

**AGREEMENT**  
Between the  
**HUDSON SCHOOL COMMITTEE**  
And the  
**HUDSON SCHOOL ADMINISTRATIVE  
ASSISTANT ASSOCIATION**

**July 1, 2023 – June 30, 2026**

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Agreement between the  
HUDSON SCHOOL COMMITTEE  
And the  
HUDSON SCHOOL ADMINISTRATIVE  
ASSISTANT ASSOCIATION

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Hudson School Committee (hereinafter referred to as the "Committee" or the "Employer") and the Hudson School Administrative Assistant Association (hereinafter referred to as the "Association"). In consideration of the mutual promises herein contained, the Committee and the Association do hereby agree as follows:

**ARTICLE I - RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of a collective bargaining agreement, and any questions arising thereunder, the Committee recognizes the Association as the sole and exclusive bargaining agent and representative of all employees employed as Administrative assistants (hereinafter referred to as "employees"), excluding all other employees of the Hudson Public Schools.

**ARTICLE II - NO STRIKE CLAUSE**

No member of the bargaining unit covered by the terms and provisions of this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service.

**ARTICLE III - GRIEVANCE PROCEDURE**

**Definitions:**

1. "Grievance" - A dispute involving the meaning, interpretation or application of this Agreement.
2. "Business Day" - School days during the school year and any day on which the Office of the Superintendent of Schools is open during the summer vacation period.

**STEP 1:** The grievance shall be presented by a written statement of the grievance to the Principal or the immediate supervisor or a designee within seven (7) business days of the occurrence of the event upon which the grievance rests and said writing shall specify the sections of the contract involved and the relief sought. An answer in writing shall be given within seven (7) business days after the presentation of the grievance. If there is no answer, the grievance is deemed denied.

**STEP 2:** If the grievance is not settled at Step 1, it may be submitted, in writing, to the Superintendent, or a designee, within seven (7) business days of the Step One answer. An answer, in writing, will be given within seven (7) business days of the presentation of the grievance. If there is no answer, the grievance is deemed denied.

**STEP 3:** If the grievance is not settled at Step 2 it may be submitted, within seven (7) business days, to arbitration in accordance with the voluntary arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties if supported by substantial evidence and in conformity with the contract. Any grievance hereunder which is not presented within the foregoing procedures is deemed waived and may not be submitted to arbitration.

The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. No arbitrator shall set aside an action of the Committee, the Superintendent and/or a Principal involving the exercise of judgment in the interpretation and application of any of the provisions of this Agreement unless the Association establishes that there was no reasonable basis for such judgment and the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee, the Superintendent and/or the Principal(s) other than those expressly set forth in this Agreement. Each grievance shall be separately processed in any arbitration proceeding unless the parties otherwise agree. The decision of the arbitrator, if within the scope and power of the arbitrator under the specific provisions of this Agreement, shall be final and binding upon the Committee, the Association and the employee(s) involved in the grievance.

The cost for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the Committee and the Association.

#### **ARTICLE IV - PERSONNEL FILES**

One official personnel file shall be maintained for each employee at the Superintendent's Office, in addition to other files that relate to the prior and current school years that may be kept in the building in which the employee serves. Access to the files shall be restricted to those personnel designated by the Superintendent.

Each official personnel folder shall contain a completed application form, copies of appropriate medical records, letters of employment, assignment, or transfer actions, and other documents of a personnel nature relative to the individual.

Employees will receive a copy of any materials which are in their personnel files, at no charge, within five (5) business days of their request. Should an employee wish to place a response to an item in the file, they may do so by forwarding the item they wish be placed in the

file to the Superintendent or a designee within ten (10) business days of receipt of the documents to which they are responding.

An employee may review their own personnel file upon written request at any time during which the Central Administration Office is open, provided that the Superintendent or a designee is available. If immediate access is not a possibility, an opportunity to review one's personnel file will be scheduled within two (2) business days of the initial request.

## **ARTICLE V - SALARY SCHEDULES**

**Placement on the Salary Schedule:** Initial placement on a salary schedule shall be made by the Superintendent. Each posting shall indicate the salary schedule or classification for the position.

**Step Advancement:** The salary schedule shall contain steps of one year intervals. Advancement from one step to the next shall occur only as of July first. An employee must have been employed by January first of the prior year in order to get advancement to the next step on July first of the current year. Progress from one step to the next requires a written recommendation of the Principal, supervisor or a designee directly delegated by the Superintendent.

**Longevity:** Longevity increments shall be awarded yearly to full-time employees, accruing on July 1 of each year, payable in a lump sum at the end of the fiscal year. The amounts of said increments shall be as follows:

After ten (10) years but less than fifteen (15):	\$550.00
After fifteen (15) years but less than twenty (20):	\$700.00
After twenty (20) years:	\$850.00
After twenty-five (25) years:	\$1325.00

Part-time employees shall be entitled to longevity increments after ten years of service, prorated to indicate their part-time service.

**Payments:** Ten month employees will receive the payments due in July and August in a lump sum at the close of the academic year.

**Direct Deposit:** All employees shall receive their pay through direct deposit and will provide the necessary paperwork to payroll.

## ARTICLE VI - WORKING SCHEDULE

**Delayed Openings or Cancellation for Inclement Weather:** If School is delayed, employees will follow the stated delay time without loss of compensation.

**Work Day:** The normal work day for employees shall be seven and one-half (7 ½ ) hours, exclusive of a lunch period with specific hours of work to be scheduled by the Principal or immediate supervisor in each building. All employees working less than thirty-seven and one-half (37 ½ ) hours per week will be classified as part-time and will be eligible for benefits on a prorated basis.

**Work Year:** All twelve-month employees shall be scheduled to work for fifty-two weeks per year. Full time 224-day employees shall be scheduled to work for 224 days.

If a 224-day employee wishes to take vacation time during a school vacation, they can work these days during the summer with the approval of the Principal. The 224-day work year of the 224-day employee is defined as:

- 7 days before the professional school year
- 183 professional school days
- 14 paid holidays (full day)
- 4 days during the December recess
- 4 days during winter vacation
- 4 days during spring vacation
- 8 days following the last day of school

During periods when school is not in session, the workday for all employees not assigned to the Central Administrative Office shall be determined at the discretion of the Principal or the immediate supervisor. Employees' work schedules may be adjusted to provide for the maximum office coverage during vacation periods.

If the last day of school falls so late as to extend 224-day employees' work year past June 30<sup>th</sup> of the calendar year, said administrative assistants may elect to:

1. Use available vacation days or personal days from the previous year's allotment or from the new fiscal year's allotment. Only in this specific circumstance may personal or vacation days be brought forward, with the exception of up to a 5-day vacation carry-over if approved by the Superintendent.

2. Take unpaid day(s).
3. If approved by the Principal or supervisor, report to work prior to 7 days before the start of the next professional school year for the same number of days not worked after the school year.

**Health and Safety Committee:**

1. A Health and Safety Committee will be established consisting of up to three (3) representatives appointed by the School Committee and three (3) representatives appointed by the Association. The Health and Safety Committee will be responsible for advising the Superintendent on issues involving a healthy and safe environment.
2. Individual Concerns regarding matters of health and safety shall, where applicable, be brought to the immediate attention of the building principal
3. In addition, the Health and Safety Committee is encouraged to create health and safety information programs.

**ARTICLE VII - PAID HOLIDAYS**

The following days shall be recognized as legal holidays for all employees:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Martin Luther King Jr. Day	½ day preceding Thanksgiving
Patriot's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	½ day on Christmas Eve (if it falls during workweek only)
Independence Day	½ day on New Year's Eve (if it falls during workweek only)
Labor Day	

Employees shall be eligible for holiday pay only if they were scheduled for and did work both on their last regularly scheduled working day prior to the holiday and their next regularly scheduled working day following the holiday.

Personal days may not be taken in conjunction with holiday(s) if school is in session on the days surrounding the holiday, unless the Superintendent or a designee shall have approved a written request to use a personal day in conjunction with a holiday.

## ARTICLE VIII - VACATION LEAVE

Employees who hold twelve-month positions shall be eligible to earn vacation leave in accordance with the following schedule:

A credit of one (1) day with pay for each month worked prior to July first, up to a maximum of ten (10) days, may be earned annually.

Twelve-month employees having more than five (5) years of service shall be entitled to additional vacation leave earned as follows:

6 - 10 years:  $\frac{1}{2}$  day per/month to 5 days per/year for a total of 15 days per year;

or

over 10 years: 1 day per/month to 10 days per/year for a total of 20 days per year;

or

over 20 years: 1  $\frac{1}{2}$  days per/month to 15 days per/year for a total of 25 days per year.

Employees who hold 224-day positions will be eligible to earn vacation leave in accordance with the following schedule:

1 - 5 years: .2 day per/month for a total of 2 days per year;

or

6 - 10 years: .3 day per/month for a total of 3 days per year;

or

over 10 years: .4 day per/month for a total of 4 days per year;

or

over 20 years: .5 day per/month for a total of 5 days per year.

The term "years" as set forth above refers to continuous years of service.

Vacation earned pursuant to this article will be available for use during the fiscal year in which it is earned. Vacation leave may not be carried over from one year to another. However, upon written request to the Superintendent, permission may be granted to carry over vacation leave for one year only. Requests for special consideration must be made in writing prior to May 15th of the year in which the leave was to have been used. Authorization for carrying over vacation leave shall be in writing.

Benefits for part-time employees will be prorated on actual service.



Unpaid vacation leave may be taken with the written approval of the Superintendent or a designee.

Vacation leave must be taken according to a schedule approved by the Superintendent or a designee with prior notice and written approval. Compensation shall be on a per diem basis predicated on the annual salary determined by the salary schedule in force at the time the leave is taken. Not more than two weeks' vacation may be taken at any one time unless written approval is obtained from the Superintendent or a designee. The Superintendent may limit the number of employees permitted vacation leave from any one facility or system-wide at their discretion. Ordinarily, vacation leave shall be used only when school is not in session. However, exception to this general restriction may be granted at the discretion of the Superintendent or a designee.

If a 224-day employee applies for and is appointed to a 12-month position, said employee would from that point forward earn vacation at a rate commensurate with their prior service in the Hudson Public Schools.

## **ARTICLE IX - PERSONAL LEAVE DAYS**

All employees will be granted up to three (3) days of leave with pay per school year. Said leave may be taken for any purpose, other than vacation, recreation, or other employment and may not ordinarily be used in conjunction with holidays or school vacations. Requests for leave must be made in writing, except for emergencies, at least one (1) business days prior to taking such leave. Exceptions must be requested in writing and approved in advance by the Superintendent or a designee.

### **At the end of the school year:**

An employee with three (3) remaining unused personal leave days may roll over (1) unused personal leave day into the next year and one (1) unused personal leave day into their accrued sick leave and one (1) unused personal leave day will be forfeited.

An employee with two (2) remaining unused personal leave days may roll over one (1) unused personal leave day into the next year and one (1) unused personal leave day into their accrued sick leave.

An employee with one (1) unused personal leave day remaining may roll over one (1) unused personal leave day into the next school year.

The employee may have a maximum balance of four (4) personal leave days a year.

**Leave Without Pay:** Employees may be granted additional leave days without pay at the sole discretion of the Superintendent.

**Bereavement Leave:** A maximum of five (5) days leave at any one time may be granted in the event of the death of an employee's spouse, significant other, child, grandchild, son-in-law, daughter-in-law, brother, sister, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or immediate member of the employee's household.

Two (2) days leave at any one time may be granted in the event of the death of an employee's grandparent or grandparent-in-law. One (1) day leave at any one time may be granted in the event of the death of an employee's uncle, aunt, niece or nephew. An employee may request special consideration under this policy in the event of the death of an individual whose special relationship to the employee necessitates the presence or participation of the employee at the services. This special consideration cannot be presumed; it must be approved in advance by the Superintendent or their designee.

"Significant other" shall be defined as an adult other than a "blood relative" or an in-law, whom the member identifies on a form provided by the employer with input from the Association President, as residing in the member's household with whom the member has an emotional, physical and financial relationship similar to that of a married couple, but whom the member chooses not to marry or cannot legally marry. The two adults involved must have a mutual obligation of support for the basic necessities of life. This definition of "significant other" applies only to Article IX Bereavement Leave.

**Legal Proceedings:** Time necessary for appearance in legal proceedings connected with the employee's employment in the Hudson Public Schools and/or in other cases where the employee has been cited as a material witness in a matter involving the Hudson Public Schools shall not be counted as personal leave. This section shall not apply in instances where the employee is the plaintiff and the Town of Hudson the defendant in a legal matter.

**Professional Leave:** Professional Days for job-related workshops shall be granted at the discretion of the Superintendent or a designee.

**Jury Duty:** If an employee covered by this Agreement is required to and does perform jury service, the employee shall be compensated the difference between compensation received from performance of jury duty service and the employee's regular salary, provided the employee furnishes appropriate evidence from the court of such services, and further provided that the employee has made every effort to schedule such service during a school vacation.

## **ARTICLE X - SICK LEAVE**

**Entitlement:** Employees shall be entitled to twelve (12) sick days per year for the first five years of service and thirteen (13) sick days per year after the completion of five years of service. Unused sick days shall continue to accrue from year to year provided that the total

accumulation shall not exceed two hundred twenty four (224) working days for 224-day employees and two hundred sixty (260) working days for 12-month employees. These maximum days of sick leave accumulation of two hundred twenty four (224) and two hundred sixty (260) working days do not apply to the sick leave buyback provision of this Article X, which has an annual limit of two hundred (200) working days for the entire bargaining unit that are eligible for reimbursement.

By the second pay date in October, 224-day employees shall receive an annualized salary sheet, which includes a statement of sick leave, vacation time and personal days that the Employer anticipates will be available during the ensuing school year. 12-month employees shall receive these sheets each July.

**Notification:** The Principal or supervisor must be notified of the use of sick leave prior to the start of the work day. Use of sick leave must be reported on the weekly time sheet.

**Serious Illness in Employees Immediate Family:** Employees may use up to ten (10) accrued sick leave days to care for a member of the employee's immediate family with a serious illness (with prior approval and supporting medical documentation of illness). Immediate family shall be defined as the employee's spouse, child, parent, or other relative living in the employee's household.

**Certification of absences:** The Principal or supervisor may require a medical certification for absences where the Principal or supervisor determines there is a pattern of absences or the employee has been absent on five consecutive days. Injury, illness, or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave.

**Sick Leave Bank:** A Sick Leave Bank ("bank") shall be established for the exclusive use of those employees who have exhausted their accumulated and annual sick leave and who were enrolled in the bank in accordance with the provisions listed below:

- a. Employees are eligible to join the bank only once per year, by September 30th, and failure to exercise one's opportunity to enroll on or before that date shall mean that an applicant must wait until the next September first in order to enroll.
- b. The initial membership eligibility requirement is that an employee interested in joining the bank must have a threshold figure of twenty (20) days accumulated sick leave as of September 30th, or any subsequent September 30th before becoming a "member". Membership shall continue from year to year, unless the employee submits a written notice of withdrawal to the Superintendent on or before September 30th of any year.
- c. An employee desiring to become a member of the bank shall notify the Superintendent, in writing, on or before September 30th or any subsequent September 30th, that they/them authorized the transfer or donation of two (2) days of their annual sick leave in order to fund the

bank and become a member. The transferred days become the property of the bank and the donor forfeits any future claim to the days donated.

d. The bank shall only exceed a total of one hundred and fifty (150) days by the number of days donated by new members joining as of an enrollment date. However, if the number of days in the bank falls below fifty (50) days, once that figure is reached, each member shall be assessed one (1) additional sick day beyond their initial contribution made under section (c) above.

The bank shall be administered by a Sick Leave Bank Committee of three people (one designated by the Association, one designated by the Committee and the Superintendent). Sick leave days shall become immediately available to the employee upon approval of the Sick Leave Bank Committee. The initial grant of days from the bank shall not exceed fifteen (15) days. Upon completion of the initial grant, the Sick Leave Bank Committee may extend the grant by up to an additional forty-five (45) days, based upon demonstrated need by the applicant. The Sick Leave Bank Committee is authorized to approve additional days in up to thirty (30) day increments for a maximum of ninety (90) days in one fiscal year. Further grants require an affirmative vote of the Sick Leave Bank Committee.

**Use of Sick Leave Bank by Members:** Those days set aside in the bank will be used to provide employee members of the bank extended sick leave at full pay upon exhaustion of their own individual sick leave, both annual and accumulated. No days may be withdrawn from the bank for use for any illness other than prolonged illness or accident of the member of the bank. Days may not be withdrawn to permit an employee to stay at home to care for a member in their immediate family. Sick days withdrawn from the bank will be actual working days on which the employee would have normally been working. Holidays, weekends and vacation days are hereby specifically excluded.

**Denial of Applications:** Applications can be denied if any of the following apply:

- a. Prior use of personal sick leave
- b. Insufficient medical evidence of need
- c. Lack of days in the bank
- d. Disability does not justify or warrant absence from employment
- e. Other factors as the Sick Leave Bank Committee may deem appropriate.

In instances of disagreement between the Sick Leave Bank Committee and the applicant for the use of sick leave bank days, the Sick Leave Bank Committee shall make a

recommendation to the Committee concerning the award. The decision of the Committee shall be final and binding, and not subject to appeal or grievance.

**Sick Leave Buy-back:** All employees who have fifteen (15) years of service or more shall, upon retirement or death, receive a Sick Leave Compensatory Benefit of forty-five dollars (\$45) per day for all accumulated sick leave.

The Committee shall not be obligated to expend more than eighteen thousand dollars (\$18,000) in a given fiscal year pursuant to this plan.

In the event that this amount is insufficient to satisfy the request of all applicants for a given year, applicants shall be disqualified in order of inverse date of receipt of their letter of application, until the amount is sufficient to pay the remaining applicants. Ties will be broken by lottery.

In the event of death, said situation shall take precedence over the abovementioned procedures. Further, said Sick Leave Compensatory Benefit shall be paid to the employee's family, regardless of the employee's length of service.

The Sick Leave Compensatory Benefit shall be paid by August 31st immediately following the completion of the school year which is the applicant's last year of service in the Hudson Public Schools. However, employees shall have the option of receiving said benefit on January first following their retirement.

Benefits for less than full-time employees are prorated on actual service.

## **ARTICLE XI - EDUCATIONAL INCENTIVES**

Employees who have been employed for more than one school year, whether full or part-time, shall be eligible for reimbursement for one-half of the costs of fees and tuition course(s) at a post-secondary institution or other continuing education facility provided that a request for course(s) approval has been submitted to and approved in advance by the Superintendent or a designee. The amount of reimbursement shall be capped at 50% of the cost of a comparable course(s) at the University of Massachusetts - Amherst. The nature of the course and its relevance to the employee's job assignment shall be indicated on the course approval form. Reimbursement will be made after credit is received for completion of the course.

An employee may be required or requested to take a particular course(s) by the Superintendent or a designee to obtain or improve skills needed for employment in the Hudson Public Schools. In this case, all fees and tuition shall be reimbursed at 100% of the cost.

All requests for reimbursement must be submitted for payment or encumbrance by April first of the budgetary year in which the course is taken. However, courses completed late in the fiscal year may be paid for in the following fiscal year if approved by the Superintendent. If appropriate payment or encumbrance forms are not submitted by June first, the employee shall forfeit their opportunity for reimbursement.

## **ARTICLE XII - OVERTIME AND COMPENSATORY TIME**

An employee shall receive one and one-half hours of compensatory time for each hour they/them were required to work by the Principal, the Superintendent or a designee in excess of forty (40) hours in one week. Applications to use compensatory time must be approved by the Supervisor and made in writing at least two days prior to taking such leave, except in emergency circumstances. Compensatory time may be accrued up to a maximum of 24 hours and must be taken within 30 workdays or at an otherwise mutually agreed to time.

## **ARTICLE XIII - WORKERS' COMPENSATION**

All employees shall be entitled to Workers' Compensation in accordance with M.G.L. Chapter 152. Any disputes regarding entitlement to Workers' Compensation shall be resolved before the appropriate agency or court with proper jurisdiction, and not subject to grievance and arbitration procedures.

Employees who are determined eligible to receive Workers' Compensation may draw from their accrued sick leave during the period of disability to make up the difference between the Workers' Compensation benefit and what they would normally receive in wages.

## **ARTICLE XIV - MEDICAL AND LIFE INSURANCE**

All employees will be entitled to participate in any insurance program offered by the Town of Hudson to School Department employees provided that the employee satisfies the requirements established by the Town of Hudson for said participation. The employer's contribution will be in accordance with state law to the level authorized by the Town of Hudson.

The School Committee will recommend to the Town the inclusion of administrative assistants eligibility for a single disability insurance program to be identified in writing by the Association. Said disability program payments shall be deducted from the checking account of the administrative assistant by the insurance provider. Participation will be voluntary and the Committee will have no obligation associated with the cost of this benefit. Implementation of this benefit is subject to approval by the Town.

## **ARTICLE XV· CHECK-OFF OF ASSOCIATION DUES**

The Employer will deduct from the pay of each employee for whom the Employer has voluntarily received a check-off authorization form provided by the Association and executed by the employee, the Association dues in the amounts specified by the Association. The Employer will make the necessary deductions on a biweekly basis and remit the aggregate amount to the Association along with a list of the employees for whom dues were deducted. The Association shall give the Employer at least thirty (30) days notice of any change in dues. The employer shall notify the Association of all new hires as soon as practicable. This notification shall include the individuals name, work location, grade and step.

All employees whose monthly Association dues are not being paid by authorized dues deduction shall be required, as a condition of employment, to pay an agency service fee directly to the Association on or before the 30th day following the beginning of their employment or the dues deadline date set by the Association, whichever is later. In the event of any dispute pertaining to and arising out of the agency fee, the Association will indemnify and hold harmless the Committee, its officers, agents, and employees from any suits either at law or in equity and shall provide legal counsel at no cost to the Committee.

## **ARTICLE XVI· SENIORITY**

For the purposes of this Article, seniority shall be considered as the length of an employee's continuous service in the Hudson Public Schools. Continuous service means the most recent period of unbroken service in the Hudson Public Schools, provided that authorized leave of absence, military service, or layoff because of lack of work shall not be considered a break in continuous service for the propose of establishing a seniority rating.

An employee shall lose their seniority for the following reasons:

- a. They/them leaves School Department employment.
- b. They/them is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
- c. They/them is absent for two consecutive working days without notifying the immediate supervisor. Exceptions may be made only with the consent of the employer. After such absence, the Superintendent will send written notification to the employee at their last known address that they has lost their seniority, and that their employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.
- d. If They/them do not return to work when recalled from layoff as set forth in the recall procedure. Exceptions shall be made only with the consent of the Superintendent of Schools.

- e. Failure to return from sick leave and leave of absence will be treated the same as (c) above.
- f. They/them retires.

Each new employee will be on probation for their first ninety (90) working days of employment, after which they will be placed as a regular employee or dismissed. After an employee becomes a regular employee, their seniority date will become their date of employment.

An updated seniority list will be provided to the President of the Hudson School Administrative Assistant Association each September.

**Vacancies, Promotions, and Transfers:** When a position covered by this contract becomes vacant, or a new position is created, it shall be publicized by the Superintendent of Schools or their designee electronically on the Hudson Public Schools website and distributed by district wide email. The qualifications for the position, its duties, and the rate of compensation will be set forth in detail. Employees wishing to be considered for such positions shall so notify the Superintendent or their designee in writing, within seven (7) calendar days. No vacancy will be filled, except on a temporary basis, within seven (7) calendar days from the time the notice is distributed.

The selection of employees to fill the position shall be based on qualifications and ability. The decision of the Principal and/or Superintendent shall be final and not subject to the grievance and arbitration procedure.

The president of the HSAAA and all employees who have indicated, in writing, an interest in transfers or promotional positions, shall be notified of any vacancies occurring during the summer.

**Reductions in Force and Recall:** The School Committee shall notify the Association as soon as it determines that a reduction in force is necessary. An administrative assistant so affected by a reduction in staff shall be notified by May 15<sup>th</sup> whenever possible, to be effective the following fiscal year. However, in extenuating circumstances, notice shall be given as soon as possible, but in no event less than two (2) weeks.

Reduction in force shall be made within the category in which the reduction is to occur. The categories are:

- Grade A
- Grade B
- Grade C
- Grade D



The Employer shall determine the number of reductions to be made and the category or categories in which such reduction(s) will be made.

When the Employer decides to reduce the number of bargaining unit positions resulting in the loss of an employee(s), the reduction in force will be accomplished as follows:

1. The Superintendent may consider the requests of the employees to volunteer to be laid off from positions in the category in which the reduction in force is to be made.
2. If there are no volunteers or an insufficient number of volunteers to be laid off or if the Superintendent does not grant a request(s) for voluntary layoff, layoff(s) shall be determined by the Superintendent from among the employees in the category in which the reduction in force is to be made. The selection of the employee(s) to be laid off in each category in which there is to be a reduction shall be based on the following:

(a) performance and disciplinary record; and

(b) education, qualifications, and special skills.

The Superintendent shall retain the employee(s) whom they/them determines has/have better: (a) performance and disciplinary record and (b) education, qualifications, and special skills. If the Superintendent determines that all of the above criteria are equal, seniority shall be the tie breaker, and the employee with the lesser seniority shall be laid off.

An employee who is laid off will be placed on a recall list for a period of two years. Recall will be to the same category from which the layoff occurred in inverse order of layoff. Rejection of one recall opportunity will result in the removal of the laid off employee.

During the recall period, the employee will receive the same benefits as those offered to all town employees in similar circumstances. Upon recall, bargaining unit members shall retain those benefits to which they were entitled at the time of their layoff. These include: seniority, wage step placement, sick leave accumulation and any other accrued benefits.

## **ARTICLE XVII - EVALUATION**

Each regular employee will be evaluated by June 30<sup>th</sup>. Employees may respond to the evaluation in writing, and such response will be attached to the evaluation.

Performance evaluations are subject to the grievance procedures at steps 1 and 2, and evaluations used as the basis of dismissal are also subject to step 3.

Regular employees may not be dismissed except for good cause. As used herein, "good cause" shall mean any grounds that are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system.

## **ARTICLE XVIII - EARLY RETIREMENT INCENTIVE**

Employees shall be eligible for an early retirement incentive after age fifty-five (55) and upon completion of fifteen (15) years of service as of the June thirtieth (30th) immediately following the completion of the school year which they intends to be their last year of service in the Hudson Public Schools. At such time a lump sum amount of \$3,000 shall be paid to the applicant in recognition of their service to the Hudson Public Schools.

## **ARTICLE XIX - ENTIRE AGREEMENT**

Except as otherwise modified in writing by the parties, this Agreement is the entire Agreement as to all matters which were properly subject to collective bargaining and neither the Association nor the Committee is obligated to engage in any further negotiations during the term of this Agreement. Furthermore, as to any matter not specifically covered by the terms of this Agreement, the Committee, Superintendent and Principals may exercise all rights that they have pursuant to state law and the exercise of any such rights shall not be subject to Article III.

In the event that any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, then all other provisions of this Agreement shall remain valid and enforceable to the extent provided by law.

## **ARTICLE XX - DURATION**

This Agreement shall be in effect from July 1, 2023 to June 30, 2026 and shall continue to remain in full force and effect until a successor agreement is reached.

**Hudson Public Schools Hudson Schools Administrative Assistants Association  
Salary Schedule- Appendix A**

**FY24 (increase: 2%)**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>B</b>	\$21.60	\$22.08	\$22.58	\$23.09	\$23.61	\$24.12	\$24.66	\$25.22
<b>C</b>	\$23.75	\$24.29	\$24.84	\$25.40	\$25.97	\$26.56	\$27.16	\$27.76
<b>D</b>	\$26.12	\$26.69	\$27.30	\$27.93	\$28.54	\$29.19	\$29.85	\$30.52
<b>Grade</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step14</b>	<b>Step 15</b>	<b>Step 16</b>
<b>B</b>	\$25.78	\$26.37	\$26.97	\$27.58	\$28.90	\$29.55	\$30.29	\$31.05
<b>C</b>	\$28.40	\$29.02	\$29.67	\$30.36	\$31.80	\$32.52	\$33.33	\$34.16
<b>D</b>	\$31.21	\$31.91	\$32.62	\$33.34	\$34.96	\$35.74	\$36.63	\$37.55

**FY25 (increase: 2%)**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>B</b>	\$22.04	\$22.52	\$23.03	\$23.55	\$24.09	\$24.61	\$25.16	\$25.73
<b>C</b>	\$24.22	\$24.77	\$25.33	\$25.91	\$26.49	\$27.09	\$27.71	\$28.32
<b>D</b>	\$26.64	\$27.23	\$27.84	\$28.49	\$29.11	\$29.78	\$30.44	\$31.13
<b>Grade</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step14</b>	<b>Step 15</b>	<b>Step 16</b>
<b>B</b>	\$26.29	\$26.89	\$27.51	\$28.13	\$29.47	\$30.14	\$30.89	\$31.67
<b>C</b>	\$28.96	\$29.60	\$30.27	\$30.96	\$32.44	\$33.17	\$34.00	\$34.85
<b>D</b>	\$31.84	\$32.54	\$33.27	\$34.01	\$35.65	\$36.46	\$37.37	\$38.30

**FY26 (increase: 2%)**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>B</b>	\$22.48	\$22.98	\$23.50	\$24.03	\$24.57	\$25.10	\$25.66	\$26.24
<b>C</b>	\$24.70	\$25.27	\$25.84	\$26.42	\$27.02	\$27.63	\$28.26	\$28.89
<b>D</b>	\$27.18	\$27.77	\$28.40	\$29.06	\$29.69	\$30.37	\$31.05	\$31.75
<b>Grade</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step14</b>	<b>Step 15</b>	<b>Step 16</b>
<b>B</b>	\$26.82	\$27.43	\$28.06	\$28.70	\$30.06	\$30.74	\$31.51	\$32.30
<b>C</b>	\$29.54	\$30.19	\$30.87	\$31.58	\$33.09	\$33.83	\$34.68	\$35.54
<b>D</b>	\$32.47	\$33.19	\$33.94	\$34.69	\$36.37	\$37.18	\$38.11	\$39.07

***\*Employees who were paid on the Plus Salary Scale, which applied to employees hired prior to July 1, 1998, during the agreement in effect from July 1, 2007 through June 30, 2011, are the only members of the unit eligible to move to Step 16.***

***\*\* Step 17 and 18 have been added to the existing salary schedule. Each step represents a 2.5% increase over the preceding step. Additionally, steps 1 and 2 have been deleted from the salary grid. Only members covered by the 1998 agreement may reach the new 16<sup>th</sup> step. All other members can move onto step 15.***

### Placement in the new grids:

Step Placement for current members of the bargaining unit beginning on July 1, 2023 is incorporated into this agreement as Appendix A. Any new member of the bargaining unit between the date of execution of this agreement at the end of 2022-2023 school year will be transferred to the step in the grade they are hired at with the same dollar amount for the hourly rate with agreed upon COLA included.

<b>Name</b>	<b><u>FY 24 Grid Position</u></b>	<b>FY23 Grid Position</b>
Bianchini, June NMN	<b><u>b11</u></b>	b12
Byrne, Michelle A	<b><u>c5</u></b>	c6
Frias, Nely C	<b><u>c1</u></b>	c2
Miele, Brianna Marie	<b><u>c11</u></b>	c12
Mulloney, Beatrice	<b><u>c10</u></b>	c11
Niedermeier, Elaine M	<b><u>b14</u></b>	b15
Shekleton, Michelle L	<b><u>b9</u></b>	b10
Ahearn, Nola M	<b><u>c13</u></b>	c14
Brouwer, Susan M	<b><u>d11</u></b>	d12
Carter, Denise E	<b><u>c15</u></b>	c16
Coughlan, Tammy A	<b><u>c10</u></b>	c11
Dufromont, Jennifer Lynn	<b><u>c10</u></b>	c11
Gowen, Sarah E	<b><u>c8</u></b>	c9
Graca, Renee Q	<b><u>d15</u></b>	d16
Harmon, Melissa J	<b><u>c9</u></b>	c10
Mansfield, Denise C	<b><u>d12</u></b>	d13
Monteiro, Michelle J	<b><u>c11</u></b>	c12
Paquette, Heather Ann	<b><u>c7</u></b>	c8
Shurtleff, Mellyn	<b><u>c12</u></b>	c13
Tallent, Delia M	<b><u>c11</u></b>	c12
DaCosta, Filipe	<b><u>d5</u></b>	d6
Brown, Alisha	<b><u>d5</u></b>	d6


## Appendix B

Grade	Titles in Grade
B	High School Front Office Administrative Assistant Farley School Administrative Assistant Administrative Assistant for Pupil Services Evaluation Coordinator
C	School Building Administrative Assistant Administration Building Administrative Assistant High School Counseling Administrative Assistant Food Services Administrative Assistant Pupil Services Administrative Assistant Curriculum Department Administrative Assistant
D	Grants- Accounting Administrative Assistant Purchasing- Accounts Payable Administrative Assistant Facilities Department Administrative Assistant Student Services Financial Administrative Assistant Finance Administrative Assistant


This Memorandum of Agreement is subject to the ratification by the Committee and the Association. The Parties agree to use their best efforts to obtain ratification by the respective bodies.

Signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Hudson School Committee

  
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Hudson School Administrative Assistant Association

 Brannan Miele - president  
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