

AGREEMENT

BETWEEN

ARLINGTON SCHOOL COMMITTEE AND

ARLINGTON EDUCATION ASSOCIATION

UNIT C

ADMINISTRATIVE ASSISTANTS

July 1, 2022 - June 30, 2025

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AGREEMENT

The Agreement effective the 1st day of July, 2019 by and between the Arlington School Committee (hereinafter referred to as the “Committee”) and the Arlington Education Association (hereinafter referred to as the “Association”).

ARTICLE I RECOGNITION

For purposes of collective bargaining, with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Arlington School Committee recognizes the Arlington Education Association, Unit C/M.T.A./N.E.A. as the exclusive bargaining representative for all full-time and regular part-time administrative assistants, secretaries, payroll specialists, business office specialists, and clerical employees of the Arlington School Committee, herein as administrative assistants, excluding confidential and managerial employees, and excluding all other employees. Confidential employees include the Administrative Secretary to the School Committee, the Administrative Assistant to the Superintendent and administrative assistants to the Assistant Superintendents and Chief Financial Officer. Any employee who regularly works fifteen hours or more per week shall be part of this unit.

ARTICLE II DEFINITIONS

- A. The words “employee” and “employees” as hereinafter used in the agreement refer only to those persons who fall within the collective bargaining unit described in Article I hereof.
- B. Whenever used in the Agreement, the female noun or pronoun includes the male noun or pronoun wherever the context permits or requires.

ARTICLE III NEGOTIATION PROCEDURE

- A. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Arlington and provide for orderly professional negotiations between the Committee and the Association.
- B. Negotiation meetings may be initiated at the written request of either party in accordance with the provisions of Article IV, Duration of the Agreement.
- C. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of an outside consultant or consultants to assist in negotiations. Any agreement so negotiated will apply to all personnel recognized in Article I and will be reduced to writing and signed by the Committee

and the Association.

- D. If the Committee and the Association are unable to reach agreement on such items, they jointly or either of them separately, may petition to initiate the statutory impasse procedures in accordance with the provisions of Chapter 150E of the General Laws.
- E. At the first meeting of the negotiating teams of both parties, ground rules for the conduct of negotiation sessions will be established. These ground rules will deal with time, the place, the dates, subject matter, and the procedures to be followed. It is agreed to by both parties that these ground rules, at all times, must be flexible.
- F. Employees who are on the negotiation committee of the Association shall be granted release time without loss of pay at the discretion of the School Committee for the purpose of attending negotiating meetings with the School Committee representatives.

ARTICLE IV DURATION

- A. This Agreement shall become effective July 1, 2019, and shall continue in full force and effect until June 30, 2022 , and shall continue from year to year thereafter unless either party notifies the other by written notice prior to September 15, 2021 (or any other subsequent September 15 thereafter) of its intention to modify or terminate the Agreement. Said notice shall include a full statement of the items to be discussed. If such notice is given, the parties will enter into negotiations promptly after September 15, for a successor Agreement to take effect the following July 1.
- B. If the Committee and the Association have failed to reach agreement by December 1, under reopening or modification, they jointly, or either of them separately, may petition the Department of Labor Relations to initiate the statutory impasse procedures in accordance with the provisions of Chapter 150E.

ARTICLE V GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. A grievance shall be defined as a complaint, dispute, or disagreement involving the interpretation or application of this Agreement. The parties recognize that day-to-day problems affecting employees can normally be adjusted informally between an employee and his/her supervisor. However, the parties agree that grievances which cannot be adjusted informally shall be settled in the following manner.

Step 1. Any employee and/or the Association representative who desires to present a grievance may do so, stating the nature of the grievance, the provision of the Agreement claimed to be violated, and the remedy sought. Grievances to be considered hereunder

must be submitted in writing to the employee's supervisor within 30 working days after the appearance of the facts or circumstances of the grievance of which the aggrieved party should be aware or the grievance shall be deemed waived or settled. The employee's supervisor shall endeavor to resolve the grievance through discussion.

Step 2. If a satisfactory decision has not been rendered in writing within 3 working days after the submission of the grievance in Step 1, the grievance may be submitted in writing to the Superintendent of Schools or his designee within 5 working days after the expiration of said 3 days. The Superintendent or his designee will attempt to resolve the grievance.

Step 3. If a satisfactory decision has not been rendered in writing within 3 working days after the submission of the grievance in Step 2, the grievance may be submitted in writing to the School Committee within 5 working days after the expiration of said 3 days. The School Committee shall meet with the grievant and/or her/his designee within three (3) weeks in an attempt to resolve the grievance.

Step 4. If a satisfactory decision has not been rendered in writing within 5 working days after the meeting in Step 3, the Association may submit the matter to arbitration by giving written notice to the School Committee and the American Arbitration Association within 15 working days after the expiration of said 5 days.

General Provisions:

- A. The Association may be present and shall have the right to participate in the processing of any grievance at any level and to use the representatives of its own choosing.
- B. The School Committee and the Association or employee will, upon request, provide each other with relevant documents in their possession which may be necessary for the processing and consideration of a grievance under this Agreement.
- C. Any grievance shall be deemed to be waived or settled if the prescribed action required to present it to the next step in the procedure shall not have been taken within the time specified. Failure on the part of the Employer to answer within the time limit specified, shall mean that the appeal may be taken to the next step immediately.
- D. A file, separate from an employee's personnel file, shall be maintained for documents relating to grievances filed by each employee.
- E. No employee shall be disciplined or otherwise discriminated against as a result of having filed a grievance or otherwise participating in the processing thereof.
- F. If there is a grievance which directly affects a group of employees, or is of general nature, the Association may submit such a grievance in writing directly to the level of administration having the authority to resolve such grievance.

**ARTICLE VI
ARBITRATION**

- A. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after written notices specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the voluntary Labor Arbitration Rules now, or hereafter in effect, which shall also govern the procedure at the hearing.
- B. The fees of the American Arbitration Association and of the Arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses for the presentation of its own case.
- C. The Arbitrator's award shall be in writing and shall set forth his finding of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the principle that there are no restrictions intended on the rights or decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the employee or employees who initiated the authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the grievance.
- D. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

**ARTICLE VII
DUES AND AGENCY FEE DEDUCTIONS**

- A. As a condition of employment, every employee, in good standing of the Arlington Education Association, shall pay or by payroll deductions have paid to the Association and Agency Fee of an amount equal to its full dues subject to rebate as provided by the rules and regulations of the Department of Labor Relations. However, in no case shall such conditions arise before the thirtieth (30) day following the date of this Agreement, whichever shall be later.

- B. The Committee agrees to deduct from the salaries of its employees dues for the Arlington Education Association, the Massachusetts Teachers Association, and the national Education Association as members individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the treasurer of the Arlington Education Association. Member authorizations shall be in writing on a form provided by the Association and shall be deemed valid until said member presents written notification to the Committee, sixty (60) days in advance of September 19 of her/his intent to discontinue such authorization. Said deductions shall be made in equal installments from salary payments as approved by the Town Accountant.
- C. If an employee requests the termination of dues to the Association, the Committee shall inform the Association President.
- D. The Committee will endeavor to provide the Association President with the following information for new employees within ten business days: the name of each individual who has accepted employment in a position in the bargaining unit, the individual's anticipated work location, job title, placement on the salary scale, anticipated start date, home address, and if known, phone number and personal e-mail address.
- E. If the Records Access Officer (RAO) receives a public records request for the personal contact information of multiple bargaining unit members from any third party, the RAO shall share such a request with the Association President as soon as practicable. The parties understand that the RAO will respond to such requests only to the extent required by law. The parties agree that disputes regarding what information/records is or is not provided under this section shall not be subject to arbitration.

**ARTICLE VIII
WORK DAY/WORK YEAR**

The work week for employees shall be determined by the School Committee. Employees shall normally work on either a 41, 45 or 52-week basis.

- A. Full-time administrative assistants shall work a seven (7) hour work day, excluding an hour lunch period. Established starting and dismissal times subject to modification by School Committee/agent, provided, however, that no such modification will increase the administrative assistants work day beyond seven (7) continuous hours.
- B. Full-time employees may request to alter their start and end time within the hours of the regular work day. This will be subject to meeting the operations of the school department and must be approved by the employee's immediate supervisor. Disapproval shall not be subject to the grievance procedure.

C. Administrative assistants shall normally work on either a 41 or 52 week basis and shall be as follows:

52 Weeks: The full year, including paid vacation and holidays with pay.

41 Weeks: 205 days including paid vacation and holidays with pay.

Beginning July 1, 2016, Elementary Administrative Assistants will work the full year, 52 weeks.

D. 41-week employees shall be required to report to work 2 days prior to the day on which the students report and shall work 5 work days after the end of the students' school year. The additional week will be worked at a time mutually agreeable to the employee and the elementary school principal/supervisor.

With the approval of the Superintendent or designee, 41 week employees will have the opportunity to work additional days each fiscal year.

E. 52 week employees work the full year, with the following restriction on vacation days taken for school administrative assistants:

*15 days prior to the day on which the students first scheduled day of school

*1 Teacher Professional day.

The prohibition against taking vacation during the 15 work days immediately preceding the school year may only be waived if specially approved by the administrative assistant's Principal.

F. A part-time administrative assistant is defined as one who is regularly scheduled to work less than a full day as defined by Article VIII above. A part-time employee is one who regularly works in excess of 15 hours per week, but less than thirty-five (35) hours a week and are entitled to receive the benefits allowed under this contract pro-rated for actual hours worked.

G. 52-week employees shall have summer hours from on or about July 4 to August 15, during which time employees will work 65 hours over each two week pay period, for an average of 6.5 hours per day. Employees may leave early on Fridays in the summer, as long as they maintain the total of 65 hours worked over the two week period with supervisor approval.

H. An administrative assistant shall not be responsible for the opening or closing of her/his place of work (building). Furthermore, no administrative assistant will be required to work alone in a building which otherwise is unsupervised.

The Association shall be notified in advance of any alteration of an employee's start or end time.

I. If a 52-week employee is required to work on a day that the Arlington Public Schools are otherwise closed for an emergency (such as inclement weather) she or he shall be provided another paid day off in compensation. That day shall be determined by mutual agreement between the employee and her/his supervisor.

ARTICLE IX REST PERIODS

Each employee shall be entitled to one fifteen-minute rest period per day. An employee who is scheduled to work a seven-hour day shall be entitled to two such rest periods. The scheduling of such periods shall be subject to the needs of the employee's supervisor.

ARTICLE X VACANCIES AND TRANSFERS

1. Vacancies
 - A. The Superintendent shall post all vacancies in newly-created positions within 30 days. The Superintendent shall post all vacancies as soon as it is known they will exist. All vacancies will be posted within the 30-day framework and it shall be publicized by the Superintendent/HR no less than seven (7) work days prior to date certain by means of written notice to all unit members at their school address and the association. During the summer, administrative assistants who do not work 52 weeks shall receive notice by regular mail.
 1. Qualifications for positions shall be established when posted and kept on file in the office of the Superintendent and/or Human Resources Officer, and shall be furnished upon request.
 2. Qualifications set forth for a particular positions shall not be changed without six months advance notice to all unit personnel
 3. Applications must be received by the Superintendent no later than 4:00 p.m. of the date set forth in the posting as the closing date of application.
 - B. All employees covered by this agreement shall be given adequate opportunity to make application for such positions. The Committee agrees to give due consideration to the professional background and attainments of all applicants, length of continuous service to the school system and other relevant factors. The position will not be filled until qualified internal candidates are granted an interview.
 - C. Appointments will be made without regard to race, color, creed, religion, nationality, sex, age or marital status.

- D. The Association shall be notified when a vacancy is filled and given the name, address, start date, schedule of work, pay rate, pay grade, pay step, and job title of the newly hired employee.

II Transfers

- A. Vacancies created by transfers within the system the Superintendent/Human Resource Director shall notify the Association President of vacancies created by such transfers.
- B. An involuntary transfer will be made only after a meeting between the employee and the Superintendent and/or designee, at which time the employee will be notified of the transfer.

**ARTICLE XI
HOLIDAYS**

- A. Each employee shall receive the following holidays with pay:

New Year’s Day	Veteran’s Day
Martin Luther King Day	Half day before Thanksgiving***
Washington’s Birthday	Thanksgiving Day
Patriot’s Day	Day after Thanksgiving
Half Day on Good Friday*	Day before Christmas
Memorial Day	Christmas Day
Juneteenth****	
Independence Day**	New Year’s Eve****
Labor Day	
Columbus Day	

*Good Friday shall be a full-day holiday provided teachers employed by the Arlington School Committee are not scheduled to work on Good Friday.

**41 & 45-week personnel are not eligible for Independence Day. 52-week employees shall receive as a paid holiday the day before Independence Day when Independence Day falls on a Tuesday and the day after Independence Day when Independence Day falls on a Thursday.

***The day before Thanksgiving shall be a half-day holiday on which administrative assistants may not leave earlier than 12:30 p.m. and shall not have a lunch period.

****New Year’s Eve and Juneteenth shall only be given as a holiday when they are observed during the work week.

Employees shall receive an additional day during the work year as a “floating holiday”. Such floating holiday is not restricted to any specific time of year; however, the prohibition against taking vacation days during the 15 days immediately prior to the school year would also apply to the floating holiday. The employee should request the floating holiday from his or her supervisor in the same manner in which the employee would request a personal day or vacation day. School Committee sanctioned holidays not provided in this agreement will apply to Unit C employees.

- B. Whenever one of the holidays enumerated in Section A falls on a Saturday, a working day off with pay will be arranged at the discretion of the employee’s supervisor.
- C. An employee shall be eligible for holiday pay as provided above, provided she/he shall have worked the last regularly scheduled work day prior to and the next regularly scheduled work day following such holiday.

**ARTICLE XII
VACATION**

All employees who have been in the continuous service of the School Committee for the periods specified below shall be entitled on July 1 to receive the vacation periods below, at such times as provided for in this Article:

Vacations for 52 week employees will be awarded prospectively on July 1st.

52 week employees will have vacation according to the following schedule:

Periods of Continuous Service	Amount of Paid Vacation
Five years or less	15 days
After completion of five years:	20 days
After completion of ten years:	25 Days

41 week employees who were hired prior to July of 2004 will have vacation according to the following schedule:

Periods of Continuous Service	Amount of Paid Vacation
Three years or less	10 days
At least three but less than six years:	13 days
At least six but less than nine years:	15 days
At least nine but less than twelve years:	18 days
At least twelve but less than fifteen years:	20 days
At least fifteen but less than eighteen years:	23 days
Eighteen years or more:	25 Days

41 week employees who were hired on or after July of 2004 will have vacation according to the following schedule:

Periods of Continuous Service	Amount of Paid Vacation
Three years or less	8 days
At least three but less than six years:	11 days
At least six but less than nine years:	12 days
At least nine but less than twelve years:	15 days
At least twelve but less than fifteen years:	17 days
At least fifteen but less than eighteen years:	19 days
Eighteen years or more:	21 Days

Note: An employee who is adversely affected by the revision of vacation time for the duration of this CBA shall continue to receive vacation time in accordance with Article XII of the 2007-2010 CBA.

- A. For purposes of computing an employee's vacation entitlement in steps b through e, a full year of continuous service shall be credited to an employee as of June 1 if the employee's anniversary date occurs after June 1, but on or before September 30.
- B. One week's vacation shall equal an employee's regularly scheduled weekly hours at a straight time rate. When a holiday as defined in Article XI falls within a vacation period, the employee shall be entitled to an extra vacation day.
- C. Employees are not to accumulate vacations from year to year but, under special circumstances, permission may be granted by an employee's supervisor to accumulate. Vacations may be taken throughout the year and shall be scheduled by an immediate supervisor in accordance with the needs of the school system but taking into account the desires of the employee. Employees shall not be required to find substitute coverage for their vacations. Subject to the needs of the employee's supervisor, an employee's length of service within a department (e.g. School) shall prevail in determining the scheduling of vacation. An administrative assistant who works for a supervisor who directly supervises students or works with students may take up to 50% of her/his annual vacation entitlement during the school year. All

other vacation time must be taken during school vacation periods or summer months when school is not in session. Employees shall notify their supervisor of vacation requested during the summer months 30 days in advance.

- D. In order to be eligible for a vacation, an employee must have worked 75% of the regularly scheduled hours for her/his position in the 12 months immediately preceding June 1. Employees who work less than 75% of such hours shall have their vacation pay prorated by dividing the number of hours worked by the number of available hours in the preceding 12 months. An employee who has been employed less than one year must have worked 75% of the regularly schedule hours available to her/him. Time for which an employee is paid shall be considered as time worked for purposes of this Article.
- E. Vacation pay for new hires will be prorated, based upon weeks worked per year.
- F. Upon termination of employment, the employee shall receive pro-rated payment to the amount of vacation pay she/he would have received had the termination not occurred, except for discharge for cause. If termination is caused by death, such payment shall be made to the employee's spouse or estate.

ARTICLE XIII OVERTIME

- A. Time worked in excess of 35 hours in a week shall be paid at the rate of time and one-half an employee's straight time rate. Work performed on Sunday or a holiday shall be paid twice the employee's straight time rate. By mutual agreement, an employee may, in lieu of being paid overtime, take an equal amount of time off from her regularly scheduled work hours.
- B. On any day when there is a declared "no school" for pupils because of weather emergency or other unavoidable condition, employees shall not report to work unless notified by administration. Those required to work shall receive compensatory time off.

ARTICLE XIV SICK LEAVE

- A. Employees shall be entitled to 1 ¼ days paid sick leave per month worked up to a total of 15 days annually for 52 week personnel, thirteen (13) days annually for 45 week personnel and 12 days annually for 41 week personnel.
- B. Employees who have exhausted their sick leave shall be entitled to use the projected

amount of sick leave allotted to them for that year (i.e., September to September). If an employee, who has “borrowed” sick leave pursuant to this provision, leaves the employ of the School Committee prior to having earned the sick leave so used, the unearned sick leave pay shall be deducted from the employee’s final check.

- C. Sick leave may be accumulated from year to year with no limit. An employee will be paid, at the time of her/his retirement, \$45 for each unused sick day above 50 days. There shall be no payment for the first 50 days of accumulated sick leave.
- D. Should an employee die while in the employ of the Committee, the sick leave buy-back benefit normally provided to an administrative assistant only upon retirement, shall be paid to his/her surviving spouse or designated beneficiary, or in the event that there is no surviving spouse or designated beneficiary, to his/her estate.
- E. Employees who do not report out sick more than four days during the fiscal year receive one additional personal day. In all cases, personal days for good sick leave record may not be accrued beyond one year with the date of their being credited.

ARTICLE XV SICK LEAVE BANK

As of September 1, 1977, a sick leave bank for use by the employees covered by this Agreement, who have exhausted their own sick leave and who have serious illness, was established.

As of September 1, 1977, and September 1, 1978, employees covered by this Agreement each contributed one (1) day of their annual sick leave in order to fund the bank. The bank shall be maintained at a minimum of one day per covered employee. A maximum shall be two days.

To become eligible for use of the sick bank, an employee must deposit one (1) day of his/her annual sick leave in the sick leave bank. All employees covered by this Agreement who have not previously deposited at least one (1) day to the bank must do so as of July 1, 2000. Every new employee will deposit one (1) day in the sick leave bank as of his/her first day of employment in the Arlington Public Schools.

The initial grant of sick leave by the sick leave bank committee to an eligible member shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of the need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of five (5) members. Two members shall be designated by the School Committee to serve at its discretion and three (3) members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank

and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Arlington School System.
4. Propriety of use of previous sick leave.

The response from the sick leave bank committee to the initial request shall be given within 10 work days from the time the initial request and all supporting documents have been received by the sick leave bank committee.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member. Such additional day will be deducted from the annual sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement.

All requests for and authorizations of sick leave, other than an employee's own accumulated sick leave, shall be pursuant to this Article.

ARTICLE XVI TEMPORARY LEAVES

Employees are eligible for the following paid leaves of absence in addition to sick leave:

Personal Leave:

Employees will be entitled to two days' paid leave of absence each year in order to transact personal business which could not be transacted other than during the employee's workday. Application for personal leave must be made in writing to the employees' supervisor and/or the Superintendent or designee at least 24 hours before taking such leave.

Bereavement Leave:

In the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandchild, or other member of the immediate household, an employee shall be entitled to up to five days' leave of absence without loss of pay to be taken at the time of death. Employees shall be entitled to one day's leave with pay in the event of the death of an employee's grandparent, brother-in-law, sister-in-law, uncle, aunt, niece or nephew, unless said relation is a member of the employee's immediate household, in which event the employee shall be entitled to the aforesaid five days.

Legal Proceedings:

An employee shall be eligible for time off with pay for appearance in any legal proceedings connected with the employee's employment except in the event the employee is the plaintiff and the School Committee is the defendant (if an employee is a grievant in the arbitration proceeding, she/he shall be eligible for time off), or in any other legal proceeding if the employee is required by law to attend, at the discretion of the Superintendent.

Serious Illness in the Immediate Family:

An employee is entitled to up to five days' leave at any one time in the event her/his presence is required to care for the serious illness (as defined in FMLA) of a member of her/his immediate family (child, parent or spouse). Unused leave shall not accumulate from year to year. Additional leave for this purpose may be granted at the discretion of the Superintendent of Schools. From day six (6) on, all days off to be deducted from sick days.

ARTICLE XVII EXTENDED LEAVE OF ABSENCE

Leaves of absence without pay may be granted at the discretion of the Superintendent. All benefits to which an employee was entitled at the time of his/her leave of absence, including unused accumulated sick leave, will be restored to him/her upon her/his return to work at the completion of his/her leave. Benefits will not accrue during such leave. At the completion of such leave, the employee will be assigned to his/her former position if it is available or occupied by a provisional employee or, if unavailable, to a substantially equivalent position.

ARTICLE XVII PERSONAL INJURY BENEFIT

If an employee is absent from work as a result of a personal injury caused by an accident or assault occurring within the scope of employment, s/he shall be paid for the difference in pay not covered by Workers' Compensation. This amount shall be charged and limited to the employee's accumulated sick leave.

For the first 20 days of absence each school year for which the employee is compensated under Workers' Compensation insurance, the personal injury benefit shall not be charged to the employee's annual or accumulated sick leave. Any personal injury benefits for absence beyond the first 20 days shall be charged and limited to the employee's annual or accumulated sick leave.

If an employee has exhausted his/her total accumulated sick leave due to an injury as defined in this Article, up to five additional sick leave days will be available to such an employee to compensate her/him for those sick days used under this Article, provided that the exhaustion of the sick days and the use of the sick leave pursuant to this Article occur in the same year (September to September).

**ARTICLE XIX
MISCELLANEOUS**

The policy on administration of First Aid in All Schools shall be as follows:

The school nurse is the primary provider of health care and first aid. The administration of emergency first aid and medication falls with the purview of the school nurse and in her/his absence, the Principal. Assuming neither the school nurse nor principal is present, the administrative assistant to the Principal shall contact the following in the order as indicated below until coverage is provided:

1. Assigned school nurse
2. On-call ½-time nurse
3. Head nurse
4. Rescue and parent

Under no circumstances shall administrative assistants dispense medication or psychotropic drugs.

**ARTICLE XX
LONGEVITY**

Employees who have completed at least 15 years of service in the Arlington School System will be entitled to a salary increase of \$750 over the applicable step in the existing salary schedule in the final year before retirement. In order to receive such adjustments, the employee must notify the Committee in writing of her/his intention to retire more than three (3) months prior to the date on which such retirement shall take effect. At least one (1) month prior to the effective date of retirement, the employee must submit satisfactory evidence to the Superintendent that the notice of retirement has been given to the appropriate Retirement Board. Failure to submit such evidence will result in the deduction of the amount paid pursuant to this Article from the succeeding paychecks.

All employees who have been in the continuous service of the Arlington School Committee for the periods specified below shall be entitled to receive an annual lump sum payment as indicated below:

Period of Continuous Service as of December 1:

At least 5 years but less than 10 years	\$ 600
At least 10 years but less than 15 years	\$1,150
At least 15 years but less than 20 years	\$1,350
At least 20 years or more	\$1,650

Effective July 1, 2020, the longevity amounts for periods of continuous service as of December 1

will be:

At least 5 years but less than 10 years	\$ 672
At least 10 years but less than 15 years	\$1,288
At least 15 years but less than 20 years	\$1,512
At least 20 years or more	\$1,848

Such payments will be made in a lump sum the first pay closest to December 1st.

Longevity pay for new hires and employees who were hired on or after July 1, 2004 will be prorated, based upon weeks worked per year.

ARTICLE XXI INSURANCE AND ANNUITY PLAN

- A. A health insurance plan will be provide by the employer. Details of the plan can be found in Appendix C.
- B. The Committee will provide to each Unit C employee a \$10,000 term life insurance plan of the type presently available to teachers.
- C. In order to provide a non-forfeitable tax sheltered annuity payable on retirement or termination of employment, an administrative assistant may contract with the Committee pursuant to Section 37 (b) of Chapter 71 of the General Laws of Massachusetts for purchase of such annuity as part of his or her/his employment compensation. The Arlington School Committee shall not be responsible for the payroll purchase of more than one annuity per person. Enrollment in a tax sheltered annuity plan shall be accomplished annually between September 1 and October 15.
- D. The School Committee will continue to offer a Section 125 plan (of the IRS Code).
- E. Unit members may participate, at their own expense, in the Town's Dental Plan. The plan is subject to the limitations outlined in Appendix C.

ARTICLE XXII STRIKES

The Association and members agree that they will not cause, sanction or take part in any strike, walkout, slowdown or work stoppage, nor will they authorize, encourage or incite any members individually or collectively, to cause to take part in such interruption of work during the period this agreement is in effect. Any employee who violates this provision shall be subject to discipline and/or discharge pursuant to state law.

The School Committee agrees that it will not lock out any employee in the bargaining unit during the period this Agreement is in effect.

ARTICLE XXIII GENERAL PROVISIONS

- A. The Committee and the Association agree that each has had a right to bargain for any provisions that it wished in the preparation of this Agreement.
- B. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, sex, nationality, age or marital status as provided law.
- C. The Association and School Committee shall share expenses for printing of contract and a copy shall be given each member.
- D. Discrimination and coercion: There shall be no discrimination by administration or other agents of the employer against any employee because of her/his activity or membership in the Association or by the Association because of an employee's inactivity in the Association.

ARTICLE XXIV SAVE AND SEPARABILITY

- A. Should any part of the Agreement or any portion thereof, as herein contained, be rendered or declared illegal, legally invalid or unenforceable by reason of existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such parts or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrence, the parties agree to meeting immediately, and if possible, to negotiate substitute provisions for such parts or portions, rendered or declared illegal or invalid. The remaining arts or portions shall remain in full force and effect.

ARTICLE XXV SCOPE

- A. It is agreed and understood between the Committee and the Association that this Agreement has been entered into between the parties as a result of the provisions of Chapter 150E of the General Laws of Massachusetts. In executing this Agreement, neither party to this Agreement has waived any rights accorded it under the General Laws of Massachusetts.
- B. This Agreement shall constitute a part of Committee policy, and the Committee will carry out the commitments contained herein and will take such legal actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

- C. The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Arlington, charged with the responsibility for the quality of education in, and the efficient and economical operation of the Arlington School System, it is acknowledged that the Committee has a final responsibility of establishing the educational policies of the public schools of Arlington.
- D. Nothing in this Agreement shall be deemed to derogate or impair the powers, right or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in this Agreement. Said powers will not be exercised in a manner inconsistent with the specific terms of this Agreement.
- E. As to every matter not covered by this Agreement, and except as modified by the provisions of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.
- F. No administrative assistant will be disciplined, discharged, or deprived of any rights or benefits or denied any professional advantages without just cause
- G. Pursuant to the provisions of M.G.L., c258, and subject to the limitations thereof, all bargaining unit members shall be indemnified and held harmless against any and all claims brought against them resulting from their acts which occur while acting within the scope of their employment by the Town of Arlington.
- H. If an administrator receives a complaint about an employee covered by this agreement and deems the complaint substantive, the administrator will bring the complaint to the employee's attention. The employee may respond in writing to any complaint conveyed to him /her by the administrator.
- I. There will be a 9-month probationary period for employees with the provision that discharge of employee within that period be without recourse to grievance procedure

**ARTICLE XXVI
SALARIES AND OTHER COMPENSATION**

The salaries for all employees covered by this Agreement are set forth in the Unit C Salary Schedule shown in the Appendix to this agreement.

Employees who are on the staff as of June 30, 2019 and who pass the three-part skill test by December 31, 2019 will receive an annual stipend of \$500. In the year that an employee passes the test, she/he shall receive a pro-rated amount, based on the fiscal

quarter she/he passed the test. Employees hired on or after July 1, 2019, and those who do not pass the test by December 31, 2019, are not eligible for this annual stipend.

All employees must receive their paychecks by direct deposit. There will be no hard copy pay stubs/pay advices. Employees will have online access to pay stubs through Employee Self Service or equivalent product. If any employee is receiving a hard copy of the paycheck as of July 1, 2019, that employee may continue to receive a hard copy and must pick up the paycheck in the payroll office.

ARTICLE XXVII SENIORITY/REDUCTION IN STAFF/RECALL

Seniority/Reduction in Staff

A. Seniority

1. Seniority is hereby defined as the length of continuous employment in the bargaining unit from the date of initial appointment. Part time employees' seniority shall be calculated on a pro-rated basis for actual hours worked. Seniority shall be lost by resignation, retirement, failure to return to the employ of the School Committee upon recall under this article, layoff exceeding eighteen (18) months, or termination for cause.
2. A seniority list will be provided to the Association by January 1 each year. It will be updated annually. The seniority list shall state employee's name, hire date and years of service.

The parties agree that in the negotiations for a successor agreement to this 2012-2015 agreement, they will discuss the issue of seniority lists and whether two lists remains appropriate for the unit.

B. Layoff

The Committee may reduce the number of Administrative Assistants in the bargaining unit, due to financial limitations, decreases in pupil enrollment, or changes in curriculum or reorganization. When the Committee does so, the procedures set forth in this article will govern the layoff and recall of Administrative Assistants who are affected by any such reduction.

1. When the School Committee reduces the number of positions in any classification, the effected Administrative Assistant may displace less senior administrative assistant(s) in the bargaining unit, provided that they have the necessary qualifications or skill set. Part-time employees shall not be eligible to displace fulltime employees.

2. In the event that the School Committee reduces the number of employees in the unit by layoff, the order of layoff shall be in reverse order of seniority with two seniority lists – one for accounting and the other for non-accounting personnel. In the event of identical seniority of two or more members in the unit, the Superintendent reserves the right to make the final decision regarding which employee should be laid off.
3. Reassignments of Administrative Assistant within classifications necessitated by a layoff will normally be made by the Superintendent within thirty (30) days of said layoff unless there are extenuating circumstances.
4. Administrative Assistants affected by reassignment will signify a willingness to accept the assigned position within seven (7) business days of receipt of said notification of assignment. Failure to accept said assignment within the above time limit shall be considered as a termination in service.

C. Recall Procedure

1. Recall shall be in the inverse order of layoff within the unit.
2. Employees who are laid off during the term of the Agreement shall be placed on recall list and shall be given preference for any subsequent vacancies, or new positions which an affected employee may have previously performed.
3. The period of recall shall be for eighteen (18) months after the effective date of layoff.
4. An employee returning as a result of recall will return to the same salary step held before the layoff and their seniority will continue to accrue.
5. An employee who is recalled to a classification that they are qualified to fill, and the position pays less than her/his previous position prior to the layoff, will have the option of accepting or declining the position. If the employee declines the position they shall continue on the Recall List for their time remaining.

Seniority shall be defined as the period of employment dating from employee's most recent date of hire in a position covered by the recognition clause of this Agreement. A seniority list will be provided to the Association by January 1 each year. It will be

updated annually. The seniority list shall state the employee's name, hire date and years of service.

In the event that the School Committee determines to reduce the number of administrative assistants in the unit by layoff, the order of layoff shall be in reverse order of seniority with two seniority lists – one for accounting and the other for non-accounting personnel. There shall be no distinction between 52-week and 41-week employees or between full-time and part-time employees.

The School Committee shall notify the Association as soon as it determines a reduction in force is necessary. An administrative assistant so affected by a reduction in staff shall be notified by June 15 whenever possible to be effective the following school year. However, in extenuating circumstances, notice will be given as soon as possible, but in no event fewer than two weeks.

There will be an 18-month recall period with the right to continue health insurance under COBRA.

ARTICLE XXVIII PROFESSIONAL DEVELOPMENT / COURSE REIMBURSEMENT

- A. Subject to the prior approval of the building principal or supervisor and/or the Superintendent or his/her designee, and the availability of funds, an administrative assistant covered by this agreement shall be allowed time with no loss of pay to attend work-related workshops, seminars, courses, conferences, or other professional development offerings directly related to their current position . The district will cover the cost of these up to \$1,000 per fiscal years. Administrative assistants will be required to present proof of attendance at such professional development offering.
- B. Any course, conference, or meeting attended at the request of the immediate supervisor, administrator or Superintendent shall be fully funded. Such funding shall include all costs incurred including mileage at the rate approved for all town employees. The employee shall be allowed to attend during her/his regular workday.
- C. Training required as a result of new technology or methods of operation will be provided and funded by the Arlington Public Schools. All members will be provided time as necessary for in- service training each year
- D. Unit C and the School Committee agree that appropriate training for new and/or additional job skills in order to improve or enhance work performance is in the interest of both parties. To that end, a joint committee composed of Unit C members appointed by the president of the AEA and designee(s) of the Superintendent will meet twice per year and additionally as needed, to determine and arrange for appropriate training as the need arises. The meetings shall be held during the work day (either when no students are in school or when substitutes shall be provided).

ARTICLE XXIX EVALUATION

A joint sub-committee of an equal number of representatives from each side shall meet to draft a proposal/instrument to be used for the evaluation of Unit C personnel. The proposal shall be tentative and subject to ratification by the full membership of Unit C and approval by the School Committee.

A. General Provisions

1. All observations of the work performance of an employee will be conducted openly and professionally, with the full knowledge of the employee. Employees will be given a copy of any evaluation report prepared by their superiors. Employees will have the right to discuss reports with their superiors.
2. Unit C employees shall be and are hereby granted full and complete access to their personnel files and all documents therein provided that advance notice is given.
3. No written material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file until the employee has reviewed the material, has had the opportunity to affix his/her signature to the material with the understanding that the signature in no way indicates agreement with the contents therein, and has had the opportunity to submit a written answer to such material. Any written answer submitted will be attached to the file copy.
4. Each employee of Unit C who is employed in a bargaining unit position for more than one (1) year shall receive an annual written evaluation no later than June 1 of each school year by the employee's principal or immediate supervisor. Each employee will be notified of whom their primary evaluator will be for that year. The evaluation form that is attached to this Agreement as Appendix C shall be used in the evaluation of an employee. The evaluation shall be discussed with the employee so that there may be understanding of the evaluation.
 - a. At the beginning of the school year, **each employee will be notified of whom their primary evaluator will be for that year.** All Administrative Assistants shall review with their respective immediate Principal/Supervisor their respective Job Descriptions and the Evaluation policy, process, and instrument to be used in evaluating their job performance.
 - b. A member of Unit C who has been employed in a bargaining unit position for less than one (1) year as of July 1 (September 1 for school year positions), shall be evaluated two (2) times by her/his immediate supervisor after the first three months of employment and by June 1. Written feedback will be

provided along with an opportunity to discuss the evaluation.

5. If an employee receives a Needs Improvement or Unsatisfactory in their overall rating, the employee's principal/immediate supervisor is required to explain the reasons under the comments section. A rating of Needs Improvement or Unsatisfactory with no explanation is without substance, therefore, the rating shall not be legitimate.
6. If an employee receives an overall rating of Needs Improvement or Unsatisfactory, the employee will be placed on an improvement plan. Upon receiving this rating, the Principal/Supervisor will notify the employee in writing that there will be a meeting, within 10 work days, to develop an improvement plan. The Supervisor will meet with the employee and a representative of the Association to develop that plan. Another administrator and/or HR may also be present.
 - A. The plan should be tailored to the individual situation, but at a minimum, the plan will state:
 1. How the employee's performance needs improvement or is unsatisfactory;
 2. Specific actions the employee must take to improve his/her performance
 3. Ways in which the District will provide support to the employee to help improve that performance.
 - B. Timeline:
 1. If an employee is rated overall as Needs Improvement, an improvement plan will be in place for 3 months.
 - a. The Supervisor will meet with the employee every 2 weeks to assess the progress toward improving performance.
 - b. At the end of 3 months following the implementation of the Plan, the Supervisor will meet with the employee along with the Association representative and HR. The Supervisor will determine, based on the criteria of the evaluation instrument and the content of the Plan, whether the employee has sufficiently improved to warrant the end of the Plan. Such improvement must enable the employee to be rated as Meets Expectations.
 - c. If the employee continues to need to improve, the Plan will continue for 3 month(s). The plan may be adjusted as necessary to improve performance and other ways the District will provide support.
 - d. If at the end of the additional 3 month period the employee has not yet

reached the level of Meets Expectations, the employee shall be placed in the Unsatisfactory category for the remainder of the evaluation cycle for that year. The Principal/Supervisor will identify other steps and actions necessary the employee must take to improve performance as well as other ways the District will provide support.

- e. If, at the end of the evaluation cycle for that year the employee has still not reached the level of Meets Expectations, the Arlington Public Schools may take additional action, including dismissal from employment for failure to meet performance standards.
2. If an employee is rated as unsatisfactory, an improvement plan will be in place for a minimum of three months.
 - a. The Supervisor will meet with the employee every two weeks to assess the progress toward improving performance.
 - b. At the end of three months following the implementation of the Plan, the Supervisor will meet with the employee, along with the Association representative and HR. The Supervisor will determine, based on the criteria of the evaluation instrument and the content of the Plan, whether the employee has sufficiently improved to warrant the end of the Plan. Such improvement must enable the employee to be rated as Meets Expectations.
 - c. If the employee continues to need to improve, the Plan will continue for another three (3) months. The plan may be adjusted as necessary at this time to identify other steps actions the employee must take to improve performance and other ways the District will provide support.
 - d. If at the end of the additional three (3) month period, the employee has improved, but has not yet reached the level of Meets Expectations, there may be one further one month extension of the Plan. The plan may be adjusted as necessary at this time to identify other steps actions the employee must take to improve performance and other ways the District will provide support.
 - e. If, at the end of the final month extension, the employee has still not reached the level of Meets Expectations, the Arlington Public Schools may take additional action, including dismissal from employment for failure to meet performance standards.

7. If an employee is to be disciplined or reprimanded by an Administrator, the employee may request that an Arlington Education Association representative be present, and the Administrator may request that a person who is not a member of the Arlington Education Association be present.
8. The Employee may furnish to the evaluator a written self-evaluation prior to his/her receiving his /her formal evaluation.
9. If concerns arise, they will be brought to the attention of the employee in a timely manner. The evaluation shall be made out in duplicate, one copy to be given to the employee and the original to be filed with the employee's records at the Central Office.

B. Evaluation Instrument is attached as Agree on the Evaluation Instrument attached to this Contract as Appendix D.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their authorized representatives.

ARLINGTON SCHOOL COMMITTEE

By: Elizabeth R. Edon
Chairperson, School Committee

Date: 9/8/2022

ARLINGTON EDUCATION ASSOCIATION

By: Juliana L. Keyes
AEA President

Date: 9/8/2022

APPENDIX A

Effective July 1, 2022:

Eliminate the 45 week employee classification. Combine 41 week and 52 week employees onto a single scale as indicated in the first table below, with initial step placement as indicated in the second table below. New hires can only be placed on unshaded cells on salary table.

*Unit C members employed in the Central Office who work in finance or with confidential materials, and who have completed five years or more of service, can move to step 10 with satisfactory annual evaluation recommendation step increase.

Step	Hourly	Daily	41-Week Annual	52-Week Annual
1	\$30.00	\$210.00	\$43,050.00	\$54,600.00
2	\$31.00	\$217.00	\$44,485.00	\$56,420.00
3	\$32.00	\$224.00	\$45,920.00	\$58,240.00
4	\$33.00	\$231.00	\$47,355.00	\$60,060.00
5	\$34.00	\$238.00	\$48,790.00	\$61,880.00
6	\$35.00	\$245.00	\$50,225.00	\$63,700.00
7	\$36.00	\$252.00	\$51,660.00	\$65,520.00
8	\$37.00	\$259.00	\$53,095.00	\$67,340.00
9	\$38.00	\$266.00	\$54,530.00	\$69,160.00
10*	\$39.00	\$273.00	\$55,965.00	\$70,980.00

Step placement effective July 1, 2022:

Current Class	Current Step	New Step Placement
1 - 41-Week	1	N/A
1 - 41-Week	2	N/A
1 - 41-Week	3	N/A
1 - 41-Week	4	N/A
1 - 41-Week	5	5
1 - 41-Week	6	6
2 - 52-Week	1	N/A
2 - 52-Week	2	2
2 - 52-Week	3	3
2 - 52-Week	4	5
2 - 52-Week	5	8
2 - 52-Week	6	9

Effective July 1, 2023: Increase the salary scale by 2.25% as follows:

Step	Hourly	Daily	41-Week Annual	52-Week Annual
1	\$30.70	\$214.90	\$44,054.50	\$55,874.00
2	\$31.70	\$221.90	\$45,489.50	\$57,694.00
3	\$32.80	\$229.60	\$47,068.00	\$59,696.00
4	\$33.80	\$236.60	\$48,503.00	\$61,516.00
5	\$34.80	\$243.60	\$49,938.00	\$63,336.00
6	\$35.80	\$250.60	\$51,373.00	\$65,156.00
7	\$36.90	\$258.30	\$52,951.50	\$67,158.00
8	\$37.90	\$265.30	\$54,386.50	\$68,978.00
9	\$38.90	\$272.30	\$55,821.50	\$70,798.00
10*	\$39.90	\$279.30	\$57,256.50	\$72,618.00

Effective July 1, 2024: Increase the salary scale by 2% as follows:

Step	Hourly	Daily	41-Week Annual	52-Week Annual
1	\$31.40	\$219.80	\$45,059.00	\$57,148.00
2	\$32.40	\$226.80	\$46,494.00	\$58,968.00
3	\$33.50	\$234.50	\$48,072.50	\$60,970.00
4	\$34.50	\$241.50	\$49,507.50	\$62,790.00
5	\$35.50	\$248.50	\$50,942.50	\$64,610.00
6	\$36.60	\$256.20	\$52,521.00	\$66,612.00
7	\$37.70	\$263.90	\$54,099.50	\$68,614.00
8	\$38.70	\$270.90	\$55,534.50	\$70,434.00
9	\$39.70	\$277.90	\$56,969.50	\$72,254.00
10*	\$40.70	\$284.90	\$58,404.50	\$74,074.00

APPENDIX B

The skill tests shall be as described below, conducted by Total Testing online testing service at www.totaltesting.com/admin

A passing score will be 85% on each of the following three tests

Excel test – Basics of Excel – 30 questions

Word test – Word 2000 Basic Skills – 30 questions

PowerPoint test – Basics of PowerPoint – 30 questions

1. Any member of the bargaining unit who acquires a score of 85% (26 correct answers out of 30 questions in each test) in skill tests designed by Total Testing online testing service in all three of the programs of Microsoft Word, Excel and PowerPoint will receive the salary enhancement immediately by adding the \$500 to the annual salary.
2. No employee who has taken and passed any of the skill tests will be required to re-take such test.
3. Each member of the bargaining unit on the staff as of June 30, 2019 will have the opportunity to take these tests in the School District's Computer Lab no later than December 31, 2019.
4. At any test session, a bargaining unit member will have the opportunity to take the test twice. Each bargaining unit member shall have the opportunity to take the test for five test sessions. It is understood that each time the test is administered for a particular program; it will not be identical to any prior version of the test. The cost the tests and their administration is fully borne by the School Committee.

APPENDIX C

Health Insurance Coverage: Amend Article XXI (*Insurance and Annuity Plan*) to reflect the following agreement of the parties during any interim period between the execution of this MOA and the Town transferring members/subscribers to the GIC pursuant to M.G.L. c. 32B, §§ 21 and 23:

The Town shall have the right to implement the following health insurance premium contributions changes at the Town’s discretion, but no earlier than December 1, 2011:

PLAN	Employee’s Premium Contribution Rate
Blue Cross Blue Shield (All Plans) Harvard Pilgrim & Other HOMs	25% without regard to members date of hire Employees who were paying 15% as of the date of this MOA shall pay 20%; all other employees shall pay 25%
Indemnity, PPO, POS & Other Plans All Plans	No change: Employees continue to pay 25% Employees hired on or after September 20, 2011 will pay 25%

No employee shall be eligible to enroll in the Blue Cross Blue Shield HMO if such employee was not enrolled in the Blue Cross Blue Shield HMO offered through the Town as of September 20, 2011.

Health Insurance Employee Premium Contribution Rates Upon Transfer to GIC: Amend Article XXI (*Insurance and Annuity Plan*) to reflect the following agreement of the parties with respect to employee premium contribution rates effective December 1, 2011. This provision is expressly conditioned on, and subject to, the agreement of the GIC to accept the Town into the GIC effective January 1, 2012:

PLAN	Employee’s Premium Contribution Rate
Indemnity Plans	25%
PPOs & POS Plans	20%
HMOs	15%
All Plans	Employees hired on or after December 1, 2011 shall pay 25%

If after successfully transferring members/subscribers to the GIC pursuant to G.L. c. 32B, §§ 21 and 23 the Town transfers employees out of the GIC any time after the term of this agreement, the employee premium contribution rates shall be as follows:

PLAN	Employee’s Premium Contribution Rate
HMOs	15%
All other plans	25%
All Plans	Employees hired on or after December 1, 2011 shall pay 25%

If the Town is not accepted for entry into the GIC for January 1, 2012, the employee premium contribution rates shall be as follows:

PLAN	Employee's Premium Contribution Rate
Blue Cross/Blue Shield (all plans)	25% without regard to date of hire
Harvard Pilgrim HMO	20% for employees hired before July 1, 2011 25% for employees hired on or after July 1, 2011
All Plans	25% for employees hired on or after July 1, 2011

Conditional Salary Increase: If the condition in paragraph 4 is met (i.e. GIC accepting the Town effective January 1, 2012), Appendix A Salary Tables shall be amended to reflect a one percent (1%) increase to the salary table effective upon the 91st day of 2011-2012 school year.

Opt-Out Program: For all benefit eligible subscribers enrolled on the Town's health plans on or before July 1, 2011, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days' notice to the AEA President and Unit C Chair in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.

Flexible Spending Account: The Town will continue to provide a flexible spending account program (i.e. "Section 125" plan). The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement (June 30, 2012). The program shall include a voluntary debit card system the fee for which shall be the responsibility of the employee. Employees may set aside funds up to the maximum amount permitted by the Patient Protection and Affordable Care Act (PPACA) but not more than \$3,500.

Voluntary Dental, Re-bid and Administration: The Town shall administer, including administration of a new request for proposal as appropriate, a voluntary dental plan that will be available to eligible subscribers; eligible subscribers will pay one hundred percent (100%) of the premiums. Active employees will have the benefit of pre-tax deductions through payroll. Provision of the voluntary dental plan is contingent on maintaining the required level of enrollment as determined by the Insurer. Eligible subscribers who enroll in this voluntary dental plan will be ineligible to re-enroll in said plan should they elect to drop dental coverage, however, if they have a qualifying event they may rejoin no sooner than two years after dropping coverage.

Health Reimbursement Arrangement: Upon the exhaustion of the EHMf funds for the Health Reimbursement Arrangement (HRA) created by the September 2011 Memorandum of Agreement between the Town and the M.G.L. c. 32B, §§ 21/23 Public Employee Committee, the Town shall fund the HRA (including the third party administrator fee) in an annual calendar year amount of

\$200,000. The HRA will be available to all employees on the Town's active health plans. The terms of the HRA shall be determined by the Town after consultation with the Health Insurance Advisory Committee. Any balance in the Town-funded HRA at the end of each year shall revert to the Town. Claims by subscribers for reimbursement shall be made on a first come first serve basis as determined by the third party administrator. When the HRA maximum amount is \$10,000 or less, the Town shall notify the AEA President and provide an electronic notice to those subscribers who provide an email address to the Personnel Department.

Acknowledgement that the School Committee has Fulfilled its Bargaining Obligations.

AEA acknowledges and agrees that the School Committee has fulfilled all bargaining obligations, including but not limited to any bargaining obligations pursuant to M.G.L. c. 150E, it may have had regarding the implementation of health insurance coverage and employee premium contribution rate changes set forth in paragraphs #3 and #4 above.

Acknowledgement that GIC will Determine Dollar Amount of Copayments, Deductibles and other Cost Sharing Plan Design Features.

Upon the transfer of members/subscribers to the GIC pursuant to 32B, §§ 21 and 23, the GIC will determine the dollar amount of copayments, deductibles and other cost sharing plan design features for members/subscribers. This provision shall replace the provisions on Health Insurance in the parties' collective bargaining agreement, Article XXI. The AEA acknowledges and agrees that there is no inconsistency between this 2011-2012 collective bargaining agreement and changes that will occur to health insurance benefits upon the Town transferring members/subscribers into the GIC pursuant to M.G.L. c. 32B, §§ 21 and 23. Accordingly, the AEA acknowledges and agrees that no delay in implementation of the transfer to the GIC is required by Section 4 of Chapter 69 of the Acts of 2011.

Appendix D: EVALUATION INSTRUMENT

Arlington Public Schools Administrative Assistant, and other AEA Unit C Employees

Each employee shall receive a copy of the written evaluation followed by a conference with the evaluator.

Meets Expectations	Performance fully meets all established standards and expectations, and the employee is regarded as a good performer. Performance is considered stable and skilled and may exceed some expectations for the position.
Needs Improvement	Performance meets minimum established standards and expectations and occasionally falls below minimum expectations. Performance is characterized as “just getting by”. This level of performance requires improvement that should be noted on the performance review form.
Unsatisfactory	Performance does not meet minimum standards and expectations. Performance is unacceptable and may be reason for termination. This level of performance requires implementation of a written corrective action plan to ensure that performance improves within agreed upon time frames. Failure to improve performance may result in termination of employment.

EVALUATION FORM

NAME: _____

SCHOOL/DEPARTMENT: _____ POSITION: _____

1. Knowledge of job

The employee has acquired and is maintaining the technical skills and knowledge required for the position. The employee seeks new ways to perform the functions of his/her job.

_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

Comments:

2. Initiative

The employee will work independently. The employee plans and organizes work effectively.

_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

Comments:

3. Communications

The employee clearly communicates both verbally and in writing with his/her supervisor and others. The employee keeps his or her supervisor well informed, listens effectively, and shares work-related information with others.

_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

Comments:

4. Confidentiality

The employee understands and demonstrates the importance of confidentiality in the workplace. The employee exercises discretion in interactions with colleagues, other staff, parents, and the community.

_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

Comments:

5. Quality of Work

Work quality is up to the standard expected in terms of accuracy, thoroughness, appearance and consistency. Work should be neat and presentable. Quality is consistent, even under pressure.

_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

Comments:

6. Time Management

Does employee use time effectively? Does the employee meet deadlines in a timely manner?

_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

Comments:

7. Technology

The employee uses technology effectively in his/her work. The employee is able to adapt to new technology. The employee keeps up to date and takes advantage of technology training.

_____	Meets Expectations
_____	Needs Improvement
_____	Unsatisfactory
_____	N/A (if training was not provided in a timely manner)

Comments:

8. Professional Development

The employee takes advantage of professional development.

_____	Meets Expectations
_____	Needs Improvement
_____	Unsatisfactory
_____	N/A

Comments:

9. Punctuality/Attendance

The employee is on time to work and attendance is regular and consistent. Absences are planned and approved in advance whenever possible.

_____	Meets Expectations
_____	Needs Improvement
_____	Unsatisfactory

Comments:

OVERALL RATING

_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

Comments:

COMMENDATIONS AND/OR RECOMMENDATIONS:

PROFESSIONAL GROWTH: (List all courses, workshops, professional meetings, conferences and other staff development opportunities.)

Signature of Evaluator:

Date: _____

Employee's Signature:

Date: _____

Employee's Comments (Employee may attach additional comments on separate sheet)