



Wellesley Public Schools Collective Bargaining Agreement

Wellesley School Committee and the Wellesley
Education Professional Support Association (WEPSA)

Unit A

July 1, 2019 to June 30, 2022

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Agreement entered into as of the 1st day of July 2019, between the School Committee of the TOWN OF WELLESLEY in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the "COMMITTEE" and the WELLESLEY EDUCATION PROFESSIONAL SUPPORT ASSOCIATION UNIT A, affiliated with the Massachusetts Teachers Association, and the MASSACHUSETTS TEACHERS ASSOCIATION, hereinafter referred to jointly as the "ASSOCIATION."

ARTICLE 1

Definitions

Where the words are used in this Agreement, "COMMITTEE" means the School Committee of the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts and no other location; "ASSOCIATION" means the Wellesley Education Professional Support Association and its parent organization, the Massachusetts Teachers Association. "Management responsibility" means the retention by the COMMITTEE of its right to conduct the business of the School Department of the Town of Wellesley including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the working force and to conduct its operations in a safe and efficient manner subject only to the express limitations set forth in this Agreement.

"EMPLOYEES" as used in this Agreement shall mean all regular, full and part-time clerical/secretarial employees in the Wellesley School Department except such employees as are excluded from membership in a unit appropriate for purposes of collective bargaining as set forth in the certification issued by the State Labor Relation Commission in Case No. MCR 1188 of said commission.

"ASSOCIATION REPRESENTATIVES" as used in this Agreement shall mean the officers and representatives designated. Employees engaged to work the School Year shall be deemed to be regular employees. "SCHOOL YEAR EMPLOYEES" shall be defined as those employees engaged to work while classes are in session between the commencement of day school classes as determined by the COMMITTEE through the close of day school classes, plus two days.

"PART-TIME EMPLOYEES" shall be defined as employees regularly working twenty (20) or more hours per week. Wherever the singular is used in this Agreement, it is intended to include the plural. Wherever words that denote sex are used, they are intended to include employees of either sex.

ARTICLE 2

Recognition

(a) Pursuant to the Massachusetts General Laws Chapter 150E, the COMMITTEE recognizes the ASSOCIATION as the exclusive representative for wages, hours, standards of productivity and performance and other terms and conditions of employment of those regular full and part-time employees of the COMMITTEE covered by this Agreement in the Wellesley Public Schools in the job classifications set forth in "APPENDIX A," Classifications and Rates of Pay, of this Agreement and in such job classifications appropriate to the Bargaining Unit as have been

established in said schools since the date of the issuance of said Certification or may be established during the term of the Agreement.

(b) The COMMITTEE will not discriminate against any employee or applicant for employment by reason of his membership in the ASSOCIATION or by reason of any association activity on his part not in contravention of any provision of this Agreement, or because of race, creed, color, sex, age, national origin, gender identity, disability, sexual orientation, marital status, veteran status or religion.

(c) Matters appropriate for consultation and negotiation between parties hereto are practices, procedures and implementation of policies relating to working conditions which are in the authority of the COMMITTEE and subject to negotiation under the General Laws of the Commonwealth of Massachusetts, Chapter 150E.

ARTICLE 3

Membership in the Association

(a) Neither the COMMITTEE nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) The ASSOCIATION shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

ARTICLE 4

Dues Collection

(a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the COMMITTEE shall cause to be deducted from earned wages periodic ASSOCIATION membership dues required as a condition of acquiring or retaining membership in the ASSOCIATION of those employees who individually authorize such deduction in writing. The COMMITTEE will, by the tenth day of the succeeding month, cause to be remitted all sums deducted under such check off authorization to the Treasurer of the ASSOCIATION together with a list of the employees from whom such dues have been deducted.

(b) The ASSOCIATION shall indemnify and save the COMMITTEE and the Town of Wellesley harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the COMMITTEE or the Town of Wellesley for purposes of complying with this article or in reliance of any assignment furnished to the COMMITTEE or the Town of Wellesley.

ARTICLE 5

Precedence of Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees are governed by the provision of any existing or future laws and regulations and Amendments

thereto. This Agreement shall at all times be applied in accordance with and subject to such laws. Should any provision of this Agreement be deemed to be in conflict with any such laws, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirement of such law.

ARTICLE 6

Management Responsibility

The listing of the following specific rights of management in this article is not intended to be nor shall be considered as limiting, restricting or waiving of any of the rights or prerogatives of the COMMITTEE unless explicitly limited by specific provisions of this Agreement. Such inherent management rights and/or responsibilities are not subject to arbitration and shall remain exclusively with the COMMITTEE.

(a) Among such management responsibilities as are vested exclusively in the COMMITTEE are the following: the right to hire, promote, transfer, assign and retain employees in positions with the School Department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department.

(b) The COMMITTEE shall have the freedom of action to discharge its responsibility for the successful operation of the School Department including the scheduling of operations, the methods and materials used in carrying out the functions of the Department and the extent to which its own or other facilities and or personnel shall be used.

ARTICLE 7

Association Responsibilities

(a) The ASSOCIATION shall have the right and obligation to represent the employees, members of the bargaining unit, to present its views to the COMMITTEE or its designated representative on matters of concern either orally or in writing; to consult and be consulted with respect to the formulation, development and implementation of matters and practices which are within the discretion of the COMMITTEE, except as limited by ARTICLE 6 of this Agreement, and to engage in collective negotiations with the COMMITTEE or its designated representative with the object of reaching an agreement applicable to such employees of the Wellesley Public Schools.

(b) Pursuant to Massachusetts General Laws Chapter 150E, only the ASSOCIATION, as exclusive representative of all the employees in the bargaining unit, shall be given the opportunity to be represented at discussions between the COMMITTEE or its designated representative and the employees concerning grievances subject to ARTICLE 22 of this Agreement, or other matters affecting wages, hours and general working conditions of the employees in the appropriate bargaining unit.

(c) The ASSOCIATION acting as sole and exclusive representative of the employee members of such appropriate bargaining unit shall be entitled to act for and negotiate collective

agreements covering all employees in such unit and shall be responsible for representing the interests of all such employees, as provided in Chapter 150E, without discrimination and without regard to ASSOCIATION membership.

(d) Representatives of the ASSOCIATION shall be permitted to enter the premises of the Wellesley Public Schools at reasonable hours, when necessary to investigate existing grievances, after obtaining approval of the Superintendent or his/her designee.

The ASSOCIATION agrees that care will be exercised by such ASSOCIATION representatives that they do not interfere with the performance of duties assigned to employees.

(e) The ASSOCIATION shall provide a written list of its officers and other representatives and alternates immediately following their designation and the ASSOCIATION shall notify the COMMITTEE or its designated representatives of any change in such list. There shall be no requirement on the part of the COMMITTEE or its designated representative to recognize any such officer, representative or alternate representative until notice of official designation has been delivered to the COMMITTEE and its designated representative.

ARTICLE 8

Pre-Employment Physical Examination

Before any individual is hired by the COMMITTEE, he or she shall satisfactorily pass a pre-employment physical examination, to be administered without charge to the individual by a physician designated by the COMMITTEE. This requirement is applicable to individuals covered by this Agreement. During the term of this Agreement, such other physical examinations as may be required by the COMMITTEE in connection with the continued employment of any employee shall be administered without charge to the employee.

ARTICLE 9

Work Year, Hours of Work and Overtime

(a) In general, the secretary work year will be:
full-year (1,820 hours);
eleven months (1,695 hours); or
school year (1,317.5 hours).

An employee's schedule or the schedule for a particular bargaining unit position may be increased up to 2,080 hours per year.

Employees who work less than eleven months per year and more than a school year shall receive prorated benefits based on school year employee's benefits. This section does not require the COMMITTEE to establish the particular length of a secretary's work year to be full-year, eleven months per year or school year.

(b) The regularly scheduled workweek shall consist of five (5) consecutive days, Monday through Friday. The work day shall be the twenty-four (24) hour period beginning with the employee's scheduled starting time. The payroll week shall consist of any seven (7) consecutive days used by the Town of Wellesley for payroll purposes. The school year shall be as provided

by state statute which presently is one hundred and eighty (180) days plus two (2) days. The school year workday shall be seven and one quarter (7.25) hours. The additional two workdays per year shall be six and one-quarter (6.25) hours.

Employees shall be notified by April 15 of any change in the dates/schedule of the work year that begins on the upcoming July 1.

(c) The COMMITTEE retains the right throughout the term of this Agreement to schedule hours of work in accordance with the work requirements of the School Department. The normal hours of work when school is in session, in accordance with the academic calendar, shall be seven and one quarter (7.25) continuous work hours as determined by the supervisor with "between 30 and 60 minutes" for an unpaid lunch period. The length of the lunch period will be determined by the employee's supervisor to ensure proper coverage of the office/department. The normal hours of work when school is not in session shall be six and one-quarter (6.25) continuous work hours as determined by the supervisor with "between 30 and 60 minutes" for an unpaid lunch period. The COMMITTEE may adjust the normal hours of work so long as the workday does not exceed the number of hours of work set forth herein. Notwithstanding the foregoing, the workday for elementary school secretaries shall be 7.25 hours per day during the full week before school opens and the full week after school ends. It is understood that appropriate adjustments shall be made for employees whose regular workday is more than 7.25 hours per day.

(d) Whenever secretaries work beyond their regular work hours, and the time is approved in advance by their immediate supervisor and Assistant Superintendent for Finance and Operations, they shall be paid their regular rate up to 40 hours per week and time and one half for hours worked beyond 40 hours per week. Overtime hours will be recorded and signed by the employee, immediate supervisor, and Assistant Superintendent for Finance and Operations on a form mutually agreed to be the School Committee and the Wellesley Education Professional Support Association.

(e) Employees shall keep accurate and complete records of time worked on forms provided by and delivered to the COMMITTEE.

(f) If the Governor has declared a State of Emergency, or the Superintendent has closed the buildings, members shall not be required to report to work but will be paid for the day. If Wellesley Public Schools is closed prior to the end of the regular school day due to weather and if Central Office closed, all members will be dismissed and will be paid for the remainder of their work day. However, when school buildings are closed, the Superintendent will determine if Central Office will remain open. If travel or related problems prevents attendance, or a member feels that they need to leave for weather-related safety issues, then employees will be paid for only the hours worked and may use vacation or personal time to replace the time lost. If Central Office closes due to weather, all Unit A and B members in Central Office will be treated equally and dismissed at the same time

Secretaries that work less than eleven months per year are expected to report to work when school is delayed due to weather conditions. On those days, if travel or related problems prevent attendance, then employees will be paid for only the hours worked, and secretaries may use vacation or personal time to replace the time lost. The lost hours may be made up any time up to the end of the school year and credited to the vacation or personal time used on such inclement weather day.

For all Unit A employees, any lost hours plan may include time to be worked before and/or after regular working hours and/or up to one-half hour of the one-hour unpaid lunch period. The employee shall submit the lost hours make up plan in writing to her/his immediate supervisor for approval and the plan shall be forwarded to the Director of Human Resources.

If school is closed prior to the end of the regular school day due to weather, all secretaries will be dismissed and will be paid for the remainder of their regular workday. If a school building is inaccessible because of weather or is closed for reasons other than weather conditions, affected secretaries will either be reassigned to other work or will be paid for all work hours missed due to such inaccessibility/closing. The number of hours paid will be determined by whether the workday is considered a school attendance day.

(g) Eleven-month secretaries must take twenty (20) no pay days. No pay days are to be taken on non-school days only. Employees may not take a no pay day when school is in session. The schedule of no pay days is as follows:

1. A minimum of two (2) days during the December break;
2. A minimum of two (2) days during the February break; and
3. A minimum of two (2) days during the April break.

The remainder of the days shall be taken at a time that is mutually agreed to by the employee and the supervisor. A schedule of no pay days to be taken during the year, signed by the employee and the supervisor, shall be submitted to the Director of Human Resources by July 15th of each year.

ARTICLE 10

Holidays

(a) Employees covered by this Agreement who work eleven months or more shall be entitled to time off without loss of pay on the following State legal holidays provided:

1. Holiday payment will begin immediately upon hire.
2. The particular employee works his/her own individual scheduled work day for both the work day preceding the holiday and the work day following the holiday, unless approved in advance by the supervisor.

3.

New Year's Day	6.25	Veteran's Day	7.25
MLK Jr's Birthday	7.25	½ Day before Thanksgiving	2.25
President's Day	6.25	Thanksgiving Day	7.25
Patriot's Day	6.25	Day after Thanksgiving	7.25
Memorial Day	7.25	½ Day before Christmas	5.00
Independence Day	6.25	Christmas Day	7.25
Labor Day	7.25	½ Day December 31 st	3.125
Columbus Day	7.25		

4. Members will work five (5) hours (school day) on the Wednesday before Thanksgiving to provide appropriate coverage while students are in the building and be paid 2.25 hours of holiday time. Members will receive five (5) hours of holiday time on Christmas Eve. This holiday schedule applies to the following positions:

- Secretary to Director METCO
- Secretary to Elementary and Secondary Principals
- Secretary to Preschool
- High School Secretary to Athletic Director
- High School House Secretary
- High School Guidance Receptionist
- Secretary to High School Director of Guidance
- High School Main Office Secretary
- Middle School Main Office Secretary
- Secretary to Middle School Asst. Principal
- Secretary to Middle School, Data Processing Coordinator

All of the following members who work eleven months or more and are not listed above will be entitled to the holiday scheduled as listed below.

- School District Registrar/Receptionist
- Secretary to Director of Libraries & Ed Tech
- Secretary to Directors of Fitness & Health & Visual Arts
- Secretary to Director of Performing Arts
- Secretary to Middle School Department Head of Guidance
- Secretary to Personnel
- Secretary to Dept. Head K-Gr 5 Spec Ed
- Secretary to High School Dept. Head- Student Services
- Secretary to Director of Middle School Student Services
- Financial Transactions Assistant / Transportation Dispatcher
- Production/Science Technician
- Production/Social Studies

New Year's Day	6.25	Veteran's Day	7.25
MLK Jr's Birthday	7.25	½ Day before Thanksgiving	3.625
President's Day	6.25	Thanksgiving Day	7.25
Patriot's Day	6.25	Day after Thanksgiving	7.25
Memorial Day	7.25	½ Day before Christmas	3.625
Independence Day	6.25	Christmas Day	7.25
Labor Day	7.25	½ Day December 31 st	3.125
Columbus Day	7.25		

5. When school is not in session secretaries may, with the prior approval of their supervisor, elect to take a no-pay day on the day prior to or following the holiday with no loss of holiday pay.

(b) All other employees who work fewer than eleven months covered by this Agreement shall be entitled to time off without loss of pay on the following State legal holidays provided:

1. Holiday payment will begin immediately upon hire.

2. The particular employee works his/her own individual scheduled work day for both the work day preceding the holiday and the work day following the holiday unless approved in advance by the supervisor.

3.

MLK Jr's Birthday	7.25	½ Day before Thanksgiving	2.25
Memorial Day	7.25	Thanksgiving Day	7.25
Labor Day	7.25	Day after Thanksgiving	7.25
Columbus Day	7.25	½ Day before Christmas	5.00
Veteran's Day	7.25	Christmas Day	7.25

Members who are school building based will work five (5) hours on the Wednesday before Thanksgiving to provide appropriate coverage while students are in the building and they will be paid 2.25 hours of holiday time. Members will receive five (5) hours of holiday time on Christmas Eve.

4. In addition to the holidays listed in b-3, employees whose work year exceeds that of a school year secretary, such work year to be specified in writing at the time of employment, are entitled to such holidays that fall within their regular work year, subject to the provisions of sections b-1 and b-2.

(c) Except in the case of the two (2) one-half (1/2) day holidays before Christmas and New Year's Day, when such holidays fall on Sunday, they shall be deemed to occur on Monday and when they fall on Saturday, they shall be deemed to occur on Friday.

When Christmas and New Year's Day fall on Sunday or Monday, the one half (1/2) day holiday before said holidays shall be deemed to occur on the Friday preceding the holiday, and when said holidays fall on Saturday, the one-half (1/2) day holiday shall be deemed to occur on the Thursday preceding the holiday. In the event of a conflict with the day school schedule, employees shall receive the applicable holiday pay for that day in addition to their regular work pay for the same period.

(d) Employees required to work on such holidays shall be paid at the rate of time and one-half their regular rate of pay for such work in addition to their holiday pay.

(e) Part-time employees are entitled to holiday pay when the holiday falls on a day that the particular employee is regularly scheduled to work. Part-time employees shall be paid on a prorated basis.

ARTICLE 11

Vacation

(a) Computations and Eligibility

1. Employees covered by this Agreement shall have the total period of their continuous service counted from the most recent date of hire with the Town.

2. If a former employee of the Town returns to the service of the Town and completes at least five (5) years of continuous full-time service following such return, the amount of continuous full-time service immediately preceding the interruption of the work for the Town shall be added to the five (5) or more years of current full-time service to give total service for computation of vacation.

3. Service in the Armed Forces shall not be considered an interruption of work for the purpose of computing total service credit for vacation purpose.

4. All hours worked in a bargaining unit position shall be credited to an employee for purposes of vacation entitlement, as specified in this article.

(b) Entitlements

1. Employees hired on or after July 1, 2016 will earn vacation time on a prorated basis during their first year at the rate of one-twelfth (1/12) of the vacation allotment per month. Wellesley Public Schools will allow members to use vacation time before it is earned. If an employee separates from service and has used vacation time that he/she has not earned, the non-earned accrual will be deducted from his/her final paycheck. New employees hired in the last quarter of the fiscal year (April 1st – June 30th) will earn vacation time of 1/12 of the vacation time allotment per month until their second fiscal year starting July 1st.

As of July 1st, all members will be credited for vacation based upon the following benchmarks.

<u>Service Periods</u>	<u>Vacation Leave</u>
Less than 5 years	2 weeks + 2 days
5 years	3 weeks + 2 days
10 years	4 weeks + 2 days
20 years	5 weeks + 2 days

11-month employees will receive prorated vacation based on the 12-month formula. 11-month employees hired prior to July 1, 2016 shall continue to receive the vacation benefit as specified in section 4 below.

2. Employees who work at least eleven months per year but less than full-year shall take all earned vacation time during the employee’s scheduled work year. No paid vacation days may be taken during the non-scheduled workweeks.

3. An employee hired prior to July 1, 2016 and who works a ten-month work year will receive prorated vacation based on the 12-month formula. Ten-month employees hired on or after July 1, 2016 are not eligible for vacation time.

As of July 1, members’ vacation accrual will be updated to reflect all of the vacation time they will be eligible for within that benefit year (7/1 – 6/30) both earned and yet to be earned time. Upon separation from Wellesley Public Schools (WPS), members are only eligible to be paid for earned vacation time at the point of separation. If a member separates from WPS and had not reached the anniversary date for which the additional vacation time has been earned – the five, ten, and twenty-year anniversary, that additional week of vacation time will not be paid, as it has not yet been earned. If a member has used all of their vacation accrual prior to separation, including unearned time based upon their individual anniversary date, the district will deduct the used but unearned vacation time from the member’s remaining compensation.

4. Employees hired prior to July 1, 2016:
Vacation time is earned in the months/year proceeding that in which it is taken:

Hire Date	Accrual Impact
7/1/14	1. Earn 5 vacation days on 1/1/15 – the 6-month anniversary date 2. Earn 5 vacation days on 7/1/15 – the one-year anniversary date 3. Earn 10 vacation days (annual allotment) on 7/1/16

Upon separation from service:

Employees will be compensated for any vacation time left in their accrual bank that was earned in the prior fiscal year and awarded July 1. Employees will also be compensated for vacation earned during the current fiscal year at the rate of one-twelfth (1/12) of their vacation eligibility for each month worked between July 1 and their date of separation.

5. Employees hired after July 1, 2016:

Vacation time is earned on a pro-rated basis the first year of employment. Employees will be allowed to use vacation time prior to earning it:

Hire Date Accrual Impact

7/1/17 12 days (annual allotment) placed in vacation accrual bank on 7/1/17

Upon separation from service:

Employees will be compensated for any vacation earned during the current fiscal year at the rate of one twelfth (1/12) of their vacation eligibility for each month worked between July 1 and their date of separation. Any days already used will be deducted from this payment.

(c) Use of Paid Vacation

1. Paid vacations shall be granted by the COMMITTEE at such time as, in its opinion, will cause the least interference with the performance of the regular work of the Department, but taking into account the preference of the individual employee. A dispute as to whether or not the COMMITTEE unreasonably denied a request to take a vacation at a given time shall be subject to the grievance procedure. Supervisors shall respond to vacation requests with approval or denial within five (5) working days of employees' written request for vacation.

2. Vacations must be taken in the twelve (12) months following the July 1 on which they are awarded and shall not accumulate from vacation year to vacation year except in the case of an employee who has not been employed for one full year and hired on March 1st or later. In such case, the employee with his/her supervisor's approval is allowed to reserve his/her vacation time for use during the following summer. A timeline to use the eligible vacation needs to be submitted to his/her supervisor for approval by May 15th.

3. Employees shall not lose their vacation time due to the COMMITTEE'S failure to grant such vacations.

4. Salaries shall not be paid in lieu of vacations except in extreme emergency and with the prior approval of the COMMITTEE.

Full year employees who have been terminated for a reason other than disciplinary and poor performance shall be compensated for vacation earned during the current fiscal year at the rate of one twelfth (1/12) of their annual vacation eligibility for each thirty (30) calendar days of service between July 1 and the date of termination.

School year employees who have been terminated for a reason other than disciplinary and poor performance shall be compensated for vacation earned during the current fiscal year at the rate as described in section (b) of Entitlements.

When employment is terminated through death, the estate of the employee, through the executor or administrator, shall be paid for vacation benefits.

ARTICLE 12

Sick Leave

In the event of a bona fide personal and non-service connected sickness or injury (for which no compensation is received under Workers' Compensation) employees regularly working twenty (20) or more hours per week shall be eligible for time with pay in the amount appropriate to the circumstances of each individual case, in order that their income may be maintained during such period of bona fide incapacitation, on the following basis:

(a) On July 1 of each year, twelve-month employees will be credited with fifteen (15) sick days; eleven-month employees will be credited with fourteen (14) sick days; and school year employees will be credited with thirteen (13) sick days. If an employee is hired after July 1st, they will be credited with one and one quarter sick days per month worked, to be earned. If an employee separates from service and has used sick time that he/she has not earned, the non-earned accrual will be deducted from his/her final paycheck.

Full-year, eleven months and school year employees may use one such day each year for personal business with the supervisor's approval provided notice is given at least forty-eight (48) hours in advance. Unused sick leave days may accumulate from year to year up to a maximum of one hundred eighty (180) days.

All school year employees shall be credited with thirteen (13) days sick leave on each July 1. In the first year of employment, an employee shall be credited with one and eight hundredths (1.08) day of sick leave per month up to thirteen (13) days and shall thereafter be credited with thirteen (13) days on each July 1. Unused days may accumulate from year to year up to a maximum of one hundred eighty (180) days. Sick leave shall be utilized in the following sequence: current year's allowance; accumulation; leave granted in accordance with Section (a), (b), and/or (d) of this article. A percentage adjustment in sick leave shall be made for any employee whose regular work year is greater than 1,820 hours.

This vesting of unused sick days is intended solely as illness protection and does not constitute an obligation on the part of the Town to buy back unused sick days at the time of separation from services.

All hours worked in a bargaining unit position shall be credited to an employee for purposes of sick leave entitlement.

(b) In the case of exceptional circumstances, i.e. critical family illness, additional allowances may be granted on recommendation of the Superintendent and approval by the COMMITTEE. In determining whether such extended allowances shall be granted, the past absences of the employee, the length of continuous service with the Town and the quality of the employee's performance and record shall be taken into account. Consideration shall also be given as to what portion of the allowance shall appropriately be at full pay and what portion at part pay.

Vacation period shall not be substituted for sick leave except in unusual circumstances and with the prior approval of the COMMITTEE.

(c) Employees shall notify their supervisor on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated, and when they expect to return to work.

(d) The COMMITTEE may make such inquiry regarding any absence as the COMMITTEE believes necessary to determine the cause of the absence and whether its duration was reasonably justified. Such inquiry may require a medical examination or a medical note by a physician selected and paid for by the COMMITTEE.

(e) All employees who have at least twelve (12) months service as of July 1st each year will be granted personal days as follows:

12-month employees	3.00 Days
11-month employees	2.70 Days
School-year employees	2.50 Days

(f) Full year employees of less than twelve (12) months service shall be granted personal leave with pay according to the following schedule of sick leave usage:

Sick Leave Usage	Personal Leave
July 1 – Sept. 30 = 0 Days	1/2 Day (3.50 Hours)
Oct. – Dec. 31 = 0 Days	1/2 Day (3.50 Hours)
Jan. 1 – Mar. 31 = 0 Days	1/2 Day (3.50 Hours)
Apr. 1 – June 30 = 0 Days	1/2 Day (3.50 Hours)
July 1 – June 30 = 0 Days	1 Day (7.00 Hours)

Unused personal days, up to one-years earned personal day accrual, may be carried forward. All carried forward personal time balances shall be used only during non-student days.

(g) Eleven-month employees of less than twelve (12) months service shall be granted personal leave with pay according to the following schedule of sick leave usage:

Sick Leave Usage	Personal Leave
July 1 – Sept. 30 = 0 Days	1/3 Day (2.25 Hours)
Oct. – Dec. 31 = 0 Days	1/2 Day (3.50 Hours)
Jan. 1 – Mar. 31 = 0 Days	1/2 Day (3.50 Hours)
Apr. 1 – June 30 = 0 Days	1/2 Day (3.50 Hours)
July 1 – June 30 = 0 Days	1 Day (7.00 Hours)

Unused personal days, up to one-years earned personal day accrual, may be carried forward. All carried forward personal time balances shall be used only during non-student days.

(h) School year employees of less than twelve (12) months service shall be granted personal leave with pay according to the following schedule of sick leave usage:

Sick Leave Usage	Personal Leave
Sept. 1 – Oct. 31 = 0 Days	1/4 Day (1.8125 Hours)
Nov. – Dec. 31 = 0 Days	1/4 Day (1.8125 Hours)
Jan. 1 – Mar. 31 = 0 Days	1/2 Day (3.625 Hours)
Apr. 1 – June 30 = 0 Days	1/2 Day (3.625 Hours)
Sept. 1 – June 30 = 0 Days	1 Day (7.25 Hours)

Unused personal days, up to one-years earned personal day accrual, may be carried forward. All carried forward personal time balances shall be used only during non-student days.

(i) Employees are required to give forty-eight (48) hours or more notice of intended use of personal leave unless waived by his/her supervisor and the response to this request shall be provided to the employee promptly. Approval for personal day use by the supervisor may be denied in the event of a poor attendance record. Approval may not be unreasonably withheld.

(j) Notwithstanding the provisions of sections g, h and i, part-time employees will receive personal leave days on a prorated basis.

(k) Employees will be granted a maximum of fifteen (15) days absence per school year without loss of pay for illness in the immediate family which shall be defined as spouse, parent, child, brother, sister, or any other relative who is a permanent member of the secretary's household or any other person with whom the secretary makes his/her home. Part-time secretaries shall be granted such benefit on a prorated basis. A leave of absence taken for this reason shall be charged against any current sick leave then standing to the credit of the secretary taking such leave or charged against earned vacation days or personal leave at the discretion of the secretary.

(l) Upon the death of an employee, any unused, accumulated personal leave shall be paid to that employee's estate.

(m) The administration will supply WEPSA members with updated accruals (sick, personal, vacation and no pay) annually on or before August 15th. Accrual balances will be as of July 1st of each year.

(n) The parties agree to allow bargaining unit members to voluntarily donate up to four (4) earned sick days annually per each bargaining unit member who has exhausted sick leave and is suffering from a severe illness or catastrophic injury. Donations will be deducted from bargaining unit members within the same fiscal year. This will be known as the "WEPSA Sick Bank". If a member is going to exhaust his/her available sick time because of long-term illness, surgery, or other extenuating circumstances, the bargaining unit member may apply for additional days from the WEPSA Sick Bank. The bargaining unit will be solicited for donations on a voluntary basis, which will be recorded and tracked by the Human Resources Department.

The sick days will be deducted from each member who donated on a prorated, as needed basis until the donations are exhausted. In the event that members offer to donate more days than needed, members will only have sick days deducted based upon actual need, which will be recorded through AESOP as Sick-Bank Donations. All requests for additional sick-days will be reviewed on a case-by-case basis by the Superintendent or his/her designee. Approval should not be withheld under unreasonable circumstances. The Superintendent or designee at his/her discretion may allow more than four (4) days per bargaining unit member to be donated to a member.

This provision is not intended to prohibit the school department from granting additional sick leave at its discretion.

(o) The Superintendent shall determine and grant employees what he/she considers to be the appropriate and reasonable allowance for the following periods of continuous service:

Service Period Allowance	(at full pay)
Less than 3 months	up to 5 days
3 to 6 months	up to 10 days
6 to 12 months	up to 15 days
1 year or more	up to 30 days

For employees with one (1) year or more of service, said thirty (30) days includes the first fifteen (15) days provided for in Section (a) of this article.

ARTICLE 13

Jury Duty

The COMMITTEE will compensate employees their regular salary for the time that they serve on jury duty, extended jury duty, grand jury, and federal jury. Any compensation received by the employee for jury service will be signed over to the Town. A certificate detailing the dates of service and amount of compensation received (if applicable) will be submitted by the employee to the payroll department upon completion of service.

ARTICLE 14

Funeral Leave

Employees will be granted leave of absence with full pay for not more than five (5) days on account of the death of his/her father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law or parent-in-law, and not more than three (3) days on account of the death of a grandparent, grandchild or any other relative or friend for whom the employee is responsible for making funeral arrangements, except in such cases as are covered by the following sentence: Pay for absence not to exceed five (5) days will also be allowed on account of the death of any other person with whom said employee made his/her home. Part-time employees shall be granted a prorated benefit. Upon request of an employee who has suffered a death in his/her family, the bereavement leave period may be extended by the Superintendent or by

whoever is authorized to act in his/her absence. Attendance at funerals of individuals not included in the aforementioned will be considered part of personal leave usage.

Funeral leave may be granted on the recommendation of the Superintendent of Schools and approval of the Assistant Superintendent for Finance and Operations when the employee has had a close, family-like relationship with the deceased person, although such deceased person may not be a member of the immediate family in the relationship above described.

ARTICLE 15

Maternity and Parental Leave

(a) A leave for the purpose of giving birth shall be granted to eligible employees in compliance with the requirements of Massachusetts General Laws, Chapter 149 Section 105D, and Massachusetts General Laws, Chapter 151B, Section 4(1). Said leave shall be for a period not exceeding eight (8) weeks and hereinafter is to be called "maternity and parental leave."

1. Employees granted leave in accordance with this policy and procedure shall be considered in an "inactive employment" status for unpaid days and time spent on such leave shall not count as service or time worked for the purposes of seniority, vacation, sick leave, pensions, length-of-service payment; or other benefits.

(b) This policy applies to full-time male and female employees who have completed the initial three (3) months that may apply according to the terms of this Agreement.

(c) Procedure

1. An employee requesting maternity/parental leave shall notify her immediate supervisor in writing as soon as practical regarding expected departure. The notification must specify the commencement date of the leave, the length of the leave and the expected return date, and be accompanied by supporting documentation from a physician, where applicable, for an exit and return date.

2. The Supervisor will verify that the employee is eligible for maternity/parental leave and will forward the notification and documentation to the Superintendent of Schools. Such leave is provided to any employee in the case of a newborn child in the home of or the placement of a child pursuant to a court order or adoption where the child is under the age of 18, or under the age of 23, if the child is mentally or physically disabled.

3. Employees on maternity/parental leave in accordance with this policy may remain in the Town of Wellesley Group Insurance Plan, provided arrangements are made with the Treasurer of the Town of Wellesley for the payment of the full insurance premium for the duration of the maternity/parental leave if the employee is on leave without pay. If the employee is on leave with pay (i.e. using sick leave) or on unpaid leave designated as leave taken under the Federal Family and Medical Leave Act (FMLA) of 1993, then the Town will continue to pay the town portion of the Town of Wellesley

Group Insurance Plan. Employees failing to apply for continued membership in the Plan will be dropped from the Plan.

4. Upon the return from a maternity/parental Leave, an employee shall be restored to his/her previous or similar position with the same status, pay, length of service credit and seniority as of the date of his/her leave, unless during the period of his/her leave other employees of equal length of service or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment. In that event the employee will retain preferential consideration for another position to which he/she may be entitled as of the date of his/her leave.

5. Parental or maternity leave shall be without pay except that accumulated sick leave benefits may be provided for maternity leave purposes under the same terms and conditions, which apply to other temporary medical disabilities or to the extent provided by law. Parental leave shall be without pay except that accumulated sick leave benefits may be provided for parental leave up to fifteen (15) family sick days.

6. Applications for extensions of leave beyond the eight (8) weeks must be made and will be considered in accordance with Section B of ARTICLE 16, Leaves of Absence.

7. If both parents are employed by Wellesley Public Schools, the employees are entitled to a total of eight (8) weeks of parental leave in the aggregate, as opposed to eight weeks for each parent.

8. Failure to return to work on the expiration of a parental or maternity Leave shall constitute a voluntary termination of employment. It is understood that the federal Family and Medical Leave Act of 1993 where applicable, supersede these provisions where the Act provides additional and/or enhanced benefits.

ARTICLE 16

Leaves of Absence

A. Temporary Absences

1. Professional Days

a. The Association shall be entitled to a yearly maximum of six (6) days for professional purposes. No one person will receive four (4) consecutive workdays in any one-contract year.

b. Employees wishing to apply for leave under this section shall notify the Assistant Superintendent for Finance and Operations in writing with the approval of his or her Supervisor no later than three (3) weeks before the first day of absence.

c. Solely within the discretion of the employee's Supervisor with appropriate budget authority, employees may be reimbursed in accordance with the provisions of ARTICLE 25 for conference fees, travel, and/or lodging expenses incurred in connection with approved leave.

2. Active Military Training Duty

An employee hired prior to April 1 in any year who is absent for an ordered tour of military training duty with an organized Reserve or National Guard unit will be paid at the regular rate of pay and the certified military pay for each week of such absence as provided in the General Laws, Chapter 33, Section 59 of the Commonwealth.

B. Extended Leaves

1. Leaves of absence may be granted as follows:

a. for up to two (2) years following separation from active duty for extended active military service to fulfill military obligation in accordance with appropriate statutes;

b. until the completion of a course of instruction but not more than one semester;

c. until the employee is physically able to return to work, but not more than one (1) year after the expiration of sick leave payments; and

d. for up to thirty (30) days for compelling personal reasons.

2. Employees granted leaves under this section shall be considered in an "inactive" employment status, and time, other than military duty, spent on such leaves shall not count as service or time worked for the purposes of seniority, vacation, sick leave, pension, or other benefits.

3. a. No employee shall be eligible for any leave under this section unless employed on a permanent basis to work regularly for twenty (20) or more hours per week and completed one (1) year (1,820) of continuous employment.

b. To be deserving of leave of absence consideration, an employee must have a good attendance and performance record, be a willing and able worker and have a sincere desire to return to the employ of and continue employment with the Town of Wellesley School Department.

4. a. An employee may be granted leave without pay for up to seven (7) consecutive calendar days by his or her immediate supervisor. Such leave must be indicated on weekly time record signed by the supervisor and the employee.

b. Employees unable to work because of military duty, health or compelling personal reasons beyond seven consecutive calendar days, or who wish to attend school shall submit their application for a leave of absence on the form provided in "APPENDIX B." The application must specify dates and time for which leave is requested and set forth the reasons in detail. In the case of military, health and education leaves, supporting documents shall be required.

c. A supervisor will verify and substantiate to the reasons, whenever possible, and after due consideration of the requirements of the Department and the length of service, attendance, work performance and attitude of the employee, will forward the request with his recommendations to the Superintendent's office.

5. An employee granted leave of absence in accordance with this Section B may remain in the Town of Wellesley Group Insurance Plan, provided arrangements are made with the Treasurer of the Town of Wellesley for the payment of the full insurance premium for the duration of the leave of absence. Employees failing to apply for continued membership in the Plan will be dropped from the Plan.

6. Failure to return to work on the expiration of a leave of absence shall constitute a voluntary termination of employment. Acceptance of any kind of pay while on leave of absence other than military shall be considered to be a voluntary resignation on the part of the employee. The appropriate Department Head and the Assistant Superintendent for Finance and Operations are responsible for uniform and impartial administration of this policy and procedure. It is understood that the federal Family and Medical Leave Act of 1993 where applicable, supersede these provisions where the Act provides additional and/or enhanced benefits.

ARTICLE 17
Group Insurance

Employees covered by this Agreement who work twenty (20) or more hours per week, shall be provided an opportunity to join the Town of Wellesley Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits and extended benefits care for employees and retired employees and their eligible dependents. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the Town of Wellesley and the insurance carrier.

ARTICLE 18
Workers' Compensation

In the event an employee is incapacitated as the result of a bona fide injury or sickness arising out of and in connection with her service to the COMMITTEE and for which Workers' Compensation is payable, she shall be granted the difference between Workers' Compensation payment and her regular straight time rate of pay on the same basis and procedures as set forth under ARTICLE 12 Sick Leave of this Agreement. Notification of such injury or sickness must be made to the supervisor within twenty-four (24) hours of the injury or onset of the illness.

ARTICLE 19
Safety

The COMMITTEE shall, from time to time, make reasonable regulations for the safety and health of the employees during their hours of employment. The COMMITTEE shall provide such

protective clothing and equipment, as it deems necessary. Such clothing and equipment is and at all times shall remain the property of the Town of Wellesley and employees on termination of employment shall return all such items or make payment in lieu thereof.

ARTICLE 20

Personnel Records

The School Committee of the Town of Wellesley is the custodian of the official personnel records of employees covered by this Agreement. Employees upon request shall be given an opportunity to review such personnel records and may have an Association representative present for such review. Should an employee believe her personnel record contains inaccurate information, such an allegation may be made a subject of the grievance procedure. No material derogatory to an employee's conduct, service, character or personality will be placed in her/his personnel file unless the employee has had the opportunity to review such material. The employee will acknowledge that s/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The employee will also have the right to submit a written answer to such material and her/his answer shall be reviewed by the Superintendent and attached to the file copy. Employees have the right upon request to copy any material contained in the personnel file.

ARTICLE 21

Seniority

(a) For the purposes of this article, seniority shall be considered as the length of an employee's continuous full-time service, or in the case of school year and part-time employees equivalent full-time service working twenty (20) or more hours per week in the Wellesley Public Schools. The Association will be provided an updated seniority list on July 1 of each year showing name, classification, step, hourly rate of pay, date of hire, total hours, years, and hours worked since the previous July 1 for each member of the bargaining unit, if requested by the Wellesley Education Professional Support Association Unit A. Continuous service means the most recent period of unbroken service in the Wellesley Public Schools, provided that authorized leave of absence, military service, or layoff as hereinafter defined shall not be considered a break in continuous service for the purposes of establishing a seniority rating. The first six (6) months of employment shall be considered a probationary period. No controversy covering the tenure of employment of a probationary employee shall be the matter of a grievance.

Employees with three or more years of full-time service who have been involuntarily bumped into a position with a shorter work year will retain their prior vacation benefits. Employees involuntarily bumped into a position with a lower salary grade will be frozen at the current rate of pay until the salary surpasses the current rate of pay for the lower position.

Seniority will be calculated in terms of hours of service in accordance with the preceding paragraph. Hours of overtime shall be excluded from the computation of seniority.

Ties in the length of service shall be resolved by lottery.

(b) For the purpose of this Agreement, the term "layoff" means a reduction in the number of employees in a given job title in the Wellesley Public Schools due to a lack of work or funds for the carrying out of any work project in such job title.

1. In the event of a layoff, the least senior employee in the job title affected by the layoff shall be laid off first. Probationary employees shall be laid off first unless there is no other employee having a seniority rating in such job title qualified to perform the requirements of the probationer's job. If there is no such employee available, the probationary employee shall continue to be employed on such job. Such laid-off employees having a seniority rating shall have the right to bump the least senior employees in the same or lower numerical labor grade, having less seniority, provided they are qualified to do the work of the persons such laid-off employees seek to bump. Indiscriminate bumping shall not be permitted and bumping by any employee shall be limited to a single bump. Employees must be willing to work the hours of the employee bumped.

If more than one person is being laid-off, the most senior person being laid-off has first choice to bump the least senior employees, having less seniority, in the same or lower numerical labor grade. The most senior person may temporarily decline to bump in which case the next most senior person has the option to bump or temporarily decline. This process continues until one of the people being laid-off bumps a least senior employee, having less seniority, in the same or lower numerical labor grade. At that time, the most senior person being laid-off may bump the least senior employees, having less seniority, (including a person who has bumped into a position) in the same or lower numerical labor grade or, again, may temporarily decline. This process continues until everyone who is eligible to bump a least senior employee has exercised a final opportunity to bump or to decline to bump. An employee who chooses not to exercise bumping rights will be considered laid off for purposes of unemployment compensation.

2. Laid-off employees shall have recall rights for a maximum period of two (2) years. Employees having less than two (2) years service but more than one year of service prior to layoff shall have recall rights for a maximum period of one (1) year. With respect to employees having less than one year of service prior to layoff, their recall periods shall be equal to the number of months of their service in excess of six (6) months.

3. When a vacancy occurs, the job will be posted pursuant to ARTICLE 24. Should the vacancy not be filled via the bidding process, laid off employees of the same job group shall then be given the first opportunity to return thereto in the order of their seniority. Any person refusing or failing to exercise such recall opportunity with ten (10) working days following notice sent to him/her by the COMMITTEE by certified mail at his/her last known place of residence appearing on the records of the Wellesley Public Schools shall be placed at the bottom of the recall list. Should an employee refuse a

second recall, he/she will forfeit all further recall rights. Such person exercising recall rights shall have two (2) additional days to report to work.

4. In all cases of layoff and recall following a layoff, seniority shall be the deciding factor among employees physically fit, qualified and competent through knowledge, skill and efficiency to perform the available work. The determination of comparative qualifications is the responsibility of the COMMITTEE, but in carrying out this responsibility there shall be no discrimination among employees.

(c) An employee shall lose his/her seniority for the following reasons:

1. He/she quits employment with the school or is transferred to a position not covered by this Agreement.

2. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

3. He/she is absent for three (3) consecutive working days without notifying the COMMITTEE. Exceptions may be made only with the consent of the COMMITTEE. After such absence, the COMMITTEE will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and that his/her employment has been terminated.

4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure, exceptions shall be made only with the consent of the COMMITTEE.

5. Failure to return from Sick Leave and Leave of Absence.

6. He/she retires.

A recall list of laid-off employees shall be compiled in order of seniority and a copy furnished to the ASSOCIATION within thirty (30) working days after the layoff has been accomplished. The ASSOCIATION shall be furnished copies of all "bumping" lists.

(d) Where the words are used in this Agreement, "Job Group" refers to the numerical designation assigned to the various groups of job titles in APPENDIX A and "Job Classification" refers to each of the job titles recognized in the salary schedule set forth in Appendix A attached hereto.

ARTICLE 22

Grievance Procedure

(a) A grievance is an employee's expressed feelings of dissatisfaction presented in writing, concerning aspects of her employment or working conditions arising out of the terms and conditions of this Agreement which have not been resolved to the employee's satisfaction through informal discussion with her immediate superior. Such grievances may relate to the

interpretation or application of, or compliance with any of the provisions of said Agreement. The ASSOCIATION shall advance grievances of the employees to the COMMITTEE.

(b) The COMMITTEE and the ASSOCIATION expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

1. The employee's grievance must contain the following information:
 - a. A statement of the grievance, which cites that part of the Agreement, which has been violated;
 - b. A statement of remedial action of relief sought;
 - c. Evidence (documentary, if available) to support the grievance.

2. The employee or the ASSOCIATION representative must notify his/her supervisor within fifteen (15) working days after the occurrence of the matter which gave rise to the grievance. The supervisor will meet with the aggrieved employee and his/her ASSOCIATION representative and make his/her decision within five (5) working days after the grievance hearing, unless it is mutually agreed by the participants that additional time will be allowed.

3. Should the grievance remain unsettled, it must be presented to the Superintendent or his/her designated representative within five (5) working days after the decision of the Supervisor, otherwise the matter will be considered resolved. The Superintendent or his/her designated representative will meet with the ASSOCIATION representative and make his decision within five (5) working days after the grievance hearing, unless it is mutually agreed by the participants that additional time to answer be allowed.

4. Should the grievance remain unsettled, a meeting with the School Committee may be requested ten (10) working days after the decision of the Superintendent, otherwise the matter will be considered resolved. The School Committee and/or its authorized representative, the employee and the employee's representative will meet within fourteen (14) days after the presentation of the grievance for further discussion thereof in an attempt to dispose of such grievance. A decision will be made within fourteen (14) working days after said hearing.

5. Within fifteen (15) working days after the decision of the School Committee under the foregoing steps of the grievance procedure, either party may request arbitration of such grievance.

(c) Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be rendered within fifteen (15) days of the completion of the arbitration hearings, but such period may be extended by mutual agreement of the parties hereto. The award of the arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this Agreement.

Furthermore, the arbitration award shall be one such as it permitted by law and the regulations and policies of the Commonwealth of Massachusetts applicable to the COMMITTEE and the employees and the ASSOCIATION.

(d) The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

(e) No employee shall have the right to require arbitration that right being reserved to the COMMITTEE and the ASSOCIATION.

(f) The COMMITTEE will make available, upon request, such records, which the parties agree, are pertinent to the arbitration and are not, in the opinion of the COMMITTEE, of a confidential nature.

(g) Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

ARTICLE 23

Classification and Rates of Pay

(a) Classifications and rates of pay effective July 1, 2019 shall be as set forth in APPENDIX A attached hereto and made a part hereof.

(b) A new employee shall advance one-step rate at the end of his or her first six (6) months of employment automatically, with evaluation to follow in a timely manner, but lack of evaluation should not prevent step increase.

(c) Full-time, full-year employees shall advance one step-rate each year automatically (the year to be counted from the date of the latest increase other than the general increase) but not more, until the maximum for their job is reached, with the evaluation to follow in a timely manner, but lack of an evaluation should not prevent a step increase, on the recommendation of the Superintendent or his designated representative. Employees who work less than full-time, full year who have a satisfactory performance record shall be eligible for a step increase on the completion of the equivalent of one year of full-time service, but not more, until the maximum of their job is reached, on the recommendation of the Superintendent or his designated representative. Should the Superintendent or his designated representative deny an employee a step-rate increase upon the review of his performance, the employee shall be notified in writing by the Superintendent of the reasons for such denial.

(d) Employees whose classifications have been upgraded shall move to the new group at the same step and shall retain their anniversary date. When an employee is promoted to a higher rated job, he or she shall enter at the minimum rate of the job or at the step-rate of the job next above his or her rate of the position to which he or she has been promoted, whichever is the higher. Such employee upon being promoted shall be placed on a step, which would

result in a minimum increase of ten dollars (\$10.00) per week. At that time, he or she may further receive a one-step increase upon the recommendation of the Superintendent or his designated representative. The employee's anniversary date will be one-year from the date of the promotion.

(e) Employees on the maximum step of their classification who are involuntarily transferred to a lower classification (transfer includes bumping) shall be frozen until such time as the maximum of the lower classification equals or exceeds the frozen salary. Employees not on the maximum step who are involuntarily transferred (transfer includes bumping) to a lower classification shall be placed on the step closest to but not higher than their present salary, but their salary shall be frozen until such time as the salary of the lower classification equals or exceeds the frozen salary.

Employees who transfer voluntarily to a lower rated job shall enter it at their present rate or at the maximum of the job, whichever is lower.

(f) Employees required to work in excess of normal hours of work per week up to forty (40) hours shall be paid for such work at their straight time hourly rate of pay. Employees required to work in excess of forty (40) hours per week shall be paid for such work at the rate of one and one-half times their rate as set forth in Section (a) above.

(g) The COMMITTEE shall maintain current and accurate written job descriptions of the jobs or positions in the bargaining unit, describing the essential characteristics and general duties of the jobs. The descriptions shall not be interpreted as complete or limiting definitions of any job or position and employees shall continue in the future, as in the past, to perform the duties assigned by their supervisors, or other administrative authority. Whenever a new position is established, or the duties of an existing position are so changed that in effect a new position is created, the COMMITTEE shall allocate such new or changed position to its appropriate group. Employees may request a review of the written job description to verify the accuracy and group classification of their job no more than once in twelve (12) months.

(h) Each employee's work performance and attendance record shall be reviewed with her/him by her/his immediate supervisor at least once each year, such review to be completed by August 15th. Upon completion of such review, it shall be signed by the employee and the employee's supervisor and forwarded to the Human Resources Office for inclusion in the employee's official personnel file.

(i) The Superintendent or his designee may authorize an entrance rate higher than the minimum rate for a position.

(j) Employees who complete the following years of continuous full-time service with the Town of Wellesley shall be paid immediately following the anniversary date of such service to the Town as follows:

Effective July 1, 2019:

(i) Full year employees (1,820 hours) who complete the following work years of continuous full-time service with the Town of Wellesley shall be paid on their anniversary date of such service to the Town as follows:

Seniority Period	Additional Longevity Pay		
	FY'2020	FY'2021	FY'2022
15 through 19 years	\$1,460	\$1,489	\$1,519
20 through 24 years	\$1,580	\$1,612	\$1,644
25 or more years	\$1,700	\$1,734	\$1,769

(ii) Eleven-month (1,695 hours) year employees who complete the following work years of continuous full-time service with the Town of Wellesley shall be paid on their anniversary date of such service to the Town as follows:

Seniority Period	Additional Longevity Pay		
	FY'2020	FY'2021	FY'2022
15 through 19 years	\$1,350	\$1,377	\$1,405
20 through 24 years	\$1,464	\$1,493	\$1,523
25 or more years	\$1,570	\$1,601	\$1,633

(iii) Employees who have worked in the capacity of more than one type of work will be paid according to the current category.

(k) Effective July 1, 2021, if an Employee or an Administrator thinks a position should be reclassified, the following procedure should be followed:

1. the employee should write a complete description of the current duties;
2. the employee should specify why the position should be reclassified;
3. the supervisor and Director of Human Resources should review the description of duties and attest to its accuracy;
4. the request for reclassification along with the job description, as well as any additional supporting data, should be submitted to the Assistant Superintendent for Finance and Operations, who shall render a decision within fifteen (15) working days of his receipt of the request;
5. if the decision in step (4) is not satisfactory to the employee the matter should be referred to an ad hoc job evaluation committee consisting of two appointees of the administration and two appointees from the Association, excluding, however, the requesting parties. The members of this evaluation committee should familiarize themselves with job evaluation techniques and shall, as a body, render a decision on the matter within fifteen (15) working days of their date of organization. The decision of this

committee shall be in writing and directed to the requesting party, the Association, and the Superintendent of Schools.

6. the use by an Employee of the procedure outlined above shall be in lieu of all other remedies, including the grievance procedure, arbitration, and legal action, and shall not constitute a waiver of the School Committee's right to define job expectations at its sole discretion.

(l) Whenever a secretary (Unit A or Unit B) in a higher grade is absent for any reason for five (5) consecutive days or longer and a secretary in a lower grade (Unit A or Unit B) has been designated by the Director of Human Resources to serve as the acting secretary in a higher grade during her absence, the secretary providing the coverage shall be compensated on the salary schedule (Unit A or Unit B) of the covered position at her current step for all time spent covering the higher position.

(m) All members will be paid by direct deposit with electronic pay stub.

ARTICLE 24

Vacancies and Promotions

(a) Before hiring a new employee to fill permanent vacancy which the COMMITTEE intends to fill in a classification covered by this Agreement, the COMMITTEE shall e-mail the notice of vacancy to all bargaining unit members. Employees wishing to be considered for such posted vacancy shall apply through SchoolSpring. Request for consideration received after the end of the posting period may be considered at the discretion of the COMMITTEE if no bids from qualified employees are received during the posting period. The COMMITTEE agrees to give preference to qualified employees within the bargaining unit but in the event there are no bids from qualified employees, the COMMITTEE may fill the vacancy as it determines appropriate, provided there is no employee on recall.

(b) Probationary employees shall be ineligible to bid but may be considered if there are no qualified bidders. Employees, who have received a classification change through the bid procedure, shall be ineligible to bid until after twelve (12) months of such classification change.

ARTICLE 25

Travel Allowance

(a) Purpose: To define the policy on travel, transportation, and the use of private automobiles in the conduct of official Town business and to establish the procedure for the reimbursement or payment of expenses connected therewith.

(b) Reimbursements: Employees shall be reimbursed for actual, reasonable and necessary expenses incurred by and for themselves as a result of approved travel in connection with their duties or office. Travel shall be at tourist or coach class using the most direct or economical route. Employees using private automobiles shall be reimbursed for such travel at a rate equal to the Wellesley Town Rate except that, as a rule, such reimbursement shall not exceed the cost of public transportation. Employees whose duties require transportation continuously and

regularly, may be provided with a vehicle or receive a stated monthly allowance in lieu of reimbursement for the use of their private automobiles.

(c) Definitions:

1. Actual Expense - an expense that has been incurred and must be paid by an expenditure of money.
2. Reasonable Expense - an expense, the amount of which is appropriate for the position of the individual and the circumstance giving rise to the expense.
3. Necessary Expense - an expense, the incurrence of which results directly from approved travel.

Actual, reasonable and necessary expenses include, but are not necessarily limited to, meals and lodging while away from usual place of work; transportation, including tolls, parking fees, car rental and mileage between the employee's usual place of work, the destination and return; business or professional association dinner meeting expenses, including gratuities.

(d) Procedures:

1. Employees needing funds for travel may request an advance. Such requests should state the purpose of travel, give a detailed estimate of expenses, and submitted through appropriate channels to the Board of Selectmen for approval.
2. Employees requesting reimbursement for travel expenses must submit their expense report within thirty (30) days of the completion of the travel. Receipts must be attached.
3. Employees whose spouses accompany them shall be reimbursed for lodging expense not to exceed two-thirds (2/3) of the cost of a double room (one-half (1/2) the cost of lodging if meals are included in the room cost - American Plan).
4. Claims for reimbursement of expense must be submitted on the expense report form and approved by the employee's Supervisor and Department Head.
5. Expense checks will be prepared and distributed by the Treasurer.

(e) Enforcement:

Fraudulent or false expense reports are grounds for disciplinary action including discharge. Employees are responsible for the accuracy of the expense report. The Director of Financial Services is responsible for uniform and impartial application of this policy.

ARTICLE 26
Retirement

Employees will receive a \$500.00 incentive if the employee provides a written notice of retirement six (6) months prior to the effective date of retirement. Payment will be in the final paycheck.

ARTICLE 27
Evaluations

Each employee will receive a written performance evaluation by August 15th of each year.

ARTICLE 28
Tax Sheltered Annuities

Pursuant to Chapter 71, Section 37B of the General Laws of Massachusetts, payroll deductions shall be provided for tax-sheltered annuities.

ARTICLE 29
Strikes and Lockouts

During the term of this Agreement, there shall be no strikes, "sick-outs," work stoppages, secondary boycotts or any slowdown, disturbances or demonstrations during the working hours. The ASSOCIATION and its representatives will give their support to the COMMITTEE in maintaining orderly and efficient operations. Participation by any employee or employees in any act in violation of the provisions of this article shall be cause for discipline. During the term of this Agreement, there shall be no "lockouts" by the COMMITTEE.

ARTICLE 30
Legislation

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, Federal or State, or should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, such other provision of the Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

ARTICLE 31
Effect of Agreement

(a) This instrument 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 have been reduced to writing and signed by the parties.

(b) 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 understanding 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 not

specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

ARTICLE 32

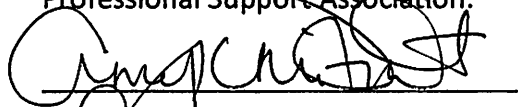
Duration of Agreement


This Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect until midnight June 30, 2022 and shall then terminate unless extended by the parties hereto. Negotiations to amend this Agreement may be initiated at any time by mutual consent of the parties. Either party may open negotiations for a successor Agreement at any time in the 2021-2022 school year by sending a written notice of such intention to the other party.

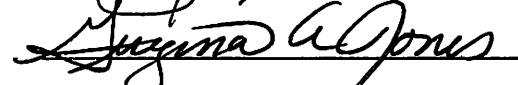
Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this ARTICLE shall preclude either the COMMITTEE or the ASSOCIATION from modifying any proposals made during the course of the negotiations.

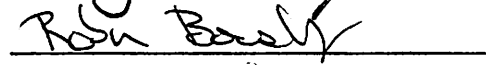
IN WITNESS THEREOF, the COMMITTEE has caused this instrument to be duly executed by its authorized designees and the ASSOCIATION acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized July 1, 2019.

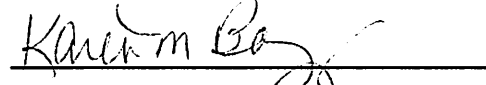
For the Wellesley Education
Professional Support Association:



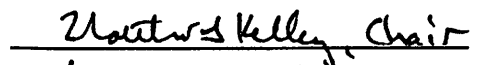











For the Wellesley School Committee:









**APPENDIX A
Salary Tables**

2019-2020 - Effective July 1, 2019

Step	Group 2	Group 3
1	\$24.34	\$21.44
2	\$25.14	\$22.36
3	\$26.37	\$23.49
4	\$27.83	\$24.89
5	\$28.71	\$25.82
6	\$29.43	\$26.60
7	\$30.16	\$27.54

2% increase over the 2018-2019 Salary Table

2020-2021 – Effective July 1, 2020

Step	Group 2	Group 3
1	\$24.82	\$21.87
2	\$25.65	\$22.81
3	\$26.89	\$23.96
4	\$28.38	\$25.39
5	\$29.29	\$26.33
6	\$30.02	\$27.13
7	\$30.76	\$28.09

2% increase over the 2019-2020 Salary Table

2021-2022 – Effective July 1, 2021

Step	Group 2	Group 3
1	\$25.32	\$22.31
2	\$26.16	\$23.26
3	\$27.43	\$24.44
4	\$28.95	\$25.89
5	\$29.87	\$26.86
6	\$30.62	\$27.68
7	\$31.38	\$28.65

2% increase over the 2020-2021 Salary Table

Job Group 2

School District Registrar/Receptionist – 12 months
Secretary to Director METCO - 11 months
Secretary to Director of Libraries & Ed Tech – 12 months
Secretary to Directors of Fitness & Health & Visual Arts -11 months (0.6)
Secretary to Director of Performing Arts - 11 months
Secretary to Elementary Principal – 12 months
Secretary to Secondary Principal – 12 months
Secretary to Personnel -12 months
Secretary to Dept. Head K-Gr 5 Spec Ed – 12 months
Secretary to Preschool – 12 months
Financial Transactions Assistant – 12 months
High School Secretary to Athletic Director - 12 months
High School House Secretary – 12 months
Instrumental and Vocal Extension Program (IVEP) Coordinator – 12 months (0.4163 FTE)
Secretary to Middle School, Data Processing Coordinator – 12 months

Job Group 3

High School Guidance Receptionist – 12 months
Secretary to High School Director of Guidance – 12 months
High School Main Office Secretary – 12 months
Secretary to High School Dept. Head- Student Services - 11 months
Middle School Main Office Secretary – 12 months
Secretary to Director of Middle School Student Services -11 months
Secretary to Middle School Department Head of Guidance – 11 months
Secretary to Middle School Asst. Principal – 12 months
Production/Science Technician – 12 months
Production/Social Studies – 12 months (0.55 FTE)

Job Description Study – The parties agree to form a committee consisting of six members, three from the Administration and three from the Association. The role of the committee is to recommend to the Superintendent by June 30, 2020 appropriate updated job descriptions for each position in the bargaining unit.

Reclassification Study - The parties agree to form a committee consisting of six members, three from the Administration and three from the Association. The role of the committee is to recommend to the Superintendent by June 30, 2021 potential reclassification of positions.

APPENDIX C
Evaluation Tool

Name:

Position:

Supervisor:

Evaluation Date:

Job Description Attached: Yes _____ No _____

Rating Scale:

4 = Highly Effective:

Performance objectives often exceed expectations. Projects and objectives are completed in a manner that expands the scope and impact of the assignment and increases the impact on the department/school. Then employee is viewed as having made notable contributions

3 = Effective:

Performance is competent and effective along established expectations; initiative and resourcefulness and good judgement are consistently exercised. Employee makes a solid, reliable and meaningful contribution to the department/school.

2 = Improvement Required:

Performance falls below expectations. Goals for improvement should be created to remedy the deficiency.

1 = Unsatisfactory:

Performance is slightly below expectations. Improvement is required.

Wellesley Public Schools
WEPSA - Unit A and B - Evaluation Instrument

Overall Rating

1 Demonstrates knowledge of position and produces quality work

Performance Indicators

Performs duties and responsibilities reliably, accurately, and on a timely basis
Top three job responsibilities based upon each employee's specific job description

- 1
- 2
- 3

Ability to effectively use applicable technology/software:

- Google platform
- AESOP
- Excel
- Word
- Munis - as applicable

Displays attention to detail, avoids errors, strives to ensure accuracy

(Recommended = 2) or (Required = 1) action steps for improved performance

2 Demonstrates ability to plan, organize, and set priorities

Performance Indicators

Ability to plan, prioritize, and organize work to ensure completion on a timely basis
Ability to multitask, handle multiple assignments, and perform under pressure/maintain composure
Ensures expected results are achieved through utilization of all appropriate resources

(Recommended = 2) or (Required = 1) action steps for improved performance

3 Demonstrates adaptability, flexibility and commitment

Performance Indicators

Provides accurate and timely assistance to supervisor, staff, parents, and students
Ability to interpret and respond to new situations, problems, procedures, and methods
Displays a willingness to learn new tasks/software as needed
Responds appropriately to suggestions

(Recommended = 2) or (Required = 1) action steps for improved performance

4 Ability to make sound decisions and use sound judgment

Performance Indicators

Ability to accurately assess and differentiate priorities and respond/change plans accordingly

Displays initiative, takes responsibility, and develops plan to accomplish work effectively

Ability to work independently, with little to no oversight

Seeks input from appropriate resources to resolve issues effectively

(Recommended = 2) or (Required = 1) action steps for improved performance

5 Demonstrates effective communication skills

Performance Indicators

Keeps supervisor informed as appropriate

Effective and appropriate in both verbal and written communication

Ability to effectively manage email and respond in a timely manner

(Recommended = 2) or (Required = 1) action steps for improved performance

6 Demonstrates professionalism and integrity

Performance Indicators

Demonstrates appropriate conduct - cooperative, considerate, tactful - in all situations

Interacts effectively and appropriately with all stakeholder: supervisor, administration, staff, parents, students

Demonstrates discretion and practices confidentiality

Attendance is regular and observes established working hours

(Recommended = 2) or (Required = 1) action steps for improved performance

Wellesley Public Schools
WEPSA - Unit A and B - Evaluation Instrument

What are the major strengths of this employee?

What are the objectives for this employee before the next evaluation?

Acknowledgement of Evaluation

I have received and agree with this evaluation. _____

Employee Name _____

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____

I have received and disagree with this evaluation. _____

I understand that I have the option to respond with rationale for my disagreement that will be attached to this evaluation and placed into my personnel folder.