

Auburn Public Schools  
Auburn, MA

AGREEMENT

BETWEEN THE

AUBURN SCHOOL COMMITTEE

AND THE

SCHOOL SECRETARIES OF AUBURN


2023-2024

2024-2025

2025-2026


This agreement has been executed by duly authorized representatives of the Auburn School Committee and the Auburn School Secretaries and entered into on this Tuesday, the 14<sup>th</sup> day of February in the year 2023.

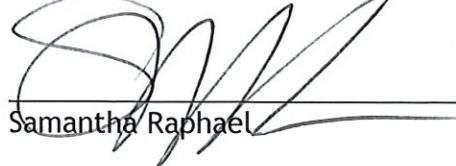
For the Auburn School Committee:

  
\_\_\_\_\_  
Jessie Harrington, Chairperson

  
\_\_\_\_\_  
Meg McCrillis, Vice Chair

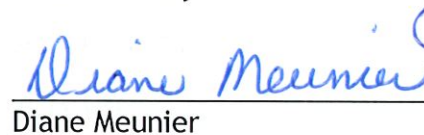
  
\_\_\_\_\_  
Gail Holloway

  
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Brooke Wrenn

  
\_\_\_\_\_  
Samantha Raphael

Secretarial Members:

  
\_\_\_\_\_  
Denise Landry

  
\_\_\_\_\_  
Diane Meunier

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## PREAMBLE

Recognizing that our prime purpose is to provide secretarial services of the highest possible quality in support of the educational program for children of Auburn and that good morale within the secretarial staff of Auburn is essential to the achievement of that program, we, the parties of this Agreement declare that:

1. Under the laws of the Commonwealth of Massachusetts, the Auburn School Committee as elected by the citizens of Auburn has final responsibility for establishing the educational policies of the public schools of Auburn and in all matters not expressly noted in this contract;
2. The Superintendent of Schools of Auburn (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established;
3. The Auburn Secretarial Association has the responsibility for providing the supporting secretarial services in the public schools of Auburn which will result in a full instructional program of the highest possible quality;
4. To give effect to these declarations, the following principles and procedures are hereby adopted.

## ARTICLE I RECOGNITION

The Auburn School Committee (hereinafter referred to as the Committee) recognizes for purposes of collective bargaining the School Secretaries of Auburn as their exclusive representative.

The bargaining unit for Secretaries shall include all secretaries, and other office employees of the Auburn School System, exclusive of the Administrative Assistant to the Superintendent, Secretary to the Assistant Superintendent/Director of Pupil Services, the Payroll Business Assistant, the Accounts Payable Business Assistant, all Instructional Assistants, temporary and/or part-time personnel, substitutes and other employees who may perform similar tasks as a minor part of their other assigned duties.

Any and all part time secretarial positions will obtain and accrue benefits on a pro-rated basis as a percentage of their category of hire.

## ARTICLE II NEGOTIATION PROCEDURE

### ***1. Committee Prerogatives:***

The parties recognize that the Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Auburn in all their aspects, including but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in the judgment of the committee will best serve the interests of the Town of Auburn; to give the children of Auburn as nearly equal advantages as may be practicable; to advise the Town as to the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer all employees; to suspend or dismiss any employee of the schools in the manner provided by statute or applicable rule; to designate the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to prepare and submit budgets to the Town Meeting and, in its sole discretion, to expend monies appropriated by the Town for the maintenance of the schools and to make such transfers of funds, within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement. No action taken by the Committee with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this agreement.

## **2. Joint Function:**

No later than November 15<sup>th</sup> of the calendar year preceding the year in which the current in-force Agreement expires, the committee agrees to enter into negotiations with the Secretaries with regard to a successor agreement. During negotiations, the Committee and the Secretaries will exchange pertinent information and arrange mutually satisfactory procedures. Such negotiations shall be conducted in a good-faith effort to reach agreement concerning wages, hours and other conditions of employment.

- Any future agreements reached with the Committee will be reduced to writing, will be signed by the Committee and the Secretaries, and will become an addendum to this Agreement.
- The duration of this agreement shall include the school years 2023-2024, 2024-2025 and 2025-2026. During the effective time span of this agreement, any and all articles may be opened for negotiations only by mutual agreement and subject to the conditions noted for negotiations in this article.
- If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## **ARTICLE III WORK DAY AND WORK YEAR**

### **1. Work Day:**

The regular hours of employment shall be 37 ½ hours per week and shall be the same for all secretarial personnel. The Superintendent may make adjustments in the total number of hours based on dissimilar job responsibilities or for part-time arrangements. However, any reduction or increase in the work hours of a part-time or full-time secretary may be appealed to the School Committee by the person involved.

Up to 20 hours per secretary will be available, per school year, to be used with the prior approval of the building principal, during especially busy times.

On staff meeting days, one building secretary from each school will be required to stay to cover for bus and/or parent calls if required by the building principal. A time sheet should be submitted for this additional time. Staff meeting coverage time sheets will be in addition to the 20 hours.

The work week shall be divided over five (5) working days and shall include a duty free lunch period of thirty (30) minutes.

An adjustment of the work day may be made during the summer recess in keeping with established practice.

Employees shall be compensated at the rate of time and one half (1½) their regular rate of pay for authorized overtime work in excess of forty (40) hours per week.

## 2. Work Year:

Assignment letters will annually state the first required day for each secretary to begin work based on the calendar and the secretary. A full year for vacation and sick leave credit shall be considered as being July 1<sup>st</sup> to June 30<sup>th</sup>. A secretary hired after July 1st of any given year will have her sick or vacation time pro-rated for that year.

- A. All secretaries shall be assigned initially by the Superintendent to one of the major categories of secretarial positions as noted below:
- B. Category A: the work year for secretaries assigned to this group shall be 261 days including: the school day calendar as approved or adjusted by the School Committee, fifteen(15) holidays as named in Section D.
- C. Category B: The work year for secretaries assigned to this group shall be:
  - o Work year is 233 days
  - o 180-day school calendar
  - o Nineteen(19) work days before the school year starts
  - o Ten(10) work days after the school year ends
  - o Five(5) days paid for Christmas vacation week
  - o Will work a total of four(4) days during February or April vacation as agreed upon with the building administrator. The four(4) days worked can also be split between April and February vacation as agreed upon with the building administrator.
  - o Will work two(2) staff development days (will be released for one(1) staff development day by the building principal
  - o Paid for thirteen(13) holidays listed in Section D
- D. Category C: The work year for secretaries assigned to this group shall be:
  - o Work year is 215 days
  - o 180 school year calendar
  - o Twelve(12) days before the school year starts
  - o Five(5) work days after the school year ends
  - o Five(5) days paid for Christmas vacation
  - o No work during February vacation or April vacation
  - o No work on staff development days during the 180 day calendar school year
  - o Will work any professional development days prior to the start of the 180 day calendar school year as part of their scheduled twelve days(12) prior
  - o Category C secretaries may be asked to work during the summer for up to thirty-two and one-half (32 ½) hours with the secretary being paid at her normal hourly rate. The days and times such work is to be conducted shall be mutually agreed to by the secretary and building principal.
  - o Paid for thirteen(13) holidays listed in Section D
- E. Secretaries shall not work in a building without another individual being present.

F. On days when schools operate on a delay-day basis, secretaries will report to work one hour before students arrive in the building or, for secretaries not in a school, one hour after their usual arrival time. However, if the secretary has difficulty arriving at this time due to poor road conditions, the secretary will not be penalized.

G. When the school district building in which the employee works is closed due to severe inclement weather or on some other emergency basis, the 10 and 11 month secretaries will work on the make up day and will be paid a flat rate of \$40 per day.

H. Secretaries will be paid \$40 after one (1) hour, exclusive of lunch coverage, for the School Nurse.

### 3. Vacation:

Vacation entitlement shall accumulate for Category A employees after the initial first year of employment according to the following schedule:

<u>Period of Employment</u>	<u>Vacation Schedule</u>
0 to 1 year	no vacation
1 year from date of employment to 4 years	2 weeks
5 years to 9 years	3 weeks
10 years to 14 years	4 weeks
15 years and over	5 weeks

- a. Vacation years are credited from the anniversary date of initial full-time employment. One week of vacation time shall be equal to five (5) work days.
- b. Vacation entitlement shall be computed on July 1<sup>st</sup> of each school year according to the schedule noted above after the initial year of employment. Periods of employment shall be given full vacation entitlement credit on the transfer of a Category C employee to a Category A or Category B status.
- c. All days of entitlement shall be used between July 1<sup>st</sup> and June 30<sup>th</sup>. Vacation days are not cumulative from one school year to another.
- d. Personnel who are entitled to three (3) or more weeks of vacation shall take at least one week of their vacation time during the school year calendar. Personnel who are entitled to five (5) weeks of vacation shall take at least two (2) weeks of their vacation during the school year. This is not intended to limit a secretary's use of her/his vacation time, but rather to ensure that ample building coverage is provided. No secretary shall take more than two (2) consecutive weeks of vacation without prior written approval of the Principal and Superintendent. For special circumstances, a request for three (3) weeks of consecutive leave time will not be unreasonably denied. Requests for vacation time shall be submitted to the Principal and Superintendent for their approval.

An exception to vacation procedures may be made if the request for an exception is submitted in writing and approved by the Superintendent of Schools.

- e. Category B & C secretaries will receive five (5) days pay during the Christmas recess.
- f. Category B & C employees will receive additional vacation time beyond time described above as follows:

<u>Period of Employment</u>	<u>Additional Days</u>
5 years to 9 years	2 days
10 years to 14 years	3 days
15 years to 19 years	4 days
20 years and over	5 days

A secretary may request to carry over five (5) days or less of vacation leave from the previous year. This is subject to the Superintendent's approval.

#### 4. Holidays

All members of the bargaining unit will have the following thirteen(13) holidays:

Friday prior to Labor Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	Presidents' Day
Thanksgiving	Patriots' Day
Day after Thanksgiving	Memorial Day
*Juneteenth	

\*Juneteenth (is not celebrated as a work holiday if on Saturday or if it occurs after the school year ends.)

The normal work day for the day before Thanksgiving will be defined as a total of four (4) hours unless there is no school on that day per the school committee approved calendar. This will include, as applicable, thirty (30) minutes after students are dismissed.

In addition, Category A secretaries will have July 4<sup>th</sup> and the day after Christmas. Total holidays for Category A secretaries is fifteen(15).

### ARTICLE IV ASSIGNMENT AND TRANSFER

1. Except in emergencies, secretaries will be notified in writing as to any changes in their assignments at least fifteen (15) calendar days in advance of the effective date of transfer.



2. In emergency situations, it may be necessary to temporarily assign a secretary to fill another secretarial assignment within the district.
3. Voluntary changes in assignment will be contingent upon the best interests of the entire school system. The following criteria will be given careful consideration:
  - a. The areas of competence of the candidate in relation to the vacant position.
  - b. The length of service of the applicant.
4. When a member of the secretarial staff is required by the nature of her assignment to travel from one school to another during the school day, she will receive the normal mileage allowance for all inter-school driving.

#### **ARTICLE V VACANCIES**

- A. Whenever any vacancy in a promotional position, in a new position, or in an existing position occurs, the position vacancy will be publicized by means of a notice placed on the bulletin board in every school.
- B. During the months of July and August, written notice will be given to the elected representative of the Secretaries' Association.
- C. The committee may leave a position vacant but is required to give notice of any position it does not intend to fill.
- D. The Secretaries will have 5 calendar days to apply for any posted internal position. The District may also post the job externally 2 calendar days after the internal posting is released. Internal candidates will be granted an interview for any position they apply for if they meet the posted qualifications. The position will not be filled until after the five calendar day application window for internal candidates closes.
- E. On filling such vacancies, careful consideration will be given to qualified secretaries already employed by the committee.

#### **ARTICLE VI USE OF SCHOOL FACILITIES**

The secretaries will have the right to use a school building without cost if custodians are on duty. Reasonable notice will be given to the Principal of the building in question concerning the time and place of such meetings. Other current Policies and Procedures as established by the committee for the use of school facilities shall be observed.

## **ARTICLE VII EVALUATION**

The Committee and the Secretaries agree that the evaluation of performance is essential to the continuing improvement of individual members of the Secretaries' Association.

- A. Secretaries will have the right to review the contents of their personnel file.
- B. Each secretary will be evaluated annually using the performance evaluation form as agreed upon by the School Secretaries of Auburn and the Auburn School Committee. This review will be accomplished by the Secretary's immediate supervisor.
- C. Each secretary will be given a copy of the written evaluative reports prepared by her immediate supervisor and will have the right to submit a written response to any material placed in her folder. A copy of such a response shall be reviewed by the Superintendent of Schools.
- D. Any formal or written complaint made by any parent, student or other person will promptly be brought to the attention of the Secretary involved.
- E. No secretary who has completed his or her probationary period will be disciplined without good cause.
- F. The Committee retains the right to discharge secretarial personnel in accordance with its established policy.

## **ARTICLE VIII PROBATIONARY PERIOD**

A newly appointed secretary will serve a probationary period of six (6) months of active service, computed from the first day of work. The Superintendent/Principal may discipline or dismiss a secretary at its discretion during the probationary period, and such discipline or dismissal will not be subject to grievance or arbitration.

A job transfer for a secretary currently employed does not qualify as a new hire, and therefore, is not subject to a probationary period. An employee who transfers into their bargaining unit from another unit will be subject to a probationary period as defined above.

## **ARTICLE IX LEAVES OF ABSENCE**

The School Committee and the School Secretaries Association recognize that there may arise from time to time situations beyond the control of an employee that require his or her absence during the period when school is in session.

a. Sick Leave

Sick leave will be used in the event of personal illness wherein the individual is unable to perform her usual duties as a direct result of illness. The temporary leave of absence with pay proves the remedy for such situations. Each employee shall be entitled to:

1. Category A secretaries (12 month) will be entitled to accrue sick leave at the rate of 15 days per year. Category B secretaries (11 month) will be entitled to accrue sick leave at the rate of 14 days per year. Category C (10 month) will be entitled to accrue sick leave at the rate of 13 days per year.
2. Sick day entitlement shall be available to new employees immediately after entry into active service. Sick day allowance will be prorated as of their employment date.
3. Employees of a previous year are entitled to sick leave even if they are unable to begin active service at the start of school if their late entrance is due to personal illness. A doctor's note in this case shall be required.
4. Unused sick leave may be accumulated up to a total of one hundred ten (110) days.
5. The granting of sick leave shall be subject to the following provisions:
  - a. At any point in time a request for sick leave may be investigated by the principal or superintendent/designee. A doctor's report may be required and approval is discretionary.
  - b. A secretary may be required to provide a doctor's note/certificate for any day of absence beyond the fifth day in the school year. Failure to do so may result in a salary deduction and disciplinary action.
  - c. Sick leave may not be used to extend a vacation or holiday period.

b. Personal Leave

All members of the bargaining unit shall be entitled to three (3) personal days with pay in accordance with the following:

- 1) Reasons for personal leave shall be:
  - a) Religious reason
  - b) Personal business
  - c) Household/family reason
  - d) Medical reason
- 2) The administration shall be entitled to determine approval/disapproval of each request based on contractual provisions. This shall include questions listed below:
  - a) Could the purpose, event, appointment, et al of the personal day be scheduled during non-school time?
  - b) Is the member to receive non-school compensation during personal day time?
  - c) Is the personal day an extension of a holiday/vacation purpose?
- 3) A written notice, submitted forty-eight (48) hours in advance and citing a valid reason and the circumstance(s) for the leave will be required before an approval can be given for one of the three days. The Superintendent may waive the forty-eight (48) hour notice requirement in extraordinary circumstances that would preclude the possibility of providing such notice.

C. Family Medical

A secretary may be granted up to three (3) days absence per work year from sick leave to care for an immediate family member who is seriously ill or injured. An immediate family member is defined as a spouse, parent, child, step-child, or person living in the household. A seriously ill or injured person is defined as "any person under the care of a doctor who has been confined to a home or hospital with a serious medical condition." Additional rights to leave for family medical reasons are covered in the District's FMLA policy.

D. Bereavement Leave

In the event of a death in the immediate family of a secretary, she shall be granted leave with pay in the amount of five (5) working days and such leave shall not be charged to sick leave or vacation leave. Immediate family is defined as spouse, child, step-child, father, mother, sister, brother, grandchildren.

She shall be granted leave with pay in the amount of three (3) working days and such leave shall not be charged to sick leave or vacation leave for grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, and sister-in-law, or relative living in the secretary's household. She shall be granted two (2) working days for aunt, uncle, cousin, niece, and nephew.

E. Jury Duty

A secretary shall be granted temporary leave of absence for jury service. The School Committee will pay the secretary's full salary for the first three (3) days of jury service. If a secretary is required to serve more than three (3) days of jury service, the School Committee will make up the difference between jury pay, excluding the travel allowance, and the secretary's regular salary.

The Secretary, upon receipt of notice, will immediately inform her Principal of her call to jury duty and submit a request for leave form along with the summons to jury duty.

A Juror Service Certificate must be presented to the superintendent upon receipt for verification of wages earned.

F. Misuse of Any Temporary Leave of Absence

Any misuse of any temporary leave of absence specified in this Agreement will be considered a major breach of ethics and will be treated as such by the Committee and the Association. The Committee will consider any such misuse as fraud and will take the appropriate disciplinary action that shall not be subject to the grievance procedure.

G. Parental Leave

A full-time or part-time employee who has completed the probationary period will be entitled to a parental leave of absence of eight (8) weeks, without pay, for the purpose of the birth or adoption of a child, in accordance with the Massachusetts Parental Leave Act, Chapter 149, Section 105D. Except in the case of emergency, a request for leave shall be made as soon as practicable, and in no event later than two (2) months in advance of the commencement of the leave, and must include notice of intent to return. Upon return to work, the member will be restored to her/his previous position or a substantially similar position. If an employee has

accrued sick leave or vacation credits at the commencement of her parental leave, she may use the leave credits for which she is eligible under sick leave and vacation.

- H. The Superintendent may grant an unpaid leave of absence upon application by the employee and approval of the School Committee.

#### **ARTICLE X ACCIDENT BENEFITS**

1. Whenever a secretary is absent from school as a result of personal injury caused by an assault arising out of and in the course of her employment, she shall be paid her full salary up to one calendar year less the amount of any Worker's Compensation award made for temporary disability due to said injury. Such absence shall be charged to annual sick leave or accumulated sick leave. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.
2. In the case of absence as a result of personal injury resulting from an accident arising out of or in the course of her employment, she shall be allowed full pay minus whatever Worker's Compensation payments she may receive for the first thirty (30) calendar days which shall not be deducted from her accumulated sick leave allowance. If a secretary is absent for this cause beyond thirty (30) calendar days she will continue to receive a regular school pay minus Worker's Compensation payments to the limit of accumulated sick leave allowance. The Committee reserves the right to require a physical examination by a physician of the Committee's choosing.
3. An employee who is on Worker's Compensation (or Injured on Duty) status for a period of more than three (3) consecutive months will not be entitled to earn vacation or sick leave for the period of time that the employee is on Worker's Compensation (or Injured on Duty) status after the three months.

#### **ARTICLE XI EXTENDED RETIREMENT BENEFITS**

1. Secretaries who are employed by the Auburn Public Schools will be offered the following retirement option plan beginning September 1, 1986:
  - a. Secretaries who intend to retire shall submit in writing six (6) months prior to the effective date of retirement a letter of intent to retire. Exceptions to the six month notification requirement may be made or waived at the discretion of the Superintendent of Schools.

- b. A member of the Auburn School Secretaries Association after 10 years of service and retiring at age 55 or older, may take advantage of the following retirement option plan:

\$25.00/day for 80% of unused sick days for secretaries employed as of June 30, 2020.

## ARTICLE XII GRIEVANCE PROCEDURE

### 1. Introduction

- a. It shall be the firm policy of the Committee to assure every person an opportunity to have the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to her employment status.
- b. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the salary or working conditions of persons provided for in this agreement.
- c. Noting herein contained will be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

### 2. Definition

A grievance is defined as a complaint by the Association or by the Employer alleging a violation of a specific provision of this contract.

### 3. Waiver

Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of the Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

### 4. Step I

The matter will then be reduced to writing by the grievant showing which Article and Section of Sub-Section of this Agreement has been violated, with a brief description of the nature of the grievance. A copy of the grievance will be given to the Representative of the Secretaries' Association with a copy to the Building Principal and/or the Superintendent.

The grievance will be filed with the Building Principal and/or the Superintendent within seven (7) working days of the occurrence of the grievance or when the grievant should have reasonably acquired knowledge of the incident giving rise to the grievance.

#### Step II

Upon receipt of the written grievance, the Superintendent or her designee and the Representative of the Secretaries' Association will arrange for a mutually satisfactory time and place to meet and attempt to resolve the dispute within a limit of seven (7) working days from the time of receipt of the copy of said grievance. A written decision will be rendered within five (5) working days of the date of the meeting.

#### Step III

If the dispute is not resolved at Step 2, the issue in question will be submitted in writing within ten (10) working days from the date of the Step 2 meeting. Upon receipt of the written request, the School Committee will arrange for a mutually satisfactory time and place to meet and hear the grievance within a limit of twenty (20) working days from the time of receipt of the written request for a meeting. A written decision will be rendered within ten (10) working days of the date of the meeting.

#### Step IV

If the dispute is not resolved at the aforesaid meeting, the issue in question shall be submitted to arbitration forthwith by either party as herein provided and no later than ten (10) days from the date of the receipt of the decision.

The employer and the association shall endeavor to select a mutually satisfactory arbitrator. If agreement upon an arbitrator cannot be reached, then the party desiring arbitration may request the American Arbitration Association to submit a panel of arbitrators and an arbitrator will then be selected in accordance with the usual rules and practices of the American Arbitration Association. Cost of arbitration shall be borne equally by the parties involved. The arbitrator shall have no authority to add to, subtract from, or otherwise change, delete or modify any provision of this agreement.

5. The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:
  - a. The arbitrator shall make no award for a grievance initiated prior to the effective date of the article.
  - b. The arbitrator shall only interpret such items and determine such issues as may be submitted to him by the written agreement of parties.
  - c. Grievances may be settled without precedent at any stage of the procedure until issuance of a final award by the arbitrator, upon mutual agreement.

**ARTICLE XIII  
NO STRIKE CLAUSE**

The Association agrees that it will not engage in a strike or induce, encourage or condone any strike, work stoppage, slow-down or withholding of services in the Auburn School System. Should there be a violation of this Article, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before work has been resumed, unless by mutual consent.

**ARTICLE XIV  
SAVING CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group or employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties shall at that time enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE XV  
STABILITY OF AGREEMENT**

The failure of the School Committee or the Association 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 by the Committee or the Association of any such Term or Condition, and the obligation of the Committee and the Association to such future performance shall continue in full force and effect.

**ARTICLE XVI  
REDUCTION IN FORCE**

Lay-Off Procedures is the process by which one or more members of the School Secretaries of Auburn (SSA) are laid off. The Auburn School Committee and Auburn Secretarial Association agree that the primary consideration in Lay-off shall be a balance between the maintenance of sound supportive services which are consistent with the functions and responsibilities of the School Committee and the retention of SSA members based on seniority. These procedures do not change or modify conditions already noted in the current ASC/SSA Agreement.

If it becomes necessary to reduce the number of SSA members, such reduction shall be accomplished in order of least seniority in the Auburn School System and shall apply to all active members according to their classification. Those members who have the least seniority shall be laid off first.



## SENIORITY

Seniority shall be determined by a member's length of uninterrupted service in years, months, and calendar days as a member of the SSA in the Auburn School System as determined first, by the initial date of service, and if these be equal, second, from the date of the letter of notification of employment.

- Except for military leave, a member on leave of absence shall be considered as an active member for the purpose of lay-off.
- Only those leaves of absences granted for less than one year and military leaves shall be credited towards seniority.
- All other authorized leaves shall not interrupt service but shall not be credited toward seniority.
- When it becomes necessary to reduce the number of members by lay off, such reduction shall be accomplished in the order of least seniority by classification in the Auburn School System.

## CLASSIFICATION

For the purpose of lay-off, each member shall be assigned to one seniority list on the basis of their date of hire.

Lay-off notices will be sent to each member according to his/her seniority.

## RECALL

Members who are laid off will be considered for re-employment during the school year they are laid off plus the following school year, and they will be considered in reverse order of layoff to fill openings as such openings arise.

- Members shall be given the opportunity to fill any open position subject to requirements as previously noted.
- It shall be the responsibility of the secretaries who are laid off to notify the School Department of their current address and of their desire to be recalled if openings arise.
- A seniority list shall be available to the Association.

## ARTICLE XVIII HEALTH INSURANCE

The secretaries will be eligible for group life and health insurance provided to other employees of the Town of Auburn according to Chapter 32B of the Massachusetts General Laws. As of July 1, 2020, the health insurance contribution rate will be 75% Town, 25% Employee.

**ARTICLE XIX  
OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

All new employees hired on or after July 1, 2020 will pay 2% of their gross wages into the Other Post-Employment Benefits (OPEB) account for ten (10) years. The 2% payment will be deducted from the employee's pay check and deposited into the Town's OPEB Trust Fund.

**ARTICLE XX  
DIRECT DEPOSIT**

All employees will be compensated bi-weekly through Direct Deposit with the financial institution of their choice. Electronic receipts of such deposits will be provided to the employee; hard copies of direct deposit will not be provided.

**ARTICLE XXI  
PROFESSIONAL DEVELOPMENT**

The School Committee, administration and secretaries agree that time for professional development and meetings as a group are important. To that end, the District commits to creating opportunities for such trainings and meetings to occur under the guidance of the Assistant Superintendent or her/his designee. Any hours beyond the secretary's regular work day will be paid via timesheet at their hourly rate. In total, \$3,000 will be set aside each year for this purpose.

**APPENDIX A**  
**SALARY SCHEDULE**

<b>2023-2024 2% COLA</b>										
Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII	Step VIII	Step IX		
\$24.09	\$24.58	\$24.81	\$25.06	\$25.31	\$25.56	\$25.81	\$25.93	\$26.44		
<b>2024-2025 2% COLA</b>										
Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII	Step VIII	Step IX	Step X	
\$24.57	\$25.07	\$25.30	\$25.56	\$25.81	\$26.07	\$26.32	\$26.45	\$26.97	\$27.48	
<b>2025-2026 2% COLA</b>										
Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII	Step VIII	Step IX	Step X	Step XI
\$25.07	\$25.58	\$25.81	\$26.07	\$26.33	\$26.59	\$26.85	\$26.98	\$27.51	\$28.03	28.54

**APPENDIX B**

**LONGEVITY SCHEDULE**

Longevity checks will be processed twice each year. Secretaries with an employment start date from July-December will receive their longevity stipend by the last check in December. Secretaries with an employment start date from January to June will receive their longevity stipend by the last check in June.

5-9 Years	\$ 250 per year
10-14 Years	\$ 500 per year
15-19 Years	\$ 750 per year
20 - 24 Years	\$ 1000 per year
25-29 Years	\$ 1250 per year
30-34 Years	\$ 1500 per year
35 Years or more	\$ 1750 per year

