COLLECTIVE BARGAINING AGREEMENT

Between

THE SWAMPSCOTT SCHOOL COMMITTEE

and

AFSCME LOCAL 2610

THE SWAMPSCOTT ADMINISTRATIVE ASSISTANT'S UNION

July 1, 2015 - June 30, 2018

TABLE OF CONTENTS

		PAGE
PREAMBLE		3
ARTICLE I:	Recognition	4
ARTICLE II:	Right and Responsibilities	4
ARTICLE III:	Dues Deduction	4
ARTICLE IV:	No Discrimination	6
ARTICLE V:	Grievances	6
ARTICLE VI:	Duties & Hours of Work	9
ARTICLE VII:	Vacancies	10
ARTICLE VIII:	Wages	11
ARTICLE IX:	Vacation Time	12
ARTICLE X:	Sick Leave and Other Authorized Leave	13
ARTICLE XI:	Holidays	16
ARTICLE XII:	Professional Development and Educational Improvement	17
ARTICLE XIII:	Health and Welfare	18
ARTICLE XIV:	Union Activity	18
ARTICLE XV:	Employee Files	18
ARTICLE XVI:	Separability	20
ARTICLE XVII:	Rights of the Committee	20
ARTICLE XVIII:	Duration of the Agreement	21
APPENDIX A	Job Description	22
APPENDIX B	Wage Schedule	31
APPENDIX C	Longevity Schedule	31

PREAMBLE

This agreement entered into this 1st day of July, 2015, between the School Committee of the Town of Swampscott, Massachusetts, hereinafter referred to as the "Committee" and the Swampscott Administrative Assistant's Union, hereinafter referred to as the "Union" affiliated with AFSCME Council 93 AFL-CIO, has as its purpose the promotion of harmonious relations, the opening of continuous and effective lines of communication between the Committee and the Union, the establishment of an equitable, reasonable, lawful, and peaceful procedure for the resolution of significant and meaningful differences, and the clear identification of these policies as they affect and define wages, hours, working, and other conditions of employment for the employees of the collective bargaining unit defined herein.

This AGREEMENT is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. The Union and the Committee shall be under no obligation to discuss any modifications or additions to this Agreement except as provided herein or by law or unless mutually agreed. No change or modification of the Agreement shall be binding on either the Committee of the Union unless mutually agreed. No change or modification of this Agreement shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly-authorized representatives.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision of application shall not be deemed valid and shall be without force and effect except to the extent permitted by the law. All other Provisions or applications of the Agreement shall continue in full force and effect.

The parties agree to meet and renegotiate any provision or application of the Agreement that shall be found contrary to the law.

ARTICLE I

Recognition

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiations of collective bargaining, and any questions arising thereunder, the Committee recognizes the Union as the exclusive bargaining agent and representative of the regular and part-time Administrative Assistants employed by the Swampscott Public Schools, working at least 20 hours except those employed as the Superintendent's Secretaries.

ARTICLE II

Rights and Responsibilities

1. Both parties agree that it is their responsibility to abide by the terms of this agreement for its duration.
2. It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or the withholding of services by such employee.
3. The Committee, upon request, will provide the Union with reasonably relevant material as is necessary to enable the Union to fully protect the rights of its members, to interpret and police this Agreement. The written request will contain a list of the information requested, the document or evidence required, the form in which it is requested, and the issues to which the information relates. The Committee reserves the right to determine the form and expense of supplying requested information to the Union.

ARTICLE III

Dues Deduction

The committee agrees that from and after receipt of written authorization in the form provided by the AFSCME Council 93 AFL-CIO, and prior to any revocation thereof, it will deduct from the salary of the employee executing said authorization the sum designated therein as Union dues.

It is the express intent of the parties that the provisions of this Article be and are subject to the following conditions.

1. The sum which represents such monthly Union dues shall annually be certified to the Committee no later than the June 30th preceding the school year in which the dues are

to be deducted as constituting such by the President of the Union. If the sum once certified is changed, the amount deducted from the earning of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Committee from the President of the Union.

2. Deductions provided for the above shall be remitted to the authorized financial officer of the Union no later than the twentieth (20^{th}) day of the month following the month in which the deduction is made. The Committee shall upon request furnish the financial officer of the union each month a record of the employees from whose earnings deductions have been made and the amount of the deduction.
3. Provided, however, that the Committee shall be under no obligation to make any such deductions as aforesaid, after the termination of the term of this Agreement; and provided further that the Committee may immediately cease making such deductions at any time on behalf of an employee upon receipt by the Superintendent of a written notice of revocation of authorization from that employee; or upon transfer of an employee out of the unit defined in Article I of this Agreement (except that such deduction shall be resumed if an employee is returned to a position included in the unit) or upon knowledge by the Committee that an employee is no longer a member of the Union.
4. The Union agrees that it will indemnify and save the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Committee in accordance with the terms of this Article or in reliance upon the authorization described herein, in any amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee of employees.
5. The Committee shall provide that whenever duly authorized by any employee, payroll deductions on behalf of such employee shall be made and paid over in accordance with such authorization for any or all of the following:

- Payment to a financial institution.
- Payments for group insurance coverage.
- Premiums under annuity contracts.

6. All part-time and full-time employees employed in the Administrative Assistant classification included within the bargaining unit shall, at the end of thirty 30 days, either become a member of the Union or pay an agency fee. The Union will notify each new employee in writing no later than fifteen (15) days following the employee's date of hire that such employee as a condition of employment must either join the Union or pay an agency fee by the end of thirty (30) days from employee's date of hire.

ARTICLE IV

No Discrimination

There shall be no discrimination, interference, retaliation, restraint, or coercion by the School Committee, Swampscott Education Secretaries' Union or their respective agents against any Administrative Assistant because of their membership or nonmember ship in the Union, activities on behalf of the Union, or because a member pursued or advanced rights and privileges contained in the Agreement or refused to do so.

No one shall be required to become or remain a member of the Union as a condition of employment in the Swampscott School System.

As a condition of continued employment while this Agreement shall be in effect, every employee covered by this Agreement, if not a member in good standing of the Union, shall pay or by payroll deduction, shall have paid to the Union an agency service fee commensurate with the cost of collective bargaining and contract maintenance. This percentage will be determined by the local union. In no case shall such condition arise before the thirtieth day following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date is later.

ARTICLE V

Grievances

1. The purpose of the procedure set forth hereinafter 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 employee covered by this Contract.

2. For the purpose of the procedure set forth hereinafter, the following definition shall pertain:

- Grievance: A grievance is defined as an alleged violation, misinterpretation, or inequitable application of the provisions of the contract.

3. A grievance must be presented within thirty (30) working days of the time of the occurrence of the act, decision, or ruling forming the basis of the grievance or with in thirty (30) working days after the member of the Bargaining Unit knew or reasonably should have known of the basis of the grievance and must be processed in accordance with the steps, time limits, and conditions as set forth below.
4. The following GRIEVANCE PROCEDURES shall be in effect:

Step One:

The employee with a grievance shall discuss the matter with the administrator or supervisor to whom she is responsible and who has the authority to deal effectively with the grievance, with the objective of resolving the matter informally.

Step Two:

If at the end of ten (10) work days next following such presentation the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the employee and the Chapter Chairperson of the Swampscott Educational Secretarial Union to the Superintendent who shall, within ten (10) work days thereafter, meet with the employee, and the immediate administrator or supervisor if involved, in an effort to settle the grievance.

Step Three:

If at the end of ten (10) work days next following such presentation to the Superintendent, the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) work days thereafter, notify the Union President in writing of the employee's desire to have the grievance presented to the School Committee; and, within five (5) work days following receipt of any such notice, the Officers of the Executive Board of the Union shall meet with the employee to decide whether or not the Union shall present the grievance to the School Committee. If the Executive Board of the Union shall so vote, the grievance shall within five (5) work days be presented in writing in the name of the Union and the employee to the School Committee through the Superintendent. Within five (5) work days after receiving the written grievance, the Superintendent shall prepare a written statement for submission to the School Committee, including the grievance, and supporting facts known to him, and his recommendation concerning possible disposition of the matter. A copy of the Superintendent's

written statement shall be sent to the aggrieved employee within the same five (5) work day period. At its next regularly scheduled meeting, the School Committee shall meet with the representatives of the Union, the employee, and if the employee so elects, her counsel, and other personnel involved in an effort to settle the grievance to the mutual satisfaction of all.

Step Four:

If within 10 work days next following the presentation of the grievance at a meeting of the School Committee, the grievance shall not have been disposed of to the mutual satisfaction of all parties concerned, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Executive Committee of the Union may be given written notice to the School Committee within 5 work days next following conclusion of such period of 10 work days present the grievance for arbitration; in which event the School Committee or the Union may submit the grievance to arbitration, which shall be binding on the parties. Said arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association and the total expenses of such arbitration shall be paid in equal shares by the School Committee and the Union at the prevailing rates of said American Arbitration Association.

5. The arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this agreement. Furthermore, the arbitration award shall be one such as permitted by law and the regulations and policies of the Commonwealth of Massachusetts applicable to the School Committee, and the employee and the Union.
6. Nothing stated herein shall preclude an employee from presenting a grievance without the representation of the Union. Dispositions of such grievances shall be in accordance with provisions set forth in Steps One through Four, under Procedures. If the Union so desires it shall be permitted to be heard at each step of the procedure under which such grievance is being considered.
7. Nothing stated herein is intended to limit or preclude the rights of employees under Mass. General Law Chapter 150E, Section 8.
8. The School Committee, if it has any grievance, shall initiate the grievance through the of the grievance procedure by submitting the grievance (in writing) to the President of the Union. The School Committee, or its designated representative, and the President of the Union or her designated representative, shall meet to discuss the grievance. The School

Committee or its designated representative shall elect whether or not this discussion shall take place during working hours.

The Union will give its written answer to the grievance within ten (10) working days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, the School Committee may appeal the grievance to arbitration in accordance with the procedures described above in Step 3 of the grievance procedure.

9. In order to assure the prompt disposition of any grievance which may arise, it is agreed that the time intervals set forth in the various steps above are of importance and any grievance being considered under such procedure shall be deemed to have been waived if the action required to be taken to present it to the next higher authority has not been taken within the time specified.

ARTICLE VI

Duties:

1. Job Classifications are detailed in Appendix A.

Hours of work shall be as follows:

1. The normal work week for all full time employees shall be thirty-five hours or more consisting of five consecutive days, Monday through Friday with the same number hours daily. Full time employees shall choose either a thirty (30) minute unrestricted unpaid lunch or a twenty (20) minute working paid lunch (which allows the employee to eat at their workspace, possibly interrupted to conduct a task then returning to the remainder of the lunch period). The employee's shall provide written notice to their supervisor of their selection of either the 20 or 30 minute lunch period.
2. The hours of part time Administrative Assistants will be arranged by the Principal, Superintendent or their designee.
3. Building Administrators are empowered to authorize secretaries not to report for work until the parking lots to their respective buildings have been cleared and access to their respective buildings has been provided.
4. School year Administrative Assistant are not required to work on snow days. Snow days will be made up at the end of the school year.
5. Work requiring extra hours and being paid from stipends shall be posted with job description, estimated hours and rate of pay.

6. Employees have the option of a flexible work schedules provided such modifications are coordinated with and approved by their supervisor. Employees will be required to work the same amount of hours in any pay period.

ARTICLE VII

Vacancies

1. Any vacancies shall be posted on a bulletin board in a conspicuous place and emailed to all members of this bargaining unit and shall include a brief description of the duties and qualifications, hours, and pay rate. The notice will be posted and emailed at least 3 days in advance of advertising the vacancy. During the months of July and August notice of any such vacancy will, in addition, be mailed to the President of the Union. In filling such vacancies first consideration shall be given to Administrative Assistants currently employed in the system. First consideration includes an interview and, if the employee so requests and if appropriate, a meeting with the Superintendent to discuss reasons why they were not recommended for and/or appointed to fill the vacancy. A decision not to recommend and/or appoint will not be subject to the grievance procedure.
2. Should a reduction in personnel be necessary, seniority in the bargaining unit shall be observed for the purposes of bumping. Part time employees shall be limited to bumping within the part time employees only provided the employee that is bumping is qualified for the position.
3. Should a vacancy occur and there is a member of the bargaining unit in the Swampscott School Department who has been laid off, the laid off member shall be recalled in order of seniority provided that the vacancy shall be filled by the last person laid off who held a position of the same or a higher grade (as set forth in appendix A) that the vacant position, provided the person is otherwise qualified to fill the vacancy. The right of recall shall exist for a period of two years from the effective date of the layoff. Laid off personnel may elect to remain in the Blue Cross-Blue Shield plan (or such other plan as may be subsequently adopted) health plan offered by the town, by paying the full cost of the plan. The seniority, accumulated sick leave and number of weeks of vacation time accumulated prior to layoff shall be restored upon recall. Refusal to accept a position in the same job grade level from which the employee was laid off will result in a termination of recall rights.

4. All new hires shall serve a probationary period of 180 days during which the employee shall serve at the will and pleasure of the Building Principal and/or the Superintendent and may be dismissed at anytime. The Employee shall not have access to the parties' grievance procedure for challenging any discipline or discharge during this period.

ARTICLE VIII

Wages

1. A one percent (1%) increase in wages effective July 1, 2015; a one percent (1%) increase in wages effective July 1, 2016; a one and a half percent (1.5%) increase in wages effective July 1, 2017; which is in accordance with the wage schedule set forth in Appendix B of this Agreement.
2. Bargaining unit members will be eligible to have the first $400 of their contribution to an eligible 403b plan administered by the School Committee to be matched by the School Committee. Payments cannot be made retroactively. Upon termination or retirement, a member shall be eligible to receive funds consistent with their chosen fund's rules and regulations.
3. Placement of current staff members will be by years of experience in the Swampscott Public Schools at commensurate steps, except that the Superintendent, at his discretion, may place a newly hired employee with relevant experience on a higher step.
4. Employees shall receive compensation at the rate of time and one-half for all time worked in excess of thirty-five hours per week. This shall not preclude employees from electing to have compensatory time off (which shall also accumulate at the rate of time and one-half) in lieu of monetary compensation for overtime work. Only the Superintendent of Schools has the authority to approve requests for overtime work. School year Secretaries that are asked to work in excess of the number of days on which their salary is based will be compensated at the hourly rate.
4. The Committee will reimburse members in an amount from ten dollars ($10.00) up to one hundred dollars ($100.00) for the replacement of clothing or other personal property damaged or destroyed in the reasonable course of employment.
5. Travel allowance of the maximum amount allowed by the town per mile will be paid to any employee when in the course of employment it is necessary to use their automobile.

6. Longevity shall be paid each pay period in accordance with the following chart showing the annual entitlement:

5	Years of Completed Service	$250
6	Years of Completed Service	$300
7	Years of Completed Service	$350
8	Years of Completed Service	$400
9	Years of Completed Service	$450
10	Years of Completed Service	$500
11	Years of Completed Service	$550
12	Years of Completed Service	$600
13	Years of Completed Service	$650
14	Years of Completed Service	$700
15	Years of Completed Service	$750
16	Years of Completed Service	$800
17	Years of Completed Service	$850
18	Years of Completed Service	$900
19	Years of Completed Service	$950
20	Years of Completed Service	$1,000
25	or more Years of Completed Service	$1,650

7. The Union and The Committee agree that the Committee may employ a "floater position" for the school system. Said employee shall be a member of the Union and covered under the Collective Bargaining Agreement between the Union and the School Committee. Said employee shall work twenty (20) hours per week for the school year, with duties to be as assigned by the Superintendent of Schools or his/her designee, and shall be entitled to all the rights and benefits of any regular employee on a pro-rata basis.

ARTICLE IX

Vacation Time

1. Vacation leave shall be granted to all regularly employed full-time and part-time personnel. All vacation dates are subject to the approval of the Superintendent or School Administrators.
2. Vacation leave may not be accumulated from one vacation year to another without the approval of the Superintendent and may not be taken in advance. Any request to carry

over vacation days must be submitted in writing and approved by the Superintendent one month prior to the employee's anniversary date.

3. The following annual vacation with pay shall be granted to all full year permanent employees who have completed the following periods of continuous employment from the date of hire to which the vacation applies: Employees starting work between January 1 and June 30 shall be granted one (1) week's vacation, employees who start work prior to January 1 will receive their full two (2) weeks vacation.

Service period	Vacation
a. Six months	one week (after completion of six months)
b. First year	two weeks (after completion of first year)
c. Second year	three weeks (after completion of second year)
d. Fifth year	four weeks (after completion of fifth year)
e. Tenth year	five weeks (after completion of tenth year)

4. School year employees will have the following vacation allowance added to their annual salary.

After the completion of the first year of employment	One Week
After the completion of the second year of employment	Two Weeks
After the completion of the fifth year of employment	Three Weeks

School year employees shall follow the school schedule.

5. Vacation time will be awarded and updated on the date of hire. Based on the transition of several positions from school year to full year effective July 1, 2015 those employees becoming full year employees shall be awarded their full allotment.

ARTICLE X

Sick Leave and Other Authorized Leave

1. Sick Leave

A. Regularly employed full-year personnel will receive sick leave at the rate of 1 ¼ days each calendar month worked and may earn up to a maximum of fifteen days per year

B. Regularly employed school-year personnel whose hours of work follow a regular schedule of not less than 20 hours per week will receive sick leave at the rate of 1 ¼ days each calendar month worked, not to exceed twelve days per year.

C. Sick leave may be used for illness in the immediate family.

D. Unused sick leave shall accumulate from year to year and be retained as part of the employee's sick leave under this contract. The accumulation of total sick leave days shall be unlimited.

E. For absence over 5 consecutive days for which sick leave is claimed, the Superintendent m ay require evidence of illness in the form of a physician's certificate which shall give the nature of the illness or injury and the expected duration. Upon return to work following extended sick leave in excess of five (5) consecutive working days, a doctor's note is required and the Committee, at its own expense, may require a physical examination to determine the employee's fitness for duty.

F. Each employee, upon retirement from service under provisions of the Contributory Retirement System shall be entitled to payment of an amount equal to 20% of the accumulated sick leave at his or her daily rate. In case of death while in service the same amount shall be paid to the employee's estate or to that person shown to be the beneficiary under the Group Insurance. This benefit does not apply to employees hired after 7/1/2015.

2. Sick Leave Bank

A. A sick leave bank shall be established, upon the effective date of this contract, for the use of those members who wish to participate, and who have exhausted their own sick leave.

B. During the month of July, a member may join the bank by signing an authorization card, provided by the Union, donating one of her sick days to the bank. On August 1st, the Union will notify the Superintendent's office of the names of the members participating in the bank, so that one day of sick leave may be subtracted from their account and credited to the bank.

C. The bank shall accumulate from year to year.

D. The School Committee will contribute one (1) sick leave day per person annually except in the instance the balance of the sick leave bank exceeds 400 sick days. In the event the sick leave bank falls below 400 days, the Committee's annual commitment shall be applied to maintain a 400 day balance until its annual obligation has been exhausted.

E. The Sick Bank shall be administered by a Sick Bank Committee consisting of three members of the sick leave bank.

1. The Sick Bank Committee shall determine the time when it becomes necessary to replenish the bank by an assessment of an additional day of sick leave from participating members.
2. The Sick Bank Committee shall promulgate guidelines to determine the eligibility for the use of the bank and the amount of leave to be granted. The initial granting of leave from the bank shall not exceed thirty days. Upon expiration of the thirty day entitlement, the period may be extended by the Committee for additional thirty day maximum periods.
3. The decision of the Sick Bank Committee with respect to eligibility shall be final and not subject to the grievance procedure.

3. Personal Leave

Up to four (4) days leave for full year employees and three (3) days leave for school year employees each fiscal year for personal, legal, business, household or family matters which require absence during school hours shall be allowed with prior approval by the Administer. Annually, any employee who does not use any personal days during a fiscal year shall receive a lump sum payment of $300.00 during the month of July following the fiscal year.

4. Funeral Leave

Up to five (5) days at any one time in the event of death in the immediate family. The term "immediate family" refers to the employee's spouse, partner, child, father, mother, sister, brother, mother/father-in-law, relatives living in the household, grandparents and grandchildren. Absence of up to three (3) days without loss of pay or benefits will be allowed an employee to attend the funeral of a brother-in-law, sister-in-law, uncles, aunts, nieces, nephews, or 1st cousins.

5. Jury Duty

Any employee who has been called for jury duty in a jurisdiction in which they are not exempt from duty will be granted a leave of absence and will be paid the difference in salary for the duration of the assignment.

6. Leave Of Absence

Employees shall be granted an unpaid leave of absence for up to one year for the purposes of child-care, child-rearing, adoption or family emergency. Such leaves shall be consistent with applicable state and federal laws and/or regulations. Said leave shall commence on a date determined by the employee. The Committee shall be notified of the employee's intent to begin leave. Notice shall be served within a reasonable period of time in advance of leave.

The Committee shall be notified of the employee's intent to end leave and return to employment. Notice shall be served within a reasonable time in advance of return from leave. Upon return from leave, the employee shall be returned to a position at the same level as assigned prior to the leave.

ARTICLE XI

Holidays

1. The following holidays shall be observed if they fall on a normal work day.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Good Friday*	1/2 day before Christmas*

* Full year employees only

2. School-year employees who work any part of the week in which a holiday falls shall be paid for the holiday. School-year employees who begin after the Labor Day holiday shall not count Labor Day as a holiday.

3. If a holiday leave occurs within an employee's vacation leave, then such a holiday shall not count as vacation leave.
4. If one of the above twelve (12) holidays falls on a Saturday or Sunday it shall be scheduled based on the state and/or federal observance.
5. If an employee is absent due to sick leave on the day before or the day after a holiday, or on the holiday itself if scheduled to work on said holiday, the employee may be required to submit a physician's certification prior to receiving holiday pay for that holiday. If a physician's certification is requested, an employee may, in lieu of the certification, request a vacation or personal day noting the parties have agreed to waive the notice obligation in this instance.

ARTICLE XII

Professional Development and Educational Improvement

1. Upon approval of the Administrator time shall be granted for attendance at professional conferences, workshops, seminars and other professional improvement sessions where applicable. No loss of pay or other leave days shall occur because of any such activity. Requests for attendance at such meetings shall be made as far in advance of the activity as possible. (Such approval shall be granted where reasonable.)
2. It is agreed by the Committee that all employees covered by this Agreement shall be reimbursed for the cost of educational courses related to their field of employment that have prior approval by the Superintendent and that have been satisfactorily completed. All courses must be taken on the employee's own time.
3. It is the intent of the parties to this agreement to encourage secretaries to pursue and demonstrate professional growth. Therefore, reasonable expenses including but not limited to tuition and fees, for pre-approved courses, workshops, seminars, conferences, or other professional improvement sessions will be paid by the Committee. Pre-approval is determined by the advance written approval of the Superintendent and provided that such expenses have been provided for the existing school system budget, and furthermore, that the employee is not compensated by some other sponsoring agency.

Said course reimbursement will be at a rate not to exceed that charged for one course at Marion Court College or the Massachusetts State College rate with the advance written approval of the Superintendent and not to exceed two courses per employee per year.

ARTICLE XIII

Health and Welfare

The School Committee agrees to provide the same health insurance and life insurance policies to members of the Swampscott Educational Secretarial Union as it does to teachers. The Committee also agrees that the percentage paid by members of the Swampscott Educational Secretaries Union for these policies will be the same as paid by teachers. The Committee will deduct the employee's share from the payroll checks of participating employees upon receipt of the proper authorization signed by the employee.

ARTICLE XIV

Union Activity

In order to facilitate the conduct of negotiations with the least possible expense to the town, the parties agree to normally conduct negotiations at reasonable times outside of the workday. If the Committee schedules negotiations at a time during the workday, the representatives of the Union who are actually conducting the negotiations shall attend without loss of pay or benefits in order to permit their participation in such meetings. The parties agree to allow two (2) system-wide union meetings to discuss issues and/or problems. Said meeting to take place on Early Release Days as agreed to by the president of the Union and the Superintendent.

ARTICLE XV

Employee Files

1. Employees will be given a copy of any written evaluation reports prepared by their superiors as soon as reasonably possible. Employees will have the right to see and review written individual reports, if any, as well as composite reports with the individuals making them. No derogatory materials shall be placed in an employee's file without the employee's knowledge.
2. Employees will have the right to examine all information contained in their files.

3. After examination of said file, an employee will have the right to remove any or part of the information contained therein exclusive of evaluations reports via the grievance procedure.

4. Employees have the right to respond to all evaluation reports and other unfavorable material. Signing of evaluation reports does not necessarily indicate agreement with such report.

5. A time limit of five years will be set for the retention of any derogatory document within an employee's file.

6. Evaluation

As part of the negotiation process for the collective bargaining dated July 1, 2015 - June 30, 2018, the parties agreed to the following:

A. The parties created and agreed upon several job descriptions that will be incorporated into Appendix A. The parties agree to create the remaining job descriptions by December 31, 2015, based on the same process used in negotiations.

B. The parties created and agreed upon an evaluation tool to be used for all bargaining unit employees. The parties further agreed not to implement the evaluation tool until all job descriptions have been created and agreed upon and employees have had a reasonable period of time to be trained and work under the new job descriptions.

C. The parties agree after the first evaluation, all future evaluations shall be done by August 31st annually.

ARTICLE XVI

Separability

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect. Should any provision of this agreement be found to be contrary to law, it shall be null and void but the remainder of this agreement shall not be affected thereby.

ARTICLE XVII

Rights of the Committee

Section1:

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee responsibility to the people of the Town of Swampscott for the quality of education in, and the efficient and economical operation of the Swampscott School System, it is herein agreed that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted and may exercise the same at its discretion without any such exercise being made the subject of a grievance.

Nothing in this Agreement shall limit, impair, or qualify the Committee's exclusive right to manage the town's Public School System, to direct and control those operations, and independently to make, and carry out, and execute all plans and decisions deemed necessary by the Committee in its judgment to the welfare, advancement and best interests of the Swampscott School System.

The Exclusive rights, include but are not limited to the right to; hire, fire, suspend, or discipline; set standards, and evaluate performance; and to assign duties.

Any employee who resigns from his/her position must give the Superintendent at least three (3) week's notice. The Committee agrees that it will indemnify and hold the Union harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action or inaction by any individual employee regarding the three week notice.

ARTICLE XVIII

Duration of Agreement

This agreement shall take effect July 1, 2015, and shall continue in force and effect until June 30, 2018, and from year to year thereafter unless written notice of a desire to terminate or modify the Agreement is given by either party to the other not less than sixty (60) days prior to the expiration or anniversary date.

IN WITNESS WHEREOF the parties to this Agreement have caused their presence to be executed by their duly-authorized agents and their seals to be affixed hereto as of the date first above written.

For, and on behalf of the Committee. Date: August 27, 2015

Pamela P. H. Angelakis

Recommended: Superintendent of Schools

For, and on behalf of the Union:

Linda O'Keefe

President, AFSCME Local 2610

Danielle K. Leonard

Negotiating Committee, AFSCME Local 2610

Negotiating Committee, AFSCME Local 2610

North Shore Coordinator, AFSCME Council 93

APPENDIX A

SWAMPSCOTT PUBLIC SCHOOLS

JOB DESCRIPTION

Administrative Assistant
Accounts Payable/Accounts Receivable

Job Goal:
The position of Accounts Payable/Receivable main goals are to provide support for department functions with specific responsibility for performing activities related to the accurate processing of authorized invoices; recording, updating and reconciling related financial information; and providing instructions and/or accounting support to other personnel in accordance with established practices.

Reports to: School Business Administrator or designee
Qualifications:

- Accounts Payable/Accounts Receivable experience required
- Experience in Munis preferred; Excel required
- Bachelor Degree preferred

Responsibilities:

- Online payments distributed to individual schools
- Coordinate AP Process
  - Process Purchase Orders
  - Process Invoices
  - Prepare AP Warrant
  - Reconcile Online Payments
  - Encumber Outstanding Invoices and Purchase Orders
- Revolving Accounts
- Student Activity Accounts
- Records deposits from revolving accounts & reconciles to Town Hall
- Facilitate with Building Rental and Billing Process for M.S. & elementary schools
- Generate purchase orders for office supplies, etc.

- Perform such tasks and assume other responsibilities as assigned or delegated by Supervisor

Weekly Schedule: Monday – Friday (7 hours/day) Full Year

Evaluation Schedule: Annually

SWAMPSCOTT PUBLIC SCHOOLS

JOB DESCRIPTION

Administrative Assistant
Data Specialist

Job Goal:
Under general supervision this position coordinates and completes the accurate collection, maintenance, manipulation and reporting of data for district and state reporting.

Reports to: School Business Administrator or designee

Qualifications:

- A minimum of two years' experience
- Experience in Munis & Aspen preferred; Word and Excel required
- Bachelor Degree preferred

Responsibilities:

- Export and submit SIMS reports 3 times a year to the DESE
- Confirm Nahant student enrollment numbers/status for billing purposes yearly
- Coordinate and input all free and reduced lunch applications into the POS system
- Work with the Business Administrator on E-Rate filing approximately 3 times per year
- Student registration point person and enrollment coordinator
- Continuously update student information in Aspen as needed
- Manage and monitor Aspen and First Class staff access and settings
- EPIMS (Twice yearly) Elementary: input schedules, assign teachers; Middle School: review, revise EPIM fields; High School: review, revise EPIM fields; Request and input teacher evaluation ratings

- SCS (Twice yearly) Elementary: roster students; Middle School: review student schedules, update new teacher/class/student fields; High School: review student schedules, update new teacher/class/student fields
- DESE Private School Report (Annual) Track Swampscott residents attending private school students; Contact all private schools for updated Swampscott enrollment
- Perform such tasks and assume other responsibilities as assigned or delegated by Supervisor

Weekly Schedule: Monday – Friday (7 hours/day) Full Year

Evaluation Schedule: Annually

JOB DESCRIPTION

Administrative Assistant
Student Support Services – Grants & Transportation

Job Goal:

The goal(s) of this position is to ensure that both special education and regular education grants are spent according to the objectives for which they have been granted, to keep track of disbursements, file amendments as needed, and submit any state required documentation as it relates to grants management. In addition, this position is responsible for special education transportation for students both in and out of the district. To manage assigned personnel and schedule buses to facilitate the safe and timely completion of daily home-to-school routes.

Reports to: Administrator of Student Support Services or designee

Qualifications:

- Experience in Eutactics Management System & Aspen preferred; Excel required
- Experience with Grant Accounts
- Bachelor Degree preferred

Responsibilities:

- Special Education & Homeless Transportation
- Special Education Budget
- Coordinated Program Review for Special Education (every 6 yrs)
- Civil Rights (every 3 yrs)
- Out-of District School Contracts
- Medicaid Related Duties
- Extended School Year Services - Budget
- End of Year Reporting (Schedule 4 & Schedule 7)
- Fiscal Management for all Federal and State Grants

- Circuit Breaker
- Perform such tasks and assume other responsibilities as assigned or delegated by Supervisor

Weekly Schedule: Monday – Friday (7 hours/day) Full Year

Evaluation Schedule: Annually

SWAMPSCOTT PUBLIC SCHOOLS

JOB DESCRIPTION

Administrative Assistant
Payroll

Job Goal:
Under general supervision, assists in the administration of the District's payroll processes to include retirement, disability requests, unemployment, general payroll questions and time and attendance. Answers employee questions, provides policy interpretation, assists with form completion, ensures personnel records are maintained and personal employee data is confidential.

Reports to: School Business Administrator or designee
Qualifications:

- A minimum of two years Payroll experience
- Experience in Munis & Aspen preferred; Excel required
- Bachelor Degree preferred

Responsibilities:

- Input teacher and non-teacher payroll on a weekly basis
- Record and track all staff requests for time off including vacation, personal, and sick time, and ensuring day off requests have an available balance.
- Coordinate and process payments of 403b, and Tax Sheltered Annuity for contract staff weekly
- Coordinate and process longevity payments, both simple and compound, for staff as according to each class group contract
- Coordinate and process salary increases for all staff, both contract and non-contract
- Submit MTRS reports and contributions on a weekly basis
- Prepare weekly payroll proof for Town Hall warrants

- Pick-up paychecks from Town Hall every Friday and coordinate distribution to each building
- Research all payroll and retirement data for past employees
- Provide employee and payroll verification for third party vendors
- Process all employee changes to direct deposit, address, 403b deductions
- Answer any staff questions regarding errors or changes with pay, healthcare, dental, union and retirement deductions
- Maintain master list of staff, dates of hire, pay scale, step level, etc.
- Coordinate retirement and sick leave buy back for applicable staff members
- Coordinate and process payments of Schedule A and stipends to applicable staff members including athletic stipends
- Ensure new employees are coded properly with Town Hall with correct deductions
- Verify the accuracy of Munis data base
- Perform such tasks and assume other responsibilities as assigned or delegated by Supervisor

Weekly Schedule: Monday – Friday (7 hours/day) Full Year

Evaluation Schedule: Annually

SWAMPSCOTT PUBLIC SCHOOLS

JOB DESCRIPTION

Administrative Assistant
Student Support Services – Special Education

Job Goal:
Organize and manage the routine work activities of the special education department and provide clerical and other support services to the director and other staff members.

Reports to: Administrator of Student Support Services or designee
Qualifications:

- Experience in Eutactics Management System & Aspen preferred; Excel required
- Bachelor Degree preferred

Responsibilities:

- Eutactics Management System
- IEP/Team Meeting Process
- Extended School Year Services
- Coordinated Program Review for Special Education (every 6 yrs)
- End of Year Reports - Eutactics
- DESE Indicators as requested yearly
- Perform such tasks and assume other responsibilities as assigned or delegated by Supervisor

Weekly Schedule: Friday (7 hours/day) Full Year

Evaluation Schedule: Annually

APPENDIX B

Wage Schedule

Step		1	2	3	4	5
7/1/2014	Base	$23.76	$24.69	$25.67	$26.71	$27.98
7/1/2015	1.0%	$24.00	$24.94	$25.93	$26.98	$28.26
7/1/2016	1.0%	$24.24	$25.19	$26.19	$27.25	$28.54
7/1/2017	1.5%	$24.60	$25.56	$26.58	$27.66	$28.97

Longevity

5	*Years of Completed Service*	$250
6	*Years of Completed Service*	$300
7	*Years of Completed Service*	$350
8	*Years of Completed Service*	$400
9	*Years of Completed Service*	$450
10	*Years of Completed Service*	$500
11	*Years of Completed Service*	$550
12	*Years of Completed Service*	$600
13	*Years of Completed Service*	$650
14	*Years of Completed Service*	$700
15	*Years of Completed Service*	$750
16	*Years of Completed Service*	$800
17	*Years of Completed Service*	$850
18	*Years of Completed Service*	$900
19	*Years of Completed Service*	$950
20	*Years of Completed Service*	$1,000
25	*Years of Completed Service*	$1,650