

AGREEMENT

BETWEEN

WESTFORD SCHOOL COMMITTEE

AND

WESTFORD EDUCATIONAL OFFICE PROFESSIONALS

July 1, 2022 – June 30, 2025

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PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford and that good morale within the staff of Westford is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- a. Under the laws of Massachusetts, the Westford School Committee, hereinafter referred to as the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational policies of the public schools of Westford. The employees are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the website.
- b. The Superintendent of Schools of Westford, hereinafter referred to as the Superintendent, has responsibility for carrying out the policies so established.
- c. The employees of the public schools of Westford have responsibility for providing assistance to the school community of the highest possible quality.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the employees in the formulation and application of policies relating to wages, hours, and other conditions of employment. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement, and so to give effect to the declarations, the following principles and procedures are hereby adopted:
 1. Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives; and while no final agreement shall be executed without ratification by the employees and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE I – SCOPE / RECOGNITION

The Committee hereby recognizes the Westford Educational Office Professionals as the sole and exclusive collective bargaining representative and agent with respect to wages, hours and other conditions of employment and the negotiations of collective bargaining in the areas of School Administration, Guidance and Athletics.

ARTICLE II – RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Westford Public Schools. It is acknowledged that the Committee has the final responsibility of establishing the educational policies of the public schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this agreement.

ARTICLE III – CONTINUITY OF EMPLOYMENT

Section 1 The employees, individually and collectively, agree for the term thereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Westford School Committee during the term of this contract.

Section 2 Employees who participate in such activities may be disciplined or discharged as the Superintendent of Schools or his/her designee in his/her judgment deems proper. Said discipline shall be final and binding on the parties affected thereby, and not subject to the grievance procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be the subject of the grievance and arbitration procedure.

Section 3 In connection with any negotiations for a successor agreement, held pursuant to **Article (XVII) Duration**, said negotiations shall be conducted without the threat of sanctions or strikes by either party. Any outstanding differences shall be referable only to mediation, fact finding, or other statutory impasse procedure provided for in the General Laws of the Commonwealth.

ARTICLE IV - GRIEVANCES

Section 1 For purposes of this Agreement a "grievance" shall be defined as any complaint by the Westford Educational Office Professionals and/or an employee covered by this Agreement that:

(1) he/she has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or

(2) he/she has been subjected to an arbitrary or capricious act contrary to established practice.

An "aggrieved person" is the person or persons making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

All "time limits" herein, except in Section 6 shall consist of school days from September 1 through May 31. June 1 through August 31 may be referred to as calendar days. It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 2 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 welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 4 Any party in interest may be represented at all stages of the grievance procedure by a WEOP representative or a person of his/her own choosing ("hereon out called WEOP's representation").

Section 5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by a prior mutual agreement.

Section 6 If, at the end of thirty (30) calendar days following the occurrences of any grievance, (or when the employee should reasonably have had knowledge of such occurrence) the grievance shall not have been properly presented in writing in Step 1, set forth below, (or when the employee should reasonably have had knowledge of such occurrence), the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore in this Article.

Section 7 Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits and conditions herein set forth:

Step 1: The employee shall present the written and dated grievance during his/her non-working hours to his/her school principal who shall give his/her answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may

Step 2: Be presented to WEOP's representation by the employee involved within three (3) days after receipt of the Principal's answer. If WEOP's representation concurs in the answer of the Principal, the matter shall be considered settled at this step as far as the Office Professionals are concerned and the Principal shall be so notified. If the grievance is not satisfactorily settled at this step to the employee's satisfaction and/or if the employee shall so desire, it may

Step 3: Be reduced to writing by the employee within fifteen (15) days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or his/her designee and the employee and if the employee so elects WEOP's representation, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent's level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or his/her designated representative, shall give his/her written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the employee to the School Committee. The School Committee, and/or its designated representatives and the employee, and, if the employee so elects, counsel and/or an authorized representative, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the employee and WEOP's representation if one has been chosen. If any person or persons are to represent the employee at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Step 5: Be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Step 4 of Section 7. This appeal to arbitration shall be in accordance with the procedure and conditions set forth below in **Article V, (Arbitration)**.

Section 8 A grievance not initiated within the time specified shall be deemed waived. Failure of either the employee and/or WEOP's representation (where applicable) to appeal a decision

within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9 A complaint by an employee covered by this Agreement that he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice may be grieved in accordance with the procedure and subject to the conditions outlined above, provided, however, that such a grievance may not be appealed to arbitration.

ARTICLE V - ARBITRATION

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:

Section 1 The Arbitrator is to be mutually selected by the Committee and WEOP's representation. If the Committee and WEOP's representation cannot agree within seven (7) days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) days thereafter, upon written notice to the other, 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. WEOP's representation and the Committee may jointly agree to submit a grievance to arbitration before the Massachusetts Board of Conciliation and Arbitration.

Section 2 Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association, or Board of Conciliation and Arbitration, shall be shared equally by the parties. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

Section 3 The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, from the date of submission to him/her of the final statement and briefs. The arbitrator's award shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the arbitrator shall be submitted to the Committee and WEOP's representation, and, subject to law, shall be final and binding upon the Committee, and the Westford Educational Office Professionals and the aggrieved employee.

Section 4 The arbitrator shall be bound by the procedures set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association, or by the applicable Rules and Regulations of the Board of Conciliation and Arbitration, in cases arbitrated before that agency. 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 terms of this Agreement, and, in reaching his/her decision, shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The Arbitrator shall be without power or authority to make any award which would require the Committee to do an act prohibited by law. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the Committee and the Westford Educational Office Professionals and the employee, or group of employees, who initiated the grievance. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE VI – SICK LEAVE

Section 1 During the ninety (90) day probationary period, employees shall receive no sick or other leave benefits; and upon permanent hiring, all benefits will be retroactive to the first day of employment.

Section 2 All employees who have completed his/her ninety (90) day probationary period shall be entitled to fifteen (15) sick days per contract year up to an accumulated total of (one hundred and fifty) 150 days.

Section 3 One (1) sick leave day per year, non-cumulative, may be used for important personal business which cannot be conducted at any other time than during the contractual work day. Use of one (1) sick leave day for personal business may not be used to extend a legal holiday or vacation period.

Section 4 Up to five (5) days of sick leave per year may be used for family related emergencies involving the employee's mother, father, husband, wife, children or any person when the care of such person is the primary responsibility of the employee.

Section 5 In recognition of dedicated service to the administration, staff and students of Westford, any employee, covered by this agreement, who has worked for 20 or more continuous years in the school department, may, with one (1) year prior notice of retirement, exclusive of final year's sick days used, receive on retirement, a dollar amount equal to 33.3% of their unused cumulative sick days up to a maximum of 150 days. The dollar value will be determined by the negotiated daily salary which is in effect at that time.

Any employee hired prior to 7/1/2019 and covered by this agreement, who has completed a maximum of nineteen (19) continuous years but a minimum of fifteen (15) continuous years in the school department, may, with one (1) year prior notice of retirement, exclusive of the final year's sick days used, receive on retirement, a dollar amount equal to 25% of their unused cumulative sick days up to a maximum of 150 days. The dollar value will be determined by the negotiated daily salary which is in effect at the time.

Any employee covered by this agreement, who has been hired after 7/1/2019, and who has worked for fifteen (15) or more continuous years in the school department, may, with one (1) year

prior notice of retirement, exclusive of the final year's sick days used, receive on retirement a flat \$25/day up to 150 accumulated days.

Section 6 Employees who give a binding notice of their intention to retire prior to the start of the school year in which they intend to retire, will receive compensation under this section on the first pay period of July following their retirement, or on the first pay period of the following January (e.g.) an employee who retires on June 30, 2018 will receive compensation in July 2018 or in January 2019, (if a binding notice was given prior to the start of the 2017-2018 school year). Employees who retire after giving a non-binding notice of retirement, and/or without giving notice prior to the school year in which they intend to retire, will receive compensation under this section on the first pay period in January, (e.g.) an Office Professional who retires on June 30, 2018, will receive compensation on the first pay period of January 2019 or the first pay period of July 2019.

ARTICLE VII – PERSONAL, FUNERAL AND RELIGIOUS LEAVE

Section 1 It is recognized by all that absences by employees interrupt the educational process and must, therefore, be held to a minimum.

Section 2 In each school year, employees may obtain up to two (2) days of personal leave with pay for imperative personal business or legal obligations which cannot effectively be conducted outside of school hours. Another day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion. These days may not be accumulated. An employee will not be required to specify reasons for a personal day, except as set forth below.

No request for personal leave will be submitted so as to extend a holiday or vacation period without a statement of reasons. Such requests may be granted at the sole discretion of the Superintendent.

The Westford School Committee fosters a climate of respect and acceptance for all its employees, strives to create an enriched and secure environment and wishes for its staff to recognize this diversity through education, information and celebration.

Section 3 In the event of the death of an employees' immediate family member (mother, father, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, step parent) or any relative who resides with the employee, a maximum of five (5) regularly scheduled school days for funeral and bereavement leave shall be given to the employee without loss of pay, and with no accumulation. In the event of the death of an employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without the loss of the regular day's pay, and with no accumulation. The Superintendent may grant an additional two (2) days of bereavement leave if the employee is required to travel 250 miles or more to attend the funeral services.

ARTICLE VIII - LEAVES (MPLA/FMLA/MILITARY)

Section 1 Massachusetts Parental Leave Act (MPLA)

The Committee will abide by the Massachusetts Parental Leave Act (MPLA). Upon the receipt of at least two weeks written notice to the Superintendent of Schools of the employees' anticipated date of departure and intention to return under the Massachusetts Parental Leave Act (MPLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least ninety (90) calendar days shall have the option of taking either:

- a. A leave of up to eight (8) work weeks at the time of birth but not substantially earlier or later.
- b. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a newborn, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if they intend to take leave under the MPLA. An employee who takes a leave under the MPLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the employee's continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the employee would have been non-renewed or reduced in force.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MPLA, nor is it intended to expand or contract the rights and benefits of the act.

Section 2 Family Medical Leave Act (FMLA)

The Committee will abide by the Family Medical Leave Act (FMLA of 1993). An employee with at least twelve months employment with family medical issues that renders him/her unable to perform functions of their job must notify the Superintendent in writing of their intent to take a medical leave. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Medical issues that qualify under the Family Medical Leave Act (FMLA) include a serious personal health condition that makes the employee unable to perform the functions of his/her position, care for family members who have serious health conditions including spouse, son, daughter, parent, care for a newborn, and adoption or foster child placement. The leave year shall be based on a twelve (12) month basis with only one (1) FMLA leave allowed in a twelve (12) month period. The twelve (12) month period will be calculated forward from the commencement date of the requested FMLA leave.

Section 3 Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

ARTICLE IX – SICK LEAVE BANK

Section 1 The Sick Leave Bank has been established for the use by “Qualified Members” whose sick leave accumulation is exhausted through prolonged illness or disability and who require additional leave to make full recovery from an extended illness or disability. Effective July 1, 2002, the Westford Educational Office Professionals were no longer affiliated with the Westford Education Association’s Sick Leave Bank.

Section 2 The Office Professionals’ Sick Leave Bank will have a contribution of 215 days at the commencement of this contract. Each Qualified Member electing to participate in the Sick Leave Bank must notify the Human Resources Department in writing annually no later than October 1st. Each participant will have their sick leave accumulation reduced by one (1) day and all of those days shall be deposited in the Bank to be utilized by other Bank members. Each time the Sick Leave Bank is exhausted during the applicable Bank year, all Qualified Members shall have their sick leave accumulation deducted by another day and that day shall be deposited in the Bank.

Section 3 The Sick Leave Bank shall be administered by the WPS Human Resources Department and the Superintendent’s office, and managed by the Sick Leave Bank Committee consisting of two (2) members designated by the School Committee to serve at its discretion and two (2) members designated by the employees to serve at its discretion. The Human Resources Department will be responsible for reviewing all requests and verifying sick time data. The Superintendent will review applications for approval. Applicants may appeal the Superintendent’s decision to the Sick Bank Committee. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration. The Sick Leave Bank Committee shall be responsible to develop procedures for processing applications. These procedures will be designed to respect the employees’ reasonable expectations of confidentiality.

Section 4 The Qualified Members' of the Sick Leave Bank shall be limited to full-time personnel covered by this Agreement who have been employed for a minimum of two (2) years and who notify the Sick Leave Bank Committee in writing on or before October 1 of the bank year in which the illness begins or the disability occurs, of their desire to participate in the Sick Leave Bank for that year.

Section 5 Application for benefits shall be made in writing to the Human Resources Department accompanied by a physician's note as to the need for and anticipated extent of recovery time from the illness or disability.

Section 6 Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the bank will not commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) school days.

Section 7 The initial grant of sick leave by the Sick Leave Bank Committee to a Qualified Member shall not exceed twenty (20) days unless a clear need for additional days has been demonstrated, in which case the initial grant may be up to fifty (50) days. These days may extend into a second school year. In no case may the total number of days granted to the employee exceed the total number of sick days that the employee had when the illness began or the prior related illness reoccurred.

Section 8 Subject to the foregoing requirement, a majority of the Sick Leave Bank Committee will determine the eligibility of the use of the Bank and the amount of leave to be granted. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration.

Section 9 Unused days in the Sick Leave Bank shall be carried over into the Sick Bank that is established for the next academic year.

Section 10 "Qualified members" of the Sick Leave Bank may also apply for benefits related to their participation in a treatment program for weight control, food disorders, stress, alcohol, and other chemical abuse, including smoking. Applications for such benefits must include a physician's recommendation. If the application for benefits is approved, the School Department will pay the costs of the program that are not covered by the employee's insurance and/or the employee's spouse's insurance. The number of days remaining in the sick bank will be deducted to reflect the payment for such treatment program. The reduction will be calculated by dividing the cost of the program to the School Department by the applicable daily rate of substitute pay. The result, rounded to the nearest whole number, will be deducted from the Bank.

ARTICLE X - GENERAL

Section 1 Work Year: All employees covered under this agreement shall work an eleven month, 207-day schedule which shall include the days that school is in session. It is recognized that the final decision of hours of duty and the number of days of employment rest with the School

Committee. It is agreed that there will be no permanent change of hours until there has been consultation with the employees on the matter. The work day for employees covered under this agreement will be 7 ½ hours in length which includes a 30 minute daily lunch break. The daily work schedule is to be determined by the building principal.

Section 2 Half Days before Holidays: If a scheduled work day, WEOP shall only work half days on the days prior to Thanksgiving, Christmas and New Year's, provided that schools are not in session at the time or in session for one half (1/2) day. Pay will be for the full day. Employees opting to take the day off will be charged a full day.

Section 3 Timesheets and Payroll: Effective the 2022-2023 School Year and moving forward, members of WEOP acknowledge the need to submit bi-weekly timesheets. Collectively the members of WEOP choose to normalize their pay over the course of the district's fiscal year. The annual pay schedule will be structured to ensure pay does not occur in advance of hours worked.

Upon submission of signed timesheets, time worked above and beyond the workday will be eligible for extra pay, with the prior approval of WEOP's immediate supervisor.

Section 4 Payroll Deductions: Pursuant to Chapter 149, Section 178B of the General laws, employees may authorize in writing a payroll deduction of a given amount to be made every pay period for the purpose of a deposit into a Bank or Credit Union of the employee's choice. This provision shall be effective only so long as payroll is handled by the Town and it is feasible for the Town to comply with it. If payroll is transferred elsewhere, the School Committee will make every reasonable effort to obtain a continued compliance with this provision. Employees new to the system may submit such authorization to the Business Office within thirty (30) days of the commencement of employment.

THE PROVISIONS OF THE PARAGRAPH ALSO APPLY FOR PAYROLL DEDUCTIONS
AUTHORIZED BY THE TOWN FINANCE DIRECTOR.

ARTICLE XI –PROFESSIONAL DEVELOPMENT

Each employee will be eligible for tuition reimbursement up to \$250 per year upon completion of an approved course, or in house training in an area relevant to work tasks and which takes place outside of the contracted work day. A course or training session must be approved by the employee's direct supervisor and the building principal. Employees will be allowed to participate in professional development training on the district wide full professional development days.

Members of WEOP shall be provided two (2) Professional Development sessions per year. Such training will take place during a regularly scheduled work day and will not involve additional compensation.

ARTICLE XII – POLICY STATEMENTS

The following are policy statements of the Westford School Committee upon which both the Committee and the employees have agreed. These statements are meant to clarify certain areas where problems may arise.

1. Employee's Personnel File – A copy of any material other than record-keeping material maintained in the normal course of the employee's employment that is put in an employee's Central Office personnel file must first be sent to that employee to make him/her aware of the situation. The employee will then have a right to submit a written, dated response or comment to such material within thirty (30) days after he/she receives the copy, and such response shall be included in his/her file.
2. Access to File – An employee has the right to review the contents of his/her Central Office personnel file during the normal business day. Excluded from this review would be any confidential documents received prior to, or in the course of, initial employment.
3. Job Openings – All school department job openings will be posted on the district's website. All job openings within the system will be announced to all Westford employees at the same time as outside the system. During periods when school is not in session, the School Committee may fulfill its duty under this paragraph by notifying the group's representative of such openings.

ARTICLE XIII – COMPENSATION

Salary Schedule
Attachment A

Longevity Schedule
Attachment B

Holidays:

In addition to the base salary, the Westford Office Professionals will be paid the equivalent of three (3) holidays at their daily rate of pay. All three (3) holidays will be paid in the payroll cycle immediately prior to the first paycheck of the normalized pay cycle for WEOP for the school year.

Additional workdays in excess of the contractual days will be budgeted and allocated for each school as follows:

- *20 days total at the high school,
- *15 days total at each middle school, and

*10 days total at each elementary school.

Such additional days are not mandatory and are to be scheduled through collaboration between the school principal and the employee. Compensation will be paid at the daily or hourly rate of the employee who is assigned the additional workdays.

Employees hired between July 1 and December 31 of any year will be eligible to advance to the next step as of the following July 1. Employees hired between January 1 and June 30 of any year will be eligible to advance to the next step on the July 1st following their twelfth (12) month of service under this contract.

For the purpose of determining seniority, longevity and step movement, the date of service as an Office Professional and not the original date of hire as an employee of Westford Public Schools will be considered the effective date of eligibility.

Based on qualifications and experience no employee hired under the terms of this contract shall exceed Step 4 on the salary scale within their first year of employment.

On or before June 30th of each year, the Committee will pay a longevity stipend in recognition of credited years of service.

ARTICLE XIV– EVALUATION

Section 1 Formal evaluations of employees will be performed by the building Principal, Director of Guidance, Director of Athletics or his/her designee. The evaluation instrument included within this collective bargaining agreement will be the only instrument used to assess the performance of the employee.

Section 2 All first year employees shall be evaluated twice, with the first evaluation being conducted by the end of the ninety (90) day probationary period. The second evaluation shall be conducted by the end of six (6) months of employment or prior to the end of the school year.

Section 3 If the employee has received two (2) successful evaluations in the first year, the employee will be evaluated once annually, and no later than June 1. Throughout the year, if the supervisor responsible for the evaluation of the employee observes that the employee is performing in an unsatisfactory manner, he or she will notify the employee in writing and make suggestions for improvements. Such written notification and suggestions shall take place within a reasonable time frame of the observed deficiency in performance.

Section 4 Any employee not receiving a satisfactory evaluation will be evaluated twice during the following school year. The first evaluation shall be considered an interim evaluation and shall be conducted by the end of January. The final evaluation, which will be conducted no later than June 1, will be the evaluation of record.

Section 5 A meeting will be held between the evaluator and the employee within one (1) week of the completed evaluation, at which time the evaluator will offer suggestions and assistance, in writing, to improve the performance of the employee.

Section 6 Should the employee disagree with the final evaluation, an appeal mechanism is hereby established. The employee may request, and be granted, a meeting with the Superintendent of Schools. This meeting will take place in early June and will establish the outcome of the written final evaluation. An employee is entitled to representation during the appeal process.

ARTICLE XV - REDUCTION IN FORCE

Section 1 For the purposes of this Article, seniority is the length of continuous employment as an Office Professional in the Westford Public Schools measured from the date on which the Personnel Action Form is signed, including time spent on a paid and/or an unpaid leave of absence authorized by this Agreement of and by the Westford School Committee. An employee will lose his/her seniority for the following reasons:

- a. Termination of employment with the Westford Public Schools
- b. Discharge or layoff and not recalled
- c. Unauthorized leave of absence taken

Time lost as a result of suspension will not constitute a break in seniority but will be subtracted from it.

In the event a reduction in the number of employees covered by this Agreement is deemed advisable by the Committee, an employee will have the right to bump an Office Professional having the least seniority provided the senior employee is qualified for the position. When two or more employees have the same seniority, it is within the discretion of the Superintendent to determine the order of layoff and recall of those employees, and his/her judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

Section 2 An employee who has had two consecutive unsatisfactory evaluations by his/her Principal, Director of Guidance, Director of Athletics or his/her designee may be laid off by the Superintendent of Schools without regard to seniority. Any person released under these conditions has no bumping rights.

Section 3 If, subsequent to a layoff, vacancies occur, any persons who have been laid off within the past twelve (12) months shall have recall rights: (a) in the classification to which they were assigned at the time of the layoff: (b) where previously and regularly assigned in Westford for a substantial part of a school year: or (c) where they were qualified at the time of layoff. At the end of the twelve (12) months, an employee loses all recall rights.

Section 4 Any employee recalled shall be notified by means of certified letter sent to his/her last address of record. The individual has seven (7) days from the sending of the registered letter to notify the Superintendent of his/her desire to return. If notification of acceptance of vacant

position is not received within this period, the individual will forfeit all rights and benefits provided for in this Article.

Section 5 A list specifying the seniority of each member of the bargaining unit shall be prepared by the Human Resource Office and forwarded to the representative of the Office Professionals within thirty (30) days following the execution of this Agreement. An updated list shall be supplied annually thereafter.

ARTICLE XVI – SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVII – DURATION

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter. The Committee and Association, for the life of this Agreement, waive the right to bargain collectively with respect to any subject of matter referred to, or covered in this Agreement.

In witness whereof, the Committee has caused this instrument to be duly executed by its authorized designees, and the Westford Educational Office Professionals, acting on behalf of the employees, has caused this instrument to be signed by its proper officers hereto duly authorized this 13th day of June, 2022.

WESTFORD SCHOOL COMMITTEE



**WESTFORD EDUCATIONAL
OFFICE PROFESSIONALS**



ATTACHMENT A

SALARY SCHEDULE

Effective 7/1/2022

(2%) Increase

1 Step Movement

	<u>HOURLY</u>	<u>ANNUAL</u>
STEP 1	\$20.66	\$32,075
STEP 2	\$21.78	\$33,814
STEP 3	\$22.70	\$35,242
STEP 4	\$23.64	\$36,702
STEP 5	\$24.60	\$38,192
STEP 6	\$25.55	\$39,667
STEP 7	\$26.48	\$41,111
STEP 8	\$26.98	\$41,887
STEP 9	\$27.55	\$42,772

ATTACHMENT A (con't)

SALARY SCHEDULE
Effective 7/1/2023
(2%) Increase 1 Step Movement

	<u>HOURLY</u>	<u>ANNUAL</u>
STEP 1	\$21.07	\$32,712
STEP 2	\$22.22	\$34,497
STEP 3	\$23.15	\$35,941
STEP 4	\$24.11	\$37,431
STEP 5	\$25.09	\$38,953
STEP 6	\$26.06	\$40,459
STEP 7	\$27.01	\$41,934
STEP 8	\$27.52	\$42,725
STEP 9	\$28.10	\$43,626

ATTACHMENT A (con't)

SALARY SCHEDULE

Effective 7/1/2024

(2 %) Increase

1 Step Movement

	<u>HOURLY</u>	<u>ANNUAL</u>
STEP 1	\$21.49	\$33,364
STEP 2	\$22.66	\$35,180
STEP 3	\$23.61	\$36,655
STEP 4	\$24.59	\$38,176
STEP 5	\$25.59	\$39,729
STEP 6	\$26.58	\$41,266
STEP 7	\$27.55	\$42,772
STEP 8	\$28.07	\$43,579
STEP 9	\$28.66	\$44,495

ATTACHMENT B

LONGEVITY SCHEDULE

An employee whose anniversary date falls within the current fiscal year (July 1st through June 30th) shall be granted an annual payment based on the following schedule:

Upon the completion of 10 years but less than 15 years	\$1000
Upon the completion of 15 years but less than 20 years	\$1150
Upon the completion of 20 but less than 25 years	\$1300
Upon the completion of 25 years and beyond	\$1550

WESTFORD PUBLIC SCHOOLS
Westford, MA 01886
OFFICE PROFESSIONALS EVALUATION FORM

This evaluation is based on the job description for the respective Office Professional position. The ratings in each of the evaluation criteria are used to assess the level of performance in each of the ten (10) evaluation performance characteristics.

E Excellent/Outstanding
C Commendable
S Satisfactory
NI Needs Improvement

Name: _____

School: _____

Position: _____

Evaluation Performance Characteristics

- ____1. Quality of Work: Accuracy, completeness, thoroughness, neatness of work
- ____2. Quantity of Work: Amount of done, maintains high output.
- ____3. Responsibility: Willingness to assume responsibility, to take initiative when appropriate, to grow in the position with experience, ability to complete delegated responsibilities.
- ____4. Adaptability: Ability to learn, perform under changes and in emergencies, grasp detail, comprehend differences between important and trivial.
- ____5. Work Habits: Organization of work, care of equipment, industry.
- ____6. Relationships with People: Ability to get along with the public, other employees and students.
- ____7. Dependability: Punctuality; attendance on the job
- ____8. Attitude: Interest in work, willingness to meet job requirements and accept suggestions, cooperation with supervisor.
- ____9. Judgment: Soundness of decisions, common sense.
- ____10. Reliability: Consistently completes work assignments on or ahead of schedule.

Comments and/or Recommendations:

Evaluator

Title

Evaluation Date

Office Professional's Signature

Conference Date

Signature only indicates that the Office Professional has reviewed this evaluation and has had an opportunity to discuss its content with the evaluator.