

**MEMORANDUM OF AGREEMENT (MOA)  
BY AND BETWEEN THE  
WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE (WRSD)  
AND THE  
WRSD ABA/PA UNION, SEIU, LOCAL 888**

**May 16, 2022**

Subject to ratification by their principals, the Negotiating Subcommittees of WRSD School Committee and the WRSD ABA/PA Bargaining Unit, represented by SEIU, Local 888 have negotiated a collective bargaining agreement for the period covering July 1, 2021 through June 30, 2024.

Except to the extent referenced in this MOA, the terms of the collective bargaining agreement, covering the period July 1, 2020 through June 30, 2021 will remain in full force and effect and will be contained within the resultant successor bargaining agreement referenced herein. The following represent the negotiated changes to the collective bargaining agreement, which expired on June 30, 2021. The successor contract will have the date references changed where appropriate to reflect the term of the new contract. It is expressly understood that the members of both parties bargaining teams will recommend that their principals ratify the terms of this MOA.

The parties agree that the terms and conditions set forth below will be more specifically detailed in a three-year collective bargaining agreement by and between the WRSD and the above referenced union if the School Committee and the ABA/PA -SEIU ratify the terms of this MOA. For avoidance of doubt, signing below does not bind either party's principals to the below referenced terms. Rather, the signatures below merely confirm the shared understanding between the parties bargaining teams regarding what terms were tentatively agreed upon during negotiations. The below terms will only become enforceable if both parties' principals ratify the MOA during their ratification votes meeting.

The italicized straight black text below represents the current bargaining agreement language. The italicized **bold black text** represents the agreed contract language changes that have been inserted into the bargaining agreement where the agreed upon new language will appear. Language containing a ~~line-strike~~ will be deleted from the 2021-2024 collective bargaining agreement.

## **1. ARTICLE 2: UNION RIGHTS**

Revise Section 6 to read as follows:

*“The employer shall provide to the Union stewards a list of all bargaining unit members including date of hire, seniority date, assignment including location and salary up to five times per year. **Said information shall be provided within five (5) school days of the Human Resources Director’s receipt of the request.**”*

## 2. ARTICLE 5 – GRIEVANCE/ARBITRATION PROCEDURE

### GRIEVANCE PROCEDURE

In Section 2 (b) Step 2 – Formal Procedure, change sentence to read:

*“A decision will be rendered in writing within fifteen (15) school days and submitted in writing to all concerned parties.”*

In Section 2 (b) Step 2 – Formal Procedure, delete the following sentence:

*~~“If the supervisor does not render a decision within the time prescribed for doing so, his or her inaction should be considered a denial of the grievance and the further appeal timelines shall commence at that time.”~~*

## 3. ARTICLE 8 – SENIORITY

Add the following new text to the end of current Article:

*“In the event of a resignation of a “Full-year ABA/PA” occurring between “Assignment Day” for the next school year (which often occurs in or about early June) and before the beginning of the ESY program, ABA’s assigned as “School year with Extended Summer Services” for that upcoming summer session and school year will be notified. Then any “School year with Extended Summer Services” ABA who is interested in the “Full-Year ABA/PA” position shall make their interest known. Subsequently, the ABA/PA shall be appointed to the “Full-Year ABA/PA” position based on seniority. Notification of any changes in the ABA’s assignment will be delivered via email.”*

## 4. ARTICLE 9 – REDUCTION IN FORCE

Change fifth sentence to read as follows:

*“If a full-day full-year employee is recalled to a ~~less than full-year position~~ School year position with extended summer services, s/he also has the right to decline while remaining on the recall list for a full-year position.*

## 5. ARTICLE 10 – HOURS OF WORK AND WORK YEAR

Revise first sentence of second to last paragraph to read:

*“The District will reserve the right to assign, within the parameters of the job description, ABA Program Assistants to ~~home visits including~~ activities that occur in the community.”*

Add the following to end of current Article:

*“The District will provide all ABA/PA’s with an ABA/PA-specific District calendar on or before April 1st for the following school year.”*

## **6. ARTICLE 11 – SICK LEAVE**

Change second paragraph to read:

*“For illness of the member’s immediate family, which necessitates the employee’s absence from school, days may be charged to the employee’s sick leave up to a maximum of ~~five (5)~~ of ten (10) days per year.”*

## **7. ARTICLE 12 – PERSONAL LEAVE**

Change first paragraph to read:

*“Effective July 1, 2022, each employee shall be entitled to up to **four (4)** days of personal leave, with prior approval of the Superintendent or designee, at full pay each year for the purposes of conducting personal business which must be conducted during regular work hours. Such request must include the reason for the leave, utilizing the current District form.”*

## **8. ARTICLE 13 – BEREAVEMENT LEAVE**

Replace current Article with the following:

*“1. In the event of the death of a member of the employee’s immediate family (e.g. husband, wife, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepchild, grandparent, grandchild and domestic partner), the employee will be allowed to take five (5) bereavement days per event.*

*2. Members of the bargaining unit will be granted one (1) day at full pay per event on the death of an aunt, uncle, niece or nephew who lives at an address other than the employee.”*

*3. In cases where there is a documented need to travel out of the area for funeral services, the employee may appeal for additional bereavement leave day(s).”*

## **9. ARTICLE 15 – HOLIDAYS**

Add “*Juneteenth*” to the list of holidays.

## **10. ARTICLE 23 – PROFESSIONAL DEVELOPMENT**

Add the following text to the end of the current Article:

*“The District will provide an evaluation form/survey after each professional development it conducts for bargaining unit members. The District will provide all bargaining unit members with a certificate of completed professional development hours, yearly.”*

## 11. ARTICLE 25 – LONGEVITY

Change first paragraph to read:

*“Effective July 1, 2022, upon completion of fifteen (15) years of continuous service with the District, an employee shall receive an additional \$600 on his or her annual base salary.”*

Change second paragraph to read:

*“Effective July 1, 2022, upon completion of twenty (20) years of continuous service with the District, an employee shall receive an additional \$1100 on his or her annual base salary.”*

Add the following new paragraph:

*“Effective July 1, 2022, upon completion of twenty-five (25) years of continuous service with the District, an employee shall receive an additional \$1500 on his or her base salary.”*

## 12. ARTICLE 26 – WAGES

Replace the first paragraph with the following wage increase information: (See also, attached salary grid.)

*FY 2022 (retroactive) to July 1, 2021*

*Employees on the first twelve wage table steps shall receive a three and one-half (3.5%) percent wage increase. Employees on the top, 12+ wage table step, shall also receive a three and one-half (3.5%) percent wage increase.*

*FY 2023: July 1, 2022*

*Employees on the first twelve wage table steps shall receive a two (2.0%) percent wage increase. Employees on the top, 12+ wage table step, shall receive a three and one-half (3.5%) percent wage increase.*

*FY 2024: July 1, 2023*

*Employees on the first twelve wage table steps shall receive a two (2.0%) percent wage increase. Employees on the top, 12+ wage table step, shall receive a three and one-half (3.5%) percent wage increase.*

Revise third paragraph to read:

*“Effective July 1, 2022, any staff member assigned to cover for ABA Teacher in his or her absence shall receive an additional \$8 per hour while providing this coverage. The appointment will be done by the Principal or BCBA.*

Add the following new paragraph at the end of the current article:

*“All employees who start working on or before February 1 of a given school year, shall be eligible to move up a step at the start of the next year of the collective bargaining agreement, e.g. July 1. Employees who start working on or after February 2<sup>nd</sup>, are not eligible to move up a step until one year later, e.g. on the second occurring July 1<sup>st</sup> following the employee’s start date.”*

### **13. ARTICLE 27 – RETIREMENT BENEFIT**

Add the following new paragraph at the end of current article:

*“Effective July 1, 2022, Sick-time buy-back will be offered to bargaining unit employees at the time of retirement from the District. Bargaining unit members will be paid nineteen dollars and ninety-five cents (\$19.95) for each unused sick day in excess of the first forty-five (45) days. To be eligible to sell back sick time to the District, the employee must have in excess of forty-five (45) sick days accrued for use at the time of retirement. The District will not buy-back any of one’s first forty-five (45) accrued sick days. It will only buy-back days in excess of the first forty-five days.”*

### **14. ARTICLE 34 – DURATION**

Revise first paragraph to read as follows:

*“This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect through June 30, 2024, unless either party notifies the other party prior to February 1, 2024, or any February 1<sup>st</sup> thereafter of its desire to terminate or modify this Agreement.”*

Revise the second paragraph to read as follows:

*“Should the parties fail to negotiate a successor agreement by June 30, 2024, it is agreed that this Agreement will continue in full force and effect until said time as a new contract is negotiated.”*

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**WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE**

By its duly authorized bargaining team member:



Sherrie Haber

Date: 6/28/22

**WACHUSETT REGIONAL SCHOOL DISTRICT ABA/PA Union, SEIU,  
LOCAL 888.**

By its duly authorized bargaining team member:



Date: 6-17-22

| 7.5 Hours @243 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                     | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly              | 17.81     | 18.52     | 19.27     | 20.04     | 20.85     | 21.69     | 22.55     | 23.45     | 24.39     | 25.37     | 26.38     | 27.47     | 30.10     |
| daily               | 133.58    | 139.90    | 144.53    | 150.30    | 156.38    | 162.68    | 169.13    | 175.88    | 182.93    | 190.28    | 197.85    | 206.03    | 225.75    |
| bi-weekly           | 1,248.41  | 1,298.18  | 1,350.75  | 1,404.73  | 1,461.50  | 1,520.39  | 1,580.67  | 1,643.75  | 1,709.65  | 1,778.34  | 1,849.14  | 1,923.54  | 2,109.89  |
| annually            | 32,458.73 | 33,752.70 | 35,119.58 | 36,522.90 | 37,999.13 | 39,530.03 | 41,097.38 | 42,737.63 | 44,450.78 | 46,236.83 | 48,077.55 | 50,064.08 | 54,857.25 |

| 8 hours @243 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                   | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly            | 17.81     | 18.52     | 19.27     | 20.04     | 20.85     | 21.69     | 22.55     | 23.45     | 24.39     | 25.37     | 26.38     | 27.47     | 30.10     |
| daily             | 142.48    | 148.16    | 154.16    | 160.32    | 166.80    | 173.52    | 180.40    | 187.60    | 195.12    | 202.96    | 211.04    | 219.76    | 240.80    |
| bi-weekly         | 1,331.64  | 1,384.73  | 1,440.80  | 1,498.38  | 1,558.94  | 1,621.74  | 1,686.05  | 1,753.34  | 1,823.62  | 1,896.90  | 1,972.41  | 2,053.91  | 2,250.55  |
| annually          | 34,622.64 | 36,002.88 | 37,460.88 | 38,957.76 | 40,532.40 | 42,165.36 | 43,837.20 | 45,586.80 | 47,414.16 | 49,319.28 | 51,282.72 | 53,401.68 | 58,514.40 |

| FY22<br>7.5 hrs @244 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                           | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly                    | 18.43     | 19.17     | 19.94     | 20.74     | 21.58     | 22.46     | 23.34     | 24.27     | 25.24     | 26.26     | 27.30     | 28.43     | 31.15     |
| daily                     | 138.25    | 143.76    | 149.58    | 155.56    | 161.85    | 168.37    | 175.04    | 182.03    | 189.33    | 196.93    | 204.77    | 213.24    | 233.65    |
| bi-weekly                 | 1,297.42  | 1,349.15  | 1,403.78  | 1,459.88  | 1,518.88  | 1,580.07  | 1,642.72  | 1,708.29  | 1,776.76  | 1,848.16  | 1,921.73  | 2,001.14  | 2,192.73  |
| annually                  | 33,733.03 | 35,077.81 | 36,498.34 | 37,956.76 | 39,450.94 | 41,081.94 | 42,740.83 | 44,415.47 | 46,195.88 | 48,052.05 | 49,965.04 | 52,029.55 | 57,010.91 |

| 8 Hours @244 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                   | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly            | 18.43     | 19.17     | 19.94     | 20.74     | 21.58     | 22.46     | 23.34     | 24.27     | 25.24     | 26.26     | 27.30     | 28.43     | 31.15     |
| daily             | 147.47    | 153.35    | 159.56    | 165.93    | 172.64    | 179.59    | 186.71    | 194.17    | 201.95    | 210.06    | 218.43    | 227.45    | 249.23    |
| bi-weekly         | 1,383.92  | 1,439.09  | 1,497.37  | 1,557.20  | 1,620.14  | 1,685.41  | 1,752.24  | 1,822.17  | 1,895.22  | 1,971.37  | 2,049.85  | 2,134.55  | 2,338.91  |
| annually          | 35,981.90 | 37,416.33 | 38,931.57 | 40,487.21 | 42,123.67 | 43,820.74 | 45,558.22 | 47,376.50 | 49,275.60 | 51,255.52 | 53,296.04 | 55,498.19 | 60,811.63 |

| FY23<br>7.5 hrs @240 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                           | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly                    | 19.12     | 19.88     | 20.68     | 21.51     | 22.38     | 23.28     | 24.20     | 25.17     | 26.18     | 27.23     | 28.31     | 29.48     | 32.78     |
| daily                     | 143.37    | 149.08    | 155.12    | 161.32    | 167.84    | 174.60    | 181.52    | 188.77    | 196.33    | 204.22    | 212.35    | 221.13    | 245.86    |
| bi-weekly                 | 1,323.37  | 1,376.13  | 1,431.86  | 1,489.07  | 1,549.26  | 1,611.68  | 1,675.58  | 1,742.45  | 1,812.30  | 1,885.12  | 1,960.17  | 2,041.16  | 2,269.47  |
| annually                  | 34,407.69 | 35,779.36 | 37,228.31 | 38,715.90 | 40,280.76 | 41,903.58 | 43,565.04 | 45,303.78 | 47,119.80 | 49,013.09 | 50,964.34 | 53,070.14 | 59,006.29 |

| 8 hrs @240 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                 | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly          | 19.12     | 19.88     | 20.68     | 21.51     | 22.38     | 23.28     | 24.20     | 25.17     | 26.18     | 27.23     | 28.31     | 29.48     | 32.78     |
| daily           | 152.92    | 159.02    | 165.46    | 172.07    | 179.03    | 186.24    | 193.62    | 201.35    | 209.42    | 217.84    | 226.51    | 235.87    | 262.25    |
| bi-weekly       | 1,411.60  | 1,467.87  | 1,527.32  | 1,588.34  | 1,652.54  | 1,719.12  | 1,787.28  | 1,858.62  | 1,933.12  | 2,010.79  | 2,090.84  | 2,177.24  | 2,420.77  |
| annually        | 36,701.54 | 38,164.65 | 39,710.20 | 41,296.96 | 42,966.15 | 44,697.16 | 46,469.38 | 48,324.03 | 50,281.12 | 52,280.63 | 54,361.96 | 56,608.15 | 62,940.04 |

| FY24<br>7.5 hrs @240 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                           | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly                    | 19.50     | 20.27     | 21.10     | 21.94     | 22.83     | 23.75     | 24.69     | 25.67     | 26.70     | 27.77     | 28.88     | 30.07     | 33.93     |
| daily                     | 146.23    | 152.06    | 158.22    | 164.54    | 171.19    | 178.09    | 185.15    | 192.54    | 200.26    | 208.31    | 216.60    | 225.55    | 254.46    |
| bi-weekly                 | 1,349.84  | 1,403.65  | 1,460.50  | 1,518.85  | 1,580.25  | 1,643.91  | 1,709.09  | 1,777.30  | 1,848.55  | 1,922.82  | 1,999.37  | 2,081.98  | 2,348.90  |
| annually                  | 35,095.84 | 36,494.95 | 37,972.88 | 39,490.22 | 41,086.38 | 42,741.66 | 44,436.34 | 46,209.86 | 48,062.19 | 49,993.35 | 51,983.63 | 54,131.55 | 61,071.51 |

| 8 hrs @ 240 days |           |           |           |           |           |           |           |           |           |           |           |           |           |
|------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                  | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 12+  |
| hourly           | 19.50     | 20.27     | 21.10     | 21.94     | 22.83     | 23.75     | 24.69     | 25.67     | 26.70     | 27.77     | 28.88     | 30.07     | 33.93     |
| daily            | 155.98    | 162.20    | 168.77    | 175.51    | 182.61    | 189.96    | 197.49    | 205.38    | 213.61    | 222.19    | 231.04    | 240.58    | 271.43    |
| bi-weekly        | 1,439.83  | 1,497.23  | 1,557.86  | 1,620.11  | 1,685.59  | 1,753.50  | 1,823.03  | 1,895.79  | 1,971.78  | 2,051.01  | 2,132.66  | 2,220.78  | 2,505.50  |
| annually         | 37,435.57 | 38,927.95 | 40,504.40 | 42,122.90 | 43,825.47 | 45,591.10 | 47,398.77 | 49,290.51 | 51,266.34 | 53,326.24 | 55,449.20 | 57,740.32 | 65,142.94 |



MEMORANDUM OF AGREEMENT (MOA)  
BY AND BETWEEN THE  
WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE (WRSD)  
AND THE  
WRSD ABA/PA UNION, SEIU, LOCAL 888  
March 4, 2021

Subject to ratification by their principals, the Negotiating Subcommittees of WRSD School Committee and the WRSD ABA/PA Bargaining Unit, represented by SEIU, Local 888 have negotiated a collective bargaining agreement for the period covering July 1, 2020 through June 30, 2021.

Except to the extent referenced in this MOA, the terms of the collective bargaining agreement, covering the period July 1, 2017 through June 30, 2020 will remain in full force and effect and will be contained within the resultant successor bargaining agreement referenced herein. The following represent the negotiated changes to the collective bargaining agreement, which expired on June 30, 2020. The successor contract will have the date references changed where appropriate to reflect the term of the new contract. It is expressly understood that the members of both parties bargaining teams will recommend that their principals ratify the terms of this MOA.

The parties agree that the terms and conditions set forth below will be more specifically detailed in a one-year collective bargaining agreement by and between the WRSD and the above referenced union.,

The italicized straight black text below represents the current bargaining agreement language. The italicized **bold black text** represents the agreed contract language changes that have been inserted into the bargaining agreement where the agreed upon new language will appear. Language containing a ~~line-strike~~ is being deleted.

## ARTICLE 2 – UNION RIGHTS AND RESPONSIBILITIES

### Section 1 -- Dues Deduction

Revise the Section to read as follows:

During the term of this Agreement, the Employer will, **in conformity with the provisions of this Article, as authorized by individual voluntary allotments**, deduct from the employee's pay an amount set by the union for union dues, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, deductions will be timely transmitted to the Union by electronic transfer (ACH) **once per month**. Along with the ACH payment, an employee payroll roster **that details how the ACH**

figure breaks down will be submitted within five (5) business days via electronic means utilizing a CSV or Excel format.

~~This electronic employee payroll roster will include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.~~

#### Employee Rosters

Upon signing of this Agreement, and quarterly thereafter, the Employer shall supply to the Union a list containing the names of all employees covered by this bargaining agreement. The list shall include the employees legal name, ~~home address, phone number, personal email, employee ID number,~~ date of hire, **classification/rank**, department, job title, work site, work email address and work phone number. **Once monthly**, the Employer shall also electronically transmit a list containing the above information for all employees hired or transferred since the last report was generated as well as the names of any bargaining unit employees who were terminated.

#### Orientation

When the Employer hires new employees into positions covered by this bargaining unit ~~one-half hour shall be allotted to the Union will be allotted thirty (30) minutes to meet with such employees sometime during the employee's first full week of employment.~~ The Employer shall notify the Union Stewards upon the hiring of a new employee.

Section 4. Agency Service fee – *Delete entire section*

### ARTICLE 5 – GRIEVANCE AND ARBITRATION

#### Section 2.

a. In Step 2, formal procedure, in third line replace “*the employee shall*” with “*the employee may, within five (5) school days, present a written grievance containing the Article(s) and Section(s) of the Collective Bargaining Agreement have been violated, the facts detailing how the bargaining agreement was violated and the remedy sought, to his/her immediate supervisor.*”

b. Add the following to the end of Step 2. “*If the supervisor does not render a decision within the time prescribed for doing so, his or her inaction should be considered a denial of the grievance and the further appeal timelines shall commence at that time. If the supervisor wishes to have additional time to render his or her decision, he or she may ask the union for additional time and the union may agree to same.*”

c. In Step 3, reword the second sentence of this Step to read: “*The appeal should be in writing and submitted within five (5) school days after the date the aggrieved received, or should have received, the Step 2 decision.*”

d. Add the following to the end of Step 3. *“If the Superintendent wishes to have additional time to render his or her decision, he or she may ask the union for additional time and the union may agree to same.”*

#### ARTICLE 6 – PARENTAL LEAVE/CHILD REARING LEAVE

Section 2. In first sentence replace “maternity leave” with “*Massachusetts Parental Leave*”

#### ARTICLE 21 – LEAVES OF ABSENCE

Replace “*unsalaried*” with “*unpaid*”

#### ARTICLE 10 – HOURS OF WORK AND WORK YEAR

Change fifth paragraph to read:

*“All new employees will be hired at 37.5 hours per week, regardless of location. All current employees in forty (40) hour positions will maintain their forty (40) hour position until they retire or leave the District’s employ.”*

#### ARTICLE 26 – WAGES

Retroactive to July 1, 2020-June 30, 2021, Steps 1-12 (not including the “Longevity Step”) will receive a two (2%) percent wage increase inserted onto the FY 2021 salary grid. The “Longevity Step” shall be renamed as: Step 12+. Retroactive to July 1, 2020, Step 12+ will receive a three and one-half (3.5%) wage increase inserted onto the FY 2021 salary grid.

All bargaining unit members who were employed by the District on or before October 1, 2020 shall receive a one-time staff retention payment in the amount of \$275.00, less all regular and customary taxes and withholdings. It is anticipated that this payment will be made as soon as reasonably possible following the mutual ratification of this agreement by both parties’ principals.

#### ARTICLE 31 – MISCELLANEOUS

Add the following new paragraph to the end of current article:

*“In the event of an extended, unforeseen school closure due to a declared state of emergency, the union will be notified of such declared state of emergency by the administration and the administration agrees to bargain over any impacts its decisions that occur as a result of the lengthy school closure due to the declared state of emergency will have on mandatory subjects of bargaining for the union. This article is non -grievable and non-arbitrable.”*

ARTICLE 34 DURATION

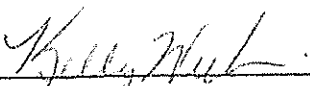
Change article to read as follows:

This Agreement shall become effective on July 1, 2020 and shall remain in full force and effect until June 30, 2021, unless either party notifies the other party prior to February 1, 2021 of its desire to terminate or modify this Agreement.

Should the parties fail to negotiate a successor agreement by June 30, 2021, it is agreed that this Agreement will continue in full force and effect until said time as a new contract is negotiated.

WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

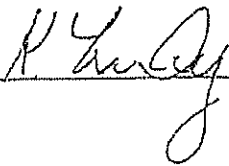
By its duly authorized bargaining team member:

  
\_\_\_\_\_  
Kelly Williamson :

Date: 4/12/21

WACHUSETT REGIONAL SCHOOL DISTRICT ABA PA Union, SEIU, LOCAL 888.

By its duly authorized bargaining team member:

  
\_\_\_\_\_

Date: 3/12/21

**Wachusett Regional School District  
and the  
SEIU Local 888- ABA Program Assistants**

**Memorandum of Agreement  
COVID-19 Plan for School Year 2020-2021**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School District (hereinafter "District") and the SEIU Local 888 - ABA Program Assistants (hereinafter, "Union").

The Department of Elementary and Secondary Education (DESE) advisory on reopening released on June 25, 2020 requires Districts to develop three (3) plans to educate students, including plans for all remote, hybrid, and in-person learning. To that end, the District and the Union jointly agree to this Memorandum of Agreement (MOA) for the school year 2020-2021. Therefore, the Wachusett Regional School District and the SEIU Local 888 - ABA Program Assistants hereby agree to the following:

**Section A: Employee Safety, Illness, & Absentee Procedures**

The District and Union agree that it is for the mutual benefits of the community and the members of the Union to take preventative measures to combat infection and mitigate personal risk.

1. The District and the Union mutually agree to encourage members who are showing symptoms of COVID-19, exposed to COVID-19, or are so advised by their medical providers, to remain home and seek medical treatment as necessary. Such encouragement will be sent via email and posted in common areas.
2. For the duration of this agreement, staff will produce documentation for COVID related issues in accordance with FFCRA.
3. The District will provide the following temporary benefits under the Families First Coronavirus Response Act ("FFCRA").
  - A. An employee unable to work for reasons related to COVID-19, the employee is eligible for up to two weeks of emergency paid sick leave ("EPSL") based on the employee's regular rate of pay at:
    - i. 100% pay if an employee is: a) subject to a Federal, State or local quarantine or isolation order related to COVID-19; b) has been advised by a health care advisor to self-quarantine due to concerns related to COVID-19; or c) has symptoms of COVID-19 and is seeking a medical diagnosis.
    - ii. Two thirds of the regular rate of pay up to \$200 per day if an employee is required to care for an individual who a) is subject to a Federal, State or local quarantine or isolation order related to COVID-19; b) has been advised by a health care advisor to self-quarantine due to concerns related to COVID-19. The employee to supplement her daily pay rate, may use a portion of a sick

day, of his/her accrued sick time for each day the employee is out and receiving the FFCRA benefit.

- iii. Two thirds of the regular rate of pay up to \$200 per day if an employee is required to care for a son or daughter when his/her school or place of care is closed (or childcare provider is unavailable) due to COVID-19 precautions or to care for an adult son or daughter who has a mental or physical disability an incapable of self-care because of that disability. The employee may use a portion of a sick leave day from his/her accrued sick time for each day the employee is out and receiving the FFCRA benefit.

- B. An employee will be eligible for up to an additional ten weeks of Expanded Paid Family and Medical Leave to care for a son or daughter 18 years of age or under if the child's school or place of care has been closed (or childcare provider is unavailable) due to COVID-19, or to care for an adult son or daughter who has a mental or physical disability an incapable of self-care because of that disability.
  - i. The employee shall be entitled to  $\frac{2}{3}$  of the employee's regular rate of pay for a total of ten weeks up to a maximum of \$200 per day.
  - ii. At the employee's discretion, this time need not be consecutive days. The time may be taken intermittently provided the employee and the building principal agree.

- C. Beyond December 31, 2020, the parties agree to bargain over a continuation of the programs delineated above. In the event that the Federal or State government implements a different benefits program in regards to leave, the parties agree to bargain over those programs.

4. The ABA/PA evaluation instrument shall be modified for the 2020-2021 school year only.

We recognize that remote and hybrid models can present some challenges and limitations. ABA/PAs and students will have to utilize new skills and strategies in order to be successful in these new environments. Evaluators will take this into consideration when assessing an employee's performance.

5. Subject to state and federal law, the District will share with the Union non-confidential information in its possession relating to confirmed cases of COVID-19 which occur in a Wachusett Regional School District employee or student.
6. In the event of a switch from any of the three models (remote model, hybrid model, in-person model) to another model, the District shall provide the benchmarks used to determine the change.

### **Section B: Compensation**

1. Employees who receive pay in additional pay for any extracurricular activities will continue to receive this pay.

### Section C: WRSD Learning Plan

1. In the event of illness and/or unavailability, ABA/PAs shall follow normal building procedures when accessing sick or personal time.
2. Employees shall not be required to perform or plan for learning using their own personal computers, phones, or other devices.
3. All HVAC systems throughout the District will be inspected by an outside vendor prior to opening the buildings to staff to ensure the air quality and air exchange systems continue to meet the expectations for a safe reopening. All reports from the outside vendor shall be provided to the Union upon completion. During the first two weeks following students return to the building, based on the phased reopening plan, the WRSD will test all frequently used spaces of the schools consistent with the aforementioned expectations for a safe reopening. The district shall purchase and maintain CO2 monitors in each building. CO2 testing will occur throughout the year in all buildings and results will be shared with the Union. A log of CO2 levels will be kept in each building. In the event that a staff member has concerns about the indoor air quality of the space where they are assigned to work within the school, they shall notify building administration of their specific concern. Administration will then consult with the facilities director to document and investigate the concern and implement a safe and appropriate solution within five (5) school days. A log will be maintained of inspections, upgrades, repairs, and filter changes. All logs will be accessible by the Union.
4. Cleaning protocols will be provided to all bargaining unit members prior to re-entry to the physical school buildings. Cleaning supplies and Personal Protective Equipment (PPE) will be supplied by the District to ensure compliance with DESE health and safety protocols/guidelines for prevention and/or spread of Covid-19.
5. The Union and District understand and acknowledge that remote and hybrid education consume a regular full work day for employees. Employees are not required to perform part of such work outside the employee's regular work hours.

COVID PLAN September 1-November 17, 2020 Employees are scheduled to work within the window of 7:00am - 4:00pm. The number of hours will be determined by the individual assignment letter dated August 2020. If an employee is required to work beyond the hours on the assignment letter, the employee must inform the building principal. Any additional hours, beyond the assignment letter that are worked are subject to payment under state law and the collective bargaining agreement.

When the program/student(s) that the ABA PA is assigned to are in in-person sessions the ABA PA is required to be in the buildings. When the program/student(s) that the ABA PA is working with are remote, and remote services are appropriate, the ABA PA may work from the school building or may work from home, unless directed by the

building principal or Special Education Coordinator to conduct work that requires the ABA PA to be in the building.

On November 18, 2020 the District will transition to hybrid. The school hours will revert to the typical building schedules prior to COVID. All ABA PAs are expected to work in the buildings for the duration of their workday.

6. The District shall inform parents that recording of any online synchronous enrichment meeting or activity is prohibited for the mutual protection of student and member privacy in accordance with M.G.L.
7. The work year for staff shall begin on July 1, 2020 first day of ESY. The first ten (10) scheduled work days in September, shall be deemed staff training days.
8. All ABA /PA staff will be working in the school building if the program is running. Staff accommodation requests will also be considered as required.

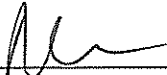
#### **Section D: No Precedent**

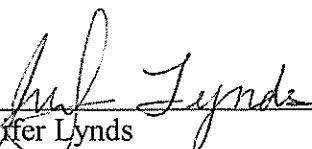
The Parties agree that this agreement sets no precedent or past practice, and shall not be used in any proceeding except one to enforce its terms.

#### **Section E: Duration of Agreement**

Unless explicitly outlined above, all provisions of the Collective Bargaining Agreement (CBA) shall remain in full force and effect. This agreement shall remain in full force and effect for the duration of the 2020-2021 school year. Any modifications to this agreement shall be reduced to writing and executed by the parties.

Dated: This 27<sup>th</sup> of October 2020

  
\_\_\_\_\_  
Darryll McCall, Ed.D.  
Superintendent of Schools  
Wachusett Regional School District

  
\_\_\_\_\_  
Jennifer Lynds  
Union Steward  
SEIU Local 888 -



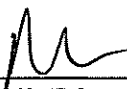
**Wachusett Regional School District  
and the  
SEIU Local 888- ABA Program Assistants  
Memorandum of Agreement**

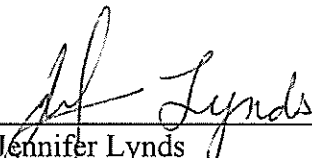
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The undersigned, Darryll McCall Ed.D, Superintendent of Schools for the Wachusett Regional School District, hereinafter referred to as the "District" and Jennifer Fidler, Steward, SEIU Local 888 – ABA Program Assistants hereinafter referred to as the "Union", do hereby agree as follows:

1. The District and the Union agree that ABA Program Assistants will be compensated at time and one-half of their regularly hourly rate for all time worked beyond eight (8) hours in a day or forty (40) hours in a week, or anytime on a Saturday or Sunday. This additional work time is voluntary to cover extra –curricular activities outside regular school hours.
2. This agreement is for the 2019-2020 school year.

Dated this 4 day of September, 2019

  
\_\_\_\_\_  
Darryll McCall, Ed.D.  
Superintendent of Schools  
Wachusett Regional School District

  
\_\_\_\_\_  
Jennifer Lynds  
Steward  
SEIU Local 888-ABA Program Assistants


**Wachusett Regional School District  
and the  
SEIU Local 888- ABA Program Assistants  
Memorandum of Agreement**

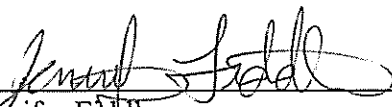
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2. This agreement is for the 2018-2019 school year.

Dated this 9 day of November, 2018

  
\_\_\_\_\_  
Darryll McCall, Ed.D.  
Superintendent of Schools  
Wachusett Regional School District

  
\_\_\_\_\_  
Jennifer Fiddler  
Steward  
SEIU Local 888-ABA Program Assistants