



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE NORTH ATTLEBORO SCHOOL DISTRICT

AND

**THE NORTH ATTLEBORO FEDERATION OF TEACHERS,
LOCAL 4292, AFTMA, AFL-CIO
(Office Professionals)**

July 1, 2013 – June 30, 2016

*** NORTH ATTLEBOROUGH SCHOOL COMMITTEE ***

NEGOTIATION SUB-COMMITTEE

KEVIN O'DONNELL

*** NORTH ATTLEBORO FEDERATION OF TEACHERS ***

LOCAL 4292, AFTMA, AFL-CIO
OFFICE PROFESSIONALS UNIT

NEGOTIATION SUB-COMMITTEE

ERICA CUNHA: CHAIRPERSON

JEANNE SANTORO

ANNE THOMPSON

MARY TONINO

SCHOOL COMMITTEE CHAIRPERSON: ARTHUR POIRIER

SUPERINTENDENT OF SCHOOLS: SUZAN B. CULLEN

FEDERATION PRESIDENT: NICOLE REMINDER

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This Agreement is made and entered into this First day of July, 2013 and between the SCHOOL DISTRICT OF THE TOWN OF NORTH ATTLEBORO, hereinafter referred to as the "School District", and the NORTH ATTLEBORO FEDERATION OF TEACHERS, LOCAL 4292, AFTMA, AFL-CIO, hereinafter called the "Federation."

ARTICLE I - PREAMBLE

- A. The North Attleboro School District is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the School District by law or by any rule or regulation of any agency of the Commonwealth. The School District retains all the powers, rights and duties that it has by law.
- B. The Superintendent of Schools or his designee, hereinafter referred to as the "Superintendent," shall serve as the agent of the School District with respect to all matters pertaining to the administration of the provisions of this Agreement.
- C. It is expressly agreed that the grievance procedure set forth hereafter in Article III of this Agreement shall not be exercised in relation to the hiring policies of the School District.

ARTICLE II - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements, the School District recognizes the Federation as the exclusive bargaining agent and representative of all clerical employees of the District holding the following titles: Head Accounts Payable Bookkeeper; Head Payroll Coordinator; Accounts Payable Bookkeeper; Payroll Coordinator; Administrative Assistant II; Administrative Assistant I, Technology Assistant; but excluding therefrom the Office Professionals to the School Committee, Executive Office Professionals to the Superintendent of Schools, and all other employees of the School District.

ARTICLE III - GRIEVANCE PROCEDURE

1. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The School District and the Federation desire that such procedure shall always be as informal and confidential as possible.
2. A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement shall not be the subject of a grievance.
3. Grievances, except as otherwise provided for herein, shall be processed in accordance with the following procedure:
 - A. Level One: The aggrieved employee shall first attempt to resolve the grievance orally with his/her supervisor. If the employee is not satisfied with an informal resolution, he/she may present the grievance in writing to his/her supervisor, provided that any grievance must be presented in writing to the supervisor within fifteen (15) working days of when the employee reasonably knew or should have known of the event giving rise to the grievance, or the grievance shall be deemed waived. The written presentation of the grievance shall give a summary of the facts alleged, specify the contract provision(s) allegedly violated, and state the relief desired. The supervisor shall advise the employee, in writing, of his/her decision regarding the grievance within five (5) working days after the grievance has been received by him/her.
 - B. Level Two: If at the end of five (5) working days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Federation may, within five (5) working days thereafter submit his/her grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Federation in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, his designated representative shall act on his behalf. Within ten (10) working days after the conclusion of said meeting, the Superintendent or his representative, as the

case may be, shall advise the aggrieved employee and the Federation in writing of his decision concerning the grievance.

- C. If the aggrieved person is not satisfied with the Superintendent's decision at Level Two, or if no decision has been rendered within ten (10) working days after the meeting at Level Two, the Federation may submit the grievance to the American Arbitration Association for binding arbitration, provided that any request for arbitration must be filed with the American Arbitration Association not later than twenty-five (25) working days after the meeting at Level Two.

The costs of the services of the assigned arbitrator will be borne equally by the School District and the Federation.

4. The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Federation and Superintendent.

ARTICLE IV – EMPLOYEE PERSONNEL FILE

Each employee, upon making requests and giving reasonable notice in said request, shall have the right to review the contents of his/her personnel file. No material derogatory to an employee's conduct, service, character or personality, upon which disciplinary action will be taken, shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he/she has reviewed such material by signing his/her name to the copy to be filed in his/her personnel file. The employee's signature shall in no way mean that he/she agrees to the contents of any such material. The employee shall also have the right to submit a written answer to such material and to have his/her response attached to the personnel file copy.

ARTICLE V – VACANCIES

Whenever any vacancy in a position represented by the Federation occurs it will be adequately publicized by means of a notice posted for at least ten (10) days prior to the close of the application period on the Federation bulletin board at every work site. During the months of July and August notice of such vacancy will be sent to the Chairperson of the bargaining unit and to any employee who leaves a self-addressed stamped envelope with the Superintendent's Office for that purpose.

In order to facilitate the Superintendent's performance hereunder, the Federation shall notify the Superintendent not later than the third week of September in each school year, and not later than seven (7) calendar days of any change during any school year, of the name, address and telephone number of the chairperson of this bargaining unit.

ARTICLE VI – SENIORITY

1. Seniority shall mean an employee's length of continuous service in years, months, and days, commencing with the first day of attendant employment (not date of hiring) on a paid basis in the North Attleboro Public Schools. No services shall be credited which was rendered outside this bargaining unit, with the exception of Technology Assistants previously recognized in the Paraprofessional Unit. For the purpose of determining seniority of current members of this bargaining unit the seniority list of December 9, 1988 shall be used with updating from that date.
2. The principle of seniority shall be considered in all cases of promotion, transfer, decrease or increase of the bargaining unit, as well as preference in assignment.

ARTICLE VII – TRANSFERS

Employees who desire a change in assignment or who desire to transfer to another building for the next school year shall file a written statement of such desire with the Office of the Superintendent by April 1. Such statement shall include the assignment or school to which he/ she desires to be transferred.

Any involuntary reassignment or transfer shall be made only after a meeting between the employee involved and the Superintendent and/or his designee, at which time the employee shall be notified of the reasons for the reassignment or transfer.

The Office of the Superintendent shall, upon request, make available to the chairperson of the unit the names of persons within the unit who have been reassigned or transferred and the nature of the new assignment.

ARTICLE VIII - HOURS OF WORK

1. The basic workweek for all full-time employees shall consist of thirty-five (35) hours, or forty (40) hours for Technology Assistants.
2. Any period of time that an employee works over seven (7) hours in any regular working day shall be considered overtime. Any period of time that a Technology Assistant works over eight (8) hours in any regular day shall be considered overtime. No Technology Assistant shall be required to report to their assignment earlier than 7:15 a.m. Technology Assistants will be provided with a twenty (20) minute duty free lunch period during their eight (8) hour work shift.
3. Each employee shall at his/her discretion be compensated for all overtime in either of the following ways:
 - a. For each hour of overtime worked, an employee shall receive one and one-half (1 ½) times his/her regular hourly rate of pay; or
 - b. Each hour of overtime shall be credited as one and one-half (1 ½) hours of additional annual leave time.
 - c. Employees may not accrue more than seventy (70) hours of such compensatory annual leave. Employees who have already accrued more than seventy (70) hours as of July 1, 1997, may not accrue additional hours, but shall not lose any accrued time. All subsequent overtime worked by said employees must be compensated by cash payment until they fall below the seventy (70) hour limit, at which point they may again accrue compensatory annual leave, provided they do not exceed the seventy (70) hour limit.

All compensatory annual leave earned shall be approved in writing by the employee's immediate supervisor and shall be submitted to the Superintendent's Office on a form prescribed for this purpose. A log of compensatory leave earned shall be maintained in the Central Office Business Office and shall be accessed by a member of this unit through the use of a form prescribed for this purpose. No unit member shall use compensatory leave that is not listed in the compensatory log.

- d. Once the employee chooses to be compensated for overtime in the form of Compensatory Annual Leave, it must be used in that manner. Accrued Compensatory Annual Leave will not be able to be exchanged for cash payment at any future date.
4. Employees shall be paid a normal workday's pay for each day that schools are closed for inclement weather or other emergency situations up to two days per school year. Notwithstanding this provision, the Superintendent of Schools may require employees assigned to the Central Office to report to work on any such day. Central Office essential employees shall receive their regular day's pay plus compensatory time for any hours worked during days when schools are closed for inclement weather or other emergency situations.

When schools are closed for reasons stated above, beyond two days, employees may use any accrued vacation, personal, or compensatory time without making prior application.

In the event school district offices are closed beyond two days, and employees are required to report to work, per the directive of the Superintendent of Schools or his/her designee, they shall receive their regular daily pay plus be credited with compensatory time equal to their regular daily workday hours.

Upon execution of the agreement until June 30, 2016, ten (10) month bargaining unit employees shall not receive inclement weather pay. This shall not restrict an employee from using earned time as described in paragraph 2 of the section.

5. Ten month employees shall report to work ten (10) work days prior to the first day that teachers return to work. Ten month employees shall work five (5) days after the end of the school year. If any of the five (5) days run after June 30th, employees shall be allowed to work these five (5) days within two (2) weeks of the end of the school year on days to be mutually agreed to by their principal.

ARTICLE IX – WAGES

Subject to acceptance by all town employees represented by individual unions, all employees covered by this contract shall be paid in equal installments every two weeks between September and June or be paid over twenty-six equal installments over the course of the entire year. Employees shall elect which payment method they desire not later than the close of the first week of school for that school year.

1. The salaries of all employees are set forth in Appendix A, which is attached to and made part of this Agreement.
2. An optional pro-rated salary for ten (10) month employees will be available. Notice of intent to receive pro-rated salary must be sent to payroll no later than the July 1st preceding the new year.
3. Each employee having completed ten (10) years of employment as a member of the bargaining unit shall attain STEP 10+ (formerly 5-10 or 5+10) and receive wages accordingly.
4. If a posted position, covered by the North Attleboro Federation of Teachers' Contract (Office Professionals Unit) is filled by a member of the bargaining unit, the unit employee shall be paid at a step most closely matching his/her present step, that shall insure against a decrease in salary; unless a member of the bargaining unit applies for and accepts a lesser-paying position, in which case he/she will be placed on the step which is the same as the one held in the position being vacated.
5. The administrative assistant to the School District Transportation Director shall receive an annual stipend of \$500.00 per school year.
6. The administrative assistant in charge of Student Activities at the High School shall receive an annual stipend of \$3500 per school year.
7. Liaison to Retirement Board - \$2000

ARTICLE X – MILEAGE

Office Professionals will be reimbursed for mileage for school related business at the rate allowed by the Internal Revenue Service. This rate will be adjusted annually each July 1st and will be in force until the end of the fiscal year June 30th.

ARTICLE XI – HOLIDAYS

Full days:

Labor Day	Day Before New Year's
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day After Thanksgiving	Good Friday
Day Before Christmas	Patriots' Day
Christmas Day	Memorial Day
	Independence Day

On the day before Thanksgiving, work will end for all employees one-half hour after school sessions are dismissed according to the following schedule:

High School	½ hour after school dismissal
Middle School	½ hour after school dismissal
Elementary Schools	½ hour after school dismissal
Superintendent's Office	½ hour after last school building dismissal

Subject to management discretion, twelve (12) month employees may take the last workday before Independence Day as a holiday. Any employee required to work on that day should receive a compensatory day at a different time.

ARTICLE XII – VACATIONS

1. The vacation year shall be the period July 1 to June 30 inclusive. Each member shall be credited as of June 30 with vacation leave pay in accordance with sections 2 through 4:

2.

Years of Service	12 and 10 Month Employees Hired prior to June 30, 2011
0 < 1	5 days
1 < 5	10 days
5 < 10	15 days
10+	25 days

3.

Years of Service	12 Month Employees hired after June 30, 2011
0 < 1	5 days
1 < 7	10 days
7 < 15	15 days
15	25 days

4.

Years of Service	10 Month Employees hired after June 30, 2011
0 < 2	4 days
2 < 7	8 days
7 < 20	12 days
20+	21 days

- 5. All 10-month bargaining unit employees are required to use earned vacation time during scheduled school vacations. Bargaining unit employees may not take days without pay until all vacation time is exhausted.
- 6. Subject to management discretion, twelve (12) month employees may take two (2) additional vacation days during the Christmas vacation week. Any employee required to work these days should receive two (2) compensatory days at a different time.
- 7. No employee who is scheduled to work for only ten (10) months of the year shall use vacation time during any regularly scheduled school days or curriculum days, provided that, the administrator who directly supervises that employee (for example, a building Principal), may, in his/her sole discretion waive the enforcement of this paragraph for any or all of an employee's vacation leave.
- 8. Newly hired bargaining unit employees shall not use vacation time within the first six (6) months of employment.

ARTICLE XIII – PERSONAL LEAVE

Three (3) days per year may be taken, with pay, for religious, legal, business, household or family matters that require the employee's absence from work. Application for such Personal Leave shall be made at least seventy-two (72) hours before taking such leave, except in the case of emergencies.

Additionally, employees may use Personal Leave in the event that the Superintendent of Schools cancels classes without making prior application. Notwithstanding this provision, the Superintendent of Schools may require any employee assigned to the Central Office staff to report for work on any such day.

Unused personal leave days at the end of the school year shall be converted to sick leave days and added to the individual's sick leave accumulation.

ARTICLE XIV – SICK LEAVE

1. Each employee shall be credited with one (1) sick leave day per month (at the conclusion of each month) for the first year of employment and one and one-half (1½) days per month for each succeeding month of employment accumulative to 150 days.

Sick leave is defined as a full day allowed an employee for the following reasons:

- a. Personal illness.
 - b. Personal injury, non-employment connected.
 - c. Quarantine due to exposure to contagious diseases, which may endanger the health of pupils or other personnel.
 - d. Serious illness of a member of the immediate family.
 - e. The employee's immediate family shall include husband, wife, mother, father, child, grandchild, brother, sister, parent-in-law, grandparent, son-in-law, daughter-in-law, any person residing in the employee's household and any person for whom the employee has primary care responsibilities.
2. In a contract year, an employee may use up to seven (7) of his/her sick leave days for absence due to serious illness of member of his/her immediate family. This time may be extended by the Superintendent of Schools (or designee) if he/she deems it appropriate, in his/her sole discretion, due to extenuating circumstances. For the purpose of this Article, immediate family shall be defined as the employee's: husband, wife, mother, father, child, grandchild, brother, sister, parent-in-law, grandparent, son-in-law, daughter-in-law, any person residing in the employee's household and any person for whom the employee has primary care responsibilities.
3. A sick leave bank shall be established by initial contribution of 36 days by the School District and by members of the bargaining unit each contributing one day of his/her accumulated sick leave days for use by a participating member whose sick leave is exhausted through prolonged illness. (A prolonged illness shall be one that has caused absence of more than fifteen (15) consecutive days.) Vacation, personal, and compensatory days must be used by the participating member before being eligible to draw upon the sick leave bank. The sick leave bank shall be non-accumulating in that its benefits beyond a residual number of one hundred (100) days once reached shall expire at the end of each contract year.
 - a. To be eligible for sick leave bank days, the applicant must be a member of the bargaining unit and contribute one sick leave day to the bank within thirty (30) days from their date of hire or within the first five full days of the school year for subsequent years of employment.
 - b. A doctor's certificate shall be required in each instance that an applicant seeks access to the sick leave bank, including application for extended benefits.
 - c. The initial grant of days from the sick leave bank will cover up to twenty-five (25) working days of any one prolonged illness; and the grant will end on the last workday of the contract year in which the prolonged illness began. Consideration will be given for additional days beyond the twenty-five (25) in the event that the prolonged illness continues. In no instance shall more than one additional grant be made to an individual in a contract year, nor shall that additional grant coupled with the initial grant exceed forty-two (42) days effective July 1, 2004; 44 days effective July 1, 2005; 48 days effective July 1, 2006 for the individual. If in such instance of extended benefit award the Sick Leave Bank reaches a level of fifteen (15) days, it will be replenished by a contribution of one (1) additional day of sick leave by each participating member.
- Whereas there shall be no limit on the number of participating members who may access the Sick Leave Bank in a contract year, the contribution to the Sick Leave Bank by participating members in that contract year shall be limited to three (3) days.

- d. The Sick Leave Bank will be administered by a Sick Leave Bank Committee comprised of four members: one School Committee member, the Superintendent of Schools, and two members of the Federation.

- e. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- f. No days may be withdrawn from the Sick Bank for use for other than prolonged illness. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.
- g. Application for benefits shall be in writing in the form of a letter to the Superintendent of Schools accompanied by a doctor's certificate as to the illness and the anticipated extent of recovery time from illness.

ARTICLE XV – FUNERAL DAYS

- 1. In the event of the death of a member of the immediate family as defined in Article XIV, Sick Leave, and/or in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, nephew or niece, the employee will be granted leave with pay in the amount of four (4) working days, and such leave shall not be charged to sick leave or vacation leave. He/she will be granted one (1) additional day for travel if needed.
- 2. In the event of the death of the employee's cousin, the employee will be granted leave with pay in the amount of two (2) working days, and such leave shall not be charged to sick leave or vacation leave.

ARTICLE XVI – JURY DUTY

An employee who is required to serve on jury duty will be paid the difference, if any, between the amount of compensation he/she received for jury duty and his/her regular pay.

ARTICLE XVII – LONGEVITY

- 1. Each employee who completes the number of years indicated below of continuous employment with the School District shall be granted a longevity lump sum payment in the amount set forth below for the number of years of such service he/she has completed.

	12-Month Employee	10-Month Employee
Effective 2013-2014		
7 years	\$325.00	\$300.00
10 years	\$450.00	\$400.00
15 years	\$675.00	\$600.00
20 years	\$880.00	\$770.00

	12-Month Employee	10-Month Employee
Effective 2015-2016		
7 years	\$341.00	\$315.00
10 years	\$472.00	\$420.00
15 years	\$709.00	\$630.00
20 years	\$880.00	\$770.00

- 2. The longevity pay to which an employee is entitled shall be paid in lump sum payment in the first pay period next following the date on which he/she completes the number of years of said employment and shall continue to be paid each year thereafter on the anniversary of such pay period. In case of termination of employment before the anniversary date, the longevity benefit shall be prorated for that part of the year worked.

ARTICLE XVIII – SCOPE OF AGREEMENT

- 1. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the School District and the Federation.

2. The failure by the School District or by the Federation in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provisions.
3. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XVIX – PROFESSIONAL IMPROVEMENT

In order that professional and/or technical skills may be upgraded and improved, the North Attleboro School District will reimburse members of the Federation for courses taken to improve themselves professionally, subject to the following provisions:

1. Courses requested must be in association with the employee's job classification, duties or future duties.
2. Prior to enrollment in the course, request must be made in writing to the Superintendent of Schools or his designee with an explanation of how this course would improve the member in respect to his/her position.
3. Approval by the Superintendent of Schools, or his designee.
4. Successful completion of course. (Copy of final grade and receipt for tuition and fees must be included with request for reimbursement.)
5. Reimbursement for tuition and scholastic fees not to exceed \$350.00 per person per contract year.
6. Employees may also receive reimbursement for seminars, conferences or workshops they attend, subject to the same prerequisites provided for in course reimbursement, including all mileage, meals, conference fees and other expenses, which shall be counted against the employee's maximum annual allotment of \$350.00. This shall not apply to conferences or workshops that the employee is required to attend by management; in those instances the District shall reimburse the employee for all reasonable expenses actually paid by the employee, and such reimbursement shall not be applied against the employee's maximum annual allotment for professional development.
7. Upon request of the Union, a joint committee comprised of Superintendent, or designee, for the Employer and up to two (2) bargaining unit members for the Union, as determined by the Union, shall meet to discuss professional development. This committee shall provide non-binding recommendations for professional development topics and scheduling. This committee shall not meet more than twice a year.

ARTICLE XX – GENERAL

1. All employees shall receive the health insurance benefits and opportunities that are provided to other employees of the North Attleboro School District or Town of North Attleboro in accordance with Massachusetts General Laws, Chapter 32B.
2. Employees shall be eligible to participate in the Municipal Employee's Pensions Plan made available by the Town of North Attleboro to its other employees.
3. All employees shall be eligible to participate in any annuity programs made available by the town of North Attleboro to other employees. Employees will also be able to participate in the "cafeteria plan" adopted by the Town of North Attleboro.
4. Employees shall be included in life insurance programs made available by the Town of North Attleboro to its other employees.
5. Employees shall be included under the provisions of the Workers' Compensation Law.

6. The School District agrees to make payroll deductions for payment of dues to the North Attleboro Federation of Teachers as authorized by employees covered by this contract.
7. The School District agrees to make payroll deductions to the currently accepted credit unions of the Town of North Attleboro upon written authorization of employees covered by this Agreement.

ARTICLE XXI – EARLY RETIREMENT

Employees who wish to retire from the North Attleboro School District at an early age, and who have served for ten (10) continuous school years or more in the North Attleboro School District, except that leave permitted under this contract or under any state or federal law shall not be viewed as contributing to nor interrupting such continuous service, and who provides written notice to the School District of said retirement on or before December 31 of any year, with said retirement to take effect on or before the last day of that school year, shall be eligible for the following payments:

<u>Age at time of retirement</u>	<u>Payment</u>
45-53	\$5,000.00
54-56	\$4,000.00
57-59	\$3,000.00

Effective upon execution of the agreement until June 30, 2015, eliminate the age cap for lowest group.

ARTICLE XXII – LEAVES

With the birth or adoption of a child or upon completion of a statutory leave an employee shall be entitled to an unpaid leave of absence up to six (6) months provided the employee gives written notice at least four (4) weeks in advance. An employee returning from an unpaid leave will be entitled to his/her previous position and he/she will retain the seniority held at the time the leave was effective.

Employees shall be eligible for an unpaid leave of absence of up to ninety (90) days for personal reasons. Such a leave may be extended upon request when approved by the School District. Upon return from such a leave, the employee shall be returned to a substantially equal position at the same salary level and be credited with the same level of accumulated benefits and seniority that he/she had previously earned. Such leave may not be used to pursue other employment.

ARTICLE XXIII – EVALUATION

A. Purpose of Evaluation

The educational success of the North Attleboro Public Schools rests in large measure on the constant examination of the total school program. A major facet of this analysis is the evaluation of its personnel, teaching and non-teaching.

The basic purpose of evaluating the performance of employees is as follows:

1. To assure, as much as possible, the maximum development of each employee in providing assistance to the general climate of each school.
2. To inspire the effectiveness of employees in their relationship with pupils, teachers, administrators, and parents.
3. To stimulate self-improvement.
4. To bring about a uniform basis upon which the performance of the employee may be judged.

B. Procedure

Evaluation is that procedure by which the quality of the performance of an employee is determined with respect to the criteria set forth in the enclosed form. A formal evaluation will be considered periodically and will require a written report

by the immediate supervisor, which will be passed on to a third party (the Assistant Superintendent). The success of the evaluation process depends upon the cooperation of each party to the evaluation process being objective and candid. If both parties see the evaluation as essentially an improvement process, the results will be of great value to the schools of North Attleboro.

The following timetable for evaluation of employees is established:

1. A first-year employee will serve a probationary period not to exceed six (6) months and will be formally evaluated before the end of that period.
2. All other employees will be evaluated every other year, prior to May 15th.

Formal evaluation will necessitate the need for each employee and evaluator to become familiar with the criteria and the form to be used. Each immediate supervisor must provide each employee with the evaluation form and explain the evaluation procedure. Each employee will be notified of a meeting to be held with the supervisor. The purpose will be to discuss the criteria outlined in Appendix B with respect to strength or weakness, and to develop plans for further growth and improvement.

Within five (5) workdays following this meeting, each employee will be provided a copy of the supervisor's written report for his/her signature. The employee's signature does not mean he/she accepts the content of the evaluation.

If the employee feels he/she has received an unfair evaluation report, he/she will have the right to have it reviewed.

The evaluation report instrument is found in Appendix B.

ARTICLE XXIV – AGENCY FEE

- A. The Committee agrees to require, as a condition of employment during the life of this Collective Bargaining Agreement that all employees covered by this Collective Bargaining Agreement, except those who are certified by the Federation to the School Committee to be members of the Federation, pay an Agency Service Fee to the Federation. Said fee shall be due and payable on the thirtieth day following the beginning of such employment or thirty (30) days after the effective date of this Agreement, whichever is later, except that the employee may elect to make such payment by lump sum payment or in equal installments by dues deduction throughout the term of the employee's contract year. The amount of said Agency Service Fee shall be set in conformance with M.G.L. c. 150E, s.12. Said amount shall be certified annually by the Federation to the School Committee, not later than September 30 of each contract year. Upon request by the Federation, the School Committee shall initiate termination, subject to the provisions of M.G.L. c. 150E, of any employee who has not paid the certified Agency Service Fee in accordance with this provision.
- B. Notwithstanding the foregoing, the School Committee shall not require the payment of said Agency Service Fee by any employee who has filed a charge challenging the amount or validity of said Agency Service Fee with the Massachusetts Labor Relations Commission during the pendency of said challenge or of any litigation contesting the determination of said Commission.
- C. North Attleboro Federation of Teachers, for itself and as agent for the Massachusetts Federation of Teachers, hereby indemnifies and holds the School Committee harmless against any damages, losses, costs, attorneys fees, or other expense or harm that the School Committee might otherwise suffer as a result of any and all claims, charges, complaints, suits, or other actions of any kind that may be initiated in response to action taken at the Federation's request, whether or not any formal administrative or judicial proceeding is actually commenced, against the School Committee relative to said Agency Service Fee. The School Committee shall notify the Federation within fourteen (14) calendar days of any such claim, charge, complaint, suit or other action of any kind; any failure to do so shall nullify the Federation's indemnification obligation hereunder.
- D. Notwithstanding anything in this contract to the contrary, any employee who is employed by the North Attleboro School District and who is not a member of the North Attleboro Federation of Teachers on the date of the execution of the 1997-2000 collective bargaining agreement between the North Attleboro School Committee and the North Attleboro Federation of Teachers shall be exempt from the requirements of this article.

ARTICLE XXV – WORKING CONDITIONS

- A. Members of the secretarial bargaining unit shall not be required to perform nursing duties unless they have been voluntarily trained to do so. This clause does not preclude a bargaining unit member assisting a student in an emergency situation until medical staff is available and from applying a band-aid or ice pack to minor injuries.
- B. All extra hours of bargaining unit work shall be posted for consideration by all members of the unit.

ARTICLE XXVI – JUST CAUSE

All new secretaries shall serve a twelve-month probationary period during which he/she may be discharged without recourse to the grievance and arbitration provisions of this Agreement.

No employee shall be demoted, suspended, terminated or otherwise disciplined without just cause.

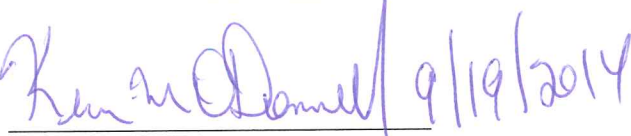
ARTICLE XXVII – DURATION

This Agreement shall take effect on July 1, 2013 and shall continue in full force and effect through June 30, 2016 and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the March first prior to the expiration of the contract year involved, either the School District or the Federation shall have given the other written notice of its desires to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify this Agreement, said notice shall specify the particular addition no later than March 15.



The party requesting modification shall submit to the other party a written statement setting forth the specific nature of the proposed modification. Thereafter, the School District and the Federation will meet to begin negotiations.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed in its name and behalf by its Chairperson, hereto duly authorized and the Federation has caused this Agreement to be signed in its name and behalf by its Chairperson, hereto duly authorized, on the day and year first above written.

**FOR THE NORTH ATTLEBORO
SCHOOL COMMITTEE**


Chairperson

**FOR THE NORTH ATTLEBORO
FEDERATION OF TEACHERS**


President, NAFT
Local 4292, AFTMA, AFL-CIO 9/19/14

Unit Chairperson

Appendix A
North Attleborough Public Schools
Office Professionals Union Pay Scale

FY 2014

<u>Step</u>	Bookkeeper, Payroll Coordinator,		<u>Head Bookkeeper, Head Payroll Coordinator</u>	Technology <u>Assistant</u>
	<u>Administrative Assistant I</u>	<u>Administrative Assistant II</u>		
1	15.24	16.30	17.02	23.14
2	16.44	17.58	18.38	23.73
3	17.47	18.68	19.50	24.43
4	19.06	20.36	21.26	24.91
5	19.56	20.86	21.76	25.24
6	20.03	21.36	22.30	25.63
7	20.51	21.87	22.82	26.00
8	20.99	22.38	23.35	26.32
9	21.48	22.90	23.86	27.45
10+	21.95	23.41	24.39	28.41

FY 2015

<u>Step</u>	Bookkeeper, Payroll Coordinator,		<u>Head Bookkeeper, Head Payroll Coordinator</u>	Technology <u>Assistant</u>
	<u>Administrative Assistant I</u>	<u>Administrative Assistant II</u>		
1	15.54	16.63	17.36	23.60
2	16.77	17.93	18.75	24.20
3	17.82	19.05	19.89	24.92
4	19.44	20.77	21.69	25.41
5	19.95	21.28	22.20	25.74
6	20.43	21.79	22.75	26.14
7	20.92	22.31	23.28	26.52
8	21.41	22.83	23.82	26.85
9	21.91	23.36	24.34	28.00
10+	22.39	23.88	24.88	28.98

FY 2016

<u>Step</u>	Bookkeeper, Payroll Coordinator,		<u>Head Bookkeeper, Head Payroll Coordinator</u>	Technology <u>Assistant</u>
	<u>Administrative Assistant I</u>	<u>Administrative Assistant II</u>		
1	15.85	16.96	17.71	24.07
2	17.11	18.29	19.13	24.68
3	18.18	19.43	20.29	25.42
4	19.83	21.19	22.12	25.92
5	20.35	21.71	22.64	26.25
6	20.84	22.23	23.21	26.66
7	21.34	22.76	23.75	27.05
8	21.84	23.29	24.30	27.39
9	22.35	23.83	24.83	28.56
10+	22.84	24.36	25.38	29.56

NORTH ATTLEBORO OFFICE PROFESSIONALS UNIT
APPENDIX B
EMPLOYEE EVALUATION REPORT

Name: _____

School Year: _____

Position: _____

Step: _____ Report Number: _____

Location of Service: _____

Code: 1. Commendable 2. Effective
 3. Improvement Needed 4. Not observable/not applicable

Reliable Performs routine duties in a professional manner _____

Comments:

Initiative Is resourceful and self-reliant _____

Comments:

Attendance Reports to work regularly and on time _____

Comments:

Public Relations Has a good relationship with outside contacts
and with fellow employees _____

Comments:

Confidentiality Maintains confidentiality as appropriate _____

Comments:

Skills Displays skills and techniques essential to the position _____

Comments:

Application of
Technology Displays proficiency in the application of computer
skills that apply to the position and are used regularly _____

Comments:

Records
and Files Neat and accessible _____

Comments:

Office Equipment
and Machines Understands use and care: operates accurately and
with reasonable speed _____

Comments:

Professional
Development Participates in Professional Development Training/
Opportunities as provided by the District during the
regular work day _____

Comments:

Evaluator's Comments:

Employee's Comments:

(The employee has a right to add a response to this evaluation, which shall be attached to this document within ten (10) workdays.)

Supervisor's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

(The employee's signature indicates that he/she has seen and read this document. It does not mean that he/she accepts the content of the evaluation.)