

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE READING SCHOOL COMMITTEE

AND

**THE READING ADMINISTRATIVE SECRETARIES
ASSOCIATION**

July 1, 2014

to and including

June 30, 2017

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AND
THE READING ADMINISTRATIVE SECRETARIES ASSOCIATION**

July 1, 2014 to and including June 30, 2017

This Agreement is entered into by the Reading School Committee, hereinafter referred to as the "Committee" and the Reading Administrative Secretaries Association, hereinafter referred to as the "Association" for the purpose of promoting harmonious relations between the Association and the Committee: the establishment of an equitable and peaceable procedure for the resolution of differences; and the establishment of wages, hours, and other conditions of employment.

**ARTICLE 1
RECOGNITION**

The Committee recognizes the Association as the exclusive representative for the purpose of collective bargaining on wages, hours and working conditions for all regular full time secretaries, excluding the secretary(s) to the Superintendent, the secretary(s) to the Assistant Superintendent, the secretary(s) to Central Office, all managerial and confidential employees, and all other employees. Employees, as used in the Agreement, refer to all persons within the bargaining unit.

**ARTICLE 2
MANAGEMENT RIGHTS**

It is understood that for the duration of the Agreement employees shall continue to serve under the direction of the Superintendent and in accordance with Committee policies, and administrative rules, regulations and the provisions of this Agreement.

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights and responsibilities for the administration of the schools are retained and reserved to the Reading School District and its designee, including but not limited to the rights to manage the affairs of the school system and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the qualifications for all jobs; to hire, promote, retain, discipline, suspend, and discharge employees; to promulgate and enforce reasonable rules and its regulations pertaining to the operations of the school system and its employees. As to all of these rights and any other rights which the Reading School District has by law, the Reading School District may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding here under.

Prior to the Reading School District changing hours, wages, or other conditions of employment of the employees covered by this agreement, the Reading School District shall notify the Association of the contemplated change and offer to meet upon the Association's request, as required by M.L.C. c. 150E.

The failure of the Reading School District to exercise any rights or prerogatives under this Agreement shall not be deemed a waiver.

The "Reading School District", as used in this agreement, shall be interpreted to mean the Reading School Committee and/or appropriate school administrators as the case maybe, so as to effectuate, and comply with the provisions of the Education Reform Act of 1993, and subsequent amendments.

ARTICLE 3 PAYROLL DEDUCTIONS

Section 1

The Committee agrees to deduct Association membership dues from the salaries of employees who submit written authorization forms prepared by the Association. The amount, so deducted, shall be remitted to the treasurer of the Association.

Deductions will be made biweekly starting with September and ending in June. Only those names submitted to the Office of the Superintendent by the Association on or before October 1 of the school year will have monies deducted for payment of dues. Deductions will be discontinued only when requested by the secretary in writing prior to October 1 of the school year or otherwise in conformance with law.

Section 2

The Committee agrees to make annuity deductions for those persons taking advantage of a tax shelter annuity program. Such deductions or payments to tax-sheltered annuities and/or other 403(b) plans will only be paid to vendors approved by the Town of Reading and in conformance with the Town of Reading's Plan documents and IRS regulations.

Section 3

An agency service fee ("ASF") shall be required to be paid by bargaining unit personnel working twenty (20) hours or more who are not members of the Reading Secretaries' Association

- a. The ASF will be payable starting with the third pay period following the employee's first work day.
- b. ASF shall be deducted from Payroll in accordance with written authorization by the employees involved.
- c. No employee shall be dismissed for failure to pay an ASF. However, an employee who fails to pay the ASF (in lieu of joining the Association by January 1 following his date of obligation under this Article and who is not in compliance with the rules of the Massachusetts Labor Relations Commissions relative to contesting the validity or amount of the ASF) shall, at the written request of the Association, be suspended for five (5) days without pay, whereupon the Committee shall remit to the Association an amount of money equal to the ASF.
- d. The ASF hereunder shall not exceed Reading Secretaries dues plus such portion of MTA or NEA affiliated dues as is directly related to negotiating or administering the *Collective Bargaining Agreement* between the Committee and

the Reading Secretaries. The burden shall be on the MTA and/or the NEA to certify that portion of their dues as complies with this paragraph.

- e. An employee paying the ASF under this Article may obtain from the Association a rebate of a pro rata share of certain Association expenditures, as provided in G.L. c 150E, Section 12.
- f. The Association shall indemnify the Committee for any liability or damage incurred by the Committee as a result of any claim made against it by any employee or outside party.
- g. The Superintendent's Officer will give each new employee a current copy of the Reading Secretaries' Association contract and explain to them all pertinent information including the payment of union dues or the agency fee. The president and treasurer will be notified as soon as a new employee has been hired under this contract.

**ARTICLE 4
SALARIES, HOURS, WORK WEEK AND YEAR**

Section 1

The regular work week shall consist of five (5) days, Monday through Friday inclusive.

Section 2

The hours per week and work year are as described below.

| <u>Positions</u> | <u>Level</u> | <u>Hours per Week</u> | <u>Weeks Per Year</u> |
|---|--------------|-------------------------------|-------------------------------|
| High School Principal's Secretary | A | 37 ½ | 52 |
| Attendance Secretary | B | 37 ½ | 41 |
| Elementary School Secretary | A | 37 ½ | 52 |
| Health/Athletic Secretary | A | 37 ½ | 52 |
| High School Asst. Principal's Secretary | B | 37 ½ | 43* |
| High School Guidance Secretary | B | 37 ½ | 43* |
| Maintenance Secretary | A | 37 ½ | 52 |
| Middle School Principal's Secretary | A | 37 ½ | 52 |
| RISE/Special Education Secretary | B | 37 ½ | 41 |
| Cafeteria Secretary | A | 37 ½ | 41 |

* Effective July 1, 2015

A Level A secretary is one who is hired for a minimum of thirty-five (35) hours per week and has responsibility for managing the budget of one of the eight schools or a budgetary cost center such as Health/Athletics, Food Service, or Maintenance. A Level B secretary is one who is hired for a minimum of 41 weeks per year, Monday thru Friday, 37 1/2 hours per week. Unit employees who transfer to a position within or between levels to a posted position with greater hours than his/her previous position shall no longer be exempt from the 52 week work year. The placement of any secretary on a given level shall be at the discretion of the Superintendent.

Section 3

Forty-one week employees shall normally work a total of 205 days less contractual holidays falling within the 41 week period. Forty-three week employees shall normally work a total of 215 days less contractual holidays falling within the 43 week period.

School secretaries who work 205 days excluding four (4) days for February and four (4) days for April school vacations will commence work on the Monday of the week prior to the week school starts. School secretaries who work 215 days excluding four (4) days for February and four (4) days for April school vacations will commence work on the Monday two weeks prior to the week school starts. Christmas vacation days are to be calculated each year by the Association President(s) and Superintendent by July 1st of that year. In no case shall there be more than five (5) days for the Christmas vacation

For those secretaries working 205 days, in no case shall the secretary's last day of work fall before the last day of school. If a 41 week secretary works more than 205 days, they will be paid on an hourly basis for additional time worked.

Section 4

A "coffee break" (not to exceed ten (10) minutes away from work) is allowed in the a.m. period and in the p.m. period. The time shall be taken as close to the middle of the period as possible. Coffee break time is not cumulative and other time cannot be taken in lieu of a coffee break.

Section 5

Each employee is entitled to a minimum one half (1/2) hour lunch break. Length of the lunch hour may be increased by the Committee for the benefit of the school department. Employee lunch schedules may be varied in order to ensure that telephone and reception services are continuous throughout the day. Lunch hours shall not be accrued nor shall they be counted for purposes of overtime.

Section 6

All secretarial work in excess of eight (8) hours worked in any day or in excess of forty (40) hours worked in one (1) week, approved in writing or electronically in advance by the employee's immediate supervisor, shall be compensated at an overtime rate of one and one-half (1 1/2) times the employee's hourly rate, or by compensatory time off, at the discretion of the Superintendent or his designee. Compensatory time must be taken within sixty (60) calendar days after termination of the pay period in which the compensatory time is earned, or be forfeited. Overtime will be worked only when necessary and employees are expected to work necessary overtime. Overtime will be compensated only if authorized by the employee's supervisor.

Section 7

Employees shall be expected to work on regularly scheduled school days even though school is not in session, for example teachers' convention days or storm days. However, all storm days shall be considered "weather days" pursuant to School Committee policy EBCE, adopted April 30, 1980, for all employees covered by this Agreement. Employees who work 52 weeks per year are expected to work on regularly scheduled school days even when schools is cancelled due to

weather. They shall not be penalized for exercising discretion concerning safety and road conditions, but they are expected to report to work within a reasonable period of time from the normal starting time. Employees who work 43 weeks per year or less shall not report to work on days when schools is cancelled due to weather and are expected to work the number of student days as well as the number of days before and after the school year as specified above.

Section 8

Salaries shall be paid according to the salary schedule contained in Appendix A.

Section 9

A new employee hired cannot be placed above a Step 5 (This is effective July 1, 2015. Prior to July 1, 2015, a new employee cannot be placed above a Step 3). However, an employee hired from another Reading school department bargaining unit who performed similar duties in that capacity may be placed by the Superintendent on the step commensurate with that employee's experience.

An employee within the bargaining unit who has been promoted to a higher paying position (e.g., Level B to Level A) will be placed in the Step schedule for the new position at the next rate above that which the employee was currently receiving in the old position.

Section 10

An employee who is permanently assigned or temporarily assigned for three weeks or more in writing to work in a higher salaried position shall receive the salary for that position at the employee's own step beginning with the first day of assignment to the higher salaried position.

Section 11

Employees covered by this contract who work fifty two weeks per year and have completed the probationary period will be able to work "flex hours" during July and August with their Principal's written approval and the Superintendent's written permission. The decision of the Superintendent regarding flex time is not subject to challenge. "Flex hours" will be no less than 20 hours per week at a schedule that meets the Principal's and the employee's approval.

**ARTICLE 5
VACANCIES**

Whenever a vacancy in any existing or newly created position occurs in the school system, notice of same including information about salary shall be posted in each school for at least seven (7) work days prior to the Reading School District appointing an individual to fill a vacancy and a copy shall be sent to the President of the Association. Nothing in this Article shall be interpreted as requiring the Reading School District to fill any vacancies which occur. Any employee in the bargaining unit possessing the necessary qualifications may apply for such vacancy and shall be given first consideration. Authority to select an applicant for hire rests solely with the Reading School District.

ARTICLE 6 PROBATIONARY PERIOD

There shall be a twenty-six (26) work week probationary period for all newly hired secretaries. The probationary period shall be extended for one (1) work day for each work day the employee is absent during the probationary period. A probationary period can be extended with mutual agreement between the bargaining unit and Superintendent. Prior to the end of the twenty-six (26) work week probationary period, the immediate supervisor shall evaluate the employee's work performance and shall recommend that the employee be retained or terminated. A probationary employee may be discharged at any time during the probationary period, without cause. This discharge shall not be subject to the grievance procedure. Upon request, a probationary employee shall be entitled to a written statement of the reason for discharge. A probationary employee shall be paid according to the salary schedule and shall accumulate benefits as provided by this agreement.

ARTICLE 7 VACATION

Section 1

All twelve (12) month employees shall:

- a. Accrue ten (10) vacation days with pay on a monthly basis. Any secretary hired after July 1st shall receive vacation days pro-rated based on their date of hire.
- b. Receive fifteen (15) days vacation with pay after five (5) years of continuous service.
- c. Receive twenty (20) days vacation with pay after ten (10) years of continuous service.
- d. Receive twenty-two and one-half (22 1/2) days vacation with pay after fifteen (15) years of continuous service.
- e. Receive twenty-five (25) days vacation with pay after twenty (20) years of continuous service.

Section 2

All 41 and 43 week employees shall:

- a. Accrue nine (9) days vacation with pay on a monthly basis. Any secretary hired after July 1st shall receive vacation days pro-rated based on their date of hire.
- b. Receive thirteen (13) days vacation with pay after five (5) years of continuous service.
- c. Receive seventeen (17) days vacation with pay after ten (10) years of continuous service.
- d. Receive nineteen (19) days vacation with pay after fifteen (15) years of continuous service.
- e. Receive twenty and one (21) days vacation with pay after twenty (20) years of continuous service.

Section 3

New employees hired to this bargaining unit on and after 7/1/2011 will accrue vacation time on a monthly basis effective their first day of employment. In the last year of employment, employees

will be paid vacation time based on what they have accrued as of their final day of employment. Employees in this bargaining unit with a date of hire prior to 7/1/2011 will not have their vacation time pro-rated in their last year of employment. However, employees in this category will receive pro-rated vacation time based on the amount of time worked during that year and years of service if their last day falls between July 1st and December 31st.

Section 4

All vacations shall be scheduled under the direction of the immediate supervisor and Superintendent.

Section 5

Vacations must be taken within the fiscal year and cannot be accumulated from year to year, except that an employee may carry over two (2) weeks vacation from one year to the next year.

Section 6

An employee's annual vacation allotment shall be increased according to the above schedule effective on the anniversary date of the employee's original hire date.

**ARTICLE 8
HOLIDAYS**

All employees shall be entitled to the following holidays with pay.

New Year's Day
Martin Luther King Day
Washington's Birthday (third Monday in February)
Patriot's Day (third Monday in April)
Good Friday (in the event that it is an approved school holiday)
Memorial Day (third Monday in May)
Independence Day
Labor Day (first Monday in September)
Columbus Day (second Monday in October)
Veterans Day
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Day

Secretaries shall be allowed to leave sixty (60) minutes after the students are dismissed on the Wednesday before Thanksgiving and on Good Friday if applicable. Should the schools be closed early on Christmas Eve, secretaries will be allowed to leave early with the rest of the staff.

The Traditional "one-half day off before Christmas" will be granted some years under the following schedule:

If Christmas falls on a:

| | |
|-----------|-------------------------------|
| Tuesday | Full day off on Monday |
| Wednesday | Close at 12 Noon on Tuesday |
| Thursday | Close at 12 Noon on Wednesday |
| Friday | Close at 12 Noon on Thursday |

Holidays falling on a Saturday shall be celebrated the preceding Friday; holidays falling on a Sunday shall be celebrated on the following Monday, with the exception that in the above situations, the Reading School District can elect to keep the school in session and pay employees for the number of hours worked, computed at their regular hourly wage, or give compensatory time off at the election of the Reading School District, in addition to their regular pay.

ARTICLE 9 SICK LEAVE

Section 1

Each probationary employee shall accrue one (1) day of sick leave for each full month of employment. Upon completion of the probationary period pursuant to Article 6, each employee shall begin to accrue one and one-quarter (1-1/4) days of sick leave for each full month of employment. Five (5) sick days may be used each year for attending to a member of the employee's immediate family who is ill or injured. At the request of an employee, the Superintendent may award days beyond the five for attending to a member of the employee's immediate family or household who is ill or injured.

Section 2

Any unused portion of sick leave shall be accumulated to the number of days that the employee works in one year, up to a maximum total of one hundred ninety five (195) days.

Section 3

When absence by reason of sickness or injury is for a period of three (3) consecutive days or more, the Superintendent or his designee may require the employee to submit a letter from a regularly licensed practicing physician giving the diagnosis and prognosis before the employee shall be entitled to leave with pay. The Reading Public Schools also reserves the right to obtain an Independent Medical Examination of the Superintendent's choosing at its own expense.

Section 4

An employee, upon death, retirement, or termination of employment with at least seven (7) years of employment for reasons other than dismissal for just cause, shall be paid for unused sick days not exceeding fifty (50) days at fifty percent (50%) of his/her per diem rate calculated at one-fifth (1/5) of his/her regular weekly pay in effect at time of death, retirement, or termination of employment. An employee who is laid off with at least seven (7) years of employment shall be paid on the expiration of his/her recall period. Employees hired on or after 7/1/2011 are not eligible for sick leave buyback.

Section 5

A complete and accurate record shall be maintained on each employee setting forth the dates used from his/her sick leave and the number of sick leave days remaining. Such record shall be available for inspection by each individual upon request.

Section 6

When an absence is compensable under workmen's compensation insurance, the employee may use her accumulated sick leave to make up the difference between workmen's compensation benefits and her regular salary, until such sick leave is exhausted.

Section 7

If leave with pay is about to be exhausted, the employee involved may make a written application for additional leave with pay for up to thirty (30) work days to the Superintendent. Grant of such leave is discretionary with the Superintendent or designee, the employee shall submit a diagnosis, prognosis, and expected date of return to work. The Reading Public Schools reserves the right to obtain an independent medical examination of the Superintendent's choosing at its expense. The decision by the Superintendent or designee to grant or deny such leave shall not be subject to the grievance procedure.

Section 8

Sick Leave Bank: The Committee agrees to assist the Association in maintaining a sick leave "bank" to be used only in cases of personal illness.

1. All members shall subtract and credit to the bank the number of hours in their work day times three (3), e.g. 7.5 hour days is $7.5 \times 3 = 22.5$ hours or 5.5 day is $5.5 \times 3 = 16.5$ hours. All members of this unit shall be considered as participants in the bank if they have donated the proper number of hours in June of the school year before their participation. If they have no days to donate, then three (3) hours a month will be taken from their sick leave time as in Article 9, Section 1 until their proper donation is completed.
2. The Sick Leave Bank will be administered by a Sick Leave Bank Committee ("SLBC") comprised of persons appointed by the Association and one Administrator appointed by the Superintendent. The SLBC shall set the rules and regulations and meet to consider requests for use and will notify the Superintendent in writing of the decisions to be considered at least one week prior to the scheduled meeting.
 - a. completion of two (2) years of service, except a lesser amount as the SLBC may otherwise determine for a good cause;
 - b. complete usage of all accumulated or accrued sick leave, all accrued and current vacation time and personal time;
 - c. physician's statement certifying to the disability, illness, or accident (Submitted with the application requesting bank days and any renewal thereof);
 - d. no prior record of sick leave abuse;
 - e. at the end of using forty-two (42) days worth of hours (up to 315 hours for 7 ½ hour employees) from the sick leave bank association a secretary will

- apply for thirty (30) days worth of hours (225 for 7 ½ hour employees).
- f. When a member receives hours from the bank, the SLBC may ask she/he to contribute hours to the bank.
- In administering the bank the SLBC shall not countenance undue delay in processing retirement or other termination of employment on account of disability or illness.
3. The decision of the SLBC regarding any request shall be final and not subject to appeal (other than a one-time optional reconsideration by the SLBC itself at the request of the applicant).
4. No member of the sick bank may take more than twenty-one (21) days from the bank without a majority vote of the unit.
5. All sick bank days in excess of 1125 hours shall expire at the end of each three (3) year period starting with June 30, 2002. During that three-year period, excess hours may be granted to members or used to lower the hours each employee must put in every year.
6. If the bank falls below 225 hours during the year, then the Sick Leave Bank Committee may ask for more hours to be donated.

ARTICLE 10 TEMPORARY LEAVE OF ABSENCE WITH PAY

Secretaries shall be eligible for the following temporary noncumulative leaves of absence with pay each year:

Section 1

Personal Leave: Recognizing that occasionally there arises an unusual situation necessitating the unexpected absence of an employee for personal reasons, the parties hereby agree to the following:

- a. A personal leave day is designed for personal matters that normally cannot be accomplished outside regular school hours and normally shall not be taken on the day immediately preceding or following vacations, holidays or long weekends. The parties agree that such leave must be taken for important personal or business reasons and not as vacations or recreation. Personal days will not be taken or granted for travel time in connection with a vacation, holiday or weekend.
- b. Each employee may be granted not more than two (2) personal days with pay per fiscal year. The first such day shall be granted by the immediate supervisor without a reason being stated upon at least forty-eight (48) hours notice unless an emergency situation precludes such notice being given. The second such day may be granted at the discretion of the immediate supervisor. A request for such day shall be submitted in writing at least forty-eight (48) hours in advance unless an emergency situation precludes giving such advance notice, in which case the request with the accompanying reason shall be presented to the immediate supervisor as soon as possible after such leave.
- c. A personal day to be used on a Monday, Friday, or immediately preceding vacation, holiday, long weekend or other day or days on which no work is scheduled, may be granted in the manner provided for the second day requiring

reasons and the immediate supervisor's approval. In such event the employee retains the first personal day to be granted by the immediate supervisor without reason required unless previously utilized except as provided above.

Section 2

Funeral Leave: In the case of death in the immediate family of an employee, such employee shall be granted up to five (5) work days leave with pay for the purpose of attending the funeral and/or to attend to family or personal matters arising as a result of death. "Immediate family" shall include only the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchildren, significant other, or any person for whom the employee has legal responsibility (upon receipt of proper documentation of such legal responsibility by the Superintendent). In the case of a death of an employee's sister-in-law, brother-in-law, grandparent, or any other such person as granted by the Superintendent, such employee shall be granted three (3) work days leave with pay.

One (1) work day leave with pay shall be granted to an employee upon the death of other members of the family, such as aunt, uncle, etc., for the purposes of attending the funeral. An appropriate amount of time with pay shall be granted to an employee upon the death of a relative not mentioned above or a good friend to attend the funeral upon prior approval of the Principal or Director.

Additional leave, with or without pay, may be granted at the discretion of the Superintendent or his designee.

No leave shall be granted for the purpose of attending funerals which occur during vacations, holidays, weekends or other leaves.

Section 3

Other Leaves Under This Article: Temporary leaves of absence with pay for reasons other than those listed above may be granted for good cause at the sole discretion of the Committee upon the recommendation of the Superintendent.

ARTICLE 11 EXTENDED LEAVES OF ABSENCE WITHOUT PAY

Section 1

Maternity Leave:

- a. A female employee who has been employed for not less than three (3) calendar months by the Reading School District shall, upon request, be granted a maternity leave of absence of no more than eight (8) calendar weeks duration. Such leave shall be unpaid except to the extent of actual disability which normally shall not exceed ten (10) days. A claim of actual disability beyond ten (10) days shall be supported by a doctor's certificate following the period of disability. Actual disability shall be treated as paid sick leave.
- b. An application for leave must be made at least thirty (30) calendar days prior to her anticipated date of departure and must include a statement of her intention to return and the date on which she expects to return.

- c. The female employee who returns to work on the date specified by her in (2) above shall be restored to her prior position, or a similar position, as soon as practicable.
- d. Seniority and all benefits held at commencement of the leave, such as sick leave, and vacation time shall be restored upon return. Benefits and seniority do not accrue over the term of the leave.
- e. The employee may maintain her status in the Reading Hospitalization and Insurance Benefit Programs at her own expense, during that portion of maternity leave not covered by sick leave.

Section 2

Leaves of absence not to exceed one (1) year without pay may be granted at the sole discretion of the Committee, upon recommendation by the Superintendent.

All requests for leaves shall be in writing and specify the date leave would commence and the date of anticipated return if granted. Upon return, the employee will be assigned to the same or similar position, if either is available.

All benefits to which the employee was entitled at the time of his leave of absence shall be restored to him. Benefits and seniority will not continue to accrue during the leave of absence.

**ARTICLE 12
STAFFING**

Nothing in Articles 10 or 11, governing leaves of absence shall in any way impair the right of the Reading School District to eliminate positions or reduce the level of staffing, reorganize secretarial functions, or make any other staffing changes which it deems necessary to effectively operate the school system.

**ARTICLE 13
INSURANCE**

The Reading School District and Association agree that Association employees will receive the level of insurance coverage as bargained by Reading's coalition bargaining group in accordance with M.G.L. c. 32B, Section 19.

**ARTICLE 14
REDUCTION IN STAFF**

Section 1

In the event that the Reading School District determines that it is necessary to reduce the number of permanent employees in the bargaining unit, the procedures set forth in this article will govern the termination and reemployment of employees who are affected by any such reduction.

Section 2

Should the Reading School District determine that a reduction is to occur in one or more areas, the following procedure shall be followed:

- a. To the extent possible, normal attrition will be used to reduce the number of positions in the area involved.
- b. If further reductions are needed, the Reading School District shall lay off employees in reverse order of seniority, provided that only qualified employees are retained. However, if a less senior employee can be shown to be clearly superior to a more senior employee considering qualifications appropriate for the type of position remaining, then the less senior employee may be retained. The Reading School District shall not act in an arbitrary or capricious manner. Such decision is not subject to the grievance process.
- c. A seniority list will be compiled by July 1 of each year. A copy will be posted in each school building and a copy will be sent to the Association President.

Section 3

The decision of the Reading School District shall not be subject to the grievance procedure and arbitration provisions of the Agreement except as to the question of (1) whether or not the Reading School District looked at the aforementioned criteria and (2) whether or not the decision of the Reading School District was predicated upon those criteria. In the event the arbitrator finds that the Reading School District did not look at the aforementioned criteria or that the decision of the Reading School District was not predicated upon these criteria, the sole remedy available to the arbitrator shall be to refer the case back to the Reading School District for consideration in accordance with this article. The arbitrator shall not under any circumstances substitute his or her judgment for that of the Reading School District. The weight to be given the aforementioned factors, if any, is a matter solely for the Reading School District.

Section 4

The Superintendent, or his/her designee, will make every effort to notify employees whose employment is to be terminated effective at the end of the school year no later than May 15 of the work year at the end of which their employment is to be terminated. If the reduction in force occurs during the school year, the employees affected shall receive thirty (30) calendar days notice.

Section 5

Employees whose employment is so terminated will be considered for re-employment by the Reading School District in the inverse order of their termination during a period of twenty-seven (27) months from the effective date of their termination, if they inform the Superintendent in writing within thirty (30) days of their termination of their desire to be so considered. An employee who declines a position shall be placed at the bottom of the recall list. If each person on the recall list refused the position offered, the Reading School District may hire from outside the system.

Section 6

Employees whose positions are eliminated or reduced who are re-employed by the Reading School District within said twenty-seven (27) months after their termination under the provisions of this article, shall have restored to them all benefits they had accumulated at the time of said termination.

Section 7

A certified letter sent to the last address on file at the Superintendent's office shall constitute recall notice. Failure to reply in writing within fourteen (14) calendar days shall result in placement at the bottom of the recall list.

Section 8

If two (2) or more employees are laid off effective the same date, for purposes of recall their order of recall shall be according to seniority.

Section 9

The Superintendent or his designee shall consult with affected employees and a representative (s) of the Association to attempt to amicably determine reassignment and shall give serious consideration to their requests. The Superintendent has the final responsibility and authority to make reassignments.

**ARTICLE 15
DEFINITIONS**

Section 1

Seniority: The total length of service as a full time secretary with the Reading School Department.

Section 2

Continuous Service: Time worked for the Town of Reading and Reading School Department including paid leaves of absence, but excluding unpaid leaves of absence. Time worked shall include only years in which the employee works at least twenty (20) hours per week and shall be prorated for employees who work less than fifty-two (52) weeks a year or forty (40) hours a week.

**ARTICLE 16
LONGEVITY**

Section 1

Secretarial employees hired before July 1, 1995 shall receive in addition to their regular pay, longevity pay in accordance with the schedule below. An employee who was a member of any Reading Public Schools bargaining unit prior to July 1, 1995 and was eligible for longevity under their previous bargaining unit agreement and transferred to the secretarial unit after July 1, 1995 but prior to July 1, 2005, shall receive longevity pay in accordance with the schedule

below. Such payments shall commence as of the 2005-06 school year and shall not include any retroactive longevity payments for prior years.

Full Year (52 Week) Employees

| | |
|--|----------|
| Upon completion of five (5) years continuous service | \$250.00 |
| Upon completion of ten (10) years continuous service | \$350.00 |
| Upon completion of fifteen (15) years continuous service | \$450.00 |
| Upon completion of twenty (20) years continuous service | \$550.00 |
| Upon completion of twenty-five (25) years continuous service | \$650.00 |

School Year (41 and 43 Week) Employees

| | |
|--|----------|
| Upon completion of five (5) years continuous service | \$208.33 |
| Upon completion of ten (10) years continuous service | \$291.66 |
| Upon completion of fifteen (15) years continuous service | \$375.00 |
| Upon completion of twenty (20) years continuous service | \$458.32 |
| Upon completion of twenty-five (25) years continuous service | \$541.00 |

Section 2

Longevity will be paid to an employee in his last year of employment prior to retirement or resignation if he/she has worked through his/her actual permanent appointment anniversary date.

**ARTICLE 17
PERFORMANCE EVALUATION**

Employees may be evaluated annually. All monitoring and observation of the work performance of an employee will be conducted openly and with full knowledge of the employee. Employees will be given a copy of any evaluation prepared by their supervisor and will have the right to discuss this evaluation with their supervisor. A supervisor is required to confer with any employee whose service has been rated unsatisfactory in any respect, explain the rating, and plan cooperatively for improvement. The employee shall sign the evaluation to indicate having received a copy. The employee may attach comments to the evaluation.

The parties agree to form a joint labor management committee to develop a new employee evaluation tool and process to be completed by the end of 2014-15 and implemented beginning in 2015-16.

Employees may upon reasonable request review and copy the contents of their personnel file. 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. The employee will sign such material to indicate having reviewed it.

The employee also may attach comments to such material. In no way does the employee's signature referred to in this article indicate agreement with that which was signed.

**ARTICLE 18
DISCIPLINE/DISCHARGE**

Employees recognize that a primary purpose of their employment is to provide services of the highest possible quality to children in the schools of Reading.

No member of the bargaining unit shall be disciplined or discharged without just cause. Just cause could include, but is not limited to, insubordination, incapacity or refusal to perform the duties normally prescribed for school department secretaries.

**ARTICLE 19
GRIEVANCE PROCEDURE**

Section 1

A "grievance" shall mean a complaint by a secretary that there has been a violation, misinterpretation or misapplication of any of the provisions of this agreement.

Section 2

The purpose of the grievance procedure is to produce prompt and equitable solutions in an atmosphere of informality and confidentiality. Nothing herein shall prevent an individual from presenting his/her grievance.

Section 3

Grievances shall be processed as follows:

- Level 1 The grievance shall be presented orally to the appropriate principal or other immediate supervisor.
- Level 2 Within seven (7) school days after oral presentation at Level 1, an unresolved grievance shall be submitted in writing stating the specific contract violation (s) to the Superintendent or his designee, who shall meet with the employee and not more than three (3) Association representatives within ten (10) school days after such submission. The Superintendent shall give his written answer within five (5) school days after such meeting.
- Level 3 Within fifteen (15) school days after such meeting, the Association, and not an individual employee, may submit an unresolved grievance to arbitration. Submission shall be by letter, postage prepaid, with a contemporaneously postmarked copy to the Committee via the Superintendent.

Section 4

The arbitrator shall be selected and the arbitration shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association and the cost shall be equally shared by the parties. The expense of its own presentations shall be borne by each party.

Section 5

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves the meaning, interpretation or application of an express provision of this contract. The arbitrator shall have no power to alter, add to, subtract from, or modify any provision of this Agreement. The parties are agreed that no restrictions are intended on the powers of the Reading School District except those set forth in the language of this Agreement.

Section 6

Notwithstanding anything to the contrary provision of this Agreement, no provision of this Agreement shall be deemed to require the Reading School District to hire any particular number or kind of secretaries or to maintain any level of staffing nor shall any arbitrator have the power to order the hiring of any kind or number of secretaries or clerks as a consequence of any violation of this Agreement. This provision shall not be deemed to restrict any arbitrator from ordering the reinstatement of any employee in any case dealing with the question of just cause for dismissal.

Section 7

The arbitrator shall be without power to impose a personal financial obligation on any present or future member of the Reading School District.

Section 8

The arbitration award shall be final and binding on the Reading School District, the Association, and on individual employees.

Section 9

General

- a. A grievance shall be deemed waived unless:
 1. Presented at Level 1 or, in the case of a class grievance, at Level 2, within twenty (20) school days after the event or condition leading to the grievance or within twenty (20) school days after knowledge or reason to know thereof, or
 2. Submitted to the next higher step in the grievance procedure within the time limits specified therefore at each level. Such time limits may be extended by mutual agreement in writing.
- b. In any instance where an employee submits a grievance without Association representation, the Association shall have the right to be heard and to be present, and the resolution of the grievance shall be consistent with the terms of this Agreement.
- c. Grievances affecting a group or class of secretaries or otherwise appropriate for direct submission at Level 2 may be so submitted at the discretion of the Association. In such event the Superintendent may invite the principal (s) involved to be present at the meeting with the individual and the Association representative.

- d. No reprisals against employees will be taken for filing grievances or for participating in the grievance procedure, nor shall any personnel record be maintained for any such purpose.
- e. In the event that a grievance cannot be processed during regular working hours, provided that there is no interference with the assigned or scheduled duties of the personnel involved.
- f. Evidence newly discovered between levels will be presented to the person who heard the grievance at the earlier level. Such new evidence shall be presented at the earliest reasonable opportunity whenever possible in an effort to resolve the grievance prior to its being heard at the next level.
- g. When it is necessary for the grievant and or representative of the Association to attend an arbitration hearing held during the school day, not more than two (2) such employees per hearing will be released from duty with pay.
- h. Grievance meetings and hearings shall be closed to the public and press.

ARTICLE 20 TUITION REIMBURSEMENT

An employee who has completed the probationary period shall be eligible for one hundred percent (100%) tuition reimbursement up to an annual maximum of one thousand (1,000) dollars per employee, upon satisfactory completion of a job-related course, program, seminar or other professional growth activity related to any job listed within Appendix A with prior approval by the building principal/Director and the Superintendent or his/her designee.

The Reading School District's maximum expenditure for the bargaining unit in any contract year (fiscal year) shall not exceed eight thousand (8,000) dollars to be put aside in the Superintendent's accounts for tuition reimbursement.

The above maximums may be raised by the Superintendent with the permission of the School Committee.

ARTICLE 21 SECRETARY PROTECTION

- A. 1. Principals and secretaries shall be required to report in writing to the Superintendent any case of assault, or injury resulting there from, arising in connection with their employment. The Superintendent shall acknowledge receipt of such report and shall report this information to the Committee. The principal or immediate supervisor will promptly report the incident to proper law enforcement authorities in the event such report has not been made.
- 2. Alleged incidents of assault or injuries resulting there from shall be promptly investigated by the secretary's principal/supervisor and the Superintendent or his designee. A written report of this investigation shall be forwarded to the Committee. Such report or any subsequently acquired information relating to the incident shall be released upon the request of the teacher or any party to the incident.

- B. The Superintendent shall grant personal injury leave not exceeding five (5) days, without loss of pay and not deducted from sick leave to a secretary who is the physically injured victim of an assault during the course of employment, where such incident involved neither contributory negligence nor misconduct by the secretary. In instances in which injuries covered by this section incapacitate a secretary for more than five (5) calendar days he or she may apply for Workers' Compensation benefits under General Laws Chapter 152. Additionally, under Ch. 152, S. 69, a secretary who is entitled to sick time may use their eligible sick time to supplement their workers' compensation benefits to result in payment of their full wages. No benefits provided under this section shall extend beyond the termination date specified in the duration clause of this agreement.
- D. Upon written request, the Superintendent will arrange for the Association to inspect, or copy at its expense, any insurance policies maintained by the Town covering secretary liability and/or indemnity.

The Committee recognizes health and safety concerns to be the highest priority and will address, with reasonable promptness, any such concerns brought to its attention by the Association toward the end of taking necessary corrective action. Nothing contained in the previous sentence, however, shall be deemed to require the Committee to take any action, not otherwise required, by applicable Federal or State Health and Safety Laws and Regulations.

ARTICLE 22 GENERAL

Section 1

Neither the Association, nor any employee covered by this Agreement shall engage in, induce, encourage or condone any strike, work stoppage, slowdown, or the withholding of any service on the part of the Association or any employee covered by this Agreement.

Section 2

The Association and the Reading School District agree that all employees shall be protected in the exercise of the right freely and without fear of penalty or reprisal, to participate in the Association or its activities, or to refrain from such association or activity.

Section 3

The Association and the Reading School District agree not to discriminate against an employee because of race, color, sex, religion, national origin, sexual orientation, age, or disability.

Section 4

If any Article or Section of this Agreement is contrary to any federal or state status or regulation, said Article or Section shall be deemed invalid, but the remainder of the Agreement shall remain in full force and effect.

Section 5

Employees of this bargaining unit who are directed by the Principal to attend a professional development course or workshop etc. will be compensated for the time at their regular rate if the number of hours goes beyond the regular work day.

Section 6

There shall be two days available to the bargaining unit for the purpose of attending local, state, or national meetings of their union. The Association shall give 24 hours notice to the appropriate supervisor of the intention to take an Association day. The use of these days shall be determined by the Association president. The Association agrees to pay any costs associated with providing any substitute coverage for the employee, if required.

Section 7

The Director of Nurses or his/her designee shall call the building to inform of coverage when a building nurse is absent. Secretaries shall not be responsible for the nurse's duties, substitute teaching, or covering a classroom.

**ARTICLE 23
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term. This agreement shall remain in full force and effect until a successor agreement is reached.

The parties acknowledge that during the bargaining which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties, after the exercise of that right, and opportunity, are set forth in this agreement. Therefore, the Reading School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or not settled during bargaining, or any other subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. Such matters shall not be subject to the grievance procedure.

**ARTICLE 24
DURATION**

This Agreement shall be in effect from July 1, 2014, to and including June 30, 2017. On or after January 1, 2017, either party may request negotiations for a successor agreement, whereupon negotiations shall commence forthwith.

FOR THE
READING SCHOOL COMMITTEE



Dated:

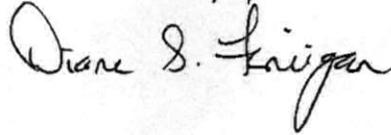
7-21-14

FOR THE
READING ADMINISTRATIVE
SECRETARIES' ASSOCIATION



Dated:

7/21/14



**APPENDIX A
SALARY SCHEDULE**

| | 7/1/2014 2.5% | | 7/1/2015 2.5% | | 7/1/2016 2.5% |
|----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|
| LEVEL A | | | | | |
| Step 1 | 17.51 | | | | |
| Step 2 | 18.40 | Step 1 | 18.86 | Step 1 | 19.33 |
| Step 3 | 19.11 | Step 2 | 19.58 | Step 2 | 20.07 |
| Step 4 | 19.72 | Step 3 | 20.21 | Step 3 | 20.72 |
| Step 5 | 20.41 | Step 4 | 20.92 | Step 4 | 21.44 |
| Step 6 | 20.73 | Step 5 | 21.24 | Step 5 | 21.77 |
| Step 7 | 21.02 | Step 6 | 21.55 | Step 6 | 22.09 |
| Step 8 | 21.32 | Step 7 | 21.85 | Step 7 | 22.40 |
| | | Step 8 | 22.15 | Step 8 | 22.70 |
| LEVEL B | | | | | |
| Step 1 | 16.53 | | | | |
| Step 2 | 17.30 | Step 1 | 17.73 | Step 1 | 18.17 |
| Step 3 | 17.90 | Step 2 | 18.35 | Step 2 | 18.80 |
| Step 4 | 18.52 | Step 3 | 18.98 | Step 3 | 19.46 |
| Step 5 | 19.24 | Step 4 | 19.72 | Step 4 | 20.21 |
| Step 6 | 19.59 | Step 5 | 20.08 | Step 5 | 20.58 |
| Step 7 | 19.88 | Step 6 | 20.38 | Step 6 | 20.89 |
| Step 8 | 20.19 | Step 7 | 20.69 | Step 7 | 21.21 |
| | | Step 8 | 21.01 | Step 8 | 21.53 |

Level A --- High School Principal Secretary, Elementary School Secretary, Health/Athletic Secretary, Maintenance Secretary, Middle School Principal Secretary, Cafeteria Secretary

Level B --- HS Assistant Principal Secretary, RISE/Special Education Secretary, HS Guidance Secretary, Attendance Secretary