

WESTBOROUGH PUBLIC SCHOOLS

EMPLOYEE HUMAN RESOURCE MANUAL

June 6, 2013

TABLE OF CONTENTS

FUNERAL LEAVE	4
Custodians, Lunch, Paraeducators	4
Secretaries, Teachers & Tutors	5
PERSONAL LEAVE	5
Custodians	5
Lunch, Paraeducators, Secretaries, Teachers & Tutors	6
Administrators	7
RELIGIOUS HOLY DAYS	7
JOB POSTING	7
Custodians	7
Lunch	8
Paraeducators, Secretaries, Tutors	9
Teachers	10
NON-OCCUPATIONAL LEAVE:	10
Custodians	10
Lunch, Paraeducators	11
Secretaries, Tutors	12
Teacher, Administrators	13
SICK LEAVE BUYBACK	14
Custodians, Lunch, Secretaries	14
Teachers	15
SICK LEAVE BANK	16
Custodians	16
Paraeducators	17
Secretaries	18

Tutors	19
Teachers	20
Administrators	21
Administrators cont.	22
FAMILY MEDICAL LEAVE ACT	22
Custodians, Lunch, Teachers & Tutors, Paraeducators	22
Secretaries	23
MATERNITY LEAVE OF ABSENCES	23
Custodians & Lunch, Paraeducators/Secretaries, Tutors & Teachers	23
CHILDREARING LEAVE OF ABSENCE	24
REDUCTION IN FORCE	24
Paraeducators	24
Secretaries & Teachers	26
Tutors	28
LEAVE WITHOUT PAY	29
Secretaries, Teachers & Tutors	29
CAFETERIA PLAN	30
INSERVICE/PROFESSIONAL DEVELOPMENT/TUTITION REIMBURSEMENT	30
Paraeducators, Secretaries	30
Tutors, Teachers, Administrators	31
TUITION FOR DEPENDENTS	32
Teachers	32
TRAVEL	32
Paraeducators, Secretaries	32
Tutors, Teachers, Administrators	33
EDUCATIONAL LEAVE	33
Teachers	33

FUNERAL LEAVE

Custodians

In the event of each case of death in an employee's immediate family as outlined below, the employee upon written request shall be granted time off with pay for a funeral or memorial service according to the following schedule:

1) Up to five days with pay: spouse, parent, grandparent, or parent-in-law, child or grandchild, sibling, relative living in the same household, anyone who was in the same capacity as a spouse, parent, or child.

2) one day with pay: aunt, uncle, cousin, sibling in law. Two (2) days without loss of pay plus one (1) day in a non-pay status or chargeable at the employee's option to any available personal day leave.

Additional leave may be granted at the discretion of the superintendent. An additional day may be taken in a non-pay status or chargeable to any available personal day leave at the employee's discretion. Subject to available staffing, any reasonable effort will be made to facilitate staff representation at the funeral of a colleague or immediate family member of a colleague.

Lunch

In the event of the death in an employee's family as outlined below, the employee upon written request shall be granted time off with pay for a funeral or memorial service according to the following schedule:

a) up to five days with pay: Spouse, Parent, Grandparent, or Parent-in-law, Child or Grandchild, Sibling, Relative living in the same household, Individual who was in the same capacity as a spouse, parent, or child

d) one day with pay: Aunt or Uncle, Cousin, Sibling-in-law, Niece/Nephew

Additional funeral leave may be granted at the discretion of the superintendent. An additional day may also be taken in a non-pay status or chargeable to any available personal day leave at the employee's discretion. Subject to available staffing, every reasonable effort will be made to facilitate staff representation for the funeral or service of a colleague or immediate family member of a colleague

Paraeducators

In the event of each case of death in the immediate family, the employee will be granted, at his/her request, reasonable necessary time off as funeral leave on any of the days prior to the funeral, on the day of the funeral or on the days after the funeral. Such leave shall be without loss of pay to the extent set forth in the following schedule:

1. Death of spouse, child, parent, brother or sister, relative living in the same house, grandparent, grandchild, parent-in-law, or individual who served in the capacity of parent, spouse or child: Five (5) days without loss of pay.

2. Death of a brother-in-law, sister-in-law, uncle, aunt or cousin: One (1) day without loss of pay plus one (1) day in a non-pay status or chargeable at the employee's option to any available personal day leave.

3. Bargaining unit members may be granted additional bereavement leave at the discretion of the Superintendent.

4. Leave may also be taken for a memorial service if no funeral is held.

FUNERAL LEAVE cont.

Secretaries

In the event of the death in an employee's immediate family as outlined below, the employee upon written request shall be granted time off with pay for a funeral or memorial service according to the following schedule:

a) Up to five days with pay: Spouse, Parent, Grandparent or Parent-in-law, Child or Grandchild, Sibling, Relative living in the same household, Individual who was in the same capacity as a spouse, parent or child

b) One day with pay: Aunt or Uncle, Cousin, Sibling-in-law

Additional leave may be granted at the discretion of the superintendent. An additional day may also be taken in a non-pay status or chargeable to any available personal day leave at the employee's discretion. Subject to available staffing, every reasonable effort will be made to facilitate staff representation for the funeral or service of a colleague or immediate family member of a colleague.

Teachers & Tutors

In the event of each case of death in the immediate family of a teacher, he/she will be granted, at his/her request, reasonable necessary time off, on the days prior to the funeral, on the day of the funeral, or on the days after the funeral. Such leave will be without loss of pay to the extent set forth in the following schedules:

1. Death of a spouse, child, parent, brother or sister, relative living in the same household, grandparent, grandchild, parent-in-law, or individual who serves in the capacity of parent, spouse or child: Five (5) days without loss of pay.

2. Death of a brother-in-law, sister-in-law, aunt, uncle or cousin: One (1) day without loss of pay.

Additional funeral leave may be granted at the discretion of the Superintendent. An employee may elect to take one (1) additional day in a non-pay status or chargeable to available personal day leave at the employee's discretion. Subject to necessary staffing, every reasonable effort will be made to facilitate faculty representation for the funeral of a colleague or the immediate family of a colleague without the loss of personal or sick time.

PERSONAL LEAVE

Custodians

Custodians absent for personal reasons other than illness or death in the immediate family shall be entitled to up to three (3) days per year. These three (3) days shall not accumulate from year to year.

Personal business is defined as essential personal matters that cannot be cared for during non-working hours. Notification for personal day leave must be submitted to the Director of Facilities Office three (3) full school days in advance, unless the emergency nature of such leave precludes this action.

Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

PERSONAL LEAVE cont.

Lunch

Employees absent for personal reasons other than illness or death in the immediate family shall be entitled to up to three (3) days per year. Notification for personal day leave must be submitted to the Director of Food Services three (3) full school days in advance, unless the emergency nature of such leave precludes this action.

Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

Paraeducators

1. Paraeducators who are absent for personal business will be entitled to a maximum of three (3) days' leave per year. These three (3) days per year will not be accumulated from year to year.

2. Personal business is defined as essential personal matters that cannot be cared for during non-working hours.

3. Notification for personal day leave must be submitted to the building principal three (3) full days in advance of the date requested, unless the emergency nature of such leave precludes this action (Friday for a Monday leave, etc).

4. Personal day leave may not be taken on days immediately preceding or following regular school vacations to extend the vacation or before or after the summer vacation break.

5. Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

Secretaries

Employees absent for personal reasons other than illness or death in the immediate family shall be entitled to up to three (3) days per year. These three (3) days shall not be cumulative from year to year. Unused personal leave at the end of the year shall be transferred to the sick days, not to exceed existing limits on accumulation. Personal business is defined as essential personal matters that cannot be cared for during non-working hours. Applications for personal days leave must be submitted in advance unless the emergency nature of such leave precludes this action.

Teachers & Tutors

1. Teachers who are absent for personal business will be entitled to a maximum of three (3) days' leave per year. These three (3) days per year will not be accumulated from year to year.

2. Personal business is defined as essential personal matters that cannot be cared for during non-working hours.

3. Notification for personal day leave must be submitted to the building principal three full school days in advance of the date requested, unless the emergency nature of such leave precludes this action (Monday for a Friday leave, etc.).

4. Personal day leave may not be taken on days immediately preceding or following regular school vacations to extend the vacation or before or after the summer vacation break.

5. Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

PERSONAL LEAVE cont.

Administrators

- a. Administrators who are absent for personal business shall be entitled up to a maximum of three (3) days leave per year. These three (3) days per year shall not be accumulated from year to year.
- b. Personal business is defined as essential personal matters that cannot be cared for during non-working hours. Personal day leave must be requested in advance unless the emergency nature of such leave precludes this action.

RELIGIOUS HOLY DAYS

Custodians, Lunch & Secretaries

Leave for the observance of religious holy days up to a maximum of two (2) days per year will be granted for major religious holy days which require an employee's absence from work for a full day. Such leave will not be deducted from personal day leave or sick leave.

Paraeducators, Teachers & Tutors

Leave for the observance of Religious Holy Days, up to a maximum of two (2) days per school year, will be allowed upon application, said leave not to be deducted from personal days leave or sick leave pay.

JOB POSTING

Custodians

- a. A vacancy is an opening caused by promotion, demotion, retirement, resignation, transfer or reassignment, termination, death or the availability of new positions which the School Committee intends to fill.
- b. When a position covered by this agreement becomes vacant, such vacancy shall be posted on the union bulletin board in each building, listing the shift, hours, pay, duties and qualifications. Such notice shall remain posted for at least seven (7) days, and a copy shall be provided to the union steward. Employees interested may apply, in writing, within such seven day posting period. The employer may fill such vacancy from outside the unit. However, if a member of the unit is not selected for such a transfer, the reasons for non-selection will be provided in writing to the employee prior to the awarding of the position to the successful applicant. Reasons for not selecting bargaining unit members will not be arbitrary or capricious. The employer will interview all bargaining unit applicants prior to considering applicants from outside of the bargaining unit. If the employer fills such vacancy from among the employees in the bargaining unit, then seniority shall prevail as between applicants whose ability to perform the posted job is equal. Such vacancy shall be filled within fifteen (15) days following the posting period.

JOB POSTING cont.

- c. The successful applicant will be given a thirty (30) working day trial and training period in the new position at the applicable rate of pay; non-school days during the summer months will not count toward this thirty day period. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.
- d. If an employee has bid and is to be passed on the seniority roster through the filling of the vacancy by an employee lower down on such seniority roster, the employee passed shall be notified of that fact and the reasons therefore in writing with a copy sent to the union.
- e. Within two (2) working days after a position has been filled, the union shall be advised in writing, of the name of the employee designated to fill the vacancy.
- f. Any subsequent vacancy created under the terms of the contract to fill a posted vacancy will be posted under the terms of this Article.

Lunch

- a. A vacancy is an opening caused by promotion, demotion, retirement, resignation, transfer or reassignment, termination, death or the availability of new positions which the School Committee intends to fill.
- b. When a position covered by this agreement becomes vacant, such vacancy shall be posted on the union bulletin board in each building, listing the shift, hours, pay, duties and qualifications. Such notice shall remain posted for at least seven (7) days. Employees interested may apply, in writing, within such seven-day posting period. The employer may fill such vacancy from outside the unit. The employer will interview all bargaining unit applicants prior to considering applicants from outside of the bargaining unit. If the employer fills such vacancy from among the employees in the bargaining unit, then seniority shall prevail as between applicants whose ability to perform the posted job is equal. Such vacancy shall be filled within five (5) days following the posting period.
- c. The successful applicant will be given a thirty (30) working day trial and training period in the new position at the applicable rate of pay; non-school days during the summer months will not count toward this thirty day period. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.
- d. If an employee has bid and is to be passed on the seniority roster through the filling of the vacancy by an employee lower down on such seniority roster, the employee passed shall be notified of that fact and the reasons therefore in writing with a copy sent to the union.
- e. Within two (2) working days after a position has been filled, the union shall be advised in writing of the name of the employee designated to fill the vacancy.
- f. A subsequent vacancy created by the transfer of a employee to fill a posted vacancy need not be posted under the terms of this Article. Any employee interested in any transfer should make that preference known at the time of a posting.
- g. An employee transferring to a higher position shall be placed at a step that provides at least a 5% pay increase.

JOB POSTING cont.

Paraeducators

SUMMER SCHOOL POSITIONS

All openings for summer school positions will be posted in each school. Bargaining unit members will be given first consideration for summer school positions if they have previous experience, positive evaluations and the necessary qualifications for the position.

Secretaries

When a position covered by this agreement becomes vacant, such vacancy shall be posted on the Association bulletin board in each building, listing the shift, hours, pay, areas, duties and qualifications. Such notice shall remain posted for at least seven (7) days. Employees interested may apply to the superintendent, or his/her designee, in writing, within such seven (7) days' posting period. If the employer fills such vacancy from among the employees in the bargaining unit, then seniority shall prevail between applicants whose ability to perform the posted job is equal. Such vacancy shall be filled within fifteen (15) days. The successful applicant shall be given six (6) months' trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate. If an employee has bid and is to be passed on the seniority roster through the filling of the vacancy by an employee lower down on such seniority roster, the employee passed shall be notified of that fact and the reasons therefore in writing with a copy sent to the Association. Within five (5) working days after a position has been filled, the Association shall be advised of the name of the employee designated to fill the vacancy.

Tutors

Bargaining unit members shall be given the opportunity to apply for promotional opportunities within the bargaining unit and Unit A. All said vacancies which the Committee intends to fill shall be posted for a period of five (5) school days and at all times such notice shall be sent to the Association President and the President of the Tutor Association. The Administration shall evaluate applications from all qualified bargaining unit members. Any tutor certified in the area of a vacancy who applies in writing shall be given consideration and interviewed by the appropriate supervisor or administrator designated by the Superintendent of Schools. Consistent with state and federal laws and in accordance with the policies of the Massachusetts Commission Against Discrimination, the parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation (as defined by law), age (as defined by law), race, color, religion, handicap, national origin, genetic information or other legally protected class.

JOB POSTING cont.

Teachers

The Superintendent shall post on the district's website and electronically notify staff and shall send to the Association President by email at least two days in advance of such posting notices of all vacancies which the School District intends to fill.

2. Such notices will include a job description, salary range, and the closing date of applications.

3. Except in emergency cases, no vacancy will be filled until such vacancy shall have been posted for seven (7) school days. Vacancies during the summer vacation period will be posted for seven (7) business days, after notice has been electronically sent to the Association president.

4. Any teacher certified in the area of a vacancy who applies in writing shall be given consideration and interviewed by the appropriate supervisor or administrator designated by the Superintendent of Schools.

5. When the Committee creates a new bargaining unit position, it will fulfill its bargaining obligation in accordance with M.G.L. Chapter 150E.

NON-OCCUPATIONAL SICK LEAVE:

Custodians

The granting of non-occupational sick leave shall be subject to the following provisions:

a. A request for non-occupational sick leave shall be investigated. A doctor's report may be required and approval is discretionary for employees who are absent three consecutive days or who have a proven pattern of abuse.

b. A regular full-time employee may be granted sick leave with pay according to the following schedule:

Employed Allowance

Less than one (1) year 1 day accumulated per month BUT not eligible for Sick leave until appointed to permanent status.

More than one (1) year 1 ½ days per month (18) per year

Employees hired after July 1, 2011, 1 day accumulated per month (12 per year) BUT not eligible for sick leave until appointed to permanent status.

c. Sick leave allowance is cumulative, no maximum. All days taken shall be deducted. Days accumulated according to above.

d. Compensation for a sick day will be at the regular rate of pay for the scheduled number of hours.

e. Regular part-time employees who work at least twenty (20) hours per week may be granted sick leave with pay on a prorated basis.

f. Any accumulation which present employees have as of the effective day of this agreement shall be retained.

NON-OCCUPATIONAL SICK LEAVE cont.

- g. Family Sickness: An employee may use his/her sick leave in event of sickness of spouse living in his/her home, or to minor children solely dependent upon the employee for care.
- h. Regular attendance is a critical basis for evaluating acceptable job performance.
- i. For each of the following four (4) month periods, in which an employee shall not have taken any sick time, an employee shall be credited with an additional vacation day.
July, August, September, & October
November, December, January, & February
March, April, May, & June
Days will be credited at the start of each fiscal year.

Lunch

The granting of non-occupational sick leave shall be subject to the following provisions:

- a. A request for non-occupational sick leave shall be investigated. A doctor's report may be required and approval is discretionary.
- b. Sick leave shall not be granted if the disability is due to over-indulgence in alcohol or narcotics.
- c. A regular full-time employee may be granted sick leave with pay according to the following schedule:
Employed Allowance
Less than one (1) year 1 day accumulated per month BUT not eligible for sick leave until appointed to permanent status.
More than one (1) year 1 1/2 days per month (15 days per year)
- d. Sick leave allowance is cumulative up to 200 days. All days taken shall be deducted. Days accumulated according to above.
- e. Compensation for a sick day will be at the regular rate of pay for the scheduled number of hours.
- f. Regular part-time employees may be granted sick leave with pay on a prorated basis.
- g. Any accumulation which present employees have as of the effective day of this agreement shall be retained.
- h. Family Sickness: An employee may use his/her sick leave in event of sickness of spouse living in his/her home, or to minor children solely dependent upon the employee for care.
- i. Regular attendance is a critical basis for evaluating acceptable job performance.
- j. Employees who work 60 days without missing a day shall be eligible for an additional paid day. The employer agrees to form a working committee to study if this paid day can be changed to an additional personal day with no undue hardship to the employer.

Paraeducators

All paraeducators who are regularly employed as of 7/1/10 for 6 hours or more per day shall be granted 1.5 days of sick leave with full pay per month cumulative to 150 days. All paraeducators who are regularly employed as of 7/1/10 for less than 6 hours per day shall be granted 1.0 days of sick leave with full pay per month cumulative to 90 days. All

NON-OCCUPATIONAL SICK LEAVE cont.

paraeducators hired after 7/1/10 who are regularly employed for 6 hours or more per day shall be granted 1.0 days of sick leave with full pay per month cumulative to 150 days. All paraeducators who are regularly employed after 7/1/10 for less than 6 hours per day shall be granted 0.5 days of sick leave with full pay per month cumulative to 90 days. Said leave may be used for personal illness. Sick leave may be used for medical appointments and/or for dental appointments. No more than 10 sick leave days per year may be used for serious illness or injury of the employee's spouse or children or other relatives at the discretion of the Superintendent of Schools. Where a question regarding sick leave usage exists, medical certification of illness may be required.

Secretaries

The granting of non-occupational sick leave shall be subject to the following provisions:

A. A doctor's certificate may be required and approval is discretionary.

B. A regular full time employee shall be granted sick leave with pay according to the following schedule:

Employed Allowance

Less than one (1) year 1.5 days accumulated per month BUT not eligible for sick leave until appointed to permanent status.

More than one (1) year 1.5 days per month (18 days per year)

Unused personal days at the end of each contract year will be rolled over as sick days to the bargaining unit member's sick leave accumulation.

C. Sick leave allowance is cumulative up to 200 days. All days taken shall be deducted. Days accumulated according to above.

D. Compensation for a sick day will be at the regular rate of pay for the scheduled number of hours.

E. Regular part-time employees who work at least twenty (20) hours per week may be granted sick leave with pay on a prorated basis.

F. Any accumulation which present employees have as of the effective day of this agreement shall be retained.

G. Family Sickness: Any employee may use his/her sick leave in event of sickness of a spouse living in his/her home, or to minor children solely dependent upon the employee for care; or for the mother or father of the employee, up to ten (10) days in any year. Use of additional sick leave for the care of family members may be granted at the discretion of the superintendent.

Tutors

All tutors who are regularly employed as of 7/1/10 for 7 hours or more per day shall be granted 1.5 days of sick leave with full pay per month cumulative to 150 days. All tutors who are regularly employed as of 7/1/10 for less than 7 hours per day shall be granted 1.0 days of sick leave with full pay per month cumulative to 90 days. All tutors hired after 7/1/10 who are regularly employed for 7 hours or more per day shall be granted 1.0 days of sick leave with full pay per month cumulative to 150 days. All tutors who are regularly employed after 7/1/10 for less than 7 hours per day shall be granted 0.5 days of sick leave with full pay per month

NON-OCCUPATIONAL SICK LEAVE cont

cumulative to 90 days. Said leave may be used for personal illness. Sick leave may be used for medical appointments and/or for dental appointments. No more than 10 sick leave days per year may be used for serious illness or injury of the employee's spouse or children or other relatives at the discretion of the Superintendent of Schools. Where a question regarding sick leave usage exists, medical certification of illness may be required

Teachers

1. All regularly employed teachers shall be granted sick leave with full pay cumulative to the number of teacher work days, for reasons of personal illness or for illness in their immediate family (immediate family means spouse, dependent children), or at the discretion of the Superintendent of Schools. Teachers not on professional status earn sick leave at a rate of ten (10) days for the first year of service in Westborough, eleven (11) days for the second year and twelve (12) days for the third year; professional status teachers earn sick leave at a rate of fifteen (15) days a year. Medical and dental appointments may be considered as sick leave at the teacher's option.
2. Teachers will have the sick leave to be earned in an academic year posted to their account as of the first day of the academic year. Beginning teachers must complete twenty (20) school days of service before being eligible to use posted sick leave. Teachers will earn sick leave at the rate of one day per month for the first year; 1.1 days per month for the second year; 1.2 days per month for the third year; 1.5 days per month for the fourth and successive years.
3. In the event that a teacher terminates his/her service during the academic year, the sick leave will be recomputed according to the days of sick leave used in excess of the days earned. The excess sick leave days used will be deducted at the rate of 1/184 per day from the final pay.
4. In the event that a teacher is granted a leave of absence during the year, the teacher's sick leave will be recomputed and correctly posted to indicate only sick leave actually earned as of the date of the leave. If leave is overdrawn, the teacher will have 1/184 per day deducted from the final paycheck.

Administrators

- a. Administrators will earn sick leave at a rate of one and one half days per month.
- b. Administrators shall be granted sick leave with full pay cumulative to the length of the full-time administrator's work year for reasons of personal illness.⁴
- c. Administrators shall be granted up to a maximum of twenty days of their accumulated sick leave to be used yearly for illness of a member of their immediate family (immediate family means only husband or wife, mother or father, or own children, or others, at the discretion of the superintendent of schools.).

SICK LEAVE BUYBACK

Custodians

1) If a custodian who works 12 months per year voluntarily retires after 20 years of service, they will receive pay of \$15 at the time of retirement for each unused sick day the employee has accumulated starting with days in excess of:

100 in fiscal year 2012

82 in fiscal year 2013

64 in fiscal year 2014 and

46 in fiscal year 2015 and later

2) Any request for such voluntary retirement must be submitted to the Superintendent. Notification must be received by September 1st to be included in the next fiscal year's budget.

3) The payroll office will pay a bonus in accordance with the provisions of subparagraph 1 above after the last date of employment. However, the maximum amount payable to any one employee will not exceed \$2,000.

Lunch

1) If a school lunch employee voluntarily retires after 20 years of service, they will receive pay of \$15 at the time of retirement for each unused sick day the employee has accumulated starting with days in excess of:

100 in fiscal year 2012

82 in fiscal year 2013

64 in fiscal year 2014 and

46 in fiscal year 2015 and later

2) Any request for such voluntary retirement must be submitted to the Superintendent. Notification must be received by September 1st to be included in the next fiscal year's budget.

3) The payroll office will pay a bonus in accordance with the provisions of subparagraph 1 above after the last date of employment. However, the maximum amount payable to any one employee will not exceed \$2,000.

Secretaries

1) If a secretary who works 12 months per year voluntarily retires after 20 years of service in Westborough Public Schools, they will receive pay of \$15 at the time of retirement for each unused sick day the employee has accumulated starting with days in excess of:

100 in fiscal year 2012

82 in fiscal year 2013

64 in fiscal year 2014 and

46 in fiscal year 2015 and later

2) Any request for such voluntary retirement must be submitted to the Superintendent. Notification must be received by September 1st to be included in the next fiscal year's budget.

3) The payroll office will pay a bonus in accordance with the provisions of subparagraph 1 above after the last date of employment. However, the maximum amount payable to any one employee will not exceed \$2,000.

SICK LEAVE BUYBACK cont.

Teachers

A unit member who voluntarily retires under the superannuation provisions of the Massachusetts General Laws after 20 years of service as an employee in the Westborough Public Schools may request that the Westborough Public Schools pay him/her at the rate of 25% of the daily rate for a substitute teacher in the Westborough Public Schools for each of his/her unused accumulated sick leave days up to a maximum of \$3,000. Such payment shall be referred to as the "Voluntary Retirement Payment" and shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the employee.

b. To be eligible for such Voluntary Retirement Payment, such an employee must file a written request with the Superintendent of the Westborough Public Schools on or before December 1st of the fiscal year in which the employee intends to retire and must accompany such

request with an irrevocable letter of resignation signed by the employee with the date of resignation the same as the date of anticipated retirement. If unforeseen circumstances exist which create a hardship for a teacher who has given such notice under this subsection, the Superintendent may, at his or her sole discretion and on a nonprecedent setting basis, waive the irrevocability of the resignation. The Superintendent's decision is final and not subject to the grievance and arbitration provisions of the collective bargaining agreement.

c. On the date of resignation and anticipated retirement of such employee, the Director of Finance and Administration for the Westborough Public Schools or his/her designee shall certify the number of unused sick leave days the employee has accumulated and the then current daily rate for substitute teachers in the Westborough Public Schools.

d. No Voluntary Retirement Payment shall be made or be due to any employee who does not retire on a voluntary superannuation retirement at the time of his/her separation from employment with the Westborough Public Schools. Such employee shall provide the Director of Finance and Administration with documentation substantiating such superannuation retirement. Employees who are terminated for just cause or who are otherwise involuntarily separated from the Westborough Public Schools shall not be eligible for the Voluntary Retirement Payment.

e. The Voluntary Retirement Payment shall be in the form of a bonus and paid by a separate check at the next regular payroll of the Westborough Public Schools after the date of the employee's separation from employment provided that the employee has provided the documentation required in subparagraph d. of this section 6 substantiating his/her superannuation retirement.

f. Any Voluntary Retirement Payment made pursuant to this section 6 shall be in the form of a bonus and shall not be considered to be part of an employee's base salary for any purpose, including retirement pay.

SICK LEAVE BANK

Custodians

a. The School Committee agrees to establish a sick leave bank for the use of personnel who have exhausted their accumulated and annual sick leave days and any other leave days including half of accumulated vacation and all personal days (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through continued illness. Only members of the bargaining unit covered by this agreement shall be eligible to receive the benefits of this bank.

b. Benefits from the sick leave bank shall be available to permanent full-time and permanent part-time members after one year's continuous service with the Westborough Public Schools. Part-time employees shall receive benefits proportional to the number of hours worked.

c. The total accumulated sick leave in the sick leave bank shall not exceed 400 hours.

(1) As of July 1, 1986, each member of the bargaining unit shall contribute one day to the bank.

(2) On each anniversary of the effective date of this contract, each member of the bargaining unit shall contribute one day to the bank unless the maximum accumulation would be exceeded by so doing.

(3) In addition, employees who have accumulated sick leave shall be assessed one day each in the event that the number of hours in the bank falls below 50 hours.

(4) No member of this bargaining unit shall contribute more than five days per fiscal year to the bank. d. Employees may receive benefits of the sick leave bank subject to the following rules:

(1) Applications for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness.

(2) Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.

(3) Sick days drawn from the bank shall be actual work days excluding weekends and holidays.

(4) No employee shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time they may apply for the use of the sick leave bank, and if approved, the sick leave will be retroactive to the first day of this absence.

(5) Sick leave benefits may be drawn on only to the extent of the hours available in the sick leave bank.

(6) Sick leave benefits shall cease after 20 days of benefits.

e. A five (5) member committee composed of two (2) members of the union and three (3) committee members or their designee shall administer the sick leave bank.

f. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the contract.

g. Employees may utilize the sick leave bank only for their own illness. In particular, the sick leave bank may not be utilized for family illness.

h. Employees shall continue to earn annual sick leave to which they are entitled while on sick leave through the sick leave bank.

SICK LEAVE BANK cont.

Paraeducators

1. The School Committee agrees to establish a sick leave bank for the use of paraeducators who have exhausted their accumulated and annual sick leave days and require additional leave because of serious extended illness.
2. Only paraeducators who have completed three (3) full years of service and have worked a minimum of 10 hours per week shall be eligible to receive the benefits of this bank.
3. At the beginning of the school year, each paraeducator shall contribute the number of hours in his/her work day to the bank.
4. The total accumulated sick leave in the sick leave bank shall not exceed the equivalent of 200 6-hour days at any one time.
5. Employees who have accumulated sick leave shall be assessed one day's worth of hours each, above and beyond any hours given under Section C 3 in the event that the number of hours in the sick leave bank falls below 20 6-hour days during the school year.
6. These days set aside in the above bank will be used to provide employees in the bank extended sick leave at full pay upon exhaustion of their own individual sick leave in accordance with the terms provided herein.
7. Employees may receive benefits of the sick leave bank subject to the following rules:
 - a. The need to draw from the sick leave bank is based upon a serious and extended illness or injury.
 - b. Application for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for the use of the sick leave bank.
 - c. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted, the employee has been absent without sick leave for 30 work hours, and adequate medical certification has been provided. If approved, the sick leave bank benefits will be retroactive to the first day of this absence after the employee's own sick leave is exhausted.
 - d. Hours drawn from the bank shall be actual work hours excluding weekends and holidays.
 - e. Personal leave days unused at the end of the school year (Article IV D) will be deposited in the sick leave bank, subject to Section 4.
 - f. Maximum sick leave bank usage shall not exceed 75 days.
 - g. The employee requires additional leave to make recovery and return to work unless retirement or death occurs.
8. A five (5) member committee composed of two (2) representatives of the Association and three (3) school committee members or their designee shall administer the sick leave bank. The sick leave bank committee's decision is final and binding and not subject to the arbitration provision of this agreement. A member whose request has been denied by the sick leave bank committee may resubmit the request with additional information within 10 days of the initial decision.
9. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per the sick leave provisions for paraeducators.
10. Employees may not utilize the sick leave bank for illness in their immediate family.

SICK LEAVE BANK cont.

Secretaries

- 1) The committee agrees to establish a sick leave bank for the use of personnel who have exhausted their accumulated and annual sick leave days (and require additional leave to make recovery from serious extended illness and return to work unless retirement or death occurs) and would otherwise lose pay through continued illness.
- 2) Only members of the bargaining unit covered by this collective bargaining agreement shall be eligible to receive the benefits of this bank.
- 3) At the beginning of the fiscal year, each member of the bargaining unit shall contribute one day to the bank.
- 4)
 - a) The total accumulated sick leave in the sick leave bank shall not exceed one hundred (100) days at any one time.
 - b) Employees who have accumulated sick leave shall be assessed one (1) day each, above and beyond any days given under Section H.3. in the event that the number of days in the sick leave bank falls below fourteen (14) during the fiscal year.
- 5) These days set aside in the above bank will be used to provide employees in the bank extended sick leave at full pay upon exhaustion of their own individual sick leave, both annual and additional sick leave days with full pay as may be necessary to make recovery from serious extended illness and return to work unless retirement or death occur.
- 6) Employees may receive benefits of the sick leave bank subject to the following rules:
 - a) Application for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness.
 - b) Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.
 - c) Sick days drawn from the bank shall be actual work days excluding weekends and holidays.
 - d) No employee shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time they may apply for the use of the sick leave bank, and if approved, the sick leave will be retroactive to the first day of this absence.
 - e) In the event of disability, the sick leave bank benefits shall cease after one hundred (100) consecutive work days.
 - f) The need to draw from the sick bank is based on a serious and extended illness or injury.
 - g) Employees receiving Workman's Compensation payments are not eligible for the sick leave bank.
 - h) Employees who have completed fewer than three (3) consecutive years of service are eligible to receive a maximum benefit of thirty (30) days from the bank.
- 7) A five (5) member committee composed of two (2) members of the Association and three (3) committee members or their designee shall administer the sick leave bank.
- 8) Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the contract.
- 9) Employees may not utilize the sick leave bank for illness in their immediate family.
- 10) Employees shall continue to earn annual sick leave to which they are entitled while on sick leave through the sick leave bank.

SICK LEAVE BANK cont.

Tutors

1. The School Committee agrees to establish a sick leave bank for the use of tutors who have exhausted their accumulated and annual sick leave days and require additional leave because of serious extended illness. The School Committee will help start the sick bank by putting 100 days into the sick bank on July 1st 2011.
2. Only tutors who have completed three (3) full years of service and have worked a minimum of 10 hours per week shall be eligible to receive the benefits of this bank.
3. At the beginning of the school year, each tutor shall contribute the number of hours in his/her work day to the bank.
4. The total accumulated sick leave in the sick leave bank shall not exceed the equivalent of 200 7 hour days at any one time.
5. Employees who have accumulated sick leave shall be assessed one day's worth of hours each, above and beyond any hours given under Section C 3 in the event that the number of hours in the sick leave bank falls below 20 7-hour days during the school year.
6. These days set aside in the above bank will be used to provide employees in the bank extended sick leave at full pay upon exhaustion of their own individual sick leave in accordance with the terms provided herein.
7. Employees may receive benefits of the sick leave bank subject to the following rules:
 - a. The need to draw from the sick leave bank is based upon a serious and extended illness or injury.
 - b. Application for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for the use of the sick leave bank.
 - c. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted, the employee has been absent without sick leave for 30 work hours, and adequate medical certification has been provided. If approved, the sick leave bank benefits will be retroactive to the first day of this absence after the employee's own sick leave is exhausted.
 - d. Hours drawn from the bank shall be actual work hours excluding weekends and holidays.
 - e. Maximum sick leave bank usage shall not exceed 75 days.
 - f. The employee requires additional leave to make recovery and return to work unless retirement or death occurs.
8. A five (5) member committee composed of two (2) representatives of the Association and three (3) school committee members or their designee shall administer the sick leave bank. The sick leave bank committee's decision is final and binding and not subject to the arbitration provision of this agreement. A member whose request has been denied by the sick leave bank committee may resubmit the request with additional information within 10 days of the initial decision.
9. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per the sick leave provisions for tutors.
10. Employees may not utilize the sick leave bank for illness in their immediate family.

SICK LEAVE BANK cont.

Teachers

- a. The Committee agrees to establish a sick leave bank for the use of bargaining unit members who have exhausted their accumulated and annual sick leave days because of extended and serious illness (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through such continued illness.
- b. Teachers not on professional status who are covered by this collective bargaining Agreement will be eligible to receive a maximum benefit of thirty (30) days from the bank.
- c. At the beginning of the school year, each member of the bargaining unit will contribute one day to the bank. The contribution will be pro-rated for part-time bargaining unit members.
- d.
 - (1) The total accumulated sick leave in the leave bank shall not exceed 500 days at any one time.
 - (2) Teachers who have accumulated sick leave shall be assessed one (1) day each above and beyond any days given under Section c. in the event that the number of days in the sick leave bank falls below 50 during the school year.
- e. These days set aside in the above bank will be used to provide those employees who have exhausted their sick leave because of the extended and serious illness with extended sick leave at full pay. Employees may draw from the bank as many additional sick leave days with full pay as may be necessary to make recovery from extended illness and return to work unless retirement or death occur.
- f. Employees may receive benefits of the sick leave bank subject to the following rules:
 - (1) Application for benefits shall be in writing to the Superintendent of Schools accompanied by a doctor's certificate as to the need for extended recovery time from the illness.
 - (2) Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.
 - (3) Sick days drawn from the bank shall be actual work days in which school was in session excluding weekend, holiday, school closings and vacation periods.
 - (4) Access to the bank may be barred because of the history of prior usage of annual and accumulated sick leave.
 - (5) No teacher shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time the teacher may apply for use of the sick leave bank and, if approved, the sick leave will be retroactive to the first day of this absence.
 - (6) In the event of disability, the sick leave bank benefits shall cease after 180 consecutive school days have been exhausted.
- g. A four (4) member committee composed of two (2) members of the Association and two (2) members of the School Committee, or their designees, will administer the sick leave bank. In the event of a tie vote, the Sick Leave Bank Committee will agree upon a fifth person to break the tie. If the parties cannot agree, the Association and the Committee will draw lots to determine which party will select the tie breaker.
 - (1) The Sick Leave Bank Committee will have the power to validate the applicant's request, determine the sufficiency of the medical verification and the need for a specific number of days.

SICK LEAVE BANK cont.

- (a) The Sick Leave Bank Committee may require a second opinion from a qualified physician if the initial documentation is deemed inadequate.
 - (b) In the event that the two opinions conflict with one another, then the Sick Leave Bank Committee will select a third whose opinion will be final.
 - (c) The cost of the second and third opinions, if any, will be shared equally by the Association and the School Committee.
- (2) Should the Sick Leave Bank Committee reject an application for benefits under subsection (1) without seeking a second opinion, the applicant may, at his/her own expense, appeal the decision by seeking a second opinion from a qualified physician from a list of physicians provided by the Sick Leave Bank Committee, subject to health plan constraints. This opinion will be binding on both the Sick Leave Bank Committee and the applicant.
- (3) The Sick Leave Bank Committee will have the power to deny access to the bank because of prior use of accumulated sick leave. If a member's application is denied in whole or in part because of prior sick leave usage, he/she will have a right to appeal said denial directly to the Sick Leave Bank Committee. The individual will have the right to be accompanied by an Association representative of his/her choosing, and to meet with the Sick Leave Bank Committee to present his/her position, express his/her concerns, and /or present additional data.
- (4) A grievance under this section may be processed and arbitrated only on the question of whether the Sick Leave Bank Committee followed the procedures.
- h. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee will be entitled to and will accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the Contract.
 - i. Teachers may not utilize the sick leave bank for illness in their immediate family.
 - k. Teachers will continue to earn annual sick leave to which they are entitled while on sick leave through the sick leave bank.

Administrators

- a. The committee agrees to establish a sick leave bank for the use of bargaining unit members and other full time non union employees of the Westborough School Committee who have exhausted their accumulated and annual sick leave days because of extended and serious illness (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through such continued illness. Membership is optional for non-unit employees. Members who have not contributed to the bank in the past must contribute five (5) days in the first year of their employment and a minimum of one (1) day annually beginning in the second year.
- b. Members of the sick leave bank who have not completed three consecutive and complete years in the system shall be eligible to receive a maximum benefit of ninety (90) days from the bank.
- c. The days set aside in the above bank will be used to provide those employees who have exhausted their sick leave because of an extended and serious illness, with extended sick leave at full pay. Employees may draw from the bank as many additional sick leave days with full pay as may be necessary to make recovery from extended illness and return to work unless retirement or death occurs.
- d. Employees may receive benefits of the sick leave bank subject to the following rules:

SICK LEAVE BANK cont.

- 1) Application for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness.
 - 2) Application of benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.
 - 3) Sick days drawn from the bank shall be actual work days.
 - 4) No administrator shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time he/she may apply for use of the sick leave bank and if approved, the sick leave will be retroactive to the first day of this absence.
 - 5) In the event of disability, the sick leave bank benefits shall cease after one work year has been exhausted.
- e. A five member committee composed of three (3) contributors to the sick bank, at least two (2) of whom are members of the bargaining unit, and two (2) school committee members or their designee shall administer the sick leave bank.
- f. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the contract.
- g. Administrators may not utilize the sick leave bank for illness in their immediate family.
- h. Administrators shall continue to earn annual sick leave to which they are entitled while on sick leave through the sick leave bank.
- i. In the event that the number of accumulated days in the sick leave bank falls below twenty (20) days, each member will be assessed a total of ten (10) days to raise the total number of days in the bank. Administrators in their first year in a professional capacity shall not contribute any days; in their second and third year they shall contribute five (5) days.

FAMILY & MEDICAL LEAVE ACT

Custodians, Lunch, Teachers & Tutors

An employee who has been employed for one complete year shall be entitled to a leave of absence without pay for up to 12 consecutive weeks for adoption, foster care placement of a child, or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Family and Medical Leave Act.

Paraeducators

A. Discretionary leave of absence without pay of up to one (1) year may be granted by the School Committee. Such discretion shall be equitably exercised and shall not unreasonably be denied.

B. A paraeducator who has been employed for one complete year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for adoption, foster care placement of a child or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with Family and Medical Leave Act.

FAMILY & MEDICAL LEAVE ACT cont.

Secretaries

1. Discretionary leave of absence without pay of up to one (1) year may be granted by the School Committee.
2. A secretary who has been employed for one complete year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for adoption, foster care placement of a child or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with Family and Medical Leave Act.

MATERNITY LEAVE OF ABSENCE

Custodians & Lunch

Pursuant to MGL Chapter 149, Section 105D, each employee is entitled to up to eight (8) weeks of maternity leave for the purpose of giving birth or adopting a child under three (3) years of age if the employee has completed the initial probationary period and gives at least two (2) weeks' notice of the expected dates of absence and return. Actual disability shall be treated as paid sick leave. An employee who has completed one year of employment shall be eligible for an additional four (4) weeks of unpaid leave consistent with the Family and Medical Leave Act.

Paraeducators/Secretaries

- A. Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, every paraeducator/secretary is entitled to up to eight (8) weeks leave for the purpose of giving birth or for adopting a child under three years of age if the employee has completed one full school year of service and if the employee gives at least two (2) weeks' notice of his/her expected departure and return dates.
- B. Upon satisfactory medical evidence of fitness to return to work, a paraeducator shall return to work.
- C. Actual disability shall be treated as paid sick leave and an employee will be permitted to use her accumulated sick leave for the period of actual disability.

Teachers & Tutors

1. Pursuant to the Massachusetts General Laws Chapter 149, Section 105D, every female employee who has completed the initial probationary period of three (3) consecutive months is entitled to up to eight (8) weeks' leave for the purpose of giving birth, or for adopting a child, provided she gives at least two (2) weeks' notice of her expected departure and return dates. Such tutor/teacher is encouraged to provide the administration with as much prior notice as possible of her expected departure and return dates. Tutors/Teachers who have completed one year of service may request a twelve (12) week Maternity Leave consistent with the Family and Medical Leave Act.
2. An employee intending to take a maternity leave of absence and who wishes to be eligible for a child rearing leave will notify the Superintendent of her approximate date of leave commencement and whether or not she anticipates taking a child rearing leave at least four (4) weeks prior to the anticipated commencement of the leave. Tutors/Teachers are urged to

give earlier notification, thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction.

3. The pregnant tutor/teacher may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Committee may require medical evidence of the tutor/teacher's ability to continue to work in the same manner that it may require medical evidence when questioning the health of a tutor in a non-maternity related situation.

4. During the disability periods due to pregnancy or childbirth, a tutor/teacher, upon a timely request for sick leave, is eligible to use sick leave to the extent of actual disability with documentation of a disability.

5. The tutor/Teacher, upon completion of maternity leave, will be restored to the position she held when her leave commenced or to a substantially equivalent position, or will be granted a child rearing leave of absence in accordance with section G.

CHILDREARING LEAVE OF ABSENCE

Teachers & Tutors

A teacher will be granted a childrearing leave of absence without pay upon application. A teacher may return to his/her teaching duties at the start of the following school year in September or the subsequent September if he/she notifies the Superintendent in writing on or before February 1 of the school year in which the childrearing leave commenced. The Superintendent will send the teacher a reminder letter by January 1. If both parents teach in the Westborough Public Schools, only one at a time may take leave under the terms of this Article.

REDUCTION IN FORCE

Paraeducators

In the event it becomes necessary for the superintendent to reduce the number of employees in the bargaining unit because of financial limitation, decrease in pupil enrollment, or changes in the curriculum or reorganization, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

Section 1. The superintendent will attempt to meet the reduction in force by natural attrition.

Section 2. If attrition does not meet the demands of the reduction, layoffs shall be determined by order of seniority. Any senior paraeducator who has completed three years of service and is being laid off is entitled to a meeting with the principal to discuss the decision and all reasons behind the decision. The paraeducator may also request time to acquire the qualifications that would make him/her appropriate for the discussed position.

Section 3. Exceptions to seniority may be made:

a. When it can be demonstrated through timely written documentation that the performance of a senior paraeducator is less than satisfactory. Such senior paraeducator must have received at least one previous, unsatisfactory, written report of performance.

b. A junior paraeducator holding a relevant teaching degree must be retained to preserve an existing program or service to students for which a senior paraeducator who has completed three years of service cannot readily acquire and demonstrate the skills required for the position.

REDUCTION IN FORCE cont.

Section 4. If an individual next on the seniority list, but not targeted for reduction, does not accept a transfer into a position to be vacated by a junior employee who has been targeted for reduction, that senior individual shall be laid off and placed at the end of the recall list. This language will not apply to an individual who obtains a leave of absence.

Section 5. Seniority shall mean length of continuous service in years and number of days in a paid position covered by the collective bargaining unit. Members who work 20 hours or more for greater than 50% of the school year will be given full seniority credit for the period worked. Members who work less than 20 hours for greater than 50% of the school year will be given half seniority credit for the period worked. This includes any time spent on a paid leave of absence. (A lottery shall be used in determining layoff when seniority is identical.)

Section 6. The superintendent shall forward within 30 calendar days of execution of this contract and annually to the Association President a seniority list containing the names of all bargaining unit members. Such list shall include the seniority date of each member of the unit. If no challenge to the list is made by the Association within thirty (30) calendar days of receipt of the list, the list will stand as written.

Section 7. Employees covered herein will receive thirty (30) calendar days' notice prior to layoff. Where possible, notification of a layoff for the subsequent school year will be provided by June 15.

Section 8. Discretionary decisions of the superintendent and/or School Committee will be made after consulting with an Association representative. These decisions are final and binding. Only the procedures hereunder are subject to arbitration.

Section 9. Recall rights:

a. Paraeducators with less than one (1) year of continuous service will not be entitled to recall rights. Any break in service of more than ninety (90) days, excluding those

periods when school is not in session, will not be considered continuous service. An approved leave of absence granted by the School Committee does not constitute a break in service, but does not count towards seniority.

b. A paraeducator who is laid off hereunder and is eligible for recall will be placed on a recall list for twenty-four (24) calendar months. The recall will be to the position from which the employee was laid off or to an equivalent position.

c. Recall shall pertain to both employees laid off and involuntarily transferred into a given position.

Section 10. During the recall period, employees shall be notified by certified mail to their last address of record and given preference for positions for which they are eligible as defined in 9b, as they develop in the inverse order of their respective layoff. All benefits which an employee was entitled to at the time of the layoff shall be restored in full upon reemployment with the recall period. Preference will be valid for no longer than fifteen (15) days after the mailing date of the notice. During the recall period, employees who have been laid-off shall be given preference on a substitute list as they so desire.

Section 11. Laid off employees who are eligible for recall may continue the group health and life insurance coverage at their own expense consistent with the town's policy for laid-off employees.

Section 12. Paraeducators in their first year of employment who were hired to work one-on-one with a special needs child may have their contract terminated if the child is placed in another setting during the course of that year.

REDUCTION IN FORCE cont.

Secretaries

A. If the Committee decides to reduce the number of bargaining unit positions resulting in the loss of bargaining unit members, the layoff(s) will occur within the following categories:

- 1) Accounts Payable
- 2) Payroll
- 3) School Bus Coordinator
- 4) 12-Month School Secretaries
- 5) 10-Month and 11-Month School Secretaries
- 6) Central Office Secretaries
- 7) Community Education Administrative Assistant

B. Layoffs within the above categories will be based upon seniority. An exception to seniority may be made where it can be shown that the performance of the senior member in the affected category is less than satisfactory and/or the junior employee must be retained because of a demonstrated need of the system. An employee who is about to be laid off may bump into an equal or lower paying category under the following circumstances:

- 1) If the employee has greater seniority than the least senior employee in the desired category and the employee has been previously employed satisfactorily in that category; or
- 2) If the employee is bumping a school-based secretary with less seniority and the superintendent determines that the employee is qualified to fill the school-based position.

C. For the purpose of this Article, Article 9, and Article 14, seniority is defined as length of an employee's continuous service in the bargaining unit. Part-time service will be pro-rated and computed as full-time equivalent service.

D. An employee who is laid off will be placed on a recall list for a period of 18 months. Recall will be to the same category from which the layoff occurred. Rejection of one recall opportunity will result in the removal of the employee from the recall list

Teachers

A. GENERAL PROCEDURE

1. If for any reason the Committee deems it necessary to reduce staff in accordance with a decline in enrollment, reorganization, budget limitations, or as other circumstances may warrant, the following procedures will be followed:

- a. In the event a reduction in the number of professional status teachers is deemed warranted by the Committee and such reduction cannot be effected through the normal attrition process, the provisions in this Article will be applied to determine which professional status teachers are to be laid off.
- b. In the event of a reduction in force, the rights of teachers not on professional status will be limited to those provided by statute unless specifically and expressly provided by this Article.

2. Professional status teachers will be laid off according to the procedure below:

- a. The least senior teacher in the affected discipline will be laid off first.
- b. Additional layoffs within the same discipline will be in inverse order of seniority.

REDUCTION IN FORCE cont.

Teachers cont

c. Exceptions to the above may be made when it can be demonstrated that the performance of a senior teacher in the affected discipline is less than satisfactory and/or that the junior teacher must be retained to preserve an existing program.

d. Once it is determined by the Committee to reduce a full-time position to part-time position, a job description will be posted and volunteers will be sought to transfer into the part-time position.

(1) If no qualified volunteer is transferred to the newly created part-time position, the Reduction-In-Force procedure outlined in this section will be implemented.

(2) A teacher so reduced, or done so voluntarily, to part-time status will retain all professional status and seniority rights and will continue to earn seniority in accordance with this Article.

(3) A teacher whose hours are reduced, whether voluntarily or through a Reduction-in-Force, will have the option to be restored to full-time status whenever a position becomes available.

3. For the purpose of this Article, the discipline is defined as the current certificate held under which the teacher is currently working. Certificate categories are defined by the Department of Education.

4. Seniority

a. Seniority in discipline will mean length of continuous service in a professional capacity in the Westborough Public Schools, such service computed in years, months, and days. Service is deemed to start on the first day professional duties are performed in the Westborough Public Schools. A teacher will be listed on the seniority list of the discipline in which he/she is currently teaching a majority of the time if it becomes

necessary to reduce the force of professional status teachers in a particular discipline. Ties in length of service shall be resolved by the date of hire letters. In the event that

the dates of hire letters are identical, the tie shall be resolved by comparing the teachers' Social Security numbers. The teacher whose Social Security number has the higher numerical value shall be deemed to be more senior.

b. A professional status teacher who is to be laid off in a particular discipline and is qualified to teach in another discipline will be placed in the second discipline for the purpose of determining if he/she or another teacher from the discipline is to be laid off. In making a determination of "qualified" pursuant to this Article, the Committee shall consider:

(1) certification;

(2) major and minor fields of concentration;

(3) teaching experience in Westborough in the discipline;

(4) teaching experience outside the system in the discipline;

(5) related experience in business and industry;

(6) professional development experience in the discipline within the past five years.

c. An unpaid leave of absence approved by the Committee for a teacher will not be deemed to constitute a break in service; however, time spent in such status will not be

REDUCTION IN FORCE cont.

included in the computations of the total length of service if it exceeds twenty (20) school days in any school year

Tutors

In the event it becomes necessary for the superintendent to reduce the number of employees in the bargaining unit because of financial limitation, decrease in pupil enrollment, or changes in the curriculum or reorganization, the procedures set forth in this Article will govern the layoff and recall of employee, within their designated discipline, who are affected by any such reduction. For the purpose of this article the discipline is defined as either Math Plus or ELL.

1. The superintendent will attempt to meet the reduction in force by natural attrition.
2. If attrition does not meet the demands of the reduction, layoffs shall be determined by order of seniority. Any senior tutor who has completed three years of service and is being laid off is entitled to a meeting with the principal to discuss the decision and all reasons behind the decision. The tutor may also request time to acquire the qualifications that would make him/her appropriate for the discussed position.
3. Exceptions to seniority may be made:
 - a. When it can be demonstrated through timely written documentation that the performance of a senior tutor is less than satisfactory. Such senior tutor must have received at least one previous, unsatisfactory, written report of performance.
 - b. A junior tutor holding a relevant teaching degree must be retained to preserve an existing program or service to students for which a senior tutor who has completed three years of service cannot readily acquire and demonstrate the skills required for the position.
4. If an individual next on the seniority list, but not targeted for reduction, does not accept a transfer into a position to be vacated by a junior employee who has been targeted for reduction, that senior individual shall be laid off and placed at the end of the recall list. This language will not apply to an individual who obtains a leave of absence.
5. Seniority shall mean length of continuous service in years and number of days in a paid position covered by the collective bargaining unit. Members who work 20 hours or more for greater than 50% of the school year will be given full seniority credit for the period worked. Members who work less than 20 hours for greater than 50% of the school year will be given half seniority credit for the period worked. This includes any time spent on a paid leave of absence. (Names will be drawn from a hat in determining layoff when seniority is identical.)
6. The superintendent shall forward within 30 calendar days of execution of this contract and annually to the Association President a seniority list containing the names of all bargaining unit members. Such list shall include the seniority date of each member of the unit. If no challenge to the list is made by the Association within thirty (30) calendar days of receipt of the list, the list will stand as written.
7. Employees covered herein will receive thirty (30) calendar days' notice prior to layoff. Where possible, notification of a layoff for the subsequent school year will be provided by May 15.

REDUCTION IN FORCE cont.

8. Discretionary decisions of the superintendent and/or School Committee will be made after consulting with an Association representative. These decisions are final and binding. Only the procedures hereunder are subject to arbitration.

9. Recall rights:

a. Tutors with less than one (1) year of continuous service will not be entitled to recall rights. Any break in service of more than ninety (90) days, excluding those periods when school is not in session, will not be considered continuous service. An approved leave of absence granted by the School Committee does not constitute a break in service, but does not count towards seniority.

b. A tutor who is laid off hereunder and is eligible for recall will be placed on a recall list for twenty-four (24) calendar months. The recall will be to the position from which the employee was laid off or to an equivalent position.

c. Recall shall pertain to both employees laid off and involuntarily transferred into a given position.

10. During the recall period, employees shall be notified by certified mail to their last address of record and given preference for positions for which they are eligible as defined in 9b, as they develop in the inverse order of their respective layoff. All benefits which an employee was entitled to at the time of the layoff shall be restored in full upon reemployment with the recall period. Preference will be valid for no longer than fifteen (15) days after the mailing date of the notice. During the recall period, employees who have been laid-off shall be given preference on a substitute list as they so desire.

11. Laid off employees who are eligible for recall may continue the group health and life insurance coverage at their own expense consistent with the town's policy for laid-off employees.

LEAVE WITHOUT PAY

Secretaries

The superintendent in his/her discretion may grant a leave without pay for up to 90 calendar days. School committee approval is required for leaves in excess of 20 calendar days. Superintendent and school committee decisions are final and binding and not subject to the grievance and arbitration procedure.

Teachers & Tutors

1. Leaves of absence with or without pay may be granted by the Committee.

LEAVE WITHOUT PAY cont.

2. Leaves of absence without pay for a period of up to two (2) years may be granted to pursue other interests or to pursue alternative careers. All requests for such leaves must be submitted in writing to the Superintendent thirty (30) school days in advance of taking said leave. Leaves must commence at the beginning of the school year or at the January semester. Notification of intent to return must be in writing to the Superintendent by the previous February 1st. The Superintendent will send the employee on such leave a reminder by January 1st.

CAFETERIA PLAN

Flexible spending accounts and their administration shall be by the Town of Westborough and governed by the rules and regulations as established by it for its Employee Flexible spending programs. Such plans shall be in accordance with the federal tax code and related regulations for healthcare, childcare, and other expenses authorized by law

IN-SERVICE/PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT

Paraeducators

A. The Administration agrees to allow paraeducators to participate in appropriate in-service courses or workshops. In addition, consistent with the increased training mandated for paraeducators, the Committee agrees to provide a minimum of three (3) in-service education opportunities for members during each contract year.

B. A paraeducator will be awarded \$100.00 for each 3 credit college or in-service course completed after September 1, 1991 with prior approval of the Superintendent or his designee. Payment will be made upon proof of satisfactory completion. This payment shall only apply if the paraeducator has paid for the course and does not apply for tuition reimbursement under Article VIII C.

C. All members will be entitled to be reimbursed an amount not to exceed \$1200 per person per year for an approved course. If the total amount requested exceeds \$7,500 reimbursement shall be pro-rated on the basis of credits so the cap is not exceeded. If the total requested does not exceed \$7,500, the balance shall be prorated among those who have applied for reimbursement for a second course to a maximum of \$1200 per person per year.

Secretaries

The committee may grant members of the bargaining unit permission to attend educational seminars, conferences, workshops, and/or meetings designed to increase the member's professional competence. Attendance at such conferences will be at the discretion of the school committee or its agent, the superintendent of schools. Conference expenses and necessary travel expenses will be paid by the committee. The day(s) of attendance at approved conferences will be at full pay for regular work days. Notices of conferences,

IN-SERVICE/PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT cont.

workshops or meetings which secretaries might wish to attend will be posted as they are sent to schools. Permission to attend said conferences remains up to the discretion of administrators.

29. PROFESSIONAL DEVELOPMENT

A. All members will be entitled to be reimbursed an amount not to exceed \$600 for an approved course. If the amount requested exceeds \$5,000, reimbursement shall be prorated on the basis of credits so the cap is not exceeded. If the total requested does not exceed \$5,000, the balance shall be prorated among those who have applied for reimbursement for a second course.

B. For each unit of 20 hours of completed professional development, through either formal in-service or off-site programs approved by the superintendent, employees will receive an hourly wage adjustment of \$.20 per hour to be permanently incorporated into that employee's hourly rate. A ceiling of \$3.00 per hour is established with this professional development incentive.

Tutors

A. The Administration agrees to allow tutors to participate in appropriate in-service courses or workshops as determined by the Superintendent. In addition, consistent with the increased training mandated for tutors, the Committee agrees to provide up to three (3) in-service education opportunities for members during each contract year.

B. A tutor will be awarded \$100.00 for each 3 credit college or in-service course after the effective date of this contract with prior approval of the Superintendent or his designee. Payment will be made upon proof of satisfactory completion.

Teachers

All teachers will be entitled to be reimbursed an amount not to exceed \$600 for approved graduate courses or continuing education units needed for a professional license. If the amount requested exceeds \$60,000, reimbursement shall be pro-rated on the basis of credits or CEUs so the cap is not exceeded. If the total requested does not exceed \$60,000, the balance shall be prorated among those who have applied for reimbursement for a second course or program. Those members who require CEs/CEUs in order to maintain Commonwealth of Massachusetts licenses (in addition to Department of Elementary and Secondary Education licenses) may submit multiple receipts from approved conferences. These receipts, in total, will be considered the same as one graduate course and will be reimbursed in accordance with the terms of the above paragraph

Administrators

a. A unit member who instructs in-service programs outside of school hours will, with prior approval of the Superintendent, be paid for his/her services.

b. Employees shall be eligible for reimbursement for:

IN-SERVICE/PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT cont.

1. Individual college course tuition.
2. Educational loan repayments (excluding interest for an approved graduate degree program for a period not to exceed five years provided that the total reimbursed does not exceed the total program cost.
3. Annual employee tuition reimbursement limits shall be \$2000 per unit member per year.

TUITION FOR DEPENDENTS

Teachers

Any child of a teacher employed by the Westborough school system may attend the Westborough Public Schools at no cost to the teacher provided that the cost to Westborough does not exceed the average per pupil cost per grade. In the event that the Committee accepts the "School Choice Law" or the "School Choice Law" is modified in a way that negatively impacts this provision, the parties agree to renegotiate this provision. In the event that this provision is determined to conflict with any state or federal statute or regulation, this Section will automatically be removed from the collective bargaining agreement.

TRAVEL

Paraeducators

Mileage shall be paid to any paraeducator who uses his/her car to perform duties but shall not include transportation to and from school at the beginning or ending of the day. The latter includes paraeducators who are required to travel between buildings during the day. Reimbursement according to the above provision shall be at the rate of the current Town reimbursement per mile.

Secretaries

The school committee agrees to compensate the school bus coordinator for attendance at school committee meetings which he/she is required to attend. The school bus coordinator is also entitled to be paid mileage at the current rate for all required travel relating to performance of the school bus coordinator functions

The committee may grant members of the bargaining unit permission to attend educational seminars, conferences, workshops, and/or meetings designed to increase the member's professional competence. Attendance at such conferences will be at the discretion of the school committee or its agent, the superintendent of schools. Conference expenses and necessary travel expenses will be paid by the committee. The day(s) of attendance at approved conferences will be at full pay for regular work days. Notices of conferences, workshops or meetings which secretaries might wish to attend will be posted as they are sent to schools. Permission to attend said conferences remains up to the discretion of administrators

TRAVEL cont.

Tutors

Employees who are responsible for working with students at more than one **site** and are required to use his/her own vehicle for such travel will be reimbursed at the Town's current mileage reimbursement rate upon presentation of an accounting of the actual miles traveled between sites.

Teachers

Employees who are responsible for working with students at more than one **site** and are required to use his/her own vehicle for such travel will be reimbursed at the Town's current mileage reimbursement rate.

Administrators

Employees who use their personal vehicles for school business shall be reimbursed at the standard Town rate per mile.

EDUCATIONAL LEAVE

Teachers

Upon recommendation of the Superintendent of Schools, educational leaves may be granted for study to a member of the staff and faculty by the Committee subject to the following conditions:

1. The request for educational leave must be received by the Superintendent by 1 November of the school year preceding the school year for which the educational leave is requested and action must be taken by 1 December of the same year.
2. The applicant shall have completed at least seven (7) years of full time service in Westborough by the time the leave is to begin.
3. Education leaves for professional staff members with less than seven (7) years of service in Westborough may be granted when it is the opinion of the Committee and the administration that great benefit to the Westborough School System will accrue if such leave is granted.
4. All decisions regarding the award of educational leave will be made upon thorough evaluation of the application considering:
 - (a) Educational value of the proposed study to the school system.
 - (b) The distribution of available educational leaves to the various areas of the Westborough School System.
5. Educational leave may be granted for a period up to one (1) academic year.

EDUCATIONAL LEAVE cont.

6. Staff members on educational leave will be paid at full salary for leave up to and including one-half year, and not less than one-half of their regular salary for leave of more than one-half year.

7. Prior to being granted educational leave, the staff member must sign an agreement with the Committee stating that he or she will return to his or her position in Westborough for two (2) academic years upon termination of such leave and that, in default of completing such service, he/she will refund to the Town of Westborough a sum equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the total amount of service agreed to be rendered.