

# **AGREEMENT**

between the

**WAYLAND SCHOOL COMMITTEE**

and the

**WAYLAND EDUCATIONAL  
SECRETARIES' ASSOCIATION**

July 1, 2020 to June 30, 2023



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**AGREEMENT BETWEEN  
THE WAYLAND SCHOOL COMMITTEE AND THE  
WAYLAND EDUCATIONAL SECRETARIES' ASSOCIATION  
July 1, 2020, to June 30, 2023**

This Agreement is made by and between the SCHOOL COMMITTEE OF THE TOWN OF WAYLAND (hereinafter referred to as the "COMMITTEE") and the WAYLAND EDUCATIONAL SECRETARIES' ASSOCIATION (hereinafter referred to as the "ASSOCIATION").

**ARTICLE I  
RECOGNITION AND DEFINITIONS**

- 1.1 **Unit Description**--In accordance with the provisions of G.L. Chapter 150E, the COMMITTEE recognizes the ASSOCIATION as the sole and exclusive bargaining organization for employees serving in a unit of all permanent full- and part-time positions **including** all administrative assistants, secretary/receptionists, secretaries, media center assistants, language lab assistants, teacher assistants, student supervisors (indoors), student supervisors (outdoors), computer lab assistants, and science lab assistants, but **excluding** the Administrative Assistant to the Superintendent, the Administrative Assistant to the Assistant Superintendent, the Administrative Assistant to the Director of Student Services, the Administrative Assistant to the Business Administrator, the Administrative Assistant to the METCO Director, the Accounts Manager, the Benefits Manager, the Payroll Manager, Systemwide Computer Technicians, and all other employees of the Wayland Public Schools.
- 1.2 **Negotiators**--It is understood that both the COMMITTEE and the ASSOCIATION reserve the right to appoint their own negotiators.
- 1.3 **Definitions**
- (a) **Employee**--Unless otherwise indicated, the employees in the above unit represented by the ASSOCIATION will be hereafter referred to as "employee(s)."
- (b) **Full-time employees (12-month)** are defined as those persons employed on a twelve-month basis and a minimum 35-hour week. **Full time employees (10-month)** are defined as those persons employed on a ten-month basis who are Teacher Assistants (Elementary) employed on a minimum 29.25-hour week, Teacher Assistants (Secondary) employed on a minimum 30-hour week, or Secretaries, Student Supervisors, Lab Assistants or Media Center Assistants employed on a minimum 32.5-hour week.
- (c) **Part-time employees** are defined as follows:
- 12-month employees who work fewer than 35 hours per week;

- 10-month employees who work fewer hours than the number of hours that qualify as full-time for each position, as follows:
    - Teacher Assistant (Elementary): 29.25 hours per week;
    - Teacher Assistant (Secondary): 30 hours per week;
    - Secretary, Student Supervisor, Lab Assistant, Media Center Assistant: 32.5 hours per week.
- (d) **School-year employees (10-month)** are those persons employed to work ten months. The work year shall begin one day before all teachers report for work and end upon completion of 185 workdays, exclusive of weekends, school holidays, and school vacation periods, but including three paid personal days. These employees may be released sooner, subject to the approval of the principal, provided the work normally associated with the closing of school has been completed.
- (e) **Business Day**--A day when the Superintendent's office is open for business.

## ARTICLE II

### ASSOCIATION MEMBERSHIP

- 2.1 **Notice to the ASSOCIATION**--The COMMITTEE shall advise all new permanent employees at the time of their employment that the ASSOCIATION is their bargaining organization and will notify the ASSOCIATION President of the name, address, and classification of such new permanent employees.
- 2.2 The COMMITTEE and the ASSOCIATION recognize the right of any employee to become a member of the ASSOCIATION and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of this right.
- 2.3 **ASSOCIATION Responsibilities**--The ASSOCIATION shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.
- 2.4 **Dues Deduction**--The COMMITTEE agrees to deduct ASSOCIATION dues from the bi-weekly wage of each employee who so authorizes in writing. The amount of such dues shall be communicated to the COMMITTEE by the President of the ASSOCIATION in writing no later than November 1st of each year. Said deductions shall be made in the first pay period of November. Upon collection, the dues shall be paid to the ASSOCIATION.
- 2.5 There will be no reprisals of any kind taken against any member of the ASSOCIATION by reason of membership in the ASSOCIATION or participation in its activities.

## ARTICLE III

### GENERAL

3.1 **Discussions**--Within fifteen (15) calendar days of written notification by either party, the ASSOCIATION and the COMMITTEE (or their representatives) will meet to discuss the application or interpretation of any provisions of this contract.

3.2 **Access to Information**--The COMMITTEE will, upon request, provide the ASSOCIATION with any available public documents, together with any other information ordinarily available to the public which may be necessary for the ASSOCIATION to carry out its responsibilities as bargaining agent.

The COMMITTEE shall forward to the ASSOCIATION President a copy of the COMMITTEE's official agenda prior to each COMMITTEE meeting.

The COMMITTEE will make available, upon request, copies of approved and released minutes of official COMMITTEE meetings as soon as possible after such meetings. The ASSOCIATION will make available to the COMMITTEE, upon request, any general notices distributed to its membership.

3.3 **Publication of the Agreement**--Copies of this Agreement will be reproduced at COMMITTEE expense and a copy given to each member upon their request. An electronic version will be posted on the District's website.

3.4 **Savings Clause**--If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications will continue in full force and effect.

3.5 **COMMITTEE's Rights**--The COMMITTEE retains complete responsibility and authority to supervise and control the Wayland Public School system and the employees thereof including the employees subject to this Agreement, except as limited or modified by the express provisions of this Agreement. Nothing in this Agreement shall be deemed to derogate from powers and responsibilities of the COMMITTEE under the statutes of the Commonwealth. As to every matter not covered by this Agreement, the COMMITTEE retains the powers, rights, and duties that it has by law and may exercise the same at its discretion.

3.6 **Scope of Agreement**--This document constitutes the entire Agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts.

3.7 **Indemnification**--So far as required by the General Laws of the Commonwealth, the School Committee shall provide indemnification whenever any employee covered by this Agreement shall become eligible therefor.

- 3.8 **Policies**--The Agreement constitutes a part of COMMITTEE and ASSOCIATION policy for the term of said Agreement, and the COMMITTEE and the ASSOCIATION will carry out the commitments contained herein and give them full force and effect as COMMITTEE and ASSOCIATION policy.
- 3.9 **No Strike Clause**--There shall be no strike, sit-down, slowdown, work stoppage, or other interferences with work, and no such interference shall be authorized, sanctioned, or supported in any way by the ASSOCIATION.
- 3.10 **School Cancellation**--In case of school cancellation, school-year (10-month) employees will not be expected to report for work unless they are so directed by their Principal or immediate supervisor. In the case of extreme weather conditions, 12-month employees will be expected to report for work unless they are so directed not to report by their Principal/designee or for the employees at Central Office their immediate supervisor.
- 3.11 **Leaving Work**--Employees shall not leave school buildings during working hours without permission of their Principal or immediate supervisor.
- 3.12 **Use of School Facilities**--The ASSOCIATION shall have the right to use without charge the inter-school department mailing system and shall have the right to use without charge school equipment and/or rooms, subject to availability, for its official use upon reasonable notice.
- 3.13 **Notification**--The COMMITTEE shall issue employment letters and contracts for the succeeding year according to the following schedule:
- (a) By **June 1**, each returning **12-month** employee shall receive his or her letter of employment, specifying the employee's duties, pay rate, work year, stipends, and any other relevant information.
  - (b) By **August 1**, each returning **10-month** employee will receive his or her specific assignment with the understanding that every effort will be made to send these letters earlier than August 1 and with the understanding that Special Education Teacher Assistants will be notified of the student(s) with whom they are working or to whom they are assigned as soon as the needs of the students and their programs are verified.
  - (c) Within one week of hiring for new employees.

#### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

##### **4.1 Definitions**—

- (a) A grievance is a dispute involving the interpretation or application of any of the provisions of this Agreement.
- (b) A grievant is a member of the Association, members of the Association (who have the same or virtually the same grievance), or the Association itself on behalf of its members.

#### 4.2 **LEVEL 1:**

- (a) The grievant shall submit the grievance in writing to his/her Principal within fourteen (14) calendar days after the occurrence of the event or condition which gives rise to the grievance. The grievance shall specify with particularity the event or condition upon which it is based and the provisions of this Agreement which it is claimed are violated thereby. Incorrect identification of provisions claimed violated shall not invalidate the grievance provided they were made in good faith.
- (b) The grievant's Principal to whom the grievance is submitted will have fourteen (14) calendar days to meet with the grievant in an effort to resolve the grievance and to render a decision in writing. If a decision is not rendered, the grievance shall be deemed denied at the expiration of said period.

#### 4.3 **LEVEL 2:**

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, h/she may, within fourteen (14) calendar days after the disposition at Level One, submit a written statement to the Superintendent of Schools setting forth the facts upon which the grievance is based, and the ASSOCIATION shall submit, at the same time, its finding of facts as to the grievance.
- (b) The Superintendent or his/her designee shall meet with the grievant and a representative of the ASSOCIATION within fourteen (14) calendar days after receipt of said statement in an effort to resolve the same. In the event that the Superintendent or his/her designee fail to submit a written decision upon said grievance within fourteen (14) calendar days following the aforementioned meeting, the grievance shall be deemed denied at the expiration of fourteen (14) calendar days.

#### 4.4 **LEVEL 3:**

If the grievance is not settled at Level Two, it may be advanced by the grievant to the COMMITTEE within seven (7) calendar days from the date the grievance is denied to be considered by the COMMITTEE and an answer given within thirty (30) calendar days. If there is no answer, the grievance is deemed denied.

#### 4.5 **LEVEL 4:**

If the grievance is not settled at Level Three, it may be submitted, within fourteen (14) calendar days, to arbitration in accordance with the voluntary arbitration rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon all parties if supported by substantial evidence and in conformity with the contract. Any grievance hereunder which is not



presented within the foregoing procedures is deemed waived and may not be submitted to arbitration.

The cost for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the COMMITTEE and the ASSOCIATION.

**ARTICLE V**  
**POSTING OF VACANCIES**

- 5.1 **Definition**--A vacancy is an opening in an existing position caused by the resignation, retirement, termination, or death of the employee holding that position, or in a newly-created position when such position is recognized by the COMMITTEE as included in the bargaining unit as defined by Article I. Further, a vacancy exists for purposes of posting only after the COMMITTEE has met all of its obligations with regard to employees who have been laid off.
- 5.2 **Postings**--Vacancies in all existing positions and newly-created positions covered by this Agreement shall be posted for five (5) business days on the District website and will be sent to all bargaining unit members by email. During this period, the vacancy will not be offered to a non-ASSOCIATION applicant except on a temporary basis. Notice of position vacancies shall contain:
- |                  |                             |                    |
|------------------|-----------------------------|--------------------|
| 1. Job Title     | 4. Conditions of employment | 6. Date of posting |
| 2. Location      | 5. Application deadline     | 7. Qualifications  |
| 3. Starting date |                             |                    |
- 5.3 **Applications**--Employees desiring such positions shall submit a completed application form along with the appropriate backup material to the Superintendent or designee before the application deadline.
- 5.4 The Wayland Public Schools is an equal opportunity employer.
- 5.5 **Procedures**--All candidates for positions will be appointed on the basis of:
- (a) a personal interview with the immediate supervisor; and
  - (b) a proficiency test, when applicable; and
  - (c) a personal interview with the Superintendent or a designee.
- 5.6 **Employment**--Employment is subject to appointment by the Superintendent upon nomination by the principal.
- 5.7 Any applicant covered by this Agreement will be notified by the school principal or designee as to the disposition of his/her candidacy at the earliest possible time. Upon request, applicants will receive this notification in writing.
- 5.8 **Current Member Preference**--Where a new position has been created or a job opening has occurred, all other qualifications being equal, preference shall be given to current bargaining unit members.

**ARTICLE VI**  
**SENIORITY**

- 6.1 Seniority means an employee's length of uninterrupted service in years, months, and calendar days in the Wayland Public Schools. Leaves of absence shall not be considered breaks in service; however, time spent on unpaid leave shall not be counted toward seniority. Ties in length of service will be resolved by lot. An employee who is laid off and recalled shall be credited with seniority accrued prior to the effective date of the layoff.
- 6.2 Should an employee be laid off, there will be no loss of seniority. If an employee is fired or leaves employment voluntarily, seniority is lost.

**ARTICLE VII**  
**EVALUATION**

- 7.1 Not later than June 1 of each school year, at least one written evaluation (see Appendix E) shall be made of each employee by the immediate supervisor.
- 7.2 The evaluation shall be discussed with the employee so that there may be understanding of the evaluation.
- 7.3 The evaluation shall be signed by both the employee and the immediate supervisor with additional comments either party cares to make.
- 7.4 The evaluation shall be made out in duplicate, one copy to be given to the employee and the original to be filed with the employee's records at the Central Office.
- 7.5 No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee has had the opportunity to review such material and signifies his/her review by affixing his/her signature with the express understanding that such signature in no way indicates agreement with the content thereof. The employee will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or designee and attached to the original document in the employee's personnel file.
- 7.6 ASSOCIATION employees shall be and are hereby granted full and complete access to their personnel files and all documents therein as long as advance notice is given.

**ARTICLE VIII**  
**SICK LEAVE**

- 8.1 Effective July 1st each year every employee shall be credited with fifteen (15) days of sick leave. At the ratification of this agreement, all active employees hired after 1/1/08 shall deposit one sick day to the Sick Leave Bank. Any new employees hired after the ratification of this agreement will deposit one sick day to the Sick Leave Bank in their first year of employment.

- 8.2 12-month employees first employed more than one month after July 1st of any year shall be credited with one day of sick leave per month until the next July 1<sup>st</sup> when they shall be credited with 15. 10-month employees first employed more than one month after the start of the school year shall be credited with one day of sick leave per month until the start of the next school year, when they shall be credited with 15.
- 8.3 Unused sick leave shall accumulate from year to year without limit.
- 8.4 Sick leave shall be granted for absence due to personal illness, injury, disability, or exposure to contagious diseases, except that employees may use up to five (5) days of accrued sick leave per contract year to care for members of their immediate family in the event of unforeseen short-term illness. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom. If an employee is not eligible for FMLA leave and does not want an extended leave of absence, she is entitled to leave which is the length of her disability period, or eight (8) weeks leave pursuant to G.L. c. 149, sec. 105F, whichever is longer.
- 8.5 An employee with a minimum of ten (10) years' service who provides notification of retirement by October 1st of the school year preceding the school year in which the employee intends to retire shall receive a lump sum payment to be computed by multiplying the number of the employee's unused accumulated sick leave days by \$40.00, but not to exceed \$4,000. The only exception for the October 1st notification deadline shall be for an employee who is currently experiencing/dealing with an extreme medical situation involving the employee or the following relatives of the employee: spouse, child, sibling, or parent, including any individual who has acted in place of and as parent or spouse to the employee or employee's spouse; in that case, the employee shall give the required notice as soon as possible. Best efforts will be made to include this lump sum payment in the employee's final paycheck. If an employee who has a minimum of ten (10) years' service is laid off pursuant to ARTICLE X, said employee may elect to receive the lump-sum payment described above in lieu of recall to a subsequent vacancy should one occur. Employees who have received the maximum lump sum payment of \$4,000 and continue to have unused accumulated sick leave days may donate up to fifteen (15) of these unused sick days to the Sick Leave Bank.
- 8.6 There shall be no loss of rights to salary increments while on sick leave.
- 8.7 Employees injured on the job and receiving Worker's Compensation may, upon their request, be granted sick leave, provided they have sick leave credit available, to the extent that they will receive such amount as will, when added to the amount of the Worker's Compensation, result in the payment to them of their full salary.
- 8.8 In the event of the death of an employee covered by this Agreement, the employee's designated beneficiary or, if none, his/her estate, shall receive a lump sum payment to be computed by

multiplying the number of the employee's unused accumulated sick leave days by \$40.00, but not to exceed \$4,000.

- 8.9 The COMMITTEE authorizes the establishment of a Sick Leave Bank for use by employees whose accumulated Sick Leave is exhausted through prolonged illness. The Sick Leave Bank shall be administered by the Superintendent or designee and a representative of the ASSOCIATION in accordance with regulations developed in consultation with the ASSOCIATION (see APPENDIX B). An employee will be eligible for up to 90 days per school year of the Sick Leave Bank. In the event of prolonged and/or repeated disabilities, the School Committee may at its sole discretion grant additional days of sick leave from the Sick Leave Bank. An employee may only participate in the Sick Leave Bank starting with the July 1<sup>st</sup> after his/her initial appointment.
- 8.10 Absences of more than five (5) consecutive workdays, pursuant to this ARTICLE, shall be certified by the employee's physician to ensure the employee's fitness to return to work.
- 8.11 The COMMITTEE may, in those circumstances when it determines that an employee's physician has failed to provide sufficient information, require certification by a school department physician for absences of more than five (5) days.

## ARTICLE IX

### MISCELLANEOUS LEAVE

- 9.1 **Bereavement Leave**—An employee shall be granted up to five (5) school days of leave without loss of pay in the case of a death of the employee's spouse, child, sibling, grandparent, grandchild, or parent (including any individual who has acted in place of and as parent to the employee or employee's spouse); this provision applies to in-laws for the foregoing categories. At the discretion of the Superintendent, bereavement leave may be approved in other circumstances.
- 9.2 **Jury Duty**--Upon notification of an employee's immediate supervisor, an employee will be granted leave without loss of pay to serve, as long as the court may require (and shall report for work whenever excused), as a member of a jury. Any payment the employee receives for this duty shall be reimbursed to the Wayland Public Schools.
- 9.3 **Parental Leave of Absence**—Birth fathers and co-parents shall be granted five (5) personal days within the first year of the child's birth. An additional five (5) days may be used from the individual's personal sick leave. A paid leave of absence not to exceed thirty (30) school days, to be deducted from accumulated sick leave, will be granted to an employee for the purpose of attending to the adoption of his/her child. In the event that both adoptive parents are employees of the school district, then the thirty days will be the total for both parents.
- 9.4 **Other Leaves**--An employee may be granted a leave of absence without pay upon the recommendation of the immediate supervisor and the approval of the Superintendent or a designee,

provided such leave does not hamper the operation of the school(s). The employee must apply in writing for such leave of absence, including the reason for the leave of absence.

During a leave of absence, there shall be no accrual of sick leave or seniority. Upon conclusion of a leave of absence, the employee shall be reinstated to the position held prior to said leave or to another comparable position. Leave of Absence shall be defined as a period of not more than 12 months.

- 9.5 To the extent that an employee is on any leave for a reason encompassed within the FMLA or the Small Necessities Leave Act, such leave shall be deducted from the employee's entitlement to FMLA leave or Small Necessities leave.

## **ARTICLE X REDUCTIONS IN FORCE**

- 10.1 When the COMMITTEE determines that the number of employees covered by the Agreement must be reduced, the affected employee(s) will, if possible, be so notified in writing no later than June 1 but in no event later than July 1.

10.2 **Groups**

- (a) For purposes of reduction-in-force within the Wayland Educational Secretaries' Association bargaining unit, the following groups of non-certified personnel are established:

**Group I** Secretary to the Early Childhood and Out of District Coordinator (non-confidential), Secretary to the Technology Director, Secretary, Secretary/Receptionist.

**Group II** Administrative Assistant

**Group III** Teacher Assistant, Language Lab Assistant, Science Lab Assistant

**Group IV** Student Supervisor (Indoor/Outdoor)

**Group V** Computer Lab Assistant

**Group VI** Media Center Assistant

- (b) The Administration will make a determination as to which positions need to be filled in order to deliver the total educational program. A list will be developed of those positions to be eliminated, along with their appropriate Groups. Subsequently, two additional lists will be compiled: a seniority list for each of the above-mentioned Groups and a list of the junior-most employees in the affected Groups, equal in number to positions to be reduced in that group. If an employee's name appears on both additional lists, then said employee shall be laid off.
- (c) Employees whose positions have been eliminated but who have not been laid off will then be offered vacancies in other positions within their Group. More senior employees will be transferred to the vacant positions on the basis of their qualifications and interviews with the supervisors involved.

- (d) Ten-month employees may not bump junior twelve-month employees.
  - (e) Should no vacancies exist, then the employee whose job has been eliminated shall have the right to bump the junior-most employee within that group only, provided she/he is qualified for said position.
  - (f) Seniority means an employee's length of uninterrupted service in years, months, and calendar days in the Wayland Public Schools. Leaves of absence shall not be considered breaks in service; however, time spent on an unpaid leave shall not be counted toward seniority. Ties in length of service will be resolved by lot.
  - (g) An employee whose position has been eliminated who refuses to transfer to a vacant position shall be laid off.
- 10.3 Employees who have been laid off as opposed to dismissed will be given preference in the reverse order of their layoff in filling vacancies in the classification from which they were laid off for one year following the effective date of their layoff.
- 10.4 All employees who have been laid off will be sent notices of all vacancies which occur within one year in positions covered by this Agreement. An employee who has been laid off and who is offered recall will have seven (7) calendar days in which to notify the Superintendent of his/her intent to return to work. An employee who is offered recall and who declines to commence work within fifteen (15) calendar days from date of notice of intent to return will forfeit all rights to all benefits including recall provided for in this Agreement.
- 10.5 An employee on leave of absence pursuant to Section 9.4 shall be considered as if she/he were on active duty for purposes of this Article.

## ARTICLE XI

### CLASSIFICATIONS, RATES OF PAY AND REIMBURSEMENTS

- 11.1 **Classifications and Rates of Pay**--Classifications and Rates of Pay are set forth in the APPENDIX A of this Agreement which is attached hereto and made a part hereof.
- 11.2 Nothing in this Agreement shall prevent the COMMITTEE from changing the hours for the classifications listed in the APPENDIX A provided the gross pay is adjusted proportionately.
- 11.3 **Position Listing**--The listing of positions in this Agreement does not in any way restrict the right of the COMMITTEE to reduce the number of positions.
- 11.4 **New Employees**--The Superintendent may place new employees at any step, subject to the conditions in section 11.5 below. Employees shall advance one step per school year until they reach maximum. In order to receive credit for a full school year, an employee will have to work at least ninety (90) school days.
- 11.5 **Placement on Steps**--For newly hired employees, a Business/Secretarial certificate will be counted as one step; an Associate's degree will be counted as one step; a Bachelor's degree will be counted

as one step; a Master's degree will be counted as one step; Massachusetts teacher certification will be counted as one step; and for every two years of similar work one step of credit may be given. A current employee who obtains a degree (Associate's, Bachelor's, or Master's) or Massachusetts teacher certification in addition to the degree(s) he or she possessed upon initial employment shall advance one step for each such additional degree or certification. Any employee who anticipates such a step change shall notify the Assistant Superintendent by October 1 of the school year preceding the school year in which the step change will take effect.

Beginning in FY22, all employees who would otherwise have been placed on steps 1 or 2 of the salary scale will instead be placed on step 3. This change will not impact the step placement of any other employees.

**11.6 Group Insurance Program** - Employees who regularly work twenty or more hours per week are eligible for participation in all group health and life insurance programs.

(a) The Town offers the health plans and contribution rates as identified in the G.L. Chapter 32B, Section 19, Agreement between the Town of Wayland and the Wayland Public Schools and Town of Wayland unions dated September 26, 2016, effective January 1, 2017, and continuing through June 30, 2019. The Section 19 Agreement may be amended as agreed upon by the parties to the Agreement.

(b) Effective July 1, 2019, unless superseded by a subsequent agreement, the Town's premium contribution toward the Benchmark Plans shall be 74% for individual plans and 64% for family plans. The Town's contribution towards a PPO or POS plan shall be 50%.

(c) Part-time employees will contribute to health insurance plans at the rate of 50%. All part-time employees hired and working prior to June 30, 2008, and who participated in the health insurance plan offered by the Town of Wayland prior to June 30, 2008, will be grandfathered so that their contribution rate for any health insurance plan offered by the Town of Wayland will be consistent with the contribution rates paid by full-time employees in the same plan.

**11.7 Temporary Position Compensation**--Any employee who is required to work temporarily in an ASSOCIATION position covered by this Agreement, which position carries a higher rate of pay than the pay for his/her normal position, shall be compensated for such work at the higher rate of pay after a one-week period.

If said employee is subsequently appointed to the position on a permanent basis, said higher rate will be paid retroactively to the first day of the temporary assignment.

**11.8 Overtime**—Overtime is defined as those hours worked in excess of forty (40) hours. An employee who is required to work overtime by his/her immediate supervisor shall be compensated at time and one-half for all hours worked over forty (40) hours, or by compensatory time to be taken as may be agreed upon by the employee and supervisor. Earned compensatory time must be taken within the fiscal year of the date in which the time was earned. The employee will submit their request to their

supervisor at least two (2) weeks in advance of using their earned compensatory time. If an employee is unable to use their earned compensatory time by the end of the fiscal year, up to 12 hours will be paid to the employee at their regular hourly rate. An employee's earned compensatory time record will be maintained by the building principal or designee.

11.9 **Travel Reimbursements**--In the event an employee is required to use a personal motor vehicle on school business, a travel allowance at the rate set by the COMMITTEE shall be paid. Said rate will be the town-approved rate, as most recently adjusted.

11.10 **School Business Compensation**--If the Superintendent requires employees to take a certified health course or other course pertaining to or required by their employment (excluding annual mandated trainings set forth by law or School Committee Policy), they shall be paid at their regular hourly rate of compensation for such class time, said payments to be made upon satisfactory completion of such courses. Such courses are deemed "school business" and said employee shall be eligible for travel allowance. Two hours shall be set aside at the beginning of each school year to allow members to complete the annual mandated trainings. If additional time is needed, then members will complete the trainings at times they are not scheduled, including outside of the school day.

11.11 **Longevity**—For FY21 and FY22, in the 6<sup>th</sup> year of continuous employment since the date of hire by the school district, an employee shall receive an annual longevity payment of three hundred and fifty dollars (\$350). In the 11<sup>th</sup> year of continuous employment since the date of hire by the school district, an employee shall receive an annual longevity payment of 4.0% of his/her base annual salary in lieu of the aforementioned \$350.

For FY23, beginning in the 6<sup>th</sup> year of continuous employment since the date of hire by the school district, an employee shall receive an annual longevity payment according to the following schedule:

For 10-month employees:

- In the 6th year of continuous employment: \$475 per year
- In the 11th year of continuous employment: \$1,400 per year
- In the 16th year of continuous employment: \$1,550 per year
- In the 21st year of continuous employment: \$1,750 per year

For 12-month employees:

- In the 6th year of continuous employment: \$475 per year
- In the 11th year of continuous employment: 4.5% of salary



Longevity payments will be made once a year, by payroll, in June. To qualify for the additional payments under this section, the employee must have completed the required years of service before June 30th.

- 11.12 **Reclassification Notice**--If the School Committee reclassifies any of the above positions to non-bargaining unit positions, the President of the ASSOCIATION shall be so notified in writing.
- 11.13 ASSOCIATION employees who have been designated as Identified Substitutes will be paid an additional \$1.00 per hour over and above the rate designated in Appendix A. Beginning in FY22, Elementary employees who have been designated as Identified Substitutes will work an additional 2.5 hours per week. The designation of an ASSOCIATION employee as an Identified Substitute may be made by the Superintendent at the time of hire or during the course of the school year for the remainder of a school year. In the event an ASSOCIATION employee who has not been designated as an Identified Substitute is assigned to substitute for a teacher for more than one hour in any school day, said employee will receive, as additional compensation, \$85 per day (or a prorated amount if more than one hour but less than a full school day).
- 11.14 Twelve-month ASSOCIATION employees will be paid in equal bi-weekly installments on regular paydays between July 1 and June 30. Ten-month ASSOCIATION employees shall be paid in equal bi-weekly installments on regular paydays between September 1 and June 30. All employees shall be paid through direct deposit electronic transfer. Employees will receive an electronic deposit advice notification for each deposit.

## **ARTICLE XII**

### **ANNUAL LEAVE**

- 12.1 All school-year employees (10-month) shall be granted up to three (3) school days of leave without loss of pay for time necessarily and actually lost for personal and/or business which cannot reasonably be accomplished outside the workday. Notification for such leave shall be made to the employee's immediate supervisor as far as possible in advance of the date of such leave, but in no event less than forty-eight (48) hours in advance of such date except in the case of an emergency. Any employee who needs a personal day need not indicate the reason s/he needs the day. No personal leave may be taken the day before or after a holiday or a vacation period except in unusual circumstances and only with the approval of the employee's immediate supervisor and the Superintendent/designee. The work year for ten-month employees shall end upon the completion of 185 workdays. These employees may be released sooner, subject to the approval of the Principal, provided the work normally associated with the closing of school has been completed.
- 12.2 All full-time employees (12-month) will be entitled to take annual leave with pay in accordance with the following schedule:

(a) twenty working days for the first five years of employment, with the exception that employees in their first year of employment earn 1.6 annual leave days per month during the first six months of employment, and then earn the remaining 10 days at the beginning of their seventh month;

(b) on the fifth anniversary of employment, twenty-five working days.

A 10-month employee who is subsequently appointed to a full-time (12-month) position will be given credit for all prior service for purposes of determining entitlement to annual leave at the rate of one 10-month school year equaling one year of service.

- 12.3 The normal annual leave period for 12-month employees is from July 1 through Labor Day. Under extenuating circumstances and upon approval of the immediate supervisor and the Superintendent or a designee, leave may be taken at other times during the year if practicable. Annual leave may not be accumulated from one fiscal year to another except with the prior written approval of the Superintendent or designee.
- 12.4 Whenever an employee is unable to use annual leave to which he/she is entitled because of retirement or death, the employee, or in the case of death the employee's estate, shall be paid at the regular rate of compensation payable at the termination of employment in lieu of such annual leave.
- 12.5 Holidays occurring during annual leave periods are not counted as annual leave.
- 12.6 In extenuating circumstances and with the approval of the Superintendent or designee, unpaid leave days may be granted for the care of an immediate family member, not to exceed 30 working days in a contract year. If the reason for the leave qualifies under the FMLA, and the employee is eligible for FMLA, the employee may take up to twelve (12) weeks of unpaid leave, which shall encompass the thirty (30) working days provided by this paragraph.
- 12.7 12-month employees will be paid at their contract rate for all days worked in any 12-month period between July 1 and the subsequent June 30.
- 12.8 All full-time employees (12-month) will be granted up to one (1) day of leave without loss of pay for observance of a religious holyday of the religious faith to which the employee belongs when such holyday falls on a day on which the employee is required to report. The employee shall notify his/her immediate supervisor as far as possible in advance of such holyday, but in no event less than forty-eight (48) hours in advance of such holyday.

### **ARTICLE XIII**

#### **HOLIDAY LEAVE**

- 13.1 The following days shall be holidays for all full-time employees (12-month):

New Year's Day	Independence Day	Veteran's Day	Friday after Thanksgiving
President's Day	Martin Luther King Day	Thanksgiving Day	Christmas Eve Day
Patriot's Day	Indigenous People's Day	Labor Day	Christmas Day

Memorial Day

- 13.2 All full-time employees (12-month) are eligible for the preceding paid holidays. Holidays which fall on working days shall be considered as time worked. If a paid holiday under this Agreement falls on a Saturday, employees covered by this Agreement will be given an additional day off at such time as is mutually agreed upon by the employee and his/her supervisor. The Superintendent may require an ASSOCIATION employee to work at the Central Office if the Town building is open on Christmas Eve Day. Said employee will be given an additional day off at such time as is mutually agreed upon by the employee and his/her supervisor. A "current practices" letter is on file with the ASSOCIATION.
- 13.3 If a listed holiday falls on Sunday, then the succeeding Monday shall be the holiday. If the Superintendent and employee cannot agree to another day off, then the employee shall take the next workday when school is not in session.

#### ARTICLE XIV

##### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 14.1 **Tuition/Conference Reimbursements**--The COMMITTEE will pay tuition and conference fees for educational programs which are designed to enhance skills or acquire new skills related to the duties of the position held by an employee covered by this Agreement which are taken at colleges, universities, business schools, secretarial schools, or training programs upon successful completion of said courses provided the employee received advance approval from the Superintendent (or designee). This section does not apply to employees who are on leave of absence.
- 14.2 **Conferences, Workshops, etc.**--Upon written approval of the Superintendent or a designee, time shall be granted for attendance at professional conferences, workshops, seminars, and other professional improvement sessions where applicable. Responses shall be made within five (5) working days of receipt of request, if possible.
- 14.3 **Reimbursement Fund**--The amount of reimbursement for tuition and conferences, workshops, etc., will be \$19,000 each year for the three years of this Agreement (2020-2023), paid out in accordance with the rules and procedures set out in Appendix D.
- 14.4 No loss of pay, sick leave, or other rights shall occur because of any such activity.
- 14.5 Requests for attendance at such sessions shall be made through the immediate supervisor at least ten (10) working days in advance.

#### ARTICLE XV

##### ZIPPER CLAUSE

All proposals and counterproposals which were made during negotiations but not included within this Agreement have been withdrawn without prejudice to either party. All rights and benefits which the parties

had as part of the prior Agreement remain in full force and effect except as specifically modified by the language of this Agreement.

**ARTICLE XVI**

**DURATION**

This Agreement shall be effective as of July 1, 2020, and shall continue and remain in full force and effect through June 30, 2023. No later than December 1, 2022, the COMMITTEE and the ASSOCIATION shall enter into negotiations for a successor Agreement. If this Agreement expires prior to a successor Agreement being ratified and signed by the Association and the Committee, the terms of the Agreement will remain in effect, and will not be changed, except as permitted by law.


This Agreement having been duly ratified by the COMMITTEE and the ASSOCIATION, the parties hereto affix their signatures.

**FOR THE WAYLAND SCHOOL COMMITTEE**

  
Chris Ryan, Chair

8/2/2021  
Date

**FOR THE WAYLAND EDUCATIONAL SECRETARIES' ASSOCIATION**

  
Aiden Webb, President

7/16/21  
Date

## **APPENDICES**

**HOURLY RATES OF PAY BY CATEGORY**

FY 2021	2% COLA (added to base)
FY 2022	2% COLA (added to base)
FY 2023	2.5% COLA (added to base)

**As of July 1, 2020**

Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$19.86	\$20.83	\$21.72	\$22.86	\$24.35	\$25.61	\$27.74	\$28.19
2	\$18.89	\$19.96	\$20.95	\$22.01	\$22.97	\$24.84	\$26.07	\$26.56
3	\$18.82	\$19.56	\$20.13	\$20.95	\$21.71	\$23.55	\$25.47	\$25.92
4	\$17.77	\$18.82	\$20.02	\$21.10	\$22.59	\$23.81	\$25.47	\$25.92
5	\$18.85	\$19.64	\$20.22	\$20.97	\$21.71	\$23.55	\$25.47	\$25.92

**As of July 1, 2021**

Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$20.26	\$21.24	\$22.15	\$23.32	\$24.83	\$26.12	\$28.30	\$28.76
2	\$19.27	\$20.36	\$21.37	\$22.45	\$23.43	\$25.33	\$26.59	\$27.09
3	\$19.20	\$19.95	\$20.54	\$21.37	\$22.14	\$24.02	\$25.98	\$26.44
4	\$18.12	\$19.20	\$20.42	\$21.53	\$23.04	\$24.28	\$25.98	\$26.44
5	\$19.23	\$20.03	\$20.62	\$21.39	\$22.14	\$24.02	\$25.98	\$26.44

**As of July 1, 2022**

Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$20.76	\$21.78	\$22.70	\$23.90	\$25.46	\$26.78	\$29.01	\$29.48
2	\$19.75	\$20.87	\$21.90	\$23.01	\$24.02	\$25.97	\$27.26	\$27.77
3	\$19.68	\$20.45	\$21.05	\$21.90	\$22.69	\$24.62	\$26.63	\$27.10
4	\$18.58	\$19.68	\$20.93	\$22.06	\$23.62	\$24.89	\$26.63	\$27.10
5	\$19.71	\$20.53	\$21.14	\$21.93	\$22.69	\$24.62	\$26.63	\$27.10

**Categories**

- 1 Administrative Assistant
- 2 [No applicable positions]
- 3 Secretary 12 months, Secretary/Receptionist 12 months, Secretary to the Technology Director, Secretary to the Early Childhood/Out of District Coordinator (non-confidential)
- 4 Student Supervisor (Indoors)
- 5 Secretary 10 months, Secretary/Receptionist 10 months, Teacher Assistant, Media Center Assistant, Language Lab Assistant, Science Lab Assistant, Computer Lab Assistant, Student Supervisor (Outdoors)

**SICK LEAVE BANK REGULATIONS  
Wayland Educational Secretaries' Association**

In order to implement the Sick Leave Bank for the WAYLAND EDUCATIONAL SECRETARIES' ASSOCIATION, the following regulations are hereby adopted:

**I. MEMBERSHIP**

Any employee of the Wayland Public Schools included within the bargaining unit set forth in ARTICLE ONE of the Agreement Between the Wayland School Committee and the Wayland Educational Secretaries' Association shall be a member of the Sick Leave Bank and shall contribute one day of sick leave at the time of initial employment. When exhausted, the Bank shall be renewed by the contribution of one additional day by each member of the bargaining unit.

**II. BENEFITS**

- A. Any member who shall have exhausted his/her accumulated sick leave shall be eligible to request sick leave days (hereinafter referred to as "benefit days") from the Bank on account of any one illness upon submitting a written application therefor to the Sick Leave Bank Committee accompanied by a statement of the applicant's physician testifying to the illness. Sick leave days may be granted by the Sick Leave Bank Committee for any number of days as determined by said Committee, but in no event shall said Committee grant more than 90 days.
- B. All such applications for benefits shall be filed with the chairman of the Sick Leave Bank Committee and the Assistant Superintendent at least five days before the expiration of the member's accumulated sick leave.
- C. Applications shall be processed and considered in order of receipt. In the event that approval of one or more applications for benefit days would result in depletion of the Sick Leave Bank, the Committee shall assign the benefit days remaining as equitably as possible among those members whose application shall then be pending.

**III. ADMINISTRATION**

- A. The Sick Leave Bank shall be managed and administered by the Sick Leave Bank Committee, consisting of four members: two to be appointed by the Wayland Educational Secretaries' Association and two to be appointed by the Superintendent of the Wayland Public Schools. The members appointed by the Association shall serve at its pleasure.
- B. The Committee shall process and consider all applications for benefit days within one week of receipt and shall assign such days to members who shall be eligible for such benefits.
- C. All actions of the Committee shall require the affirmative vote of no fewer than three members.
- D. Any member who shall be aggrieved by the neglect or failure of the Committee to assign one or more benefit days in response to an application shall be granted an informal hearing by the Committee within one week after it has received a written request therefor, said written request to be submitted within five days of notification of the denial of the member's original request, and the Committee may, thereupon, reconsider its decision.

- E. Any member who shall be aggrieved by the neglect or failure of the Committee to reconsider its decision after such an informal hearing may submit a written statement to the Executive Board of the ASSOCIATION setting forth the facts and arguments upon which he/she relies in claiming the benefits applied for. The Board shall, within fourteen days, notify the member of its decision and there shall be no appeal therefrom. No hearing shall be granted by the School Committee in connection with any such appeal.
- F. The grievance procedure set forth in the Agreement shall not be available to any member who is dissatisfied with the result of the proceedings set forth above.
- G. By September 15 of each year, the Committee shall notify all members, through the Assistant Superintendent and the Chairman of the Sick Leave Bank Committee, of the number of members participating in the Sick Leave Bank and the number of benefit days then in the Bank. Members may, of course, obtain such information from the Assistant Superintendent at any time.
- H. The Committee shall submit a report of its operations to the Superintendent of Schools and the President of the Association no less frequently than once each year, and make such recommendations on matters of policy and procedure as it may consider appropriate.
- 1. The Sick Leave Bank Committee may consider an individual member's sick leave record in determining the eligibility of that member to receive benefit days from the Sick Leave Bank.



**PARENTAL LEAVE - MASSACHUSETTS GENERAL LAWS****Chapter 149 Section 105D, Parental leave; rights and benefits:**

An employee who has completed the initial probationary period set by the terms of employment, not to exceed 3 months, or, if there is no such probationary period, has been employed by the same employer for at least 3 consecutive months as a full-time employee, shall be entitled to 8 weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child. The employee shall give at least 2 weeks' notice to the employer of the anticipated date of departure and the employee's intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual's control. The employee shall be restored to the employee's previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the employer to an employee on parental leave for the birth of a child. The parental leave may be with or without pay at the discretion of the employer. If the employer agrees to provide parental leave for longer than 8 weeks, the employer shall not deny the employee the rights under this section unless the employer clearly informs the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than 8 weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

The employer shall not be required to restore an employee on parental leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the employee's parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of the leave.

The parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible at the date of the leave or any other advantages or rights of employment incidental to the employment position; provided, however, that the parental leave shall not be included, when applicable, in the computation of the benefits, rights and advantages; and provided further, that the employer need not provide for the cost of any benefits, plans or programs during the parental leave unless the employer provides for such benefits, plans or programs to all employees who are on a leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

Every employer shall post and keep posted in a conspicuous place upon its premises a notice describing this section and the employer's policies related to this section

## **APPENDIX D**

### **ADMINISTRATIVE PROCEDURES**

#### **TUITION/CONFERENCE REIMBURSEMENT**

1. Eligibility for reimbursement requires submission of evidence of payment and transcripts or other evidence of successful completion of approved courses or attendance at conferences.
2. These funds shall be distributed in the following manner: Each employee who completes one or more approved courses or conferences and submits the requisite proof of payment shall, as soon as practicable, receive an initial reimbursement of up to \$150 against the amount requested subject to exhaustion of the fund. Any money remaining in the fund after the equal dollar disbursement shall be applied in subsequent rounds of \$500 disbursements until the fund is exhausted.
3. Non-university or college programs shall be computed on a credit basis with ten (10) instructional hours being equal to one (1) credit. The cost for such courses shall be reimbursed on the same basis as university and college courses. The maximum cost base upon which reimbursement will be calculated shall not exceed the most expensive individual college or university course.
4. The cycle for calculation of reimbursement from the contractually agreed sum for any fiscal year shall be from July 1 of the preceding fiscal year to June 30 of the fiscal year from which the funds will be drawn.
5. In order to be eligible for tuition/conference reimbursement, the Tuition/Conference Reimbursement Application must be submitted at the beginning of the course.

**WAYLAND PUBLIC SCHOOLS**  
ANNUAL PERFORMANCE EVALUATION FOR WESA STAFF

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

POSITION \_\_\_\_\_ YEAR \_\_\_\_\_

<b>1. PERFORMANCE</b>				
	<b>Exceeds Expectations</b>	<b>Meets Expectations</b>	<b>Below Expectations</b>	<b>Not Applicable</b>
Demonstrates organizational skills				
Understands and follows directions				
Demonstrates accuracy and efficiency				
Exhibits good communication skills				
Relates to students				

<b>2. PERSONAL CHARACTERISTICS</b>				
	<b>Exceeds Expectations</b>	<b>Meets Expectations</b>	<b>Below Expectations</b>	<b>Not Applicable</b>
Dependability				
Positive attitude				
Practices confidentiality				
Professional				
Cooperative				

<b>3. INITIATIVE</b>				
	<b>Exceeds Expectations</b>	<b>Meets Expectations</b>	<b>Below Expectations</b>	<b>Not Applicable</b>
Performs tasks with minimal supervision				
Does what needs to be done whether assigned or not				
Adjusts to new situations				

**4. Comments:**

**5. Additional job specific comments (if applicable):**

\*\*\*\*\*

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Signature indicates employee has received this report.*

Check here if additional pages are attached