

AGREEMENT BETWEEN
THE
TEWKSBURY SCHOOL COMMITTEE
AND
AFSCME COUNCIL 93, LOCAL 1703
(SCHOOL SECRETARIES)

JULY 1, 2021 - JUNE 30, 2024



ARTICLE	SUBJECT	PAGE
I	INTENT AND PURPOSE	3
II	RECOGNITION	3
III	NO DISCRIMINATION	4
IV	RIGHTS OF THE COMMITTEE	4
V	GRIEVANCE PROCEDURE	5
VI	ARBITRATION	7
VII	CONTINUITY OF EMPLOYMENT	7
VIII	SENIORITY	8
IX	VACANCIES AND TRANSFERS	8
X	HOURS OF WORK/OVERTIME	9
XI	HOLIDAYS	13
XII	VACATIONS	14
XIII	JURY DURY	15
XIV	CONFERENCES	15
XV	BEREAVEMENT LEAVE	16
XVI	PERSONAL LEAVE	16
XVII	SICK LEAVE	17
XVIII	LONGEVITY	18
XIX	RETIREMENT COMPENSATION	19
XX	TUITION REIMPURSEMENT	20
XXI	HEALTH INSURANCE	21
XXII	UNION MEMBERSHIP DUES DEDUCTION	21
XXIII	INTENTIONALLY OMITTED	22
XXIV	SEPARABILITY AND SAVINGS	22
xxv	HEALTH, SAFETY AND SECURITY	22
XXVI	CORI CHECKS/ FINGERPRINTING	22
XXVII	LABOR MANAGEMENT MEETINGS	23
XXVIII	DURATION	24
	SIGNATURE PAGE	24
SALARY SCHEDULE	12 MONTHS	25
SALARY SCHEDULE	10 MONTHS	26
Appendix C	PAYROLL DEDUCTION AUTHORIZATION	27

AGREEMENT

This Agreement entered into this 26th day January of 2023 between the School Committee of the Town of Tewksbury, Massachusetts, hereinafter referred to as the "Committee" and the Tewksbury School Secretaries Union, hereinafter referred to as the "Union".

ARTICLE I INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Union, to provide for the operation of our buildings under methods which will further, to the fullest extent possible, the safety, welfare and health of the school children of the Town of Tewksbury under conditions which will insure uniformity of conditions of employment, economy of operation, quality and quantity of performance.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the facilities; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system of the Town of Tewksbury. In seeking to achieve these goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II RECOGNITION

SECTION 1. Subject to any applicable provisions of state or federal law or regulations now or hereafter in effect, the Committee recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours and terms and conditions of employment for all full-time secretarial bargaining Unit members, as defined as follows:

Bargaining unit members: Ten and twelve month bargaining unit members presently working in various school building offices of the Tewksbury Public Schools.

But excluding the:

1. Executive Secretaries
2. Financial Clerk in the Central Office
3. Clerk in the Central Office
4. Database financial Secretary
5. All other employees of the Tewksbury School System.

SECTION 2. The Committee will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Union or changing any conditions contained in this Agreement.



SECTION 3. This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of the Agreement only.

No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Union any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized representatives.

All regulations and rules of the Committee dealing with the members of the bargaining unit which are not in direct conflict specific provisions of this Agreement are incorporated herein by reference. Copies of such rules and subsequent amendments thereto will be provided to the Union when printed.

SECTION 4. All official correspondence from the Union shall be answered by the School Committee or its designated representative.

ARTICLE III
NO DISCRIMINATION

SECTION 1. There shall be no discrimination, interference, restraint or coercion by the Committee, or the Union, or the respective agents of the Union, or against any bargaining unit member because of membership or non-membership in the Union.

SECTION 2. The Union agrees to represent all employees covered in this unit without regard to membership or participation in, or association with the activities of the Union, or any other employee organization, and to continue to admit said persons to membership without qualification, other than the payment of periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any bargaining unit member because of race, creed, color, sex or age.

ARTICLE IV
RIGHTS OF THE COMMITTEE

SECTION 1. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Tewksbury in the Committee for the quality of education in, and the efficient and economical operation of, the Tewksbury School System, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law in managing the School Department and directing the working force, and may exercise the same at its discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to classify, promote, demote, transfer permanently or temporarily; to determine hours for and number of bargaining unit members required at any location; to determine the qualifications and competence of, to evaluate the performance of, to assign any added, lessened or differed work or responsibility to, to set standards and requirements applicable to and make determination of the steps and eligibility for any in-step wage increases for, to make any pay deduction because of absence, or failure to perform work by any bargaining unit member covered by this Agreement; and to introduce new or to change existing operational methods.

The above rights are reserved exclusively and solely as prerogatives of the Committee subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1. For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Union and/or any bargaining unit member involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

SECTION 2. A grievance must be presented within five (5) workdays of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits, and conditions set forth below in this Article:

1. The bargaining unit member, with a steward or representative if he/she so desires, shall take up the grievance or dispute in writing to the principal or immediate supervisor of the bargaining unit member within ten (10) workdays of the occurrence giving rise to the grievance. The principal or immediate supervisor of the bargaining unit member shall attempt to adjust the matter and shall respond in writing within ten (10) workdays. If the grievance is not satisfactorily settled at this step, it may be:
2. Appealed in writing, by the bargaining unit member, to the Business Manager within ten (10) workdays after the principal's or immediate supervisor's response is due. If the Business Manager determines that a meeting is needed, he/she shall decide whether the meeting shall be held during the working hours or not. The Business Manager shall respond in within ten (10) workdays. If the grievance is not satisfactorily settled at this step, it may be:
3. Appealed in writing within ten (10) workdays after receipt of the written answer of the Business Manager, by the bargaining unit member to the Superintendent of Schools. The Superintendent shall respond in writing within fifteen (15) workdays, If the matter is not settled to the satisfaction of the bargaining unit member, he/she may appeal in writing within ten (10) workdays after receipt of the Superintendent's reply to the Committee. The Committee or its designated representative and the bargaining unit member or the Union, and if the bargaining unit member or the Union elects, counsel and/or authorized representative of the Union shall meet to discuss the grievance as promptly as possible,

normally within fourteen (14) workdays, at a time designated by the chairman of the School Committee.

If any person or persons are to represent or appear with the bargaining unit member at this meeting, the School Committee will be informed in prior to five (5) workdays before the meeting of the names and titles of such persons. The School Committee or its designated representatives shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within fifteen (15) workdays following the conclusion of the meeting. If both the Superintendent and School Committee appoint a designee under this Section, it shall not be the same person for both steps. If no satisfactory settlement of the grievance is made, it may be appealed by either party to arbitration by written notice of such intention to appeal within ten (10) workdays after the receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VI.

SECTION 3. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

At Step 2 and each step thereafter, the Union be notified of all meetings and have a right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provision of this Agreement.

SECTION 4. No reprisals of any kind will be taken by the Committee or any member of the Administration against any party in interest or any participant in the grievance procedure by reason of such participation.

SECTION 5. The Union recognizes the authority and responsibility of the Principal or Immediate Supervisor, the Business Manager, the Superintendent and the Committee for reprimanding or disciplining a bargaining member for delinquency of performance. No bargaining unit member shall be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any step increase without just cause. Any contention that the Committee has acted in an arbitrary or discriminatory manner in taking any such disciplinary action as set forth above may be raised as a grievance.

SECTION 6. All grievances shall be handled during non-working hours and time involved therein shall not be paid for unless the Committee or its designee elects to hold such meeting during working hours, in which event bargaining unit members involved shall be compensated for all regularly scheduled hours lost as a result of such meeting.



ARTICLE VI
ARBITRATION

SECTION 1. In the event either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator who is a member of the Massachusetts Bar. If they fail to agree upon an impartial arbitrator within seven (7) days, the parties, or either of them, shall submit the grievance to the American Arbitration Union for disposition in accordance with the rules of the said American Arbitration Union.

SECTION 2. Each party shall bear the expense of its representatives, participants, and witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation that the Committee can legally undertake in that connection.

In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this agreement. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

SECTION 3, Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only the interpretation and application of an alleged specific and direct violation of the express language of a specific provision of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

SECTION 4. Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any bargaining unit member or bargaining unit members affected thereby.

SECTION 5. The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE VII
CONTINUITY OF EMPLOYMENT

SECTION 1. The Union agrees that no bargaining unit member shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sit down, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Committee's premises, or any other direct or indirect interference, concerted or otherwise, with the Committee's operations. The Committee agrees not to conduct a lockout.

SECTION 2. The Committee may impose disciplinary action, including discharge, upon any and all of the bargaining unit members involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures hereunder except as to the question of whether or not the bargaining unit members who were disciplined in fact engaged in, induced or encouraged such conduct.

SECTION 3. The Committee also retains the right to recover from the Union or any officers, agents, or members thereof, either through legal procedures as provided by law, or through the grievance and arbitration procedures established by this Agreement, or both, such damages as it may suffer by reason of violation of this Article, except that no person (including the Union) shall be liable if he or she did not engage in, induce or encourage activity in violation of Section 1, and such person takes all lawful steps reasonably within his or her power to have such activity terminated.

The Union retains similar rights under this Section in case of an illegal lockout by the School Department.

ARTICLE VIII
SENIORITY

SECTION 1. Seniority shall mean length of permanent employment, which shall begin on the effective date of permanent employment as voted by the School Committee. A layoff will include a total separation from employment. In cases of a total layoff, where the qualifications, ability and performance are equal, preference will be given to the senior bargaining unit member. For the purpose of this Article, minimum qualifications will be developed by the Administration after consultation with the Union.

SECTION 2. All new bargaining unit members shall be placed on probation for a period of six (6) months. During a bargaining unit member's probationary period, the terms of this Agreement, except as to hours of labor and rates of pay, shall not apply, and the bargaining unit member shall have no seniority rights or other tenure. If remaining in the employ of the Committee after six (6) months, a new bargaining unit member's seniority shall be computed from the date of his or her hiring.

SECTION 3. The Committee shall, between July 1 and September 1 of each year, furnish the Union with an up-to-date seniority list. Unless the Committee is advised by the Union to the contrary within thirty (30) calendar days after September 1, this list will be presumed to be correct for the purposes of this Agreement.

ARTICLE IX
VACANCIES AND TRANSFERS

SECTION 1. Vacancy. Whenever a position covered by this Agreement becomes vacant and the Committee decides to fill a vacancy, notice of said vacancy shall be emailed to all unit members and posted on the District Website. Such notice shall remain posted for ten (10) workdays. First consideration will be given to interested bargaining unit members who apply in writing.

Posting: The District/Superintendent may, at his/her discretion, upon a 10-day notification to the union steward, determine whether future postings will be ten or twelve-month positions based on the needs of the school or department with the vacancy. For example, if a ten-month position becomes vacant, and it is deemed in the best interest of the district, the replacement posting may be for a twelve-month position.

SECTION 2. Selection to Bargaining Unit Positions. The selection of an applicant to fill the bargaining unit position will be based on qualifications, ability, versatility and needs of the system. Where all the factors are relatively equal, preference will be given to the most senior bargaining unit member. The

Superintendent shall be the sole judge of qualifications, ability, versatility and the needs of the system. Any dispute over procedures will be subject to the grievance and arbitration procedures.

SECTION 3. Reservation of Rights. The Superintendent reserves the right to transfer permanently or temporarily bargaining unit members for the same duties to promote efficiency within the system. A temporary transfer shall not normally exceed thirty (30) days. In the case of permanent transfer, a bargaining unit member may grieve that such a transfer was arbitrary, capricious, and irrelevant to the system's efficiency and may invoke the grievance procedure.

ARTICLE X HOURS of WORK/OVERTIME

SECTION 1. Workweek. The workweek shall begin on Sunday at 12:00 midnight and continue for seven (7) consecutive days. The normal workday is 7 hours and 12 minutes per day for ten (10) month bargaining unit members and 7 hours and 30 minutes per day for twelve (12) month bargaining unit members. The regular hours for each day shall be consecutive, except for interruptions for lunch periods. Workdays are full workdays according to the contract. Each bargaining unit member shall receive a fifteen (15) minute duty free lunch period without pay, which will be scheduled by his or her principal or immediate supervisor. It will be understood that the 12 additional minutes will be at the end of the work shift for all ten (10) month bargaining unit members.

The normal workweek for ten (10) month bargaining unit members is thirty-six (36) hours per week, Monday through Friday, forty-four (44) weeks per year, with two (2) consecutive days off on Saturday and Sunday. Time actually worked in excess of forty (40) hours per week or on Saturday or Sunday, shall be considered overtime and shall be paid at the rate of time and one-half.

The normal workweek for twelve (12) month bargaining unit members is 37.5 hours per week with two (2) consecutive days off on Saturday and Sunday. The regular hours for each day shall be consecutive, except for interruptions for lunch periods. Time actually worked in excess of forty (40) hours per week or on Saturday or Sunday shall be considered as overtime and shall be paid at the rate of time and one-half.

The Union will establish work hours to ensure that appropriate coverage is in place (whenever possible) at each school and that at least one (1) secretary is on-site during school hours which includes the time the students are in transit both to and from school.

SECTION 2. Work Year. The work year for all ten-month (36-hour/44 week) bargaining unit members shall begin five workdays prior to the students return and shall consist of 220 days. The work year for twelve-month (37.5-hour/52 week) bargaining unit members shall begin on July 1. During this work year, secretarial bargaining unit members shall be entitled to holidays as provided in Article XI, vacation days as provided in Article XII, and other leaves as provided in Articles XIII through XVII.

2A. All school-assigned unit members covered by this contract shall participate in three (3), two (2) hour after school/evening events, which may include but not limited to Open House and Parent Conference nights, as assigned by the building principal.

2B. All non-school unit members will be assigned to three (3), two (2) hour after school/evening events, which may include but not limited to Open House and Parent Conference nights, as assigned by the Superintendent.

SECTION 3. Temporary Schedules. It is recognized that temporary work schedules may have to be established and altered by the Superintendent. However, there shall be no permanent change in any bargaining unit member's shift times without giving the Union an opportunity to discuss the matter.

SECTION 4. Rest Periods. Each bargaining unit member will be entitled to two (2) ten-minute rest period coffee breaks per workday to be taken at a time to be determined by his/her immediate supervisor.

SECTION 5. Payment Options All ten month bargaining unit members shall be given the option to be paid in 22 or 26 equal installments, and all twelve-month bargaining members shall be paid in 26 equal installments, payable every other Friday, in accordance with the schedule issued by the Superintendent of Schools, except when said Friday is a holiday, whereupon payment shall be made on the last school day preceding that Friday whenever practicable and possible.

THERE IS NO SECTION 6

SECTION 7. Salary Paid for Days Worked. Salaries will be paid only for days worked in accordance with the provisions of this Agreement.

SECTION 8. School Cancellation. In cases where school is canceled by the Superintendent of Schools due to adverse weather conditions, the following shall occur:

Ten-Month Employees

- (a) Ten month bargaining unit members are expected to report for work two hours past their scheduled start time, unless expressly notified to the contrary by their principal or immediate supervisor. Under such conditions and in the absence of notification by the principal or the immediate supervisor, the bargaining unit member may elect not to report because of the adverse weather. In such event, the bargaining unit member may elect to either (i) take a vacation day, if available, or (ii) take an adverse weather day (two per school year) or (iii) take such day off without pay. In the event that the bargaining unit member elects to take such day off without pay, the Committee shall deduct from such bargaining



unit member's salary a prorated amount equal to the number of such days involved under this provision.

- (b) In the event a ten-month bargaining unit member is notified by the principal that he/she does not have to report to work, the Committee shall not have to compensate the involved bargaining unit members for such day(s) not worked. However, 10month bargaining unit members to whom this section applies shall have the option in lieu of not reporting to work without pay to (i) make up the day(s) at the end of the contractual work year with pay; (ii) take a vacation day if available; (iii) take an adverse weather day; (iv) take such day off without pay, or (v) report to work as scheduled.
- (c) For those bargaining unit members who do not elect one of the options provided for in Section 8(b) above, the Committee shall deduct from such bargaining unit member's salary a prorated amount equal to the number of such days not worked.
- (d) Ten month bargaining unit members shall not be called and asked to report to work after 12:00 Noon. The bargaining unit member shall suffer no loss of pay in this instance.

Twelve-Month Employees

- (a) Twelve month bargaining unit members are expected to report for work two hours past their scheduled start time, unless expressly notified to the contrary by their principal or immediate supervisor. Under such conditions and in the absence of notification by the principal or the immediate supervisor, the bargaining unit member may elect not to report because of the adverse weather. In such event, the bargaining unit member may elect to either: (i) take a vacation day, if available, (ii) take a sick day if available, or (iii) take an adverse weather day (two per school year), or (iv) take such day off with pay. In the event that the bargaining unit member elects to take such day off without pay, the Committee shall deduct from such bargaining unit member's salary a prorated amount equal to the number of such days involved under this provision.
- (b) In the event a twelve-month bargaining unit member is so notified by the principal that he/she does not have to report to work, he/she shall suffer no loss of pay for all such time not worked. In such event the day will be treated as a vacation day, an adverse weather day
- (c) In the event the Superintendent deems it advisable, twelve-month bargaining unit members whose services are not required by their principal may be instructed to



report to other locations, such as the business office, the superintendent's office, etc.

- (d) Twelve month bargaining unit members shall not be called and asked to report to work after 12:00 Noon. The bargaining member shall suffer no loss of pay in this instance.

DELAYED OPENINGS: Bargaining unit members shall not be required to report to work until thirty minutes prior to the newly announced opening time.

EARLY DISMISSAL: In the event bargaining unit members are to be dismissed during the day due to weather conditions, this will be accomplished only on a uniform basis throughout the system by the Superintendent or his/her designee.

SECTION 9. Overtime. Overtime shall be equally and impartially distributed among personnel in each school who ordinarily perform such related work in the normal course of their workweek. Overtime shall be scheduled by the Principal or immediate supervisor. Overtime work shall be voluntary except in case of emergency.

SECTION 10. Permission to Leave Premises. No secretarial personnel shall leave the school premises during working hours without the express permission of the Principal, or immediate supervisor.

SECTION 11. Call-Back Compensation: Any bargaining Unit member called back to work the same day by the Superintendent or his/her designee after having completed his/her assigned work and left his/her place of employment shall be paid at the rate of time and one-half for all hours worked on such recall. The bargaining unit member will be guaranteed a minimum of two hours' pay at time and one-half his/her regular rate of pay,

SECTION 12. Weekend Pay. Any bargaining unit member required to work on a Saturday or Sunday shall be guaranteed a minimum of two hours' pay at time and one-half his/her regular rate of pay.

SECTION 13. Computation Holiday Pay. Holidays paid for but not worked shall be computed as time worked for the purposes of computing overtime.

SECTION 14. Building Security. No bargaining member shall be required to work alone in a building unattended. In the event such a condition occurs, the bargaining unit member will notify his/her immediate supervisor or the office of the Superintendent of Schools, who may transfer the bargaining unit member to another location, such as the Business Office, the Superintendent's Office, etc. If a bargaining unit member is sent home by the Superintendent or his/her designee, the bargaining unit member shall suffer no loss of pay.

ARTICLE XI
HOLIDAYS

SECTION 1. The following days shall be considered to be paid holidays, provided they fall within the regularly scheduled workweek:

January 1 st	Friday before Labor Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans' Day
Patriots Day	Thanksgiving Day
Memorial Day	*Day after Thanksgiving
Juneteenth***	*Last-workday-before Christmas
July 4 th **	Christmas Day

*Holiday only if school is not in session

**Twelve month bargaining unit members only

*** If the holiday falls after the completion of the 220 workdays for ten (10) month positions, then this shall apply to twelve (12) month only

SECTION 2. Should New Year's Day, Veteran's Day or July 4th fall on a Saturday, the Holiday shall be celebrated on the preceding Friday. Should New Year's Day, Veteran's Day, Juneteenth or July 4th fall on a Sunday, the holiday shall be celebrated on the following Monday. Should Christmas fall on a Saturday OR a Sunday, it shall be recognized on the following Monday. Should the Friday or Monday be a school day, the employee shall get a compensatory day.

SECTION 3. Any bargaining unit member required to work on a holiday shall receive in addition to the regular holiday pay, an amount equal to time and one-half his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two hours work at the above rate.

SECTION 4. In order to be eligible for payment for such holiday, the bargaining unit member must have worked his/her full regular scheduled shift on the workday immediately preceding and following such holiday when applicable, unless the bargaining unit member has previously requested and received permission to be absent on such day. Absence on one or both of these days shall not affect eligibility for holiday pay if such absence is proved to the satisfaction of the Committee to be due to illness.

SECTION 5. In the event a holiday falls on a scheduled workday during the bargaining unit member's vacation period, the bargaining Unit member will receive an additional day off with pay to be mutually agreed upon.

SECTION 6. The days before Thanksgiving, February vacation, April vacation and Memorial Day will be half days for bargaining unit members. If the last day before Winter break is a half day for students and teachers, it shall be a half day for bargaining unit members, after verification that the last student is home safely.

ARTICLE XII
VACATIONS

SECTION 1A. Any bargaining unit member covered by this Agreement on the payroll as of July 1 of each year during the term of this Agreement, or any extension or renewal thereof shall receive a vacation with pay as follows:

Twelve (12) Month Employees:

<u>Years of Service</u>	<u>Vacation Time</u>
6 months to 1 year	5 days prorated or portion of two (2) Weeks (based on length of service)
1 year to 5 years	10 days
5 years to 10 years	15 days
10 years to 15 years	20 days
15+ years	20 days (plus earn one additional day for each additional year of service) No more than five (5) additional days may be accumulated.

Ten (10) Month Employees:

<u>Years of Service</u>	<u>Vacation Time</u>
6 months to 1 year	5 days
1 year to 5 years	10 days
5 years to 15 years	15 days
15+ years	20 days

SECTION 1B. All vacation requests, for bargaining unit members, must be submitted in writing and shall be granted by the principal or supervisor at such time as, in their opinion, will cause the least



interference with the performance of the regular work of the department. The anniversary date for determining the vacation due to a bargaining unit member shall be July 1. Vacation time cannot be carried over from one fiscal year to another.

SECTION 1C. Bargaining unit members who have unused vacation time in the current fiscal year will be allowed to cash in up to a maximum of five (5) days at their current daily rate during that fiscal year only. Unit members must email the Business Office by June 1 of the fiscal year of their intent to buy back the allowable unused vacation days. Participation in the vacation buy-back is optional on the part of the employee.

SECTION 2. Except in cases of discharge for dishonesty, any bargaining unit member who is discharged or quits between July 1 of the contract year and his/her scheduled vacation date shall receive the vacation pay due to him/her for that year, prorated according to the actual time worked during the contract year. Upon the death of a bargaining member entitled to a vacation allowance, vacation shall be paid to the person or persons to whom his/her salary is payable.

SECTION 3. The Reward Program will cease effective June 30, 2022. Reward Days may continue to be earned until that date. All Reward Days earned will remain with bargaining unit members to use at their discretion, per the guidelines established by previous collective bargaining agreements.

ARTICLE XIII JURY DUTY

SECTION 1. In the event that any bargaining unit member covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the bargaining unit member, including compensation for work performed for the Town of Tewksbury and compensation for such jury service is less than that bargaining unit member's regular compensation, the Committee agrees to pay to the bargaining unit member the difference between his/her actual weekly earnings and what the bargaining unit member would have earned if the bargaining unit member had performed such number of hours of work for the Town.

SECTION 2. As a condition of receiving such payment, the bargaining unit member agrees that, if during jury service the bargaining unit member is discharged for the day during regular working hours, the bargaining unit member will report to his/her office.

SECTION 3. A bargaining unit member performing such jury services who desires the benefit of this Article shall be required to present weekly to the School Department a certificate signed by the Clerk of Court or other proof reasonably satisfactory to the Committee as to the time spent by the bargaining member in such jury service during the week and the amount of compensation received therefore.

ARTICLE XIV CONFERENCES

Two (2) Union representatives may attend meetings or conferences of a State or National Body without loss of pay, not to exceed more than three such meetings or conferences in one (1) contract year.



ARTICLE XV
BEREAVEMENT LEAVE

In the event of a death in the immediate family (spouse, father, mother, sister, child, brother, grandparents, or grandparents of spouse, father-in-law, mother-in-law) or any other person living in the immediate household or any other person approved by the Superintendent, the bargaining unit member will be granted leave with pay in the amount of five (5) work days and such leave shall not be charged to sick leave or vacation leave. One day's leave shall be allowed in the event of the death of other close relatives, and such leave shall not be deducted from sick leave.

Compensation due deceased bargaining unit members shall be paid to the designated beneficiary or if there is no designated beneficiary, then to the estate of the bargaining unit member in accordance with Massachusetts General Laws Chapter 41, § 1111.

ARTICLE XVI
PERSONAL LEAVE

SECTION I. Personal Leave. Bargaining unit members may be granted up to two (2) days personal leave, without loss of pay, for personal matters upon the approval of the principal or supervisor. Such requests shall be made in writing, forty-eight (48) hours in advance, except in emergency situations.

SECTION 1A. Policy Regarding Extended Leaves of Absence

Continuous leave of absence for personal reasons shall not be permitted beyond two years from the effective date of the leave. In the event a bargaining unit member begins the leave during the school year, the two-year period becomes effective with the start of the following school year.

SECTION 2. Military Leave Every member of the bargaining unit shall be entitled, during the time of his/her service in the armed forces of the Commonwealth, or during his/her annual tour of duty of not more than seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive for a period of ten (10) days the difference between his/her regular pay and the pay which he/she receives from the State or Federal government, as the case may be; provided, however, that such obligation(s) cannot be fulfilled on days when school is not in session.

SECTION 3. Emergency Day. All bargaining unit members shall receive, with full pay, one (1) emergency leave day, each school year, to attend to such cases as home emergencies, personal care of a family member or any other reasonable request. All leave requests shall be made in writing to the Principal or Supervisor prior to the day if known in advance or if not, submitted to the Principal or Supervisor the day after the incident.

SECTION 4 Adverse Weather Days. In the event that school is closed due to adverse weather, both 10 month and 12 month secretaries shall be allowed to use up to two (2) paid Adverse Weather Days per school year. These Adverse Weather Days will not have to be made up at the end of the contractual year and will not be charged to their leave balances. Adverse Weather Days may not be accumulated and used in the next school year.

ARTICLE XVII
SICK LEAVE

SECTION 1. Each bargaining unit member shall be credited with sick leave as presently in effect with unlimited accumulation.

Any accumulation which bargaining unit members have at the effective date of this Agreement shall retain such accumulation.

SECTION 2. Bargaining unit members absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family if quarantine is invoked by the Board of Health.

Accumulated sick leave shall be paid in a lump sum to the spouse or beneficiary of any bargaining unit member eligible for such leave whose services are terminated by death.

SECTION 3. Sick Leave - Occupational - Each bargaining unit member who sustains injury or illness arising out of employment with the Tewksbury Public Schools, and who, as a result of filing the required injury reports, is deemed to qualify for Worker's Compensation Benefits by the Town's Insurance provider, shall be paid the difference between the weekly cash benefits to which he/she would be entitled by Law and his/her regular salary for a term not to exceed thirty (30) calendar days following the first documented day of his/her disability.

During any period of injury or absence under the provisions of the Article which includes a period of sixty (60) days, any employee covered by this agreement shall not accrue any further sick leave, vacation, and/or holiday pay benefits until the employee returns to work and has worked his/her work schedule through the last day of the month in which he/she returned to work.

SECTION 4. Bargaining unit members shall notify his/her Principal/immediate Supervisor or the Business Manager on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, the time expected to be incapacitated and the date on which they expect to return to work. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay.

SECTION 5. After four (4) days of consecutive absence, a doctor's certificate may be requested by the Principal/immediate Supervisor or the Superintendent and must be presented after ten days of consecutive absence. If the Committee determines it to be in the best interest of the Town, the Superintendent shall have an independent doctor make an examination and report. The costs for such an examination shall be borne by the Town.

SECTION 6. A. Unit members hired on or before May 2, 2012 – Except as herein stated, bargaining unit members whose services are terminated for any reason except by death or retirement shall not be entitled to compensation in lieu of sick leave untaken. Any full time, permanent bargaining unit member covered by this Agreement who has served the Tewksbury Public Schools with a minimum of fifteen years of

continuous service and who is at least 55 years of age at the time of retirement, shall be allowed 40% of unused accumulated sick leave to be paid at the time of retirement at the bargaining unit member's basic rate of pay.

Any full time permanent twelve-month bargaining unit member (37.5 hrs./52 weeks per year) covered by this Agreement who has served the Tewksbury Public Schools with a minimum of fifteen (15) years of continuous service shall be entitled to 20% of unused accumulated sick leave to be paid at the time of his/her leaving the employ of the Tewksbury School Department.

Any bargaining unit member covered by this Agreement who works a ten-month schedule, (36 hours/44 weeks per year) and who has served the Tewksbury Public Schools with a minimum of fifteen years of continuous service shall be entitled to 10% of unused accumulated sick leave to be paid at the time of his/her leaving the employ of the Tewksbury School Department.

B. Unit members hired after May 2, 2012 - Any bargaining unit member covered by this Agreement (10 or 12 month member) hired after May 2, 2012 and who has served the Tewksbury Public Schools with a minimum of fifteen (15) years of continuous service shall be entitled to 10% of unused accumulated sick leave to be paid at the time of his/her leaving the employ of the Tewksbury School Department.

SECTION 7. Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any bargaining unit member rehired after termination of service.

Sick leave earned following return to duty after a leave of absence without pay shall not be applied against such leave of absence.

Sick leave earned in other departments shall not be transferred to School Department service.

SECTION 8. Unauthorized absence or abuses of sick leave are grounds for disciplinary action up to discharge.

SECTION 9. Each bargaining unit member shall be credited with sick leave with pay at the rate of 1 1/4 days for each month of service. Sick leave credit will begin the first day of the month in which the bargaining unit member is employed, the first workday of the month. Ten month bargaining unit members shall be entitled to thirteen (13) sick leave days each year. Twelve month bargaining unit members shall be entitled to fifteen (15) sick leave days

SECTION 10. Pursuant to Article X, Section 6, the School Department will provide on a monthly basis, a report to all bargaining unit employees of their current leave balances. This report shall contain up to date balances for sick, vacation, personal and other leave.

ARTICLE XVIII LONGEVITY

Effective July 1, 1990, a longevity increment in accordance with the following schedule, will be granted to all full-time bargaining unit members (ten and twelve months) who are covered under this contract agreement, and who have completed six (6), ten (10), fifteen (15) and twenty (20) years of full-time service



in the Tewksbury Public Schools. The Longevity increment will be granted annually to each bargaining unit member and added to his or her base salary (no lump sum payments will be authorized).

Note: Bargaining members will receive credit for a full year of longevity service for any year (Fiscal Year July 1 - June 30) during which they performed Bargaining Unit duties for at least ninety (90) days and contributed to the Massachusetts Retirement system for each one of these ninety (90) days.

<u>Years</u>	<u>Category</u>	<u>Amount</u>
7-10	10 month	\$1,000
	12 month	\$1,200
11-15	10 month	\$1,400
	12 month	\$1,600
16-20	10 month	\$1,900
	12 month	\$2,200
21+ years	10 month	\$2,400
	12 month	\$2,700

In the event a bargaining unit member retires at a time other than at the end of a Fiscal Year (June 30) entitled longevity for that bargaining unit member will be prorated for the actual time worked during the fiscal year during which the retirement takes place.

ARTICLE XIX
RETIREMENT COMPENSATION

In order to reward long service to the children of Tewksbury through its Public Schools, the Tewksbury School Committee has instituted this plan for Retirement Compensation.

SECTION 1. Yearly retirement compensation shall be paid for each of the last two years before retirement.

SECTION 2. To be eligible for this increase, a bargaining unit member covered by this Agreement shall have served in the Tewksbury Public Schools for a minimum of twenty (20) years and shall be at least fifty-five (55) years of age at the time of retirement. For a bargaining unit member retiring at seventy (70) years of age, the minimum number of years of service shall be fifteen (15).

SECTION 3. The basic yearly retirement compensation shall be as follows:



<u>Years of Service</u>	<u>Ten Month Unit Members</u>	<u>Twelve Month Unit Members</u>
20	\$1,350	\$1,500
21	\$1,412	\$1,522
22	\$1,434	\$1,544
25	\$1,500	\$1,610
30	\$1,610	\$1,720
35	\$1,720	\$1,830
40	\$1,830	\$1,950

SECTION 4. A bargaining unit member planning to participate in this program shall notify the Superintendent of Schools in writing not less than three (3) years prior to the date of retiring in order that funds for the retirement compensation may be included in the Appropriation Request. The first day of the month of the first year the compensation is to be paid, the bargaining unit member shall sign an "Intention to Retire " which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the second year. A bargaining unit member who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

SECTION 5. A bargaining unit member who would otherwise be eligible for retirement compensation but who is unable to give the timely notice required above to the Superintendent of Schools due to circumstances of hardship, such as forced retirement for health reasons, may petition the School Committee for such retirement compensation.

ARTICLE XX
TUITION REIMBURSEMENT

The School Committee agrees to establish a tuition reimbursement fund during each year of this Agreement in an amount equal to \$1,250.00. Such fund shall be used for the purpose of reimbursing bargaining members for tuition costs incurred during each such year up to a maximum of \$250 per course, per year (July 1-June 30). Courses taken must be deemed consistent with the bargaining unit member's present position. The decision relative to the appropriateness of the course title rests with the Business Manager.

Bargaining unit members interested in seeking reimbursement for a course must receive written approval of the course title prior to beginning the course. Failure to comply with this provision will result in forfeiture of the reimbursement.

Priority of approval of acceptable courses will be based on date of receipt by the Business Manager. Payment of the reimbursement shall be made after receipt of a canceled check and proof of completion of the course.

ARTICLE XXI
HEALTH INSURANCE

SECTION 1. All full-time bargaining unit members shall be entitled to participate in the Town of Tewksbury's current Health Insurance Program. All contribution rates shall be set consistently with PEC defined contributions for the Town.

SECTION 2. As long as the Town of Tewksbury agrees to pay one-half of the cost of a \$5,000 Life Insurance Policy and a \$5,000 Accidental Death and Dismemberment Policy for each member of the bargaining unit, the Committee agrees to deduct the bargaining unit member's share through payroll deduction for participating members upon receipt by the Committee of proper authorization.

SECTION 3. Bargaining unit members shall be provided an opportunity to join the Town of Tewksbury Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for bargaining unit members and retired bargaining unit members, and their eligible dependents, with the bargaining member making the same contribution as all other Town employees. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the Town and the insurance carrier.

ARTICLE XXII
UNION MEMBERSHIP DUES DEDUCTION

SECTION 1. The Union shall be permitted authorization for payroll dues deductions. Union dues shall be deducted monthly from the pay of each employee who executes and remits to the Committee a form of authorization of such payroll deduction as set forth in Appendix C.

SECTION 2. Upon request of the Committee, the Treasurer of the Union shall certify in writing that the said Union has complied with the applicable rules and regulations promulgated by the Massachusetts Labor Relations Commission for the payment of the membership dues.

SECTION 3. Any board or any such person or body authorized to act on behalf of any such board shall, when complying with the provisions of this Article, be indemnified and saved harmless by the Union from any action which may arise, when such person or body so authorized relies upon the written certification of the Treasurer of the Union that it has complied with the applicable regulations of the said Labor Relations Commission governing the payment of membership dues.

SECTION 4. It is understood by the Committee and the Union that deduction of membership dues shall be made by the Committee through its Treasurer only during the existence of an executed Agreement between the Committee and the Union, which Agreement has been ratified in accordance with General Laws Chapter 150E, § 12.

SECTION 5. Anything in this Agreement to the contrary notwithstanding, the Union further agrees that it shall be solely responsible for all costs and fees which may be incurred by the Committee, including but not limited to, stenographic costs, and any fees charged by any hearing officer or arbitrator, in termination of employment cases arising under this Article.

ARTICLE XXIII
INTENTIONALLY OMITTED

ARTICLE XXIV
SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its invalidity the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE XXV
HEALTH SAFETY AND SECURITY

The health, safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

SECTION 1. To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school grounds or in school buildings. The administration shall maintain an ample supply of replacement badges. Any secretary who misplaces or forgets the badges may obtain a replacement badge in the office. Secretaries who consistently fail to wear or display a badge be referred to the Superintendent for review and corrective action if necessary.

ARTICLE XXVI
CORI CHECKS/FINGERPRINTING

SECTION 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

SECTION 2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

SECTION 3. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her, employment an employee may request in writing that he/she be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

SECTION 4. After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee, who may at such meeting be represented by the Union. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts

SECTION 5. In compliance with the provisions of Chapter 77 of the Acts of 2013, "An Act Relative to Background Checks", all school employees that work directly with students, are required to comply with a fingerprint-based state and national criminal record check. Unlike state CORI checks that have no associated fee, individuals will pay a fee to comply with this requirement of \$35.00 for non-licensed employees and \$55.00 for DESE Licensed Professionals (including those with pending applications/licenses). Following is the link to register.
<http://www.identogo.com/FP/Massachusetts.aspx>

ARTICLE XXVII
LABOR/MANAGEMENT MEETINGS

The parties to this agreement to establish a Labor/Management Committee made up of two members selected by the Union, and two members selected by the School Committee. The purpose of this Committee shall be to discuss matters of mutual concern to the Employer and the Union. There shall be four (4) meetings per year, unless mutually agreed otherwise. Agenda items shall be, submitted by the parties one week in advance of the meetings. It is understood that the Committee will not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this agreement beyond the authority provided herein.

A. Benefit Training

The School Committee shall provide, on an annual basis, training for all Secretaries in the area of pension funds and other benefits. The School Committee shall also provide all new employees with an informational packet regarding pension funds and other benefits.

B. Professional Development

Professional development days, for the purpose of training in areas of importance to the Secretarial job duties, i.e., computer programs, school documentation, etc.

C. Evaluation Form and Procedure

The Labor/Management committee will recommend procedures for the development of comprehensive job description and a performance review process.



ARTICLE XXVIII
DURATION

SECTION 1. Effective Date. The signing of this Agreement by the authorized representatives of the Union and the Employer shall constitute the Effective Date of this Agreement. The salary schedule attached hereto as Appendix A and Appendix B, shall become fully effective July 1, 2021

SECTION 2. This Agreement shall be effective as of the Effective Date hereof and shall continue in full force and effect until June 30, 2024.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 26th day of January, 2023.

TEWKSBURY SCHOOL COMMITTEE

Ward Nelson
Nicholas Puzos
R. P. [Signature]
K. M. Smith
Bridget Gambelin

TEWKSBURY SCHOOL SECRETARIES UNION

[Signature]
Christina [Signature]
Nancy O'Hara

[Signature]
[Signature]

APPENDIX A
SALARY SCHEDULE/TWELVE MONTH UNIT PERSONNEL

SALARY SCHEDULE TWELVE MONTH PERSONNEL								
EFFECTIVE JULY 1, 2021 (INCREASE 2.25%)								
1	2	3	4	5	6	7		
\$35,662	\$37,446	\$39,428	\$41,605	\$44,022	\$46,678	\$49,616		
EFFECTIVE JULY 1, 2022 (INCREASE 2.25% ADD STEP 8)								
1	2	3	4	5	6	7	8	
\$36,464	\$38,289	\$40,315	\$42,541	\$45,012	\$47,728	\$50,732	\$53,603	
EFFECTIVE JULY 1, 2023 (INCREASE 2.25% ADD STEP 9)								
1	2	3	4	5	6	7	8	9
\$37,285	\$39,150	\$41,222	\$43,498	\$46,025	\$48,802	\$51,874	\$54,809	\$57,911

APPENDIX B
SALARY SCHEDULE/TEN MONTH UNIT PERSONNEL

SALARY SCHEDULE TEN MONTH PERSONNEL								
EFFECTIVE JULY 1, 2021 (INCREASE 2.25%)								
1	2	3	4	5	6	7		
\$28,684	\$30,128	\$31,724	\$33,478	\$35,417	\$37,558	\$39,921		
EFFECTIVE JULY 1, 2022 (INCREASE 2.25% ADD STEP 8)								
1	2	3	4	5	6	7	8	
\$29,330	\$30,806	\$32,438	\$34,231	\$36,214	\$38,404	\$40,820	\$43,132	
EFFECTIVE JULY 1, 2023 (INCREASE 2.25% ADD STEP 9)								
1	2	3	4	5	6	7	8	9
\$29,990	\$31,499	\$33,168	\$35,001	\$37,029	\$39,268	\$41,738	\$44,103	\$46,647

APPENDIX C
PAYROLL DEDUCTION AUTHORIZATION

TO: TEWKSBURY SCHOOL COMMITTEE

I hereby assign to the Tewksbury School Secretaries Union represented by the American Federation of State County and Municipal Employees, Council 93 ("the Union"), from any wages earned or to be earned by me as your employee the sum of \$_____per month, or such amount as may

hereafter be established by the Union and become due to it, pursuant to its Constitution and By-Laws, as my membership dues in said Union. I authorize and direct you to deduct such amounts from earned wages on the second payday of each calendar month and to remit the same to the Secretary-Treasurer of the Union.

This assignment, authorization and direction shall remain in effect until revoked by me and shall be irrevocable for a period of one year from the date hereof or until the termination date of my applicable collective bargaining agreement, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between you and the Union, whichever shall be shorter, unless notice of revocation is given by me to you by registered mail not less than ten (10) days prior to the expiration of each period of one year, or of each applicable collective agreement between you and the Union, whichever occurs sooner.

Date:

Name:

