

*Agreement Between*

*Wachusett Regional School District*

*and*

*AFSCME, Council 93, Local 2885 – Clerical  
Employees*

*JULY 1, 2017 – JUNE 30, 2019*

*Wachusett Regional School District  
and  
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**PREAMBLE**

This Agreement is entered into by the Wachusett Regional School District, hereinafter referred to as the Employer, and Local 2885, Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

**ARTICLE 1  
RECOGNITION**

The Employer recognizes the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO hereinafter called the Union, is the exclusive representative of all full time and regular part time clerical personnel for the Wachusett Regional School District, including office aides, the senior bookkeeper/payroll clerk, senior account clerk, account clerk, secretaries, data entry clerks, administrative assistants to the principals, and excluding the secretary to the superintendent, the secretary to the Director of Administrative Services, principal bookkeeper, and junior executive assistants in the Central Office, managerial and confidential employees, and all other school employees as described in MCRE-2035, dated April 3, 1996, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

For the purposes of this Agreement, the Employer is the Wachusett Regional School District and its designated agents shall include the Superintendent of Schools or designee

**ARTICLE 2  
UNION RIGHTS AND RESPONSIBILITIES**

**A. Union Dues Deduction:**

The Employer agrees that during the life of this Agreement, in accordance with the provisions of Chapter 180, Section 17(a) of the General Laws of Massachusetts, it will authorize the District to deduct Union membership dues from the pay of those employees who have voluntarily submitted a written authorization in the form included in the Appendix to the Agreement.

The Employer further agrees to remit the aggregate amount to the Union along with a list of employees who have had said dues deducted.

**B. Discrimination and Coercion:**

There shall be no discrimination by the Employer against any employee because of his/her membership or non-membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement.

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**C. Union Representatives:**

A written list of the Union steward and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

**D. Labor-Management Meetings:**

The Union shall designate a standing committee of three employees covered by this Agreement, to meet with the Superintendent or designee from time to time, but not to exceed once a quarter, at the request of either party. Such meetings shall be held at the convenience of both parties, if possible within ten (10) working days from the date upon which such request is received.

**E. Access to Premises:**

The Employer agrees, with the approval of the superintendent or designee, to permit representatives of the AFL-CIO, Council 93, Local 2885, to enter the premises at reasonable times for individual discussions of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, or the educational purposes of the Wachusett Regional School District.

**F. Agency Service Fee:**

In accordance with Chapter 1078 of the Acts of 1973 (M.G.L., c.150E, s. 17G), effective July 1, 1988, all employees in the bargaining unit who are not members of the Union in good standing and who have been employed for thirty (30) days or more, shall pay to the Union, as a condition of employment, an agency service fee to defray the costs of collective bargaining and contract administration.

All employees who have been employed for thirty (30) days or more shall be required to pay the agency fee as a condition of employment, provided such employees choose not to become members of the Union.

The employer agrees to deduct monthly from the pay of each non-Union member in the bargaining unit who properly authorizes such deduction, all agency service fees, which are owed to the Union.

The amount of the agency fees shall be an amount equal to the current costs of collective bargaining and contract administration, not to exceed period union dues.

The Union agrees to indemnify and defend the employer for any financial liability, which the employer may incur in complying with this article.

The agency service fee shall be deducted from employees and transmitted to the Union in the same manner as Union dues.

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**ARTICLE 3  
MANAGEMENT RIGHTS**

The Employer retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this Agreement. Such rights will not be used for the purpose of discrimination against any employee whether or not a member of the Union. Nothing in this Agreement will prohibit the Employer from contracting for services outside of the bargaining unit. All the functions, powers, rights, and duties which the Employer has not specifically abridged, delegated, granted, or modified by this Agreement are recognized by the Union as being retained by the Employer. Notwithstanding any language to the contrary, the District retains the sole and exclusive right to determine the supervisory chain of command for members of the Union. Any change to such chain of command shall be communicated, in writing, to the Union in a reasonable amount of time prior to the change becoming effective. The use of the district's discretion, where applicable, shall not be subject to the grievance and arbitration procedure detailed in this Agreement.

**ARTICLE 4  
NO STRIKE - NO LOCKOUT**

There shall be no strikes, work stoppages, interruptions or impeding of work, or disruption of the normal quality of work. No employee or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in such activities.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, interruption or impeding of work, or disruption of the normal quality of work, the Union shall, forthwith, publicly disavow any such action(s) and shall refuse to recognize any picket line established in connection therewith.

Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate such activity and return to work forthwith. Any strike, work stoppage, interruption or impeding of work or disruption of the normal quality of work shall be grounds for dismissal of any individual participating therein.

The Employer agrees that there will be no lockout of employees.

**ARTICLE 5  
JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place in each building, listing the pay, duties, shifts, and necessary qualifications. This notice shall remain posted for at least seven (7) workdays. Interested employees shall apply in writing within the posting period. The Employer will award the position to the applicant who is the most qualified to fill the requirement of the job, as determined by the District.

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A successful applicant shall be given a sixty-day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period, the Employer determines that the employee is not qualified to perform the work of the new position, he/she shall be returned to his/her previous position and rate of pay, if possible, or an equivalent position and rate of pay.

It is mutually agreed between the parties that if, in the sole and exclusive discretion of the Employer, the exercise of such discretion is not subject to the grievance and arbitration procedure contained herein, no applicant is acceptable, the Employer may fill the position from outside the bargaining unit.

No employee in a probationary period may exercise seniority for job bidding purposes.

**ARTICLE 6  
GRIEVANCE PROCEDURE**

**A. Purpose:**

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues, which may arise from time to time with respect to the provisions of this Agreement.

A member of the Association who feels aggrieved shall attempt to resolve the issue through administrative channels before following the grievance procedure outlined below.

**B. Definitions:**

1. A **grievance** is a claim that a specific provision of this *Agreement* has been misapplied or misinterpreted.
2. An **aggrieved person** is the member or members of the association making the claim.
3. A **party in interest** is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or its resolution.
4. The term **days** means work days.
5. Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section(s) of the *Agreement* that is being or has been misapplied or misinterpreted, the nature of such misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission that is subject of the grievance.

**C. Informal Procedure:**

A member of the association with a grievance shall have the right to discuss it with his/her immediate supervisor, accompanied by one member of the Association if he/she chooses, with the objective of resolving the matter informally.

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**D. Formal Procedure:**

***Level One:***

If the aggrieved person is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to his/her immediate supervisor accompanied by one member of the Association. Such grievance shall be in writing and conform to the requirements of filing detailed in paragraph 5 of section B of this Article, as outlined above. The supervisor shall have five (5) days from the date of the grievance presentation to render a decision.

***Level Two:***

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to a Clerical Grievance Resolution Committee (hereinafter referred to as the Cl.G.R.C.). Such appeal must be filed within ten (10) school days after the written decision was due at Level One. Said Cl.G.R.C. shall meet within ten (10) school days after the grievance is referred to Level Two.

The Cl.G.R.C. shall consist of three (3) full time bargaining unit members chosen by the Association and three (3) members of the District's Administrative Cabinet selected by the Superintendent, no two members on either side shall be from the same work location and/or department. Whenever possible, no representative from either side should be from the same work location. The nonvoting co-conveners of the Cl.G.R.C. shall be the President of the Association and the Superintendent or their designees.

The Cl.G.R.C. shall investigate the grievance and attempt to achieve a resolution. Decisions of the Cl.G.R.C. shall be by agreement of four (4) or more members of the Cl.G.R.C. voting by secret ballot. Decisions of the Cl.G.R.C. shall be final and binding upon all parties for that particular grievance on a no precedent basis. The Cl.G.R.C. is not confined to accepting or rejecting the requested remedy of the grievant(s). The Cl.G.R.C. may determine by majority vote of its members a mediated settlement to the grievance, which would be binding, but not precedent setting on all parties.

***Level Three:***

If the grievance is not resolved at Level One or no decision is rendered at Level Two, or if no decision is rendered within the time prescribed above, the aggrieved person may forward his/her grievance within five days of which a decision was due at Level One to the Superintendent of Schools or the date on which a decision was due at Level Two. The Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance within ten days after the grievance was forwarded to Level Three. The aggrieved person may be represented by one member of the Association. The Superintendent or his/her designee shall have ten (10) days to render a decision on the grievance.

***Level Four:***

If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the hearing at Level Three, the aggrieved person may request the Association to submit his/her grievance to arbitration; provided, however, that such request shall be in writing and shall be made within five days

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of the date on which a decision at Level Three was due. Within fifteen (15) days of receiving the request, the Association shall decide whether to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of notification, the District and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time specified, the matter shall be referred to the American Arbitration Association to be arbitrated in accordance with their current rules. The decision of the arbitrator shall be final and binding. If possible, the arbitrator's decision shall be submitted within thirty (30) days from the date the hearing is completed. The costs of the arbitrator shall be shared equally by the District and the Association, including per diem expense, if any, and actual and necessary travel and subsistence expenses. The arbitrator's award shall be in writing and shall set forth findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any part of this *Agreement*.

**E. Miscellaneous:**

1. The District and the Association agree that these proceedings shall be kept as informal and confidential as possible.
2. By mutual agreement, the parties may extend any of the time limits delineated in this Article.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered as acceptance by the aggrieved person of the decision rendered, and such decision shall thereafter be binding upon the association.
4. Forms for filing and processing grievances shall be the standard A.F.S.C.M.E., Council 93 grievance report form.
5. All decisions required by the formal procedure outlined above shall be in writing setting forth the decision and the reason therefore.
6. The aggrieved person(s) shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
7. The parties may utilize the services of a bona fide professional consultant at Levels Two and Three of this procedure.

**ARTICLE 7  
OTHER LEAVES**

Each employee shall be entitled to up to three (3) days of personal leave, with prior approval of the Superintendent or designee, at full pay each year for the purposes of conducting personal business which must be conducted during regular work hours. A request must be made to the Superintendent or designee at least forty-eight (48) hours in advance of the day on which the leave is to be taken. One of the personal

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days does not require a reason for the leave. In cases of emergency, this requirement may be waived. If an employee has utilized his/her three (3) personal days and has a unique situation that would require further personal days, he/she may make a petition, through the Union, to the Superintendent for an extension of personal days beyond the three (3) day allotment.

Bargaining unit members' unused personal days shall be converted to unused sick days and added to the members' total sick day accrual at the end of the school year.

In the event of the death of a member of an employee's immediate family (e.g., husband, wife, parent, mother-in-law, father-in-law, son, daughter, brother, brother-in-law, sister, sister-in-law, step-child, grandparent or grandchild) the employee will be allowed to take his/her personal days listed above. The first five bereavement days are at full pay.

Employees will be granted one (1) day at full pay on the death of an aunt, uncle, niece, nephew who lives at an address other than the employee's.

**ARTICLE 8  
PROBATION PERIOD**

The first ninety (90) working days of service after initial appointment shall be considered to be the probation period. An employee whose service during his/her probation period is not satisfactory may be dismissed from service. Such dismissal shall not be subject to the grievance and arbitration procedures of this agreement. Nothing in this article will preclude the district from dismissing an employee at any time during the ninety (90) day probationary period.

**ARTICLE 9  
DISCHARGE AND DISCIPLINE**

Disciplinary actions for non-probationary permanent employees shall include, but not be limited to the following measures: verbal reprimand, written reprimand, demotion, suspension, and discharge for good cause. Good cause shall be defined as any ground which is put forward by the employer in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the employer's task of building up and maintaining an efficient school system. The employer shall determine the severity of the discipline in any given instance. The parties recognize that there are actions or inactions that require more severe discipline in the first instance.

In the event an employee is demoted, suspended, or discharged, the employee shall be given a written statement of the reasons therefore at the time of or prior to the effective date of such demotion, suspension, or discharge.

Any disciplinary action involving demotion, suspension, or discharge may be made the subject of a grievance, provided the grievance is submitted within five (5) working days of the effective date of such demotion, suspension, discharge, or knowledge thereof. Such grievances shall be processed in accordance with the grievance and arbitration procedure contained herein, except that they shall begin at level 3.



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**ARTICLE 10  
SENIORITY**

Seniority shall be considered the length of an employee's continuous service in the Wachusett Regional School District and its predecessor(s). Approved leaves of absence, disability, or layoff shall not be considered a break in service, but the period of such absence shall not be counted in determining continuous service. Continuous service means full time and uninterrupted service with the Employer as determined by the Employer's personnel records. Seniority shall be prorated for less than full time/full year work.

Seniority, within classification, shall govern in cases of layoff, recall from layoff, or decrease of the work force. Seniority shall be a consideration, within building, when determining shift work, days off, and vacation periods. The district retains the authority to make such assignments based upon district needs.

In cases of appointment, promotion, transfer, or increase of the work force, the Employer shall decide based on its best judgment as to the applicant's ability to fill the requirements of the job.

Seniority shall be forfeited under any of the following conditions:

1. If the employee quits, resigns, or retires
2. If the employee is discharged
3. If the employee fails to report to work at the end of a leave of absence
4. If the employee fails to return when recalled under the provisions of this Article.
5. If the employee is absent without notification for seventy-two (72) hours will be terminated with no recourse against the district and/or the Union.

**ARTICLE 11  
REDUCTION IN FORCE**

It is recognized that it is within the sole discretion of the School Committee and the Superintendent to reduce the staff, if necessary, because of a decrease in enrollment, a decrease in revenues, or for any other reason sufficient under the General Laws of this Commonwealth. Any implementation of reduction in force not in accordance with these procedures may be subject to grievance, arbitration, or bargaining at the election of the Association. The District reserves the right to make reductions according to level. The reduction shall be accomplished as follows:

**A. Order of Reduction**

1. Length of Service shall be an employee's length of uninterrupted service in the Wachusett Regional School District. Length of service will be pro-rated for less than full time employment.
2. Authorized leaves of absence shall not be considered interruption of service for the purposes of this Article only.

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3. In the event two or more members have equal length of service, the date of the appointment letter from the District shall be the determining factor.
4. Reduction in force shall be determined by length of service, as defined in the sections above.
5. In the event of a reduction in force, the member would have the option to bump the least senior member in a lower level.

**B. Notification**

The Superintendent shall provide written notice to the Union and notification by certified mail at the address of record to the employee(s) to be affected by reduction in force, providing reasons therefore, no less than ten (10) working days prior to the date of layoff.

**C. Recall**

1. Any employee laid off pursuant to this article shall have the rights to any position for which (s)he is qualified for a period of two (2) years. Such recalled employees shall be placed on the salary schedule at no lower level than (s)he would have attained in the year following lay off and with continued seniority. Further, the recalled employee shall be granted any benefits (s)he had accrued up to the point of his/her termination.
2. The Superintendent shall notify, by certified mail to his/her last address of record, that (s)he is being recalled. If a laid off member fails to notify the Superintendent within fifteen (15) days from the date of mailing (s)he shall forfeit recall rights.

**ARTICLE 12  
HOURS OF WORK AND WORK YEAR**

The normal work week shall consist of five (5) days between Monday and Friday.

The normal work day shall consist of at least seven (7) hours with the district option of scheduling a work day of up to eight (8) hours. All full-time employees' work schedules may provide for a thirty-minute unpaid lunch period within a twenty-four hour period. All full-time employees at the Central Office may have a one (1) hour unpaid lunch period within a twenty-four hour period. Employees shall be eligible for and may elect either a fifteen (15) minute rest period during each four (4) hour shift or one twenty (20) minute rest period per shift. Such election must be made, each year, on the first work day of the work year (e.g., July 1 for full-year employee and no later than September 1 for less than full-year employees). The lunch period and rest period(s) shall be scheduled when feasible, at the discretion of the district. Each employee shall be scheduled to work a shift with regular starting and quitting times. The regular starting and quitting times shall be determined at the beginning of each school year. If the educational and/or operational needs of the Employer require, these times may be altered. The Employer will make every reasonable effort to provide notice of such change prior to its implementation.

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Overtime pay shall be computed at the rate of time and one-half for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. Overtime work on Saturdays and Sundays shall be paid at a rate of time and one-half for all hours worked.

Any employee called back to work after he/she has completed his/her assigned work shift and left his/her place of employment, and before his/her next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall for a minimum of two (2) hours at time and one-half.

In the event that an employee has reported to work on a scheduled work day and at a scheduled work time and is unexpectedly sent home early or the normal work time is unexpectedly delayed or canceled and the employee is prevented, by district direction, from reporting to work on time (except as a suspension or other discipline), the employee shall be paid for all scheduled hours.

Employees working in the position of office assistant, data entry clerk, and receptionist shall work a minimum of 181 days each work year. Employees working in the position of school secretary and secretary I shall work a minimum of 200 days each work year or 260 days, as the position requires. Employees working in the position of accounting clerk/secretary, senior secretary, and senior accounting clerk/secretary shall work a minimum of 260 days each work year.

**ARTICLE 13  
ANNUAL EVALUATION/PERSONNEL FILES**

All members of the bargaining unit shall be evaluated annually using a form established and designated by the employer for use for the evaluation.

A copy of any written statement or report which is of a critical or unsatisfactory nature concerning an employee made by a member of the employer's administrative team which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the supervisor shall file with the statement or report to the employee the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he/she is available thereafter.

No action shall be taken by the employer based solely on such statement or report unless it appears in the file in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related report. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual(s).

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Employees may review the contents of their personnel files upon written request to the Superintendent or designee, twenty-four (24) hours in advance.

No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material by affixing his/her signature within a reasonable time to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent of designee and attached to the file copy.

**ARTICLE 14  
HOLIDAYS**

The following days shall be considered to be paid holidays for all full-year employees:

New Years Day, Martin Luther King Day, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day

The following days shall be considered to be paid holidays for all school-year employees:

New Years Day, Martin Luther King Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day

Payment for a holiday shall be made only if the eligible employee shall have worked on his/her last regularly scheduled day prior to such holiday and on his/her regularly scheduled day following the holiday, or the employee is on approved paid status. Holidays will be paid based upon regularly scheduled workdays.

Holiday pay shall be based on the normally scheduled number of daily hours worked by the employee at his/her straight time rate. If a holiday occurs within any employee's vacation period, he/she shall receive one (1) additional vacation day.

Any employee required to work on a holiday shall receive, in addition to his/her regular pay, an amount equal to one and one-half (1 1/2) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours at the one and one-half (1 1/2) times his/her regular rate.

Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. Should a holiday fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Any full-year employee, employed as of July 1, 1996, who had holidays in addition to those included in this Article, shall retain the monetary value of said holidays. Therefore, as said holidays

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occur, the employee is expected to work such days, but will receive an amount of holiday pay equal to the holiday pay calculation included in this Article.

Any less than full-year employee, employed as of July 1, 1996, who received paid holidays, shall continue to receive paid holidays until he/she terminates service to the district or changes positions within the district.

All employees who were not employed as of July 1, 1996, are subject to the provisions provided above.

**ARTICLE 15  
VACATION**

The following vacation article applies to all full-year employees only. Any less than full-year employee, employed as of July 1, 1996, who received paid vacation, shall continue to receive paid vacation until he/she terminates service to the district or changes status within the District.

The vacation year shall be the period July 1 - June 30. Each employee, upon initial employment and prior to July 1 during their first year of employment shall be credited with five-sixths (5/6) a day of vacation pay, and then shall be credited with vacation leave as follows:

- 2 weeks - after one (1) year of continuous employment
- 3 weeks - after five (5) years of continuous employment
- 4 weeks - after ten (10) years of continuous employment
- 5 weeks - after fifteen (15) years of continuous employment

On July 1<sup>st</sup> of the 1st, 5th, 10th, and 15th anniversary, employees shall receive this extra week to be used in that fiscal year.

If termination occurs prior to June 30th, the vacation award will be prorated for that year, based upon the proportion of time actually worked by the Member. If any excess vacation days have already been used, the Member will compensate the District for them.

Full-year Employees who accrue vacation time under this contract, may carry forward up to five accrued vacation days each into the following contract year.

An employee who wishes to carry forward up to five days of accrued vacation leave shall make a written notification to the Superintendent of Schools. Such request must be made on or before the first day of the last month of the contract year. The carryover vacation shall be the first vacation days used in the next fiscal year.

Vacation schedules for employees covered by the Agreement shall be established by mutual agreement between the Employer and the employee, where possible. The final determination of vacation schedules rests with the Employer. The Employer reserves the right to close the District for periods of time on an annual basis during which time employees shall use his/her vacation time unless otherwise

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provided for by the Employer prior to such shutdown. Such closures will be made only after notice is given to effected employees.

Members of the bargaining unit who transfer from a ten-month position in the District to a twelve-month position will be credited with time worked for vacation eligibility on a pro-rata basis based upon the number of months worked in the ten-month position.

**ARTICLE 16  
SICK LEAVE**

All full-time full year employees shall earn sick leave in the amount 15 days per year; all leave will be credited in hours. All less than full year employees shall earn sick leave as follows:

Work year 180-185 days per year	10 days per year
Work year 186-194 days per year	11 days per year
Work year 195+ days per year	12 days per year

Such leave shall be credited on a monthly basis in the appropriate hourly rate.

An employee, who must be absent on account of sickness or injury, shall notify his/her supervisor as early as possible before the starting time of his/her shift on each day of absence.

Sick leave shall begin on the day notification of the illness is given by the employee, his family, or his physician.

An employee shall be credited with the unused portion of sick leave granted above up to a maximum of 180 days. Any employee whose accumulated sick leave exceeds 180 days may retain his/her accrued time. However, if he/she uses such accrued time and the total accrual falls below 180 days, the employee may only accrue up to 180 days of sick leave. Such credit may only be used for sick leave in case of sickness or injury. An employee who has exhausted his/her accumulated sick leave, and vacation, may make application, in writing, for additional allowance of sick leave. Such additional allowance with or without pay may be authorized by the Superintendent or designee, in his/her sole and exclusive discretion. Additional allowance approved by the Superintendent or designee shall be at the rate of \$6.00 per hour. Accumulated leave prior to July 1, 1996 shall be credited to the employee.

The Superintendent or designee may require a medical examination of any employee claiming leave under this Article provided that the employee has had five (5) or more days of absence non-consecutive in any contract year. Such examination would be at the expense of the Employer by a physician selected by it.

The Employer shall provide annual notification of remaining sick leave to each employee covered by this Agreement.

In the case of absence due to an industrial accident, the employer agrees to allow the employee to make up the difference between regular take home pay and the amount received from workers'

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compensation. The amount of such difference shall be charged against the employee's accrued sick leave. If no sick leave is available, the employee may not recover any difference in pay.

For illness of a member of the member's immediate family, which necessitates the member's absence from school, up to ten (10) days per year may be charged to the member's personal sick leave.

**ARTICLE 17  
MILITARY LEAVE**

An employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference between compensation regarding official government records, and his/her regular compensation; provided that seventeen (17) days in any twelve (12) month period, and shall not include payment to members of the Armed Forces Reserve or the National Guard who may be mobilized during an emergency.

**ARTICLE 18  
LEAVES OF ABSENCE**

Leaves of absence without pay may be granted at the discretion of the Superintendent or designee. Such leave of absence will not break service, but shall not be counted in seniority. Previously accumulated sick leave credits shall be restored to employees returning from approved leaves of absence. During the period of such leave, the employee shall not continue to accumulate leave benefits and shall be responsible for the full payment of his/her insurance coverage.

**ARTICLE 19  
JURY DUTY**

In accordance with Chapter 234A of the Massachusetts General Laws, any employee required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

**ARTICLE 20  
COMPENSATION FOR TRAVEL**

Employee using their personal vehicles for authorized school business, that has received prior approval, shall be reimbursed at a rate commensurate with the rate approved by the Internal Revenue Service for reimbursement.

**ARTICLE 21  
PROFESSIONAL DEVELOPMENT**

If the district requires additional or special training of any member of the Union, the district shall pay all associated costs for such training, unless it relates to required corrective action taken as a result of non-performance.

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**ARTICLE 22  
BULLETIN BOARDS AND ANNOUNCEMENTS**

Bulletin boards and announcements shall be posted in a conspicuous place in each building. Both parties to this Agreement may use the bulletin board for notices of a routine nature. Both parties agree it would be improper to post denunciatory, inflammatory written material on such bulletin boards.

**ARTICLE 23  
PARENTAL LEAVE**

A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for a parental leave, as described in the sections below of this article, if the member of the bargaining unit provides to the Superintendent or his/her designee written notice at two (2) weeks in advance of the expected departure date and of the intention to return to the employment in the system.

1. Parental Leave, Pursuant to MGL Chapter 149, Section 105D each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purposes of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.
  - a. Accumulated sick leave may be applied to those days during the parental leave period for which the female's attending physician certifies that she is disabled and unable to work
  - b. In cases of miscarriage or stillbirth, the employee may return earlier than originally intended by so notifying the Superintendent or his/her designee.

**ARTICLE 24  
FAMILY AND MEDICAL LEAVE/SMALL NECESSITIES LEAVE**

Up to twelve (12) weeks of leave may be granted to eligible employee for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act of 1993, and the Wachusett Regional School District FMLA policy and procedure.

Up to twenty-four (24) hours of leave may be granted to eligible employees for purposes in accordance with the Small Necessities Leave Act and the Wachusett Regional School District policy and procedure on same. FMLA leave and Small Necessities Leave may be the same and there shall be no additional leave if either is utilized.

The benefit period for these leaves shall be a rolling one-year period that begins with the individual's first use of such leave and runs for twelve (12) months thereafter.

Employees may retain any personal leave and up to one (1) week of vacation from any required exhaustion of benefits prior to going on unpaid leave.



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**ARTICLE 25  
LONGEVITY**

Members who have completed their tenth year of continuous employment with the District shall receive a longevity stipend of \$.50 per hour, effective July 1, 2017.

Members who have completed their fifteenth year of continuous employment with the District shall receive a longevity stipend of \$.60 per hour, effective July 1, 2017.

Members who have completed their twentieth year of continuous employment with the District shall receive a longevity stipend of \$.75 per hour, effective July 1, 2017.

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**ARTICLE 26  
WAGES**

FY18	1%				
Step	Level I	Level II	Level III	Level IIIA	Level IV
1	\$13.19	\$17.70	\$18.95	\$20.59	\$22.24
2	\$13.60	\$18.13	\$19.37	\$21.21	\$23.06
3	\$14.02	\$18.52	\$19.76	\$21.83	\$23.87
4	\$14.41	\$18.95	\$20.19	\$22.44	\$24.70
5	\$14.83	\$19.33	\$20.60	\$23.05	\$25.53
6	\$15.24	\$19.75	\$21.02	\$23.66	\$26.35
7	\$15.65	\$20.16	\$21.44	\$24.17	\$27.19
8	\$15.96	\$20.56	\$21.87	\$24.66	\$27.60
9	\$16.20	\$20.87	\$22.20	\$25.02	\$28.02

FY19	2%				
Step	Level I	Level II	Level III	Level IIIA	Level IV
1	\$13.45	\$18.05	\$19.33	\$21.00	\$22.68
2	\$13.87	\$18.49	\$19.76	\$21.63	\$23.52
3	\$14.30	\$18.89	\$20.16	\$22.27	\$24.35
4	\$14.70	\$19.33	\$20.59	\$22.89	\$25.19
5	\$15.13	\$19.72	\$21.01	\$23.51	\$26.04
6	\$15.54	\$20.15	\$21.44	\$24.13	\$26.88
7	\$15.96	\$20.56	\$21.87	\$24.65	\$27.73
8	\$16.28	\$20.97	\$22.31	\$25.15	\$28.15
9	\$16.52	\$21.29	\$22.64	\$25.52	\$28.58

Level I includes the job titles of Office Assistant/Aide.

Level II includes the job titles of Secretary I.

Level III includes the job titles of full year including: Special Education Secretary, Guidance and High School Secretary and school year Upper and Lower House Secretary

Level III-A includes the job titles of Principal's School Secretary.

Level IV includes the job titles of Senior Secretary, Senior Accounting Clerk/Secretary, Accounting Clerk/Secretary, and Purchasing Clerk.

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**ARTICLE 27  
RETIREMENT BENEFIT**

Upon retirement, all members of the bargaining unit shall receive credit for unused sick leave, and shall be paid \$10 per day for all unused sick days in excess of 80 to a maximum of \$1,000.

Retiree group health benefits shall conform to the existing PEC agreement.

**ARTICLE 28  
INSURANCE**

Health, dental, Disability (long-term) and vision insurance shall be provided by the District in conformance with the existing PEC agreement.

**ARTICLE 29  
DURATION**

This Agreement shall become effective July 1, 2017 and shall continue in full force and effect until June 30, 2019. Thereafter, it shall automatically renew itself in one year terms unless either party shall notify the other, in writing, of intention to negotiate a successor Agreement by October 1 of the year preceding termination. Following such notification, the parties shall meet and shall continue to make themselves available at convenient times and places for the purpose of negotiating a successor Agreement.

**ARTICLE 30  
COPIES OF CONTRACT**

The employer shall provide each unit member with a copy of this agreement and three (3) copies to the exclusive representative. Additionally, the District agrees to provide a copy of the agreement on disk to the Union.

**ARTICLE 31  
SEPARABILITY AND SAVINGS**

If any provision of this *Agreement* shall be found to be contrary to law, then said provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to administrative discretion and collective bargaining. All other provisions of the *Agreement* shall continue in effect.

**ARTICLE 32  
ADVISORY COMMITTEE ON CONTRACT LANGUAGE**

The Wachusett Regional School District and the Union shall establish a study committee for the purpose of revising and updating all job descriptions. This Committee shall be charged with developing recommendations for changes in classifications and level adjustments of titles and/or incumbents, as appropriate. Implementations of the recommendations shall be subject to future negotiations.

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**ARTICLE 33  
LEAVE FOR UNION PRESIDENT**

The Union President will receive a leave of absence without pay subject to at least two weeks' advance notice for one week per fiscal year to permit the President to attend the annual training.

**ARTICLE 34  
RECLASSIFICATION PROCEDURE**

If an employee believes his/her position should be reclassified, he/she may petition for reclassification of his/her position in accordance with the following procedure:

**Step 1** - The employee shall submit his/her request for reclassification in writing to his/her Principal, stating the grounds on which he/she bases his/her request.

**Step 2** - Within fifteen (15) working days of receipt of the request, the Principal shall forward the request and his/her recommendations to the Superintendent. A copy of the Principal's recommendations shall be furnished to the employee.

**Step 3** - Within fifteen (15) working days of receipt of the employee's request and the Principal's recommendation, the Superintendent shall schedule a conference with the employee and the Union.

**Step 4** - If the Superintendent does not consider the employee's request or does not recommend the requested reclassification within thirty (30) working days following the date of the scheduled conference, the Superintendent shall furnish the employee and the Union a statement, in writing, setting forth the specific reason or reasons for the refusal. By mutual agreement this time limit may be extended. The Superintendent's decision is final and not subject to appeal.

**Step 5** - To comply with review of the annual budget, such request shall be submitted so as to be considered at the same time as the annual budget.

Step 1 above shall be initiated not later than January 15. Any employee who requests reclassification consideration and is denied shall wait to resubmit their request for a minimum of 2 (two) years. Additionally, any employee whose position has been reclassified shall not be able to request reclassification of their current position for a minimum of 5 (five) years from the date of the upgrade.

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**ARTICLE 35**

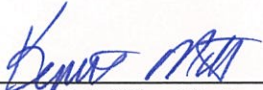
**COMPLETE AGREEMENT**

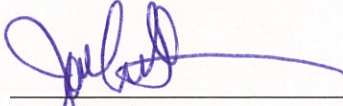
This contract represents the entire agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date.


IN WITNESS WHEREOF, we affix our signature this \_\_\_\_\_ day of March 2018.

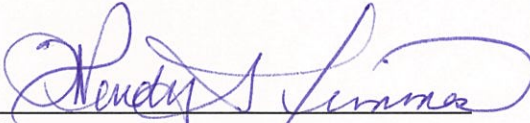
**Wachusett Regional School District:**

**AFSCME, Council 93**

  
\_\_\_\_\_  
Kenneth Mills, Chair  
Wachusett Regional School District Committee  
Date: 3/12/18

  
\_\_\_\_\_  
Joel Bernier  
President, AFSCME, Council 93, Local 2885  
Date: 3/16/18

  
\_\_\_\_\_  
Darryll McCall, Ed.D.  
Superintendent of Schools  
Date: 3/12/18

  
\_\_\_\_\_  
Representative  
AFSCME Council 93  
Date: 3/16/18