

Agreement Between

Wachusett Regional School District

and

SEIU Local 888 – ABA Program Assistants

July 1, 2021- June 30, 2024

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

AGREEMENT

This Agreement is entered into by the Wachusett Regional School District, hereinafter referred to as the “Employer” and the “Service Employees International Union, Local 888” hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the exclusive representative of the full-time and regular part-time employees of the Wachusett Regional School District in the classifications of Applied Behavioral Analysis Program Assistants (ABA Program Assistants), but excluding all managerial, confidential, seasonal, and casual employees and all other employees.

**ARTICLE 2
UNION RIGHTS AND RESPONSIBILITIES**

Section 1 – Union Dues Deduction.

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 roster that details how the ACH figure breaks down will be submitted within five (5) business days utilizing a CSV or Excel format.

Employee Rosters

Upon signing 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, 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.

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Orientation

When the Employer hires new employees into positions covered by this bargaining unit, 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 2 – Employee Eligibility

An employee of the Wachusett Regional School District who is a member in good standing of the Union shall authorize an allotment from his/her pay to cover his regular dues for such membership.

Section 3 – Amount of Dues Deduction

The Union agrees to inform the Employer in writing of the amount of its regular dues and of any subsequent change to be in that amount.

Section 4 – Committee on Political Education (COPE)

An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days' notice in writing.

The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deduction to the Financial Manager together with a list of employees who political education fees are transmitted.

Section 5 – Employer Provision of Information

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.

Section 6 – New Employee Orientation

The Union will be provided time on the first day of the school year when the Teachers also return to meet with their members.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this Agreement. Such rights will not be used for the purpose of discrimination against any employee whether or not a

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member of the Union. Nothing in this Agreement will prohibit the Employer from contracting for services outside of the bargaining unit. If such contracting out would result in extensive layoffs of bargaining unit members, a minimum ninety (90) day notice will be provided to all employees and the Union. All the functions, powers, rights, and duties which the Employer has not specifically abridged, delegated, granted, or modified by this Agreement are recognized by the Union as being retained by the Employer. Notwithstanding any language to the contrary, the District retains the sole and exclusive right to determine the supervisory chain of command for members of the Union. Any change to such chain of command shall be communicated, in writing, to the Union in a reasonable amount of time prior to the change becoming effective. The use of the district's discretion, where applicable, shall not be subject to the grievance and arbitration procedure detailed in this Agreement.

**ARTICLE 4
NO STRIKE - NO LOCKOUT**

Section 1. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction, threaten to strike, or strike. Any employee who engages in such activity/actions may be subject to the disciplinary procedures. The Union further agrees that should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate any such job action.

Section 2. The Employer shall have the right in addition to the remedies under Chapter 150E to enforce this article through court action or through administrative measures.

Section 3. The Employer agrees that it will not "Lock Out" employees covered under this Agreement from employment.

**ARTICLE 5
GRIEVANCE/ARBITRATION PROCEDURE**

GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only a specific violation of contractual language regarding a specific provision of this Agreement. The Employer and the Union agree to use every reasonable effort to prevent grievances from arising and to accomplish just and reasonable settlements.

Section 2. A written description of the grievance and the section of the contract grieved must be presented within fourteen (14) calendar days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below in this article.

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- (a) Step 1 - Informal Procedure – Any grievance will first be presented to the immediate supervisor. That supervisor will make whatever investigation he/she deems necessary to clarify the matter in question and to resolve the issue. His/her decision will be made as soon as practicable after full discussion with the parties concerned, but not later than five (5) school days from the date of the presentation of the grievance. Every attempt should be made by both parties to settle the grievance at this informal step.

- (b) Step 2 – Formal Procedure –If the aggrieved party is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, 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. Within ten (10) school days after receipt of the grievance, the supervisor shall meet with the grievant accompanied by one member of the Union to discuss the grievance with the employee. An investigation or inquiry into the grievance shall be made with all parties outlined above. A decision will be rendered within fifteen (15) school days and submitted in writing to all concerned parties.

- (c) Step 3 – Formal Procedure – If the employee is not satisfied with the supervisor’s decision at Step 2, an appeal may be made to the Superintendent. The appeal shall be in writing and submitted within five (5) school days after the date the aggrieved received, or should have received, the Step 2 decision. The Superintendent shall conduct a hearing within fourteen (14) school days of receipt of the appeal. After such meeting with the Superintendent a decision will be rendered in writing by the Superintendent within twenty (20) school days. 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.

- (d) Step 4 – Appeal Procedure – If no satisfactory settlement of the grievance is made at Step 3, an appeal to arbitration may be made by written notice within thirty (30) school days after receipt of the answer in Step 3. The appeal to arbitration shall be in accordance with the procedure and conditions set forth below.

Section 3. All time limits provided from herein may be extended by mutual agreement.

Section 4. The Arbitrator shall be without any power to alter, amend, add to or modify any of the terms or provisions of this Agreement.

ARBITRATION PROCEDURE

Section 1. If the Employer and the Union fail to settle any grievance processed in accordance with the Grievance Procedure Article of the Agreement, then such grievance shall, upon written request by either the Employer or Union be referred to arbitration before the American Arbitration Association.

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Section 2. The arbitrator shall render a decision only on issues specifically defined and directly related to cases involving the alleged specific and direct violation of language of a specific provision of this Agreement. In arbitration, the arbitrator shall not change, modify, alter, delete or add to the provisions of this Agreement, nor shall any decision be contrary to applicable law.

Section 3. The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. Employees of the Wachusett Regional School District, who appear as representatives or as witnesses for the Union, must request time off at least thirty (30) days in advance. Travel expense shall not be paid by the Employer.

**ARTICLE 6
PROBATION PERIOD**

The first ninety (90) working days of service after initial appointment shall be considered to be the probation period. An employee whose service during his/her probation period is not satisfactory may be dismissed from service. Such dismissal shall not be subject to the grievance and arbitration procedures of this agreement. Nothing in this article will preclude the district from dismissing an employee at any time during the ninety (90) day probationary period.

A newly hired member of the bargaining unit will be provided with an accurate job description and will be provided training within the first ninety (90) days of employment specific to his/her assignment. Such training will be conducted by District personnel or appropriate contracted personnel and shall include the completion of a checklist.

**ARTICLE 7
DISCHARGE AND DISCIPLINE**

Section 1. No employee shall be discharged, demoted, suspended, or disciplined in any way except for good cause from the completion of the ninety (90) day probationary period through the end of the third year of service. Beginning with the date of ratification, after the completion of three (3) years of service, no employee shall be discharged, demoted, suspended, or disciplined in any way except for just cause. The employer shall determine the severity of the discipline in any given instance.

Section 2. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before another employee or the public.

Section 3. Progressive disciplinary measures may include the following:

Oral reprimand
Written reprimand
Suspension
Demotion
Discharge

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The parties recognize that there are actions or inactions that require more severe discipline in the first instance.

Section 4. The employee shall have access at any time, with reasonable notice, to his/her personnel file.

**ARTICLE 8
SENIORITY**

Seniority shall be defined as the total length of service with the District as an ABA Program Assistant; however, for the purpose of longevity payments, total length of service with the District shall govern. If at any point there has been a break in service, employees shall regain their previous seniority upon working for a length of time equal to or longer than the break in service. Seniority shall govern in choice of extended service and work year, as well as layoff/recall, reduction in force, and compensation.

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 Extended School Year (ESY) Program, ABA/PA'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/PA 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.

**ARTICLE 9
REDUCTION IN FORCE**

Any intent on the behalf of the Employer to reduce staff, hours, or lay off any employee, shall be impact bargained with the Union to address implementation and allow the Union the opportunity to suggest alternatives; however, this shall not be construed to limit management's ability to reduce the work force as needed, based on District enrollment needs. Volunteers shall first be solicited, then seniority shall govern in any lay off or reduction (least senior first laid off/reduced). Any laid off employee shall be placed on the recall list for two (2) years. If a full-day full-year employee is recalled to a less-than-full year position s/he may accept the position without it limiting the employee's right to a full year position within the two (2) year recall period, should such a position become available. If a full year employee is recalled to a 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. If an employee declines a recall opportunity equivalent in work year, hours, and rate of pay, the employee will no longer be on the recall list. Laid off employees will be recalled prior to new employees being hired.

**ARTICLE 10
HOURS OF WORK AND WORK YEAR**

The District offers two levels of staffing:

- full-year ABA Program Assistant positions,
- School year ABA Program Assistant positions with extended summer services.

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School year positions would be entitled to all benefits on a pro-rated basis and paid the bi-weekly amount as listed in Appendix A. Summer services for school-year staff would be paid hourly as listed in Appendix A.

The District shall determine its needs and distribute them by the first school day in May for the extended service period during July and August, as well as for the upcoming school year. Employees will have the right of first refusal, in order of seniority, for any such work, prior to outside staff being hired. Postings will include Grade Levels and number of positions at each site. The assignment of ABA Program Assistants lies solely with the District; seniority shall govern choice of full-year ABA Program Assistant positions or school year ABA Program Assistant positions with extended summer services.

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

All employees covered by this Agreement shall be notified of their assignments, location for reporting to duty, and other relevant details thirty (30) days prior to the first day of school for the school year assignment and ten (10) days prior to the end of the school year for the summer assignment, if it is different than the school year assignment.

Full year staff shall continue to work through the summer; it is management's responsibility to assign staff who may have different duties during the summer than during the school year.

ABA Program Assistants will be supervised and evaluated by licensed and certified professionals and will work under the direction of the Building Administrator or his/her designee at the applicable locations. ABA Program Assistants are not expected to do educational planning at the level of teachers, develop IEPs, interpret diagnostic tests, or do work outside of school hours in preparation for school activities.

On days when school is scheduled but cancelled due to inclement weather or other cause, employees will not be required to report to work but shall be paid their regular pay for the day. On days when school is delayed, employees' start times will be delayed by the same amount of time.

The District will reserve the right to assign, within the parameters of the job description, ABA Program Assistants to activities that occur in the community. ABA Program Assistants will not be compelled to engage in activities that will compromise their own physical safety or comfort.

ABA Program Assistants will at all times be saved harmless from any liability that results from activities conducted by them in accordance with their job descriptions.

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.

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**ARTICLE 11
SICK LEAVE**

Employees shall earn sick leave at the rate of one and one-quarter (1 ¼) days for each month of actual service, for an annual accrual of no more than fifteen (15) days per year. Earned days shall accumulate to a maximum of one hundred and eighty (180) days.

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 ten (10) days per year.

**ARTICLE 12
PERSONAL LEAVE**

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.

Bargaining unit members' unused personal days shall be converted to unused sick days and be added to the members' total sick day accrual at the end of the school year.

**ARTICLE 13
BEREAVEMENT LEAVE**

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).

**ARTICLE 14
VACATION**

Full year ABA Program Assistants receive twenty-one (21) vacation days per year (pro-rated for school year employees), which corresponds to a service year determined by the School District. The service year determined by the District will be distributed to all bargaining unit members by March 1st each year.

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**ARTICLE 15
HOLIDAYS**

The following days shall be considered to be paid holidays for all full time/full year and part time/full year staff who work twenty (20) or more hours per week:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Jr. Day
Day before Thanksgiving	Presidents Day
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Juneteenth
	Independence Day (July 4 th)

The days listed above that fall within the employee's work year shall be considered to be paid holidays.

Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. Should a holiday fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Any employee required to work on a holiday shall receive, in addition to his/her regular pay, an amount equal to one and one-half (1 ½) time his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours at the one and one-half (1 ½) times his/her regular rate.

**ARTICLE 16
PARENTAL LEAVE/ CHILD REARING LEAVE**

Section 1. A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for a parental leave , as described in the sections below of this article, if the member of the bargaining unit provides to the Superintendent or his/her designee written notice at two (2) weeks in advance of the expected departure date and of the intention to return to the employment in the system.

1. Parental Leave, Pursuant to MGL Chapter 149, Section 105D each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purposes of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two (2) employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.

- a. Accumulated sick leave may be applied to those days during the parental leave period for which the female's attending physician certifies that she is disabled and unable to work
- b. In cases of miscarriage or stillbirth, the employee may return earlier than originally intended by so notifying the Superintendent or his/her designee.

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Section 2. Child Rearing Leave:

At the end of the Massachusetts Parental Leave (or with the arrival of an adopted child), child rearing leave may be granted at the discretion of the Superintendent, after the written request of the employee for a period of up to the remainder of the school year. A member of the bargaining unit may apply for additional unpaid leaves of absence.

Section 3. Return from Leave:

The member of the bargaining unit is entitled to return to a similar position with at least the same salary level and benefits coverage for which the member of the bargaining unit was eligible under the contract in force on the date that the member's leave commenced.

- (a) During extended child rearing leave, the member of the bargaining unit shall not accrue sick leave, seniority, or other advantage or right of employment normally incidental to the employee's position, provided, however, that upon return to work such employee shall be granted all leave, seniority, and length of service credit which he or she had at the start of the extended child rearing leave.
- (b) In cases where the member of the bargaining unit has completed half of the school year in which leave commences, the member of the bargaining unit will be eligible for customary salary progression upon return.
- (c) In cases where the member of the bargaining unit has been granted a child rearing leave for the remainder of the school year, said employee must notify the District of his/her intention to return to his/her position in the following school year by March 1 of the school year in which the leave is taken.

**ARTICLE 17
FAMILY AND MEDICAL LEAVE/SMALL NECESSITIES LEAVE**

Up to twelve (12) weeks of leave may be granted to eligible employee for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act of 1993, and the Wachusett Regional School District FMLA policy and procedure. Employees using Family Medical Leave may use accumulated sick leave only if the illness is for the employee.

Up to twenty-four (24) hours of leave may be granted to eligible employees for purposes in accordance with the Small Necessities Leave Act and the Wachusett Regional School District policy and procedure on same. FMLA leave and Small Necessities Leave may be the same and there shall be no additional leave if either is utilized.

The benefit period for these leaves shall be a rolling one-year period that begins with the individual's first use of such leave and runs for twelve (12) months thereafter.

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Employees may retain any personal leave from any required exhaustion of benefits prior to going on unpaid leave.

**ARTICLE 18
WORKERS COMPENSATION**

In case of absence due to an industrial accident, the District agrees to allow the member of the bargaining unit to make up the difference between regular take home pay and the amount received from workers compensation. The amount of such difference shall be charged against the employee's accrued sick leave. If no sick leave is available, the employee may not recover any difference in pay.

**ARTICLE 19
MILITARY LEAVE**

Section 1. The Wachusett Regional School District shall follow the Uniform Services and Reemployment Rights Act of 2004 or any subsequent revision(s) for employees in the Armed Forces, the Reserves, and the National Guard eligible for Military Leave.

Section 2. Employees are required to provide as much advance notice of military service as soon as possible unless military necessity prevents the giving of notice.

Section 3. Employees on military leave under Chapter 149 S. 52A shall be paid the difference (if any) between the compensation he or she would have received and his or her military pay not to exceed seventeen days in any one calendar year. For employees paid on an hourly rate, pay is based on the normal number of hours the employee is usually paid in one week. The military earning statement must be presented in order to receive any additional compensation for which the employee may be eligible.

**ARTICLE 20
JURY DUTY**

In accordance with Massachusetts General Laws, Chapter 234A, any employee required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay, exclusive of allowance for travel and meals. The employee will be required to present proper evidence of jury service and the amount of compensation for such service, exclusive of travel and meal allowance.

**ARTICLE 21
LEAVES OF ABSENCE**

The employer may grant an unpaid leave of absence to any employee covered by this Agreement. The employee must submit a written request stating the reasons for the requested leave at least fourteen (14) days prior to the starting date of the requested leave.

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ARTICLE 22
COMPENSATION FOR TRAVEL

Employees using their personal vehicle for authorized school business including home visits and training outside of their normal school shall be reimbursed at a rate commensurate with the rate approved by the Internal Revenue Service for reimbursement.

ARTICLE 23
PROFESSIONAL DEVELOPMENT

Any trainings or courses the employer requires union members to attend will be paid by the District, and should occur during regular work hours; however, if such a training or course occurs not during regular work hours, the employee will receive their hourly rate for hours worked (based on their annual salary).

Recognizing the importance of professional development in maintaining a highly qualified staff, the District will allocate \$2,500.00 each fiscal year for this purpose. These funds will be for members of the SEIU Local 888 ABA Program Assistants bargaining unit to help defray the costs associated with professional development.

- A. These costs may include, but are not limited to, conference expenses, course fees, workshop fees, and student coverage for ABA/PAs attending professional development.
- B. Any monies that have not been spent during the current school year will be forfeited.
- C. When possible, ABA/PA requests for administrative approval and payment in this fiscal year, must be made, in writing, at least ten (10) school days prior to the opportunity and also contain an explanation of the educational value of the request.
- D. If an ABA/PA wishes to take an online course/workshop, the ABA/PA must get approval prior to the start of the course/workshop before being eligible for reimbursement.

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.

ARTICLE 24
BULLETIN BOARDS AND ANNOUNCEMENTS

The Union shall be permitted to the use of a designated location for a Bulletin Board to post routine business notices. The Employer shall provide one suitable, mutually agreed upon location for the Bulletin Board at each worksite. It is also agreed upon that it shall be improper to post inflammatory or inappropriate materials, written or otherwise, on such bulletin boards.

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**ARTICLE 25
LONGEVITY**

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/her annual base salary.

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

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 annual base salary.

This will not impact anyone hired before July 1, 2015.

**ARTICLE 26
WAGES**

FY 2022 (retroactive) to July 1, 2021 – All eligible staff move up a Step on 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 -- All eligible staff shall move up a Step on 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 – All eligible staff shall move up a Step on 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.

The salary schedules for members of the bargaining unit are listed in Appendix A.

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

The District agrees to notify the bargaining unit when it hires a new employee beyond Step 3.

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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 2nd, are not eligible to move up a step until one year later, e.g. on the second occurring July 1st following the employee's start date.

ARTICLE 27
RETIREMENT BENEFIT

The employer will offer pre-tax 403B programs to union members on the same basis as other employee units in the District.

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.

ARTICLE 28
INSURANCE

Health, dental, disability (long-term) and vision insurance shall be provided by the District in conformance with the PEC agreement.

ARTICLE 29
SEPARABILITY

In the event that any said provision of this Agreement at any time shall be declared invalid by a court of competent and final jurisdiction, such decision shall not invalidate the entire Agreement. It being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in force and effect; and said provisions and/or articles so declared invalid shall be immediately opened for further negotiations by the parties hereto for the purpose of adjusting the same. In the event that mandatory state and/or federal laws are enacted after the effective date of this Agreement which materially changes the obligations of either party hereto, the effective party shall have the option to reopen negotiations for the purpose of adjusting the same.

ARTICLE 30
UNION REPRESENTATIVES

Section 1. The Employer agrees to recognize the officers and two stewards of the Union. It is expressly agreed and understood that no travel expense or overtime pay chargeable to the Employer will be authorized to Union officers or stewards in the performance of their functions as representatives of the Union.

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Section 2. The Union shall supply the Employer in writing within five school (5) days of election, and shall maintain with the Employer, on a current basis, a complete list of names of the Union representatives.

**ARTICLE 31
MISCELLANEOUS**

Upon request by the Union or Employer, a Joint Labor Management Committee consisting of up to three (3) Union representatives and up to Three (3) District representatives shall convene to address pertinent issues. Agendas shall be exchanged twenty-four (24) hours in advance.

Within ninety (90) days of ratification of this Agreement, management shall provide job descriptions for the positions of ABA Program Assistants at the Early Childhood Center and ABA Program Assistants at other locations/school settings. Thereafter, an updated job description will be given to ABA Program Assistants no later than the first day of school each year.

Employees may utilize District facilities for Union meetings providing the facilities are not already being utilized subject to the District approval process.

The employee shall be reimbursed for replacement costs for clothing and personal items such as eyeglasses, shoes, etc... that have been destroyed by a student with the approval of the Superintendent or designee.

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 32
COMPLETE AGREEMENT**

This contract represents the entire agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date.

**ARTICLE 33
EVALUATIONS**

Evaluations will be done annually on ABA/PA staff.

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

**ARTICLE 34
DURATION**

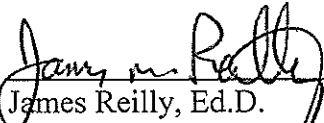
This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect until June 30, 2024, unless either party notifies the other party prior to February 1, 2024 or any February 1st thereafter of its desire to terminate or modify this Agreement.

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.

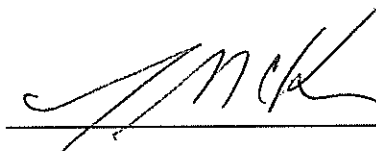
IN WITNESS WHEREOF, the parties have set their hand seal by their duly authorized representatives this 22 day of May 2023.

Wachusett Regional School District:

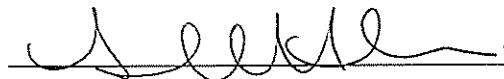
SEIU, Local 888



James Reilly, Ed.D.
Superintendent of Schools



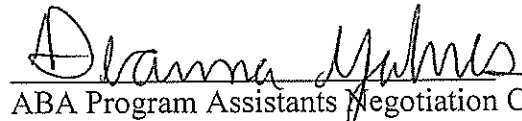
President of SEIU Local 888



Chair, Wachusett Regional School Committee



Darlene Archibald, Field Representative
SEIU Local 888



ABA Program Assistants Negotiation Committee

5/15/23

Date

5/22/23

Date

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	138.90	144.53	150.30	156.38	162.68	169.13	175.88	182.93	190.28	197.65	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	1,925.54	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	45,566.80	47,349.16	49,179.28	51,052.72	53,001.68	58,514.40

FY22

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	22.45	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	39,460.94	41,081.94	42,710.83	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	22.45	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

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	1,812.20	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	40,260.76	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	1,589.34	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	50,261.12	52,280.63	54,361.96	56,608.15	62,940.04

FY24

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	1,403.05	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

