

**AGREEMENT**  
**BETWEEN THE**  
**SCHOOL COMMITTEE OF THE TOWN OF NEEDHAM**  
**and**  
**THE NEEDHAM EDUCATION ASSOCIATION**  
**SECRETARIAL/CLERICAL SCHOOL AIDES UNIT**  
**UNIT D**  
**JULY 1, 2020 - JUNE 30, 2023**

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## **ARTICLE I RECOGNITION**

### **Section 1**

The Committee recognizes the Needham Education Association as the exclusive bargaining agent of all full-time and part-time office secretarial employees, clerical (school) aides, computer technicians, AV technician, excluding all managerial, confidential, and casual employees, and all other school employees.

### **Section 2 - Definition of Employee**

Unless otherwise indicated, the term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit as above-defined.

### **Section 3 - Definition of Designee**

The word "designee" as referred to in the Agreement means Assistant Superintendent for Human Resources.

## **ARTICLE 2 RIGHTS OF THE ASSOCIATION**

### **Section 1**

There shall be no discrimination, interference, restraint, or coercion by the School Committee or the Association or their respective agents against any employee because of membership or non-membership in or participation in the lawful activities of the Association.

Representation by the Association in the capacity of bargaining agent shall be available to all employees in the unit covered by this Agreement who are eligible for membership. No employee shall be required to join the Association as a condition of employment or to obtain such representation.

### **Section 2**

The School Committee accepts the association's request that effective on the 30<sup>th</sup> day following the ratification of this agreement and/or after the commencement of employment and/or by December 1 of any school year and/or at a time identified by the bargaining unit pending a future ratification vote of all employees governed by the Unit D contract, bargaining unit members shall become members in good standing of the Association. Any bargaining unit member who does not become a member shall be required to pay an agency service fee to the Association, which shall be set by the Association and/or its affiliate organizations (the Massachusetts Teachers Association and the National Education Association), payable upon notice as per the procedures and regulations determined by the Division of Labor Relations Commonwealth Employee Relations Board under its authority pursuant to M.G.L. Chapter 150E.

The sole method available for the collection of delinquent agency service fees shall be by civil litigation that shall be the sole responsibility of the Association. No bargaining unit member may be discharged or disciplined for failure to pay an agency service fee.

The Association shall indemnify the School Committee for any liability, exclusive of attorneys' fees and related costs, which incurs as a result of having entered into or administering this agency service fee agreement.

### **Section 3**

The Committee agrees that, in accordance with the provisions of the General Laws of Massachusetts, it will request the Town Treasurer to deduct membership dues or fees from the salaries of its employees who have voluntarily submitted a written authorization.

The amount so deducted will be remitted in accordance with such authorization to the Needham Education Association for the disbursement to the respective organizations, provided that the committee

shall be under no obligation to make any such deductions after the receipt of a revocation in accordance with the terms hereof.

The Association agrees to indemnify and hold harmless the Committee and/or Town for damages or other financial loss which they may be required to pay by an administrative agency or court of competent jurisdiction as a result of compliance with this Article.

Dues or fees will be deducted in thirty-eight or forty-two equal payments beginning in September.

The Committee agrees not to negotiate with any employee organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E with respect to the wages, hours, and conditions of employment of employees covered by this Agreement.

#### **Section 4**

This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

The Committee shall not be under an obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association, they shall be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

### **ARTICLE 3 MANAGEMENT RIGHTS AND NON-DISCRIMINATION POLICY**

Except as provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duties, and authority which they had prior to entering into this Agreement.

As to every matter not expressly covered by this Agreement and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee and the Superintendent retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance or arbitration.

The Needham Public Schools does not discriminate against students, parents, employees or the general public on the basis of race, color, sex, homeless status, gender identity, religion, national origin, sexual orientation, disability or age. In addition to the protected classes identified and in regard to employment practices, the Needham Public Schools also does not discriminate based on genetic information, ancestry or status as a veteran.

### **ARTICLE 4 CONTINUITY OF EMPLOYMENT**

#### **Section 1**

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof that they shall not cause, sponsor, sanction, assist, or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Needham Public Schools during the term of this Agreement.

#### **Section 2**

If the Association disclaims such activities publicly and in writing to the Committee and advises the individuals concerned that the activity is illegal and in violation of this Contract and instructs them to cease such activities, it will not be liable in any way therefore.

### **Section 3**

Employees who participate in any such activities may be disciplined or discharged as the Committee in its judgment deems proper; said discipline shall be final and binding upon the parties affected thereby and not subject to arbitration provided, however, the issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

### **Section 4**

In connection with any negotiations for a successor agreement held pursuant to Article 29 (Duration), said negotiation shall be conducted without the threat of sanctions or strikes by either party, and any outstanding differences shall be referred to the mediation, fact-finding, or other statutory impasse procedures permitted by law only.

## **ARTICLE 5 GRIEVANCES**

### **Section 1 - Introduction**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

### **Section 2 - Definition**

For the purpose of this agreement, a grievance shall be defined as:

Any complaint by an employee covered by this Agreement that he/she has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement.

### **Section 3 - Grievance Procedure**

**Level One** - An employee with a grievance will first present it in writing to the immediate supervisor. Unless the parties mutually agree otherwise, a Level One grievance meeting will be held between the parties within ten (10) working days of receipt of the grievance by the Immediate Administrator/Supervisor. The Immediate Administrator/Supervisor will respond in writing within five (5) working days of the Level One meeting. The grievant or Association must provide in writing the specific Article allegedly violated, date of the alleged violation, and the complete remedy sought.

**Level Two** - If the grievance is not satisfactorily resolved, the grievant has ten (10) working days from the written response of the Immediate Administrator/Supervisor to file the grievance in writing with the Superintendent or designee. Unless the parties mutually agree otherwise, a Level Two grievance meeting will be held between the parties within ten (10) working days of the receipt of the grievance by the Superintendent or designee. The Superintendent or designee will respond in writing within ten (10) working days of the Level Two meeting.

**Level Three** - If the grievance is not satisfactorily resolved, the Association has fifteen (15) working days from the written response of the Superintendent to give notice to the Superintendent that the grievance is being submitted to arbitration. If, at the end of fifteen (15) working days following the presentation of grievance in writing to the Superintendent or designee, the grievance shall not have been disposed of to the satisfaction of the employee, the Association may, by giving written notice to the Superintendent, submit the grievance to arbitration.

#### **Section 4 - Class Action Grievances**

If there is a grievance which directly affects a group or class of employees, or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance.

#### **Section 5 - Time Limits**

If at the end of twenty (20) working days following the occurrence of any issue giving rise to a grievance or the date when the employee should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth above, the grievance shall be deemed to have been waived. Failure of the employee/Association filing the grievance to appeal a decision to the next level within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Administration to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties. In the event a grievance is filed on or before June 1 which, if left unresolved until the beginning of the following school year would cause irreparable harm to the party in interest, the time limits set forth herein may be reduced by mutual written agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

#### **Section 6**

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level One and to state its views. If the employee so chooses, a representative of the Association may be present at Level One. The grievant may not elect to have anyone other than the exclusive bargaining representative present or to represent him/her during the grievance/arbitration procedure without the express written consent of the Association. The Association must be notified of the outcome of any Level One grievance at which an Association representative is not present.

#### **Section 7**

No written communication or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Needham for any employee involved in presenting such grievance.

#### **Section 8**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. For grievances and arbitration time limits, "days" shall be defined as days within the work year for employees. The time limits specified may be extended only by mutual written agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of the acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article. It is understood that any grievances pending at the conclusion of the Contract will remain operative in the subsequent contract period unless settled in negotiations. An employee may contact the Association at any time prior to or during the grievance procedure.

### **ARTICLE 6 ARBITRATION**

#### **Section 1**

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after the written notice specified above of the intention to arbitrate, then the party demanding arbitration shall, within three (3) work days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

## **Section 2**

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

## **Section 3**

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at his/her decision solely on the facts, evidence, and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Superintendent/Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee and the Association, and the employee, or group of employees, who initiated the grievance.

# **ARTICLE 7**

## **PERFORMANCE EVALUATION AND PROBATIONARY PERIOD**

## **Section 1**

A performance evaluation procedure shall be maintained which is reasonably related to the employee's job duties and/or performance.

## **Section 2**

The evaluation period shall be September 1 to August 31. Employees in the first two years of employment will be evaluated at least annually. Evaluations will be done every two years for secretaries after the second full year of employment. Interim evaluations may be performed at the discretion of the evaluator.

## **Section 3**

The evaluator will be the appropriate administrator as assigned by the Assistant Superintendent for Human Resources. Members will be notified of their evaluator by May 15 of the year preceding the evaluation year.

## **Section 4**

No later than forty-five (45) workdays after the start of the school year, the evaluator shall meet with the evaluatee for the purpose of explaining the procedure and answering questions regarding the procedure. During the probationary period, the immediate supervisor will meet with the employee for the purpose of reviewing the employee's performance and to explain and answer questions regarding the evaluation procedure.

## **Section 5**

The evaluatee will receive a copy of each evaluation for his/her signature. The employee's signature does not constitute affirmation of the contents of the evaluation, but only that the appropriate process has



been followed. The evaluatee shall be allowed to submit written comment to the evaluation within ten (10) days of receipt of the evaluation.

#### **Section 6**

An allegation that an unsatisfactory evaluation is arbitrary or without foundation may be raised through the grievance procedure, but in no event beyond the level of Superintendent. Individual categories of an evaluation are not grievable. Should the evaluatee fail to meet the required standard of performance, remedial action may occur consistent with Article 26.

#### **Section 7**

A new employee must serve a probationary period of ninety (90) workdays. Discharge during the probationary period is not subject to the grievance and arbitration procedure.

#### **Section 8**

A copy of the performance evaluation instrument for Unit D is included as an addendum to the contract.

#### **Section 9**

A new evaluation instrument will be developed by a Joint Committee comprised of three secretaries selected by the NEA (one from each level) and three administrators.

#### **Section 10**

By June 30, 2021, a committee of three (3) NEA members and three (3) administrators will convene to revise and update the evaluation tool for Unit D. Once completed, the tool will be used for FY 22 and FY 23. No later than January 30, 2023, the School Committee and NEA team will meet to review the committee's work and determine the new tool's efficacy for ratification in the following contract.

### **ARTICLE 8 MISCELLANEOUS LEAVES**

#### **Section 1 - Bereavement Leave**

With the approval of the Superintendent of Schools, an employee will be allowed up to five (5) workdays without loss of pay in each case of death in the immediate family. The term "immediate family" includes the employee's spouse, **domestic partner**, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or other person for whom the employee has primary responsibility for funeral arrangements.

The bereavement days must be taken within 60 calendar days of the death and if not taken consecutively, the days may only be taken in two (2) groups (*i.e.*, either 2 days and 3 days or 4 days and 1 day).

The Superintendent may grant additional leave at his/her sole discretion upon request in those circumstances which he/she deems appropriate.

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents or sibling of his/her spouse, **domestic partner** or a permanent member of the employee's household. The Superintendent may grant time off at his/her sole discretion with pay for an employee to attend services with respect to the death of any other family member.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave.

#### **Section 2 - Leave of Absence**

Requests for unpaid leave during the school year should be made only for good and sufficient reason approved by the employee's supervisor and submitted to the Superintendent for his/her decision. Unpaid

leaves of absence will not be granted on an annual basis; therefore, requests for such leaves should be limited to extraordinary circumstances (e.g., once-in-a-lifetime experience, but not strictly vacation or extension of a vacation period).

### **Section 3 - Jury Duty Leave**

An employee who is required to serve on jury duty during the school year will be paid full salary for the time served. Per diem compensation received by employees for jury duty on workdays will be returned to the Town.

It is necessary to request a leave of absence for mandatory jury duty. The employee must state the duration of the jury duty in writing to the **Assistant Superintendent for Human Resources** with a copy to the Superintendent or designee.

Employees are requested to attempt to schedule jury duty, if possible, during non-school time.

### **Section 4 - Personal Days**

Two days leave with pay may be granted each school year for imperative personal business which could not effectively be conducted outside of school hours. Personal days not used may accumulate to a maximum of four (4) days at the beginning of any school year.

Requests for such leave must be submitted to the **Assistant Superintendent for Human Resources** in writing as soon as possible and whenever possible not less than seventy-two (72) hours before the absence occurs.

In no event will this leave be granted so as to extend a holiday or vacation, except in the case of unforeseen circumstances when approved by the **Assistant Superintendent for Human Resources**.

### **Section 5 - Parental Leave**

**Parental Leave in the Needham Public Schools supports all families. Any member may apply for parental leave of absence for the purpose of giving birth to and/or receiving a child. This applies to members receiving a child through adoption, surrogacy, fostering with the intent to adopt or court-ordered placement.**

**Statutory Leave.** The School Committee shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D and the Family Medical Leave Act (FMLA). It is expected that the member will give at least two (2) weeks written notice prior to the member's anticipated date of departure.

Leaves under this article shall be granted in accordance with the applications of the FMLA. In the event of a dispute regarding the application of the FMLA, there will be no entitlement to arbitration if the matter is also pursued in another forum.

**Notice of Pregnancy.** The Superintendent of Schools will be notified in writing by the member no later than the beginning of the fourth month of pregnancy. Such notice will contain the approximate date on which the member intends to commence leave under this Article.

**Notice of Child Placement.** The Superintendent of Schools will be notified in writing by the adoptive or foster parent (member) requesting the leave as soon as practically possible, but at least thirty (30) days before the placement of the child.

Members shall have access to their sick accrual for up to ten (10) days in a contract year to

be designated as Parental Leave Days upon the arrival of a new child for which the member has an established and documented legal responsibility. These 10 days shall run concurrently with FMLA.

All leave taken under this article on Parental Leave will be taken within one (1) year of the birth, adoption or placement of a child. If not taken consecutively, the days may only be taken in two (2) parts.

**Extended Leave.** In the event that any member ~~with professional member status~~ who has completed three (3) full years of satisfactory service in Needham desires a leave without pay longer than the twelve (12) weeks provided by statute, said member will make every effort to commence such extended leave at a time corresponding with the beginning of a semester or a vacation period or marking period. Such leave will expire on September 1 July 1 following the birth/arrival of a child. The date of anticipated return will be established with the Superintendent at the time the leave commences.

If medical problems develop beyond the control of the member, the date of anticipated return will, if requested by the member, be extended (subject to the limitations set forth above) to the applicable September 1 July 1 at which the member is medically capable of resuming regular duties. The member of the unit must notify the Superintendent in writing by January 15 in the calendar year in which the leave expires of the member's intention to return in September or the member's intention to resign from the school system. Failure to comply with this requirement will be considered a resignation.

At the time of return, a doctor's certificate of good health must be presented upon request.

**Termination of Parental Leave.** In the event that a member desires to terminate Parental Leave, the member may make a written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement will be granted by the School Committee in the case that an acceptable vacancy exists.

**Salary Advancement.** A member returning from an extended leave under the provisions of this Article will be placed on the next step of the salary schedule if actively employed by the Needham Public Schools for more than ninety-one (91) school days in the school year in which the leave commenced. The member will be assigned to a position in a school where a vacancy occurs for which the member is qualified.

## **Section 6 - Military Leave**

The Committee will comply with all state and federal laws with respect to mandatory military leave of absence. In such instances when an employee is required to perform active-duty training during the work year, s/he will be paid the difference between his/her regular pay for a two-week period and his/her certified military pay (assuming the latter is less).

## **ARTICLE 9 SICK LEAVE**

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick leave with pay may be granted in the case of a serious illness of a member of an individual's immediate family (spouse, domestic partner, child, parent) which requires the attention of the employee, not to exceed ten (10) days of sick leave per year allocation, unless otherwise approved by the Superintendent of Schools.

All eligible employees hired on or after July 1, 2017 will receive one day of sick leave per month. Eligible employees hired before July 1, 2017 shall receive the annual allotment of sick pay each July 1.

### **Section 1 - Full-Time Office Employees (10/11 and 12 Month Employees Working 35 or more hours per week)**

Full-time office employees are allocated one day of sick leave per month of work cumulative to a maximum of one hundred and seventy-five (175) days. 'Days' are equal to one-fifth (1/5) of the employee's regularly scheduled workweek.

### **Section 2 - Part-time Office Employees (10/11 and 12 months)**

Part-time employees working twenty or more hours per week are allocated one day of sick leave per month of work cumulative to a maximum of one hundred and seventy-five (175) days. 'Days' are equal to one-fifth (1/5) of the employee's regularly scheduled workweek.

Part-time employees working less than twenty hours per week are not entitled to paid sick leave.

### **Section 3 - Long-term Office Substitutes**

Long-term office substitutes (ten days or more) are entitled to sick leave benefits consistent with this Article.

### **Section 4 - Extended Illness Leave**

When an employee must be absent because of serious illness or accident for more than ten (10) days, he/she must present, prior to her/his return, a letter from her/his physician certifying that she/he is able to return to her/his position. In the event that her/his doctor cannot attest to her/his being physically able to carry on in her/his position, determination will be made by the Superintendent or designee if there is a less demanding position available in the school system for the individual. That information will be shared with the employee and, if her physician says that she/he is able to perform those duties, she/he may return on a temporary basis to that position. Her/his assignment in that position shall not extend beyond the period of a month, although this may be subject to review by the administrator involved and the Superintendent of Schools. She/he will be paid at her/his rate of pay for this temporary assignment.

In the event that there is no alternative position and if her/his physician says she/he is unable to return to her/his regular position, she/he may be extended a leave of absence without pay for one year in the expectation that the employee will be able to return to her/his position.

In the event that an employee is not able to return to her/his position and there is no alternative position available to her/him, arrangements for resignation or retirement will be made with the Assistant Superintendent for Human Resources, making every effort to assist the person with her/his separation.

The Superintendent of Schools may request an examination by the School Physician as to the necessity of any absence which exceeds three (3) days. In any instance where the school administration believes that such leave is being abused or used for purposes other than those for which it was intended, the employee will be notified and pay for the day or days involved will be withheld. If the employee maintains that the administration's decision is incorrect, the matter may be presented through the grievance procedure and arbitration.

Sick leave is not a bonus and is only intended for the unforeseen circumstances set forth above. Accordingly, employees whose services are terminated through resignation, dismissal, retirement, or death shall not be entitled to additional salary or wages in lieu of any sick leave not taken, nor may such unused sick leave be transferred to the account of any other employee.

#### **Section 5 - Further Extended Personal Illness**

Any employee whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay or increment for up to a period of one (1) year. Thereafter such leaves shall be subject to annual review.

#### **Section 6 - Extended Family Illness**

A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a member of the employee's immediate family or person for whom the employee has primary responsibility who is seriously ill.

### **ARTICLE 10 SICK LEAVE BANK**

#### **Section 1**

A Sick Leave Bank is established for use by qualified members of this professional staff who have exhausted their own sick leave and who are seriously ill. The purpose of the Sick Leave Bank will be to provide its members sick leave with pay for periods of disability resulting from illness, accident, or injury. In order to be eligible for a grant from the Sick Leave Bank, Sick Leave Bank participants must intend to return to regular duties.

#### **Section 2**

The Bank shall be maintained year to year until exhausted. When exhausted, the Bank shall be renewed by the contribution of one additional day by each member of the bargaining unit.

#### **Section 3**

The initial grant of sick leave by the Bank Committee shall not exceed fifteen (15) days.

#### **Section 4**

Upon completion of the fifteen (15) day period, additional entitlement may be extended by the Sick Bank Committee upon demonstration of need by the applicant.

#### **Section 5**

Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.

#### **Section 6**

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the School Committee to serve at its discretion, and two (2) members shall be designated by the Association. The fifth member shall be selected by the NEA and NSC on an alternating basis and shall vote only to break ties. For the 2020-2021 year, the NEA will choose the fifth person, whereas in 2021-2022, the choice will be that of the School Committee. In 2022-2023, the choice will revert back to the NEA. The Sick Leave Bank 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 Committee in administering the Bank and determining eligibility and amount of leave:

- a. Adequate medical evidence of serious illness;
- b. Prior utilization of all eligible sick leave;

- c. Length of service in the Needham Public Schools
- d. Use of previous sick leave and personal leave.

No days may be withdrawn to permit an individual to stay at home to care for other members of the family.

#### **Section 7**

The decision of the Sick Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

#### **Section 8**

The Sick Leave Bank shall be operated independently of any other employee bank for the duration of this contract.

#### **Section 9**

The member, or if the member is too disabled the NEA, must apply in writing for benefits. A Certificate of Health Care Provider form completed and signed by the licensed physician indicating that he/she is suffering a serious illness that requires further absence from work must accompany the application for benefits.

#### **Section 10**

The sick leave bank is not intended to serve as a disability policy. Unit D members are encouraged to consider options as outlined in Article 14, section 4, or other private short-and long-term disability policies.

#### **Section 11**

By October 15 of each year, Human Resources will provide the number of hours which remain in the Sick Bank to Unit D members.

#### **Section 12**

During the course of a contractual year, any Unit D member may voluntarily donate up to three (3) sick days from their personal accrual to the sick bank. At the member's request, Human Resources will provide a Sick Bank Donation form.

### **ARTICLE 11 SICK LEAVE BUYBACK POLICY**

A full-time employee of the Needham Public Schools may obtain an increase in compensation in the final year of work by following this established procedure.

An eligible employee who desires to participate in this program will notify the Superintendent of his/her intent to retire at least six (6) months before the day on which he/she plans to retire. A buyback payment would be issued as a lump sum at the termination of employment according to the following sick leave surrender policy:

<u>Years of Service</u>	<u>Maximum Number of Days</u>
20 or more	200
15 through 19	150
10 through 14	120

This buyback payment will be included in the final paycheck due the employee.

#### **Section 2**

Should an office employee with long service be forced to retire because of a personal emergency situation, a request for buyback will be considered.



### **Section 3**

The rate of buyback for those members retiring effective June 30 shall be forty (\$40) dollars per seven-hour (7) day (total hours accrued divided by seven (7) hours multiplied by forty (\$40) dollars). The rate of buyback for those members retiring effective any day other than June 30 shall be twenty-six (\$26) dollars per seven-hour (7) day (total hours accrued divided by seven (7) hours multiplied by twenty-six (\$26) dollars).

### **Section 4**

Under extraordinary circumstances, the Superintendent will consider a request to rescind retirement notification up to thirty (30) days before the scheduled retirement date.

### **Section 5**

In the event of the death or permanent disability of a person who has been an employee of the Needham Public Schools for a period of ten (10) years, the benefits of this section will be paid to the employee's beneficiary or to the employee if disabled.

### **Section 6**

Unit D members who have worked for ten (10) or more years in Needham who are dismissed in accord with the Reduction in Force Article (Article 15) will receive the Benefits of this Section without meeting the notice or other requirements.

## **ARTICLE 12 VACATIONS**

### **Section 1**

Effective July 1, 2018, all new hires will accrue vacation time on a monthly basis.

### **Section 2 - Twelve Month Office Employees Working Twenty Hours or More**

During the first two full years of employment, office employees on a twelve-month basis are entitled to twelve (12) days of vacation. If such an employee enters the school system after the school year commences, he/she will be entitled to one day of vacation for each month worked. After the third year and each year thereafter, an employee is entitled to three (3) weeks or fifteen (15) days. After ten or more years, four (4) weeks of vacation will be granted.

A vacation year is July 1 through June 30 of any given year.

A request in writing to carry over up to five (5) vacation days to the next vacation year may be allowed after approval of the immediate supervisor and notification to the Superintendent or designee. Submission to the Superintendent or designee must be pre-approved by the supervisor.

A request for an advance of vacation time would only be granted for a special, unusual, once-in-a-lifetime occasion and with approval by the immediate supervisor and the Superintendent or designee.

Because the office must be adequately staffed during the entire summer, vacation weeks must be staggered. In scheduling the vacation weeks, imbalance in the number of office personnel working each week must be avoided. Should an imbalance occur, preference will be given on the basis of seniority.

If an office employee wishes to take some vacation time during the school year, the needs of the office and the "peak workload" times will be considered by the administration in determining whether to approve such requests.

'Days' are equal to one-fifth (1/5) of the employee's regularly scheduled workweek.

### **Section 3 - Pro-Rated Vacation for Part-Time, Twelve-Month Office Employees**

Paid vacation will be based on the average number of hours per day for the previous year, with one day of vacation for each month worked. An employee who works less than a full year shall receive a pro-rated vacation allotment.

#### **Section 4 - Office Employees on Less Than a Twelve-Month Basis**

During the first two full years of employment, office employees on a ten or eleven-month basis are entitled to ten (10) or eleven (11) days of vacation. If such an employee enters the school system after the school year commences, he/she will be entitled to one day of vacation for each month worked, not to exceed the ten or eleven days as provided for in the previous paragraph. At the third year of employment and thereafter, office staff members in these two categories are entitled to fifteen (15) days of vacation, prorated for ten or eleven months, as the case may be.

10-month personnel	13 days
11-month personnel	14 days

It is requested that ten-month personnel take their vacations as follows:

December vacation	4 days (unless Christmas falls outside the workweek)
February vacation	4 days (allowing for one legal holiday)
April vacation	4 days (allowing for one legal holiday)

1 day (10-month employee) \*  
2 days (11-month employee) \*

\*To be taken at a mutually convenient time.

A request in writing to carry over up to five vacation days to the next vacation year may be allowed after approval of the immediate supervisor and the Superintendent or designee. Submission to the Superintendent or designee must be pre-approved by the supervisor.

If an office employee wishes to take some vacation time during the school year, the needs of the office and the "peak workload" times will be considered by the administration in determining whether to approve such requests.

'Days' are equal to one-fifth (1/5) of the employee's regularly scheduled workweek.

#### **Section 5 - Office Employees on a Part-Time Ten-Month Basis (less than 20 hours)**

Office employees working less than twenty hours are not entitled to paid vacation.

#### **Section 6**

Program Specialist/AV Technician and Program Specialist/Computer Technician receive vacation benefits pursuant to Sections 1-4 of this Article effective July 1, 2009.

(See reference guide on page 20)

### **ARTICLE 13 HOLIDAYS**

#### **Section 1**

The following holidays shall be recognized as legal holidays when these holidays fall within the employees' regular work year:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Patriots' Day
Day after Thanksgiving	Memorial Day
Christmas Day	Fourth of July



If a holiday falls on Sunday, it will be celebrated on Monday or Friday, unless school is in session. If school is in session, a floating holiday will be earned to be taken with a forty-eight (48) hour notice to the supervisor.

If a holiday falls within an employee's scheduled vacation time during the employee's normal workweek, that day will be considered a paid holiday and not a vacation day.

Part-time employees will receive pro-rated pay (per hour/week worked). Since holiday pay is equal to one-fifth (1/5) of the regularly-worked hours, a part-time employee has the option, by arrangement with the immediate supervisor, to make up any pay lost based on this calculation during the week that the holiday occurs. (For example, if an employee regularly works twenty (20) hours in four days, the usual daily pay would be five (5) hours. However, according to the holiday pay calculation, twenty divided by five would equal four hours of pay for the holiday. Thus, the employee would be paid five hours for each of the other three days worked and four hours for the holiday, totaling nineteen hours. The employee has the option of making up that one hour on one of the other regular workdays, by arrangement with the immediate supervisor.)

Part-time employees who work less than twenty (20) hours per week after June 30, 2005, are not eligible for paid holidays.

In addition to their base year days specified in the salary schedules, the Program Specialist/AV Tech and Program Specialists/Comp Tech are entitled to five (5) paid holidays. The five holidays are: Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day and Presidents' Day. Beginning July 1, 2009, Specialist/AV Technician and Program Specialists/Computer Technician are entitled to the same holidays provided to all Unit D members pursuant to Article 13.

## **Section 2- Religious Holiday**

Insofar as the Needham School Committee's policies permit staff to be absent from work for religious reasons, bargaining unit members who are required to be absent from work for religious reasons will be so permitted to use a personal day or take the day without pay. Such absence shall be submitted in writing in advance to the Assistant Superintendent for Human Resources.

(See reference guide on page 20)

## **ARTICLE 14 BENEFITS**

### **Section 1 - Insurance**

As long as the Town of Needham agrees to pay a portion of the health and life insurance program currently in effect for employees working more than twenty (20) hours, the School Committee will certify employee deductions based upon status as a ten, eleven, or twelve-month employee for participating members upon receipt of a proper authorization.

In the event the Town of Needham modifies its insurance plan, the same arrangements or amendments to payroll deductions will be made available to employees in the unit.

The HMO plans available to employees on July 1, 2018 include the so-called **Benchmark Plans and Qualified High Deductible Health Plans provided through West Suburban Health Group.**

### **Section 2 - Tax-Sheltered Annuities**

- a. In order to provide for a non-forfeitable tax-sheltered annuity payable upon retirement or termination of employment, an employee working more than twenty (20) hours per week may contract with the Committee pursuant to the General Laws of Massachusetts for the purchase of such annuity as part of his or her employment compensation.
- b. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.
- c. A tax-sheltered annuity program may be initiated at any time during the school year.
- d. Premiums for such annuities shall be paid promptly.

### **Section 3 - Workers' Compensation**

Workers' Compensation is provided to employees through the Town of Needham. In case of injury, the employee must notify the immediate supervisor and complete all required documentation in a timely fashion as required by law. An employee on Workers' Compensation may elect to receive sick leave payments to the extent permitted by the General Laws in Chapter 152, Section 69, whereby such payments will be charged against accumulated sick leave, and the amount, when added to Workers' Compensation benefits, does not exceed his/her full salary or wages.

### **Section 4**

The Town of Needham will assign a payroll deduction slot for employees to participate in the Massachusetts Teachers Association's disability insurance plan. The NEA will provide the premium amounts of the plan, along with deduction authorizations, for those employees who are eligible for and wish to participate in the plan.

## **ARTICLE 15 REDUCTION IN FORCE**

Should a reduction in force of the office staff be necessary, the following criteria will be followed.

### **Section 1**

Seniority of the staff will be established, updated, and distributed every fall. Seniority for the sake of computing length of service will be the total time employed by the Needham Public Schools from the first day worked in a regular position as indicated by the payroll records.

### **Section 2**

Seniority will govern when the administration in its judgment determines that all other relevant factors including, but not limited to, skill, ability, efficiency, specific training, and overall performance in the school system are equal.

### **Section 3**

An employee within a particular job category with the least seniority will be released from her/his position if necessary, except when the administration deems it necessary to make an exception in the best interests of the school system.

### **Section 4**

Should a vacancy occur, any person subjected to a reduction in force within the previous six months and who chooses to be placed on an availability list will be considered for such position if she/he is fully qualified to meet the requirements of the position to be filled.

### **Section 5**

The administration will attempt in non-emergency situations to give affected employees **thirty (30) days'** notice of a reduction in force.

## **ARTICLE 16**

## **“NO-SCHOOL” DAY POLICY**

### **Section 1**

When a snow day is declared, Unit D 10-month and 11-month employees members are not required to work.

Twelve-month Employees: On days when the Superintendent cancels school for students and teachers due to inclement weather conditions, twelve-month personnel assigned to school offices and the Administration Building should report to work.

Beginning July 1, 2021, on a declared snow day, a 12-month employee may be granted permission by his/her supervisor to work from home. If a twelve-month employee is unable to report to work due to inclement weather and does not have permission to work from home, he/she shall notify the immediate supervisor. He/she may take the day as a vacation day, personal day, or unpaid day.

If notified by the Superintendent that all buildings are closed and that all employees are directed not to report to work, twelve-month employees will be paid for the day.

In cases in which the Governor has declared a State of Emergency that includes the Needham area, twelve-month employees are not required to work, but will be paid.

### **Section 2**

A ten/eleven (T/E) month employee should notify the payroll department in the event he/she works on a no-school day or a school vacation day. Notification should be provided during the pay period during which the work occurs. A ten/eleven-month employee is not required to work on a ‘No School’ day, and the day will be unpaid. The employee is expected to work on the make-up day. He/she may take the ‘No School’ day as a vacation day, personal day, or unpaid day.

### **Section 3**

When there is a delayed opening because of inclement weather, the delayed opening applies to all employees.

## **ARTICLE 17 WORK CALENDAR**

### **Section 1**

For each fiscal year, eleven-month office personnel (full-time/part-time) are budgeted for 213 workdays, and ten-month office personnel (full-time/part-time) are budgeted for 193 workdays (ten- and eleven-month office personnel are hereinafter referred to as Ten-Month/Eleven-month (“T/E”) office personnel or office staff members). These budgeted days are designed to include five workdays prior to the opening of school and five workdays following the close of school. These budgeted days also include days on which school is closed for certain religious holidays when such holidays fall on weekdays. Therefore, during fiscal years when such holidays fall on a Saturday or Sunday, the number of budgeted days is less than the 213 or 193 set forth above. (The 213 days for eleven-month office personnel and the 193 days for ten-month office personnel, each reduced by the number of applicable religious holidays which fall on a Saturday or Sunday, are hereinafter referred to as the “Number of Budgeted Days.”)

Ten -month secretaries, including office aides, work 193 days including 180 school days, 10 days for the one week before and one week after the school year and 3 additional days completed during July, August, Rosh Hashanah, Yom Kippur, Good Friday (when these days fall during the week) or when school is closed due to election, as agreed in advance by the employee and supervisor. Eleven-month secretaries work 213 days including 180 school days, 10 days for the one week before and one week after the school year, 20 days during July and/or August and 3 additional days as specified for ten-month secretaries. For the additional work days selected by 10- and 11-month employees, a sick, personal or vacation day may be used if necessary.

Quick reference guide for employee work year:

Ten-month office personnel (full-time/part-time) work year consists of:	Eleven-month office personnel (full-time/part-time) work year consists of:	Twelve-month employees work year consists of:
<ul style="list-style-type: none"> <li>• 180 school days</li> <li>• 5 days before the start of school</li> <li>• 5 days after the last day of school</li> <li>• 3 additional days completed during summer and/or days that school is not in session, as agreed in advance by the employee and supervisor</li> <li>• 11 holidays (does not include July 4)</li> <li>• 10 vacation days in first two years of employment <ul style="list-style-type: none"> <li>o for a total of 214 days of pay for employees in his/her first two years of employment</li> </ul> </li> <li>• 13 vacation days at third year of employment <ul style="list-style-type: none"> <li>o December vacation- 4 days (unless Christmas falls outside the workweek)</li> <li>o February vacation- 4 days (allowing for one legal holiday)</li> <li>o April vacation- 4 days (allowing for one legal holiday) <ul style="list-style-type: none"> <li>▪ for a total of 217 days of pay for employees who have worked three years or more</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 180 school days</li> <li>• 5 days before the start of school</li> <li>• 5 days after the last day of school</li> <li>• 20 days during July &amp; August</li> <li>• 3 days additional days completed during summer and/or days that school is not in session, as agreed in advance by the employee and supervisor</li> <li>• 12 holidays</li> <li>• 11 vacation days in first two years of employment <ul style="list-style-type: none"> <li>o for a total of 236 days of pay for employees in his/her first two years of employment</li> </ul> </li> <li>• 14 vacation days at third year of employment <ul style="list-style-type: none"> <li>o for a total of 239 days of pay for employees who have worked three years or more</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 12 holidays</li> <li>• 12 days vacation in first 2 years</li> <li>• 15 days of vacation after three years</li> <li>• Four weeks of vacation after ten or more years</li> </ul>

## Section 2

T/E employees (full-time and part-time) can be compensated for more than the number of budgeted days with prior approval by the Superintendent or his/her designee.

### **Section 3**

The number of budgeted days cannot be carried from one fiscal year to the next. If a T/E office staff member has not worked all his/her budgeted days on or prior to June 30, the staff member forfeits them.

### **Section 4**

Upon direction of the principal or immediate supervisor, a T/E office staff member may work on a "no-school" day. In that case, the day is considered as one of the number of budgeted days, and the employee shall finish the school year earlier than the scheduled five (5) days after the closing of school in order to avoid working more than the number of budgeted days without prior approval.

### **Section 5**

In years when the school calendar or number of snow days results in fewer than five days remaining between the close of school and June 30, a T/E office staff member may, with the approval of his/her principal or immediate supervisor, work during a school vacation period in order to work the entire number of budgeted days.

### **Section 6**

Elementary 12-month School Lead Secretaries who previously opted to remain at 11 months shall remain at 11 months. All new hires to this position will be 12 months.

## **ARTICLE 18 VACANCIES**

### **Section 1**

Notice of permanent vacancies will be posted on the career page of the Needham Public Schools website for at least ten (10) working days. Notice of job vacancies will be sent to the Association President.

### **Section 2**

When an open position is posted, current job descriptions will be included in the posting.

### **Section 3**

When filling vacancies, there should be a reposting of any new position not filled if substantial changes are made in the original job postings.

### **Section 4**

Routinely occurring temporary assignments shall be posted as mentioned above (i.e., summer curriculum, college recommendations, summer school work, etc.).

### **Section 5**

Short-term vacancies, defined as those of less than one-month duration, need not be posted.

### **Section 6**

All in-house candidates and the selected candidate will be notified to the extent possible no later than two weeks after interviews have been completed. After a position is filled, any applicant may request, in writing, the reason for non-selection. When an employee is promoted into a higher-paid classification, that employee will be placed on the step in the higher-paid classification that provides an increase of no less than \$.25 per hour. Notification of new hires within Unit D will be sent to the Association President and the Unit D Leader within seven calendar days.

**Section 7**

If a full-time vacancy occurs during the summer, notification of the vacancy shall be mailed to all Unit D employees on vacation.

**Section 8**

When an employee is assigned to work temporarily out of classification in a position with a higher pay schedule and remains in such position for more than ten business days, his/her pay shall be adjusted to reflect the pay schedule applicable to the higher rate position, with placement on the lowest level step which will provide the employee with a pay increase. If, in the judgment of the Superintendent or designee the step placement is unreasonable, the employee may be placed on a higher step. Such judgment is not subject to the grievance procedure. The new pay rate shall be retroactive to the first date of the employee's temporary promotion and shall be paid weekly. This Article does not apply to employees while they are filling in for other employees who are on vacation, regardless of the length of the vacation.

**Section 9**

A Reclassification Review Board composed of an equal number of designees of the NEA and the School Committee shall meet six (6) months prior to expiration of the contract to consider reclassifying certain positions for possible proposals for contract negotiations.

**Section 10**

All newly hired members to Unit D shall be assigned a mentor in their first year of employment assigned by an administrator. Each mentor will be paid a \$200 stipend for mentoring on a one-to-one basis.

## **ARTICLE 19 HOURS OF WORK**

**Section 1**

The workday shall consist of seven (7) hours of actual work per day, exclusive of an unpaid lunch period of no less than thirty (30) minutes.

The workday for School Lead Secretaries is eight (8) hours of actual work per day, exclusive of an unpaid lunch period of no less than thirty (30) minutes.

Effective July 1, 2009, the workday for Program Specialist/AV Technician and Program Specialist/Computer Technician is eight (8) hours of actual work per day, exclusive of an unpaid lunch period of no less than thirty (30) minutes.

**Section 2**

Each employee working a full day shall be entitled to twenty (20) minutes of break time. Part-time employees shall receive one ten (10) minute break. The timing of the breaks shall be established by the supervisor after consultation with the employee.

**Section 3**

Employees will be compensated for all hours worked. Hours worked in excess of forty (40) hours shall be paid to the employee and should be reported in the week that the work occurs. The rate of compensation (money) shall be at time and one-half, consistent with applicable state law and federal laws.

**Section 4**

Any employee called in to work shall receive a minimum of three hours pay.

**Section 5**

At the discretion of administration, and based on work load, selected 11-month Bookkeeper positions may increase to 12-months. Affected employees shall be notified by December 1 of the preceding

fiscal year. Administration will carefully consider the preference of the affected bookkeeper. If the affected bookkeeper indicates s/he would prefer to remain an 11-month bookkeeper, due consideration will be given to those bookkeepers who would like the option to work 12-months by following the vacancy process outlined in Article 18 before a final decision is made. Any assignment made related to this section is not subject to the grievance and arbitration process.

~~Incumbent bookkeepers hired prior to June 30, 2017 who increase from 11 to 12-months will receive a one-time \$1000 payment in a lump sum on July 1 of the new fiscal year in which the change takes place.~~

## **ARTICLE 20 PERSONNEL FILES**

An employee has a right, upon request, to review the contents of his/her personnel file. Nothing of an adverse nature regarding performance should be placed in a personnel file without a copy going to the employee.

Any complaint regarding an employee from a parent, student, or other person requiring administrative action shall be promptly called to the attention of the employee before any administrative action is taken. This section will not be construed to prevent the administration from conducting an investigation before the complaint is brought to the attention of the employee.

In the course of reprimand or discipline by a member of the administration, the employee may request that a representative of the Association be present.

## **ARTICLE 21 HEALTH AND SAFETY**

### **Section 1**

The Committee will strive to provide its staff with safe and healthful working conditions.

### **Section 2**

The School Committee shall take precautions to have a custodian or other person in the building during working hours to assure that an employee covered by this Agreement shall not be the sole occupant of a building, provided said employee has been required to work.

## **ARTICLE 22 SALARIES**

### **Section 1**

The salaries for all categories and steps shall be increased by 1.0% on July 1, 2020, 1.5 % July 1, 2021 and 1.75% July 1, 2022.

Effective July 1, 2017 express the hourly rate to the penny, rather than to the ten-thousandths place.

Effective July 1, 2018, recalibrate the School Secretary scale (AR2) as identified on page 5 of NPS Unit D FY17 Salary analysis of September 26, 2017.

Effective July 1, 2019, recalibrate Office Aide (AR1) as identified on page 4 of NPS Unit D FY17 Salary analysis of September 26, 2017.

### **Section 2**

Employees hired between July 1 and March 31 of any year will receive a step increase on July 1 after completion of the next school year.



Employees hired between April 1 and June 30 of any year will receive a step increase on July 1 of the following school year. For example, an employee hired on April 1, 2005, will receive a step increase on July 1, 2006.

### **Section 3**

Employees will provide the Superintendent with thirty days' written notice of resignation when leaving the employ of the Needham Public Schools.

### **Section 4 - Travel Reimbursement**

Employees who are required to use their vehicles in the performance of their duties shall receive reimbursement for mileage at the rate approved for other Town employees so long as they submit such mileage on a form approved by the Committee. Employees should submit these forms on a quarterly basis, with the final report due no later than June 30.

Employees will only be asked to use a personal vehicle to transport a reasonable amount of employer-owned equipment in terms of size, quantity, value or stability. Reasonableness will be determined by a conversation between the employee and supervisor. If an agreement cannot be reached, the employee will transport the equipment in his/her vehicle or use a school department van and subsequently request a review by both the Assistant Superintendent of Human Resources and the President of the NEA. The Assistant Superintendent of Human Resources and the President of the NEA will meet to collaboratively determine if the items transported will be considered reasonable going forward. The final determination is not subject to the grievance and arbitration process.

### **Section 5**

All Unit D members will be required to utilize direct deposit at the time either Unit A or Unit B agree to the change.

The Town reserves the right to discontinue the practice of issuing a paper pay stub at any time.

### **Section 6**

Computer technicians have the option of either carrying a cell phone provided by the Needham Public Schools or receiving a cell phone allowance of \$300 per year to offset costs of his/her personal cell phone. The technician will carry a current model designated by the supervisor to ensure compatibility with the latest IOS system, inventory, ticketing system, etc.

Effective July 1, 2018, the School Committee agrees to provide the Athletic Department Bookkeeper with a cell phone allowance of \$300/year.

## **ARTICLE 23 LONGEVITY**

The longevity policy for office employees is as follows:

### **Section 1 - Full-time Office Employees Working Thirty-Five or More Hours Per Week**

Full-time employees will receive longevity payments as follows:

After 5 years	\$550
After 10 years	\$750
After 15 years	\$1000
After 20 years	\$1250
After 25 years	\$1450

Any current employee with thirty or more years of service as of July 1, 2005, shall be grandfathered at the current benefit of \$200 for each five consecutive years of employment in the Needham Public Schools.



## **Section 2 - Part-time Office Employees**

Part-time employees who work twenty (20) hours or more and less than thirty-five (35) hours per week will receive longevity payments as follows:

After 5 years	\$275
After 10 years	\$375
After 15 years	\$500
After 20 years	\$625
After 25 years	\$725

Any current employee with thirty or more years of service as of July 1, 2005, shall be grandfathered at the current benefit of \$100 for each five consecutive years of employment in the Needham Public Schools.

Part-time employees who work less than twenty (20) hours per week after July 1, 2005, are not eligible for longevity. A part-time employee working less than twenty hours who is receiving \$100 longevity pay as of the 2004-2005 school year will continue to receive the \$100 longevity benefit and will not be eligible to receive any increased longevity benefit.

## **Section 3 - Method of Payment**

Longevity payments will be issued on the anniversary of the employee's date of hire.

## **Section 4**

Longevity payments are made following the conclusion of 5, 10, 15, 20 and 25 years of service.

## **ARTICLE 24 PROFESSIONAL DEVELOPMENT**

The Committee agrees to establish a five thousand (\$5,000) dollar amount in each year of this contract from which members may take courses and workshops to update skills directly related to the performance of their jobs. A Joint Committee comprised of three secretaries selected by the NEA (one from each level) and three administrators to determine offerings some of which will be required for all and some of which shall be optional.

All employees will participate in at least six hours of professional development related to the positions in which they work. The six hours will take place during the work year and will be provided by the appropriate administrators. The administrators will consider input from employees in determining the topics for these sessions. The School Committee and NEA agree to establish a committee to create a process for professional development reimbursement.

The committee will establish:

- a) Guidelines for 10/11/12 month employees
- b) Caps on reimbursements

## **ARTICLE 25 JUST CAUSE**

The Committee will not discipline or discharge employees without just cause.

## **ARTICLE 26 SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement is held contrary to law, then such provision shall not be deemed valid. All other provisions shall continue in full force and effect.

## **ARTICLE 27 SCOPE OF AGREEMENT**

### **Section 1**

This agreement constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

### **Section 2**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE 28 DURATION**

This Agreement shall become effective upon ratification by the Association and approval by the Committee. The contract shall remain in full force and effect until June 30, 2023.

This is a complete Agreement between the parties covering the period from July 1, 2020, to June 30, 2023.

The district will provide a fully searchable electronic version of the settled Unit D contract, accessible via the Needham Public Schools website.

**Chart of Benefits**

Benefit	Full Time	Part Time (20-34 Hrs week)	Part Time (less than 20 Hrs week)
403b Plan	Yes	Yes	Check with Vendor
Bereavement	Yes	Yes	Yes
Health Ins	Yes	Yes	No
Holidays	Yes	Yes, prorated	See Article 13
Longevity	Yes	Yes	See Article 23
Personal Day	Yes	Yes, prorated	No
Sick Days	Yes	Yes, prorated	No
Vacation	Yes	Yes, prorated	No
Retirement	Yes	Yes	No *

\*Unless employee previously paid into Needham Retirement System before changing to less than 20 hours per week and did not withdraw monies from system.

**UNIT D**  
**SALARY SCHEDULE JULY 2020-21 (1.0%)**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
School Aide	AR1	17,8200	18,4200	19,0800	19,7500	20,4400	21,1500	21,8800	22,4200	22,9900	23,5500
School Secretary, Production Specialist, Program Assistant, School Library Support Assistant	AR2	21,9000	22,6600	23,4500	24,2800	25,1200	26,0100	26,9100	27,5800	28,2600	28,9700
Secretary/ Registrar, School Bookkeeper, District Receptionist/Secretary	AR3	22,9100	23,6700	24,4600	25,2900	26,1300	27,0200	27,9200	28,5900	29,2700	29,9800
Administrative Assistant I, Senior School Bookkeeper	AR4	23,9200	24,6800	25,4700	26,3000	27,1400	28,0300	28,9300	29,6000	30,2800	30,9900
School Lead Secretary, Payroll Coordinator, AP/AR Clerk	AR5	24,9300	25,6900	26,5400	27,4700	28,4400	29,4400	30,4800	31,5300	32,6400	32,9600
Category IV Comp Technician (260 Days) Category IV AV Technician (260 Days)	AR6	27,3700	28,8300	30,3200	31,9300	33,6100	34,7900	35,1400			

**UNIT D**  
**SALARY SCHEDULE JULY 2021-22 (1.5%)**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
School Aide	AR1	18,0900	18,7000	19,3700	20,0500	20,7500	21,4700	22,2100	22,7600	23,3300	23,9000
School Secretary, Production Specialist, Program Assistant, School Library Support Assistant	AR2	22,2300	23,0000	23,8000	24,6400	25,5000	26,4000	27,3100	27,9900	28,6800	29,4000
Secretary/ Registrar, School Bookkeeper, District Receptionist/Secretary	AR3	23,2500	24,0300	24,8300	25,6700	26,5200	27,4300	28,3400	29,0200	29,7100	30,4300
Administrative Assistant I, Senior School Bookkeeper	AR4	24,2800	25,0500	25,8500	26,6900	27,5500	28,4500	29,3600	30,0400	30,7300	31,4500
School Lead Secretary, Payroll Coordinator, AP/AR Clerk	AR5	25,3000	26,0800	26,9400	27,8800	28,8700	29,8800	30,9400	32,0000	33,1300	33,4500
Category IV Comp Technician (260 Days) Category IV AV Technician (260 Days)	AR6	27,7800	29,2600	30,7700	32,4100	34,1100	35,3100	35,6700			

**UNIT D**  
**SALARY SCHEDULE JULY 2022-23 (1.75%)**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
School Aide	AR1	18,4100	19,0300	19,7100	20,4000	21,1100	21,8500	22,6000	23,1600	23,7400	24,3200
School Secretary, Production Specialist, Program Assistant, School Library Support Assistant	AR2	22,6200	23,4000	24,2200	25,0700	25,9500	26,8600	27,7900	28,4800	29,1800	29,9100
Secretary/ Registrar, School Bookkeeper, District Receptionist/Secretary	AR3	23,6600	24,4500	25,2600	26,1200	26,9800	27,9100	28,8400	29,5300	30,2300	30,9600
Administrative Assistant I, Senior School Bookkeeper	AR4	24,7000	25,4900	26,3000	27,1600	28,0300	28,9300	29,8700	30,5700	31,2700	32,0000
School Lead Secretary, Payroll Coordinator, AP/AR Clerk	AR5	25,7400	26,5400	27,4100	28,3700	29,3800	30,4000	31,4800	32,5600	33,7100	34,0400
Category IV Comp Technician (260 Days) Category IV AV Technician (260 Days)	AR6	28,2700	29,7700	31,3100	32,9800	34,7100	35,9300	36,2900			

NEEDHAM PUBLIC SCHOOLS  
Unit D Performance Evaluation Tool

1

Name: \_\_\_\_\_ Position: \_\_\_\_\_

School/Department: \_\_\_\_\_ Evaluator: \_\_\_\_\_

The Performance Evaluation focuses on three major categories: job performance, interpersonal relationships and professional responsibilities.

**Rubric for Performance Evaluation**

**3 Exceeds Requirements**

Meets and often exceeds major job demands. Level of achievement is greater than normally expected. It would be difficult to identify others who could do the job better.

**2 Fully Competent**

Consistently achieves and occasionally exceeds major job demands. Masters all routine job functions. Level of achievement meets expectations. Most competent individuals would do the job no better.

**1 Requires Improvement**

Major job demands are sometimes met, but doesn't stand out in any key areas, and in some respects may be marginal. Reasonable results in general, but obvious room for improvement. Employee seems to possess capacity to reach full competent performance with reasonable effort. It is likely that others would do the job better. Corrective action must be undertaken.

*Any rating of "1" must be accompanied by evidence/comment*

Job Performance	3	2	1	Comments (as needed)
1. Performs essential functions and duties				
2. Work completed meets expectations				
3. Carries out all assigned tasks on time				
4. Recognizes and implements priorities				
5. Follows documented procedures outlined by district and administrator				

Interpersonal Relationships	3	2	1	Comments (as needed)
1. Relates positively with students, parents, staff and public				
2. Reflects on job performance and responds appropriately to suggestions				
3. Handles difficult situations with sensitivity and tact				
4. Demonstrates effective communication strategies and skills				

NEEDHAM PUBLIC SCHOOLS  
Unit D Performance Evaluation Tool

2

Professional Responsibilities	3	2	1	Comments (as needed)
1. Takes initiative where appropriate				
2. Performs tasks without supervision				
3. Reports to work on time				
4. Demonstrates discretion and practices confidentiality				
5. Establishes and maintains successful working relationships with people in the educational environment				

Commendations:

Suggestions for continued growth:

I have had the opportunity to read this evaluation and understand that I may attach comments of my own regarding the evaluation before placement in my file. My signature does not necessarily indicate my agreement with this evaluation.

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

Signature of Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

\*The employee may submit written comment to this Performance Evaluation within 10 calendar days of signing this document.

Additional Comments by Employee (Optional)

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representative this second of JUNE 2020.

**Needham School Committee**

  
Andrea Longo-Carter, SC Chair

  
Connie Barr, SC Vice-Chair

  
Heidi Black

  
Michael Greis

  
Susan Neckes

  
Aaron Pressman

  
Matthew Spengler


**Needham Education Association**

  
Karen Elger, President

  
Michael Hirsh, Vice President

  
Kerri Cence

  
Lori Donovan

  
Judith Jacobs

  
Dana Langley

  
Jean McDavitt

  
Julie Pickard

  
Larry Shea