

**MEMORANDUM OF AGREEMENT (MOA)  
BY AND BETWEEN THE  
WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE (WRSD)  
AND THE  
WACHUSETT REGIONAL EDUCATIONAL ASSOCIATION (WREA) – UNIT B  
June 21, 2023**

Subject to ratification by their principals, the Negotiating Subcommittees of WRSD School Committee and the WREA (Unit B) Bargaining Unit have negotiated a collective bargaining agreement for the period covering July 1, 2023 through June 30, 2026.

Except to the extent changed in this MOA (which includes Attachment 1), the terms of the collective bargaining agreement between the WRSD and WREA (Unit B), covering the period July 1, 2022 through June 30, 2023 will remain in full force and effect and will be contained within the resultant successor bargaining agreement referenced herein. Attachment 1 hereto contains the articles of the 2022-2023 collective bargaining agreement that were changed by the Parties as a result of collective bargaining. The changes will be made to the successor collective bargaining agreement for the period covering July 1, 2023 through June 30, 2026 if this MOA is ratified by both parties' principals. The successor collective bargaining agreement will have the date references changed where appropriate to reflect the term of the new bargaining agreement, and a cover page, and signature page will be added thereto at that time. Also attached hereto is Attachment 2. Attachment 2 represents a wage grid for FY 2024. The body of Attachment 1 also references the wage increases that will take effect on July 1, 2024 and July 1, 2025.

For avoidance of doubt, signing this MOA does not bind either party's principals to the changes contained in Attachment 1. Rather, the signatures below merely confirm the shared understanding between the parties' bargaining teams regarding what terms were agreed upon during negotiations. As stated, the changes contained in Attachment 1 will only become enforceable and integrated into a successor collective bargaining agreement if both parties' principals ratify this MOA during their ratification votes meeting. It is expressly understood that the voting members of both parties' bargaining teams will recommend that their principals ratify the terms of this MOA.

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WACHUSETT REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

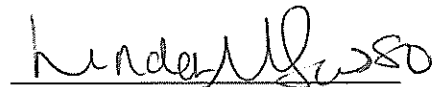
By its duly authorized bargaining team member:

  
Lauren Salmon-Garrett

Date: 6/23/23

WACHUSETT REGIONAL EDUCATION ASSOCIATION – UNIT B

By its duly authorized bargaining team member:

  
Linda Sasso, WREA President

Date: 6/27/23

## ATTACHMENT 1

Note: Text containing ~~line-strikes~~ represent negotiated deletions, and underlined text represent negotiated additions to the current 2022-2023 Unit A collective bargaining agreement. Provided both parties' principals ratify the successor agreement, the new bargaining agreement will be generated with the below-referenced ~~line-strike~~ text removed, and the underlined text being inserted and appearing as straight text. Any content currently appearing in the 2022-2023 Unit B collective bargaining agreement that is not contained below shall remain intact, unchanged and will be carried forward from the 2022-2023 collective bargaining agreement into the successor, 2023-2026 collective bargaining agreement.

### ARTICLE 2 Continuation of Old Agreement and Complete Agreement

A. 1. The effective date of this agreement shall be July 1, ~~2022-2023~~. All provisions for school year employees shall be effective July 1, ~~2022-2023~~ and shall continue up to and including June 30, ~~2023-2026~~ and shall thereafter automatically renew itself for successive terms of one year unless by the October 1 prior to the expiration of the contract year involved, either the District or the Association shall have given the other written notice of its desire to modify or terminate this Contract; whereupon the parties shall meet in good faith negotiations for a successor agreement. During negotiations this contract shall remain in effect in its entirety. ~~The District and the Association will both make a reasonable effort to commence negotiations for the successor collective bargaining agreement on or before November 15, 2022.~~

2. ~~Full year employees~~ Members will remain on the same salary and benefit structure until ~~the start~~ July 1st of each new school year, at which time all step and lane changes will become effective.

B. 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 7 - (new) Association Rights

The Employer shall provide a list of all members to the Association by November 15th and May 15th of each Year. The list shall include each unit member's name, job title/assignment, work site location, home address, work telephone number, home and personal cellular telephone number, work email address and personal email address. To the extent permitted by MGL, c. 4, section 7, clause 26, the Employer shall not disclose to third parties the date of birth, home address, personal email address, home, telephone number, or cellular telephone number of any employee, or

member of the employee's family, as well as bargaining units and groupings of employees and emails or other communications between employee organizations and their members as the information is not a "public record" and are prohibited from disclosure.

The District will comply with any employee/association notification obligations it has pursuant to MGL c. 150 E, section 5A. This shall include, but not limited to, the rights to meet with newly-hired employees without the charge to pay or leave time of the employees, for a minimum of thirty (30) minutes, not later than ten (10) calendar days after the date of hire, during new employee orientations or, if the employer does not conduct a new employee orientation, at individual group meetings scheduled by the Association. The employer shall notify the Association by email of hiring decisions not later than ten days. This paragraph is non-arbitrable.

## **ARTICLE 8 Reduction In Force (RIF)**

It is recognized that it is within the sole discretion of the School District and the Superintendent to reduce the staff, if necessary, because of a decrease in enrollment, a decrease in revenues, or for any other reason sufficient under the General Laws of this Commonwealth. Members of the bargaining unit with less than three years of service are not covered by the reduction in force language. Any implementation of reduction in force not in accordance with these procedures may be subject to grievance, arbitration, or bargaining at the election of the Association. The reduction shall be accomplished as follows:

### **A. Order of Reduction**

1. Length of Service shall be an employee's length of uninterrupted service in the Wachusett Regional School District, measured from his/her first scheduled workday.
2. Authorized leaves of absence shall not be considered interruption of service for the purposes of this Article only.
3. In the event two or more employees have equal length of service, then the more senior person shall be determined by ~~a coin flip~~ the date of hire.
4. Section ~~a-A~~ below shall remain in full force and effect until such time that the parties reach agreement and ratify appropriate changes to the evaluation procedures as described in Article 16 below. Following that agreement, Section ~~a-A~~ shall sunset and be replaced with:
5. Reductions in force shall occur within categories (OTA, PTA, SLPA) and shall be based on an employee's qualifications. Qualifications shall include area of licensure, ~~and~~ job performance, and the best interest of the students as defined by the annual evaluations conducted consistent with Article 16. In the event that qualifications are equal, the less senior employee shall be reduced.

- a. Reduction in force shall be determined within categories (SLPA, OTA, PTA) and by the criteria as defined in subsections 1 and 5 above.

## **ARTICLE 9 Vacancies, Promotions and Transfers**

A. Whenever any vacancy in a bargaining unit position occurs, the vacancy will be publicized by notice ~~on the bulletin boards within the schools~~ by being posted on the District's website or the employee self-service portal established by the District.

B. During July and August, the District shall notify the President of the Association of any such vacancy and provide a public information recording listing all vacancies in the District as described above, which will be updated biweekly.

1. Position(s) will be posted internally for a minimum of seven (7) calendar days before being filled.

2. The qualifications for a position and its duties shall be included in the posting.

3. The District will interview at least three (3) qualified applicants from within the bargaining unit. If there are fewer than three (3) qualified applicants from within the bargaining unit, all qualified bargaining unit members will be interviewed.

4. If the principal, in his/her sole discretion, does not select any of the candidates from within the bargaining unit, the position may be filled by a candidate who is not a member of the bargaining unit.

C. For bargaining unit members, at the end of the first or second year of the transfer position, either the bargaining unit member or the principal, in his/her respective discretion, may require a transfer back to the previous year's position, provided that the position (or comparable position) is available.

D. The provisions cited in this Article dealing with the principal's exercise of discretion shall not be subject to the grievance and arbitration procedures outlined in this Agreement.

E. For newly employed members of the bargaining unit, initial salary step placement shall be at the District's discretion. Academic credentials shall determine lane placement.

F. The District shall make every effort to fill permanent vacancies in a timely manner with permanent replacements who are members of the bargaining unit. For the purposes of this section, a six-month period is considered a reasonable period while a two-year period is considered to be an unreasonable period.

**ARTICLE 11 Provisions for the School Year and Calendar**

A. The bargaining unit member's work year shall consist of 182 workdays to include 180 student days, one (1) staff orientation day, and one (1) staff development days as determined by the member. Beginning in the 2025-2026 school year, the work year for members shall consist of 183 workdays to include 180 student days, 1 staff orientation, and 2 staff development days, not to be held after May 15th – one staff development day at the discretion of the member and one staff development day at the discretion of the District.

Members who are requested or required to attend district-sponsored training outside of their regularly scheduled hours will be compensated at their hourly rate.

B. Prior to finalizing the school calendar, the District will provide the Association the opportunity to have input.

C. The District and the Association agree that the overall traditional recesses in the school year shall be maintained.

D. The school year MAY begin on the Monday before Labor Day. In no event will returning members be required to start their work year before August 25th.

E. The school year will end no later than June 30.

F. Itinerant service providers shall not be assigned duties.

**ARTICLE 16 Evaluation System**

The Annual Evaluation form is attached as Appendix C. The Annual Evaluation shall be completed by June 1 each year. Upon ratification of this agreement by both parties, the parties agree to establish an Evaluation Committee, composed of at least three (3) members of the association as appointed by the President and representatives of the Administration ~~to meet at least monthly~~. This committee shall develop a new evaluation system that will provide feedback to employees, in the form of commendations and recommendations for improvement and allow for targeted feedback on the practice of the employees with input from their immediate supervisor.

Such evaluation systems shall be completed and implemented prior to the start of the 2025-2026 school year. Changes to the evaluation upon completion shall be negotiated between parties.

## ARTICLE 17 Provisions for Leave

Under extraordinary circumstances not covered below, a member of the bargaining unit may apply to the District for special leave consideration.

Members may use accrued sick leave in hourly increments.

A. Sick Leave (No changes requested)

B. Personal Leave

1. All members of the bargaining unit shall be entitled to three (3) personal days per year, for the purpose of conducting personal business that must be conducted during regular work hours, two (2) days of which can be used consecutively for reasons such as weddings and graduations that require travel. Personal days require the prior approval of the ~~Superintendent or designee~~ building principal and are at full pay. The District reserves its right to make requests regarding the use of personal time by Association members when adherence to the definition of personal time is in question. Any day denied by the principal may be reviewed by the Superintendent.
2. In cases of emergency, the ~~notice~~ requirement for prior approval may be waived by the Principal, ~~at the discretion of the District~~. The District shall reply to said requests promptly.
3. ~~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. ~~Bargaining unit~~ Members may carry over one (1) unused personal day per year with a cap of four (4) personal days allowed.
4. The following list of reasons for personal days is considered examples acceptable by the District but is not considered exhaustive or exclusive of other reasons not listed: family medical appointment, legal matters, graduations, funerals, personal real estate transactions, and estate or inheritance transactions.

C. Bereavement Leave

1. In the event of the death of a member of an 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 up to five (5) bereavement days per event at full pay. Immediate family members may include, but not limited to spouse, domestic

partner, parent, child, sibling, Grandparent, grandchild, person living in the same household, or someone who has acted in loco parentis. All step- and in-laws are included in the previous sentence.

0. Members ~~of the bargaining unit~~ will be granted one (1) day at full pay per event on the death of an aunt, uncle, niece, nephew, or cousin who lives at an address other than that of the employee.
0. In cases where there is a ~~documented~~ need to travel out of the area for funeral services, the employee may appeal for additional bereavement day(s).

#### D. Adoption Leave

In the case of an adoption, the member will be allowed up to four ~~(4) weeks~~ twelve (12) weeks leave. Accumulated sick and personal leave may be applied during the leave period ~~for which an attending physician certifies the need for parental care rendering the employee unable to work.~~

#### E. Parental Leave and Child Rearing Leave

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 parental leave, as described in the sections below of this article, if the member ~~of the bargaining unit~~ provides to the Superintendent or his designee notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.

1. Parental Leave. Pursuant to the MGL, Chapter 149, Section 105d, each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose 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 and personal leave may be applied during Parental Leave. ~~to those days during the maternity 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. In such a case, the member may choose to apply bereavement days in place of parental leave.-
2. Child Rearing Leave. At the end of the maternity 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, subject to the Unpaid Leave provision detailed below.



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 (subject to exceptions defined in MGL, Chapter 149, Section 105d).

a. During extended child rearing leave, the member ~~of the bargaining unit~~ shall not accrue time toward professional status, 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 teacher must notify the District of his/her intention to return to his/her position in the following school year by February 1 of the school year in which the leave is taken.

#### 4. Family and Medical Leave.

Up to twelve (12) weeks of leave may be granted to eligible members of the bargaining unit for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act of 1993. FMLA leave time will run concurrent with any other leave to which the employee is entitled. WREA members shall be able to use any and all sick time during an eligible leave without risk of separation of service from WRSD.

~~Members of the bargaining unit may use their accrued sick and/or personal time prior to Family Medical Leave or they may retain any personal and/or sick days which have accrued prior to going on unpaid leave.~~ Members are encouraged to contact the WREA and/or the WRSD for clarification when contractual Provisions for Leave are combined with Family Medical Leave benefits.

- F. Military Leave - Union requested NO changes
- G. Court/Jury Duty

In accordance with MGL, Chapter 234A, members will be granted three (3) days at full pay per call to jury duty. Any employee required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay, over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

- H. Unpaid Leave - Union requested NO changes
- I. General Provisions On Return From Leave - Union requested NO changes
- J. Sick Bank Leave

Members of the WREA Unit B shall be eligible to join WREA Unit A Sick Bank as described below:

1. Any actively employed member ~~of the bargaining unit~~ covered by this agreement is eligible for membership in this sick bank. WREA members will notify the Sick Bank Committee by October 1st, or within thirty (30) calendar days of hire, that they want to contribute to the sick bank.
  
0. Any contributing member of this sick bank is eligible to receive benefits.
  
0. Membership in this bank shall be voluntary. Each member shall make an initial non-~~returnable~~ refundable contribution of two (2) sick days effective on the first pay period of enrollment in the bank.
  
0. If the bank's total number of accumulated days falls below three hundred (300), members shall contribute one (1) day each year until the balance of days in the bank exceeds three hundred (300).
  
0. Any Sick Bank days shall be carried over to successive years.
  
0. Sick Bank days may only be drawn after an applicant has exhausted all accumulated or accrued sick days.
  
0. Sick Bank days may only be granted for the applicant's extended disability resulting from illness and/or accident.
  
0. The Sick Bank shall be administered by a Sick Bank Leave Committee consisting of five (5) WREA members, designated by the President or his designee. Decisions by the Committee require a majority vote (3).
  
0. Applications for benefits can be made by an active, contributing member of the Sick Bank. Applications must be in writing, and at least twenty (20) days prior to the point at which the employee's sick leave is exhausted. (For extenuating circumstances, the twenty (20) day waiting period can be waived.) The application must be accompanied by a doctor's letter certifying the need for extended leave and estimating the number of days needed for recovery.
  
0. The Sick Bank Leave Committee cannot act without a physician's statement.
  
0. The initial grant of sick leave by the Sick Bank Leave Committee cannot exceed twenty (20) days. Additional leave may be extended upon reconsideration of need by the Sick Bank Leave Committee.
  
0. The decision of the above Sick Bank Leave Committee shall be final and binding upon the teachers, the Committee, and the Association with respect to the administration of the sick leave bank and shall not be subject to grievance or arbitration.

## **ARTICLE 19 Payroll Deductions**

### **A. Method of Salary Payment**

Unit B staff are hourly employees working during the school year and will be compensated over a traditional school year pay cycle of 21 bi-weekly pay periods. Weekly timesheets should be completed and sent to Payroll for the District's bi-weekly pay period.

Unit B members will be paid in 21 equal payments. Adjustments will be made if actual hours worked are not consistent with the estimated annual salary.

## **ARTICLE 22 WREA President**

The Association President and the Superintendent agree to work together in a cooperative relationship to benefit the children and staff of the District and to promote the District throughout the community and state. In that endeavor, periodically, the President may request accommodation to assist in accomplishing the above. Such accommodation may be provided at the discretion of the Superintendent after consideration of the effect such accommodation would have on the instructional program.

## **ARTICLE 23 Association Activities**

The District agrees to provide each ~~of four (4) offices (President, Vice President, Secretary and Treasurer)~~ Executive Board Officers of the Association, days for Association Activities, not to exceed twenty-one (21) days total per academic year, not to exceed five (5) days per individual per academic year with the exception of the Association President who will be allotted six (6) days per academic year. The Association President will be allotted six (6) days per academic year, or as determined by a Memorandum of Agreement between the District and President.

One member who is elected to attend the MTA Annual meeting to represent WREA can access one (1) Association Activity Day to attend the meeting. This day is not to be deducted from other areas of leave. This day is to be unpaid by the District.

## **ARTICLE 24 ~~Reserved Salary~~**

Initial wage step placement shall be at the District's discretion. Academic credentials shall determine lane placement. As of July 1st of each new school year, members will automatically be placed one step higher.

The wage schedule for the period covering July 1, 2023-June 30, 2024 is attached as Appendix A of this Agreement. Effective July 1, 2024, the salary schedule shall be increased by two and one-quarter (2.25%) percent. Effective July 1, 2025, the salary schedule shall be increased by two and three-quarters (2.75%) percent.

APPENDIX A – Attach year one, or if available, all three years' worth of Unit B wage grids here.

WREA Unit B Wage Grid

2023-2024\*

Step	Associates	Bachelors
1	\$27.54	\$30.60
2	\$28.94	\$32.00
3	\$30.33	\$33.39
4	\$31.72	\$34.78
5	\$33.22	\$36.28
6	\$34.55	\$37.73
7	\$35.93	\$39.24
8		\$40.81
9		\$42.44
10		\$44.14

\*% of increase for 2024-2026 will be the same as WREA Unit A