

# **Agreement**

between

**Tyngsborough School Committee**

and



**Secretaries/Clerical Chapter**

**July 1, 2007 - June 30, 2010**

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## **ARTICLE 1 – PURPOSE**

Pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Section 4, this Agreement is made by and between the Tyngsborough School Committee (the “Employer”) and the School Secretarial and Clerical employees as represented by S.E.I.U. (the “Union”), and has as its purpose the promotion of harmonious relations between the Employer and the Union.

## **ARTICLE 2 – RECOGNITION OF UNION, DEFINITION OF EMPLOYEE**

The Employer recognizes the Union as the sole and exclusive bargaining agent on questions of wages, hours, conditions of employment for all full-time and regular part-time employees employed in the following classification by the Tyngsborough School Committee:

All full-time and regular part-time secretarial and clerical personnel employed by the Tyngsborough School Committee including employees in the following positions:

Central Office Clerk, Guidance Secretary at the High School, Receptionist at the Elementary School, Receptionist at the Middle School, Receptionist at the High School, Secretary to the Athletic Director, Secretary to the Early Childhood Center Assistant Principals, Secretary to the Elementary School Principal, Secretary to the Middle School Principal, Secretary to the High School Principal, and Special Education Secretary,

excluding the Administrative Assistant to the Superintendent, and the Secretary to the Superintendent, and further excluding all managerial, confidential, and casual employees, and all other employees of the Tyngsborough School Committee.

## **ARTICLE 3 – UNION SECURITY**

Dues – For the duration of this Agreement, Union dues and/or agency service fees will be deducted from each paycheck of an employee who individually and voluntarily certifies in writing authorizing such deductions. The Union agrees to indemnify & hold the Tyngsborough School District and Committee harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues and/or agency service fees from employee’s pay. The Union assumes full responsibility for the disposition of moneys so deducted once they have been turned over to the treasurer of the Union.

## **ARTICLE 4 – DISCRIMINATION AND COERCION**

The Superintendent and/or his/her designee and the Union will not discriminate against any employee because of his or her activity or membership or non-membership in the Union. The Superintendent and/or his/her designee and the Union will not discriminate against any employee on the basis of age, sex, race, color, religion, creed, national origin, sexual orientation and disability.

## **ARTICLE 5 – SURVIVAL**

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to State or Federal statutes, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which, from time to time, may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance at the procedural level involved, and nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee verbally to a Principal or Superintendent of Schools.

Definition: A grievance is defined as a complaint by an employee or group of employees covered by this contract based on an alleged violation of a specific provision of this Agreement.

### Procedure:

LEVEL 1. An informal settlement between the aggrieved and his/her immediate supervisor shall be attempted.

LEVEL 2. If not disposed of to the aggrieved's satisfaction by such discussion, the grievance shall be presented in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement is violated within five (5) school days of the occurrence of the event upon which the grievance is based.

LEVEL 3. In the event the grievance is not disposed of to the satisfaction of the aggrieved at Level 2, or in the event no decision has been reached within five (5) school days, the grievance shall then be referred to the Superintendent within five (5) additional school days. The Superintendent, within (5) school days after receipt of the written grievance stating exactly how the clause(s) or article(s) of this Agreement is violated, will meet with the aggrieved in an effort to settle the grievance.

LEVEL 4. In the event the grievance is not disposed of at Level 3, or in the event that a decision has not been rendered within five (5) school days after the Level 3 meeting, the grievance shall be referred in writing within ten (10) additional school days, stating exactly how the clause(s) or article(s) of this Agreement is violated by the aggrieved to the School Committee. Within ten (10) school days thereafter, the School Committee shall meet in an effort to settle the grievance.



#### LEVEL 5.

- A. In the event the grievance is not satisfactorily disposed of at Level 4, or in the event no decision has been rendered within twenty (20) school days after the Level 4 meetings, the aggrieved may within ten (10) school days thereafter refer the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree to an arbitrator, then an arbitrator shall be selected under the rules and regulations of the American Arbitration Association.
- B. The request for arbitration shall state the specific provisions of this Agreement on which the grievance is based, and shall state the remedy or relief sought by the party requesting arbitration. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement.
- C. The decisions of the arbitrator shall be in writing and shall set forth his findings of fact and his reasons and conclusions concerning the specific issues submitted. His decision shall be final and binding upon the concerned parties.
- D. The cost of the service of the arbitrator shall be borne equally by the School Committee and the Union.
- E. With the exception of Level 1, all grievance meetings shall be held when school is not in session.

#### General:

- A. If at the end of the five (5) school days next following the occurrence of any grievance, or the date of the first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented at Level Two or Level Three as appropriate 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 requires to present it to the next level in the procedure shall not have been taken within the time specified.
- B. No written communication, other document or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting a grievance except that the Superintendent or School Committee may keep a separate file of all grievance matters for its official use.
- C. In the event a grievance arises as a direct result of an action of the School Committee, the grievance may be presented by the aggrieved directly at Level 3. The grievance will be presented in writing stating how the clause(s) or article(s) of this contract was violated.
- D. In the event a grievance in June has not been resolved by the last school day of a school year, the phrase "school days" shall no longer apply and the phrase "week days" shall apply until

the first day of the following school year. The time limits for processing a grievance during this period may be mutually extended depending on the availability of the parties involved.

#### **ARTICLE 7 – SENIORITY**

Upon ratification of the Agreement, the date of hire of new employees into the bargaining unit shall determine the seniority of the employees. However, employees hired prior to the ratification of the contract shall have a seniority date equal to his/her original date of hire within the School System.

#### **ARTICLE 8 – HOURS OF WORK**

The regular scheduled work hours will consist of Monday through Friday eight (8) hours per day adjusted for the individual needs of the school or office. Employees' yearly work schedule will be either 42 weeks/year or 52 weeks/year. Employees will be provided twenty-five (25) minutes for lunch which shall be included in the eight (8) hour work day.

#### **ARTICLE 9 – OVERTIME**

Employees covered by this Agreement will be paid overtime at the rate of time and one-half their regular rates of pay for all hours actually worked in excess of the regularly scheduled hours in a work week.

#### **ARTICLE 10 – HOLIDAYS**

- A. All permanent employees working 52 weeks per year are entitled to the following holidays with pay provided they are present for the working day before and the working day following a holiday:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day after/before Christmas
Labor Day	

In addition to the above holidays, all permanent employees working 52 weeks per year are entitled to one floating holiday per year. Such floating holiday may not be used to extend existing holidays, vacations or weekends nor added to other personal day usage.

- B. All permanent employees working 42 weeks per year are entitled to the following holidays with pay provided they are present for the working day before and the working day following a holiday:



New Year's Day  
Martin Luther King Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Labor Day

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Day after/before Christmas

In addition to the above holidays, all permanent employees working 42 weeks per year are entitled to one floating holiday per year. Such floating holiday may not be used to extend existing holidays, vacations or weekends nor added to other personal day usage.

At the start of each school year, one SEIU 888 Representative and the Superintendent of Schools, or his/her designee, will review the school calendar and determine whether to schedule floating holidays or alternatively, paid days off, in lieu of holidays falling outside of the 42-week schedule.

#### **ARTICLE 11 – HEALTH AND WELFARE**

- A. When an employee is receiving Workers' Compensation payments for a work-related injury and such payments are less than the employee's normal take home pay, the Employer agrees to make up the difference between the Workers' Compensation benefits and the regular take home pay with such payments being made by deducting from the employee's unused sick leave on a pro-rated basis.

During this period, the employee's unused vacation benefits may be credited to the next succeeding vacation period accrual period should the employee not be able to use up this vacation in the year in which it is due because the employee is receiving Workers' Compensation.

- B. The Union will bring to the attention of the Supervisor any practices or conditions it deems to be unsafe or unhealthy. The Employer shall make every effort to establish and maintain safe, healthy working conditions.

#### **ARTICLE 12 – SICK LEAVE**

1. All permanent personnel working 52 weeks per year shall accumulate sick leave with pay credits at the rate of 1 ¼ days for each month of employment accumulative to 215 days. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
2. All permanent personnel working 42 weeks or less per year shall accumulate 1 ¼ days for each month of employment accumulative to 175 days.
3. Upon retirement or death of employee, sick day buy-back at the rate of 25% of the employee's per diem rate to a maximum of \$25.00/day times the accumulated sick days.

### **ARTICLE 13 – PERSONAL LEAVE**

Personal leave shall be available to all employees covered by this Agreement in situations which require absence during employment and/or school hours for purposes of transacting or attending to personal or legal business, or family matters. Personal leave will be granted for not more than three (3) days per year. Leave under this Article shall be with at least forty-eight (48) hours' advance notice to the building principal. The building principal in unusual or emergency circumstances may waive the notification time required. Use of personal leave shall only be granted with the approval of the building principal, but approval shall only be withheld in such instances that in the judgment of the building principal will severely hamper the school in its ability to fulfill its educating function. Personal leave days are not accumulative from year to year. Personal leave will not be deducted from sick leave. Personal leave will not be granted the day before or the day after a paid holiday, vacation period, or to anticipate or extend a weekend. Employees who do not utilize personal leave during the contract year, shall be allowed a compensatory benefit of \$75.00 for each day not used up, up to three (3) days or \$225.00 with no accumulation of days.

### **ARTICLE 14 – BEREAVEMENT LEAVE / SERIOUS ILLNESS**

A maximum of five (5) days per year will be granted each employee for serious illness or death in the immediate family. These days, if used, shall not be deducted from sick leave. The definition of the immediate family for the purpose of this policy shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother- and father-in-law, sister- and brother-in-law. If, in the opinion of the supervising principal, a relationship exists similar to that of the family relationship, this leave may be granted.

### **ARTICLE 15 – JURY DUTY**

All permanent employees called for jury duty will be compensated in accordance with the laws of the County and Commonwealth of Massachusetts.

### **ARTICLE 16 – VACATION**

All permanent employees working 52 weeks per year will be entitled to the following vacations:

After 1 year of service:	2 weeks
After 5 years of service:	3 weeks
After 10 years of service:	4 weeks
After 20 years of service:	5 weeks

Two weeks may be taken consecutively, and the third, fourth and fifth weeks must be arranged with the approval of the Superintendent of Schools or his designee with no more than four weeks to be taken consecutively.



## **ARTICLE 17 – LONGEVITY**

The following longevity payment shall be received by employees on July 1<sup>st</sup> of each year:

5 – 9 years:	\$500.00
10 – 14 years:	\$1,000.00
15 or more years:	\$2,000.00

## **ARTICLE 18 – HEALTH INSURANCE**

The health insurance premiums shall be shared as follows:

	<u>Employer</u>	<u>Employee</u>
6/1/2008	77.5%	22.5%
6/1/2009	75%	25%

New hires as of 6/30/2007 shall be on a 70/30 contribution basis.

Employees whose health insurance contribution increased from 20% to 25% on 7/1/2006 shall receive reimbursement in an amount equal to the difference between 20% and 25% for the period between 6/1/2006 and 5/31/2008.

## **ARTICLE 19 – UNION REPRESENTATIVES**

The identification of the Union representatives will be furnished to the Employer immediately after their designation, and the Union will notify the Employer of any changes.

If the Superintendent (and/or designee) and a Union representative(s) agree to meet during scheduled work time, the representative shall be paid for such meeting time.

Information on newly hired employees will be forwarded to the Union within fourteen (14) days of hire.

Union representatives may use the Employer's communication systems for Union business for contract administration, provided such use does not interfere with School business.

## **ARTICLE 20 – JOB POSTING**

All secretarial positions including stipend positions will be posted by the Superintendent in each building in a conspicuous place for a period of seven (7) days prior to permanent appointment. A brief summary of duties will be posted with the notice of the opening. Temporary appointments may be made at the discretion of the Superintendent. In addition, notice will be sent electronically to all secretarial personnel.

## **ARTICLE 21 – LAYOFF AND RECALL**

### **A. Reduction in Force/Layoff**

In the event the Committee determines that it is necessary or advisable to reduce the number of employees in the bargaining unit it may do so and such decision is not subject to the grievance and arbitration provisions of the Agreement.

A decision to reduce the work force will be implemented first by attrition or retirement, if any, and thereafter the Superintendent shall consider the needs of the school system and pupil services, the demonstrated ability, all relevant work experience, relevant and training skill, and qualification for the position of all unit members prior to determining the order of layoffs. In the event all of those factors are, in the judgment of the Superintendent equal, the least senior employee shall be laid off before a senior employee.

### **B. Recall**

An employee who has been laid off will be entitled to recall rights for a period of twelve (12) months from the effective date of the layoff. Employee eligibility for recall will be determined based on the same factors applicable to layoff. If two or more employees were laid off, and all such factors are deemed by the Superintendent to be equal, the most senior employee will be recalled first.

An employee who is being offered the opportunity for recall will be notified in writing. The employee must notify the Superintendent no later than seven (7) calendar days after the date of the recall notice if he or she wishes to return to work. If the employee fails to respond within the seven (7) day period; the employee will forfeit recall rights under this Article.

- C. An employee who is laid off and then recalled will be eligible for the wages and fringe benefits to which the employee was entitled as of the effective date of the layoff.
- D. In connection with any notice to be sent pursuant to this Article, it will be the responsibility of the employee to advise the Superintendent of the address to which all notices should be sent, and the School may rely on such information supplied by the employee.

## **ARTICLE 22 – WAGES**

Employees shall receive the following across the board wage increases:

July 1, 2007	2%
July 1, 2008	3%
July 1, 2009	3.5%

Employees who received a 3% increase rather than a 4% increase effective 7/1/06 shall receive an additional 1% increase retroactive to 7/1/06.



\$300.00 will be added to the base wage schedule on June 30, 2008, June 30, 2009, and June 30, 2010. The base pay for the following fiscal year will then be adjusted by the percentage increase.

A lump sum of \$2,500.00 will be received for each of the 3 years of the contract for equitable distribution as determined by the Union to unit members. Payments received by employees from this fund shall not increase base wages.

Employees performing the following additional duties shall receive the appropriate stipend(s) as listed below:

Calling for teacher substitutes (Tyngsborough Middle School): \$1,000/year

Calling for teacher substitutes (Early Childhood Center): \$500/year

Calling for teacher substitutes (Tyngsborough Elementary School): \$1,000/year

### **ARTICLE 23 – STABILITY AND COMPLETENESS**

- A. This Agreement may only be amended by a written agreement signed by both parties.
- B. The failure of the School Committee or the Union to insist, in any one or more incidents, upon performance of any other terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the School Committee or the Union to future performance of any such term or condition, and the obligation of the School Committee and the Union to such future performance shall continue in full force and effect.

### **ARTICLE 24 – COMMITTEE ON POLITICAL EDUCATION FUND**

Upon thirty (30) days' notice in writing to the Employer, the Employer shall deduct from the salary of an employee covered by the terms of this Agreement a sum in the amount designated by the employee for a political education fund fee and transmit the amount to the Union.

It is understood that said political education fund will be processed as an amount separate from the applicable amount of Union dues or agency fee normally deducted from the employee's salary. It is further understood that, in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members the use of said political education fund fee.



## ARTICLE 25 – DURATION

THIS AGREEMENT will be in effect from the date of ratification by both parties through June 30, 2010.

THIS AGREEMENT is subject to ratification by the Union and approval by the Tyngsborough School Committee.


THIS AGREEMENT will be in effect from July 1, 2007 through June 30, 2010 thereafter this Agreement will be automatically renewed for successive terms of one (1) year each, unless by February 1<sup>st</sup> of the year in which the contract is due to expire, either the School Committee or the Union will have given the other written notice of its desire to modify or terminate this Agreement.

Tyngsborough School Committee

  
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Tyngsborough School Clerical  
SEIU Local 888

  
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Susana Segat, SEIU 888 President  
  
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Bargaining Team