

# **Agreement**

**between**

**Blue Hills Regional Vocational  
School District Committee**

**and**



**CTW-CLC**

**Blue Hills Clerical Unit**

**July 1, 2008 – June 30, 2011**

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## **PREAMBLE**

Agreement made this \_\_\_\_\_ day of April, 2009 between the Blue Hills Regional Vocational School District Committee, hereinafter referred to as the "Committee," and the Blue Hills Regional Clerical Staff, affiliated with Local 888, Service Employees International Union, CTW, CLC, hereinafter referred to as the "Union."

## **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote good relations between the Committee, the Union and the employees in the bargaining unit represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Union and the Committee to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent as well as adjust grievances relating to employment.

## **ARTICLE 1 – RECOGNITION**

The Committee recognizes the Blue Hills Regional Clerical Staff, affiliated with Local 888, Service Employees International Union, CTW, CLC as the exclusive bargaining agent for the following full and part-time employees of the Blue Hills Regional Technical School District:

Administrative Secretary  
Secretary  
Bookkeeper  
Secretary/School Year (190)  
Clerk Typist  
Library Aides

Effective January 3, 2006, the position of Financial Secretary is eliminated. As of July 1, 2008, the following positions have not been filled and have been effectively eliminated: Financial Secretary, Nurse/Clerk, Receptionist/Clerk and Switchboard/Operator. However, the Committee and the Union agree that if these positions are ever filled in work or in title, they will be Blue Hills Regional Clerical Staff bargaining unit positions. The unit shall not include Secretary to the Superintendent/Director, Recording Secretary to the School Committee, or Assistant Business Manager.

"Part-time" employees shall mean permanent part-time employees who work twenty (20) to thirty (30) hours, inclusive, per week.

## **ARTICLE 2 – EQUAL OPPORTUNITY**

To give emphasis to their intent and desire to comply fully with their obligation under existing applicable laws relating to the discrimination on the basis of race, color, religion, country of national origin, sex or age, the parties hereby agree to incorporate these obligations as part of this Agreement.

## **ARTICLE 3 – MAINTENANCE OF STANDARDS**

This Agreement shall not be interpreted or applied to deprive bargaining unit members of advantages heretofore enjoyed, unless expressly stated herein.

## **ARTICLE 4 – PAYROLL DEDUCTIONS**

In accordance with the provision of General Laws Chapter 180, Section 17 as amended, the Committee agrees to deduct bi-weekly if practicable, otherwise monthly, from the pay of each employee in the bargaining unit who properly authorizes it, all Union dues which are owed to the Union.

The Union shall furnish the Committee with a certified list of employees who are members in good standing as of the date of this Agreement and shall thereafter furnish the Committee with the names of any other employees who become members of the Union. The Committee agrees to provide the Union with a list of employees hired, terminated and reclassified, whenever a change occurs.

Commencing on September 1, 1993, every employee covered by this Agreement if and when not a Member in good standing of the Union, shall pay or, by payroll deduction, shall have paid to the Union an agency service fee of One Hundred Percent (100%) of the affiliated dues; provided, however, that in no case shall such condition arise before the thirtieth (30<sup>th</sup>) day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date shall be later. An employee paying the agency service fee to the Union provided herein may obtain from the Union a rebate of a pro rata share of certain expenditures of the Union, said expenditures as defined in the Massachusetts General Laws, Chapter 150E, Section 12.

For all employees, payment of agency service fee shall constitute a condition of continued employment. In addition, failure to pay said fee shall subject the non-paying employee to civil liability. Collection of such delinquent agency service fees shall be solely the responsibility of the Union.

The Union shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may

be required by State, Federal or Constitutional law. The failure of the Committee to perform any responsibility under this section, including but not limited the failure of the Committee to notify any employee on or before the employee's initial employment date after August 31, 1993 of such employee's obligation to join the Union or to pay an agency service fee, shall excuse the Union from its indemnification obligation hereunder in any legal proceeding brought by or on behalf of such individual employee.

Newly hired employees shall be required to sign a form acknowledging receipt of such notice from the school department. A copy of such form shall be supplied to the Union by the School District.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

After one (1) full calendar year of employment, no bargaining unit member shall suffer any adverse employment action without just cause.

Any grievance arising during the term of this Agreement concerning the application or interpretation of a provision of this Agreement and which is not otherwise controlled by the Laws of the Commonwealth of Massachusetts shall be adjusted in accordance with the following procedure:

Step 1. The Union Steward and/or representative, with the aggrieved employee, shall submit the grievance in writing to the executive secretary within fifteen (15) working days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Step 2. If the grievance has not been resolved within five (5) working days after its submission to the executive secretary, it shall be submitted to the Superintendent in writing within five (5) working days after the response of the administrative secretary was due.

Step 3. If the grievance has not been resolved by the Superintendent within twelve (12) working days after its submission, then the Union shall submit a request in writing to the Superintendent, within the next ten (10) working days, for inclusion on the regular agenda for the next District School Committee meeting. The School Committee will hear the grievance at its next regularly scheduled meeting and shall answer the grievance within twelve (12) working days after it is heard.

Step 4. In the event that the grievance is not satisfactorily resolved by the School Committee, the Union may submit the grievance to arbitration within twenty (20) working days following the School Committee's answer or date on which said answer is due.

The parties may mutually agree to extend any of the time limits set forth herein.

The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement. Costs of Arbitration proceedings except for transcripts requested by a party shall be shared equally by the School Committee and the Union.

A grievance involving the discharge of a permanent employee may be initiated at Step Two of the grievance procedure. Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

## **ARTICLE 6 – JOINT SCHOOL COMMITTEE AND UNION MEETINGS**

Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Therefore, representatives of the Committee and the Union shall meet at the request of either of the parties for purpose of discussing Committee policies and practices and problems in regard to this Agreement.

## **ARTICLE 7 – HOURS, BENEFITS AND OTHER CONDITIONS OF FULL-TIME CLERICAL EMPLOYEES**

**Section 1. Sick Leave.** Sick leave will be earned at the rate of one and one-half days (1 &  $\frac{1}{2}$  days) for each month of service with no limit on accumulation. To be eligible for sick leave, an employee must call the Security Booth Operator one-half hour ( $\frac{1}{2}$  hour) before his/her regular starting time.

In cases of demonstrated sick leave abuse the Employer shall have the right to investigate such abuse by asking for documentation of illness.

Upon retirement or layoff, whether or not an employee has participated in the Early Retirement Incentive Plan s/he shall receive a lump sum payment of \$10/day up to \$1,500 for all unused sick leave over 50 days. Effective July 1, 2009, the above described employees shall be paid as follows for such accumulated sick days: for days 1 – 150 at the rate of ten dollars (\$10.00) per day, and for days in excess of 151 at the rate of fifteen dollars (\$15.00) per day, provided such total payment shall not exceed a total of three thousand dollars (\$3,000.00). In the event that a member notifies the Superintendent in writing on or before November 1 of the calendar year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any member who notifies the Superintendent after November 1, shall receive payment on or about July 1 of the second fiscal year following the notification. To be eligible for sick leave buy-back, an individual must have been employed by the Blue Hills Regional Vocational School District for a period of at least ten (10) full years.

In addition, upon retirement, an employee shall receive payment for vacation days which have been accrued until that time, prorated on the anniversary date in the case of full-time employees or, in the case of part-time employees, according to the number of weeks that have been worked during the school year at the time of layoff or, retirement. An employee, at her/his option, may utilize her/his vacation which would come due on the date of retirement, prorated as described herein, during the last six (6) months of employment.

**Section 2. Snow Days.** Employees will not be required to work on those days when school is canceled due to storm/snow conditions. They shall suffer no loss of pay.

**Section 3. Bereavement Leave.** An employee shall be granted five (5) days leave with pay in the event of a death in the immediate family including, Mother, Father, Spouse, Child, Sister, Brother, Mother-in-law, Father-in-law, Step-parent, Step-child, and Grandchild, and one (1) day for the death of Grandparents, Grandparents of Spouse, Bother-in-law, Sister-in-law, Aunt, Uncle, Nephew or Niece of the employee. One additional day of bereavement leave may be granted at the discretion of the Superintendent-Director for unusual circumstances.

**Section 4. Personal Leave.** Two (2) days of personal leave are allowed each year. Personal leave may be taken in half (1/2) day increments. For employees hired after the start of the contract year, the annual personal leave will be pro-rated in quarterly increments. For example, employees hired between October 1 and December 31 would be entitled to 1.5 personal days; employees hired between January 1 and March 31 would be entitled to 1 personal day; and employees hired between April 1 and June 30 would be entitled to .5 (1/2) a personal day. Written request must be submitted at least twenty-four hours in advance for the approval of the Superintendent. Personal leave will not be approved to extend a vacation or holiday period but may be submitted for approval to the Superintendent should the urgency of such request warrant a waiver of this requirement.

**Section 5. Vacation.** Employees will be credited in advance with vacation on July 1 of each year based upon the employee's years of service in the upcoming fiscal year (i.e. for July 1, 2005, the employee will be credited with vacation days based upon the years of service as of his/her 05-06 anniversary date). The anniversary date will be the date of initial employment. Vacation leave will be earned as follows:

One (1) week of vacation will be earned after six (6) months of continuous service.

A total of two (2) weeks of vacation will be earned after one (1) year of continuous service and each year thereafter until

Three (3) weeks of vacation will be earned after five (5) years of continuous service and each year there after until

Four (4) weeks of vacation will be earned after ten (10) years of continuous service and each year of employment thereafter until

Five (5) weeks of vacation shall be earned after twenty (20) years of continuous service and for each year of employment thereafter.

Vacation time for employees who work less than a full year will be calculated by dividing the total number of days per year by 261 days, multiplied times vacation earned by a full time employee with the same years of service.

No more than one (1) week of vacation may be taken at a time during the school year unless the employee has the recommendation of his/her supervisor and the approval of the Superintendent-Director. The recommendation of the supervisor will not be unreasonably denied. Should a vacation request be denied, the employee may choose to have the request reconsidered through the following process.

1. The employee may submit the reconsideration request in writing to the Superintendent-Director within three (3) working days of the denial.
2. The Superintendent-Director will schedule a meeting with the employee, the Union steward, and the administrative supervisor, at which time the employee and other attendees may present all pertinent information relative to the vacation request.
3. The Superintendent-Director will consider all information presented and provide the employee with a response within three (3) working days of the meeting.
4. Any grievance filed relative to the Superintendent-Director's reconsideration decision will commence at Step 3.

Where the Superintendent or his/her designee determines that allowing more than one employee to take his/her vacation at the same time will result in inadequate coverage to perform necessary work, seniority shall be the determining factor.

If an employee is scheduled to work on the last work day before the holiday and on the first work day after the holiday, and either works or is on paid leave or approved unpaid leave, she shall receive holiday pay. If an employee is on vacation at the time of the holiday, the holiday shall not be counted as a vacation day.

Employees who were hired prior to July 1, 1996 may carry over no more than thirty (30) days of vacation time from one fiscal year to the next. On June 30, 2005, the Committee will buy back from these employees accrued vacation days in excess of thirty (30). This is a one time buy back. Thereafter, accrued vacation days in excess of thirty (30) as of June 30 of any year will be forfeited.

Employees who were hired after July 1, 1996, but before June 30, 2005 may carry over no more than fifteen (15) days of vacation time from one fiscal year to the next. Accrued vacation days in excess of fifteen (15) as of June 30 of any year will be forfeited.

Employees hired after July 1, 2005, may carry over no more than five (5) days of vacation time from one fiscal year to the next. Accrued vacation days in excess of five (5) as of June 30 of any year will be forfeited.

Upon layoff or retirement, an employee will receive payment for vacation days which have been earned to date, prorated based upon that portion of the fiscal year actually worked. Since vacation time is credited to employees on July 1, in advance of when actually earned, mid-year retirements may result in the forfeiture of some vacation credits.

In addition to the June 30, 2005 one time buy back of accrued vacation time referenced in Paragraph 6 above, employees will be paid for vacation time earned, but not awarded, during the 2004-2005 school year as follows: using the employee's anniversary date as the starting point and June 30, 2005 as the ending point, the employee will earn a pro-rated share of his/her vacation entitlement. Amounts for each employee are set forth in at Appendix B. Employees will hold these days until the time of separation from employment, whether for layoff, retirement, or other reason. At the time of separation from employment, the employee will be paid for such days based upon his/her per diem rate as of that time.

**Section 6. Holidays.** The following days shall be considered as holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Martin Luther King Day	Christmas Day

Good Friday shall be a full day off with pay when school is not in session; it shall not be considered a floating holiday.

The day before Christmas shall be a full day off with pay if it occurs Monday through Friday and school is not in session; it shall not be considered a floating holiday.

The day before New Years Day shall be a full day off with pay if it occurs Monday through Friday and school is not in session; it shall not be considered a floating holiday.

When a holiday occurs on a weekend, the administration will determine when to schedule the day as part of the school calendar. Employees will not suffer any loss of pay as a result of the rescheduling of the holiday.

**Section 7. Insurance.** The cost of one-half the premium for \$2,000.00 worth of life insurance coverage will be paid by the School District.

The cafeteria benefits plan option made available to other employees of the school system will be made available to all employees covered by this Agreement. Effective July 1, 1994, the IRS Section 125 insurance premiums plan shall be implemented.

For the period of July 1, 2008 through June 30, 2009 the Committee will continue to provide health insurance to members through a single carrier, being Blue Cross Blue Shield HMO Blue. The Committee will pay seventy percent (70%) of the monthly premium cost for such coverage and the employee will pay thirty percent (30%).

Effective July 1, 2009, the District will join the Group Insurance Commission (“GIC”) pursuant to the provisions of M.G.L. c. 32B, §19 and the terms of an agreement reached between the District School Committee and the Public Employees Committee (hereinafter referred to as the “PEC Agreement”). As of the effective date of the District’s inclusion in the GIC and for so long as the District continues to participate in the GIC under the provisions of §19, the provision of health insurance benefits shall not be governed by the terms of the parties’ Collective Bargaining Agreement. A copy of the PEC Agreement is on file in the Superintendent’s Office.

**Section 8. Hours of Work.** The regular work week shall consist of 37 and ½ hours.

The 32 and ½ hour work week schedule will be in effect from July 1<sup>st</sup> through August 31<sup>st</sup> of each year, unless for some unforeseen instance, school shall start early (such as for energy reasons). The 32 and ½ hour schedule will also be in effect during Christmas, February and April vacations. If adjustments due to changes in the Student Calendar are necessary, these hours could be changed. At all times when the 32 ½ week schedule is in effect, employees weekly pay will remain at 37 ½ hours.

**Section 9. Overtime.** Overtime will be paid for hours worked in excess of eight (8) hours per day, at the rate of time and one-half. All overtime or work beyond an employee’s regular hours must be pre-approved and pre-authorized by the Superintendent-Director or his/her designee in order for the employee to be compensated for such work.

**Section 10. Longevity.** The following amounts will be awarded annually to employees after years of continuous service indicated from employees’ anniversary date:

The following amounts shall be awarded:

<u>Years of Service</u>	<u>Effective July 1, 2008</u>	<u>Longevity Amount</u> <u>Effective July 1, 2009</u>
5	\$400	\$500
10	\$500	\$750
15	\$650	\$850
17	\$850	\$950
20	\$1100	\$1350
25	\$1150	\$1800
30	\$1250	\$2000

## **ARTICLE 7-1 – HOURS, BENEFITS AND OTHER CONDITIONS OF SCHOOL YEAR SECRETARIES**

**Section 1. Sick Leave.** The following formula will apply in the calculation of accrued sick leave.

$$\frac{\text{Number of days worked per year} \times 18}{261} = \text{amount of sick leave earned per year}$$

For employees hired after the start of the contract year, the annual sick leave will be pro-rated, based upon the number of days actually worked during the contract year.

To be eligible for sick leave, an employee must call the Security Booth Operator one-half hour (½ hour) before his/her regular starting time. In cases of demonstrated sick leave abuse, the Employer shall have the right to investigate such abuse by asking for documentation of illness.

Upon retirement or layoff, whether or not an employee has participated in the Early Retirement Incentive Plan, s/he shall receive a lump sum payment of \$10/day up to \$1,500 for all unused sick leave over 50 days. Effective July 1, 2009, the above described employees shall be paid as follows for such accumulated sick days: for days 1 – 150 at the rate of ten dollars (\$10.00) per day, and for days in excess of 151 at the rate of fifteen dollars (\$15.00) per day, provided such total payment shall not exceed a total of three thousand dollars (\$3,000.00). In the event that a member notifies the Superintendent in writing on or before November 1 of the calendar year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any member who notifies the Superintendent after November 1, shall receive payment on or about July 1 of the second fiscal year following the notification. To be eligible for sick leave buy-back, an individual must have been employed by the Blue Hills Regional Vocational School District for a period of at least ten (10) full years.

In addition, upon retirement, an employee shall receive payment for vacation days which have been accrued until that time prorated on the anniversary date in the case of full-time employees or, in the case of part-time employees, according to the number of weeks that have been worked during the school year at the time of retirement or layoff. An employee, at her/his option, may utilize her/his vacation which would come due on the date of retirement, prorated as described herein during the last six (6) months of employment.

**Section 2. Snow Days.** Clerical staff members will not be required to work those days when school is canceled due to storm/snow conditions.

At the end of the school year, school year employee(s) may take a vacation day(s), if available for the sixth (6<sup>th</sup>) snow day and beyond, subject to the approval of the employee's supervisor. Approval shall not be unreasonably withheld.

**Section 3. Vacations.** The following formula will apply and will supersede all current vacation provisions (including the five (5) paid days vacation between Christmas and New Year's):

Employees who were hired prior to July 1, 1996 may carry over no more than thirty (30) days of vacation time from one fiscal year to the next. On June 30, 2005, the Committee will buy back from these employees accrued vacation days in excess of thirty (30). This is a one time buy back. Thereafter, accrued vacation days in excess of thirty (30) as of June 30 of any year will be forfeited.

Employees who were hired after July 1, 1996, but before June 30, 2005 may carry over no more than fifteen (15) days of vacation time from one fiscal year to the next. Accrued vacation days in excess of fifteen (15) as of June 30 of any year will be forfeited.

Employees hired after July 1, 2005 may carry over no more than five (5) days of vacation time from one fiscal year to the next. Accrued vacation days in excess of five (5) as of June 30 of any year will be forfeited.

No more than one (1) week of vacation may be taken at a time during the school year unless the employee has the recommendation of his/her supervisor and the approval of the Superintendent-Director. The recommendation of the supervisor will not be unreasonably denied. Should a vacation request be denied, the employee may choose to have the request reconsidered through the following process:

1. The employee may submit the reconsideration request in writing to the Superintendent-Director within three (3) working days of the denial.
2. The Superintendent-Director will schedule a meeting with the employee, the Union steward, and the administrative supervisor, at which time the employee may present all pertinent information relative to the vacation request.
3. The Superintendent-Director will consider all information presented and provide the employee with a response within three (3) working days of the meeting.
4. Any grievance filed relative to the Superintendent-Director's reconsideration decision will commence at Step 3.

In addition, where the Superintendent or his/her designee determines that allowing more than one employee to take his/her vacation at the same time will result in inadequate coverage to perform necessary work, seniority will be the determining factor.

**Section 4. Bereavement Leave.** An employee shall be granted five (5) days of leave with pay in the event of a death in the immediate family, including mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, step-parent, stepchild, and grandchild, and (1) one day for

the death of grandparents, grandparents of spouse, brother-in-law, sister-in-law, aunt, uncle, nephew or niece of the employee. One additional day of bereavement leave may be granted at the discretion of the Superintendent-Director for unusual circumstances.

**Section 5. Personal Leave.** Two (2) days of personal leave are allowed each year. Personal leave may be taken in half (1/2) day increments. For employees hired after the start of the contract year, the annual personal leave will be pro-rated in quarterly increments. For example, employees hired between October 1 and December 31 would be entitled to 1.5 personal days; employees hired between January 1 and March 31 would be entitled to 1 personal day; and employees hired between April 1 and June 30 would be entitled to .5 (1/2) a personal day. Written request must be submitted at least twenty-four (24) hours in advance for the approval of the Superintendent. Personal leave will not be approved to extend a vacation or holiday period but may be submitted for approval to the Superintendent should the urgency of such request warrant a waiver of this requirement.

**Section 6. Insurance.** The cost of one-half of the premium for \$2,000 worth of life insurance coverage will be paid by the School District.

The cafeteria benefits plan option made available to other employees of the school system will be made available to all employees covered by this Agreement.

Effective July 1, 1994, the IRS Section 125 Plan for insurance premiums shall be implemented.

For the period of July 1, 2008 through June 30, 2009 the Committee will continue to provide health insurance to members through a single carrier, being Blue Cross Blue Shield HMO Blue. The Committee will pay seventy percent (70%) of the monthly premium cost for such coverage and the employee will pay thirty percent (30%).

Effective July 1, 2009, the District will join the Group Insurance Commission (“GIC”) pursuant to the provisions of M.G.L. c. 32B, §19 and the terms of an agreement reached between the District School Committee and the Public Employees Committee (hereinafter referred to as the “PEC Agreement”). As of the effective date of the District’s inclusion in the GIC and for so long as the District continues to participate in the GIC under the provisions of §19, the provision of health insurance benefits shall not be governed by the terms of the parties’ Collective Bargaining Agreement. A copy of the PEC Agreement is on file in the Superintendent’s Office.

**Section 7. Longevity.**

<u># work days per year</u>	<u>X</u>	Longevity payment due full year employee with same # years of service
261		

For the period of July 1, 2008 through June 30, 2009, the above formula shall be applied to the longevity payments in effect for Permanent full time employees set forth at Article 7, Section 10. Effective July 1, 2009, School Year Secretaries shall be paid longevity in the same manner and amount as permanent full-time employees under Article 7, Section 10.

## **Section 8. Holidays.**

1. If an employee, as part of their regular work year, is scheduled to work on the last work day before the holiday and the first work day after the holiday, and either works or is on paid leave or approved unpaid leave, she shall receive holiday pay. If an employee is on vacation at the time of the holiday, the holiday shall not be counted as a vacation day.
2. When a holiday occurs on a weekend, the administration will determine when to schedule the day as part of the school calendar. Employees will not suffer any loss of pay as a result of the rescheduling of the holiday.

**Section 9. Overtime/Additional Hours of Work.** All overtime hours or hours worked beyond an employee's regular work day and/or work week and/or work year must be pre-approved and pre-authorized by the Superintendent-Director of his/her designee in order for the employee to receive compensation for such work.

## **ARTICLE 7-2 – HOURS, BENEFITS AND OTHER CONDITIONS OF PERMANENT PART-TIME CLERICAL EMPLOYEES**

Permanent Part-Time Personnel will mean those employees who work twenty (20) to thirty (30) hours per week, inclusive. All other part-time clerical employees who do not meet these permanent part-time requirements will not be eligible for any benefits.

**Section 1. Sick Leave.** Will be earned at the rate of 1 &  $\frac{1}{2}$  days for each month of service, cumulative to one hundred thirty-five (135) days. To be eligible for sick leave, personnel must call the Security Booth Operator one-half ( $\frac{1}{2}$ ) hour before their regular starting time.

**Section 2. Snow Days.** Clerical staff members will not be required to work those days when school is canceled due to storm/snow conditions. They shall suffer no loss of pay.

**Section 3. Bereavement Leave.** An employee shall be granted (4) four days leave with pay in the event of a death in the immediate family including Mother, Father, Spouse, Child, Sister, Brother, Mother-in-law, Father-in-law, Step-parent, Step-child, and grandchild; and, one (1) day for the death of Grandparents, Grandparents of Spouse, Brother-in-law, Sister-in-law, Aunt, Uncle, Nephew, or Niece of the employee. One additional day of bereavement leave may be granted at the discretion of the Superintendent-Director for unusual circumstances.

**Section 4. Personal Leave.** Two (2) days of personal leave are allowed each year. Personal leave may be taken in half (1/2) day increments. For employees hired after the start of the contract year, the annual personal leave will be pro-rated in quarterly increments. For example, employees hired between October 1 and December 31 would be entitled to 1.5 personal days; employees hired between January 1 and March 31 would be entitled to 1 personal day; and employees hired between April 1 and June 30 would be entitled to .5 (1/2) a personal day. Written request must be submitted at least twenty-four (24) hours in advance for the approval of

the Superintendent. Personal leave will not be approved to extend a vacation or holiday period but may be submitted for approval to the Superintendent should the urgency of such request warrant a waiver of this requirement.

**Section 5. Vacations.** Permanent part-time clerical personnel will be eligible for prorated vacation benefits as follows:

The number of weeks of such vacation shall be determined based on the number of hours worked per week, divided by 37.5 times the vacation due full time employees with the same number of years of service.

**Section 6. Holidays.** The following days shall be considered as holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Martin Luther King Day	Christmas Day

Good Friday shall be a full day off with pay when school is not in session; it shall not be considered a floating holiday.

The day before Christmas shall be a full day off with pay if it occurs Monday through Friday and school is not in session; it shall not be considered a floating holiday.

**Section 7. Insurance.** The cost of one-half the premium of \$2,000 worth of life insurance coverage will be paid by the School District.

The cafeteria benefits plan option made available to other employees of the school system will be made available to all employees covered by this Agreement.

Effective July 1, 1994, the IRS Section 125 Plan for insurance premiums shall be implemented.

For the period of July 1, 2008 through June 30, 2009 the Committee will continue to provide health insurance to members through a single carrier, being Blue Cross Blue Shield HMO Blue. The Committee will pay seventy percent (70%) of the monthly premium cost for such coverage and the employee will pay thirty percent (30%).

Effective July 1, 2009, the District will join the Group Insurance Commission ("GIC") pursuant to the provisions of M.G.L. c. 32B, §19 and the terms of an agreement reached between the District School Committee and the Public Employees Committee (hereinafter referred to as the "PEC Agreement"). As of the effective date of the District's inclusion in the GIC and for so long as the District continues to participate in the GIC under the provisions of §19, the provision of health insurance benefits shall not be governed by the terms of the parties' Collective Bargaining Agreement. A copy of the PEC Agreement is on file in the Superintendent's Office.

## **Section 8. Longevity.**

Effective July 1, 2005, permanent part-time clerical employees shall be entitled to longevity payments calculated as follows:

<u># hours worked per day</u>	X	longevity payment due full year, full-time employee with same # years of service.
7.5		

**Section 9. Overtime/Additional Hours of Work.** All overtime hours or hours worked beyond an employee's regular work day and/or work week and/or work year must be pre-approved and pre-authorized by the Superintendent-Director or his/her designee in order for the employee to receive compensation for such work.

## **ARTICLE 8 – EDUCATIONAL REIMBURSEMENT**

Employees shall be reimbursed for courses taken up to a maximum of \$50.00 per credit and a maximum of \$450 per calendar year, provided that such employee notified the school committee by October 1 of the year previous to the year in which the course(s) is (are) taken.

Employees shall be eligible for reimbursement of up to seventy-five percent (75%) of the cost of courses taken through Blue Hills Regional School District's Continuing Education program provided:

1. the employee notifies the Superintendent-Director, (or his/her designee) of the employee's intent to take such course by October 1 of the year previous to the year in which the course is taken;
2. the Superintendent-Director (or his/her designee) determines the course is job-related and approves the course; and,
3. the employee submits proof of successful completion.

## **ARTICLE 9 – PROFESSIONAL LEAVE AND OTHER LEAVES OF ABSENCE**

**Section 1. Family and Medical Leave.** Eligible members may request leave pursuant to the provisions of the Massachusetts Maternity Leave Act (M.G.L. Ch. 149, Section 105D) and/or the Federal Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves for:

- The birth of a child and in order to care for the newborn;

- The adoption or placement of a child for foster care with the employee;
- To care for a child, spouse, or parent with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

MMLA leave shall not be combined with FMLA leave to permit an employee to take more than 12 weeks of leave. For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before his/her anticipated date of departure and include an intended date of return. The employee may utilize accrued sick time for any period of physical disability certified in writing by the employee's attending physician. In order to be eligible for FMLA leave related to the employee's serious health condition or the serious health condition of an employee's child, spouse or parent, the employee will submit the Department of Labor's Physician's Certification form.

**Section 2. Professional Leave.** The Superintendent may approve leave for the purpose of attending conventions, professional meetings, training institutes and other activities having a relationship to the improvement of an employee's professional skill and expertise. Such leave may be granted with pay for up to three (3) days.

**Section 3. Short Term Leave Without Pay.** An employee may apply in writing to his/her supervisor for leave without pay of one month or less. The supervisor shall in turn give this request, with his/her recommendation to the Superintendent. Such requests shall be submitted one (1) week in advance. Requests may be submitted less than one (1) week in advance if warranted by the urgency of such request. Requests for leave shall not be unreasonably denied.

**Section 4. Long Term Personal Leave.** The Committee upon written request may grant a leave of absence up to one (1) year for reasons such as, but not limited to, the following: illness, military, study, personal business, government and/or professional. An employee granted such leave shall be guaranteed his/her job upon return from the leave and shall have all benefits reinstated. The employee's seniority date shall be adjusted by the length of the leave and the employee's rate of pay upon return shall be the rate of the job classification and step in effect at the time of return based upon the adjusted seniority date. Leaves of absence may be renewed by the Committee up to a maximum of three (3) years with all aforementioned conditions applying.

**Section 5. Insurance During Leave.** During any extended leave period as provided by this Article, an employee may continue insurance coverage at her/his expense.

**Section 6.** The Union and the Committee are subject to the Federal law known as the Family and Medical Leave Act ("FMLA").

## **ARTICLE – JURY DUTY**

Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to jury services and payment therefore, the Committee will pay said employee such sum of money as, when added to the amount received by said employee as compensation for jury service, will result in the payment to her/him or her/his salary for any particular work week.

## **ARTICLE 11 – SENIORITY AND REDUCTION IN FORCE**

In the event normal attrition cannot resolve the problem of reduction in force the following shall apply:

**Section 1.** For those members employed by the District on or before June 30, 2004, seniority shall be defined as length of service within the District as of the employee's first working day. For those members employed by the District on or after July 1, 2004, seniority shall be defined as length of service within the bargaining unit. In the circumstances of more than one individual beginning employment on the same date the criteria to be used would be the date of appointment by the District School Committee. The employee appointed first would have seniority. In the event more than one employee was appointed by the District School Committee at the same meeting, the date of receipt of the application for employment would determine seniority. The earliest application would have seniority.

**Section 2.** An employee whose position has been canceled may bump laterally or to a lesser position if there is an employee who has less seniority.

**Section 3.** If one employee bumps another employee out of a position in a lower category the employee who did the bumping now assumes the duties, responsibilities and salary scale of the new position.

**Section 4.** There is no bumping to a higher classification. For the purpose of this Article, secretaries, school year secretaries and bookkeepers are in the same classification.

**Section 5.** Employees to be laid off shall be so notified in writing not less than thirty (30) calendar days prior to the effective date of layoff, with copies sent to the Union. Within ten (10) calendar days of receipt of the notice of layoff the Union reserves the right to meet with the Superintendent to discuss the layoff.

**Section 6.** In the event an employee is laid off and such employee is responsible for providing the School Department with her/his current address, s/he shall have the following rights:

- a. The right to recall to any opening in the same classification in the reverse order of layoff; provided he/she is qualified to perform the job duties of the opening or can be qualified within 90 days.

- b. upon return from recall status, within one year, all benefits to which the employee was entitled at the time of layoff shall be restored.
- c. the right to continue group Health and Life Insurance during the recall period with the employee paying the full premium cost, it being understood that if the employee fails to make payments or fails to return to work on a recall when due, benefits shall be terminated.

**Section 7.** While employees continue on layoff, the Committee agrees not to hire any new employees in the classification in the bargaining unit positions until all employees in the classification on recall decline an offer to fill the vacancy.

**Section 8.** Any employee who refuses recall to a bargaining unit position within two weeks of the date of notice from employer shall forfeit all rights provide herein and shall be considered to have terminated her/his employment with the School District.

**Section 9.** At the time of layoff, an employee shall be paid prorated vacation and/or longevity benefits as provided in Articles IX, X and XI, whichever is applicable.

## **ARTICLE 12 – VACANCIES, TRANSFERS AND PROMOTIONS**

**Section 1.** A vacancy shall be defined as a position previously held by a bargaining unit member or a newly created position within the purview of the Union. No vacancy shall be filled until it has been posted for at least ten (10) working days.

**Section 2.** Whenever a vacancy occurs or is anticipated, the Union shall be immediately notified in writing. Notice of such vacancy shall be sent to all employees in the bargaining unit via District e-mail and shall be posted in all offices.

**Section 3.** Qualified internal candidates shall be given first consideration in filling vacancies.

**Section 4.** In accepting assignments to a vacancy in the bargaining unit, an employee shall be placed on the same step on the pay scale of the new position as s/he held in his/her previous position, provided the scale at the new step does not exceed pay of the employee at the previous position. If it does the employee shall be placed at a salary step equal to half-way between his/her present step and the next lower step. The employee shall advance to the next step the following July 1<sup>st</sup>.

## **ARTICLE 13 – JOB DESCRIPTION, WORKLOAD, AND ASSIGNMENTS**

**Job Descriptions:** The Parties agree to form a joint committee, comprised of an equal number of representatives of the Committee and the Union, to develop updated job descriptions. The

joint committee will begin meeting immediately. Any agreements reached by the joint committee will be brought back to the Parties for ratification.

## **ARTICLE 14 – PERSONNEL FILES**

**Section 1.** There shall be only one official personnel file for each employee which shall be kept in a central location. The Union shall be notified of the location of the personnel files.

**Section 2.** Upon written request the employee shall be allowed to review the contents of his/her file.

**Section 3.** Members shall be evaluated annually, on or before April 15, using an agreed upon evaluation instrument, a copy of which is attached hereto at Appendix D.

The following conditions shall apply:

1. Under normal circumstances, there shall be only one official written evaluation each year and a copy shall be kept in the central personnel file for the employee.
2. The evaluation shall be performed with input from the employee. After consultation, if the employee does not agree with any part of the evaluation, she/he shall have the right to attach to the evaluation a written statement explaining her/his objection(s).
3. If the employee signs the evaluation, it shall only mean that the employee has seen the evaluation, not agreement.

## **ARTICLE 15 – WORKING ENVIRONMENT AND PROTECTION FOR BARGAINING UNIT EMPLOYEES**

The Committee shall make best efforts to make a comfortable working environment for employees including, but not limited to restrooms in good and sanitary order.

The School Committee shall use its best efforts to advise the shop steward or her designee, of any known health and/or safety issue or danger existing in the workplace.

If the School District intends to perform or have performed any repair or other work which is known to involve the use of paints and/or chemicals and/or dangerous equipment, the Superintendent-Director shall notify the shop steward or her designee of the work to be performed and the expected dates and duration. The Superintendent-Director shall use his/her best efforts to work with the shop steward to accommodate the Union's concerns regarding members' exposure to such work, including but not limited to the movement of employees out of

affected areas, where reasonably possible. In determining whether it is reasonably possible to move an employee, the Superintendent-Director will consider whether the employee's work may be relocated.

## **ARTICLE 16 – TECHNOLOGICAL CHANGE**

**Section 1.** The Committee shall post a notice of any proposed technological change with an impact on the bargaining unit members at the time a bid is put out for new equipment.

**Section 2.** Upon request, the Committee shall meet promptly with the Association to discuss the proposed changes, including their impact on health and safety.

**Section 3.** The District School Committee will provide appropriate training for any technological changes that impact bargaining unit members, provided the training shall be at no cost to the bargaining unit member.

**Section 4.** Members will be given the opportunity to participate in training in Word, Excel, Access, PowerPoint and Outlook. To the extent reasonably possible, the time for such training will be shared equally between the work and non-work time. Upon the successful completion of said training, members shall receive a \$100.00 payment in the following fiscal year, up to a total for all combined training of \$500.00 per fiscal year. The test to determine successful completion will be determined by the administration. Such 'certification' will be valid for a period of three years from the date of the test.

## **ARTICLE 17 – SCHOOL NURSE/SECURITY BOOTH SUPPORT**

Employees may be asked to provide phone coverage for the school nurse; however, no employee shall be required to cover the school nurse's nursing duties.

Employees may also be asked to provide switchboard coverage at the security booth for lunch Monday through Friday and for morning and afternoon breaks on Monday and Friday only.

An employee who provides such phone coverage will be allowed to reschedule her lunch hour accordingly.

## **ARTICLE 18 – UNION ACTIVITIES**

**Section 1.** Facilities for Union meetings shall be continued to be provided to the Union without cost and at reasonable times provided that such meetings do not conflict with the regular school

program and approval for such facility use has been obtained prior to the meeting from the Superintendent-Director.

**Section 2.** The Union and its representatives shall be permitted to transact official Union business on school property at all reasonable times, provided that it shall not interfere with or interrupt normal operations, and that visitors have properly registered.

**Section 3.** Bulletin Boards and other established media of communication, including use of interoffice mail, shall be made available to the Union and its members.

**Section 4.** Union members and representatives shall have the right to distribute Union material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.

**Section 5.** The Union members shall be permitted to use school equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

**Section 6.** Whenever a member of the Union, as a representative of the Union, is scheduled by the Superintendent to participate in conferences, meetings, or negotiations during working hours, he/she shall suffer no loss of pay.

**Section 7.** The Union will provide to the Committee, a complete list of membership, union representatives, and officers, as of July 1 of each year, and update information as it occurs.

**Section 8.** Twenty-two and one-half (22.5) hours, in the aggregate, of paid release time, per contract year, shall be available for Union members for Union business. The Union will provide 21 days advance written notice to the Superintendent-Director. The Union agrees that it will not request such leave for three (3) members on the same day or at the same time if the Superintendent-Director indicates that this would cause a problem for staffing or coverage purposes.

## **ARTICLE 19 – SEPARABILITY AND ALLEGED VIOLATION**

**Section 1. Invalid Provision.** If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

In such event, at the request of either party, the parties shall meet to negotiate any new provisions in substitution for the invalid provisions, but no new provisions shall be added except by mutual agreement of the parties.

**Section 2. Waiver No Precedent.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

## **ARTICLE 20 – DURATION**

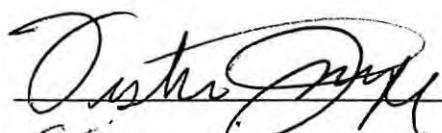
**Section 1.** This Agreement will be in effect as of July 1, 2008 and will continue and remain in full force and effect until June 30, 2011. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either the Committee or the Union gives written notice to the other no later than ninety (90) days prior to the aforesaid expiration date of any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement. If the Union or the Committee does choose to reopen the Agreement, the Committee or the Union will notify the other party in writing of the specific articles contained in the Agreement which they desire to modify, and the articles not so specified for change will become incorporated into the Agreement.

**Section 2.** If the Agreement is reopened pursuant to Section 1 above and negotiations are not completed by the expiration date, all the terms of this Agreement shall be automatically extended without change until negotiations are concluded with all new provisions of the new Agreement retroactive to July 1 of the new contract year.

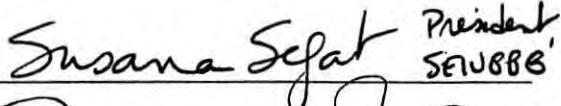
In Witness thereof, the parties set their hands and seals on the indicated day of 2009, at Canton, Massachusetts, and thereby agree to the terms and duration of this Agreement.

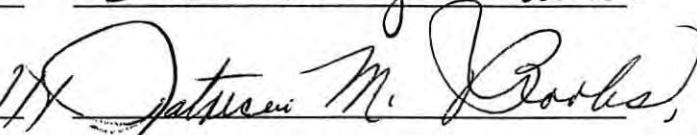
BLUE HILLS REGIONAL VOCATIONAL  
SCHOOL DISTRICT COMMITTEE

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 888, CTW, CLC

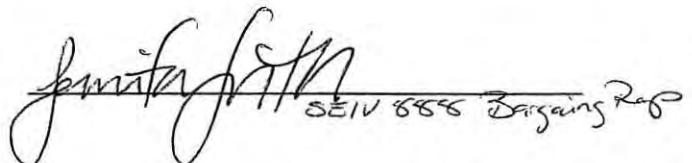


Dustin M. Brooks

  
Susana Sefat President  
SEIU 888

  
Jennifer M. Brooks

  
Blue Hill Union Representative

  
Jennifer M. Brooks SEIU 888 Bargaining Rep

**APPENDIX A**  
**Effective July 1, 2008 – 2% Increase**

	<u>Administrative Secretary</u>	<u>Secretary/ Bookkeeper</u>	<u>Clerk Typist</u>	<u>Administrative Secretary (218 days)</u>	<u>Administrative Secretary (213 days)</u>	<u>Secretary/ Bookkeeper (203 Days)</u>	<u>Secretary/ Bookkeeper Library Aide (188 days)</u>	<u>Part-Time Hourly</u>
<b>Step 1</b>	\$33,245.88	\$31,004.94	\$28,730.34	\$27,768.59	\$27,131.70	\$24,114.95	\$22,333.06	\$14.58
<b>Step 2</b>	\$35,201.22	\$32,549.22	\$29,849.28	\$29,401.79	\$28,727.43	\$25,316.06	\$23,445.42	\$15.30
<b>Step 3</b>	\$37,157.58	\$34,095.54	\$31,083.48	\$31,035.83	\$30,324.00	\$26,518.75	\$24,559.24	\$16.03
<b>Step 4</b>	\$39,110.88	\$35,644.92	\$32,330.94	\$32,667.33	\$31,918.07	\$27,723.83	\$25,675.27	\$16.73
<b>Step 5</b>	\$41,075.40	\$37,195.32	\$33,569.22	\$34,308.19	\$33,521.30	\$28,929.69	\$26,792.03	\$17.47
<b>Step 6</b>	\$43,026.66	\$38,737.56	\$34,801.38	\$35,937.98	\$35,113.71	\$30,129.21	\$27,902.92	\$18.04
<b>Step 7</b>	\$44,979.96	\$40,288.98	\$36,047.82	\$37,569.47	\$36,707.78	\$31,335.87	\$29,020.41	\$18.92
<b>Step 8</b>	\$47,589.12	\$41,417.10	\$37,176.96	\$39,748.77	\$38,837.10	\$32,213.30	\$29,833.01	\$19.44
<b>Step 9</b>	\$49,253.76	\$42,866.52	\$38,479.50	\$41,139.16	\$40,195.60	\$33,340.63	\$30,877.03	\$20.13

**Effective January 1, 2009 – 1% Increase**

	<u>Administrative Secretary</u>	<u>Secretary/ Bookkeeper</u>	<u>Clerk Typist</u>	<u>Administrative Secretary (218 days)</u>	<u>Administrative Secretary (213 days)</u>	<u>Secretary/ Bookkeeper (203 Days)</u>	<u>Secretary/ Bookkeeper Library Aide</u> <u>(188 days)</u>	<u>Part-Time Hourly</u>
<b>Step 1</b>	\$33,578.34	\$31,314.99	\$29,017.64	\$28,046.28	\$27,403.01	\$24,356.10	\$22,556.39	\$14.73
<b>Step 2</b>	\$35,553.23	\$32,874.71	\$30,147.77	\$29,695.80	\$29,014.71	\$25,569.22	\$23,679.87	\$15.45
<b>Step 3</b>	\$37,529.16	\$34,436.50	\$31,394.31	\$31,346.19	\$30,627.24	\$26,783.94	\$24,804.83	\$16.19
<b>Step 4</b>	\$39,501.99	\$36,001.37	\$32,654.25	\$32,994.00	\$32,237.26	\$28,001.06	\$25,932.02	\$16.90
<b>Step 5</b>	\$41,486.15	\$37,567.27	\$33,904.91	\$34,651.27	\$33,856.52	\$29,218.99	\$27,059.95	\$17.65
<b>Step 6</b>	\$43,456.93	\$39,124.94	\$35,149.39	\$36,297.36	\$35,464.85	\$30,430.51	\$28,181.95	\$18.22
<b>Step 7</b>	\$45,429.76	\$40,691.87	\$36,408.30	\$37,945.16	\$37,074.86	\$31,649.23	\$29,310.62	\$19.11
<b>Step 8</b>	\$48,065.01	\$41,831.27	\$37,548.73	\$40,146.25	\$39,225.47	\$32,535.43	\$30,131.34	\$19.63
<b>Step 9</b>	\$49,746.30	\$43,295.19	\$38,864.30	\$41,550.55	\$40,597.55	\$33,674.03	\$31,185.80	\$20.33

**Effective July 1, 2009 – 3% Increase**

	<u>Administrative Secretary</u>	<u>Secretary/ Bookkeeper</u>	<u>Clerk Typist</u>	<u>Administrative Secretary (218 days)</u>	<u>Administrative Secretary (213 days)</u>	<u>Secretary/ Bookkeeper (203 Days)</u>	<u>Secretary/ Bookkeeper Library Aide (188 days)</u>	<u>Part-Time Hourly</u>
<b>Step 1</b>	\$34,585.69	\$32,254.44	\$29,888.17	\$28,887.66	\$28,225.10	\$25,086.79	\$23,233.08	\$15.17
<b>Step 2</b>	\$36,619.83	\$33,860.95	\$31,052.21	\$30,586.68	\$29,885.15	\$26,336.30	\$24,390.27	\$15.92
<b>Step 3</b>	\$38,655.03	\$35,469.59	\$32,336.14	\$32,286.58	\$31,546.06	\$27,587.46	\$25,548.98	\$16.68
<b>Step 4</b>	\$40,687.05	\$37,081.41	\$33,633.88	\$33,983.82	\$33,204.37	\$28,841.10	\$26,709.98	\$17.40
<b>Step 5</b>	\$42,730.74	\$38,694.29	\$34,922.06	\$35,690.81	\$34,872.21	\$30,095.56	\$27,871.75	\$18.18
<b>Step 6</b>	\$44,760.63	\$40,298.68	\$36,203.88	\$37,386.28	\$36,528.79	\$31,343.42	\$29,027.40	\$18.77
<b>Step 7</b>	\$46,792.65	\$41,912.63	\$37,500.55	\$39,083.52	\$38,187.11	\$32,598.71	\$30,189.94	\$19.68
<b>Step 8</b>	\$49,506.96	\$43,086.21	\$38,675.19	\$41,350.64	\$40,402.23	\$33,511.50	\$31,035.28	\$20.22
<b>Step 9</b>	\$51,238.69	\$44,594.04	\$40,030.22	\$42,797.06	\$41,815.48	\$34,684.25	\$32,121.38	\$20.94

**Effective July 1, 2010 – 3.5% Increase**

	<u>Administrative Secretary</u>	<u>Secretary/ Bookkeeper</u>	<u>Clerk Typist</u>	<u>Administrative Secretary (218 days)</u>	<u>Administrative Secretary (213 days)</u>	<u>Secretary/ Bookkeeper (203 Days)</u>	<u>Secretary/ Bookkeeper Library Aide (188 days)</u>	<u>Part-Time Hourly</u>
<b>Step 1</b>	\$35,796.19	\$33,383.34	\$30,934.26	\$29,898.73	\$29,212.98	\$25,964.82	\$24,046.24	\$15.70
<b>Step 2</b>	\$37,901.52	\$35,046.09	\$32,139.03	\$31,657.21	\$30,931.13	\$27,258.07	\$25,243.92	\$16.47
<b>Step 3</b>	\$40,007.96	\$36,711.03	\$33,467.91	\$33,416.61	\$32,650.17	\$28,553.02	\$26,443.19	\$17.26
<b>Step 4</b>	\$42,111.10	\$38,379.26	\$34,811.06	\$35,173.25	\$34,366.53	\$29,850.54	\$27,644.83	\$18.01
<b>Step 5</b>	\$44,226.31	\$40,048.59	\$36,144.33	\$36,939.99	\$36,092.74	\$31,148.90	\$28,847.26	\$18.81
<b>Step 6</b>	\$46,327.26	\$41,709.14	\$37,471.01	\$38,694.80	\$37,807.30	\$32,440.44	\$30,043.36	\$19.42
<b>Step 7</b>	\$48,430.40	\$43,379.57	\$38,813.07	\$40,451.44	\$39,523.66	\$33,739.66	\$31,246.59	\$20.37
<b>Step 8</b>	\$51,239.71	\$44,594.23	\$40,028.82	\$42,797.91	\$41,816.31	\$34,684.40	\$32,121.51	\$20.93
<b>Step 9</b>	\$53,032.04	\$46,154.83	\$41,431.28	\$44,294.96	\$43,279.02	\$35,898.20	\$33,245.63	\$21.67

**APPENDIX B**

<b>Blue Hills Regional Technical School</b> <b>Summary of Vacation Buyback - Clerical</b>										
<u>Name</u>	<u>Hire/Anniv. Date</u>	<u>Vac. Days Available 6/30/2005</u>	<u>Less: Maximum Carryover Days</u>	<u># Vacation Days Eligible For Buyback</u>	<u>Annual Base Salary @ 6/30/2005</u>	<u># Work Days</u>	<u>Per Diem Salary w/o Long.</u>	<u>Cost of vacation Buyback</u>	<u>Days Earned on 6/30//2005</u>	
Brooks	6/12/76	44.5	30	14.5	43,319	261	165.97	2,406.61	2	
Fowler	10/30/89	26	30	0	37,701	261	144.45	-	13	
Hagg	4/24/95	15	30	0	27,734	261	106.26	-	3	
Hudson	9/9/96	10.5	15	0		203	-	-	10	
Hutchinson	9/1/86	52.5	30	22.5	30,767	213	144.45	3,250.04	16	
Murphy	6/16/05	34	30	4	43,319	261	165.97	663.89	2	
Nicholson	2/28/88	31	30	1	33,842	261	129.66	129.66	7	
Russo	7/5/78	39.5	30	9.5	29,323	203	144.45	1,372.26	20	
Sissons	6/5/89	44.5	30	14.5	26,070	188	138.67	2,010.72	1	
Toner	8/8/74	58.5	30	28.5	36,182	218	165.97	4,730.22	21	
Valcourt	10/13/71	45.5	30	15.5	43,319	261	165.97	2,572.58	19	
								17,135.98		

6/12/2007

Clerical Vac Buyback Revised 53107

## **APPENDIX C**

### **SIDE LETTER OF AGREEMENT BETWEEN BLUE HILLS REGIONAL SCHOOL DISTRICT COMMITTEE AND BLUE HILLS REGIONAL CLERICAL STAFF, SEIU, LOCAL 888**

**This SIDE LETTER OF AGREEMENT** is entered into by and between the Blue Hills Regional Vocational School District Committee (hereinafter the "Committee") and the Blue Hills Regional Clerical Staff, SEIU, Local 888 (hereinafter the "Union").

**WHEREAS**, the Committee and the Union have entered into a Collective Bargaining Agreement for the period of July 1, 2005 through June 30, 2008; and,

**WHEREAS**, since that time, the Committee has adopted a policy related to the implementation of recent amendments to Massachusetts General Laws chapter 71, section 38R relative to criminal record checks on applicants and current employees of public schools; and,

**WHEREAS**, the Committee and the Union have met and negotiated over the impact of the Committee's Criminal Record Information (CORI) policy on the wages, hours, terms and conditions of affected members;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Effective the date of this Agreement, employees shall be subject to CORI checks consistent with the Blue Hills Regional Vocational School District CORI Policy, attached hereto as Exhibit A.
2. In implementing its CORI Policy, the Committee agrees that the Superintendent, with the assistance of the Executive Secretary to the Superintendent, shall be the individual responsible for requesting, reviewing and handling CORI information. The Superintendent may allow the Assistant Superintendent/Principal to review such CORI information in the Superintendent's office, where the Superintendent determines that the Assistant Superintendent/Principal's review of such information is appropriate.
3. All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth at Paragraph 2.
4. Members shall be required to complete a CORI Request Form prior to the filing of such request by the administration. Use of this form shall serve as the member's notice that the CORI check is being performed. Upon a member's written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.

5. If the Superintendent is inclined to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record, Blue Hills' CORI policy, and a copy of the Criminal History System Board's Information Concerning the Process in Correcting a Criminal Record. The applicant will be advised of the part(s) of the record that make the individual unsuitable for the position, and given a reasonable opportunity to dispute the accuracy and relevance of the CORI record.
6. Any disciplinary action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.
7. The provisions of this Side Letter shall be inserted into the Parties' successor Collective Bargaining Agreement as Article 20 – CORI. Article 20 shall be renumbered accordingly.

**WHEREFORE**, the Committee and the Union have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this 29<sup>th</sup> day of November, 2006.

**BLUE HILLS REGIONAL VOCATIONAL  
SCHOOL COMMITTEE**

By: \_\_\_\_\_  
Joseph Ciccolo  
Its Superintendent

**BLUE HILLS REGIONAL CLERICAL  
STAFF, SEIU, LOCAL 888**

By: \_\_\_\_\_  
Patricia Brooks  
Its President

## **APPENDIX D**

### **Blue Hills Regional Technical School**

#### ***EVALUATION GUIDELINES FOR CLERICAL UNIT***

The following is a list of clerical positions to be evaluated by the specific supervisor noted:

- Administrative Secretary to the Principal, by the Principal
- Administrative Secretary to the Director of Vocational Departments, by the Director of Vocational Departments
- Administrative Secretary to the Director of Curriculum & Grants, by the Director of Curriculum & Grants
- Secretary/Bookkeeper, Special Education, by the Director of Special Education
- Secretary/Bookkeeper, Admissions, by the Director of Admissions
- Secretary/Bookkeeper, Guidance, by the Principal or his designee
- Secretary/Bookkeeper, Finance (2), by the Business Manager or his designee
- Secretary/Bookkeeper, Library, by the Principal or his designee
- Clerk/Typist, Attendance Secretary, by the Principal or his designee
- Receptionist, by the Business Manager or his designee

All evaluations will take place during the month of April. A pre-evaluation conference will be held prior to the evaluation, and a post-evaluation conference to review the evaluation will be held within ten (10) working days after the evaluation.

If a corrective action plan is needed, it will be developed and include additional evaluations as needed.

Approved by the Blue Hills Regional District School Committee 3/6/07

## CLERICAL EVALUATION

Annual Evaluation – This form will be completed by April 30th

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Location: \_\_\_\_\_

Evaluator: \_\_\_\_\_

**Rating Scale:**      1. = Commendable      4. = Unsatisfactory  
                          2. = Competent      5. = Not applicable  
                          3. = Needs Improvement

<b>Category</b>	<b>Rating</b>	<b>Comments/ Suggestions</b>
		Comments are recommended for each category and MUST be made for any "Needs Improvement" rating.

A.	<b>Work Ethics</b>		
1.	Maintains regular attendance		
2.	Treats students with care and respect		
3.	Works cooperatively with other clerical personnel		
4.	Promotes/creates a professional and friendly atmosphere in the office		
5.	Has high regard for and adheres to Confidentiality		

Approved by the Blue Hills Regional District School Committee 3/6/07

B	<b>Communication</b>		
1.	Demonstrates proper telephone etiquette		
2.	Relays messages in a timely manner		
3.	Communicates in a professional and friendly manner		
4.	Greets visitors to the office in a cordial, friendly manner		

C.	<b>Job Knowledge/Quality of Work</b>		
1.	Demonstrates working knowledge of computers and computer software, including administrative software used		
2.	Demonstrates working knowledge of office machinery, e.g., copiers, facsimiles, etc.		
3.	Completes job assignments in an accurate and timely manner		
4.	Organizational skills foster effectiveness in job performance		
5.	Is able to multi-task efficiently		

<b>D.</b>	<b>Initiative</b>		
1.	Works effectively without supervision		
2.	Demonstrates ability to prioritize daily, weekly tasks		
3.	Begins and completes tasks without prompting		
4.	Capable of performing administrative duties when necessary.		

<b>E.</b>	<b>Adaptability</b>		
1.	Demonstrates ability to learn new approaches or changes		
2.	Demonstrates willingness to accept new approaches or changes		
3.	Willingness to receive professional training (i.e. Microsoft Office) as offered to improve job performance.		
4.	Willingness to assist other departments when needed.		

**Signature of Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Employee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The signature of the employee means only that he/she has read this document. The employee may attach a written statement of his/her own, provided he/she does so within five (5) working days.

**PRE-EVALUATION COMMENTS:****EVALUATOR COMMENTS:**

**Addendum attached:** \_\_\_\_\_

**STAFF MEMBER COMMENTS:**

**Addendum attached:** \_\_\_\_\_

**PRE-EVALUATION VERIFICATION:**

Evaluator signature below indicates validation of the evaluative statements on the Pre-Evaluation Form. Staff Member signature does not necessarily indicate concurrence with the Pre-Evaluation Form, but acknowledges that it has been discussed.

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## POST-EVALUATION COMMENTS

**DIAGNOSIS:**

**Addendum attached:** \_\_\_\_\_

**PRESCRIPTION:**

## STAFF COMMENTS

**Addendum attached:** \_\_\_\_\_

## POST-EVALUATION VERIFICATION:

Evaluator signature below indicates receipt of the evaluative statements on the Post- Evaluation Form. Staff Member signature does not necessarily indicate concurrence with the Post- Evaluation Form, but acknowledges that the evaluation has been read.

Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX E**

### **SIDE LETTER OF AGREEMENT BETWEEN THE BLUE HILLS REGIONAL VOCATIONAL SCHOOL DISTRICT COMMITTEE AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888 (BLUE HILLS CLERICAL UNIT)**

**THIS SIDE LETTER OF AGREEMENT** is entered into by and between the Blue Hills Regional Vocational School District Committee (hereinafter the "Committee") and Service Employees International Union, Local 888, Clerical Staff employees (hereinafter the "Union").

**WHEREAS**, the Committee and the Union have entered into a Collective Bargaining Agreement for the period of July 1, 2008 through June 30, 2011, which provides for terms and conditions of employment, including hours of work; and,

**WHEREAS**, since that time the Committee and the Union have negotiated over and agreed upon a summer work schedule to be implemented on a trial basis;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Notwithstanding any contrary provisions of the parties' collective bargaining agreement, a summer work schedule consisting of four (4) days per week and 8.13 hours per day for a total of 32.5 days per week shall be implemented on a trial basis for the period of July 6 through August 28, 2009.
2. Management reserves its right to unilaterally return to the work schedule set forth in the collective bargaining agreement if it determines that the four-day work schedule is no longer in the best interest of the school district. The decision to revert to the contractual work schedule shall not be subject to a grievance under the parties' collective bargaining agreement nor is the employer under any duty to negotiate with the union regarding such reversion. The employer agrees to provide the Union with one week's notice of its intention to revert to the contractual schedule.
3. The summer work schedule shall be implemented as set forth on the document entitled "Four-Day Work Week Model" which is attached hereto as Appendix A and incorporated herein as if fully stated.
4. Sick and Vacation days earned under the collective bargaining agreement are earned on the basis of 8 hour days. As such, an employee taking a vacation day while on the four-day work

week will be required to use 1 and  $\frac{1}{4}$  vacation days per each ten (10) hour work day.

**WHEREFORE**, the Committee and the Union have caused this SIDE LETTER OF AGREEMENT to be executed by their duly-authorized representatives this 19<sup>th</sup> Day of May 2009.

**Blue Hills Regional Vocational  
School District Committee**

**SEIU, LOCAL 888, Clerical Staff**

**By:** \_\_\_\_\_  
Festus Joyce  
Its Chair

**By:** \_\_\_\_\_  
Patricia M. Brooks  
Its Steward

## APPENDIX A

### 4-DAY WORK WEEK MODEL

Week of July 6<sup>th</sup> to Week of August 24<sup>th</sup> (8 weeks)  
Friday, July 3<sup>rd</sup> is the holiday for Saturday, July 4<sup>th</sup>

#### Schedules for each unit:

- 7:30 – 3:45 Secretarial (37.5 week – 32.5 week)
- 7:00 – 5:00 Administrative
- 6:00 – 4:00 Custodial – with paid lunch
- All days counted as 1.25
- Sick and vacation days may be used and counted as 1.25 days
- Summer School will be a four-day week
- Personal days may not be used as we do not support “partial” in all units
- Day maintenance individuals may swap a Monday for a Friday, as needed for special projects per the Director of Facilities

Only the pool and recreation area are in use for a full week:

- BHR sports
- YMCA camp
- Wellness Center
- Pool rentals