Acton-Boxborough Regional School District



15 Charter Road Acton, MA 01720 978-264-4700 www.abschools.org

> Marie Altieri Deputy Superintendent

To: Acton-Boxborough Regional School Committee

Re: Recommendation to ratify ABOSA and AFSCME contracts

For July 1, 2023 through June 30, 2026

Date: June 22, 2023

We are pleased to present the Memorandum of Agreements for the Acton-Boxborough Office Support Association and the AFSCME State Council 93 Local #1703 for the contracts that will be in effect from July 1, 2023 through June 30, 2026. Below is a summary of both bargaining units and the MOAs. Both agreements have been ratified by the employees.

I. Acton-Boxborough Office Support Association (ABOSA)

35 positions
Total Budget \$1.7 million
Salaries slightly below comparable districts and positions within AB

1% increase is \$16,000

Contract Updates:

- 1. Add one experience step over two years at 1.75% each year
- 2. Cost of Living Adjustment 7.25% over 3 years

FY24 1.75% (\$28,000) FY25 2.75% (\$44,000)

FY26 2.75% (\$44,000)

3. Minor language updates without financial impact

Recommended Motion:

To approve the collective bargaining agreement between the Acton-Boxborough Regional School Committee and the Acton-Boxborough Office Support Association as outlined in the attached Memorandum of Agreement and to be in effect from July 1, 2023 through June 30, 2026.

Developing engaged, well-balanced learners through collaborative, caring relationships.

ENGAGEMENT

II. American Federation of State, County and Municipal Employees AFL-CIO Massachusetts State Council 93, Local #1703 (AFSCME)
Custodians, Maintenance and Grounds Staff

40 positions

Total FY23 budget \$2.6 million

1% increase = \$26,000

Contract Updates:

1. Cost of Living Adjustment: 8% over 3 years

FY24 2.5% (\$65,000) FY25 2.75 (\$72,000) FY26 2.75% (\$72,000)

- 2. Increase vehicle allowance for Electrician, Plumber, HVAC, and Mechanic by \$500
- 3. Minor language updates

Recommended Motion:

To approve the collective bargaining agreement between the Acton-Boxborough Regional School Committee and the American Federation of State, County and Municipal Employees AFL-CIO, Massachusetts State Council 93 local #1703 as outlined in the attached Memorandum of Agreement and to be in effect from July 1, 2023 through June 30, 2026.

Memorandum of Agreement Between Acton-Boxborough Regional School Committee and the

American Federation of State, County and Municipal Employees AFL-CIO, Massachusetts State Council 93 #1703 July 1, 2023 - June 30, 2026

WHEREAS, the Collective Bargaining Agreement between the Acton-Boxborough Regional District School Committee (the "School Committee") and the Acton-Boxborough Office Support Association (the "Association"), expires on June 30, 2023, and

WHEREAS, the School Committee and the Association have negotiated a successor Agreement;

NOW, THEREFORE, the School Committee and the Association agree that the New Agreement shall consist of the provisions of the Former Agreement, modified as follows:

1. Article 2.5

When an employee moves to a higher grade position, the employee shall move to the same lateral step as their old step, and they shall be paid the shift differential for the position they are moving into, if applicable.

For promotions from Grade 6 to Grade 8, an employee shall move to the same lateral step as the old step.

When an employee moves to a lower grade position, they shall enter it at the step rate closest to their current step rate without increasing their hourly wages.

An employee being promoted to the High School, Junior High, Parker Damon or Boardwalk Campus Head Custodian Position shall be placed at the top step.

- 2. Article 3.4 (c) An employee performing a weekend or holiday building check will be paid at time and one half for a minimum of three (3) hours.
- 3. Article 5 Holidays
 Add Juneteenth
 In the event that New Year's Eve or Christmas Eve fall on a weekend, employees may

schedule the half day holiday sometime during the week between Christmas and New Year's Day.

If the Governor of the Commonwealth or the Great and General Court or the President of the United States issues an executive order declaring a special holiday to commemorate a person or event during the life of the contract, said special holiday shall be considered a legal holiday under the provisions of this Agreement as detailed herein.

4. Article 6 Vacation Days

(j) A Maximum of one year's allotment of vacation days may be carried over from one year to the next.

Replace with:

Effective July 1, 2026, employees may not accumulate a total of more than 35 vacation days at any one time.

- (a) Requests for vacation days between $\frac{1}{1}$ June 15 and September $\frac{10}{1}$ 15 shall not be approved for more than ten (10) total vacation days.
- (e) Remove sentence "No fifth week of vacation may be taken between June 15th and September 15th in any year without the permission of the Superintendent or his/her designee."

4. Article 7.3 Sick Leave Buy Back

Effective July 1, 2021, An employee who has been employed by the District for a minimum of ten (10) years and gives written notice by December 15 of any year of an irrevocable intent to retire at least six months before their retirement date at the end of that school year, shall receive a lump sum of \$15 for each unused sick day. The lump sum will be received by the employee within 30 days of their last day of work. by July 31 or the year of retirement. The employee must retire from the retirement system the year in which they leave ABRSD in order to qualify for the lump sum

2. Article 8 Payment for Excused Absences

Add new article 8.2 Parental Leave and renumber

Employees who have worked for the district for at least three months may take up to eight twelve weeks of unpaid leave for the purpose of giving birth or for the bonding with a child during the first twelve months after the birth or placement

through adoption of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled pursuant to the terms and conditions of *the Family Medical Leave Act* or the Massachusetts Parental Leave Act, under the terms and conditions of Chapter 149 Section 105D of the Massachusetts General Laws. Two additional days of paid personal leave will be granted for this purpose. A portion of the 12 week leave may be paid using the employee's accumulated sick days may be used subject to the following limits:

- A. The birth parent may use accumulated sick days up to eight calendar weeks from the day that the baby is born. If the employee does not have enough sick days, unpaid days may be used.
- B. The non-birth parent may take a total of up to ten days using a combination of sick and personal days. Two additional personal days will be granted for this purpose to be used as part of the ten days.
- C. An adoptive parent may use accumulated sick days for up to eight weeks from the day the child is placed in the home of the adoptive parent.
- A. A birth or adoptive parent may use up to eight weeks of accumulated sick days from the day that the child is born or placed in the home.
- B. A non-birth parent may use up to four weeks of accumulated sick days within twelve weeks from the day a child is born. Effective July 1, 2024, a non-birth parent may use up to six weeks of accumulated sick days. Effective July 1, 2025, a non-birth parent may use up to eight weeks of accumulated sick days.
- C. A 12 month employee may also use accumulated vacation days during the twelve week parental leave.
- D. An employee who runs out of accumulated sick days will move into unpaid status.
- E. E. If the employee qualifies for the Family Medical Leave Act (FMLA), a birth, adoptive, or non-birth parent may extend the leave outlined above as unpaid leave for up to twelve (12) school weeks (which would include the period of leave under the Parental Leave Act). If an employee takes leave under this Section in circumstances where FMLA leave could also be taken, the two leaves shall run concurrently, rather than one after the other. If the employee qualifies for health insurance, the health insurance shall be maintained at the employee rate during the twelve week leave.
- F. E. Employees in unpaid leaves of absence that continue beyond the approved FMLA leaves may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost.
- 5. Article 12.5 B
 Mileage: In lieu of submitting mileage for reimbursement throughout the year, the
 Plumber, Electrician, and HVAC technician shall be paid a stipend of \$3,500 divided into
 two payments during the year.

6. Article 12.16 (New) Clothing Allowance
The facilities department will order and stock T-shirts, sweatshirts and polo shirts.
These will be provided to employees when they are hired and then replaced annually each March. A combination of up to 6 t-shirts or polo shirts as well as 2 sweatshirts will be provided for each employee each year. A jacket will be provided at the beginning of each contract. In addition, the district will provide each unit member with \$400 annually towards other clothing, no later than the last pay period in December.

7. Article 18.5 Annual Evaluation

The evaluation form in Appendix C shall be replaced with the attached evaluation form. The form may be changed periodically by mutual agreement. Evaluations will be completed annually for employees in their first three years, and at least once every two years thereafter.

Appendix A: Custodial Pay Grades

Replace with attached Appendix A

Appendix B: Salary Schedules

Longevity: Increase longevity by \$50 at each level

Individuals shall be eligible to move up a step (if applicable) on July 1 each year.

The salary schedules will be increased by the following Cost of Living Adjustments:

2023-2024 2.5% COLA 2024-2025 2.75% COLA 2025-2026 2.75% COLA This Memorandum of Agreement is subject to ratification by the Committee and the Association. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Acton Boxborough Regional School Committee AFSCME

Adam Klein, Chair

Henry Morris, Chapter Chair

Elizabeth Fowlks, Negotiations Subcommittee

Appendix A

CUSTODIAL PAY GRADES

July 1, 2023 - June 30, 2026

<u>Position</u>	<u>Grade</u>
Custodian	6
Lead Custodian (2nd shift, 3rd shift)	8
Elementary Building Lead	9
Grounds	10
General Maintenance	11
Head Custodian Parker Damon Building	12
Head Custodian Jr. High School	12
Head Custodian Boardwalk Campus	13
Head Grounds	13
Head Custodian High School	14
HVAC	16
Electrician	16
Mechanic	16
Plumber	16

ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT Custodians, Maintenance and Grounds Evaluation Form

Evaluations will be completed annually for employees in their first three years, and at least once every two years for all other employees. Evaluations will be shared with the employee, signed, and placed in the employee's personnel file.

Date:

Position:	School:		
	Exceeds Expectations	Meets Expectations	Below Expectations
Cleanliness of assigned area(s) (Custodians only)			
Quality of Work			
Performance of assigned duties			
Technical skills for specific role			
Maintaining licenses as needed			
Adherence to policies			
Completion of duties efficiently and on time			
Cooperation and Attitude			
Promptness and Attendance			
Interpersonal relationships with staff			
	Exceeds Expectations	Meets Expectations	Below Expectations
Overall Performance			

Name:

employ	nendation for continued ment onary Employee Only)				
Evaluat	or's signature				
Employ	ee's signature				*
** Signatu	re of employee does not necessarily mean	n that he/she agrees w	ith the eva	aluation.	
Employ	ee Response (Optional):				
Original: Copy: Copy:	Personnel File Immediate Supervisor Evaluated Employee		~ -	acilities Coordinator uilding Principal	

Memorandum of Agreement Between Acton-Boxborough Regional School Committee and the Acton-Boxborough Office Support Association June 5, 2023

WHEREAS, the Collective Bargaining Agreement between the Acton-Boxborough Regional District School Committee (the "School Committee") and the Acton-Boxborough Office Support Association (the "Association"), expires on June 30, 2023, and

WHEREAS, the School Committee and the Association have negotiated a successor Agreement;

NOW, THEREFORE, the School Committee and the Association agree that the New Agreement shall consist of the provisions of the Former Agreement, modified as follows:

1. Salary Schedule

A new step H will be added to the salary schedule (over the next two years) according to the following schedule:

July 1, 2023 New ½ step H 1.75% above step G July 1, 2024 Additional 1.75% added to step "½ H"

The salary schedules will be increased by the following Cost of Living Adjustments:

2023-2024 1.75% COLA 2024-2025 2.75% COLA 2025-2026 2.75% COLA

2. New language - Article 8.2 Sick Leave

Effective July 1, 2021, An employee who has been employed by the District for a minimum of ten (10) years and gives written notice by December 15 of any year of an irrevocable intent to retire at least six months before their retirement date at the end of that school year, shall receive a lump sum of \$15 for each unused sick day. The lump sum will be received by the employee within 30 days of their last day of work. by July 31 or the year of retirement. The employee must retire from the retirement system the year in which they leave ABRSD in order to qualify for the lump sum

3. Update language - Article 9 Parental Leave

Replace current text with the updated language per ABEA MOA 2023-2026:

Family and Medical Leave

Parental Leave

Employees who have worked for the district for at least three months may take up to eight twelve weeks of unpaid leave for the purpose of giving birth or for the bonding with a child during the first twelve months after the birth or placement through adoption of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled pursuant to the terms and conditions of the Family Medical Leave Act or the Massachusetts Parental Leave Act, under the terms and conditions of Chapter 149 Section 105D of the Massachusetts General Laws. Two additional days of paid personal leave will be granted for this purpose. A portion of the 12 week leave may be paid using the employee's accumulated sick days may be used subject to the following limits:

- A. The birth parent may use accumulated sick days up to eight calendar weeks from the day that the baby is born. If the employee does not have enough sick days, unpaid days may be used.
- B. The non-birth parent may take a total of up to ten days using a combination of sick and personal days. Two additional personal days will be granted for this purpose to be used as part of the ten days.
- C. An adoptive parent may use accumulated sick days for up to eight weeks from the day the child is placed in the home of the adoptive parent.
- A. A birth or adoptive parent may use up to eight weeks of accumulated sick days from the day that the child is born or placed in the home.
- B. A non-birth parent may use up to four weeks of accumulated sick days within twelve weeks from the day a child is born. Effective July 1, 2024, a non-birth parent may use up to six weeks of accumulated sick days. Effective July 1, 2025, a non-birth parent may use up to eight weeks of accumulated sick days.
- C. A 12 month employee may also use accumulated vacation days during the twelve week parental leave.
- D. D. An employee who runs out of accumulated sick days will move into unpaid status.
- E. E. If the employee qualifies for the Family Medical Leave Act (FMLA), a birth, adoptive, or non-birth parent may extend the leave outlined above as unpaid leave for up to twelve (12) school weeks (which would include the period of leave under the Parental Leave Act). If an employee takes leave under this Section in circumstances where FMLA leave could also be taken, the two leaves shall run concurrently, rather than one after the other. If the employee qualifies for health insurance, the health insurance shall be maintained at the employee rate during the twelve week leave.
- F. E. Employees in unpaid leaves of absence that continue beyond the approved FMLA leaves may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost.

4. New language - Article 13.6 Vacation Days

All earned vacation days (100%) during a year may be carried over to the next year. This number of days is the maximum number that may be accumulated. However, only 150% of the accrued days may be taken during one school year.

The annual allotment of vacation days for an employee will be available for use on July 1, provided that they will be prorated if the employee leaves the district in the middle of the year. Effective June 30, 2025, all employees may carry over five vacation days to the next year.

Vacation day accruals are based on the number of consecutive years in any benefited position within the district.

5. New language - Article 14 Holidays

Add *Juneteenth* to the list of paid holidays as a recognized work holiday for all Benefits Eligible employees.

Also make the following changes:

*These half days Holidays only apply to Full Year employees. School based staff are asked to be in school until the end of their normal work day if the half day falls on a school day. If one of these half-days falls on a weekend or a school day, the employee may work with their supervisor to determine a suitable time to take the ½ day.

**Independence Day/July 4th will be a recognized work holiday for all Benefits Eligible employees that work *or take a vacation day* the day prior *and/or* the day after.

6. New language - Article 16 Additional Work

Add: Additional work will be paid at step A of the grade for the role being filled.

7. New language - Article 17 Reduction in Force

- 17.1 Once a benefits-eligible employee has been in an ABOSA position for at least three consecutive years from the anniversary date of hire, if the position is reduced 100% or to a non-benefits eligible position due to financial reasons or declining enrollment it will be considered a reduction in force. If the position that is reduced is restored within two years, the employee will have recall rights to that position. The employee may bump into a position in an equal or lower grade provided that the person currently in the position does not have more seniority than the employee whose position was reduced.
- 17.2 Once a non-benefited employee has been in an ABOSA position for at least three consecutive years from the anniversary date of hire, if the position is reduced 100%, they will have recall rights to that position and they may bump into a non-benefited position in an equal or lower grade provided that the person currently in the position does not have more seniority than the employee whose position was reduced.

8. New language - Article 41 Longevity

Each January, following the calendar year just concluded (January 1-December 31) in which a benefits-eligible employee completes either four, nine, fourteen or nineteen years of employment in the district (based on the anniversary of their hire date), shall receive a longevity payment as follows:

After Completion of:	School Year Benefited Longevity Payment	Full Year Benefited Longevity Payment
4th year of employment	\$375.00	\$425.00
9th year of employment	\$500.00	\$550.00
14th year of employment	\$600.00	\$650.00
19th year of employment	\$1,000.00	\$1,050.00

9. New language - Article 42 Service Recognition

In recognition of *consecutive years of employment* to the district, the following amounts will be added to the employee's hourly rate beginning in the fiscal year after attainment of the appropriate years of service noted in the chart below:

- a. after completion of nine (9) years of service, ½ of 1% of the employee's hourly rate with a cap of \$.13 will be added to the hourly rate.
- b. after completion of fourteen (14) years of service, 1% of the employee's hourly rate with a cap of \$.25 will be added to the hourly rate.
- c. after completion of nineteen (19) years of service, 2% of the employee's hourly rate with a cap of \$.50 will be added to the hourly rate.

Term	Increase to Hourly Rate	Сар
After completion of 9 years of service to the district	1/2 of 1%	\$0.20
After completion of 14 years of service to the district	1%	\$0.40
After completion of 19 years of service to the district	2%	<i>\$0.75</i>

10. New language - Article 44 - Duration

Change effective dates to July 1, 2023 through June 30, 2026

11. Change - Grades and Positions Chart

Remove the following positions from the Association: Accounts Payable Specialist (Grade 4) Senior Accounts Payable Specialist (Grade 7)

Edit:

Rename Student Services Admin Assistant to Admin Assistant for Special Education

Housekeeping Agreements

Language Improvements as necessary, including but not limited to:

- 1. Article 2 Update Definitions of Employees
- 2. Change School Committee to District where appropriate.
- 3. Article 3.2 Add the word benefited; change less to fewer
- 4. Article 4.1 Remove Town and/or; delete last sentence
- 5. Article 4.6 Change town convene to district participate in the health insurance working group.
- 6. Article 5.1 Inclement Weather Update to current practice (Work from home if Central Office is closed).
- 7. Boldface "Article 10 Personal Leave" on page 8
- 8. Article 13 "Vacation Leave" in the Table of Contents should be Vacation Days
- 9. Article 19 Vacancies and Promotions Change in each building to on the district website and the posting shall be sent to the Association President. If changes are made to a posting, the updated posting will be shared with the Association President.
- 10. Page 17-18 Re-align all section numbers for consistent formatting
- 11. Article 29.1 Remove payroll deduction form from the contract.
- 12. Article 32 Last line should be "... 25 cents per hour increase in pay" on page 20
- 13. Salary Charts Second line should be "New employees shall start at Step A (NOT "step one (1)")
- 14. Any additional grammatical or clarifying language as agreed to by ABOSA and the district.

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

Acton Boxborough Regional School Committee	Acton-Boxborough Office Support Association (ABOSA)
Adam Klein, Chair	Anne Chandler, Co-President
Liz Fowlks, Negotiations Subcommittee	Ann Lack, Co-President
Date	Date



Our **vision** is to provide high-quality educational opportunities that inspire a community of learners

WELLNESS EQUITY **ENGAGEMENT**

Our mission is to develop engaged, well-balanced learners through collaborative, caring relationships

Negotiations Overview and Contract Vote for ABOSA and AFSCME

June 22, 2023

WELLNESS • EQUITY • ENGAGEMENT

ABRSC

ABRSD Employee Groups

- Three Collective Bargaining Units Acton-Boxborough Education Association (ABEA) Acton Boxborough Office Support Association (ABOSA) AFSCME Custodial, Maintenance and Grounds
- ➤ ABEA represents 510 Teachers, Counselors, Nurses Total Budget Approx \$65 million Contract was ratified in March 2023
- Cost of Living Adjustment 7.25% over 3 years FY24 1.75%

FY25 2.75%

FY26 2.75%

ABRSC (Section 1997)

Acton-Boxborough Office Support Association (ABOSA)

- > 35 positions
- Total Budget \$1.7 million
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- Contract Updates:
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3. Minor Language Adjustments

WELLNESS . EQUITY . ENGAGEMENT

ABRSC

1

AFSCME Custodial, Maintenance and Grounds

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Acton-Boxborough Regional School District



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