

**CONTRACT
BETWEEN THE
BEDFORD SCHOOL COMMITTEE**

AND THE

**BEDFORD SCHOOL ADMINISTRATIVE
ASSISTANTS ASSOCIATION**



July 1, 2022 through June 30, 2025

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ARTICLE 1 - RECOGNITION

1.1 The Bedford School Committee recognizes the Bedford Education Association (hereinafter referred to as the Association) as the exclusive bargaining agent for a unit consisting of all regular, Administrative Assistant employees. (Effective July 1, 2018, the METCO Administrative Assistant will be included in the Unit. The member will be placed on the seniority list commensurate with her hiring date as an administrative assistant.)

1.2 Specifically excluded from the unit are the Executive Assistant to the Superintendent of Schools, Financial Supervisor, Accounts Coordinator, Financial Analyst, the Administrative Assistant to the Assistant Superintendent, the Administrative Assistant to the Director of Finance, the Facilities Administrative Assistant, and the Administrative Assistant to the Director of Special Education (school year). Effective July 1, 2018, a full unit vote will be taken to remove an administrative assistant for the Unit. Eighty percent (80%) of the Unit must vote in the affirmative. The request must occur, in writing, at the first bargaining session.

a. "Regular Administrative Assistant employees" shall include:

- Year-round full-time employees: those who work a full calendar year and at least four (4) hours per day.
- School year full-time employees: those who work during the school year and at least four (4) hours per day.

b. An Administrative Assistant employee is eligible for membership in the Association on his/her first day of employment.

c. Each new employee will be on probation for the first three (3) months, after which he/she will be a regular employee. All benefits will be retroactive to the first day of employment.

1.3 The Association and the Bedford School district agree not to discriminate against an employee because of race, creed, color, political affiliation, religion, nationality, sex, sexual preference, age, disability or marital status.

ARTICLE 2 - SCHOOL COMMITTEE RIGHTS

2.1 The School Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts; and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the School Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the School Committee retains all the powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 Definitions

a) A "grievance" is a claim by an employee that, with respect to them, there has been a violation, misinterpretation, or misapplication of this Agreement.

b) For the purposes of this agreement "days" shall mean days in which the school district is operational.

3.2 Timeliness:

a) A grievance shall be considered to have been waived if step one is not initiated within fifteen (15) days of the event which occasioned the grievance or date of first knowledge.

b) Failure at any step of the procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

c) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.3 Rights to Representation:

a) A representative of the Association at each step may represent the aggrieved employee.

The Principal and Superintendent and School Committee may be represented by persons of their choosing at each step.

b) The Association has the right to be present beyond Step 1.

c) Group grievance - more than two (2).

3.4 Step One

The aggrieved employee shall present her/his grievance to the Principal or Supervisor in writing.

3.5 Step Two

If at the end of five (5) working days following such presentation the grievance has not been disposed of to the satisfaction of the aggrieved employee, the employee may, within five (5) days thereafter, present the grievance in writing to the Superintendent. Within five (5) days of receipt of the grievance the Superintendent shall meet with the aggrieved employee in an effort to settle the grievance.

3.6 Step Three

If at the end of five (5) days following the decision at Step Two, the grievance has not been disposed of to the satisfaction of the aggrieved employee, the employee may, within five (5) working days, proceed to mediation under the facilitation of a mutually agreed upon mediator. Said mediator may be an individual from within the district.

3.7 Step Four

If at the end of five (5) days following the decision at Step Three, the grievance has not been disposed of to the satisfaction of the Association, the Association may, by giving written notice to the Superintendent within ten (10) days, present the grievance for arbitration. Arbitration will go forth under the applicable rules of the American Arbitration Association, or the Board of Conciliation and

Arbitration. The arbitrator shall limit themselves to the issues submitted to them and shall consider nothing else. They can neither add to, subtract from nor modify the Agreement. The decision of the arbitrator, within the scope of their jurisdiction, shall be binding on the parties. The expenses of the American Arbitration Association and the arbitrator, or the Board of Conciliation and Arbitration will be borne equally by the parties.

3.8 An employee shall be assured freedom from coercion, discrimination or reprisal because of his use of this grievance procedure.

3.9 Should a grievance be settled at any level, it is understood that only that specific grievance is settled without prejudice and without precedent.

ARTICLE 4 - WORK DAY

4.1 Daily work schedules shall be arranged by the employee's Supervisor. The work day for full-time Administrative Assistants shall be seven and one half (7.5) hours per day, including a 30 minute unpaid lunch, Monday through Friday, and the weekly total may not exceed thirty-seven and a half hours.

4.2 Any employee working in excess of thirty-five (35) hours a week (at the direction of the employee's supervisor) will receive time and a half in overtime pay for the additional hours actually worked.

4.3 An employee may elect to receive compensatory time in lieu of overtime pay. The scheduling of compensatory time off will be upon mutual agreement of the employee and their supervisor.

4.4 The immediate Supervisor of each Administrative Assistant is the building principal (or the program director) to whom the Administrative Assistant has been assigned.

4.5 Administrative assistants who work less than full-time will be paid one-fifth of their weekly salary for holidays. They will be paid their normal weekly salary for the vacation that they are entitled under the Agreement.

4.6 If any position covered by the Agreement is under consideration for a reduction from full-time to part-time, the Association will be notified within five (5) school days.

4.7 During the summer, year round Administrative Assistants will have the option of working:

- a. a standard shift, seven and one half (7.5) hours each day, including a 30 minute unpaid lunch for five days OR
- b. a four-day work week with hours adjusted accordingly to work thirty-seven (37) hours per week, including a daily 30 minute unpaid lunch.

Summer hours would not begin until two weeks after the end of the school year and will end two weeks prior to the return of teachers for the following school year. During the month of July and the first two weeks of August each school office will be open from Monday through Thursday.

4.8 When an Administrative Assistant is required to substitute outside the office, in another location, including but not limited to the classroom, cafeteria, playground, bus loop, the individual will receive \$12 an hour above and beyond their regular pay prorated for increments of thirty (30) minutes or any portion thereof.

ARTICLE 5 - WORK YEAR

5.1 The work year for school year employees shall be 183 workdays. This includes 180 student days, 1 day following the last day of school for students, and 2 days during the week prior to the first day of school for students, one of which shall be staff orientation day and one other day to be selected by the employees' supervisor. If such employees are contracted to work beyond the 183 total days, they will be compensated at their regular hourly rate for such time.

ARTICLE 6 - VACATIONS

6.1 Year round employees shall be entitled to vacations with pay as follows:

Year round employees shall be entitled to vacations with pay as follows:

<u>Years of Service</u>	<u># of Vacation days</u>
1-5 Years as of July 1	15 vacation days
6 Years as of July 1	16 vacation days
7 Years as of July 1	17 vacation days
8 Years as of July 1	18 vacation days
9 Years as of July 1	19 vacation days
10 Years as of July 1	20 vacation days
11-14 Years as of July 1	1 vacation day added each year
15 Years as of July 1	25 vacation days

Upon successful completion of the probationary period (three months), the employee will retroactively accumulate vacation days for the probationary period and remain on a regular accrual schedule for the remainder of the year through June 30th. This vacation will be awarded the first July 1 following their hiring date. The second July 1st, the employee will be on the regular vacation schedule.

6.2 Vacation days may be taken by full-year employees at any time during the year that is mutually agreeable to both the supervisor and the employee in an amount up to the annual allotment of days earned according to years of service.

6.3 For each day of vacation the employee will receive an amount equal to the number of hours per day normally worked times the employee's hourly rate.

6.4 School year employees shall be entitled to vacations with pay as follows:

1-5 years as of Sept 1	10 vacation days
6 years as of Sept 1	11 vacation days
7 years as of Sept 1	12 vacation days
8 years as of Sept 1	13 vacation days
9 years as of Sept 1	14 vacation days
10 years as of Sept 1	15 vacation days

The vacation will normally be taken when school is not in session, that is, during December, February and April vacation weeks. One of the vacation weeks may be taken at another time during the year

subject to the approval of the supervisor. School year employees will be paid at the end of each school year for any unused vacation days to which they are entitled. Employees electing option 1 or 2 (see Article 25-01), may take up to five (5) unpaid vacation days during the school year subject to the approval of the supervisor. School year employees are paid for all vacation days annually.

Upon successful completion of the probationary period (three months), the employee will retroactively accumulate vacation days for the probationary period and remain on a regular accrual schedule for the remainder of the year through June 30th.

6-05 Employees covered under this Agreement who retire or leave the system will receive all unused vacation pay. However, the amount will not exceed 1.5 times their earned vacation pay for a year. In the event of the death of an employee covered under this Agreement, the employee's designated beneficiary, or if none, their estate shall receive the same vacation benefit as an employee who retires or leaves under this section.

ARTICLE 7 - HOLIDAYS

7.1 Year round employees shall be paid for the following holidays or days observed as such:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Juneteenth	

7.2 School year personnel shall be paid for such of the above holidays that fall between September 1st and June 30th.

7.3 For each holiday the employee will receive an amount equal to the number of hours per day normally worked times the employee's hourly rate.

7.4 When a Massachusetts legal holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday and the schools are not in session on the preceding Friday, that Friday shall be observed.

ARTICLE 8 - SICK LEAVE

8.1 Each year-round employee shall be entitled to eighteen (18) working days per year sick leave with pay. Annual sick leave unused may accumulate to a total of 165 working days and shall accrue at the rate of 1.5 days per month.

8.2 Each school year employee shall be entitled to fifteen (15) working days per year sick leave with pay. Annual sick leave unused may accumulate to a total of 135 working days and shall accrue at the rate of 1.5 days per month.

8.3 For each day of sick leave the employee will receive an amount equal to the number of hours per day normally worked times the employee's hourly rate.

8.4 In any year, five (5) of the days intended for sick leave may be used in case of an illness of a spouse, child, grandchild, parent, or any member of the immediate household which requires the absence of the employee. In certain situations, additional days may be used for family illness at the discretion of the Superintendent.

8.5 For this article "year" shall mean from July 1 until June 30.

8.6 If an employee under this contract resigns, retires, is Reduced in Force (RIF), or dies after twelve (12) or more years, they will be paid one day's salary for every five days of accumulated unused sick leave up to a maximum of 33 days, said payment to be at the hourly rate in effect at the time of the employee's removal from the bargaining unit. In the event of a death, the employee's designated beneficiary, or if none, their estate shall receive the sick leave benefit referred to in this section.

8.7 If any employee under this contract transfers from any other unit within the Bedford Public Schools, accumulated sick leave will be transferred with the employee. An employee who transferred to this unit from another unit within the Bedford Public Schools prior to July 1, 2006 will be credited with their total years of service in the Bedford Public Schools for the purposes of Article 8-6.

ARTICLE 9 - SICK LEAVE BANK

9.1 As of the effective date of this Agreement, a total of one hundred (100) days will be available for use by school-year employees, and one hundred twenty-five (125) days for year-round employees, who have exhausted their accumulated sick leave in a prolonged illness or accident. Days from the bank may be used only if agreed to by the Sick Leave Bank Committee and for which no other compensation is available. The Sick Leave Bank Committee shall consist of the Superintendent or their designee, two representatives of the Association and the Supervisor/evaluator of the applicant and shall not exceed four (4) persons.

9.2 The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave.

a. Adequate medical evidence of serious illness. (Any person who applies to the bank shall give the Sick Leave Bank Committee permission to have a doctor of the Sick Leave Bank Committee's choice confirm the applicant's diagnosis and prognosis if the Sick Leave Bank Committee deems it necessary. The Sick Leave Bank Committee's doctor's opinion shall prevail.)

b. Prior utilization of all eligible sick leave in a manner consistent with validated long-term illness.

c. Length of service in the Bedford school system.

9.3 When the Sick Leave Bank reaches five (5) days, each employee will contribute one (1) additional sick leave day from their annual days of sick leave.

9.4 All new employees will contribute two (2) days to the Sick Leave Bank.

9.5 Employees who leave the school system who are not eligible for Sick Leave Buy Back (SLBB) will donate unused sick days to the Sick Leave Bank.

ARTICLE 10 - PERSONAL LEAVE

10.1 Each employee may, in addition to sick leave, have three (3) days leave per year for the purpose of transacting legal, business, religious, household or family matters which require the absence of the employee and which cannot otherwise be scheduled.

10.2 Written notice of intention to take such leave shall be filed with the Superintendent at least seventy-two (72) hours in advance. Exceptions will be made where the requirement of seventy-two (72) hours advance notice would be a hardship or impossibility.

10.3 Should a dispute arise concerning the granting of personal leave, the employee may take such leave but shall not be compensated for such day until the matter is resolved in favor of the employee.

10.4 For new hires, personal leave shall be prorated as follows:

Date of Hire	Personal Days Allowed
July 1 to Sept. 30	3 days
Oct. 1 to Dec. 31	2 days
Jan. 1 to March 31	1 day
April 1 to June 30	0 days

10.5 Half-day personal days will be allowed.

10.6 In addition to or in lieu of using personal days, employees can select to use two (2) accrued sick days, with prior written notice to the Superintendent, to be absent on a religious holiday. Employees shall not be required to use a personal day first, and can use the accrued sick day before using personal days.

ARTICLE 11 - BEREAVEMENT LEAVE

11.1 In the event of a death in the immediate family (parents, siblings, spouse, children, parents-in-law son-in-law, daughter-in-law, grandparents, grandchildren, and other members of the immediate household) the employee shall be entitled to leave with pay, *exclusive of sick leave*, for five (5) workdays. Additional days may be granted at the discretion of the Superintendent.

11.2 In the event of the death of an extended family member not included in Article 11.1, the employee shall be entitled to leave with pay, *exclusive of sick leave*, for up to three (3) work days.

ARTICLE 12 - LEAVE WITHOUT PAY

12.1 The Superintendent may grant to an employee with 3 or more years of service a leave of up to one (1) year without pay. Such leave may be modified by mutual agreement of the party and the Superintendent or their designee. For Parental Leave see Article 26.

12.2 Application for such leave will state the date of return from the leave. If the Superintendent grants such leave and the employee returns as scheduled, the employee shall be assigned to the

position that they held (or a substantially equivalent position) at the time the leave commenced

12.3 Leave without pay shall not constitute a break in service for the purpose of administering the wage and benefit articles of this agreement. Such leave will not count as a year toward increment or longevity.

12.4 An Administrative Assistant who is on approved leave for medical reasons, as defined in the Family Medical Leave Act for less than 3 months, will be allowed to return to the same position with no loss of benefits.

ARTICLE 13 - SCHOOL CANCELLATIONS AND EARLY DISMISSAL

13.1 When school sessions are canceled because of severe inclement weather or for other emergency reasons, year round employees will be expected to work remotely or use a vacation or personal day. School year employees do not report to work when school is canceled. School year employees are required to work on make-up days scheduled as a result of school cancellations.

13.2 When school sessions are dismissed early because of weather, road conditions, or any other emergency, all employees may leave one half hour after students are dismissed from their respective schools. They will be paid for the whole day.

ARTICLE 14 - SEVERABILITY

14.1 In the event that any provisions or portion of the Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 15 - EMPLOYEE ALONE IN BUILDING

15.1 If an employee has been alone in a building for more than an hour, they may call the Finance Director who shall:

- a. Send another person to the building, or
- b. Tell the employee to move to another building, or
- c. Tell the employee that they may leave for the day, in which case they will be paid for the balance of the day but will make up the hours at the discretion of the supervisor
- d. If the Finance Director cannot be reached, the employee may leave.

15.2 Protection of Personal Property - If a member of the Association sustains a loss of at least \$100 to personal property owned by such member as a result of vandalism or theft while on school property, then the School Committee will reimburse the member for 50% of the first \$200 of such loss unless the first \$200 is covered by the employee's personal insurance. Such reimbursement shall be made only if the School Committee (or its designee) determines that the loss occurred on school property and there was no negligence on the part of the member. Reimbursement will be made within a reasonable period of time.

ARTICLE 16 - JURY DUTY

16.1 If an employee is called for jury duty, they will receive their normal pay and shall, in return, sign over to the school department any payment received for such jury duty. If released from jury duty for a day or major fraction of a day, the employee will report to work.

ARTICLE 17 – WORKMEN'S COMPENSATION

17.1 When an Administrative Assistant is absent from school by order of their attending physician as a result of a personal injury arising out of and in the course of their employment, they may, if they so desires, be paid the difference between their full salary and the compensation received under Massachusetts G.L. Chapter 152 on account of said injury, provided that the amount of said difference shall, in accordance with section 69, as amended, of said Chapter 152, be charged against the sick leave allowance to which they may be entitled under Article 20 hereof. The foregoing provisions shall not apply in the case of an Administrative Assistant who is not entitled to such sick leave allowance.

ARTICLE 18 - EVALUATION/SUPERVISION

18.1 An evaluation of administrative assistants will be prepared once annually, by a building administrator (minimum supervisor/director licensure), by March 1. If two or more items in the evaluation are rated "needs improvement" or "unsatisfactory", a plan of improvement will be implemented and a subsequent evaluation will be completed prior to May 1. In the event the second evaluation determines that a plan of improvement is still needed, one will be in place for the next school year and the above process will be repeated. If at the end of the second school year, said employee receives an unsatisfactory evaluation, said employee may be dismissed for cause. After three (3) years of successful evaluations, an assistant will be evaluated every other year.

18.2 Between November 1 and March 1, administrative assistants will be evaluated through the use of multiple, informal, unannounced walk-throughs in their environment. All formal monitoring or observation of the work performance of administrative assistants will be conducted openly and with full knowledge. If at any time it is apparent that an administrative assistant is in need of remediation, the issue will be addressed within (3) three work days from when observed.

18.3 The evaluator will complete the standard evaluation form (Appendix B) and provide a copy of the evaluation to the administrative assistant no later than March 1. Within five (5) work days, the administrative assistant will have the opportunity to meet with their evaluator.

18.4 Should the administrative assistant disagree with the contents of the evaluation, they will be given the opportunity to submit a written response which the supervisor will initial and attach to the original report.

ARTICLE 19 - DISCIPLINE

19.1 The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that an employee's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Superintendent determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand.

19.2 No employee covered under this Agreement will be reduced in compensation, denied a salary increase or step increment, disciplined, reprimanded, or discharged by any member of the Administration or by the Committee without just cause. It is expressly understood that this Article will not apply to probationary employees. Those individuals who have been employed by the Bedford Public Schools for ninety (90) calendar days or less will be considered probationary.

19.3 Any written complaint regarding any administrative assistant made to the Superintendent or any other administrator or to the Committee by any parent, student, teacher, administrator or other person will be promptly called to the attention of the employee involved.

19.4 No material derogatory to an administrative assistant's conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such a signature does not in any way indicate agreement with the contents thereof. The administrative assistant will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file.

ARTICLE 20 - REDUCTION IN FORCE/RECALL

20.1 Seniority is defined as the length of continuous service within this unit in years, months and days from the first day of employment for which compensation was received. In cases involving members who have identical seniority, preference for retention will be given to the member who, in the judgment of the Superintendent, is most qualified. The Superintendent may base their determination on such factors as professional training, experience, performance, and needs of the system. Seniority will continue to accrue during any time that an employee is on a paid leave of absence. An unpaid leave of absence, including time spent on the recall list, will not be credited toward seniority; however, such unpaid leave will not be considered a break in service.

20.2 A seniority list will be established each school year no later than November 1 of said year and will remain in effect until the subsequent list has been established. The Superintendent will forward to the Association the initial seniority list containing the names of all employees covered by this policy. Should the Association choose to challenge the accuracy of the seniority list, written notice detailing the challenge will be sent to the Superintendent within thirty (30) school days of receipt of the list. Within ten (10) days of the receipt of the challenge, the Superintendent will meet with the President of the Association to resolve the challenge. Challenges to subsequent annual seniority lists may be made only to the extent of the changes, if any, to the preceding seniority list.

20.3 Subject to the provisions of this Agreement, the Committee retains the right to determine the number of bargaining unit positions which are needed in the school system. Layoffs will be by seniority. If a 12-month position is eliminated, the affected person will bump the least senior 12-month administrative assistant. If a 10-month position is eliminated and the least senior administrative assistant is a 12-month administrative assistant, the 10 month administrative assistant will have the option of assuming a 12-month position. Otherwise, they will bump the least senior 10-month administrative assistant

20.1 It shall be the Association's responsibility to maintain an updated address list of all laid off employees for recall purposes. As positions are recalled, each laid off employee will be notified in reverse order of layoff by certified mail. The employee must respond to this notification within 7 workdays or forfeit further recall rights. Current employees who have been reduced from full-time to part-time will be given the opportunity to increase their time prior to the notification of recalled

employees.

20.5 An employee returning as a result of recall will return to the same salary step held before the layoff and their seniority will continue to accrue (i.e., if a person is laid-off after 2 years of service and is rehired, the person will begin their 3rd year of service).

20.6 The Association shall obtain from the Assistant Superintendent a list of all employees covered by this contract and their seniority dates by July 1. Seniority is determined by the date of hire by the Bedford Schools as a 20 or more hour a week employee.

20.7 The Association will be notified before implementation of a job change. A job change will have occurred when:

- a) The job changes from full-time to part time or vice versa
- b) The job is moved from one department within the school district to another; or
- c) The employee is required to report to an individual in a different supervisory position
- d) The job is moved from one bargaining unit within the school district to another.

20.8 Any job change will be posted for five (5) days in the system, and if no one applies, the administration can involuntarily transfer someone to that position.

ARTICLE 21 - VACANCIES

21.1 If a vacancy in a bargaining unit position occurs and if the Committee intends to fill that vacancy, then:

- a. Notice of a vacancy will be given to the Association President on the next business day following receipt of notification by the Personnel Office of an employee's intention of departure and the first day of posting will be the following business day. Such vacancy notices will be posted in school or on the school website for 10 working days.
- b. Any member of the bargaining unit may apply for said position.
- c. Any applicant from the bargaining unit will be granted an interview before the position is filled.
- d. Any member will receive a letter (upon request) from the Superintendent or his/her designee, explaining the reason for the decision not to hire.

21.2 Any open position, which requires a transfer of an existing employee, will be posted for five (5) days in the system, and if no one applies, the administration can involuntarily transfer someone to that position.

ARTICLE 22 - STAFF TRAINING

22.1 Employees represented by the Association will be fully reimbursed for any courses they take at the request of the employer. The reimbursement will include expenses for travel to an off-site location at the prevailing mileage rate. They will be reimbursed 50% for courses they may take that relate directly

to their job responsibilities, as approved by the Superintendent.

ARTICLE 23 - DURATION

23.1 The duration of this Agreement shall be effective July 1, 2022 and shall expire June 30, 2025.

23.2 By January 15, 2025, representatives of the Association and the School Committee will exchange letters of intent to negotiate.

23.3 This Agreement shall remain in force and effect until a successor Agreement is reached.

ARTICLE 24 - HEALTH AND LIFE INSURANCE BENEFITS

24.1 Members of this bargaining unit, who regularly work twenty (20) or more hours per week, shall be afforded and have made available to them in kind all health and life insurance benefits provided to all other Town employees and shall be included in any improvements granted to other Town employees.

ARTICLE 25 - PAY SCHEDULE

25.1 The salaries contained in the Appendix shall be paid in accordance with the options below as each employee shall choose, provided the Business Office of the School Department is so notified in writing of the administrative assistant's choice by June 1st :

- Full-year employees shall be paid in accordance with the options below,
 - a. 22 equal pay periods
 - b. 26 equal pay periods
- School year employees shall be paid in accordance with the options below as each employee shall choose, provided the Business Office of the School Department is so notified in writing of the administrative assistant's choice by June 1.

Option 1- 22 equal payments (183 days + 12 holidays + earned vacation)

Option 2- 26 equal payments (183 days + 12 holidays + earned vacation)

25.2 An accurate record of leave balances will be readily available to unit members. If an employee believes that there is a discrepancy in their leave balance, the employee shall raise the issue of the discrepancy to the Director of Finance in writing. The employee's leave balance shall be corrected and the employee shall be notified of that correction in writing. If an employee notifies the administration that their leave balance indicates more leave, and the discrepancy is not fixed by the administration within 30 working days of the employee's notification, the additional leave shall be considered part of the employee's leave balance.

ARTICLE 26 - PARENTAL LEAVE

26.1 An administrative assistant who is pregnant or on leave due to childbirth and who is physically unable to work because of a disability related to pregnancy or birth may while school is in session, use their accumulated personal sick leave, for a period not exceeding eight (8) weeks to cover those days when she is disable and unable to work. Medical documentation of physical disability must be provided to the Superintendent.

26.2 For any administrative assistant who is the non-birth parent, upon the adoption or birth of a child, up to fifteen (15) consecutive personal sick days may be used.

26.3 The Committee and the Association recognize that the provisions of Section 105d of Chapter 149 of the General Laws of Massachusetts ("Massachusetts Maternity Leave Act" or "MMLA") provide statutory rights concerning maternity leave to certain employees and the Family Medical Leave Act provides parental leave for certain eligible employees. A notice of this provision shall be posted in every establishment in which females are employed. (See The Family and Medical Leave Act of 1993.)

ARTICLE 27 - RETIREMENT SAVINGS PLAN

28.1 The School Committee agrees to match the maximum of \$200 per year contributed to a 403(b) plan or Roth 403(b).

MISCELLANEOUS

A joint labor/management committee will be formed with the purpose of revising job descriptions. The committee will be composed of two (2) unit members and two (2) Administrators. The committee will begin its work no later than January 10, 2022 and will submit recommendations by February 18, 2022.

APPENDIX A - SALARY SCHEDULE

A SCALE HOURLY RATES	2022-23 (1% COLA)	2023-24 (2.5% COLA)	2024-25 (2.5% COLA)
STEP			
AAA-1	\$27.04	\$27.71	\$28.41
AAA-2	\$27.99	\$28.69	\$29.40
AAA-3	\$28.98	\$29.70	\$30.44
AAA-4	\$30.00	\$30.75	\$31.52
AAA-5	\$31.06	\$31.83	\$32.63
AAA-6	\$32.15	\$32.95	\$33.78
AAA-7	\$33.28	\$34.11	\$34.96
AAA-MAX	\$34.45	\$35.31	\$36.20

B-SCALE HOURLY RATES	2022-23 (1% COLA)	2023-24 (2.5% COLA)	2024-25 (2.5% COLA)
STEP			
AAB-1	\$24.09	\$24.69	\$25.31
AAB-2	\$24.94	\$25.56	\$26.20
AAB-3	\$25.82	\$26.46	\$27.12
AAB-4	\$26.72	\$27.39	\$28.08
AAB-5	\$27.66	\$28.36	\$29.06
AAB-6	\$28.64	\$29.36	\$30.09
AAB-7	\$29.65	\$30.39	\$31.15
AAB-MAX	\$30.69	\$31.46	\$32.25

In year one of the contract (2022-23), movement on the scale will be as follows:

A SCALE		B SCALE	
FY22 OLD STEP	FY23 NEW STEP	FY22 OLD STEP	FY23 NEW STEP
AAA-1, AAA-2, AAA-3	AAA-1	AAB-1, AAB-2, AAB-3	AAB-1
AAA-4	AAA-2	AAB-4	AAB-2
AAA-5	AAA-3	AAB-5	AAB-3
AAA-6	AAA-4	AAB-6	AAB-4
AAA-7	AAA-5	AAB-7	AAB-5
AAA-8	AAA-6	AAB-8	AAB-6
AAA-9	AAA-7	AAB-9	AAB-7
AAA-10	AAA-7	AAB-10	AAB-7
AAA-11	AAA-MAX	AAB-11	AAB-MAX

Category A - Elementary, Middle, and High School Principals' Administrative Assistants, Registrar, Special Education Administrative Assistant (full year)

Category B - Building Administrative Assistant(s), Counseling Administrative Assistant, Athletic Administrative Assistant, METCO Administrative Assistant

Each new employee will be placed on a classified step commensurate with preparation skills and experience as determined by the Superintendent or their designee, which will be no higher than the current next to last step and may move one step upon successful completion of 6 months of service.

If a member performs the duties concurrently for another position within the Association, the covering Administrative Assistant (one individual performing the duties of another individual) will be compensated at the higher rate of pay and is approved for an additional five (5) hours at the contractual overtime rate of one and one half times according to article 4.2 for the duration of the coverage. This occurs only after five (5) consecutive days performing those duties, or earlier at the discretion of the Superintendent.

If a member of the bargaining unit is requested by the Superintendent to perform the duties of the Financial Supervisor, Financial Analyst, Administrative Assistant to the Superintendent, or Personnel Assistant to the Assistant Superintendent the member will receive a 15% hourly rate differential after five (5) consecutive days performing those duties, or earlier at the discretion of the Superintendent.

LONGEVITY

Upon recommendation of the employee's supervisor and with the endorsement of the Superintendent or their designee, the following longevity increments, non-cumulative, will be added to the hourly rate of the employee.

Based on years of continuous service, the following longevity increments, non-cumulative, will be paid to the employee on an annual basis. Continuous service is defined as service rendered to this

bargaining unit under this contract. Longevity payments will be paid out on or before the first paycheck in November. To be eligible for the longevity payment, the administrative assistant must be an active employee in the fiscal year in which the longevity payment is to be paid.

Longevity payments are prorated according to the regular hours worked by the employee on an annual basis. The amounts listed in Appendix A are based on a 12 month work schedule and 35 hour work week.

Number of Years	Amount		
	FY 23	FY24	FY25
After 5 Years	\$ 600	\$ 700	\$ 800
After 7 Years	\$ 800	\$ 900	\$1,000
After 10 Years	\$1,200	\$1,300	\$1,400
After 12 Years	\$1,400	\$1,500	\$1,600
After 15 Years	\$1,850	\$1,950	\$2,050
After 20 Years	\$2,350	\$2,450	\$2,550
After 25 Years	\$2,750	\$2,850	\$2,950
After 30 Years	\$3,100	\$3,200	\$3,300

APPENDIX B - ADMINISTRATIVE ASSISTANT EVALUATION FORM

BEDFORD PUBLIC SCHOOLS ADMINISTRATIVE ASSISTANT Performance Evaluation

Name of Employee _____ Position _____

Department _____ Review Period _____ to _____

Name and Title of Evaluator _____

This evaluation form should be used in conjunction with the job description for the position being evaluated. This will allow the measures of performance in the form to be related to the specific duties and responsibilities of the position.

RATING LEVELS AND DEFINITIONS

The following levels and definitions are to be used in evaluating the employee's performance in each criterion. Ratings must be in whole numbers.

Level 1 = Exceeds Expectations

The employee's performance, within the criterion, consistently exceeds expectations and requirements.

Level 2 = Meets Expectations

The employee's performance, within the criterion, consistently meets expectations and requirements.

Level 3 = Needs Improvement

The employee's performance, within the criterion, meets minimal expectations and requirements. Written improvement recommendations will be included.

Level 4 = Unsatisfactory

The employee's performance, within the criterion, is below expectations and requirements. Potential for improvement must be evident or could be considered for termination. Written improvement recommendations will be included.

A. Job Knowledge

Extent to which the employee: (1) possesses knowledge and skills for both the major and minor components of performing job functions of her/his position; (2) understands where the job fits into the overall mission of the Bedford Public Schools; (3) contributes to the effectiveness of the department; and (4) performs all requirements of the job descriptions.

Rating Assigned: _____

Comments: _____

B. Accountability/Dependability

Extent to which the employee: (1) is punctual in adherence to arrival and departure time for work; (2) demonstrates initiative and resourcefulness; (3) accepts criticism in a positive manner and works to improve performance; and (4) is willing to participate in further training/education for advancement of personal skills and overall job proficiency.

Rating Assigned: _____

Comments: _____

C. Teamwork and Cooperation

Extent to which the employee: (1) Works in harmony with others and functions as a team member to work more efficiently; (2) willingly offers or accepts assistance when appropriate; (3) adapts positively to changes in the work setting; and (4) respects fellow co-workers and demonstrates professional demeanor in conflictive situations.

Rating Assigned: _____

Comments: _____

D. Customer Service

Extent to which the employee: (1) is cordial, courteous and professional when working with supervisor, administrators, co-workers, staff, students, vendors and public-at-large; (2) is patient, listens attentively and puts customer concerns ahead of self; (3) maintains high energy level, keeps calm in critical situations and deals effectively with personal confrontations.

Rating Assigned: _____

Comments: _____

E. Interpersonal/Communication Skills

Extent to which the employee: (1) communicates with clarity and conciseness both orally and in writing; (2) clearly, accurately and positively represents and follows department policies and procedures; and (3) is considerate of different types of people and cultures.

Rating Assigned: _____

Comments: _____

F. Productivity

Extent to which the employee: (1) is prompt in completing assignments and meets deadlines as assigned; (2) consistently produces work that meets school quality standards; (3) effectively budgets time, is well organized and focused; (4) performs job functions with accuracy, versatility, and in a timely manner; and (5) functions with minimal supervision.

Rating Assigned: _____

Comments: _____

G. Judgment/Problem Solving

Extent to which employee: (1) identifies causes, makes sound and logical job-related decisions that are in the best interest of the Bedford Public Schools; (2) open to new ideas, programs, systems, and/or structures; (3) recognizes when supervisory intervention is appropriate and/or necessary for problem resolutions; and (4) correctly determines priorities according to departmental needs.

Rating Assigned: _____

Comments: _____

Supervisor's Comments: (This section may be used for "Needs Improvement" or "Unsatisfactory" ratings.

Overall Rating:

Satisfactory: _____

Unsatisfactory: _____

Evaluator's Signature _____

Date _____

Employee's Signature _____


Date _____

Employee's signature indicates that he/she has received and read this report. Any written comments need to be attached within ten days. A copy will be placed in the employee's personnel file.

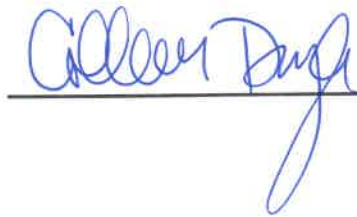
SIGNATURES

THIS CONTRACT BETWEEN THE BEDFORD SCHOOL COMMITTEE AND THE
BEDFORD SCHOOLS SECRETARIES ASSOCIATION IS AGREED TO BY THE
RESPECTIVE PARTIES ON THIS DATE June 14, 2022.

REPRESENTATIVE OF BEDFORD PUBLIC SCHOOLS:



~~Assistant~~
TOWN MANAGER:



REPRESENTATIVE OF BEDFORD EDUCATION ASSOCIATION:

