

AGREEMENT

between

UXBRIDGE SCHOOL COMMITTEE

and

UXBRIDGE TEACHERS ASSOCIATION

UNIT C

~~July 1, 2005 — June 30, 2008~~

**July 1, 2008 — June 30, 2011**

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**ARTICLE I**  
**RECOGNITION CLAUSE**

Pursuant to the provisions of the Chapter 150-E of the Massachusetts General Laws, the Uxbridge School Committee, hereinafter referred to as the “Committee” or the “Employer,” recognizes the Uxbridge Teachers Association/Unit C/Massachusetts Teachers Association/National Education Association, hereinafter referred to as the “Association” or “Union”, as the exclusive bargaining agent for all full-time and regular part-time secretarial employees of the Uxbridge School Committee, but excluding the Superintendent of Schools, the Director of Pupil Personnel Services, the Cafeteria Manager, the Supervisor of Plant Operations, the Executive Secretary-Bookkeeper for the Superintendent and School Committee, the Central Office Secretaries, and all other employees of the Uxbridge Public Schools.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The Parties agree that the operation of the School Department of Uxbridge, the supervision of the employees and of their work are the rights of the Employer alone. Without limiting the generality of the foregoing, the following rights are exclusively the province of the employer: to make reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; to employ outside contractors; to assign and schedule work; to determine what duties will be performed and where they will be performed; to determine employee competency and qualifications; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to take actions necessary to comply with federal or state law, regulations or mandates; to make determinations regarding layoff, and recall of employees; to discipline or discharge employees; to discuss with employees the terms and conditions of their employment, and inform them regarding employment matters; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

The foregoing enumeration of rights shall not be deemed to exclude other rights not specifically set forth. The Employer shall retain all rights not otherwise specifically restricted by this agreement. The failure to exercise any management right shall not be deemed a waiver.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**SECTION 1**

The purpose of this Article is to provide an orderly method for the settlement of disputes between the parties over a claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented promptly (or within ten (10) calendar days after it arises) and be processed in accordance with the following steps, time limits, and conditions herein set forth. If a grievance affects a group or a class of employees from more than one school, the association may commence a grievance on behalf of

such a group or class at Level 2 by submitting the grievance in writing to the Superintendent. Said grievance shall describe the group or class of employees affected.

Grievances involving suspensions will not be subject to this Article. Such appeals are subject to Chapter 71, Section 42D of the M.G.L. as amended by the Education Act of 1993.

The parties agree that pending the raising, processing, and settlement of a grievance, and during the term of this Agreement, there shall be no slowdown, stoppage, or other interference with work or School District operations, as provided for in Article IV of this Agreement.

STEP 1:

The employee shall first take up his/her grievance with his/her immediate superior, and if the aggrieved employee requests, an Association representative shall be given an opportunity to be present at a time fixed by the immediate superior, within five (5) working days of a request by an employee.

If the grievance is not settled, it shall within three (3) working days thereafter be set forth in writing, signed by the employee, and given to the immediate superior, who shall within three (3) working days after receipt thereof give his/her written answer to the grievance.

STEP 2:

If the grievance is not settled in Step 1, the Association may appeal it by giving a written notice of such appeal within five (5) working days after receipt of the immediate superior's written answer to the Superintendent of Schools, who shall discuss it with the Association representatives at a time to be fixed by the Superintendent or his/her designated representative.

The Superintendent or his/her designated representative shall give his/her written answer to the grievance within five (5) working days after the close of the discussion.

STEP 3:

If the grievance is not settled in Step 2, the Association may request a hearing before the School Committee, by submitting a written request, which may include a written summary of the basis of the grievance, to the Superintendent within 10 days of the Step 2 response. The Superintendent will present the request to the School Committee in executive session at the next available meeting, and shall communicate the School Committee's decision to the Association in writing within 5 days of the decision. If the decision is a denial of the request, then the Superintendent's written notification of the denial to the Association shall serve as the District's Step 3 response for the purposes of this Article. Should the School Committee agree to hear the grievance, the hearing will held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the School Committee elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Committee's written Step 3 response shall be due within 30 days after the hearing.

STEP 4:

If the grievance is not settled in Step 3, it may be appealed by a written notice of such appeal given by the Association to the School Committee within ten (10) working days after receipt of the written answer of the School Committee to arbitration in accordance with the procedure and conditions set forth in the arbitration clause hereinafter set forth below in Section 4.

SECTION 2

The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Committee's representative fails to give his written answer within the time limit therein set forth, the grievance shall be deemed to be denied and the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Association at any step to process according to the time limits set forth herein shall mean that the Association has waived the grievance and the right to proceed further.

SECTION 3

The settlement of a grievance in any case shall not be made retroactive for a period exceeding ten (10) working days prior to the date the grievance was first presented in writing.

SECTION 4

If the grievance is not settled in the foregoing steps and it involves the claimed violation of a specific arbitrable provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. Said demand shall be filed with the American Arbitration Association within ten (10) working days of the School Committee's answer in Step 3, or the Association's answer to the School Committee's claim of a violation of the No-Strike (Article IV) provision.

The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the grievant. The fees and expenses of the arbitrator shall be borne equally by the parties.

Each party shall bear the full costs for its representation in the arbitration and the remaining costs will be shared equally between the parties.

**ARTICLE IV**  
**NO-STRIKE**

The Association agrees that for the duration of this Agreement it shall not engage in a strike, nor shall it induce, encourage, or condone any strike, work stoppage, slowdown or withholding of service.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons or other employers, unions, or associations who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

If the School Committee claims the Association has violated any provision of this Article, it may present such claim to the Association in writing. The President of the Association shall arrange for a meeting between the School Committee's representatives and the Association or its representatives to take place within five (5) calendar days. Upon conclusion of the meeting, the Association will provide the School Committee with its written decision within five (5) calendar days. If the claim is not resolved, the School Committee may submit the dispute to an Arbitrator under the procedures described in Article III of this Agreement.

## **ARTICLE V** **WORK YEAR/WORK DAY**

### **SECTION 1 – Work Year**

A.1 The work year of employees covered by this Agreement will be set by the Superintendent without restriction by any provisions of this Agreement. There are no implied minimum number of days associated with any employee and/or position.

A.2 Full time positions are 52 weeks per year and 35 hours or more per week. ~~The SPED secretarial position will be maintained at 30 hours per week 52 weeks per year for the life of this contract unless mutually agreed to otherwise.~~ The Superintendent retains the right to create new positions which may be less than 35 hours per week and 52 weeks per year.

### **SECTION 2 – Work Day**

A. All employees covered by this Agreement will be considered hourly rated employees and as such only paid for the number of hours actually worked, unless provided otherwise by this Agreement.

B. The daily schedule defining the number of hours worked by each employee will be determined solely at the discretion of the Superintendent of Schools. This discretion includes but is not limited to the right to increase or decrease the number of daily and/or weekly hours worked by each employee.

C. The daily starting and dismissal time for each employee will be scheduled by the Building Principal. Each employee will be at his/her assigned building and assigned work station, prepared to work, at the start of each scheduled day. The total hours worked in a year must be authorized by the Superintendent.

D. Full time employees shall be entitled to a thirty minute paid lunch period and a ten minute rest period in the morning and afternoon. All lunch and rest periods shall be scheduled by the supervisor in charge and shall not count towards hours worked for overtime purposes.

E. An employee who is required to work more than eight (8) hours on any work day or forty (40) hours in any work week will be paid one and one-half (1.5) his/her regular hourly rate, except that an employee who is required to work on a holiday or weekend shall be paid at a rate of one and one-half (1.5) his/her rate for any time worked. The employee shall be paid for a minimum of two (2) hours on any day he/she works overtime. Overtime must be authorized in writing in advance by the Supervisor and the Superintendent, and a twenty-four (24) hour notice given to the employee unless an emergency is in force.

F. Summer Hours. During a period of the summer designated by the Superintendent, Unit members will work one hour less per day. The District shall have the discretion, with reasonable notice, to require a Unit member or Unit members to work the full work day when needed with reasonable notice.

## **ARTICLE VI** **PROBATIONARY PERIOD CLAUSE**

A newly hired employee, during his/her first ninety (90) calendar days of employment (excluding school vacation periods), shall be a probationary employee and shall not accrue any seniority in the bargaining unit. During this probationary period, the employer may discharge the employee and terminate his/her employment, in its sole judgment, without recourse by the employee or the Union, and the employer's action shall not be subject to the grievance or arbitration provisions of this agreement.

If the employer retains the employee after the completion of the probationary period, the employee's seniority in the bargaining unit shall be computed from the employee's first day of employment.

Prior to the expiration of an employee's probationary period, the employer may extend the period by sixty (60) calendar days by giving written notice to the employee. During the extension of the probationary period, the employee will not accrue any seniority.

Extended absences of five (5) or more consecutive work days, for any reason, shall not count towards the completion of the probationary period.

## **ARTICLE VII** **EXPRESSED WAIVER ("ZIPPER" CLAUSE)**

The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Union during negotiations.

Accordingly, the Union expressly waives the right during the term of this Agreement to demand, discuss or negotiate upon any subject matter, whether or not such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

**ARTICLE VIII**  
**REDUCTION IN FORCE**

**SECTION 1**

The Superintendent reserves the right to determine the number of employees in the bargaining unit.

**SECTION 2**

Seniority, for purposes of reduction in force, shall be defined as the number of days, months, and years of continuous paid service to the Uxbridge Public Schools, with the following exception: Members of the unit, at the time of signing of the first agreement, shall be “grandfathered” seniority, in that they shall be given seniority credit for their total service to the Uxbridge Public Schools, regardless of their interruptions or the positions which they held, provided such total service was in a position currently covered by the recognition clause of this bargaining unit.

**SECTION 3**

Any leave of absence as defined in the present contract shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service and seniority will mean the total number of years, months, and days preceding the leave, added to the total number of years, months, and days after resuming active duty after the leave of absence.

**SECTION 4**

Should the School Superintendent determine to reduce the number of employees in the bargaining unit, he/she agrees to consider:

- a. Job Performance
- b. Qualifications
- c. Experience
- d. Length of service (Seniority as defined in Section 2 above)

and when all factors which constitute job performance, qualifications, and experience are determined by the School Superintendent to be equal, then length of service (Seniority) with the Uxbridge Public Schools will determine which employees are to be laid off.

SECTION 5

Employees laid off under this Article will have recall rights for a period of two (2) years.

SECTION 6

Employees laid off and while still eligible for recall may, subject to Town and Insurance Carrier approval, maintain their medical insurance coverage by paying 100% of the cost.

SECTION 7

All reductions carried out under the provisions of this Article shall be subject to the grievance/arbitration provisions of this Agreement.

SECTION 8

Notice of any reduction will be given to the affected employee and the Association no later than thirty (30) days prior to the actual layoff.

SECTION 9

The Superintendent will provide the Association with an updated seniority list of all members of the unit within ninety (90) days of signing this Agreement and annually thereafter.

SECTION 10

1. When a position becomes open either by retirement or resignation existing employees may apply and will be given every consideration.
2. Ordinarily, transfers will be made through an application process.
3. Involuntary transfers will be made only when necessary to meet the operational needs of the District, including but not limited to, reduction in force.

**ARTICLE IX**  
**JURY DUTY**

Bargaining unit members who are called to serve Jury Duty will be compensated at their regular rate of pay. Upon return from said Jury Duty employees will be required to submit to the Superintendent a copy of their participation form as supplied by the court system.

**ARTICLE X**  
**BENEFITS**

**SECTION 1**

Sick leave is defined as absence with pay for personal illness, disability, or medical appointments, which prevents the employee from performing the duties and responsibilities of the employee's job.

Bargaining unit members employed 52 weeks per year shall be provided with eighteen (18) sick leave days each year, effective July 1, 2002. Sick leave shall accumulate to ~~one hundred forty (140) days~~ **one hundred eighty (180) days**. School year employees will earn fifteen (15) sick leave days per year.

Up to five (5) sick days annually may be used to provide for any bargaining unit member's absence due to hospitalization or medical emergencies of a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, or relative living in the household as a member of the family.

If, in the opinion of the Building Principal, there is a question as to justification for the use of a sick leave day(s), the Building Principal may require an examination of the employee by a physician selected and paid for by the School Department.

Employees shall be entitled to the benefits of the Family Medical Leave Act. Leave will be administered on a twelve (12) month rolling basis.

Family and medical leave shall otherwise be administered and governed by a system-wide FMLA policy.

**SECTION 2**

In the event a unit member is absent from school on account of an illness or injury, for which the unit member is entitled to and receives workmen's compensation benefits, or the benefits of income maintenance insurance which in whole or part is paid for by the Town of Uxbridge, the School Committee will for a period of certified disability that said benefits are received, or until the end of the current school year, whichever period terminates first, pay to the unit member the difference between the unit member's per diem rate and the benefits received. Sick leave days will be debited on the basis of the benefit paid by the School Committee. The unit member may decline to receive any benefit during this period. In such cases no sick leave will be deducted.

**SECTION 3**

In each year, an employee may be granted up to three (3) days of leave for imperative personal business or legal obligations that normally cannot be attended to outside of work hours. Requests for such leave must be made in writing to the Supervisor and Principal or

Superintendent as early as possible, but no less than twenty-four (24) hours before such absence occurs except in emergencies. Said requests will state the general nature of the need for such leave, i.e. medical, legal, bereavement, etc. No personal leave will be granted for the sole purpose of extending a holiday or vacation period, nor with respect to days preceding or immediately following a weekend, holiday, or vacation, except with the permission of the Superintendent. ~~Unused personal days will be carried over into the next school year as sick days.~~ **Any employee who has accumulated sick leave days may convert two (2) sick leave days for personal use. Further days may be granted at the discretion of the Superintendent.**

#### SECTION 4

When the death of a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or relative living in the household as a member of the family occurs in the family of an employee, such employee shall be granted bereavement and funeral leave of five (5) consecutive working days without loss of pay.

#### SECTION 5

When the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle or aunt occurs in the family of an employee, such employee shall be granted funeral leave of three (3) working days without loss of pay for the purpose of attending the wake or the funeral of such deceased relative. **One bereavement day may be taken for the wake or funeral of a friend.**

#### SECTION 6

A leave of absence may be given by the Superintendent, if the Superintendent feels it is in the best interest of the District to do so.

#### SECTION 7

A travel allowance of ~~\$.22 per mile~~ **IRS rate per mile** will be paid to an employee when it is necessary for him/her to use his/her automobile in the course of his/her employment. Each such use must be authorized in advance by his/her supervisor and the Superintendent.

#### SECTION 8

Vacation time for full time employees only.

1 week	in year 1 of employment
2 weeks	in year 2 of employment
3 weeks	in year 3 of employment
4 weeks	in year 4 and beyond
<b>5 weeks</b>	<b>in year 15 of employment</b>

Requests for vacation time for the summer months are to be filed with the Superintendent of Schools by June 1<sup>st</sup> of each year. Prior to this date the Superintendent shall specify days for

which vacation time may be requested. In the event the Superintendent determines that a conflict exists in the days requested, then days shall be granted on the basis of seniority. A maximum of ten (10) days of unused vacation time may be carried over from one year to the next with the approval, in advance, of the Superintendent of Schools. In the event of an employee's absence or tardiness due to weather-related emergencies such as snowstorms or floods, employees may make use of vacation time or flextime provisions to cover such tardiness or absence, subject to the immediate supervisor's approval.

SECTION 9

~~Insurance benefits will be the same as that available to all Town employees.~~

**In the event that any employee covered by this Agreement, being eligible therefore, elects to participate in and be covered by any group insurance plan provided by the Town of Uxbridge to its employees under the provisions of Massachusetts General Laws, Chapter 32B, the Employer agrees to pay for each such employee that portion, expressed as a percentage, of the premium for such coverage as follows:**

**Contract Year: 2008/09 77.5% Employer / 22.5% Employee  
2009/10 75% Employer / 25% Employee  
2010/11 75% Employer / 25% Employee**

**\* Effective July 1, 2008, all new hires will contribute 30% of Health Insurance premium and the employer will contribute 70% of premium.**

In the event of changes to insurance programs, copayments, and premium contribution rates affecting other Town employees, such changes shall apply to members of this Unit without any further obligation to bargain

SECTION 10

A. Paid holidays for bargaining unit members are as follows:

Labor Day*	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Washington's Birthday
½ day before Thanksgiving	Good Friday
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Christmas	July 4

\*Provided the employee is scheduled to work prior to Labor Day. No corresponding asterisk.

B. ~~Employees shall be entitled to one half day off on the day before Christmas if Christmas falls on Tuesday through Saturday.~~ **Employees shall be entitled to one full day off**

**on the day before Christmas and the day before New Years as long as school is not in session.**

C. If Veteran's Day, Christmas Day or New Years Day falls on a Saturday, then Friday shall be the paid holiday, and the paid Christmas Eve half-day holiday shall be Thursday. If Veteran's Day, Christmas Day or New Years Day falls on a Sunday, then Monday shall be the paid holiday, and there will be no paid half-day holiday.

#### SECTION 11

School year employees will be paid for the same holidays listed in Section 10 with the exception of July 4.

~~One half day, the day before Christmas, if Christmas falls on Tuesday through Saturday.~~

#### SECTION 12

Full time and part-time employees will be given an additional floating holiday, taken at the discretion of the employee, subject to adequate notice to the Superintendent of Schools. This floating holiday may be taken in one-half (1/2) day's increments.

#### SECTION 13

In order to be eligible for holiday pay under either Section 10, Section 11, or Section 12, an employee must work the last scheduled work day immediately before and the first scheduled work day immediately after the holiday, except when excused by the Superintendent. All recognized leaves of absence under the contract will be accepted as excused absences. Leaves taken under the Family Medical Leave Act will be considered recognized leaves under the contract.

#### SECTION 14

~~Each July 1<sup>st</sup>~~ **All members will receive a statement, which lists wages for the new fiscal year, sick days, vacation days and personal days available for use during the new fiscal year by the second payroll of the new fiscal year.**

### **ARTICLE XI** **SICK LEAVE BANK**

A. A sick leave bank is hereby established for the benefit of the secretaries covered by this Agreement who have exhausted their annual and accumulated sick leave and who require additional sick leave days to recover from illness.

B. The Sick Leave Bank Committee will be established yearly. It shall be administered by a joint committee consisting of three (3) members appointed by the Superintendent and two (2) members appointed by the Union. Said committee shall meet at such

times and places, as the members thereof shall mutually agree upon. Said committee shall adopt such rules and regulations, not inconsistent with the provisions of the Article, as it deems desirable and appropriate for the governance and administration of the sick leave bank. The sick leave bank shall not be the subject of a grievance under the terms of this Agreement.

C. The secretaries covered by this Agreement shall contribute, from their unused accumulated sick leave, sick leave days to the sick leave bank as necessary to maintain a maximum of eighty (80) days beginning every July 1<sup>st</sup> of this contract.

1. No more than a total of eighty (80) days shall be available year starting July 1, 2002, and every year thereafter.
2. All new hires must contribute one (1) day during their first year of employment. All present employees will automatically be eligible for the Sick Leave Bank.
3. Should the bank fall below 60 days all bargaining unit members will contribute one (1) day at the start of the next fiscal year.

D. No later than July 10 each year the Superintendent will furnish the Association with an updated status report for the Sick Leave Bank which also lists any and all days contributed by new employees.

The Sick Leave Bank Committee shall not allocate sick leave days to secretaries covered by this Agreement beyond the number of sick leave days remaining and available in the sick leave bank at any given time.

## **ARTICLE XII** **DUES DEDUCTION**

The Committee hereby agrees to have certified to the Treasurer of the Town of Uxbridge all payroll deductions from the wages of employees for payment of dues to the Uxbridge Teachers Association/Massachusetts Teachers Association/National Education Association, as the employees may individually and voluntarily authorize to be deducted and to request the Town Treasurer to transmit the deducted amounts to such Associations. The deductions will be made in twenty-six (26) equal installments on a form provided by the Union.

All Unit C members not selecting to become members of the UTA will be required to pay an Agency Service Fee in accordance with Chapter 150B, Section 12, of the Massachusetts General Laws.

It is specifically understood and agreed that the Town of Uxbridge, the Uxbridge School Committee, its Officers and Agents, shall be saved harmless for such deductions under this Article. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the Town of Uxbridge, the Uxbridge School Committee and its Officers and Agents to the Uxbridge Teachers Association/Massachusetts Teachers Association/National

Education Association; the Town of Uxbridge, the Uxbridge School Committee and its Officers and Agents, are no longer responsible for same.”

**ARTICLE XIII**  
**RETIREMENT PROVISION**

Upon retirement, pursuant to the applicable retirement law of Massachusetts, an employee will be paid a one-time payment not to be considered regular earnings, under the following schedule of service:

10-14 Years	\$650.00
15-19 Years	\$750.00
20-24 Years	\$1,150.00
<del>25-29 Years</del>	<del>\$1,400.00</del>
<del>30-34 Years</del>	<del>\$1,900.00</del>

**Bargaining Unit Members who have been employed by the Uxbridge Public School’s for a minimum of 20 years will be eligible for a “buy-back” up to 100 unused sick days at \$50 per day. These employees may choose to take the \$1150 provision or the buyback, whichever is greater.**

This retirement payment would require a one-year’s notice prior to the retirement date or if no notice, there would be a one-year delay in payment. Service would be calculated using seniority as defined in Article VIII, Section 2. Notification of retirement needs to be made by February 1<sup>st</sup>.

Bargaining unit members will have the option of receiving their retirement provision in a lump sum or to be paid in two installments by July 31<sup>st</sup> and January 31<sup>st</sup> of the fiscal year following the year in which it is earned with the exception of employees who retire during the school year. In this case the first retirement payment will be made by either January 31<sup>st</sup> or July 31<sup>st</sup>, whichever comes first.

In the event of the death of a bargaining unit member before payment is made such payment shall be forwarded to the employee’s estate.

**ARTICLE XIV**  
**POSTING**

Bargaining unit vacancies and new positions will be posted for seven (7) workdays from the day the vacancy occurs or the new position is available. The purpose of this posting is to give notice only and does not infer any preferential consideration for current employees.

A unit representative designated by the Association will be provided with all job postings made by the Uxbridge School District.

**ARTICLE XV**  
**EMPLOYEE ASSISTANCE PROGRAM**

The School Committee will solicit Request For Proposals for an Employee Assistance Program to be available to employees effective July 1, 1993.

**ARTICLE XVI**  
**TUITION FREE ENROLLMENT**

The children of non-resident bargaining unit members will be admitted under School Choice if allowed by State regulations and School Committee policy.

**ARTICLE XVII**  
**PRE-SCHOOL/DAYCARE PRIORITY**

The children of bargaining unit members will be given preference in pre-school/daycare enrollment at the established rates.

**ARTICLE XVIII**  
**JUST CAUSE**

No bargaining unit member will be discharged or suspended without pay without just cause. For the purpose of the preceding sentence, "discharge" shall mean dismissal from the employ of the School District for a disciplinary reason, and shall not include any action taken pursuant to a reduction in force.

**ARTICLE XVIV**  
**DURATION**

This Agreement shall continue in full force and effect from July 1, 2005 through June 30, 2008. Collective bargaining for a new agreement to become effective upon expiration of this Agreement may be initiated by either party by October 1, 2007 by giving written notice to the other party. If negotiations are not complete by June 20, 2008, the provisions of this Agreement will remain in full force and effect until such successor agreement is executed.

**FOR THE UXBRIDGE SCHOOL  
COMMITTEE**

**FOR THE UXBRIDGE TEACHERS  
ASSOCIATION – UNIT C**

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**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX A**  
**Salary Schedule (Hourly Rate)**

Step	2008-09	2009-10	2010-11
	4.0%	4.0%	4.0%
1	\$13.20	\$13.73	\$14.27
2	\$14.20	\$14.76	\$15.35
3	\$14.84	\$15.43	\$16.05
4	\$15.29	\$15.90	\$16.54
5	\$15.75	\$16.38	\$17.03
6	\$16.21	\$16.86	\$17.54
7	\$16.68	\$17.35	\$18.04
8**	\$17.39	\$18.08	\$18.81
8E	\$17.39	\$18.08	\$18.81

\*\* Employees with 10+ years of experience will receive an additional \$.40 an hour for the life of this contract. This increase shall be effective on the employee's anniversary date.

Notes:

1. Step raises will be awarded on July 1<sup>st</sup> of each year for those employees who have given satisfactory performance and evidence of professional growth during prior work year. New hires must be working for at least six (6) months (January 1<sup>st</sup> or before) in order to advance on July 1<sup>st</sup>. The Superintendent of Schools in his/her sole discretion will make the determination as to those employees who will not be awarded the annual step raise. Employees who are to be denied the annual step raise will receive written notice prior to May 1. Said notice, setting forth the reason why the Superintendent has found unsatisfactory performance and/or lack of professional growth. The Superintendent's decision to withhold an annual step raise will be subject to the grievance/arbitration process of this contract.

2. The Superintendent retains the exclusive right to determine the initial placement on the Salary Schedule for those employees hired from outside the bargaining unit or transferring or promoted within the bargaining unit. While the Superintendent reserves the right to place new hires on the salary schedule, it is agreed that no new hire will be placed on the top step. Step raises thereafter will be according to the requirements set forth in Note 3.

3.A An Education Incentive differential of \$1.00/hour will be paid to those employees who during their employment in the Uxbridge School System, achieve a two-year degree in a secretarial field such as typing, computer, Business and/or Bookkeeping from a degree granting institution as determined by the Superintendent of Schools.

In filling positions in which there is a critical need, the Superintendent may give credit for other related service not specified above. In such instances, the Superintendent shall notify the Association of the step placement.

3.B. An Educational Incentive differential of \$1.00/hour will be paid to those employees who, during their employment in the Uxbridge School System, achieve a four year Bachelor's Degree in secretarial field such as typing, computer, Business and/or Bookkeeping from a degree granting institution as determined by the Superintendent of Schools. If a bargaining unit member is already earning \$1.00 extra for their Associate's Degree he/she will receive an additional \$1.00 for earning a Bachelor's Degree.

4. Longevity Pay

There will be an additional salary provision based on years of service in the Uxbridge School system as of September 1 of each year. Effective July 1, 1997, the following amount will be added to the secretaries annual compensation:

Longevity will be paid in a separate lump sum check on the ~~second~~ **first** payroll date of the new fiscal year according to the following schedule:

<b>After 5 years</b>	<b>\$200</b>
<b>After 10 years</b>	<b>\$350</b>
<b>After 15 years</b>	<b>\$500</b>
<b>After 20 years</b>	<b>\$1500</b>

The years in service will be calculated according to the seniority. Seniority means a secretary's length of continuous uninterrupted service in years, months, and days commencing with the first day of work.

5. As of July, 2003 paychecks will be issued weekly.