

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HVERHILL SCHOOL COMMITTEE**

**AND**

**HVERHILL SCHOOL SECRETARIES ASSOCIATION**

**Effective from July 1, 2010 through June 30, 2013**

**Effective from July 1, 2013 through June 30, 2014**

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## **GENERAL AGREEMENT**

This AGREEMENT is made by and between the School Committee of the City of Haverhill (hereinafter referred to as the “Committee”) and the Haverhill School Secretaries Association (hereinafter referred to as the “Association”) this 13<sup>th</sup> day of October, 2011.

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment, and in consideration of the mutual agreement herein contained, the parties hereto agree with each other with respect to the employees of the Association recognized being represented by the Association as follows:

### **ARTICLE I - RECOGNITION**

The Committee recognized the Association as the exclusive representative of all permanent clerical employees of the Haverhill Public Schools, under the provisions of Chapter 150E of the Massachusetts General Laws. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of a collective bargaining agreement, and any questions arising there under, the Committee recognizes the Haverhill Education Association as the sole and exclusive bargaining agent and representative of all employees employed as full-time or regular part-time employees of the Haverhill Public Schools including the following principal clerks, principal bookkeepers, executive secretaries (hereinafter referred to as “employees”). The parties further acknowledge that the positions covered by this collective bargaining agreement are subject to the provisions of Massachusetts General Laws Chapter 31, also known as the Civil Service Statute.

The following positions are removed from the bargaining unit and from the Appendices to this Agreement:

Hearing and Vision Tester (effective July 1, 2001);

Principal Clerk/Personnel (Class IV);

Clerk/Typist (Class I removed from Salary Schedule); and,

Principal Clerk/Data Entry (Class III).

This recognition is in compliance with the certification of the Massachusetts Labor Relations Commission under date of July 29, 1968, Case No. MCR-445.

The two parties will meet at a mutually agreed upon date to craft an contract addendum that contains language which will clarify the recognition clause and current unit positions.

## ARTICLE II - ELECTIONS AND SALARIES

1. Office personnel are selected by the School Committee from the established civil service list and their salaries are fixed in accordance with the existing scale.
2. Salaries: The salaries of all persons covered by this Agreement are set forth in the salary schedules as attached in Appendices A-1, A-2 and A-3.
3. Overtime: Requests for overtime compensatory time at the rate of time-and-one half or overtime to be compensated by salary payment at the rate of time-and one-half may be granted upon prior approval of the immediate superior, and in turn, by the Administrative Assistant, and in his/her absence, by the Superintendent or Assistant Superintendent, and as amended, is affirmed.
4. Longevity Pay: Beginning with the tenth year of service, clerical employees shall have six hundred dollars (\$600.00) added to their annual salary; beginning with the fifteenth year of service, clerical employees shall have one thousand dollars (\$1000.00) added to their annual salary; beginning the twentieth year of service, clerical employees shall have fourteen hundred and fifty dollars (\$1,450.00) added to their annual salary. As of July 1, 2009, all clerical unit members who have completed thirty years of service in the City of Haverhill shall have \$3,000.00 added to their annual salaries. Longevity will be paid based on the salary schedule for the academic year most recently completed. Longevity checks will be paid on or before August 1.  
  
*Effective July 1, 2011*, beginning with the tenth year of service, clerical employees shall have seven hundred dollars (\$700.00) added to their annual salary; beginning with the fifteenth year of service, clerical employees shall have one thousand one hundred dollars (\$1,100.00) added to their annual salary; beginning the twentieth year of service, clerical employees shall have fifteen hundred and fifty dollars (\$1,550.00) added to their annual salary. All clerical unit members who have completed thirty years of service in the City of Haverhill shall have thirty one hundred (\$3,100.00) added to their annual salaries. Longevity will be paid based on the salary schedule for the academic year most recently completed. Longevity checks will be paid on or before August 1.
5. College Credit: For each three semester hours completed by a clerical unit employee in a related and approved field of study, the employee will be paid \$100 dollars following completion of each course. This will be a one-time payment for each three semester hour course approved in advance by the central office administration. This one-time payment shall not exceed fifteen (15) credit hours or \$500 in any one year. Employees shall submit supporting documentation requesting the one-time payment by July 15<sup>th</sup> and payment will be paid no later than September 15<sup>th</sup>.

Effective July 1, 2009, all clerical unit employees who hold an associate's degree or equivalent (60 credit hours) will have \$500 added to their annual salary. Effective July 1, 2009, all clerical unit members who hold a bachelor's degree will have \$1000 added to their annual salary.

Those clerical unit employees who have previously received college credit benefit as practiced by the District prior to June 30, 2007 will continue to receive such compensation and also will be eligible for the increased compensation referenced in Paragraph 2 above until they leave employment in the Haverhill Public Schools. In the event an employee who is grandfathered under this provision leaves the employ of the Haverhill Public Schools and later returns, they shall forfeit any college credit compensation which they enjoyed prior to June 30, 2007 and shall only be eligible for the increases set forth in Paragraph 2 above.

6. Sick Leave Buy Back Upon Death: In the event of the death of an active employee, the District shall pay to an employee's estate up to fifty (50) days of the employee's accrued, but unused sick time, at the employee's regular rate of pay.

### **ARTICLE III - WORK SCHEDULE**

#### **1. OFFICE HOURS**

- a. Regular Hours: For Administration offices, hours shall be from 8:00 a.m. to 4:00 p.m., Monday through Friday.

For the High School, office hours shall be from 7:15 a.m. to 3:15 p.m., Monday through Friday.

For "ten month elementary clerks", office hours shall be from 8:00 a.m. to 3:30 p.m., Monday through Friday.

- b. Summer Hours: During the months of July and August, employees may work from 8:00 to 3:30 p.m. with one-half hour for lunch so long as it is done on a rotating basis and offices remain open and are staffed from 8:00 a.m. to 4:00 p.m. -- with approval of the Business Administrator. Denial of change under this provision would not be subject to the grievance and arbitration procedure.
- c. Flex Time: A flexible working schedule will be available to clerical employees. The number of hours worked per day may not vary; however, the beginning and end of the work day may be changed by mutual agreement of the employees and the Business Administrator. (Offices must remain open during regular office hours.) Denial of change under this provision would not be subject to the grievance and arbitration procedure.

**2. LUNCH HOURS**

Administration and High School offices, shall receive one hour for lunch. Ten month clerks, shall receive one-half hour for lunch.

**3. WORK SCHEDULE**

The work year for eleven (11) month clerks shall consist of 201 days, which will include the 181 days when teachers are present plus the 10 days before school opens and the 10 days after school closes in June. During this work period, the following days will be considered "no work days" and will be labeled thusly on the annual staff calendar: Labor Day, Columbus Day, Veteran's Day, ½ day before Thanksgiving, day after Thanksgiving, Christmas Eve day, Day After Christmas, New Year's Eve Day, Martin Luther King Holiday, President's Day, Good Friday, Patriot's Day, and Memorial Day. Legal holidays that occur on a Sunday will be observed on the following Monday. Legal holidays that occur on a Saturday will be considered a floating vacation day to be used at a date to be mutually agreed upon by the employee and his or her supervisor. Christmas Eve Day and Day After Christmas shall not be considered holidays, and, if said days do not fall on a regular work day employees shall not be entitled to additional time or a "floating" holiday". Clerical staff shall not be required to work during the December holiday recess, winter recess (February), or spring recess (April) when classes are not in session. Eleven (11) month clerks are not required to work on a day when children are not in school. Eleven (11) month Clerks are not required to work a 'no school' day, however, they may make arrangements with their immediate supervisor to work on this day and that day will count toward the 201 number referenced in this article.

In addition to the time off during the December holiday recess, winter recess, and spring recess, 11 month clerks will yearly receive three (3) floating vacation days. Before leaving for the Summer, 11 month clerks will submit a work calendar to the Human Resource Department which will show a combined total of work days, vacation days, merit days, sick days, personal days, jury duty days, family illness days, graduation days, and bereavement days equaling 201. Any days worked beyond 201 will result in the employee being compensated at his/her daily rate of pay provided said days are approved in advance by the Superintendent.

Eleven (11) month employees must work the full complement of 10 days before and after school year, except such employees may use one merit or vacation day during each such period. 11 month employees may submit an extreme need petition for any additional use of merit or vacation leave with their immediate supervisor, who may approve if said leave will not effect school operations.

Should an 11 month Clerk wish to use personal, merit or any other type of earned leave during the approved school year, these requests must be submitted in advance to the Superintendent for his or her approval prior to the use of any such leave.

Eleven month clerks shall not work on 'No School' days due to inclement weather and such days will be made up at the end of the year.

The work year for 12 month clerks shall consist of 227 days. During this work period, The following days will be considered "no work days" and will be labeled thusly on the Annual staff calendar: July 4th, Labor Day, Columbus Day, Veteran's Day, ½ day before Thanksgiving, the/day after Thanksgiving, Christmas Eve Day, day after Christmas, New Year's Eve Day, New Year's Day, Martin Luther King Holiday, President's Day, Good Friday, Patriot's Day and Memorial Day. Christmas Eve Day and day after Christmas shall not be considered holidays, and, if said days do not fall on a regular work day employees shall not be entitled to additional time or a "floating" holiday". By July 15<sup>th</sup> of every year, 12 month clerks shall submit a work calendar to the Human Resource Department which will show a combined total of work days, vacation days, merit days, sick days, personal days, jury duty days, family illness days, graduation days, and bereavement days equaling 227. Any days worked beyond 227 will result in the employee being compensated at his/her daily rate of pay provided said days are approved in advance by the Superintendent.

For twelve month clerks, storm day policy shall include 'No Penalty' to a secretary who is unable to safely enter the building to which assigned pursuant to Central Office notification and approval. No secretary shall be required to remain in a building alone on a 'No School' day due to inclement weather, and it should be understood that personnel may be assigned to another site.

Early dismissal of clerical personnel on a stormy day shall be at the discretion of the Superintendent of Schools or his/her duly authorized representative. An employee who is called back to work for extraordinary reasons after the end of the employee's regular hours are completed shall work and be paid for a minimum of three (3) hours for such call back assignment, and must be pre-approved by their direct supervisor.

## **ARTICLE IV - VACATIONS AND HOLIDAYS**

### **1. VACATIONS**

- a. (1) All vacation credit will accrue effective July 1st of the fiscal year following the year in which it is earned.
- (2) A credit of one (1) day for each month worked prior to July 1st, up to a maximum of ten (10) days may be earned in years one and two of employment.
- (3) Eleven-month employees having two or more full years of continuous and consecutive service effective July 1st, shall be entitled to receive fifteen (15) days of vacation on that date.
- (4) Twelve month employees having two or more full years of continuous and consecutive service effective July 1st, shall be entitled to receive twenty (20) days of vacation on that date.
- b. The vacation year shall be the period from July first to June thirtieth inclusive.
- c. Vacation leave shall be granted any time during the vacation year with the express approval of the Superintendent of Schools. Notwithstanding, eleven (11) month clerical unit members may not take more than three vacation days during the ten work days after the final day of school or during the ten work days prior to the opening of school. Special circumstances may be considered by the Superintendent.
- d. Vacation leave must be taken in the vacation year in which it is due and shall not accumulate from year to year; providing that in unusual circumstances exception may be granted by the Superintendent.
- e. For a death in the immediate family, or whenever the clerical employee shall have charge of funeral arrangements for other persons during vacation leave, said days shall be granted to the employee during that vacation year.

### **2. HOLIDAYS**

Paid holidays shall continue in effect as listed on the School Calendar and approved by the School Committee.

If a holiday falls on a Saturday, employees will be granted a day off from work in compensation for the Saturday holiday.

Contingent upon the dismissal of students and teachers before noon on the day before Thanksgiving, offices will close at 12 noon on that day, and clerical staff at the high school may leave at 11:00 a.m., and other clerical staff may leave at 11:30 a.m. Offices will close on the day immediately before and after Christmas and the day before New Year's Day, if and when 12-month administrators are not on duty.

Federal or state holidays are not to be charged as a vacation day for any unit member.

## **ARTICLE V - COMPENSATION DURING ABSENCE**

### **1. SICK LEAVE**

- a. Fifteen days sick leave for ten month employees and seventeen (17) days sick leave for twelve (12) month employees with full pay shall be granted each year.
- b. Employees are granted accumulated sick leave up to 150 days.
- c. The term "sick leave" shall include quarantine for exposure to contagious diseases.
- d. Cumulative plan shall begin with permanent appointment.
- e. Three days a year shall be allowed from the annual allotment for the sudden illness of a member of the immediate family which is deemed an emergency (to be determined by the Superintendent's Office).
- f. Upon reinstatement to a clerical position in the Haverhill School System accumulated sick leave will be re-activated.

2. **WORKER'S COMPENSATION:** The clerical staff shall be covered by "Worker's Compensation" and liability coverage.

3. **URGENT PERSONAL BUSINESS:** Three days per year shall be granted for Urgent Personal Business reasons. These days shall not be taken from Annual Sick Bank Leave. Urgent personal days may not be taken during the first and last week of school, the day before or after a holiday. Employees shall request and receive written authorization from the Superintendent, or his/her designee, prior to taking any allowed personal days.

4. **BEREAVEMENT:** All employees shall be granted a period of up to five days absence with full pay each time there is a death in the immediate family. This leave is to be taken immediately following the death of an immediate family

member. The immediate family is defined to include: mother, father, grandmother, grandfather, step-mother, step-father, sister, brother, child, wife, husband, mother-in-law, father-in-law or any member of the immediate household. Employees shall be granted one days leave for the funeral of other relatives or friends.

5. **JURY DUTY:** School clerks shall be paid the difference in salary from jury duty service and their regular salary while serving on jury duty.
6. A clerk who is absent both the day before and the day after a holiday for reasons for which he/she is not entitled to receive pay on these two days shall not be paid for the holiday.
7. Extension of leave beyond that stated heretofore for exceptional circumstances may be granted at the discretion of the School Committee.
8. A physician's certificate for absence or absences may be required by the Superintendent or anyone authorized by him/her to receive it.
9. The Committee agrees that the Association may become part of the sick bank as set up in the agreement between the Haverhill Education Association and the School Committee of the City of Haverhill and subject to all provisions and terms pertaining to said sick bank. (SEE APPENDIX "D")
10. **MERIT DAYS:**
  - (a) For each quarter work year, if a unit member does not use a sick leave day, said member will be granted a single annual leave day. If a unit member does not use a single sick day for an entire year (four quarters), an additional 5<sup>th</sup> annual leave day will be granted. Such days of annual leave must be taken during the next working quarter. Bereavement leave, jury duty, worker's compensation, holidays, vacation days if applicable, and personal days will not be considered absences.
  - (b) Unit members who believe they are eligible to receive a merit day will ask their building principal three calendar days prior to the taking of the merit day so as to provide time for the principal to check the attendance records. In the event of a dispute, representatives of the HEA will be given copies of the signed attendance records within three days after they are requested.
  - (c) The immediate supervisor of the clerical employee will be responsible for verifying the accuracy of the weekly attendance for all employees under his or her supervision. Like all employees, a record of attendance for each unit member will be maintained and co-signed by the unit member and the appropriate supervisor. A paper copy of this attendance record will be kept by the central office administration.

## **ARTICLE VI - LEAVES OF ABSENCE**

1. Leaves of Absence shall be granted in accordance with Civil Service Rules and Regulations and by the School Committee.

2. **Professional Improvement Days**

As budgeted the Secretarial Staff will be allowed to attend the Massachusetts Educational Secretaries Conference without loss of pay.

3. **Association Business**

Representatives of the Association, as designated by the President, shall be granted leave with pay for Association business that cannot be conducted except by leaving school premises during the regular work day. Such leave shall not exceed a total of eight (8) hours in any work year for the Association. The Association shall make every effort to give one week's notice for such leave; and in no event less than 48 hours' notice. This time restriction may be waived by the Superintendent or his/her duly authorized representative.

4. **Military Leave**

Military leave will be granted in accordance with applicable federal and state statutes (as defined for municipal workers). Employees who are deployed must submit their deployment orders to the central office payroll prior to leave.

5. **Family and Medical Leave**

Eligible employees shall be entitled to a leave of absence without pay under the provisions of the Massachusetts General Laws, Chapter 149, Section 105D and the Federal Family and Medical Leave Act, as applicable.

## **ARTICLE VII - VACANCIES AND PROMOTIONS**

1. A vacancy is defined as an opening caused by promotion, resignation, retirement, death, or establishment of a new position.
2. When a vacancy occurs, notice of the vacancy shall be posted in all locations where personnel are assigned for not less than one (1) week prior to the closing date of applications. Notice shall indicate assignment, location, title of the available position, specific duties of the position, and the extent of education and/or prior experience necessary.
3. Clerks who wish to be considered for the position shall contact the Haverhill School System in writing.

4. Copies of the vacancy notices shall be mailed to clerks who are not on duty during such posting.
5. Whenever possible the person filling the vacancy shall work with the retiring person for ten days prior to retirement.
6. Clerks presently employed within the Haverhill School System shall receive first consideration for all vacancies.
7. When openings occur in any classification, titles, and position "specs" shall be updated to be submitted to Civil Service for proper title classification.
8. All appointments, whether temporary or permanent, shall be made in compliance with applicable state and federal laws and regulations prohibiting discrimination in employment on the basis of race, religion, national origin, age, gender, sexual orientation or disability.
9. All members shall be evaluated annually according to a set of standards applicable to their job duties and responsibilities, and as agreed upon by both parties. The evaluation instrument shall be attached as an Appendix to the Collective Bargaining Agreement. A committee comprised of an equal number of representatives of both parties shall convene following ratification of this Memorandum for the express purpose of developing a new performance evaluation instrument and process for implementation. The resulting performance evaluation and instrument shall be subject to ratification by the parties.
10. A former clerical employee of the Haverhill School System who substitutes will, after twenty consecutive school days in the same position, be paid according to his/her proper step.
11. School Administration will notify bargaining unit of any pending upgrades of clerical positions.
12. Ten-month employees will be given priority when substitute clerks/secretaries are hired to replace twelve (12) month employees on vacation or who are absent during the summer months. Such employment shall be offered to ten-month employees on an equitable basis.
13. An employee who is assigned to fill a vacancy in a higher-paying position shall be paid at the higher rate while filling such position after ten days.
14. All members of the Secretarial unit will be evaluated annually in accordance with the approved Performance Evaluation Instrument.
15. When a vacancy occurs during the school year, it may be filled on a temporary

basis for the remainder of the fiscal year, without complying with the posting provisions contained herein. Any temporary assignments will warrant written notification to the president of the Association as soon as possible after it becomes known there will be a vacancy. Any temporary positions will not exceed the work year. The Superintendent shall not be required to delay in filling the temporary position.

16. Permanent vacancies exist when a position is open because an employee has left at the end of the school year, leaves employment or gives notice of resignation during the summer or when a position has been filled on a temporary basis under the preceding paragraph. All permanent vacancies shall be posted and filled in accordance with the provisions of this Article. Bargaining unit members shall receive first consideration for openings.

### **ARTICLE VIII - AGENCY FEE**

1. The Committee agrees to require as a condition of employment that all Secretaries pay annually, or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or the thirtieth (30th) day subsequent to the execution of this Agreement, whichever is later, an agency fee which shall be commensurate with the cost of collective bargaining and contract administration as determined solely by the Association and which amount shall be certified annually to the Committee by the Association.
2. The monies referred to shall be remitted to the Association Treasurer by the Committee on or before the tenth (10) day following the issuance of the pay check from which the deduction was made.
3. The Association will be provided with the names and addresses of all unit members within ten (10) days of the opening of school each September.
4. The Association and the Massachusetts Teachers Association shall indemnify and save the Committee and/or the City of Haverhill harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to paragraphs 1 and 2 of this Article or for any action taken by said School Committee relating to the discharge of any employee for failure to pay the agency fee.
5. The Association shall, prior to the collection of any agency fee, furnish evidence to the said Committee that the collective bargaining agreement requiring its payment as a condition of employment has been formally executed, pursuant to a vote of a majority of all employees in such bargaining unit present and voting and that the said Association has called an appropriate meeting and adopted the procedures required by Massachusetts General Laws Chapter 150E, Section 12.

**ARTICLE IX - PAYROLL DEDUCTION**

The Committee agrees to deduct from the salaries of its employees one amount to cover the dues for the Haverhill Teachers Association, the Massachusetts Teachers Association, Massachusetts Association of School Secretaries, and the Haverhill School Secretaries Association as each clerk individually and voluntarily authorizes the Committee to deduct, and to submit the monies promptly to the Association. The clerks' authorizations will be in writing.

The deduction referred to in the above Section will be made in twenty equal installments. The Committee will not be required to honor any deductions or any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

Payroll deductions may be made for bonds, Blue Cross & Blue Shield, or tax sheltered annuities.

All members of the bargaining unit shall have the benefit of a cafeteria plan which has already been implemented by the Committee for the benefit of the members of the Association.

**ARTICLE X – HEALTH & WELFARE**

Effective July 1, 2011 the Value Option Plan co-pays and deductibles listed below will be in effect (at the member’s current employee contribution split):

	HMO Increased Deductibles	PPO Increased Deductibles
Office Visits	\$15	\$25
Emergency Room Visits	\$100	\$100
Inpatient Co-pay	*\$250	*\$250
Outpatient Co-pay Surgery	*\$150	*\$150
CT, PET, and MRI	**\$75	**\$75
Retail Rx	\$10/25/45	\$10/25/45
Mail-order RX	\$20/40/70	\$20/40/70

\*See Health Reimbursement Account language

\*\* Not to exceed \$375 per member per year

Effective July 1, 2012 the City’s contribution to the HMO shall be 77.50% and the employee contribution shall be 22.50%.

Effective July 1, 2013 the City’s contribution to the HMO shall be 75% and the employee contribution shall be 25%.

### **Flexible Spending Account**

The City of Haverhill will offer a Flexible Spending Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis will be \$2,500.

### **Health Reimbursement Account**

The City will establish a Health Reimbursement Account to reimburse co-payments that exceed \$250 per individual and \$400 per family, per calendar year, that are incurred as a result of the following co-payments: \$250 per inpatient hospitalization and \$150 for outpatient surgery.

### **Opt-Out Plan**

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

### **Allowance of Tiered Plan**

The School Department may offer to employees a tiered network plan, and employees may voluntarily elect to enroll in such a plan. Employees will be provided with at least six months notice should the tiered network plan be withdrawn, which the School Department may do at their sole option.

### **New Employee Benefit Changes – Hired after July 1, 2011**

New employees hired after July 1, 2011 shall pay a **thirty percent (30%)** Employee Health Insurance Contribution rate for both the PPO and HMO products.

## **ARTICLE XI - JUST CAUSE**

The Committee hereby agrees that it shall not dismiss or suspend any permanent employee covered by this Agreement without just cause. The term "permanent employee" shall mean any person certified by Civil Service and employed for more than six consecutive calendar months and further the term "just cause" shall be as defined and shall be identical with the term "just cause" as used in Massachusetts General Laws, Chapter 41, Section 43, and any and all amendments thereto.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **1. DEFINITIONS**

- a. A "Grievance" is hereby defined to mean a dispute involving the meaning, interpretation or application of this contract.
- b. A "grievant" is the person or persons making the claim.
- c. A "party in interest" is the person or persons making the claim who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. For the purpose of the timelines the term "response" shall be defined as an actual response, or in the event no response is given, the date on which such response is due, whichever comes first.
- e. Unless otherwise specified, "days" shall be days on which the central administration office is open for business.

### **2. PURPOSE**

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the clerical employees. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.
- b. Nothing herein contained will be construed as limiting the right of any clerical employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association; provided, however, if the Association later determines that, in its view, the adjustment is inconsistent with the terms of the Agreement, then the Association shall be given the opportunity to present such views to the member of the administration.

### **3. PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

a. Level One

An employee who wishes to pursue a grievance must, within twenty (20) days of the event/events giving rise to the grievance, submit the grievance in writing to their immediate supervisor, either directly or through the Association's school representative. The written grievance shall set forth the (1) alleged facts upon which the grievance is based, (2) reference to the provision(s) of the contract allegedly violated, and (3) the specific remedy requested.

The supervisor shall meet with the grievant and render a decision in writing within twenty (20) days of receipt. A copy of the decision will be provided to the grievant and to his/her representative.

b. Level Two

- (1) If the grievance is not resolved at Level One, the grievant may within five (5) days after the Supervisor's response, file the grievance in writing with the Superintendent's Office.
- (2) Within five (5) days of the Superintendent's receipt of the written grievance, the Superintendent or designee will meet with the grievant in an effort to resolve the grievance. The Superintendent will render a decision within ten (10) days of the meeting.

c. Level Three

- (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, the Association may within ten (10) days after receipt of the Superintendent's decision, submit the grievance to binding arbitration by filing a written notice with the American Arbitration Association, with a copy sent to the Superintendent of Schools. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding, except as hereinafter provided in paragraph 4c.
- (2) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
- (3) It is expressly agreed and understood that this provision as to arbitration will not apply to negotiations.
- (4) No grievance involving a discharge or suspension of an employee

which is governed by regulations of the Civil Service Commission may be submitted to arbitration.

- (5) Any arbitrator appointed pursuant to the Article shall be without power to alter, amend, add to or delete from the express language of this Agreement.

### **ARTICLE XIII - COLLECTIVE BARGAINING PROCEDURE**

1. Not later than October 1 of each year, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach an agreement concerning clerks' wages, hours, and other conditions of their employment. Any agreement so negotiated will apply to all clerks covered by this agreement, and will be reduced to writing and to be signed by the Committee and the Association.
2. During negotiations, the Committee and Association will present relevant data, exchange points of view and make proposals and counter proposals. Either party may, at its own expense if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
3. This agreement may not be modified in whole or in part except by written instrument duly executed by both parties.

### **ARTICLE XIV - COMMITTEE RIGHTS**

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth. The Committee retains those rights, powers, and duties it now has or may be granted or have conferred upon it by the law unless modified or changed by this Agreement.

### **ARTICLE XV – RETIREMENT BENEFIT**

If an employee with 20 years of service has averaged less than three (3) sick days for the final five (5) years of employment, said Clerk will be entitled to a lump sum payment in the amount of \$2,000 provided the Clerk gives six (6) months notice of retirement.

**ARTICLE XVI - DURATION OF CONTRACT**

This Agreement shall be effective from July 1, 2010 through June 30, 2014 and shall thereafter automatically renew itself for successive terms of one (1) year unless by June 1 next, prior to expiration of the Agreement here involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement.

This Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives.

HAVERHILL SCHOOL COMMITTEE

HAVERHILL SCHOOL SECRETARIES  
ASSOCIATION

By: \_\_\_\_\_  
Its Chair

By: \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Clerical Salary Scale  
FY 11 All Groups**

Effective July 1, 2010      0%

<b>Step</b>	<b><u>11 Month Employees</u></b>	<b><u>12 Month Employees</u></b>	<b><u>Pr Bkkpr, Pr CI-Payroll, Ex Sec</u></b>
1	26169	29554	30554
2	27007	30501	31501
3	27871	31475	32475
4	28763	32482	33482
5	29684	33524	34524
6	30634	34594	35594
7	31614	35704	36704
8	32626	36846	37846
9	33671	38026	39026
10	34749	39243	40243
11	35861	40499	41499
12	37009	41795	42795

**Clerical Salary Scale  
11 Month Principal Clerks**

Effective July 1, 2011      1%  
Effective July 1, 2012      2%  
Effective July 1, 2013      2%

<b>Step</b>	<b><u>Effective July 1, 2011</u></b>	<b><u>Effective July 1, 2012</u></b>	<b><u>Effective July 1, 2013</u></b>
1	26431	26959	27498
2	27277	27823	28379
3	28150	28713	29287
4	29051	29632	30224
5	29981	30580	31192
6	30940	31559	32190
7	31930	32569	33220
8	32952	33611	34284
9	34008	34688	35382
10	35096	35798	36514
11	36220	36944	37683
12	37379	38127	38889

**Clerical Salary Scale  
12 Month Principal Clerks**

Effective July 1, 2011      1%  
Effective July 1, 2012      2%  
Effective July 1, 2013      2%

<b>Step</b>	<b><u>Effective July 1, 2011</u></b>	<b><u>Effective July 1, 2012</u></b>	<b><u>Effective July 1, 2013</u></b>
1	29850	30447	31055
2	30806	31422	32051
3	31790	32426	33074
4	32807	33463	34132
5	33859	34536	35227
6	34940	35639	36352
7	36061	36782	37518
8	37214	37959	38718
9	38406	39174	39958
10	39635	40428	41237
11	40904	41722	42557
12	42213	43057	43918

**Clerical Salary Scale  
Principal Bookkeeper, Principal Clerk-Payroll/Executive Secretary-HHS**

Effective July 1, 2011      1%  
 Effective July 1, 2012      2%  
 Effective July 1, 2013      2%

Step	<u>Effective July 1, 2011</u>	<u>Effective July 1, 2012</u>	<u>Effective July 1, 2013</u>
1	30860	31477	32106
2	31816	32452	33101
3	32800	33456	34125
4	33817	34493	35183
5	34869	35567	36278
6	35950	36669	37402
7	37071	37812	38569
8	38224	38989	39769
9	39416	40205	41009
10	40645	41458	42288
11	41914	42752	43607
12	43223	44087	44969

SICK LEAVE BANK  
(Taken from the Teachers' Contract)

1. Subject to the provisions of Section 3, Article 5, paragraph 14 of this Article, each twelve month employee shall have 17 days and each ten month employee shall have 15 days of sick leave effective as of the first work day each school year, whether or not he/she reports for work on that day. Unused sick leave shall be cumulative up to a total of 150 days. Annual notice of his/her sick leave, current and accumulated will be furnished upon request, and any employee so requesting shall confirm this notice in writing.

Sick leave will provide for disabilities caused by pregnancy and childbirth under the same terms and conditions which apply to sick leave for other disabilities. In addition to sick leave for disabilities which are caused by pregnancy and childbirth, pregnant employees are entitled to eight weeks of maternity leave pursuant to Chapter 149, Section 105D of the General Laws of Massachusetts. Under the law, any pregnant employee who wishes to take the unpaid maternity leave must give at least two weeks' notice to the employer of her anticipated date of departure for maternity leave.

2. Sick leave shall include absence because of quarantine or court order.
3. The HEA and the Haverhill School Committee recognize that overwhelming majority of secretaries are conscientious and dedicated. This dedication leads many secretaries to perform duties in spite of personal illness.

The HEA and the Haverhill School Committee share a common concern for those few who have extended illness and those few who might abuse a sick leave provision. In order to deal with these situations, the School Committee and HEA agree to establish a Board consisting of HEA President, a second representative of the Association and two representatives of the School Committee.

The Board shall oversee the operation of a sick leave bank which will operate under these conditions:

- a. Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all available leave
- b. The bank's efforts are aimed at assisting those individuals who have serious illness or accident which result in the exhaustion of an individual's accumulated sick leave.

- c. The bank will be funded on a yearly basis at the rate of one day per employee; the total annual sick leave will be reduced from seventeen (17) to sixteen (16) days for 12 month employees and fifteen (15) to fourteen (14) for 10 month employees.
- d. An individual in need of assistance will petition the Board. The Board's decision is binding on all parties and is not subject to the grievance procedure or appealable to any tribunal. If a petition for sick bank usage results in a tie vote, the issue will be submitted directly to arbitration under Article III of the contract.
- e. The maximum number of days granted to an individual from the bank will not exceed 150 days.
- f. Unused banked days are not cumulative and must be renewed each year.
- g. In the event that the bank is depleted, additional bank days will be funded, on a voluntary basis, not to exceed an additional day per year per person.

The Board will review individual cases involving reported sick bank leave abuse and after proper investigation, may require the individual to submit to a medical examination (provided this is not in conflict with an individual's religious beliefs). Cost of this examination will be borne equally by the HEA and the Haverhill School Committee. The Board will have the right to censure any individual who has abuse sick leave and issue a full report to the entire School Committee for subsequent actions.

It is expressly agreed that the secretaries employed by the School Committee and those who are members of the bargaining unit represented by the Secretaries Association may become members of the sick leave bank.

- 4. The HEA and Haverhill School Committee recognize that routine dentistry, optical, and physical examinations are excluded from sick leave coverage.
- 5. In order to standardize sick leave procedure as well as allowing accurate tabulation of total sick leave days, a form will be filled out upon return from absence due to illness.

**SAMPLE FORM**

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(SCHOOL)

was absent \_\_\_\_\_ due to illness.  
(dates)

\_\_\_\_\_  
Signature

6. In cases of absence under this Article employees will notify the person designated by the principal. Such person shall call the Answering Service to obtain a substitute.

**EVALUATION**