

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SCHOOL COMMITTEE OF THE CITY OF HAVERHILL
AND
HAVERHILL EDUCATION ASSOCIATION
(Education Support Personnel Unit)

Effective from July 1, 2014 through June 30, 2017

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AGREEMENT

AGREEMENT made this ____ day of May, 2016 by the SCHOOL COMMITTEE of the CITY OF HAVERHILL (hereinafter sometimes referred to as the "COMMITTEE") and the Education Support Personnel Unit of the HAVERHILL EDUCATION ASSOCIATION (hereinafter sometimes referred to as the "ASSOCIATION").

WITNESS

WHEREAS, this Agreement recognizes that it is the mutual prime purpose of the Committee and the Association and its members to provide education of the highest possible quality for the children of Haverhill and that good morals within the school staff of Haverhill is essential to achievement of that propose; and

WHEREAS, it is the duty of the parties of this Agreement to confer in good faith with respect to wages, hours and other conditions of employment to bargain collectively and to execute a written contract incorporating any agreement reached;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, subject to the required action of the School Committee and the Educational Support Personnel Unit of the Haverhill Education Association, the parties mutually agree as follows:

ARTICLE I: RECOGNITION AND COMMITTEE RIGHTS

- A. For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising there under, the Committee recognizes the Educational Support Personnel as the exclusive bargaining agent and representative of the Educational Support Personnel Unit. Effective July 1, 2008, the non-unit positions of autism life skills specialist and autism behavior support staff will be collapsed into one position referred to as "behavior support person" and recognized as part of the Association. If an educational support person meets the qualifications of the position he/she will be given first consideration in filling that position.
- B. This Committee is a public body established under and with 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 has conferred upon it by the law unless modified or changed by this Agreement.

ARTICLE II: GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement a grievance shall be defined as a written complaint by an employee in the Unit covered by this Agreement which involves an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement.

- B. The purpose of the procedure set forth hereinafter is to produce the prompt and equitable solutions to those problems, which from time to time arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, however documented, at the procedural level involved.
- C. LEVEL ONE: An employee with a grievance will present it to his school principal or immediate supervisor in writing within ten (10) school days of the occurrence of said fact. The principal or immediate supervisor shall within five (5) school days of the receipt of said grievance submit an answer in writing to the grievant.
- D. LEVEL TWO: In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One or in the event that no decision has been reached within five (5) school days after the presentation of the grievance to the principal or immediate supervisor, the grievance shall within an additional ten (10) school days be referred to the Superintendent of Schools. The Superintendent shall meet to discuss the grievance with the employee within five (5) school days after receipt of the written grievance.
- E. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent he/she may file the grievance in writing with the School Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, a subcommittee of the School Committee (hereinafter referred to as the "Sub-Committee") will meet with the aggrieved person for the purposes of resolving the grievance. The ultimate decision of the grievance at Level Three will, however, be rendered by the School Committee.
- F. LEVEL FOUR: If the grievance is not resolved to the satisfaction of the employee and the Association within ten (10) school days after the meeting with the Superintendent of Schools, and if the grievance shall involve the interpretation or application of any provision of the Contract, the Association may within ten (10) school days submit the grievance to the State Board of Arbitration and Conciliation for disposition in accordance with the said State Board of Conciliation and applicable rules of arbitration then in effect. The expenses of such arbitration shall be shared equally by the School Committee and the Haverhill Education Association. The arbitrator shall have no power of authority to add to, subtract from or modify any of the terms of this Agreement. Subject to the foregoing and pursuant to 150E, the decision of the arbitrator shall be final and binding upon the School Committee and the Association and the aggrieved employee.
- G. If, at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the

grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the above Section.

ARTICLE III: DURATION

This Agreement is comprised of a three-year contract, effective July 1, 2014 – June 30, 2017. Negotiations for a successor contract shall begin no later than thirty (30) days after written notice by the Committee or Association, but no sooner than November 30, 2016. The Association agrees to submit its contract proposals to the Committee prior to the first negotiation meeting.

ARTICLE IV: SALARIES

A. The salary schedules for all persons covered by the Agreement, including any applicable longevity increments, are set forth in the Appendices which are attached hereto and made part hereof. Effective July 1, 2014 compensation for all Educational Support Personnel shall be converted from an hourly rate to an annualized salary scale as outlined in the Appendices. Thereafter all Appendices shall reflect an annualized salary in accordance with the work hours per day per employee (six or seven hours per day).

Wages:	General wage increase as follows:
Effective July 1, 2014	0.5%
Effective July 1, 2015	1%
Effective July 1, 2016	2%

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the Haverhill Public Schools to become an active M.G.L. c. 32 retiree.

Effective July 1, 2011, longevity shall be adjusted as follows:

Education Support Personnel with:	
10-14 years of service shall have added to their annual salary	\$1,000
15-19 years of service shall have added to their annual salary	\$1,200
20 or more years of service shall have added to their annual salary	\$1,500

Longevity payment for the year of service completed will be paid by August 1st of the following fiscal year.

B. Any Educational Support Personnel employed prior to the signing of this contract shall maintain his or her present salary step. Any Educational Support Personnel employed subsequent to the signing of this contract shall be placed on the salary step representing the number of years of his or her prior service as an aide or in the capacity covered by this contract representing his or her prior services in the Haverhill Public Schools, or at the level which may be established for any new position.

- C. Payroll: Educational Support Personnel shall be paid bi-weekly commencing with the second week of school during the required service. Personnel are not required to work on emergency snow days as called by the Superintendent and will not be paid for such. When the scheduled payday occurs on a holiday, payment shall be made on the preceding day. When the payday occurs during a school vacation period the payment shall be made available in the Superintendent's Office.

Direct Deposit: The parties agree that all employees shall be paid any and all wages by direct deposit and electronic receipt notification process.

ARTICLE V: LEAVES

- A. Sick Leave. Ten month Educational Support Personnel shall be granted up to fifteen (15) days leave with pay for personal illness. Unused sick leave shall be cumulative to 150 days.

Twelve-month personnel shall be granted up to seventeen (17) days leave for personal illness.

A physician's certificate may be required by the Superintendent or his/her designee for any employee who is absent for five (5) consecutive days.

New employees in their first year of employment shall accrue sick leave as follows: one (1) day for each month from September through April, and three (3) days each for May and June.

- B. Sick Leave Bank. The Committee agrees that the Educational Support Personnel Unit of the Haverhill Education Association may become part of the sick bank as set up in Agreement between the Haverhill Education Association and the School Committee of the City of Haverhill and hence be subject to all provisions and terms pertaining to said sick bank subject to agreement of the Teachers Unit of the Haverhill Education Association.

Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all available leave.

- C. Bereavement Leave. All employees shall be granted a period of up to five (5) 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, stepmother, stepfather, sister, brother, child, wife, husband, mother-in-law, father-in-law, or any member of the immediate household. Educational Support Personnel shall be granted one (1) day's leave for the funeral of other relatives and friends.
- D. Personal Business Leave. Educational Support Personnel shall be allowed three (3) days

for personal business, which cannot be transacted outside of school hours with pay. Requests for personal leave shall be filed on a form as approved by the Superintendent and/or his/her designee and is subject to his/her approval. The Superintendent may request from the employee a reasonable explanation for a personal leave request directly before and/or after a holiday or school vacation.

Educational Support Personnel that do not utilize any of their annual allotment of three (3) personal days may convert them to five (5) sick leave days.

New employees in their first year of employment shall be granted one (1) personal day per quarter, for not more than three (3) days per school year.

- E. Jury Duty. Educational Support Personnel shall be paid the difference in salary from jury duty services and their regular salary while serving on jury duty.
- F. Family Illness. Educational Support Personnel may use up to three (3) days of accumulated sick leave for illness in the immediate family (immediate family to consist of family members defined in Article V Section C).
- G. FMLA Leave. Employees will be entitled to leave as provided in the Federal Family Medical Leave Act. This paragraph is not subject to grievance and arbitration procedures.
- H. Extended Unpaid Leave. A leave of absence without pay may be granted for personal illness, when it exceeds period of two (2) weeks and cumulative sick leave has expired. Such leave will not affect employee seniority status.
- I. Maternity Leave

Upon receipt of at least two weeks written notice of her anticipated date of departure and intention to return, the School Committee shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of the Massachusetts General Laws, Chapter 149, Section 105D.

Child-rearing leave up to one (1) year may be granted without pay. The leave period will not count toward seniority.

An additional year of absence may be granted by the Committee upon recommendation of the Superintendent. This leave period will not count toward seniority.

Chapter 149, section 105D - Maternity Leave Provisions

A female employee who has completed the initial probationary period set by the terms of her employment, or if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at

least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, right, and advantages; provided further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for an employee on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy, which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment in which females are employed.

- K. Perfect Attendance. Educational Support Personnel with perfect attendance, exclusive of bereavement leave, jury duty, worker's compensation, holidays, vacation days, if applicable, and personal days shall receive one (1) weeks' salary at their per diem rate, payable in August of the subsequent year.
- L. 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 VI: JUST CAUSE

- A. It is agreed by the Committee and the Association that Educational Support Personnel are annual appointments made by the Committee and shall not have tenure in any position. The Committee reserves the right in its discretion not to rehire any person covered by the Agreement. Rehiring or failure to rehire is not subject to the grievance procedure.
- B. No Educational Support Personnel who has served at least one year shall be suspended, dismissed except for just cause. The Educational Support Personnel may use the grievance procedure to contest the validity of the complaint. Just cause shall be defined

as in Section 43 Chapter 31 of the General Laws of the Commonwealth of Massachusetts, with the exception that failure to rehire shall in no event be considered as a dismissal.

- C. After five (5) years of service in the Haverhill Public Schools, no Educational Support Personnel staff will be non-renewed for performance based reasons unless said staff member has received two (2) consecutive negative summative evaluations.

ARTICLE VII: TRANSFERS AND VACANCIES

- A. Any Educational Support Personnel shall have the right to request a transfer to another school if an opening for Educational Support Personnel exists in that school. No involuntary transfers shall result in decreased compensation in the first year of an employee's transfer. However, effective the following July 1st, his/her annual salary shall be adjusted accordingly.
- B. All vacancies within the unit will be posted in each building for at least ten (10) days prior to the final date for application to the position. During the months of July and August, written notice of such vacancies will be mailed to the Association.

ARTICLE VIII: HEALTH INSURANCE

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before July 1, 2011 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after July 1, 2011 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Flexible Spending Account under IRS Section 125

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 7/1/15). The maximum annual allowable amount to be deducted on a pre-tax basis for Medical Dependent Care Account will be \$5,000.

Health Reimbursement Account

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC Agreement.

Opt-Out Plan – A one-time opt out option

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.

ARTICLE IX: HOLIDAY/VACATION

- A. The following holidays shall be granted all Educational Support Personnel with Pay: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day.
- B. The Christmas Vacation shall be a paid vacation for all Educational Support Personnel. Christmas vacation shall include (7) paid days for all Educational Support Personnel.
- C. No Work Days: In addition to the 15 days noted above the Educational Support Personnel will not be required to work the day after Thanksgiving, Winter Recess, and Spring Recess.
- D. All twelve-month positions will be entitled to vacations as follows:
 - Two (2) weeks after one full year of service
 - Four (4) weeks after two full years of service

ARTICLE X: HOURS

The following hours shall be in effect during the duration of this contract:

At the elementary and middle school levels, education support personnel will work a six (6) and ½ hour day excluding a thirty-minute lunch

At the high school level, education support personnel will work a seven (7) and ½ hour day excluding a thirty-minute lunch.

Educational Support Personnel who are required to eat lunch with their students will work and receive remuneration for a six and one-half hour day for elementary and middle school levels and seven and one-half hour day for the high school level.

Educational Support Personnel who are required to work less than six hours per day or more than six and one-half hours (elementary and middle school level), seven and one-half hours (high school level) are recognized as exceptions to the above and will be remunerated commensurate with the hours which they work.

Work performed by twelve (12) month employees beyond a 35-hour week will be compensated at time and one-half. In all cases above, starting and ending times will be determined by the appropriate administrators and will fall within the confines of the normal school day.

ARTICLE XI: MILEAGE

Any Educational Support Personnel whose duties require regular traveling approved by the Superintendent shall be entitled to a travel allowance as promulgated by the Committee from time to time.

ARTICLE XII: PAYROLL DEDUCTIONS

Educational Support personnel may request payroll deductions for dues, U.S. Savings Bonds, tax sheltered annuity and health insurance.

ARTICLE XIII: WORK YEAR

The Committee agrees that if it shall employ any person for a full year's service in the category of Educational Support Personnel, the said full year's service shall not be less than 181 days. The term "full year's service" as used herein shall be during the time from the Monday before Labor Day through June 30 annually. Educational Support Personnel will be required to attend the in-service day as approved by the Committee. Persons hired by the Committee, subject to this Agreement, for less than a full year, such as on a per diem or temporary basis, shall not be guaranteed the said number of days that constitute a full year's service. The minimum number of days for a full year's service as defined for each school year in this Agreement shall not be inclusive of such holiday or vacation as provided in Article IX.

Whenever school is closed and the faculty and students released, for any reasons, the Educational Support Personnel will also be released without loss of pay.

If a snowstorm erupts during the workday and progresses in intensity, Educational Support Personnel will be dismissed with the teachers.

All employees must work their contracted hours on early release days. If mandated professional development opportunities are provided by the District on early release days, all employees must participate.

ARTICLE XIV: SENIORITY

Seniority shall be defined as length of continuous service in the Haverhill School System. An approved leave of absence shall not constitute an interruption of service. Employment will be offered to the persons most senior, in order, on the seniority list if qualified. The determination of qualification shall be the exclusive discretion of the Superintendent and his decision as to qualification shall be final and binding and shall not be grievable or subject to any review. Commencement of seniority shall start on the first day of work for the Aide.

ARTICLE XV: AGENCY FEE

All bargaining unit members, whose names are submitted in writing by the Association to the Committee as "nonmembers" of the Association, shall pay an Agency Service Fee. Said fee to be set and collected consistent with Chapter 150E, Section 12 of the General Laws. The fee shall

be due not later than thirty (30) calendar days following commencement of a school year, or ninety (90) days following initiation of employment in the bargaining unit, whichever is longer.

ARTICLE XVI: PROFESSIONAL DEVELOPMENT

1. All courses to be submitted for salary credit must be approved by the supervising administrator and Superintendent as being relevant to the educational responsibility of the employee.
2. All Educational Support Personnel who have acquired the necessary credits will be placed at their proper step and rate and effective September 3, 1985, the effective date of the collective bargaining agreement.
3. Any in-service courses offered by the School Committee to instructional staff shall be offered to Educational Support Personnel. Educational Support Personnel shall attend the same workshop(s) as their grade level teacher unless designated otherwise.

Although Educational Support Personnel may take in-service course, such course may not be used for salary advancement.

4. Tuition vouchers shall be available for use by Educational Support Personnel when there are no teachers or other professionals requesting use of said vouchers and no conditions established by participating colleges and universities, which would exclude use by Educational Support Personnel.
5. Salary changes due to classification changes because college credits are recognized September 1.

If transcripts of courses completed by Educational Support Personnel prior to September 1 are not received by the Superintendent's Office on or before September 1, any salary adjustment due as a result of completion of such course(s) shall be paid at a later date retroactive to September 1.

Courses completed after September 1 will be recognized on the following September 1.

ARTICLE XVII: DUTIES

Educational Support Personnel will be responsible for performing such toileting as is assigned by the classroom teacher or in special situations by the supervising administrator.

In-service training on toileting procedures and other health related services will be provided to Educational Support Personnel.

The determination as to whether an aide will or will not attend a student core evaluation will be made by the teacher after consultation with the supervising administrator.

It may be necessary for Educational Support Personnel to attend job related workshops or parent/teacher conferences outside the normal workday. Educational support personnel may request in writing to attend such conferences or job-related workshops, and may so attend, with the approval of their immediate supervisor or principal. In addition, their immediate supervisor or principal may request, in writing, that they attend a specific conference or workshop, and the employee shall so attend. In either event, educational support personnel will be compensated at their hourly rate upon completion or fulfillment of their responsibilities.

ARTICLE XVIII: EVALUATION

All Educational Support Personnel shall be evaluated a minimum of once annually prior to June 1 by a principal or his/her designee. The agreed upon evaluation instrument is attached as Appendix B.

ARTICLE XIX: NONDISCRIMINATION

Educational Support Personnel will not be discriminated against because of their race, color, national origin, age, gender, sexual orientation, or disability.

There will be no reprisals of any kind taken against any Educational Support Personnel by reason of his/her membership in the Association or participation in its activities.

IN WITNESS WHEREOF, the parties to this Contract have ratified and caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first written above written.

IN WITNESS WHEREOF, the parties to this Contract have ratified and caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first written above written.

SCHOOL COMMITTEE OF HAVERHILL EDUCATION SUPPORT PERSONNEL OF THE
HAVERHILL EDUCATION ASSOCIATION

By: Mana Ryan Ciardello
Its President

By: Rosa Begley
Its President

Dated: 8/9/16

Dated: 8/4/16

APPENDIX A
2014-2015 ESP SALARY SCALE
0.5%

At the elementary and middle school levels, education support personnel will work a 6 and ½ hour day excluding a thirty-minute lunch.

At the high school level, education support personnel will work a 7 and ½ hour day excluding a thirty-minute lunch.

6 hour day	Step	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$15,910	\$16,616	\$17,203	\$17,922	\$18,513
2	\$16,746	\$17,424	\$18,154	\$18,781	\$19,372	
3	\$17,424	\$18,089	\$18,861	\$19,576	\$20,167	
4	\$18,235	\$18,991	\$19,681	\$20,439	\$21,030	
5	\$18,952	\$19,687	\$20,426	\$21,156	\$21,747	
6	\$19,827	\$20,568	\$21,339	\$22,109	\$22,700	

6 ½ hour day	Step	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$17,088	\$17,953	\$18,590	\$19,367	\$20,008
2	\$18,095	\$18,829	\$19,622	\$20,300	\$20,940	
3	\$18,829	\$19,550	\$20,385	\$21,162	\$21,802	
4	\$19,708	\$20,526	\$21,275	\$22,095	\$22,735	
5	\$20,485	\$21,290	\$22,081	\$22,874	\$23,514	
6	\$21,432	\$22,237	\$23,071	\$23,904	\$24,544	

7 hour day	Step	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$18,470	\$19,292	\$19,977	\$20,815	\$21,504
2	\$19,445	\$20,237	\$21,088	\$21,820	\$22,509	
3	\$20,237	\$21,013	\$21,909	\$22,747	\$23,437	
4	\$21,180	\$22,063	\$22,870	\$23,752	\$24,442	
5	\$22,018	\$22,886	\$23,738	\$24,590	\$25,280	
6	\$23,037	\$23,903	\$24,803	\$25,701	\$26,390	

APPENDIX A
2015-2016 ESP SALARY SCALE
1.0%

At the elementary and middle school levels, education support personnel will work a 6 and ½ hour day excluding a thirty-minute lunch.

At the high school level, education support personnel will work a 7 and ½ hour day excluding a thirty-minute lunch.

<i>6 hour day</i>	Step	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$16,069	\$16,782	\$17,375	\$18,101	\$18,698
2	\$16,914	\$17,598	\$18,336	\$18,969	\$19,566	
3	\$17,598	\$18,270	\$19,049	\$19,772	\$20,369	
4	\$18,417	\$19,181	\$19,878	\$20,643	\$21,240	
5	\$19,142	\$19,884	\$20,630	\$21,368	\$21,965	
6	\$20,025	\$20,774	\$21,553	\$22,330	\$22,927	

<i>6 ½ hour day</i>	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$17,259	\$18,133	\$18,776	\$19,561
2	\$18,276	\$19,017	\$19,818	\$20,503	\$21,150
3	\$19,017	\$19,746	\$20,589	\$21,374	\$22,020
4	\$19,905	\$20,731	\$21,488	\$22,316	\$22,962
5	\$20,690	\$21,503	\$22,302	\$23,103	\$23,749
6	\$21,646	\$22,459	\$23,301	\$24,143	\$24,790

<i>7 hour day</i>	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$18,655	\$19,485	\$20,177	\$21,023
2	\$19,639	\$20,439	\$21,299	\$22,038	\$22,734
3	\$20,439	\$21,223	\$22,128	\$22,975	\$23,671
4	\$21,392	\$22,283	\$23,098	\$23,990	\$24,686
5	\$22,238	\$23,115	\$23,975	\$24,836	\$25,533
6	\$23,267	\$24,142	\$25,051	\$25,958	\$26,654

APPENDIX A
2016-2017 ESP SALARY SCHEDULE
2.0%

At the elementary and middle school levels, education support personnel will work a 6 and ½ hour day excluding a thirty-minute lunch.

At the high school level, education support personnel will work a 7 and ½ hour day excluding a thirty-minute lunch.

<i>6 hour day</i>	Step	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$16,391	\$17,117	\$17,722	\$18,463	\$19,072
2	\$17,252	\$17,950	\$18,703	\$19,349	\$19,957	
3	\$17,950	\$18,635	\$19,430	\$20,168	\$20,776	
4	\$18,785	\$19,565	\$20,275	\$21,056	\$21,665	
5	\$19,525	\$20,281	\$21,042	\$21,795	\$22,404	
6	\$20,425	\$21,189	\$21,984	\$22,777	\$23,385	

<i>6 ½ hour day</i>	Step	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$17,604	\$18,496	\$19,152	\$19,952	\$20,612
2	\$18,641	\$19,397	\$20,214	\$20,913	\$21,573	
3	\$19,397	\$20,141	\$21,001	\$21,801	\$22,461	
4	\$20,303	\$21,146	\$21,917	\$22,762	\$23,422	
5	\$21,104	\$21,933	\$22,748	\$23,565	\$24,224	
6	\$22,079	\$22,908	\$23,768	\$24,626	\$25,285	

<i>7 hour day</i>	Step	Class 1-A	Class 1-B	Class II	Class III	Class III Stipend
	1	\$19,028	\$19,875	\$20,581	\$21,443	\$22,153
2	\$20,032	\$20,848	\$21,725	\$22,479	\$23,189	
3	\$20,848	\$21,647	\$22,571	\$23,434	\$24,144	
4	\$21,820	\$22,729	\$23,560	\$24,469	\$25,180	
5	\$22,682	\$23,577	\$24,455	\$25,333	\$26,043	
6	\$23,732	\$24,625	\$25,552	\$26,477	\$27,187	

Longevity for Educational Support Personnel

2014-2015

10-14 years of service shall have added to their annual salary	\$1,000
15-19 years of service shall have added to their annual salary	\$1,200
20 or more years of service shall have added to their annual salary	\$1,200

**2015-2016 &
2016-2017**

10-14 years of service shall have added to their annual salary	\$1,000
15-19 years of service shall have added to their annual salary	\$1,200
20 or more years of service shall have added to their annual salary	\$1,500

Classifications:

CLASS I-A	Highly Qualified - Passing Score on the Para Pro Test or other State approved assessment program OR completion of 360 Professional Training Points (OTP) or 48 credits
CLASS I-B	Highly Qualified - Associates Degree or 60 credits
CLASS II	90 credits
CLASS III	Baccalaureate degree or 120 credits
STIPEND	\$.50 per hour for licensure as a teacher in Massachusetts by the Department of Education.

Substitute Rate:

Educational Support Personnel who substitute for absent teachers shall receive \$20.00 per day, unless they are certified. If certified as a teacher, they shall receive \$110.00 per day or current rate.

Educational Support Personnel who substitute for clerical staff shall receive \$20.00 per day

**HVERHILL PUBLIC SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL
EVALUATION INSTRUMENT**

In accordance with Article XVI of the collective bargaining agreement between the Haverhill School Committee and the Haverhill Public schools Educational Support Personnel effective January 1, 1995, all Educational Support Personnel shall be evaluated a minimum of once annually prior to June 1 by a Principal or his/her designee. In compliance, this evaluation instrument was created by a committee comprised of representatives of the Educational Support Personnel Unit and Central Administration.

Name: _____ Title/Position: _____

School: _____ Date: _____

RATING SCALE

S	Satisfactory - performs at or above expected performance level.
U	Unsatisfactory - performs below expected performance level.
NA	Not Applicable - Category does not apply to job description.
	Comments/Recommendations - required on every evaluation.

EVALUATION

Job Responsibilities

	S	U	NA
- Accuracy of work			
- Thoroughness of work			
- Initiative			
- Communication skills			
- Organizational skills			
- Follows directives			
- Quality of work			
- Respect for confidential information			
- Rapport with staff			
- Adherence to policy & procedure			

Cooperation

	S	U	NA
- Acknowledges administrative/supervisory directives			
- Interpersonal skills			
- Collaboration with instructional staff			

- Reliability/dependability			
- Sound judgment & decision-making			

Student Rapport

	S	U	NA
- Ability to focus/re-direct student attention to academics or behavior			
- Sensitivity to varied student abilities & interests			
- Effective communication			
- Responds in firm, fair, consistent manner to student behavior			
- Concern for safety & welfare of students			

Instruction / Supervision

	S	U	NA
- Takes initiative			
- Follows lesson plans			
- Enhances lesson			
- Provides accurate information related to lesson			
- Adapts lesson to meet needs of individual / group			
- Communicates with supervisor			
- Provides essential information from classes to further enhance student learning			
- Assists students with mainstream settings			
- Effective use of instructional media			

Supervisor's Comments / Recommendations:

POST – CONFERENCE

Evaluations of Educational Support Personnel must be reviewed in a post-conference meeting. The employee should read and discuss the evaluation with the evaluator. The employee has the right to comment on or rebut the evaluation. If so, attach a statement on a separate paper.

Summary of Conference: (Include employee’s comments)

Evaluation Summary Rating	S	U
----------------------------------	----------	----------

Employee’s Signature: _____ **Date:** _____

Evaluator’s Signature: _____ **Date:** _____

Evaluator: _____ **Title:** _____

A copy must be forwarded to the Human Resources Department for the employee’s personnel file. Additional copies should be retained by the employee and supervisor / evaluator submitting the evaluation.

APPENDIX C

SETTLEMENT AGREEMENT

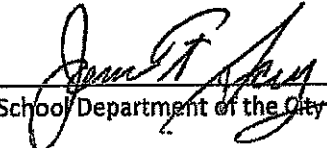
This Settlement Agreement is made and entered into as of the seventeenth day of April, 2013, by and between the Haverhill Education Association/Education Support Personnel Unit (hereinafter the "Union"), and the School Department of the City of Haverhill (hereinafter the "District"). In full and final settlement of all matters pertaining to a pending arbitration relative to the use of Merrimack College Education Fellows by the District, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The District agrees to limit the number of Merrimack College Education Fellows to fifteen (15) in any academic year.
2. The District agrees that no currently employed full time ESP's will be made part time from the date of this agreement forward.
3. The District agrees that part time employees will get first consideration for full time positions as they become available.
4. The District will provide the HEA a copy of the names and placement of the Education Fellows at the beginning of each year.
5. The District recognizes that employees who work beyond 19 hours are eligible for the health insurance offerings in accordance with the collective bargaining agreement.
6. The District agrees to abide by the previous grievance resolutions for ESP's who were hired as "permanent subs" and then continued employment beyond 30 days.
7. The District agrees that this agreement is the lone exception to the Recognition Clause of the Contract.

8. The District agrees that this issue will only be permanently solved in full collective bargaining, ergo the agreement is only for the current academic year, 2012-13, and the subsequent year, 2013-2014. The use of interns to perform bargaining unit work after academic year 2013-2014 will be resolved in collective bargaining.
9. The District agrees that ESP's will be eligible and encouraged to make use of the 30 vouchers for courses offered by Merrimack College as part of the internship program.
10. The District agrees to temporarily resolve the Issue over the use of Merrimack College Education Fellows by paying all ESP unit members, both full time and part time, a pre-arbitration award of \$200 to be paid by July 14, 2013, and another \$200 to be paid by July 14, 2014.
11. Upon full execution of this Agreement, the Union will withdraw with prejudice the pending American Arbitration Association Case.



Haverhill Education Association/Education
Support Personnel Unit



School Department of the City of Haverhill