

**A G R E E M E N T**

**between the**

**NEWTON SCHOOL COMMITTEE**

**and the**

**NEWTON EDUCATIONAL SECRETARIES ASSOCIATION**

**September 1, 2019 - August 31, 2020**

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This AGREEMENT is made and entered into by and between the **Newton School Committee** (hereinafter referred to as the Committee or the Employer) and the **Newton Educational Secretaries Association** (hereinafter referred to as the Association), pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

## **PREAMBLE**

**WHEREAS** Chapter 150E of the General Laws of the Commonwealth of Massachusetts grants to the employees represented by the Association the right to bargain collectively with the Committee through representatives of their own choosing; and

**WHEREAS** both parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually agree as follows:

## **ARTICLE I** **RECOGNITION**

The Committee recognizes the Association as the sole and exclusive collective bargaining agent for all full-time and part-time secretarial and clerical employees who are employed in the Newton Public School System, excluding the Secretary to the Superintendent, the Secretary to the School Committee, the Secretary to the Executive Secretary to the School Committee, and those persons who are participating in a work-study program.

## **ARTICLE II** **COMMITTEE RIGHTS**

Section 1. The Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the General Laws or rules and/or regulations of the Commonwealth of Massachusetts. The Committee retains those rights, powers and duties it now has, may be granted, or have conferred upon it by the General Laws of the Commonwealth. Except as abridged or modified by a term of this Agreement, the exercise of these rights shall be final and binding.

Section 2. The Association agrees that the Committee has complete authority over the policies and administration of all school departments which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the

establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of school operations vested by law in the employer is in the province of the Committee, except as abridged or modified by a term of this Agreement.

### **ARTICLE III** **ASSOCIATION ACTIVITY**

Section 1. No employee in the bargaining unit shall be discriminated against in any way on account of her/his membership in and/or activities in behalf of the Association; however, this shall not prevent the evaluation of a person holding a position in the Association from being conducted in the same way as all other employees in the bargaining unit are evaluated. An employee shall have the right to refrain from membership in and/or activities in behalf of the Association, except to the extent that such rights may be affected by an agency service fee agreement.

Section 2. The Committee will deal only with authorized representatives of the Association with respect to any matters pertaining to the administration of this Agreement or otherwise relating to the process of collective bargaining. The Association shall furnish the Committee with a list containing the names of its authorized representatives with whom the Committee will be obligated to deal. The Association shall notify the Committee of any changes in said list of its authorized representatives.

Section 3. The Association will have the right to use school buildings at reasonable times for meetings, subject to safety requirements and availability. The Association will be required to pay for any additional custodial costs involved by reason of said meetings, except that a maximum of two meetings in each school year shall be authorized without custodial costs to the Association. The Association will follow the Committee's regular procedure in filing a request for each use of a building.

Section 4. During working hours, representatives of the Association shall be allowed time off with pay for these purposes:

- a. Attendance at grievance meetings with management and at arbitration hearings. For these meetings, a maximum of three (3) representatives, including the grievant, will be allowed to attend without loss of pay.
- b. Attendance at collective bargaining meetings with management. For these meetings, a maximum of six (6) representatives will be allowed to attend without loss of pay.

Section 5. Any Secretary who is called into a meeting with the Assistant Superintendent for Human Resources (other than a meeting with a secretary in Human Resources that has to do with her/his regular job duties and responsibilities) shall be notified in advance of the general subject matter to be discussed at the meeting and, if that general subject matter involves a reasonable belief by the Secretary that disciplinary action may be taken against her/him as a result of the meeting, she/he may, at her/his option, be accompanied at the meeting by a representative of the Association.

**ARTICLE IV**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Preamble and Definitions**

Section 1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to those problems which may arise from time to time and which affect the welfare or working conditions of the members of the bargaining unit. Both parties agree that the grievance procedure should be kept as informal and confidential as may be appropriate. Nothing herein contained shall be construed to prevent any employee from informally discussing any matter, including a possible grievance, with her/his immediate superior provided that no informal resolution of a grievance shall be inconsistent with the terms of this Agreement.

Section 2. Grievances within the meaning of the grievance procedure shall consist only of disputes about wages, hours of work and working conditions, as provided in this Agreement; about the meaning, interpretation and application of this Agreement; and about alleged violations of this Agreement.

**Grievance Procedure**

Step 1.

Any employee who has a grievance which she/he has been unable to resolve informally with her/his immediate supervisor or which she/he has chosen not to take up with her/his immediate supervisor may, if she/he desires to pursue it further, submit it to the Association's Grievance Committee in such form as the Grievance Committee may from time to time determine.

Step 2.

If the Grievance Committee determines that an employee's grievance or a grievance involving two or more employees having different immediate supervisors or a grievance involving the Association and/or all or a substantial number of the members of the bargaining unit is meritorious, the Grievance Committee shall submit the grievance to the

Director of Human Resources. The grievance shall be submitted on the form attached hereto as Appendix B within twenty (20) calendar days of the incident upon which the grievance is based; otherwise, the grievance is waived. The Director of Human Resources shall meet with the Grievance Committee (or with its representatives) and, where the Grievance Committee deems it appropriate, with the aggrieved employee or employees, to discuss the grievance within one (1) week after its submission. The Director of Human Resources shall respond to the grievance in writing within one (1) week after said meeting.

Step 3.

If the grievance is not resolved at Step 2, then within two weeks after the Grievance Committee's receipt of the response of the Assistant Superintendent for Human Resources, it may be submitted to the Employer. If the Grievance Committee so requests, the Employer may, in its discretion, meet with the representatives of the Grievance Committee and, if the Grievance Committee deems it appropriate, with the aggrieved employee or employees to discuss the grievance. In any event, the Employer shall respond to the grievance in writing within thirty (30) days after the submission of the grievance to it, except in the case of grievances submitted to it between June 15 and August 15. In such instances, the Employer's written response will be supplied by September 30 at the latest.

Step 4.

If the grievance is not resolved at Step 3, then within thirty (30) days after its receipt of the Employer's response, the Grievance Committee may refer the grievance to the American Arbitration Association (AAA) for arbitration.

**Time Limits.** It is understood that it is in the interest of both parties to process grievances as rapidly as possible. Accordingly, the time limits specified herein should be considered as maximums and, wherever possible, responses to grievances or referrals to the next step must be submitted prior to the expiration of the time limits. Failure of the Association to file a grievance or to refer a grievance to the next step within the specified time limit shall constitute waiver of the grievance, and failure by the Employer to respond to the grievance within the specified time limit shall entitle the Association to take the required steps to bring the grievance to the next level. However, any time limit specified herein may be extended by mutual agreement in writing.

**Arbitration**

Section 1. The arbitration proceeding shall be conducted by the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator may not add to, subtract from, modify, or alter any provision of this Agreement.

Section 2. The expense for the arbitrator's service and the proceedings shall be borne equally by the Committee and the Association. 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. Matters which may be reviewed by the Civil Service Commission, the City of Newton Retirement Board, or any matter involving the dismissal of a permanent employee, which may be reviewed by the Civil Service Commission or by a court of competent jurisdiction, shall not be subject to this grievance and arbitration procedure unless the employee involved elects to contest her/his dismissal or other matter pursuant to the provisions of this Article within ten (10) working days from the date of her/his dismissal or other grievable matter, in which case her/his exclusive remedy shall be under the contractual grievance and arbitration procedure.

**ARTICLE V**  
**NO STRIKE - NO LOCKOUT**

Members of the Association shall not engage in any strike, sitdown, slowdown or work stoppage during the life of this Agreement, and the Committee will not engage in any lockout during the life of this Agreement.

**ARTICLE VI**  
**SALARIES AND CLASSIFICATIONS**

Section 1.

- A. The salary schedules in Appendix A shall govern salaries for members of the bargaining unit.
- B. Before the application of the first base salary increase, the Salary Schedule shall be amended as follows:
  - 1. Step 1 shall be eliminated on the first day of the Contract.
  - 2. The existing Steps 2 – 11 shall become the new Steps 1 – 10. All returning Members shall crosswalk to a Step one (1) lower than their prior Step. Their salary amount will remain the same. For example, a Member on Step 2 will crosswalk to the new Step 1 after renumbering. New hires will be placed in the renumbered schedule in accordance with Article VI, Section 3 of the Contract.

- C. Midway through the 2019 – 2020 contract year (March/Feb.), and in conjunction with step increases, the Salary Schedule shall be amended as follows:
  - 1. The differentials between the new Steps 1 and 2 and Steps 2 and 3 shall be equalized.
  - 2. Step 6 shall be eliminated and Step 7 shall become the new Step 6.
  - 3. Steps 8 and 9 shall be eliminated and Step 10 shall become the new Step 7.
  - 4. For step increases: Employees eligible for a step increase on prior Step 5 and Step 6 shall crosswalk to the new Step 6 (prior Step 7). Employees eligible for a step increase on prior Steps 7 through 9 shall crosswalk to the new Step 7 (prior Step 10).
  
- D. The top step salary shall be increased midway through the 2019 – 2020 contract year (March/Feb.) by the following amounts:
  - 1. FY20. One new top step (Step 8) shall be created at a two percent (2.0%) increase over the new Step 7. Employees on prior Step 10 shall crosswalk to the new Step 8 with the 2.0% increase.
  
- E. The following COLA increases will be applied to the entire Salary Schedule as of the first day of the months indicated below:
  - 1. FY20. Two percent (2.0%) (1.7% Sept. and 0.3% March/Feb.)

\*The February 1 increases shall be applicable to all 10 month and Elementary Secretaries. The March 1 increases shall be applicable to all other Secretaries.
  
- F. All eligible employees will move to their next step on each March 1<sup>st</sup> (except that 10-month and Elementary employees will move on February 1) and will continue to step annually until they reach Step 8.

Section 2. In computing years of experience in Newton, regular part-time work will be credited equally with full-time work. Years of experience are based on work which begins between September first and March first. A secretary employed after March first will not be given credit for that school year, but will remain on her/his initial salary step for the school year beginning September next. Regular part-time employees will advance on the salary schedules by one step per year, as do full-time employees.

Section 3. The following procedures shall be used in employing a new member of the bargaining unit:

- a. Placement on the salary schedule will be determined by the District, giving due consideration to past experience, education, training, other qualifications, and market conditions.
- b. Ordinarily, salary scale credit shall be given for years of relevant full-time experience, as determined by the District, as follows:

<u>Experience</u>	<u>Step</u>
0-3 years	1
4-6 years	2
7+ years	3

- c. The District may depart from the above by making a higher step placement when in its judgment the circumstances require, based upon the exceptional qualifications of the candidate, market conditions, or other factors that the District considers significant. The District's determination regarding step placement is final and not subject to challenge via the grievance and arbitration procedure, except that the Association may grieve the initial placement of an employee at a step lower than the minimum step placements indicated above, provided that the grievance is filed within twenty (20) calendar days of the employee's date of hire.
- d. The employee shall be paid in accordance with the classification of the position for which the employee is being employed. Part-time employees will be paid whatever portion of a full salary their hours represent compared to a full-time schedule.

Section 4. Employees who are promoted shall be placed on the same step of the salary schedule for their new position that they would have been on had they remained in their former position.

Section 5. On those occasions when a secretary or an administrator requests that a particular position be reclassified, such requests shall be considered by the Joint Committee on Position Classification, consisting of three (3) members designated by the Association and three (3) members designated by the Committee. The Joint Committee shall review each request and shall issue its determination(s) thereon within thirty (30) days of the first meeting of the Joint Committee on that particular request.

Section 6. A secretary who is placed in a permanent position shall take and pass the appropriate examination at the next examination date announced by the Civil Service Commission.

Section 7. In the event that organizational requirements mandate that a secretary in a higher grade be assigned to a twelve-month position in a lower grade, the following provisions shall be applicable:

- a. The secretary shall maintain her/his title and status.
- b. The secretary shall continue to be paid at the applicable higher rate.
- c. The secretary shall be given consideration for any promotional position that becomes vacant or is newly created while she/he is serving in the lower grade position.
- d. If the secretary is still assigned to the lower grade position after twelve months, the Committee and the Association shall meet to review the situation and mutually determine what action, including a continuation of the status quo, should be taken.

Section 8. Whenever a retired secretary works as a substitute, she/he shall be paid at the maximum rate in effect for her/his classification at the time the substitute work is performed.

Section 9. Whenever a secretary in a higher grade is absent for any reason for four (4) consecutive days or longer and a secretary in a lower classification has been designated by the Assistant Superintendent for Human Resources to serve as the acting secretary in the higher grade during her/his absence, the secretary providing the coverage shall be compensated on the salary schedule of the covered position at her/his current step for all time spent covering the higher position.

Section 10. Staffing: In order to allow the Committee to align the secretarial staff and workload more efficiently and effectively during peak periods, the position of floater shall be established. The floater shall be a regular full-time or part-time position within the bargaining unit that shall be compensated according to the salary schedule of either the Elementary Executive Secretaries or the Senior Secretaries, depending upon where a particular floater is assigned. The Ad Hoc Committee on Staffing shall meet periodically during the term of this Agreement to continue their discussion of staffing issues, including workload and the effective use of the floater position.

Section 11. Longevity. Each full-time bargaining unit member, whether employed on a ten-month basis or a twelve-month basis, and each part-time bargaining unit member who is employed at least twenty (20) hours per week shall receive longevity

payments based on the following schedule:

<b>Years of service</b>	<b>Amount</b>
after 10	\$1,000
after 15	\$1,950
after 20	\$2,200
after 25	\$2,450

All bargaining unit members who are eligible for longevity will receive their longevity payments in a lump sum payment on a single day to be designated by the Committee during the month in which the anniversary date of their employment occurs. A separate longevity check will be issued. Employees who resign or retire effective on or before their anniversary date in a given year shall be paid a pro-rated longevity payment as of that date, provided that they have met the longevity requirements of accumulated service noted above.

## **ARTICLE VII** **DAYS AND HOURS OF WORK**

Section 1. The number of weeks of work in the work year (September 1 through August 31) for twelve-month employees shall not exceed forty-eight (48).

Section 2. The work year for ten-month employees shall consist of the 180 days that students attend school plus 10 additional days. Ten-month employees shall be paid for 216 days, which includes fifteen (15) paid vacation days. School days cancelled due to inclement weather shall be made up in June or as determined by the Committee.

The work year for Elementary Executive Secretaries shall consist of the 180 days that students attend school plus 15 additional days. Elementary Executive Secretaries shall be paid for 221 days, which includes fifteen (15) paid vacation days and all of the holidays that ten-month employees receive under Article VIII, Sect. 2.

Section 3. The regular work week shall be thirty-seven and one-half (37½) hours, consisting of five seven and one-half (7½) hour days, Monday through Friday.

Section 4. The regularly scheduled hours of work for all employees shall occur between 7:00 AM and 5:00 PM and shall include a duty-free lunch period. Each group's hours within the said limits shall be determined by the Principal or Division Head in charge of that group after consultation with the members of that group. However, no group's hours may be changed during the school year without the consent of the Association.

Section 5.

- A. Any employee who is requested to work in excess of her/his regularly scheduled hours on any day shall receive compensatory time for work hours at the mutual convenience of the employee and her/his supervisor or she/he shall be paid for such hours at her/his regular straight time rate for up to 40 hours in a given week and at the rate of one and one-half times her/his regular straight time hourly rate after 40 hours. Compensatory time shall be computed on a straight time basis for up to 40 hours in a week and at the rate of time and one-half after 40 hours. In the event that the foregoing clause should be determined to be inconsistent with the Fair Labor Standards Act, it shall be modified to conform to that law.
  
- B. The decision to approve overtime work shall be made at the building level by the principal or, at the Ed Center, by a Central Staff member. The principal or Central Staff member shall decide whether the overtime shall be worked for pay or for comp time. If the overtime is to be worked for comp time, the specific comp time must be agreed upon in advance and must also be available for the secretary to take within 60 days, unless she/he wishes to 'bank' the comp time. If no time is reasonably available within 60 days for the secretary to take comp time and she/he does not wish to 'bank' the time, she/he shall be paid for the authorized overtime. Records of overtime approved and comp time earned shall be maintained by each principal or appropriate member of the Central Staff.

Section 6. During the summer vacation, regular full-time employees and Elementary Executive Secretaries shall work a 32.5 hour week instead of the usual 37.5 hour week that they work during the school year. Normally, the summer work day shall start at the same time as during the school year and end one (1) hour earlier. If a secretary and her/his immediate supervisor and the central staff supervisor agree, some alternative restructuring of the summer hours may be implemented provided that the summer workday consists of 6.5 hours between the hours of 7:00 a.m. and 5:00 p.m. The regular (non-summer) hours for all secretaries shall resume on the fifth (5<sup>th</sup>) work day before the first day of school for students, except when the first day of school for students is before Labor Day, in which case, the regular (non-summer) hours shall resume on the third (3<sup>rd</sup>) work day before the first day of school for students.

Section 7. When extenuating circumstances are brought to the parties' attention and where it will not adversely affect either the performance or the allocation of the required work in any office or school, a flexible work schedule for one or more of the secretaries in any such office or school may be developed by the secretary, her/his immediate supervisor, and the central staff supervisor.

Section 8. The Committee expects secretaries to have a duty-free lunch period every day. If a secretary is asked by her/his supervisor to work either during her/his lunch

period or otherwise in excess of her/his regularly scheduled hours on any day, she/he shall receive either compensatory time off or compensation for any such missed lunch period or other excess hours computed in accordance with Section 5 of this Article.

Section 9. The work year of the Elementary Executive Secretaries shall be 195 days. The Elementary Executive Secretaries shall work the 180 days of the school year, the 5 days immediately following the end of the school year and the 10 days immediately preceding the start of the next school year, unless some other summer work schedule is mutually agreed upon in advance between the Elementary Executive and her/his Principal, provided that no Elementary Executive's work year shall exceed 195 days.

Section 10. At the start of each school year, the Committee shall inform all of its Principals and other Supervisors in writing of the contractual hours of work of their Secretaries. A copy of the Committee's written notification shall be simultaneously provided to the president of NESA.

## **ARTICLE VIII** **HOLIDAYS**

Section 1. The following days shall be paid holidays:

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

Section 2. All twelve-month employees shall be granted each of the above holidays off without loss of pay. All ten-month employees shall be granted off without loss of pay those holidays which fall within a period in which they are employed, except that all ten-month secretaries shall receive holiday pay for both Christmas and New Year's Day, whether or not one or both of these holidays fall(s) within a period in which they are employed. It is further understood that ten-month secretaries will be paid for Presidents' Day and/or Patriots' Day if they are ever required to work during the week(s) in which these holidays fall.

Section 3. If Good Friday or any Jewish holy day or any other such day is declared by the Committee to be a no-school day, then all employees covered by this Agreement shall be granted those days off without loss of pay.

Section 4. Any of the aforementioned holidays which fall on a Saturday shall be observed on the preceding Friday. If it is determined that in order to conduct the business of the School Department it is necessary that some or all of the School Department's offices remain open on such days, then as many employees as possible will be permitted to take the Friday before the holiday off, and the offices will be staffed by a skeleton force. Those employees who are required to work on such days will be given a compensatory day off on a date to be agreed upon with their immediate superior.

Section 5. In addition to the holidays listed in Section 1 above, each member of the bargaining unit will receive one (1) floating holiday per year, which may be taken with one week's notice and the approval of the employee's supervisor, which shall not be unreasonably withheld.

## **ARTICLE IX** **VACATION**

Section 1. All full-time employees employed on a twelve-month basis shall, after eleven months of service, be entitled to an annual vacation of four (4) weeks. In cases of employment for less than eleven months, the vacation period will be pro-rated. All part-time employees paid on a twelve-month basis shall, after eleven months of service, be entitled to an annual vacation of four (4) weeks prorated to his/her FTE. After five years of service, all such part-time employees shall be entitled to an annual vacation of three (3) weeks.

Section 2. All ten-month and Elementary Secretaries shall be entitled to an annual paid vacation-consisting of the vacation periods during the school year.

Section 3. In the three major school vacation periods, the twelve-month employees shall have a total of six (6) days off with pay. The six days are in addition to any paid holiday or religious days listed in Article VIII, Sections 1 and 3 of this Agreement. The arrangement of vacation days for secretaries must fit the work demands of the particular office as determined by the principal or division head. Ordinarily, the six days are to be taken during the time of the major school vacation periods. However, if deemed necessary by the principal or the division head, the vacation days may be postponed to later in the year.

Section 4. Unused vacation time cannot be carried over from one school year to the next except when the administration requests it or when the employee requests it and permission is granted by the Assistant Superintendent for Human Resources or his designee. Permission will not be unreasonably denied. In no event can vacation be carried over for more than one year.

**ARTICLE X**  
**SICK LEAVE**

Section 1. Every regular employee of the Newton School Committee covered by this Agreement shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by illness or injury.

Section 2. After fifteen years' service, an employee shall begin each successive year with a minimum of fifteen days' sick leave plus one day for each year of service; after twenty-five years' service, an employee shall begin each successive year with a minimum of fifteen days' sick leave plus two days for each year of service.

Section 3. Accrued unused sick leave shall not increase by more than fifteen days each year.

Section 4. Except as provided in Section 3, unused sick leave will accumulate from year to year without limitation.

Section 5. Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury, except that an employee covered by this Agreement may use up to seven (7) sick days annually for an immediate family member's illness or injury.

Section 6. Once a year, on or before September 30, each employee will be furnished information showing the employee's sick leave accumulation.

Section 7. An employee will earn and receive credit for fifteen (15) days' sick leave in a particular school year upon reporting for work and performing a minimum of (1) full day's service at the beginning of that school year.

Section 8. Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment in Newton (or elsewhere) will be allowed to any person newly hired or rehired after a termination in service.

Section 9. When an employee's own sick leave days have been exhausted and when she/he is no longer eligible to receive any more days from the sick leave bank, deductions from her/his salary shall be computed as follows for each day of absence:

- a. Twelve-month employees      1/261 of her/his annual salary
- b. Ten-month employees          1/211 of her/his annual salary
- c. Ten-month employees with      1/216 of her/his annual salary  
more than 5 years

- d. Elem. Executive Secretary 1/216 of her/his annual salary
- e. Elem. Executive Secretary 1/221 of her/his annual salary  
with more than 5 years

**Section 10. Sick Leave Bank:**

- a. A Sick Leave Bank shall be established for use by eligible members of the secretarial staff covered by this Agreement who, as a result of a serious illness, have exhausted their own sick leave.
- b. Newly-hired employees shall contribute one (1) day of their first year's sick leave to the Sick Leave Bank upon the commencement of their employment.
- c. All days in the Sick Leave Bank at the end of each contract year shall be carried over into the next contract year. Whenever the number of days in the Sick Leave Bank drops to ten (10), the Bank shall be replenished by the automatic contribution of one (1) day from the sick leave accumulation of all members of the bargaining unit as of that date.
- d. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed ten (10) days.
- e. Upon completion of the said ten (10) day period, the period of entitlement may be extended by the Sick Leave Bank Committee for up to ten (10) more days upon demonstration of need by the applicant. This process may be repeated as often as is necessary provided that the applicant is able to demonstrate her/his continued need to the satisfaction of the Sick Leave Bank Committee upon completion of each ten-day period.
- f. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four members. Two (2) members shall be designated by the Employer to serve at its discretion, and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Bank Committee in administering the Bank and in determining eligibility and amount of leave:
  - 1) Adequate medical evidence of serious illness;
  - 2) Prior utilization of all eligible sick leave; or
  - 3) Anticipated need for additional sick leave days during the remainder of the year based upon guidelines to be adopted by the Committee.

All members of the Sick Leave Bank Committee shall be provided with such access to available records as is necessary to permit them to make a well-informed judgment in each case. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

Section 11. The sick leave days provided by this Article shall not be applicable to days on which an employee is absent due to a work-related injury or illness covered by workers' compensation insurance except that an employee who is unable to work due to a work-related disability may, at her/his option, draw upon her/his sick leave days in order to make up the difference between her/his workers' compensation insurance benefits and her/his regular salary. For each such occasion the employee will be charged with the appropriate fraction of a sick leave day; for example, if her/his workers' compensation benefit amount to two-thirds of her/his regular weekly salary and she/he elects to utilize the option provided by this Section, she/he will be charged with one-third of a sick leave day for each day of her/his absence until her/his sick leave days have been exhausted.

Employees on maternity disability leave whose accumulated sick leave and vacation time that is carried over from the previous year, if any, is not sufficient to cover them for the duration of their leave, shall also be eligible to apply to the Sick Leave Bank under the terms of Section 11 of this Article.

Section 12. Upon retirement or death of an employee covered by this Agreement, said member or his/her estate will receive one quarter (1/4) pay for all the employee's unused accumulated sick leave days up to a maximum of \$2,500.00. Sick leave pay for unused sick leave shall be calculated on the salary basis the employee was receiving at the time of death or retirement.

## **ARTICLE XI** **LEAVE OF ABSENCE WITH PAY**

Section 1. Each employee shall be allowed a total of six days of absence without loss of pay in any school year for the following reasons:

- a. Death of a close family member or dear friend. Employees shall not be required to identify the close family member or dear friend when utilizing this leave.
- b. The immediate family includes grandparents, father, mother, father-in-law, mother-in-law, brother or sister, son or daughter, who do not live in the same household as the employee but for whom the employee has primary care

responsibility.

- c. Bereavement leave. In addition, bereavement leave shall be allowed in excess of the six days provided in this Section in any school year upon application to and with the approval of the Director of Human Resources or his designee.
- d. Holy days.
- e. Court appearance by summons.
- f. Commencement exercises at which the employee, her/his spouse, or her/his child will be awarded a degree or diploma.
- g. Absence caused by an automobile accident involving the employee on her/his way to employment (this is limited to the day of the accident only).

Section 2. From the days established primarily for death in the immediate family or dear friend, two days may be used for urgent personal business that cannot be conducted outside of the normal work day. Application for use of time for urgent personal business shall include certification by signature that the days are to be used for urgent personal business. An urgent personal business day shall not be used to get an early start or to intentionally lengthen a holiday or vacation or to simplify travel arrangements.

Section 3. Any employee who serves on a jury shall be granted a paid leave of absence for all time spent on jury duty with a deduction being made for any pay that the employee receives for such jury duty.

## **ARTICLE XII** **MATERNITY/CHILD CARE LEAVE**

Section 1. An employee who is pregnant shall be able to take a maternity/child-care leave without pay for a period of twelve (12) weeks which may, upon her/his request, be extended for another twelve weeks at the discretion of the Employer.

Section 2. An employee on maternity/child-care leave shall be allowed to apply her/his accumulated sick leave days to that portion of her/his leave during which she/he is disabled from working as a result of her/his pregnancy and/or childbirth. For the purposes of this section, an employee will be presumed to be disabled as a result of her/his pregnancy and/or childbirth for a period of eight (8) calendar weeks; any claim for a disability period in excess of eight calendar (8) weeks must be substantiated by medical documentation.

Section 3. Parental Leave (to be used within one year of the birth/adoption of the employee's child): Eleven (11) consecutive days of sick leave may be used, along with four (4) family illness days (if available) to be paid for parental leave, if the employee is not eligible for maternity leave benefits.

### **ARTICLE XIII** **INDEMNIFICATION**

If, during the life of this Agreement, the Committee puts into effect an accident or illness indemnification program for any group of employees under its jurisdiction, the same program will be put into effect for the secretaries covered by this Agreement.

### **ARTICLE XIV** **INSURANCE**

Section 1. The Employer shall cover the employees in this bargaining unit with the maximum medical, health and life insurance benefits that are provided for any other group of employees of the School Department.

Section 2. The Employer will pay as great a portion of the premium for such insurance benefits for the employees in this bargaining unit as it pays for any other group of employees of the School Department.

Section 3. The Employer will continue to provide the employees in this bargaining unit with Workers' Compensation insurance throughout the term of this Agreement.

Section 4. Employees may, at their option, participate in the pre-tax premium conversion plan, pursuant to applicable rules and regulations set by the I.R.S.

Section 5. Effective when all NPS employee unions are in agreement, at which time a date for simultaneous implementation for all NPS employees will be established, the following changes shall be made in Article XIV:

- a. For members hired to begin their employment in FY 12 and beyond, the employee contribution rate will be 25% (employee share) and 75 % (city share) for EPO plans.

Effective September 1, 2019, the Committee will grandfather members who were on the PPO as of September 1, 2019. Those members will be grandfathered at the current rate (30% of premium employee share/70% city share) for the remainder of the time that they choose to participate in

the PPO.

The Committee will offer to current PPO subscribers a one-time payout of \$2,000 for individual and \$4,000 for family to leave the PPO by February 14, 2020.

Employees who enroll in the PPO plan after 7/1/20 shall contribute 35% of the premium and the Committee shall pay 65%.

If a member returns to the PPO prior to the end of FY23, the member shall pay back money from the payout at a pro-rated amount and return to the grandfathered rate.

If a member returns to the PPO during or after the final open enrollment period, the member shall pay the new contribution rate of 35% by the employee and 65% by the Committee.

- b. Deductibles up to \$250 for each individual/up to \$500 total for a family
- c. Mandatory Prescription Mail-In Program (maintenance medications only)
- d. CanaRx program will remain in effect
- e. Specialist co-pay - \$40
- f. Office PCP co-pay – \$25  
Minute Clinic co-pay – \$5 (new)  
Urgent Care co-pay – \$10 (new)
- g. Outpatient day surgery co-pay - \$150
- h. Emergency Room co-pay - up \$50 from \$50 to \$100
- i. Prescription drugs co-pays:
  - Tier 1 - \$20
  - Tier 2 - \$35
  - Tier 3 - \$55
- j. Preventive care co-pay - \$0 (from Affordable Care Act, which determines what counts as preventative care)
- k. Yearly Cap on out-of-pocket expenses of \$1,000 per individual/\$2,500 per family

**ARTICLE XV**  
**TRANSFERS AND PROMOTIONS**

Section 1. Employees who are interested in transferring to a different position within their classification shall submit an application for the position on Applitrack or the applicable on-line application system that is being utilized by the School Department. The employee who submits such an application shall be given every consideration as a candidate for the position. Where possible and practicable, consideration will be given to seniority in filling the position.

Section 2. A. Whenever a position covered by this Agreement that the Employer intends to fill becomes vacant, a notice of vacancy shall be distributed to the NESAs Vacancy Chair who shall then notify all NESAs Members. Each applicant shall discuss the position with the principal or division head concerned or with the Office of Human Resources and shall be given every consideration as a candidate for the position.

B. The following timetable shall be established for filling vacancies within the secretarial bargaining unit in the Newton Public Schools:

1. Vacancies the Employer intends to fill shall be posted within three (3) weeks after the Employer officially (in writing) becomes aware of the vacancy if the position either becomes immediately vacant or is expected to become vacant within the next three (3) months. In cases where the Employer has more than three (3) months' notice of a vacancy, the process of filling the vacancy will begin no later than three (3) months before the expected vacancy date. The Association president will be notified within two weeks if the Employer does not intend to fill the vacancy.

2. Internal applicants will have two weeks from the date of the posting to apply for a voluntary transfer to the position.

3. The process of interviewing internal applicants and/or checking their qualifications will normally take no more than four (4) weeks from the application deadline.

4. If the internal applicant is to be awarded the position, she/he shall be notified within one week after completion of the interview/qualifications checking process described in Paragraph 3 above.

C. The parties acknowledge that bargaining unit members should be able to apply for any posted vacancy in confidence. To achieve this objective, the Administration shall make a good faith effort to restrict access to these applications to the appropriate Principal or Hiring Supervisor.

D. All tests for vacant positions shall be relevant to the positions for which such tests are given. The Committee will make training classes in systems that are used in the School District available to interested secretaries in the bargaining unit in order to give them an opportunity to become proficient in the use of systems that may be part of the testing for any future vacancies. NESAs will be given an opportunity to provide input into the content and scheduling of such training classes.

E. Any employee who is transferred to another position within her/his classification shall not be required to serve in her/his new position on a probationary basis. Any employee who applies for a vacancy but is not transferred to it shall remain in her/his present position.

F. All existing by-pass letters shall be removed from the employees' personnel files.

Section 3. Employees who are granted leaves of absence shall retain their classification and salary grade. If the Employer decides to fill the employee's position during her/his leave of absence, it shall be filled by a transfer or promotion as provided for herein, and if it cannot be filled by transfer or promotion, then by the hiring of a new employee.

Section 4. No employee shall be transferred without requesting it unless she/he has first been given two (2) weeks' written notice and an opportunity to discuss it with the Director of Human Resources.

Section 5. The Employer shall supply the Association with a copy of each regular docket of the School Committee in order to show transfers, vacancies, appointments and terminations.

Section 6. Any employee who is promoted and who is found during her/his promotional probationary period of six months to be unable to fulfill the requirements of the promotional position shall be allowed to return to her/his former position within her/his former classification; if there is no such vacancy at the time, she/he will be offered the first vacancy that develops within that classification.

**ARTICLE XVI**  
**MISCELLANEOUS WORKING CONDITIONS**

Section 1. Promotional Civil Service examinations for the Newton Public Schools shall be formally requested by the Employer to be given at least once every two years, and a copy of each such request shall be sent to the Association.

Section 2. No employee shall be disciplined in any way except for just cause.

Section 3. On those days when the Superintendent closes certain schools or buildings because of inclement weather, bargaining unit employees assigned to a closed school or building shall not be required to report to work, without loss of pay. In case of a delayed opening, if the bargaining unit member's start time is before the delayed time of opening, the bargaining unit member's start time shall be delayed by the same amount as the student start time, without loss of pay.

Section 4. All new employees shall serve a probationary period of 180 days. Upon completion of her/his third month of employment, a probationary employee shall be provided with a written evaluation to which the employee shall have the right to add her/his written comment, which shall be maintained with her/his written evaluation. The substance of the evaluation shall not be subject to the grievance procedure. Employees terminated during their probationary period shall not have access to the grievance and arbitration procedure of this Agreement.

Section 5. The Employer shall provide all new employees with a copy of this Agreement upon the commencement of their employment.

Section 6. By November 15 of each school year, the Employer shall provide the Association with a complete list of bargaining unit employees showing:

- a. their initial date of employment;
- b. their Civil Service classification;
- c. the date of their appointment to that classification;
- d. their current position held;
- e. the date of appointment to their current position; and
- f. their salary step for the current contract year.

Section 7. A Joint Committee will be created to review the existing provisions for Professional Development with the goal of establishing a system that provides all Members of NESAs Bargaining Unit with the opportunity for meaningful Professional Development such as, but not limited to, the scheduling of early release days for Professional Development. This Joint Committee shall provide recommendations to NESAs and the School Committee for review and implementation upon mutual agreement no later than June 30, 2020 for implementation as of the start of the 2020 – 2021 school year. In addition, this Joint Committee shall remain intact as a Standing Joint Committee to address any

issues that may arise and provide NESAs and the School Committee with further recommendations for implementation of this provision upon mutual agreement.

The sum of three thousand dollars (\$3,000) shall be budgeted each year for professional development and/or for a tuition reimbursement program for secretaries pursuant to which members of the bargaining unit shall be reimbursed for up to two (2) courses or workshops per year in subjects that are reasonably related to their personal or professional growth, or for work related books. The maximum amount a bargaining unit member can be reimbursed is \$600 per year. The attached Tuition Reimbursement Form shall be utilized so that Members can access this benefit.

1. The parties will be contacting Newton Community Education in order to make arrangements for certain agreed upon professional development to be offered to NESAs Members on a voluntary basis during normal work hours.
2. Any NESAs Members who attend such professional development during normal work hours shall not receive any additional compensation but shall be excused from their regular duties without loss of leave or compensation.
3. In the event that Newton Community Education is unable to offer professional development during normal working hours, NESAs Members who attend such professional development on non-working hours shall be compensated for such attendance at their applicable contractual hourly rate.
4. In the event that NESAs and the Committee agree to utilize another means to conduct the professional development at issue instead of Newton Community Education (such as another employee of the Committee or an outside vendor), the above provisions regarding compensation shall be equally applicable.
5. However, should a NESAs Member voluntarily elect to attend professional development, courses or workshops during non-working hours that have not been specifically arranged by NESAs and the Committee, she/he shall be eligible for the \$600 reimbursement to cover the cost of said professional development, courses or workshops but she/he shall not be entitled to receive any compensation for her/his attendance.

Section 8. Subject to the conditions and restrictions that apply to Newton students who seek out-of-district placement, a secretary in the Newton School System who is not a resident of the City will have the option, on a space available basis and at no cost, of having her/his child(ren) attend the regular education program of the Newton Public Schools. However, once a child is accepted, so long as the secretary is employed as a secretary in the Newton Public Schools, the child shall be allowed to attend that school through grade 12 subject to the rules and regulations that apply to Newton

residents. In addition, every reasonable effort will be made to place siblings in the same school if the parents so request. It is further understood that if a child(ren) of a secretary is approved to attend the Newton Public Schools, such attendance shall not be grounds for a grievance concerning workload and/or class size, nor shall such attendance be calculated as part of workload and/or class size in cases of such grievances.

Section 9. Carryover of City Service – Any secretary who has previously transferred or who subsequently transfers into this bargaining unit directly from a position in the City of Newton shall be credited for all purposes under NESAs contract with all of her/his accrued service and benefits, including longevity and sick time, with the City as of the date of her/his transfer.

Section 10. Evaluation Procedure. The parties will create a Joint Committee to review the current Evaluation Instrument, make changes as agreed upon, and develop a Handbook outlining the annual evaluation process, including the establishment of timelines and guidance regarding the Evaluation Instrument. This Joint Committee shall provide recommendations to NESAs and the School Committee for review and implementation upon mutual agreement no later than June 30, 2020 for implementation as of the start of the 2020 – 2021 school year. In addition, this Joint Committee shall remain intact as a Standing Joint Committee to address any issues that may arise under this provision and provide NESAs and the School Committee with further recommendations for implementation upon mutual agreement.

Section 11. Security. The parties will create a Joint Committee to establish a schedule and to advise NPS on content for an annual training program for NESAs employees specific to job-related responsibilities, including security and safety protocols. This Joint Committee shall provide recommendations to NESAs and the School Committee for review and implementation upon mutual agreement no later than June 30, 2020 for implementation as of the start of the 2020 – 2021 school year. In addition, this Joint Committee shall remain intact as a Standing Joint Committee to address any issues that may arise and provide NESAs and the School Committee with further recommendations for implementation upon mutual agreement.

## **ARTICLE XVII** **EXISTING RIGHTS AND PRIVILEGES**

Section 1. Unless modified by this Agreement, all existing rights, benefits, privileges, and practices enjoyed by the employees in the bargaining unit shall be maintained throughout its term.



months' employment in the bargaining unit, whichever is later, be required to pay an agency service fee to the Association which shall be equal to the amount that is required to become and remain a member in good standing of the Association.

**ARTICLE XIX**  
**REDUCTION IN FORCE**

Section 1. The Committee retains the right to determine the number of employees to be employed in the bargaining unit. Such determination shall be exclusively the Committee's except as specified, abridged, or modified by this clause and/or any other term of this Agreement.

Section 2. The Association shall be notified in writing as soon as possible, but in no event later than April 1, of any determination by the Committee to reduce the number of bargaining unit positions. Upon the request of the Association, the Committee will meet with the Association's representatives to discuss such matters as the number and identification of the positions to be reduced and the extent to which the reduction can be accomplished through normal attrition.

Section 3. The Committee will determine whether the positions to be reduced in a given department are to be part-time or full-time positions. A good faith effort shall be made to accomplish any such reduction through normal attrition.

Section 4. In the event that normal attrition is not sufficient to accomplish any such reduction, it shall be accomplished through the selection of either the part-time or the full-time employees, as the case may be, employed in that department in the following classifications in the following order:

- a. Temporary, casual, intermittent, or seasonal employees.
- b. Uncertified employees.
  
- c. Provisional employees in Grade 1.
- d. Probationary employees in Grade 1.
- e. Certified employees in Grade 1.
  
- f. Provisional employees in Grade 2.
- g. Probationary employees in Grade 2.
- h. Certified employees in Grade 2.
  
- i. Provisional employees in Grade 3.
- j. Probationary employees in Grade 3.
- k. Certified employees in Grade 3.

- l. Provisional employees in Grade 4/4A.
- m. Probationary employees in Grade 4/4A.
- n. Certified employees in Grade 4/4A.
  
- o. Provisional employees in Grade 5.
- p. Probationary employees in Grade 5.
- q. Certified employees in Grade 5

Section 5. Employees shall be selected for reduction within the aforesaid classifications in order of their date of hire with the most recently hired employees being the first to be reduced, subject to the qualifications and ability of the remaining employees within that particular classification to perform the work required. The objective of this clause shall be to lay off the least senior employee within a particular classification provided that all of the other employees within that classification in that department are qualified and able to perform the work required.

Section 6. All of the employees within a particular classification in a department shall be selected for reduction before any employees in the next classification are so selected.

Section 7. Laid-off employees shall receive written notification of their layoff no later than May 1. The layoff date for such employees shall be the June 30 following their layoff notification. Vacation pay due will be paid to laid-off employees no later than the following July 15. Employees on layoff who have not forfeited their recall rights as provided in Section 8 shall have the right to continue their participation in the medical, health and other group insurance programs that are available to actively employed members of the bargaining unit at their own expense provided that the group insurance policies in effect for employees of the City of Newton, including employees of the School Department, contain express provisions permitting such continued participation. Relocation assistance shall be provided to laid-off employees by the Office of Human Resources.

Section 8. No new employee will be hired to fill a permanent vacancy for which a laid-off employee is either certified or qualified. Any employee on layoff who wishes to be considered for temporary vacancies that occur during her/his layoff shall so indicate by completing, at the time of her/his layoff, a form to be developed for this purpose. Employees on layoff will be given written notice of any permanent vacancies for which they are certified or qualified and will be recalled in the reverse order of their selection for layoff pursuant to Sections 4, 5 and 6. The Association will receive written notification of all such vacancies. Any recalled employee who does not communicate her/his acceptance of the position to which she/he has been recalled within fourteen (14) days after her/his receipt of the notice will be deemed to have forfeited her/his recall rights.

Section 9. Recalled employees will have all of their prior service, sick leave days, retirement credits, and vacation credits restored and will be placed on the next higher step of the salary schedule than that which they were on prior to their layoff. While on layoff status, employees shall retain their prior service credits, sick leave days, retirement credits, and vacation credits, but they shall not continue to accumulate such credits while on layoff status.

Section 10. Nothing contained herein shall be construed or applied in such a way as to diminish any rights that any individual employee has under M.G.L., Chapter 31.

Section 11. The Committee's determination to reduce the number of positions in the bargaining unit shall not be subject to the grievance and arbitration procedure of this Agreement. However, all other aspects of this Article shall be subject to the grievance and arbitration procedure unless an employee elects to proceed under Chapter 31 to enforce her/his rights; in such cases the employee shall not be eligible to also utilize the contractual grievance and arbitration procedure for that purpose.

## **ARTICLE XX** **STABILITY OF AGREEMENT**

Section 1. Neither the Committee nor its agents shall enter into an agreement with any individual employee which is contrary to the terms of this Agreement.

Section 2. No agreement, understanding, or alteration of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by them.

Section 3. The failure of either party hereto to insist upon compliance with any of the terms or conditions of this Agreement on any occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms and conditions.

## **ARTICLE XXI** **SAVINGS CLAUSE**

Section 1. Each clause of this Agreement is totally severable from every other clause herein.

Section 2. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable, the validity of all other clauses in the Agreement shall be unaffected thereby and shall remain in full force and effect during its term.

**ARTICLE XXII**  
**DURATION**

This Agreement shall be effective as of September 1, 2019 and shall extend through August 31, 2020 and from year to year thereafter unless either party wishing to terminate, amend, or modify the Agreement so notifies the other party in writing to that effect at any time after September 1, 2019 and before November 1, 2019.

**NEWTON SCHOOL COMMITTEE**

**NEWTON EDUCATIONAL  
SECRETARIES ASSOCIATION**

*Ruth Goldman*

*Doreen Vaglica*

\_\_\_\_\_  
Ruth Goldman, Chairperson

\_\_\_\_\_  
Doreen Vaglica, President

Waived – president’s signature only  
Linda Anderson, PPC

April 9, 2020  
Date

Waived – president’s signature only  
Debbie Megrian, PPC

Waived – president’s signature only  
Barbara Mole, PPC

Waived – president’s signature only  
Cheryl Stover, PPC

April 9, 2020  
Date

**APPENDIX A-1**  
**NEWTON PUBLIC SCHOOLS**  
**NEWTON EDUCATIONAL SECRETARIES ASSOCIATION**

<b>NESA Salary Schedules - Effective September 1, 2019</b>					
<b>1.7% COLA Increase, Eliminate Step 1 and Renumber 1-10</b>					
<b>12 Month Annual Employees - 260 Days</b>					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	45,969.00	48,225.00	50,594.00	53,080.00	55,692.00
2	48,835.00	51,234.00	53,754.00	56,398.00	59,176.00
3	50,273.00	52,745.00	55,339.00	58,064.00	60,924.00
4	52,249.00	54,819.00	57,517.00	60,351.00	63,326.00
5	53,928.00	56,582.00	59,369.00	62,294.00	65,367.00
6	54,459.00	57,139.00	59,954.00	62,909.00	66,012.00
7	55,549.00	58,282.00	61,152.00	64,167.00	67,332.00
8	56,243.00	59,010.00	61,917.00	64,969.00	68,174.00
9	56,806.00	59,600.00	62,536.00	65,620.00	68,855.00
10	57,948.00	60,797.00	63,792.00	66,938.00	70,239.00
<b>10 Month Annual Employees - 216 Days</b>					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	38,190.00	40,064.00	42,032.00	44,097.00	46,267.00
2	40,571.00	42,564.00	44,657.00	46,854.00	49,162.00
3	41,765.00	43,819.00	45,974.00	48,238.00	50,614.00
4	43,407.00	45,542.00	47,783.00	50,138.00	52,609.00
5	44,802.00	47,007.00	49,322.00	51,752.00	54,305.00
6	45,243.00	47,469.00	49,808.00	52,263.00	54,841.00
7	46,148.00	48,419.00	50,803.00	53,308.00	55,937.00
8	46,725.00	49,024.00	51,439.00	53,974.00	56,637.00
9	47,193.00	49,514.00	51,953.00	54,515.00	57,203.00
10	48,141.00	50,508.00	52,996.00	55,610.00	58,352.00
<b>Elementary Executive Annual - 221 Days</b>					
Step	Grade 4a				
1	46,604.00				
2	49,518.00				
3	50,979.00				
4	52,988.00				
5	54,694.00				
6	55,233.00				
7	56,338.00				
8	57,043.00				
9	57,613.00				
10	58,771.00				

All eligible employees will move to their next step on each March 1st (except that 10-month and Elementary employees will move on February 1) and will continue to step annually until they reach Step 8.

**APPENDIX A-2**  
**NEWTON PUBLIC SCHOOLS**  
**NEWTON EDUCATIONAL SECRETARIES ASSOCIATION**

<b>NESA Salary Schedules - Effective February 29, 2020</b>					
<b>Eliminate Prior Step 6 and Steps 8 and 9; Renumber 1-7</b>					
<b>Add new Step 8 at 2% over new Step 7</b>					
<b>Step 2 set equal % increase from Steps 1 and 3</b>					
<b>12 Month Annual Employees - 260 Days</b>					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	45,969.00	48,225.00	50,594.00	53,080.00	55,692.00
2	48,079.00	50,439.00	52,916.00	55,516.00	58,248.00
3	50,273.00	52,745.00	55,339.00	58,064.00	60,924.00
4	52,249.00	54,819.00	57,517.00	60,351.00	63,326.00
5	53,928.00	56,582.00	59,369.00	62,294.00	65,367.00
6	55,549.00	58,282.00	61,152.00	64,167.00	67,332.00
7	57,948.00	60,797.00	63,792.00	66,938.00	70,239.00
8	59,107.00	62,013.00	65,068.00	68,277.00	71,644.00
<b>10 Month Annual Employees - 216 Days</b>					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	38,190.00	40,064.00	42,032.00	44,097.00	46,267.00
2	39,943.00	41,903.00	43,961.00	46,121.00	48,391.00
3	41,765.00	43,819.00	45,974.00	48,238.00	50,614.00
4	43,407.00	45,542.00	47,783.00	50,138.00	52,609.00
5	44,802.00	47,007.00	49,322.00	51,752.00	54,305.00
6	46,148.00	48,419.00	50,803.00	53,308.00	55,937.00
7	48,141.00	50,508.00	52,996.00	55,610.00	58,352.00
8	49,104.00	51,518.00	54,056.00	56,722.00	59,520.00
<b>Elementary Executive Annual - 221 Days</b>					
Step	Grade 4a				
1	46,604.00				
2	48,743.00				
3	50,979.00				
4	52,988.00				
5	54,694.00				
6	56,338.00				
7	58,771.00				
8	59,946.00				

All eligible employees will move to their next step on each March 1st (except that 10-month and Elementary employees will move on February 1) and will continue to step annually until they reach Step 8.

**APPENDIX A-3**  
**NEWTON PUBLIC SCHOOLS**  
**NEWTON EDUCATIONAL SECRETARIES ASSOCIATION**

<b>NESA Salary Schedules - Effective March 1, 2020</b>					
<b>0.3% COLA Increase</b>					
<b>12 Month Annual Employees - 260 Days</b>					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	46,107.00	48,370.00	50,746.00	53,239.00	55,859.00
2	48,223.00	50,590.00	53,075.00	55,683.00	58,423.00
3	50,424.00	52,903.00	55,505.00	58,238.00	61,107.00
4	52,406.00	54,983.00	57,690.00	60,532.00	63,516.00
5	54,090.00	56,752.00	59,547.00	62,481.00	65,563.00
6	55,716.00	58,457.00	61,335.00	64,360.00	67,534.00
7	58,122.00	60,979.00	63,983.00	67,139.00	70,450.00
8	59,284.00	62,199.00	65,263.00	68,482.00	71,859.00
<b>10 Month Annual Employees - 216 Days</b>					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	38,304.00	40,184.00	42,158.00	44,229.00	46,406.00
2	40,062.00	42,029.00	44,093.00	46,260.00	48,536.00
3	41,891.00	43,950.00	46,112.00	48,382.00	50,766.00
4	43,537.00	45,678.00	47,927.00	50,288.00	52,767.00
5	44,936.00	47,148.00	49,470.00	51,907.00	54,468.00
6	46,287.00	48,564.00	50,955.00	53,468.00	56,105.00
7	48,286.00	50,659.00	53,155.00	55,777.00	58,528.00
8	49,251.00	51,673.00	54,218.00	56,893.00	59,698.00
<b>Elementary Executive Annual - 221 Days</b>					
Step	Grade 4a				
1	46,744.00				
2	48,889.00				
3	51,132.00				
4	53,147.00				
5	54,858.00				
6	56,507.00				
7	58,947.00				
8	60,126.00				

All eligible employees will move to their next step on each March 1st (except that 10-month and Elementary employees will move on February 1) and will continue to step annually until they reach Step 8.

**APPENDIX B**

**NEWTON SCHOOL COMMITTEE AND  
NEWTON EDUCATIONAL SECRETARIES ASSOCIATION**

Written Grievance Form

(TO BE COMPLETED IN TRIPLICATE)

**Grievant:     Name**

**Position**

**School or Location**

Nature of Grievance (List Article and Section of Contract where applicable)

Remedy Requested:

Signed: \_  
Grievance Committee Representative

Date: \_

**APPENDIX  
C**

**NEWTON PUBLIC SCHOOLS  
Administrative Support  
Evaluation**

Employee's Name \_\_\_\_\_ Location/Department \_\_\_\_\_

Position Title \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Date of Hire \_\_\_\_\_

On the final page of this evaluation, please include additional information and recommendations for professional growth.

**JOB SPECIFIC KNOWLEDGE AND SKILLS**

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
The employee demonstrates specific skills and knowledge of the position.	☐	☐	☐	☐
The employee displays knowledge of job responsibilities and job content.	☐	☐	☐	☐
The employee plans, organizes, and executes assignments, while prioritizing urgent matters appropriately.	☐	☐	☐	☐
The employee is competent in the use of office technology and job related software.	☐	☐	☐	☐

**QUALITY AND PERFORMANCE**

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
The employee uses problem-solving techniques.	☐	☐	☐	☐
The employee performs job related tasks reliably and on a timely basis.	☐	☐	☐	☐
The employee uses available resources appropriately.	☐	☐	☐	☐
The employee follows policies and procedures in performing job responsibilities.	☐	☐	☐	☐
The employee displays attention to detail, avoids errors and strives to assure accuracy.	☐	☐	☐	☐

**APPENDIX C**

**INTERPERSONAL AND COMMUNICATION SKILLS**

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
The employee promotes and maintains a positive working relationship with diverse groups including parents, students and staff. Handles and responds to work related calls and other communications courteously.	☐	☐	☐	☐
The employee provides accurate and timely information to coworkers and the school community.	☐	☐	☐	☐
The employee demonstrates effective communication skills.	☐	☐	☐	☐
The employee demonstrates teamwork and the ability to support their supervisor and collaborate with co-workers.	☐	☐	☐	☐



APPENDIX C

**Acknowledgment of Receipt**

I have received and read a copy of my evaluation. I understand that by signing the evaluation I am not indicating agreement with the contents. If I disagree with the content of the evaluation, I may submit my comments in writing within thirty calendar days. My comments will be attached to my evaluation and placed in my personnel folder.

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Employee Signature

Date

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Supervisor Signature

Date

cc: Employee File

## APPENDIX D



### Professional Development and Tuition Reimbursement Application – NESAs

In Article XVI, Section 7, the Committee agrees to annually budget and expend up to \$3,000 for Professional Development and/or Tuition Reimbursement with the following guidelines:

- (a) The maximum amount of reimbursement is up to \$600 per individual per contract year.
- (b) NESAs members shall be reimbursed for up to two (2) courses or workshops per year if voluntarily elected to attend during non-working hours, but shall not be entitled to receive any additional compensation.
- (c) Decisions will be made by the school administration. The President of the Association will be given the opportunity to meet with the Director of Human Resources to review the decisions and to make recommendations, if any, before the applicants are notified.

If the requests for professional development and/or tuition reimbursement exceed the \$3,000 allocation, available funds will be divided on a percentage basis to those who applied. Applications will be processed once a year with a deadline to submit application by May 1<sup>st</sup>.

#### **Please read the following guidelines/instructions carefully:**

- To apply for professional development and/or tuition reimbursement, course(s) and/or professional development must be completed between July 1<sup>st</sup> and June 30<sup>th</sup> of the current school year.
- Professional development and/or tuition reimbursement applications **MUST** be submitted by the May 1st deadline, even if the course(s) is not completed and/or the required supporting documents are not available.
- After the May 1<sup>st</sup> deadline, you will receive a communication from Human Resources indicating if your application is complete or if any supporting documents are missing. You will have until August 1<sup>st</sup> to submit any supporting documentation.
- Incomplete professional development and/or tuition reimbursement applications will not be processed if any supporting documents are received after the August 1<sup>st</sup> deadline.

**Application:** For your application to be considered, the following documentation **MUST** be submitted:

- **Proof of Payment**
  - A bill *and* a credit/debit card statement with at least the last 4 digits of the card/account number visible. *or* copies of canceled check(s) (front and back) that is marked canceled by the bank (voided check are not acceptable for proof of payment).
  - You will not be reimbursed if you paid for the course(s) with a student loan.
  - Proof of payment must clearly link to the applicant (name, address, etc.).

**AND**

- **For tuition reimbursement: A college or university transcript**
  - Official transcripts not required.
  - You must earn college/university credits.
  - The transcript must include: your name, as well as the name of the college/university, credits earned, grade, and completion date.
  - A letter from your professor/dean on official letterhead will be accepted provided it includes your name, the course title, credits earned, grade, and completion date.
- **For professional development**
  - Certification or letter on official letterhead that the course that was completed.
  - Certificate or letter must contain your name, as well as the name of the professional development partnership, and completion date.

Please call the Office of Human Resources if you have any questions: (617) 559-6005.

**Professional Development and Tuition Reimbursement Application – NESAs  
Application MUST be Submitted by the May 1<sup>st</sup> Deadline**

Name: \_\_\_\_\_ School: \_\_\_\_\_

**Print clearly ALL information wished to be reimbursed.**

**Tuition/Course(s):**

1. College/University: \_\_\_\_\_ Course Title/ID: \_\_\_\_\_  
 Level: \_\_\_\_\_ Credits: \_\_\_\_\_  
 Start/End Dates of Course: \_\_\_\_\_ Amount of Tuition: \_\_\_\_\_

2. College/University: \_\_\_\_\_ Course Title/ID: \_\_\_\_\_  
 Level: \_\_\_\_\_ Credits: \_\_\_\_\_  
 Start/End Dates of Course: \_\_\_\_\_ Amount of Tuition: \_\_\_\_\_

**Professional Development:**

1. Professional Development Partnership: \_\_\_\_\_ Title: \_\_\_\_\_  
 Level: \_\_\_\_\_ PDP's: \_\_\_\_\_  
 Start/End Dates: \_\_\_\_\_ Amount: \_\_\_\_\_

2. Professional Development Partnership: \_\_\_\_\_ Title: \_\_\_\_\_  
 Level: \_\_\_\_\_ PDP's: \_\_\_\_\_  
 Start/End Dates: \_\_\_\_\_ Amount: \_\_\_\_\_

**Reason(s) for Taking Course(s) and/or Professional Development:** (check all that apply)

College Credit:  Professional Growth:  Personal Growth:

Other: \_\_\_\_\_

*All supporting documentation must be received by Human Resources prior to the August 1<sup>st</sup> deadline.*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Human Resources Use Only:**

Date Application Submitted: \_\_\_\_\_ Amount to be Reimbursed: \_\_\_\_\_

Director of Human Resources Signature: \_\_\_\_\_ Date: \_\_\_\_\_