick Leave Bank Committee shall be made within fifteen (15) school days next following receipt of application. Meetings of the Sick Leave Bank Committee will be held after school at a mutually agreeable time.

3. To qualify for membership in the Bank it is necessary to have a threshold figure of eleven (11) days accumulated sick leave for ten-month employees, and fourteen (14) days accumulated sick leave for twelve-month employees. July 1 of each year is the deadline for the accumulation of the threshold figure.
4. The Bank will receive one sick leave day each year from eligible members until more than five hundred (500) days are accumulated. After more than five hundred (500) days have been accumulated only new members will donate to the Bank in each succeeding year. However, when the number of acquired days in the Bank drops below five hundred (500), all other members will donate a day a year to replenish the Bank. Any member of this Association who has reached the maximum accrual under Article IX, Section 2, may elect to donate up to ten (10) accrued sick leave days to the bank. (It is understood that the foregoing optional donation would be in addition to the one (1) day that all members would be assessed in the event that the total in the bank drops below 500). Each donating member must notify the Superintendent of Schools in writing on or before June 30th as to the number of days being donated to the Bank from the excess accumulation.
5. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for days and the anticipated extent of extended recovery time for illness. The Sick Leave Bank Committee reserves the right to request the applicant provide additional information or clarify his/her request. The doctor's certificate of illness must be renewed each calendar month.
6. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
7. An extended leave grant, drawn from the Bank, is limited to one hundred ninety-four (194) days for ten-month employees or two hundred forty-eight (248) days for twelve-month employees, (the equivalent of one working year), depending upon the contractual category of the member involved, for any one illness. The maximum limitations include repeat occurrences of the same illness.
8. Subject to the foregoing requirement, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

A. In administering the Bank and determining the amount of leave, the following criteria shall be applied by the Committee:

- a) medical evidence of serious extended illness;
- b) prior utilization of eligible sick leave;
- c) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

B. No Days may be withdrawn from the Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family nor may these days be used for a normal pregnancy.

- 9. Recipients of Sick Leave Bank benefits shall be entitled to the accumulation of individual sick leave in accordance with the provision of the Collective Bargaining Agreement and on the same basis as other employees.
- 10. The unused days in the Sick Leave Bank shall be carried over from the current Agreement to a successor Agreement.
- 11. By August 1 of each year, the Union will receive a report stating the number of days that were in the Sick Leave Bank as of the June 30 immediately preceding.

ARTICLE XXIII LONGEVITY

Effective July 1, 2018, bargaining unit employees shall receive a longevity payment to be made on or about July 1, based upon completed consecutive years of service as of that date, based on the following formula:

Years of Service	FY19	FY20	FY21
5 Years	\$350	\$400	\$450
10 Years	\$600	\$650	\$700
15 Years	\$700	\$750	\$800
20 Years	\$800	\$850	\$900
25 Years	\$900	\$1000	\$1050

ARTICLE XXIV NO STRIKE CLAUSE

- 1. The Union, for the duration of this Agreement, agrees not to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services.
- 2. The School Committee agrees not to lock out employees during the term of this Agreement.

**ARTICLE XXV
TRAINING DAYS**

Ten-month employees may be required to attend up to two (2) days of training per year in the last week of each summer before ten-month employees return to work. Employees shall be compensated for any such training days in money or compensatory time by mutual agreement.

**ARTICLE XXVI
DURATION**

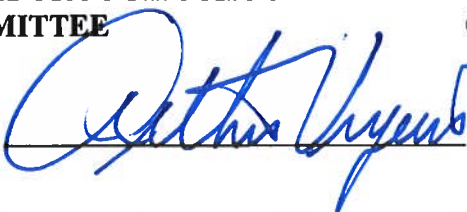
This Agreement shall become effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024 and thereafter from year to year unless terminated by notice in writing given by either party hereto to the other not less than sixty (60) days prior to the expiration of the above stated period, or prior to the expiration of any subsequent contract year during the existence of this Agreement.

This Agreement may be amended at any time by mutual agreement of the parties expressed in writing and annexed hereto.

IN WITNESS WHEREOF the parties to this Agreement set their hands and seals by their duly authorized agents 7 day of December, 2021.

**MARLBOROUGH SCHOOL
COMMITTEE**

BY: _____



**MARLBOROUGH SCHOOL ADMINISTRATIVE
OFFICE SUPPORT ASSOCIATION**

BY: _____




EXHIBIT A

MSAOSA SALARY SCALE

Steps	0% on 1-9 .75% on 10-20	2%	2%
	FY22	FY23	FY24
1	\$23.57	\$24.04	\$24.52
2	\$24.07	\$24.55	\$25.04
3	\$24.86	\$25.36	\$25.86
4	\$26.41	\$26.94	\$27.48
5	\$26.90	\$27.44	\$27.99
6	\$26.90	\$27.44	\$27.99
7	\$26.90	\$27.44	\$27.99
8	\$26.90	\$27.44	\$27.99
9	\$26.90	\$27.44	\$27.99
10	\$27.41	\$27.96	\$28.52
11	\$27.41	\$27.96	\$28.52
12	\$27.41	\$27.96	\$28.52
13	\$27.41	\$27.96	\$28.52
14	\$27.41	\$27.96	\$28.52
15	\$27.72	\$28.28	\$28.85
16	\$27.72	\$28.28	\$28.85
17	\$27.72	\$28.28	\$28.85
18	\$27.72	\$28.28	\$28.85
19	\$27.72	\$28.28	\$28.85
20	\$29.54	\$30.13	\$30.73

MSAOSA EVALUATION SUMMARY FORM

Annual Goal of Employee:

Evaluator's Judgment of Fulfillment of Goal:

Overall Status Rating as Based on the Standards:

Standard I: Knowledge of the Job

☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

Standard II: Performance of the Job

☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

Standard III: Customer Service/Work Attitude

☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

Standard IV: Professional Development

☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

☐ Recommendations and strategies in the following Indicators that fall below 'Proficient':

☐ Recommendation of an Improvement Plan is based on a rating of 'Unsatisfactory' in the following two Standards:

☐ Evidence of this Judgment:

☐ Primary Evaluator Overall Comments:

Primary Evaluator Signature

Date

Employee Signature

Date

My signature does not necessarily imply agreement with the substance of this evaluation but rather indicates that the evaluation has been received and read. I understand that within twenty (20) working days I may attach a signed written statement of my own.

Standard I: Knowledge of the Job. *The professional demonstrates a grasp of the responsibilities of the job and demonstrates the skills and knowledge necessary to meet the job requirements.*

Indicators	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1 – 1. Demonstrates grasp of the responsibilities of the job	Demonstrates none or little of the specific skills and knowledge necessary to do the job as outlined in the job description.	Demonstrates some specific skills and knowledge necessary to do the job as outlined in the job description.	Consistently demonstrates specific skills and knowledge necessary to do the job as outlined in the job description.	Consistently demonstrates a firm grasp of the specific skills and knowledge necessary to do the job as outlined in the job description. Often exhibits skills beyond those of the job description demonstrating and training others in these skills.
1 – 2. Performs job requirements without assistance	Demonstrates no or little evidence of possessing content knowledge to meet the job requirements and often needs technical assistance from others.	Demonstrates some evidence of possessing content knowledge to successfully meet the job requirements with minimal assistance.	Consistently displays evidence of possessing sufficient content knowledge to successfully meet the job requirements without assistance and provides technical assistance to others as required.	Consistently displays evidence of possessing advanced content knowledge to successfully meet the job requirements without assistance. Frequently provides assistance, technical or otherwise, to others beyond what is required.

Standard II: Performance of the Job. *The professional demonstrates the ability to be thorough and to meet deadlines, to produce high quality work, to accomplish targeted goals, and to work independently.*

Indicators	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II – 1. Produces work in a timely manner	Has difficulty performing duties and responsibilities in a timely manner, often misses deadlines, and does not adjust timelines when necessary nor notify affected personnel.	Frequently performs duties and responsibilities reliably and in a timely manner but does not adjust timelines when necessary nor notify affected personnel.	Consistently performs duties and responsibilities reliably and in a timely manner and revises timelines when necessary and notifies affected personnel.	Consistently performs duties and responsibilities in a timely manner, with deadlines met, and models a productive and efficient work environment, often assisting others in their deadlines.
II – 2. Produces quality work	Regularly makes errors and produces work that is not thorough or neat.	Frequently makes errors producing work that is not thorough, neat, or accurate, resulting in errors of data integrity.	Consistently produces work that is thorough, neat, and accurate, with a high level of data integrity.	Consistently fulfills all professional responsibilities of quality of work to high standards and is able to model this element.
II – 3. Accomplishes targeted goals	Is often unable to make use of planning skills to accomplish short and long term goals and reacts negatively to factors that get in the way of targeted goals.	Frequently overwhelmed by tasks associated with the responsibilities of the assigned role and has trouble judging the importance of the order in which to proceed.	Consistently plans, prioritizes, and organizes both short and long term goals while recognizing 'emergencies' separate from targeted goals.	Consistently demonstrates strong organizational and prioritizing skills, dealing well with the balance between 'emergencies' and targeted goals, and often assists others in their realization of goals.
II – 4. Works independently	Is overwhelmed by tasks associated with the responsibilities of the assigned role and does not demonstrate the ability to work without immediate supervision.	Is confident in job skills but frequently needs supervision to complete tasks.	Consistently exhibits confidence in job skills and demonstrates the ability to work without immediate supervision.	Consistently exhibits a strong sense of confidence in job skills, works independently, and assists others in completing the tasks to improve the work environment.

Standard III: Customer Service/Work Attitude. *The professional relates with students, parents, and staff, exhibits dependability and responsibility, displays a positive attitude, is enthusiastic and cooperative, is enterprising, productive and resourceful, and communicates effectively.*

Indicators	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III – 1. Is enterprising and resourceful	Rarely contributes input or expertise to daily tasks or projects. Is resistant to change.	May participate in routine tasks, sometimes contributes input or expertise to these tasks or work related projects. Has trouble adapting to changes in the work environment.	Consistently contributes relevant input and expertise in facilitating daily job responsibilities and short and long-term projects. Consistently flexible in ability to adjust to the work environment.	Consistently contributes ideas, input, and expertise that are critical to improvement efforts and is able to model this element.
III – 2. Communicates effectively	Does not regularly express thoughts and ideas both verbally and in written format in an effective manner. Does not share information as necessary with appropriate supervisors and co-workers both inside and outside of the work unit through established channels of communication.	Frequently expresses thoughts and ideas both verbally and in written format in an effective manner. Does not always share information as necessary with appropriate supervisors and co-workers both inside and outside of the work unit through established channels of communication.	Consistently expresses thoughts and ideas both verbally and in written format in an effective manner. Shares information as necessary with appropriate supervisors and co-workers both inside and outside of the work unit through established channels of communication.	Communicates extremely effectively both verbally and in written format. Consistently shares information appropriately with supervisors and co-workers at all levels through established channels of communication and is able to model this element.
III - 3. Exhibits dependability and responsibility	Regularly misses or is late to work site, misses deadlines, and is frequently absent. Establishes no or low expectations around quality of work.	Frequently misses or is late to work site and has demonstrated a pattern of regular absences. Frequently misses deadlines and may establish inappropriately low expectations for quality of work or effort.	Consistently fulfills professional responsibilities, is consistently punctual and reliable and is rarely late or absent. Demonstrates perseverance and effort and allots time required to complete all tasks and projects.	Consistently fulfills all professional responsibilities to high standards. Sets high expectations for self, produces high quality work, and models this use of time and effort for others.

Indicators	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>III – 4. Displays a positive attitude and is enthusiastic and cooperative</p>	<p>Regularly displays a poor attitude, appears disinterested in the students, parents and staff; must be prompted by another to fulfill obligations of the assigned role.</p>	<p>Frequently displays a poor attitude and/or appears disinterested in the students, parents and staff; must sometimes be prompted by another to fulfill the obligations of the assigned role.</p>	<p>Consistently displays a positive attitude, appears generally interested in the students, parents and staff; willingly fulfills the obligations of the assigned role.</p>	<p>Consistently is positive, enthusiastic, and cooperative in relations with students, parents and staff. Is an active participant in improving the general environment and is able to model this element.</p>
<p>III – 5. Relates with students, parents, and staff</p>	<p>Regularly displays poor judgment in relations with students, parents, and /or staff and discloses confidential student and/or staff information inappropriately.</p>	<p>Frequently demonstrates questionable judgment in relations with students, parents, and/or staff and inadvertently shares confidential student and/or staff information.</p>	<p>Consistently demonstrates sound judgment and acts appropriately to protect student and /or staff confidentiality, rights, and safety.</p>	<p>Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness in relations with students, parents, and/or staff. Protects student and/or staff confidentiality and is able to model this element.</p>

Standard IV: Professional Development. The professional welcomes opportunity for professional development*

Indicators	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV – 1. Welcomes opportunity for professional development	Attends and employs few, if any, professional development and learning opportunities that have been provided in order to improve practice and skills. Applies little or no new learning to practice.	Rarely attends and employs professional development activities that have been provided. Inconsistently or inappropriately applies new learning to improve practice.	Consistently attends and employs professional development and learning opportunities that have been provided in order to improve practice and build expertise of self and others.	Consistently applies ideas for improving practice from supervisors, colleagues, and professional development activities that have been provided. Often seeks out other resources in order to gain expertise and is willing and able to share this knowledge.

*Standard IV will be assessed when a formal professional development opportunity is designed and implemented.

Appendix D

MARLBOROUGH PUBLIC SCHOOLS
SICK LEAVE BUY BACK BENEFICIARY FORM

With respect to any Sick Leave Buy Back amount payable under Article IX, Section 6 of the Marlborough School Administrators Association Collective Bargaining Agreement by reason of my death, I hereby designate the following individual as my beneficiary:

PRIMARY BENEFICIARY

Name: _____

Address: _____

Telephone: _____

CONTINGENT BENEFICIARY:

In the event the above listed Primary Beneficiary is not living at the time of my death, I hereby elect the following Contingent Beneficiary:

Name: _____

Address: _____

Telephone: _____

Executed by the undersigned this _____ day of _____, 20_____.

Employee Signature: _____

Employee Printed Name: _____