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Contract Between

Ashland School Committee

And

Ashland Educators' Association  
Administrative Assistants' Unit

July 1, 2024 – June 30, 2027

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**PREAMBLE**

The Ashland School Committee is charged with the responsibility for the quality of education and the efficient and economical operation of the Ashland Public Schools. It is acknowledged that the Ashland School Committee has the final responsibility of establishing the administrative policies of the public schools in Ashland.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Ashland School 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.

As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the School Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law. The failure of the School Committee to exercise any of its rights shall not be construed as a waiver of those rights. The exercise by the School Committee of any of its rights (except as they may have been so expressly or directly modified by clear language in a specific provision of this Agreement) shall not be subject to the grievance and arbitration provision.

**ARTICLE I**  
**MANAGEMENT RIGHTS**

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and the educational activities of the schools and the rights to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee.

**ARTICLE II**  
**SCOPE OF THE AGREEMENT**

This Agreement contains the complete agreement of the parties and no waivers, additions, deletions, or other amendments may be made without the express consent in writing thereto of the parties to this Agreement. The parties are agreed that the relations between them shall be governed by the terms of this Agreement. No change or amplifications of this Agreement shall be binding on either the Administrative assistants Unit or the Committee unless reduced to writing and executed by the respective duly authorized representatives of the parties.

### **SEVERABILITY CLAUSE**

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

### **ARTICLE III** **RECOGNITION**

The Ashland School Committee recognizes the Administrative Assistants' Unit for the purpose of collective bargaining on wages, hours, and working conditions, as the exclusive representative of the following administrative assistants: High School, Middle School, Elementary Schools and Preschool, but excluding administrative assistants of the Central Office, Bookkeepers, and all other employees of the Ashland School Department.

### **ARTICLE IV** **NEGOTIATION PROCEDURE**

- A. During negotiation, the School Committee and the Administrative Assistants' Unit negotiating committee 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 outside consultants and may call upon professional and lay representatives to assist in the negotiation.
- B. If the negotiations have reached an impasse, the procedure described in Chapter 150E of the Acts of 1973 will be followed.
- C. Any agreement reached during negotiations with the School Committee will be reduced to writing and signed by the School Committee and the Administrative Assistants' Unit negotiating committee when all items under consideration, in negotiations, have been finalized.

**ARTICLE V**  
**NO STRIKE**

- A. The Administrative Assistants' Unit agrees that it will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage with the Ashland Public Schools.
- B. The Administrative Assistants' Unit and its members, individually and collectively, agree that if there is a violation of this clause, that is, an active participation or involvement in any such strike, walkout, slowdown, or stoppage, any or all Administrative Assistants' violating this clause will at the discretion of the School Committee be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to judgment is that of participation or involvement as described above.
- C. Pursuant to the provisions of M.G.L. Chapter 150E, Section 12, the Committee accepts an Agency Service Fee beginning July 1, 2011 for all employees covered by this agreement, wherein the Association can assess those employees not members of the Association an annual amount commensurate with the costs of collective bargaining and contract administration. The amount of such service fee shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be paid or deducted in the same manner as dues for membership in the Ashland Administrative Assistants' Unit.

**ARTICLE VI**  
**DEFINITION – Administrative Assistants**

- A. A full-time Administrative Assistant is defined as one who is employed by the Ashland School Department for 52 weeks per year, 40 hours per week.
- B. An extended school year Administrative Assistant is defined as one who is employed by the Ashland School Department for not more than 42 weeks per year, 40 hours per week. Employment for more than 42 weeks in a year may be possible if requested by the School Committee and agreed to by an extended school year Administrative Assistant. Such employment to be paid on a prorated daily basis (weekly salary divided by 40, times hours worked, equals daily pay).
- C. An employee who is regularly scheduled to work 20 hours or more per week but less than 40 hours per week shall receive her/his hourly rate of pay for the hours such employee works and shall be entitled to the following benefits prorated: vacation days, sick leave days, personal leave days, bereavement days, and longevity. Employees who are regularly scheduled to work less than 20 hours per week are not eligible for benefits.

D. A year commences on July 1<sup>st</sup> and ends the following June 30<sup>th</sup>.

**E. WORK SCHEDULE**

Administrative assistants shall be entitled to a daily, duty-free, 30 minute lunch break.

Each full-time administrative assistant shall work seven and one-half (7.5) hours per day and also receive a paid thirty (30) minute lunch break. The daily eight (8) hour schedule for each administrative assistant shall be determined by her/his immediate supervisor and set on or before July 1st of each year. The District retains the right to establish and change the work schedule for each administrative assistant as needed. If the District wishes to make such changes, it shall make all reasonable efforts to notify the affected administrative assistant of the change in said position on or before June 30 for the following year.

Flexibility will be given for administrative assistants to leave up to 30 minutes early on Fridays after dismissal if all buses are cleared. Principals will work with administrative assistants to create an alternating schedule on Fridays to allow for an equitable rotation of this privilege if desired by the administrative assistants in a building.

The administrative assistants will be given time on the PD day before school starts and during the spring full PD day to meet for a maximum of two hours as a group for a department meeting.

**F. SCHOOL BUILDING CLOSURES AND WORK YEAR FOR 42 WEEK ADMINISTRATIVE ASSISTANTS AND THE NURSE ADMINISTRATIVE ASSISTANT**

**1. 42-Week administrative assistants**

In the event a school building(s) is closed on a regularly scheduled work day for administrative assistants and the administrative assistant assigned to such building(s) is directed not to report to work, each such administrative assistant shall continue to receive her regular pay for the day and such day shall be referred to as a "school closure day". The principal in each building where there was a school closure day on one or more days in the year (July 1<sup>st</sup> – June 30<sup>th</sup>) shall have the discretion to require one or more 42-week administrative assistants in the principal's building to work additional days after the 42 weeks have ended. The number of additional days shall be no more than the number of school closure days but may be fewer. The administrative assistant, having already been paid for school closure day(s), shall not be owed any pay for such additional days. Each administrative assistant who works such additional day(s) as directed by the building principal shall be excused with pay at the start of the following work year for the number of days equal to the number of additional days she worked at the direction of the building principal after her 42 weeks ended in the prior work year.

Notwithstanding the above, 42 week Administrative Assistants will report to work two weeks before the Unit A members are scheduled to report to work.

**2. Nurse administrative assistant**

In the event school buildings are closed on a regularly scheduled work day for the nurse administrative assistant and the nurse administrative assistant is directed not to report to work, she shall continue to receive her regular pay for the day and such day shall be referred to as a “school closure day”. The Head Nurse shall have the discretion to require the nurse administrative assistant to work additional day(s) beyond her scheduled work weeks. The number of additional days shall be no more than the number of school closure days but may be fewer. The nurse administrative assistant, having already been paid for school closure day(s), shall not be owed any pay for such additional days. The nurse administrative assistant, at times and under the direction of the Head Nurse, shall be required to review student enrollment folders throughout the summer months. The nurse administrative assistant will be paid at their hourly rate for the amount of time worked.

**3. Part-Time Employees**

Part-time employees who are regularly scheduled to work fewer than 20 hours per week shall not receive pay for school closure days and may be required to work additional days beyond their regularly scheduled work year.

**4. District Closure**

When the entire School District is closed, administrative assistants shall not be directed to report to work.

**G. SUMMER HOURS**

All 52 week administrative assistants covered by this contract, regardless of title or school location, shall work a reduced schedule from the day after the last day of school up to the day before the first day of school for teachers in the fall. Said reduced work schedule (summer hours) shall be uniform for all administrative assistants – 8:00 AM to 3:00 PM. Nothing in this section shall prevent a principal and a administrative assistant from adjusting these hours by mutual agreement when an emergency situation exists.

**H. PAID HOLIDAYS**

52-week administrative assistants shall receive the following paid holidays

Labor Day	Christmas Day
Rosh Hashanah *	New Year’s Day
Yom Kippur *	Martin Luther King Day
Columbus Day	President’s Day
Veteran’s Day	Good Friday
Thanksgiving Day	Patriot’s Day

Day after Thanksgiving	Memorial Day
Independence Day	Juneteenth
Diwali	Eid al Fitr

\* These days are paid holidays for 52-week administrative assistants only when these days are included as non-school day (s) (school is closed) falling between Monday and Friday in the school calendar.

42-week administrative assistants shall be eligible for paid holiday leave listed above only when the holiday falls on a week day during a week that the administrative assistant would normally be scheduled to work.

In order to be eligible for holiday pay, an employee must have worked the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday unless excused by their immediate supervisor or on approved vacation, bereavement, personal, or sick time.

**I. TRANSFER OF ADMINISTRATIVE ASSISTANTS TO A DIFFERENT SCHOOL**

Unless an emergency situation exists, a administrative assistant approved for transfer to another secretarial position within the bargaining unit shall move into the new position within a transition period of two weeks from the time of appointment to the new position.

**J. EDUCATION BENEFIT**

A maximum of \$2,800 per year shall be set aside for this purpose. A administrative assistant will be reimbursed for all tuition, fees and expenses for any program, workshop or course that is recommended by her building principal and approved, in advance, by the Superintendent. Reimbursement will be on a first-come basis until the maximum of \$2,800 is expended.

The Committee will make every effort to schedule trainings for members of this unit during their regular work day. If this is impossible the administrative assistant will receive compensatory time off for the hours attending the training or at the discretion of the Superintendent will receive their hourly rate of pay for time attended.



**ARTICLE VII**  
**VACATIONS**

Full-time administrative assistants (52 weeks) will receive vacation with pay in accordance with the following schedule:

<u>Years of Full-Time Service</u>	<u>Vacation Days with Pay</u>
1-4 Years	10 Days
5-9 Years	15 Days
10-19 Years	20 Days
20+ Years	25 Days

School year administrative assistants (42 weeks) will receive vacation with pay in accordance with the following schedule:

<u>Years of Full-Time Service</u>	<u>Vacation Days with Pay</u>
1-4 Years	5 Days
5-20 Years	5 Days + 1 additional day for Each year worked to maximum Of 13 days*
20+ Years	15 Days*

\*Vacation days paid out at the end of the school year may not exceed 10 days. All days in excess of 10 accrued vacation days must be taken during the school year they are earned.

Upon written request from a administrative assistant not later than June 1st, the administration may approve a administrative assistant's request to carry over into the next contract year up to five (5) days of unused vacation time. Said approval of vacation carryover shall be in writing and shall be recorded in the employee's personnel file.

For extenuating circumstances when an Administrative Assistant is unable to use days before the end of the school year, the Superintendent may approve rollover of up to 5 additional days. These additional days must be used during the summer. Application for such days will be made directly to the Superintendent.

**ARTICLE VIII**  
**SICK LEAVE**

All full-time administrative assistants shall be allowed thirteen (13) days sick leave each year, cumulative to 200 days. All extended year administrative assistants shall be allowed eleven (11) days sick leave per year cumulative to 200 days.

**A. SICK LEAVE POLICY**

The policy of the Ashland School Committee in regard to extended sick leave is as follows:

1. Because of an extended illness, operation, etc., a administrative assistant upon request may borrow sick leave days from the following year only, maximum being the number of days allotted for sick days each year by contract. This extended sick leave policy shall only be available to an employee who has exhausted her accumulated sick leave.
2. The sick days borrowed from the following year would be repaid at the rate of four (4) days per year until they are all repaid.
3. If a administrative assistant leaves the system before the borrowed sick days are all repaid, the number of days not repaid will be deducted from the administrative assistant's final paycheck.
4. A doctor's certificate will be required when an extended illness occurs and a request is made for borrowed sick days.
5. A doctor's certificate may be requested by the Principal or the immediate supervisor for sick leave lasting longer than five (5) work days per illness.
6. Sick leave may be used in full day, half day, or hourly incrementes/

**B. SICK LEAVE BUY BACK**

Severance pay upon retirement shall be paid to all unit members in their final paycheck on or before July 15<sup>th</sup> at the rate of forty-five (45) dollars per day for up to two hundred (200) accumulated sick days in accordance with the following provisions:

1. Thirteen (13) sick leave days each school year for all full-time administrative assistants; eleven (11) sick leave days each school year for extended school year administrative assistants. Unused sick leave days shall be accumulated with a maximum limit of two hundred (200) days.

2. A minimum of fifteen (15) years of continuous service as a full-time or regular extended year administrative assistant in the Ashland Public Schools or another Town department.
3. A copy of the letter of intent which is sent to the County Retirement Board will serve as notification of June retirement. This must be received by the Superintendent of Schools on or before April 1, but no earlier than one (1) year prior to actual date of retirement.
4. If a unit member, after submitting notification of retirement, as provided herein, should die, the severance pay due her shall be paid to her beneficiary as soon as legally possible or in the next budget year.
5. If a unit member retires because of an emergency and has not submitted proper notification but meets all other requirements, she shall receive severance pay as a lump sum within twelve (12) months of first notification.
6. Severance Pay will not be available to any bargaining unit member hired on or after July 1, 2021.

**ARTICLE IX**  
**OTHER LEAVE**

**A. BEREAVEMENT LEAVE**

1. Up to five (5) consecutive school days leave shall be granted with pay in the event of death in the immediate family to include Husband, Wife, Significant Other, Child (step child or adopted child also), Grandchild, Parent, Brother, Sister, Parent-in-law, Grandparent, Son-in-law, or Daughter-in-law, Brother-in-Law, or Sister-in-Law, or Grandchild, or member of immediate household.
2. Up to two (2) consecutive school days leave at any one time shall be granted with pay in the event of a death of an uncle, aunt, niece or nephew unless said relative is a member of the immediate household; in that case Section 1 shall be available to the administrative assistant.
3. Bereavement leave for any other family member or extension of any bereavement leave listed above shall be at the sole discretion of the Superintendent or his/her designee.

**B. PERSONAL LEAVE**

Up to five (5) days for full year administrative assistants and four (4) days for 42 week administrative assistants personal leave with pay will be granted at the discretion of the Superintendent. To clarify this policy, it is the intent of the School Committee to allow a

administrative assistant personal leave only for emergencies which cannot be taken care of during out of school hours. It is not the intent that personal leave days be utilized on successive days immediately preceding or immediately following a holiday or vacation period. The Superintendent may request information on the reason for any personal leave immediately preceding or following a school vacation or holiday.

Notwithstanding the paragraph above, two (2) days may be submitted as “pressing family matter”. The remaining days must be submitted with a reason for needing the leave.

Personal leave will be applied for through the Principal and Superintendent of Schools. However, the building principal may grant personal leave on an immediate basis for reasonable requests. Any requested extension of the above authorized days, such as critical illness in the immediate family or a administrative assistant being subpoenaed, will be at the discretion of the Superintendent.

Personal leave may be taken in full day, half day, or hourly increments.

Up to 2 unused personal days may be rolled over into personal days in the following year, accumulating to no more than 7 days for 52 week employees and 6 days for 42 week employees. Unused personal days beyond that may be rolled over into sick days in the following year.

#### C. CONFERENCE ATTENDANCE

Time necessary for Ashland administrative assistants to attend State conferences may be provided with pay at the discretion of the Superintendent of Schools. Expenses for travel, food, lodging and registration while attending may be provided at the discretion of the School Committee.

#### D. MPLA/FMLA

The Association acknowledges that the Association and the Committee are subject to the provisions of the Massachusetts Parental Leave Act (MPLA). The MPLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. It is also acknowledged that unit members may use accrued sick days for the purpose of this leave. Alleged violations of the MPLA are not subject to the parties’ grievance and arbitration procedures.

The Federal Family and Medical Leave Act of 1993 (“FMLA”) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons. FMLA leave will be granted in accordance with the applicable federal laws and statutes. The employee must request FMLA leave in writing on the FMLA Leave Request Form (as shown in Appendix C) and submit the form to the Superintendent prior to the start of the FMLA leave.

The intent of this section is to allow an employee paid parental leave for the purpose of bonding with a child after birth or adoption. This leave may be taken for up to, but shall not exceed, the ten (10) consecutive weeks immediately after the birth or adoption, but may begin up to two (2)

weeks prior to the anticipated date of birth or placement of an adopted child. This period of paid leave shall be charged to an employee's individual sick leave accrual provided (a) they have available sick days and (b) the day would have been a normal work day. The employee must notify their intent to use accrued sick time and how many days to be used at the time of request for leave.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

A. DEFINITION

For the purpose of this Agreement, a grievance shall be defined as:

Any complaint by a administrative assistant or a group of administrative assistants covered by this Agreement, that there has been a violation, misinterpretation, misapplication, or inequitable or unfair application of this Agreement.

B. PURPOSE

The general purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to any problems which may arise in the application of this Agreement. Both parties agreement that proceedings hereunder will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. TIME LIMITS

All time limits herein shall consist of in session school days. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement. Such mutual agreement must be in writing.

In the event a grievance is presented in the latter part of the school year and there will not be a sufficient number of in session days to resolve the grievance, the remaining time required, exclusive of Saturdays, Sundays and legal holidays, will be considered as in session days.

D. INFORMAL PROCEDURE

The aggrieved administrative assistant, pursuant to the general purpose of this procedure, shall discuss individually, or with Ashland Educators Association representation, the problem with his/her immediate supervisor/building principal within ten (10) days from the date of event on which the grievance is based or within ten (10) days from the date the aggrieved should have had knowledge of its occurrence.

If the problem is not resolved to the satisfaction of the aggrieved administrative assistant within seven (7) days after discussion has been initiated, it shall then be deemed that a reasonable effort has been made to obtain an equitable solution under this part.

#### D. FORMAL PROCEDURE

If informal discussion has failed to provide an equitable solution, or such discussion has been rejected as an approach to a solution, formal proceedings may be instituted. All such proceedings, unless otherwise stated, will begin at Level One as follows:

1 Level One:

A administrative assistant with a grievance will present it to his principal either directly or through the Association's grievance committee within seven (7) days from the expiration of the Informal Procedure. In the event that the administrative assistant is not directly responsible to an individual principal, he will then present it to his immediate supervisor.

2 Level Two:

If the grievance is not resolved to the satisfaction of the administrative assistant within seven (7) days after submission at Level One, the administrative assistant, or the administrative assistant accompanied by the Association's grievance committee, shall present the grievance in writing to the Superintendent of Schools. Beginning on the 7th day the administrative assistant will have seven (7) days to present the grievance to the Superintendent.

3 Level Three:

If the grievance is not resolved to the satisfaction of the administrative assistant within seven (7) days after receipt at Level Two, the administrative assistant, or the administrative assistant accompanied by the Association's grievance committee, shall present the grievance in writing to the School Committee.

The School Committee will discuss the grievance within twenty-five (25) days of the receipt of the grievance. The School Committee shall have seven (7) days from the date of the discussion to deliver its decision (or lack of decision) to the grievant.

#### F. GENERAL PROVISIONS

- 1 With the written agreement between the Association President and the Superintendent, the Association may initiate a grievance at Level Two if the grievance involves a decision by the Superintendent, Assistant Superintendent, Director of Student Services, or Director of Curriculum or the grievance involves administrative assistants in more than one school.

- 2 A written statement of the grievance must include:
  - a. A concise statement of the facts constituting the grievance.
  - b. A reference to the applicable provisions of the Agreement.
  - c. The date upon which the event giving rise to the grievance occurred.
  - d. A grievance may not extend beyond the written statement submitted at the first level of the formal procedure.
- 3 The Association shall have the right to include in its presentation representatives of its own choosing on Level Three and Arbitration.
- 4 The School Committee will, upon request, provide the Association with copies of any document which may be necessary for the Association to process grievances under this Agreement which have reached Levels Two, Three and Arbitration.
- 5 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants except as may be necessary to implement with the disposition of the grievance.
- 6 Failure to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance.
- 7 When it is necessary, pursuant to the grievance procedure, for a member of the Association to investigate a grievance or attend a grievance meeting or hearing as a result of an Ashland grievance during the school day, he/she will be released only by mutual agreement between the Association and the Superintendent of Schools.
- 8 The Association may represent any administrative assistant having a grievance at any stage of informal proceedings; however, nothing herein contained will be construed as limiting the right of any administrative assistant having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Ashland Educators Association.

#### G. ARBITRATION

- 1 If the grievance is not resolved at Level Three, the Association may initiate arbitration of the grievance by giving written notice to the School Committee of the desire for arbitration within fourteen (14) days of the receipt of the School Committee's decision.
- 2 The School Committee and the Association will abide by the rules of the American Arbitration Association in the selection of an arbitrator.

- 3 The Voluntary Labor Arbitration Rules shall, except as specifically provided otherwise in this Agreement, govern the selection of the arbitrator and the conduct of the arbitration proceedings.
- 4 The arbitration will be held in Ashland, Massachusetts, unless mutually agreed otherwise.
- 5 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law which would modify or alter, add to or subtract from, any of the terms of this Agreement.
- 6 All costs for the services of the arbitrator and the hearing, including per diem expenses and the actual and necessary travel and subsistence expenses of the arbitrator and the cost of substitute administrative assistants, if any, will be borne equally by the School Committee and the Ashland Educators Association. However, in the event that an expense (e.g., the preparation of transcripts) is incurred as a result of the desire of only one of the parties, that expense shall be borne by that party.
- 7 The decision of the arbitrator shall be final and binding on both parties as applicable to the particular grievance.

**ARTICLE XI**  
**VACANCIES**

When any school department position opens, it will be adequately publicized by the Superintendent of Schools by means of an email to all administrative assistants as far in advance of the appointment as possible.

Secretarial appointments will be made without regard to race, creed, color, religion, nationality, sex or marital status. All currently employed administrative assistants will be given adequate opportunity to make application for vacancies and new positions in the secretarial unit and the Superintendent or his/her designee agrees to consider the professional background and attainments of all applicants. No secretarial vacancy will be filled, except on a temporary basis, within seven (7) work days from the date the notice is emailed.



**ARTICLE XII**  
**REDUCTION IN FORCE**

In the event it becomes necessary for the Superintendent to reduce the number of Administrative assistants in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction. The Superintendent shall have the sole discretion to determine which position or positions or which type or types of position are to be eliminated.

**SECTION I – PROCEDURE**

- A. Should the Superintendent decide to reduce the number of employees, insofar as possible, he/she will attempt to reduce the number in the first instance through the attrition of administrative assistants who retire or resign.
- B. Employees who have not been hired for regular, full or part-time positions in the School District, or who are on temporary status (filling in for leaves of absence) will be laid off first.
- C. If the Superintendent determines that there is a further need for reductions in staff after following the procedures set forth in Sections A-B above, employees shall be laid off in the inverse order of their seniority. Seniority as used herein shall mean the number of years, months and days of continuous employment any Ashland Educators Association (AEA) Unit. Time spent on unpaid leave taken under any provisions of this Agreement shall not be counted for the purpose of calculating seniority. Notwithstanding any provisions of this Agreement to the contrary, the nurse administrative assistant cannot be displaced or bumped by a administrative assistant who is not a nurse administrative assistant and the nurse administrative assistant cannot displace or bump a administrative assistant who is not a nurse administrative assistant.
- D. If the position being eliminated is not held by the least senior administrative assistant, an “open position” is created where the least senior administrative assistant worked. The administrative assistant in the position being eliminated is called a “displaced administrative assistant”. If the open position is in the same category as the displaced administrative assistant, the displaced administrative assistant shall be transferred to the open position. If the open position is not in the same category as the displaced administrative assistant, the most senior volunteer administrative assistant in the category of the displaced administrative assistant shall be transferred to the open position and the displaced administrative assistant shall take the position of that volunteer. If there are no volunteers in the same category as the displaced administrative assistant, the least senior administrative assistant in the same category as the displaced administrative assistant shall be transferred and the displaced administrative assistant shall take that position. If such least senior administrative assistant refuses the transfer, that administrative assistant shall be laid off. Categories shall be defined as follows: 42-

week administrative assistants and 52-week administrative assistants and shall not include the nurse administrative assistant.

- E. Under normal circumstances, in the event of a reduction in force, the employee or employees shall be notified in writing by the Superintendent or his/her designee, by June 1st prior to the school year of the reduction.

## SECTION II - RECALL

Employees shall be eligible for recall for a period of up to fifteen (15) months from the effective date of lay off. Recall shall be in the inverse order of layoff and any such recalled employee shall have restored to her/him all benefits she/he had accumulated at the time of layoff.

Should a 52 week employee, who is on recall, be offered a part time or temporary position during the recall period, because no full time position is available, said laid off employee may refuse said part time or temporary position and remain on the recall list for the duration of the recall period. However, said laid off employee may accept the offered part time or temporary position and continue to remain on the recall list for the duration of the recall period with the possibility of being recalled to a full time position.

## ARTICLE XIII MISCELLANEOUS

### A. LABOR RELATIONS COMMITTEE

A secretarial Labor Relations Committee shall be established. The President and one other member will meet with the Superintendent and one other member of the Administration monthly at a mutually agreed upon time, outside of work hours.

### B. LONG-TERM DISABILITY INSURANCE

Current administrative assistants will be allowed to join the long term disability ("LTD") insurance plan currently offered to administrators and teachers in the Ashland Public Schools by enrolling within thirty (30) calendar days after the date that the Ashland School Committee approves this Memorandum of Agreement. This date shall be referred to as the initial enrollment date. Each administrative assistant hired after the initial enrollment date shall have thirty (30) calendar days after her/his date of employment to enroll in LTD insurance. All costs for LTD insurance will be borne by the employee. The Ashland Administrative assistants Unit waives all rights it has or may have to bargain over changes in LTD insurance, carriers, plans, coverage, premiums, etc.

**ARTICLE XIV**  
**SALARIES / LONGEVITY**

42 weeks administrative assistants shall be paid on a 26 week pay structure as with Unit A.

**42 Week**

	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
<b>1</b>	\$45,131	\$46,824	\$48,697
<b>2</b>	\$46,097	\$47,826	\$49,739
<b>3</b>	\$47,003	\$48,765	\$50,716
<b>4</b>	\$51,007	\$52,920	\$55,036
<b>5</b>	\$52,027	\$53,978	\$56,137
	Longevity Steps		
<b>6</b>	\$53,085	\$55,076	\$57,279
<b>7</b>			
<b>8</b>			
<b>9</b>			
<b>10</b>	\$54,273	\$56,308	\$58,560
<b>11</b>			
<b>12</b>			
<b>13</b>			
<b>14</b>			
<b>15</b>	\$55,615	\$57,700	\$60,009
<b>16</b>			
<b>17</b>			
<b>18</b>			
<b>19</b>			
<b>20</b>			
<b>21</b>	\$57,060	\$59,200	\$61,568
<b>22</b>			
<b>23</b>			
<b>24</b>			
<b>25</b>			
<b>26</b>	\$58,609	\$60,807	\$63,239

**52 Week**

	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
<b>1</b>	\$55,877	\$57,972	\$60,291
<b>2</b>	\$57,073	\$59,213	\$61,582
<b>3</b>	\$58,194	\$60,376	\$62,791
<b>4</b>	\$63,151	\$65,519	\$68,139
<b>5</b>	\$64,414	\$66,829	\$69,502
	Longevity Steps		
<b>6</b>	\$65,472	\$67,927	\$70,644
<b>7</b>			
<b>8</b>			
<b>9</b>			
<b>10</b>	\$66,659	\$69,159	\$71,925
<b>11</b>			
<b>12</b>			
<b>13</b>			
<b>14</b>			
<b>15</b>	\$68,001	\$70,552	\$73,374
<b>16</b>			
<b>17</b>			
<b>18</b>			
<b>19</b>			
<b>20</b>	\$69,447	\$72,051	\$74,933
<b>21</b>			
<b>22</b>			
<b>23</b>			
<b>24</b>			
<b>25</b>	\$70,996	\$73,658	\$76,604

The superintendent shall have the discretion to place new hires on the salary grid at a step appropriate for their level of experience.

The Town's health insurance plan in force on the effective date of this Agreement, and the Town's percentage of contribution thereto, shall remain in full force and effect for the duration of this Agreement, unless changed by mutual agreement between the parties in writing or improved by action of the Town Meeting and/or the School Committee and/or the Board of Selectmen.

Steps will be approved by the School Committee for satisfactory performance as a administrative assistant based upon recommendations by their immediate supervisors, assistant principal and principal. Steps will be withheld by the School Committee if the performance of a administrative assistant is not satisfactory.

Administrative assistants will be evaluated annually. The administrative assistant will acknowledge that she has had the opportunity to review such material by affixing her signature to the copy and will also have the right to submit a written answer to such materials, within fifteen (15) days of such signing, such answer to be attached to the file copy.

All full-time and extended school year administrative assistants in the employ of the Ashland School System shall receive annual increases according the attached salary schedule.

Any 42 week administrative assistant who is asked to work during the period after the last day of school and the first day of school in the new school year shall be paid at their then current hourly rate of pay, except for school building closure days being worked at the end of the school year in accordance with Article VI, Section F, of this contract. At no time will said administrative assistant be asked to work less than four (4) hours per day.

LONGEVITY:

Effective as of July 1, 2024, longevity is incorporated into the wage scale as additional steps.

Administrative Assistants who have been regularly employed for five (5) years of service are eligible for Step 6.

Administrative Assistants who have been regularly employed for ten (10) years of service are eligible for Step 11.

Administrative Assistants who have been regularly employed for fifteen (15) years of service are eligible for Step 16.

Administrative Assistants who have been regularly employed for twenty (20) years of service are eligible for Step 21

Administrative Assistants who have been regularly employed for twenty-five (25) years of service are eligible for Step 26.

PERFECT ATTENDANCE INCENTIVE:

Any 52 week administrative assistant who uses no sick leave benefits (perfect attendance) during any contract period (July 1 – June 30) shall receive a four hundred and twenty-five dollar (\$425) bonus payable in the paycheck following the end of the fiscal year, and shall be entitled to roll-over one personal day into a sick day. Perfect attendance shall not include days absent for approved vacations, holidays, approved bereavement leave, approved leave for training, no more than three (3) approved personal leave days, or for jury duty.

Any 42 week administrative assistant who uses no sick leave benefits (perfect attendance) during any contract period (July 1 – June 30) shall receive a two hundred (\$200) bonus payable in the paycheck following the end of the fiscal year, and shall be entitled to roll-over one personal day

into a sick day. Perfect attendance shall not include days absent for approved vacations, holidays, approved bereavement leave, approved leave for training, no more than two (2) approved personal leave days, or for jury duty.

#### **ARTICLE XVI - EVALUATION**

Management and the Administrative assistants Unit agree that evaluation of Administrative assistants is important to job performance and recognize achievement.

All observation of work performance shall be conducted in a professional and open manner.

1. An administrative assistant shall be informed as to any information placed in her/his file and will have the right to a copy of said material.
2. Upon written request to any supervisory personnel, any employee covered by this agreement shall have the right to inspect the contents of his/her file and said employee may request copies of such contents as concern such employee on his/her work.
3. The administrative assistant will have the right to provide a written response and have it attached to any document placed in said employee's file.
4. Complaints in writing regarding a administrative assistant made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the administrative assistant, providing the complaint is not subject to criminal investigation.
5. No administrative assistant shall be disciplined, dismissed, reduced in rank or compensation without good cause. As used herein, good cause: shall mean any grounds put forth by the Superintendent that are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No arbitrator may apply a definition of the words good cause other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

**ARTICLE XVII - DURATION**

Agreement made May 14, 2024, by and between the Ashland School Committee (the Committee) and the Ashland Administrative assistants Unit (the Administrative assistants). The collective bargaining agreement between the Committee and the Administrative assistants for the period July 1, 2024 to June 30, 2027 as set out in this contract, is agreed to by the Administrative assistants Negotiating Team and the Superintendent of Schools, duly authorized and acting on behalf of the Committee.

FOR THE SCHOOL COMMITTEE:

\_\_\_\_\_  
James Adams  
Superintendent of Schools

\_\_\_\_\_  
Date

FOR THE ASSOCIATION:

\_\_\_\_\_  
Michelle Smith, AEA President

\_\_\_\_\_  
Date