

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

**between the**

**NEWTON SCHOOL COMMITTEE**

**and the**

**NEWTON EDUCATIONAL SECRETARIES ASSOCIATION**

**September 1, 2014 - August 31, 2015**

**and**

**September 1, 2015 - August 31, 2018**

## TABLE OF CONTENTS

ARTICLE	NAME	PAGE
	Preamble .....	1
I	Recognition .....	1
II	Committee Rights .....	1
III	Association Activity .....	2
IV	Grievance and Arbitration Procedure .....	3
V	No Strike - No Lockout .....	5
VI	Salaries and Classification .....	5
VII	Days and Hours of Work .....	8
VIII	Holidays .....	11
IX	Vacation .....	12
X	Sick Leave .....	12
XI	Leave of Absence With Pay .....	15
XII	Maternity/Child Care Leave .....	16
XIII	Indemnification .....	16
XIV	Insurance .....	16
XV	Transfers and Promotions .....	18
XVI	Miscellaneous Working Conditions .....	20
XVII	Existing Rights and Privileges .....	22
XVIII	Dues Deduction and Agency Service Fee .....	23
XIX	Reduction-in-Force .....	24

## TABLE OF CONTENTS

ARTICLE	NAME	PAGE
XX	Stability of Agreement .....	26
XXI	Savings Clause .....	26
XXII	Duration .....	27
	Signature Page.....	27
<b>APPENDICES:</b>		
A-1	Salary Schedule Effective September 1, 2014.....	28
A-2	Salary Schedule Effective September 1, 2015.....	30
A-3	Salary Schedule Effective September 1, 2016.....	32
A-4	Salary Schedule Effective March 1, 2017.....	34
A-5	Salary Schedule Effective September 1, 2017.....	36
A-6	Salary Schedule Effective March 1, 2018.....	38
B.	Written Grievance Form .....	40
C.	Evaluation Instrument .....	41

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 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 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 as a result of the meeting, she may, at her 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 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 has been unable to resolve informally with her immediate supervisor or which she has chosen not to take up with her immediate supervisor may, if she 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 dismissal or other matter pursuant to the provisions of this Article within ten (10) working days from the date of her dismissal or other grievable matter, in which case her 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. Effective upon ratification of the Agreement, each current member of the bargaining unit who was also a member of the bargaining unit in fiscal year 2014-2015 shall receive a one-time payment of \$180, reflecting a one-time compensation increase for fiscal year 2014-2015, prorated by FTE and date of hire.
- C. Effective September 1, 2015, a 2.4% Cost of Living Adjustment will be applied to the salary schedule.
- D. Effective September 1, 2016, a 1.3% Cost of Living Adjustment will be applied to the salary schedule.
- E. Effective March 1, 2017, a 0.7% Cost of Living Adjustment will be applied to the salary schedule.



- F. Effective February 1, 2017, two (2) new steps will be added to the salary schedule. Step 10 will be added to each category at 1% above Step 9, and Step 11 will be added to each category at 1% above Step 10.
- G. Effective September 1, 2017, a 1.3% Cost of Living Adjustment will be applied to the salary schedule.
- H. Effective March 1, 2018, a 0.7% Cost of Living Adjustment will be applied to the salary schedule.
- I. 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 11.

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 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. Effective September 1, 2014, 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 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 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 shall be paid at the maximum rate in effect for her 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 absence, the secretary providing the coverage shall be compensated on the salary schedule of the covered position at her 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	\$900
after 15	\$1800
after 20	\$2000
after 25	\$2200

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 ( $37\frac{1}{2}$ ) hours, consisting of five seven and one-half ( $7\frac{1}{2}$ ) 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 regularly scheduled hours on any day shall receive compensatory time for work hours at the mutual convenience of the employee and her supervisor or she shall be paid for such hours at her regular straight time rate for up to 40 hours in a given week and at the rate of one and one-half times her 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 wishes to 'bank' the comp time. If no time is reasonably available within 60 days for the secretary to take comp time and she does not wish to 'bank' the time, she 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 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 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 supervisor to work either during her lunch period or otherwise in excess of her regularly scheduled hours on any day, she 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 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 two (2) weeks. After five years of service, all such part-time employees shall be entitled to an annual vacation of three (3) weeks.
- Section 2.** All employees who are employed on a ten-month basis shall, after forty (40) weeks of service, be entitled to an annual paid vacation of three (3) weeks. In cases of employment for less than forty (40) weeks, the vacation period shall be pro-rated.
- Section 3.** The vacation pay of employees whose regular work week is less than thirty-seven and one-half (37½) hours shall be pro-rated according to the proportion the number of hours in their regular work week bears to thirty-seven and one-half (37½).
- Section 4.** 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 5.** 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 five (5) 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 is no longer eligible to receive any more days from the sick leave bank, deductions from her salary shall be computed as follows for each day of absence:

- |    |  |                            |
|----|--|----------------------------|
| a. | Twelve-month employees                           | 1/261 of her annual salary |
| b. | Ten-month employees                              | 1/211 of her annual salary |
| c. | Ten-month employees with more than 5 years       | 1/216 of her annual salary |
| d. | Elem. Executive Secretary                        | 1/216 of her annual salary |
| e. | Elem. Executive Secretary with more than 5 years | 1/221 of her annual salary |

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 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 option, draw upon her sick leave days in order to make up the difference between her workers' compensation insurance benefits and her regular salary. For each such occasion the employee will be charged with the appropriate fraction of a sick leave day; for example, if her workers' compensation benefit amount to two-thirds of her regular weekly salary and she elects to utilize the option provided by this Section, she will be charged with one-third of a sick leave day for each day of her absence until her 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.

## **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 or serious illness of a close family member or dear friend.
- b. Serious illness in 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 spouse, or her child will be awarded a degree or diploma.
- g. Absence caused by an automobile accident involving the employee on her way to employment (this is limited to the day of the accident only).

**Section 2.** From the days established primarily for death or serious illness in the immediate family, 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 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 accumulated sick leave days to that portion of her leave during which she is disabled from working as a result of her pregnancy and/or childbirth. For the purposes of this section, an employee will be presumed to be disabled as a result of her 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 March 1, 2012, the following changes will take effect:

- a. For members hired to begin their employment in FY 12 and beyond, the new employee contribution rate will be 25% (employee share) and 75% (city share)
- b. Deductibles up to \$250 for each individual/up to \$500 total for a family (new)
- c. Mandatory Prescription Mail-In Program (maintenance medications only)
- d. CanaRx program will remain in effect
- e. Specialist co-pay - \$35 (new)
- f. Office PCP co-pay - up \$5 from \$15 to \$20
- g. Outpatient day surgery co-pay - \$150 (new)
- h. Emergency Room co-pay - up \$50 from \$50 to \$100
- i. Prescription drugs co-pays:
  - Tier 1 - up \$5 from \$10 to \$15
  - Tier 2 - up \$5 from \$25 to \$30
  - Tier 3 - up \$15 from \$35 to \$50
- j. Preventive care co-pay - \$0 (new) (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 (new)

- l. \$500 one-time incentive for members who have an individual POS plan and \$1,000 for members who have a family POS plan who choose to change to an HMO or EPO plan. Members will have a window until February 15, 2012 to accept the incentive. If an employee accepts an incentive, he/she cannot return to the POS for the life of this contract. (new)
- m. The City agrees to make inquiry into the cost of a PPO plan. The City may, without the need for further bargaining, offer to all members the option of low-cost limited network plans when its health insurance providers make these available to Newton.
- n. The City agrees that in return for the changes listed above, it will not implement further changes in the terms and conditions of the health insurance plans offered by it to its bargaining unit members without the express written assent of the Association until, at the earliest, July 1, 2014.

**Effective September 1, 2013**

- o. Members who utilize a POS plan will pay 30% of premium; the City will endeavor to offer a PPO plan that offers out-of-network care as a lower cost alternative to a POS plan, to which members will also contribute 30%.

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

**Section 1.** Employees who are interested in transferring to a different position within their classification shall notify the Director of Human Resources to that effect. When any such position becomes vacant, the interested individual shall discuss the position with the principal or division head concerned or with the Director of Human Resources and 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 each member of the bargaining unit in accordance with the timetable listed below; if a member of the bargaining unit is not scheduled to work that week or is otherwise absent from work for that entire week, a copy of the notice shall be sent to her at home. 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 two 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 three weeks from the application deadline.
4. If the internal applicant is to be awarded the position, she 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 classification shall not be required to serve in her new position on a probationary basis. Any employee who applies for a vacancy but is not transferred to it shall remain in her 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 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 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 promotional probationary period of six months to be unable to fulfill the requirements of the promotional position shall be allowed to return to her former position within her former classification; if there is no such vacancy at the time, she 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 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 written comment, which shall be maintained with her 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. The sum of \$8,000 shall be budgeted each year for professional development and/or for the development of 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 job duties, or for work related books. Bargaining unit members must have the prior written approval of the Director of Human Resources in order to be reimbursed for courses, workshops and/or work related books under this Section. The maximum amount a bargaining unit member can be reimbursed is \$600.

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 NESA Member voluntarily elect to attend professional development, courses or workshops during non-working hours that have not been specifically arranged by NESA and the Committee, she shall be eligible for the \$600 reimbursement to cover the cost of said professional development, courses or workshops but she shall not be entitled to receive any compensation for her 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 NESA's contract with all of her accrued service and benefits, including longevity and sick time, with the City as of the date of her transfer.

**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.

Section 2.

In the event that there is any conflict between any rule or regulation of the Committee and any of the terms of this Agreement, the terms of this Agreement shall prevail.

**ARTICLE XVIII**  
**DUES DEDUCTION AND AGENCY SERVICE FEE**

**Section 1.** The Committee, whenever appropriately authorized by an employee in writing, agrees to instruct the City Treasurer to deduct dues to the Association from the salaries of its employees, as permitted by the General Laws of the Commonwealth of Massachusetts. Authorization will be in writing in the form set forth below.

**Section 2.** Any person desiring to have the Committee discontinue deductions as previously authorized must give the Committee and the Association sixty (60) days' advance written notice.

**Section 3.** The Association shall indemnify and save the Committee and/or the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this Article.

**Section 4.** **Dues Authorization Card**  
Name:

Address:

I hereby request and authorize the Newton School Committee to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of membership dues as certified by the Association in equal semi-annual payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I give the Committee sixty (60) days' advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and all of its officers from any liability therefor.

Date \_\_\_\_\_ Signature \_\_\_\_\_

**Section 5.** **Agency Service Fee**

Any member of the bargaining unit who is not a member in good standing of the Association shall, as a condition of continued employment in the bargaining unit, on or after the thirtieth day after the effective date of this Agreement or after six 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 layoff shall so indicate by completing, at the time of her 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 acceptance of the position to which she has been recalled within fourteen (14) days after her receipt of the notice will be deemed to have forfeited her 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 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.

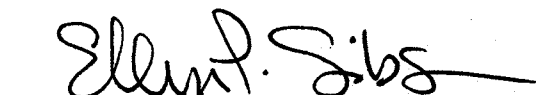
Section 2. Should any clause of this Agreement be declared by any court or agency of competent jurisdiction to be invalid or unenforceable, the validity of all other clauses in the Agreement shall be unaffected thereby and shall remain in full force and effect during its term.

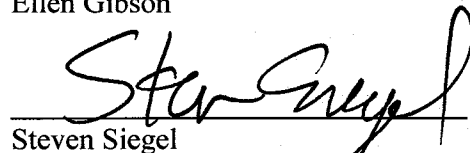
**ARTICLE XXII**  
**DURATION**

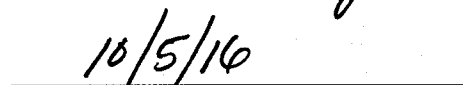
This Agreement shall consist of two (2) Collective Bargaining Agreements. The first shall be effective as of September 1, 2014 and shall extend through August 31, 2015. The second shall be effective as of September 1, 2015 and shall extend through August 31, 2018 and from year to year thereafter unless 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, 2017 and before November 1, 2017.

**NEWTON SCHOOL COMMITTEE**


  
Matthew Hills, Chairperson

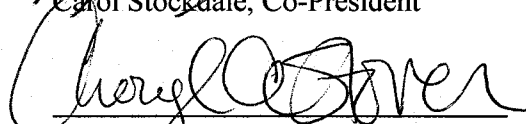
  
Ellen Gibson

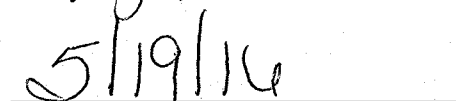
  
Steven Siegel

  
Date

**NEWTON EDUCATIONAL  
SECRETARIES ASSOCIATION**

  
Carol Stockdale, Co-President

  
Cheryl Stover, Co-President

  
Date

Appendix A-1 NESA Salary Schedule Effective September 1, 2014					
12 Month Annual Employees					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	39,789	41,740	43,788	45,939	48,197
2	41,750	43,799	45,950	48,209	50,581
3	44,353	46,532	48,820	51,222	53,745
4	45,660	47,904	50,260	52,734	55,332
5	47,454	49,788	52,239	54,812	57,514
6	48,979	51,389	53,920	56,577	59,367
7	49,461	51,895	54,451	57,135	59,953
8	50,450	52,933	55,540	58,278	61,152
9	51,081	53,595	56,234	59,006	61,916

10 Month Annual Employees					
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	33,056	34,676	36,378	38,164	40,041
2	34,685	36,387	38,174	40,050	42,021
3	36,847	38,657	40,558	42,554	44,649
4	37,933	39,797	41,755	43,810	45,969
5	39,423	41,362	43,398	45,536	47,781
6	40,690	42,692	44,795	47,002	49,320
7	41,091	43,113	45,236	47,466	49,807
8	41,912	43,975	46,141	48,415	50,803
9	42,436	44,525	46,718	49,021	51,438

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 9.

Appendix A-1					
NESA Salary Schedule Effective September 1, 2014					
Elementary Executive Annual					
Step	Grade 4a				
1	40,334				
2	42,327				
3	44,973				
4	46,301				
5	48,125				
6	49,675				
7	50,165				
8	51,168				
9	51,807				

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 9.



<b>Appendix A-2</b> <b>NESA Salary Schedule Effective September 1, 2015</b> <b>2.4% COLA Increase</b>					
<b>12 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	40,744	42,742	44,839	47,041	49,354
<b>2</b>	42,752	44,850	47,053	49,366	51,794
<b>3</b>	45,418	47,649	49,992	52,452	55,034
<b>4</b>	46,755	49,053	51,466	54,000	56,660
<b>5</b>	48,593	50,983	53,492	56,127	58,894
<b>6</b>	50,154	52,622	55,214	57,935	60,792
<b>7</b>	50,648	53,141	55,758	58,506	61,392
<b>8</b>	51,661	54,203	56,873	59,676	62,620
<b>9</b>	52,307	54,881	57,584	60,422	63,402

<b>10 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	33,849	35,508	37,251	39,080	41,001
<b>2</b>	35,517	37,260	39,090	41,012	43,029
<b>3</b>	37,732	39,585	41,531	43,575	45,721
<b>4</b>	38,843	40,752	42,757	44,862	47,072
<b>5</b>	40,370	42,355	44,440	46,629	48,927
<b>6</b>	41,667	43,717	45,870	48,130	50,504
<b>7</b>	42,077	44,148	46,322	48,605	51,002
<b>8</b>	42,918	45,031	47,248	49,577	52,023
<b>9</b>	43,455	45,593	47,839	50,197	52,673

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 9.

<b>Appendix A-2</b> <b>NESA Salary Schedule Effective September 1, 2015</b> <b>2.4% COLA Increase</b>					
<b>Elementary Executive Annual</b>					
<b>Step</b>	<b>Grade 4a</b>				
<b>1</b>	41,302				
<b>2</b>	43,343				
<b>3</b>	46,052				
<b>4</b>	47,412				
<b>5</b>	49,280				
<b>6</b>	50,867				
<b>7</b>	51,368				
<b>8</b>	52,396				
<b>9</b>	53,051				

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 9.

<b>Appendix A-3</b> <b>NESA Salary Schedule Effective September 1, 2016</b> <b>1.3% COLA Increase</b>					
<b>12 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	41,274	43,297	45,422	47,653	49,995
<b>2</b>	43,308	45,433	47,665	50,008	52,468
<b>3</b>	46,008	48,268	50,642	53,133	55,750
<b>4</b>	47,363	49,691	52,136	54,702	57,397
<b>5</b>	49,225	51,646	54,188	56,857	59,660
<b>6</b>	50,806	53,306	55,932	58,688	61,582
<b>7</b>	51,306	53,832	56,483	59,267	62,190
<b>8</b>	52,333	54,908	57,613	60,452	63,434
<b>9</b>	52,987	55,594	58,333	61,208	64,227

<b>10 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	34,289	35,970	37,735	39,588	41,535
<b>2</b>	35,979	37,744	39,598	41,545	43,589
<b>3</b>	38,222	40,100	42,071	44,142	46,315
<b>4</b>	39,348	41,282	43,313	45,445	47,684
<b>5</b>	40,894	42,906	45,018	47,235	49,563
<b>6</b>	42,208	44,285	46,466	48,756	51,161
<b>7</b>	42,624	44,722	46,924	49,237	51,666
<b>8</b>	43,476	45,616	47,863	50,222	52,699
<b>9</b>	44,020	46,186	48,461	50,850	53,358

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 9.

<b>Appendix A-3</b> <b>NESA Salary Schedule Effective September 1, 2016</b> <b>1.3% COLA Increase</b>					
<b>Elementary Executive Annual</b>					
<b>Step</b>	<b>Grade 4a</b>				
<b>1</b>	41,839				
<b>2</b>	43,907				
<b>3</b>	46,651				
<b>4</b>	48,028				
<b>5</b>	49,920				
<b>6</b>	51,528				
<b>7</b>	52,036				
<b>8</b>	53,077				
<b>9</b>	53,740				

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 9.

<b>Appendix A-4</b> <b>NESA Salary Schedule Effective March 1, 2017</b> <b>Add Steps 10 and 11 @ 1% each and 0.7% COLA Increase</b>					
<b>12 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	41,563	43,600	45,740	47,986	50,345
<b>2</b>	43,611	45,751	47,998	50,358	52,835
<b>3</b>	46,330	48,606	50,996	53,505	56,140
<b>4</b>	47,695	50,039	52,500	55,085	57,799
<b>5</b>	49,569	52,007	54,567	57,255	60,077
<b>6</b>	51,162	53,680	56,323	59,099	62,013
<b>7</b>	51,666	54,208	56,878	59,682	62,625
<b>8</b>	52,699	55,292	58,016	60,875	63,878
<b>9</b>	53,358	55,984	58,741	61,636	64,676
<b>10</b>	53,891	56,543	59,328	62,253	65,323
<b>11</b>	54,430	57,108	59,921	62,876	65,976

<b>10 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	34,529	36,222	37,999	39,866	41,825
<b>2</b>	36,231	38,009	39,875	41,836	43,894
<b>3</b>	38,490	40,380	42,366	44,451	46,639
<b>4</b>	39,623	41,571	43,616	45,763	48,017
<b>5</b>	41,181	43,206	45,333	47,566	49,910
<b>6</b>	42,504	44,595	46,792	49,097	51,519
<b>7</b>	42,922	45,035	47,253	49,582	52,027
<b>8</b>	43,781	45,935	48,198	50,573	53,068
<b>9</b>	44,328	46,509	48,800	51,206	53,731
<b>10</b>	44,771	46,974	49,288	51,718	54,268
<b>11</b>	45,219	47,444	49,781	52,235	54,811

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 11.

<b>Appendix A-4</b> <b>NESA Salary Schedule Effective March 1, 2017</b> <b>Add Steps 10 and 11 @ 1% each and 0.7% COLA Increase</b>					
<b>Elementary Executive Annual</b>					
<b>Step</b>	<b>Grade 4a</b>				
<b>1</b>	42,132				
<b>2</b>	44,214				
<b>3</b>	46,978				
<b>4</b>	48,365				
<b>5</b>	50,270				
<b>6</b>	51,889				
<b>7</b>	52,401				
<b>8</b>	53,449				
<b>9</b>	54,117				
<b>10</b>	54,658				
<b>11</b>	55,205				

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 11.

<b>Appendix A-5</b> <b>NESA Salary Schedule Effective September 1, 2017</b> <b>1.3% COLA Increase</b>					
<b>12 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	42,103	44,167	46,334	48,610	51,000
<b>2</b>	44,178	46,346	48,622	51,012	53,522
<b>3</b>	46,932	49,238	51,659	54,201	56,870
<b>4</b>	48,315	50,690	53,183	55,801	58,550
<b>5</b>	50,214	52,683	55,277	57,999	60,858
<b>6</b>	51,827	54,377	57,055	59,867	62,819
<b>7</b>	52,337	54,913	57,618	60,458	63,439
<b>8</b>	53,384	56,011	58,770	61,667	64,708
<b>9</b>	54,051	56,711	59,505	62,438	65,517
<b>10</b>	54,592	57,278	60,099	63,062	66,172
<b>11</b>	55,138	57,850	60,700	63,693	66,834

<b>10 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	34,978	36,693	38,493	40,384	42,369
<b>2</b>	36,702	38,503	40,394	42,379	44,464
<b>3</b>	38,990	40,905	42,917	45,028	47,246
<b>4</b>	40,138	42,111	44,183	46,358	48,642
<b>5</b>	41,716	43,768	45,922	48,184	50,559
<b>6</b>	43,056	45,175	47,400	49,736	52,188
<b>7</b>	43,480	45,620	47,867	50,226	52,704
<b>8</b>	44,350	46,532	48,824	51,231	53,758
<b>9</b>	44,904	47,114	49,435	51,871	54,430
<b>10</b>	45,353	47,585	49,929	52,390	54,974
<b>11</b>	45,807	48,060	50,428	52,915	55,523

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 11.

<b>Appendix A-5</b> <b>NESA Salary Schedule Effective September 1, 2017</b> <b>1.3% COLA Increase</b>					
<b>Elementary Executive Annual</b>					
<b>Step</b>	<b>Grade 4a</b>				
<b>1</b>	42,680				
<b>2</b>	44,789				
<b>3</b>	47,588				
<b>4</b>	48,993				
<b>5</b>	50,923				
<b>6</b>	52,563				
<b>7</b>	53,082				
<b>8</b>	54,143				
<b>9</b>	54,820				
<b>10</b>	55,369				
<b>11</b>	55,923				

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 11.



<b>Appendix A-6</b> <b>NESA Salary Schedule Effective March 1, 2018</b> <b>0.7% COLA Increase</b>					
<b>12 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	42,398	44,476	46,659	48,950	51,357
<b>2</b>	44,487	46,670	48,963	51,369	53,897
<b>3</b>	47,261	49,583	52,021	54,580	57,268
<b>4</b>	48,653	51,044	53,555	56,192	58,960
<b>5</b>	50,565	53,052	55,663	58,405	61,284
<b>6</b>	52,190	54,758	57,455	60,286	63,259
<b>7</b>	52,704	55,297	58,021	60,881	63,884
<b>8</b>	53,758	56,403	59,181	62,098	65,161
<b>9</b>	54,430	57,108	59,921	62,875	65,976
<b>10</b>	54,974	57,679	60,520	63,504	66,635
<b>11</b>	55,524	58,255	61,125	64,139	67,302

<b>10 Month Annual Employees</b>					
<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>1</b>	35,223	36,950	38,763	40,667	42,666
<b>2</b>	36,959	38,772	40,677	42,676	44,776
<b>3</b>	39,263	41,192	43,217	45,344	47,577
<b>4</b>	40,419	42,406	44,492	46,682	48,982
<b>5</b>	42,008	44,074	46,243	48,521	50,913
<b>6</b>	43,358	45,491	47,732	50,084	52,554
<b>7</b>	43,784	45,939	48,202	50,578	53,072
<b>8</b>	44,660	46,858	49,166	51,589	54,134
<b>9</b>	45,218	47,444	49,781	52,234	54,811
<b>10</b>	45,670	47,918	50,278	52,757	55,359
<b>11</b>	46,127	48,397	50,781	53,285	55,912

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 11.

<b>Appendix A-6</b> <b>NESA Salary Schedule Effective March 1, 2018</b> <b>0.7% COLA Increase</b>					
<b>Elementary Executive Annual</b>					
<b>Step</b>	<b>Grade 4a</b>				
<b>1</b>	42,978				
<b>2</b>	45,102				
<b>3</b>	47,921				
<b>4</b>	49,336				
<b>5</b>	51,280				
<b>6</b>	52,931				
<b>7</b>	53,453				
<b>8</b>	54,522				
<b>9</b>	55,204				
<b>10</b>	55,756				
<b>11</b>	56,314				

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 11.

**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: \_\_\_\_\_ Date: \_\_\_\_\_**  
**Grievance Committee Representative**

# 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee displays knowledge of job responsibilities and job content.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee plans, organizes, and executes assignments, while prioritizing urgent matters appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee in competent is the use of office technology and job related software.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUALITY AND PERFORMANCE				
	Unsatisfactory	Needs Improvement	Proficient	Exemplary
The employee uses problem-solving techniques.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee performs job related tasks reliably and on a timely basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee uses available resources appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee follows policies and procedures in performing job responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee displays attention to detail, avoids errors and strives to assure accuracy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee provides accurate and timely information to coworkers and the school community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee demonstrates effective communication skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee demonstrates teamwork and the ability to support their supervisor and collaborate with co-workers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROFESSIONALISM</b>				
	Unsatisfactory	Needs Improvement	Proficient	Exemplary
The employee demonstrates a positivity toward accomplishing school and/or department goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee adapts to changing situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee stays current on new developments and changes in specialty area and applies them to their position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee is reliable and punctual.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>WORK HABITS AND ATTITUDES</b>				
	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Employee demonstrates a strong work ethic.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee completes work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The employee demonstrates initiative and resourcefulness.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee accepts constructive feedback and suggestions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**APPENDIX C**

<b>Evaluators Comments:</b>

<b>Recommendations for professional growth:</b>

## 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.

---

Employee Signature

Date

---

Supervisor Signature

Date

cc: Employee File