

# **Agreement**

between

**Falmouth School Committee**

and



**CTW-CLC**

**Secretaries Chapter**

**July 1, 2008 – June 30, 2011**

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## **ARTICLES OF AGREEMENT**

Article of agreement made and entered into as of the first day of July 2008 by and between the School Committee of the Town of Falmouth, hereinafter called the Committee, and Service Employees International Union Local 888, hereinafter called the Union. In consideration of the mutual promises and covenants herein contained the parties hereby agree as follows:

### **ARTICLE 1 - RECOGNITION CLAUSE**

The Committee agrees that it will recognize and deal with the Union as the sole and exclusive bargaining agent for all permanent full-time secretarial and clerical employees and secretaries regularly scheduled to work twenty (20) hour per week for the Falmouth Public Schools, excluding the Administrative Assistant to the Superintendent, Administrative Assistant to the Assistant Superintendent, Administrative Assistant in the Human Resources Office, Administrative Assistant to the Director of Curriculum and Instruction, Payroll Supervisor, Secretary in the Superintendent's Office, and Administrative Assistant to the Director of Pupil Personnel Services of the purposes of establishing wages, hours, and working conditions.

### **ARTICLE 2 - SCHOOL COMMITTEE RIGHTS**

The Committee and Union agree that the Committee shall retain and reserve all its statutory rights, authority and obligations in the administration of the Falmouth Public Schools and the direction of its employees. All the functions, rights, powers, and authority which the Committee has now or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions and authority of an employer, it has not specifically delegated or modified by this agreement are recognized by the Union to be retained by the Committee.

Further, the Union agrees to be bound by the rules and regulations of the Committee as specified in published School Committee policies, except as modified by the agreement. No exercise by the Committee or by anyone on its behalf, of the reserved rights shall be made subject of any grievance.

### **ARTICLE 3 - EMPLOYEES' RIGHTS**

The Committee further agrees that neither the Committee nor any of its representatives, department officials, agents, servants, or employees of the Committee shall violate any rights of the Union as provided for and guaranteed by the General Laws, Chapter 150E, generally and Section 10(a) specifically.

#### **ARTICLE 4 - SEPARABILITY AND SAVINGS**

If any article, section of paragraph or parts of this agreement, or any rider thereto should be held to be invalid by the operation of law or by any agency or tribunal of competent jurisdiction, or if the compliance with, or enforcement of any article, section or paragraph should be restrained, by such agency or tribunal pending a final as to its validity, the remainder of this Agreement and of any rider thereto or the application of such article, section or paragraph to person or circumstances other than those as to which it has been invalid or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

#### **ARTICLE 5 - SENIORITY AND REDUCTION IN FORCE**

Where ability, qualifications, and performance are substantially equal, seniority shall prevail for vacancies governed by this contract.

In making reductions in force, merit and ability shall, in all cases govern. When merit and ability are equal, seniority shall prevail.

Determination of merit, ability and qualifications shall be the prerogative of the Superintendent or Designee and the School Committee.

In the event of recall, qualified laid-off employees will be given preference over new applicants. Notice of recall will be provided in writing.

#### **ARTICLE 6 - NO STRIKE CLAUSE**

No member of the bargaining unit covered by the terms and provisions of this agreement shall, during the life of this agreement engage in, induce or encourage any strike, work stoppage, or slow down. Any or all employees violating this agreement shall be subject to discipline, including discharge and the matter shall not be subject to arbitration.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

A grievance is hereby defined to mean a dispute involving the interpretation or application of this agreement.

The number of days indicated at each level should be considered as maximum. The time limit specified may, however, be extended by mutual agreement.

**LEVEL ONE:** An employee covered by this agreement who has a grievance shall discuss it with their immediate supervisor within five (5) working days after the employee has knowledge of such grievance.

LEVEL TWO: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) working days after the presentation of the grievance, said grievant and/or the Union may appeal to the Superintendent of Schools or Designee. Such an appeal shall be in writing, setting forth the specific provisions and precise facts of the grievance, the applicable provisions of this agreement and the decision, if any, rendered in Level One. Within ten (10) working days after receipt of the written grievance by the Superintendent of Schools, he/she, or his/her Designee shall confer with the grievant. No additional contractual provisions or facts may be relied upon at any subsequent step.

LEVEL THREE: Within ten (10) working days of the receipt of the Level Two decision, the Union may, by giving written notice to the School Committee and to the American Arbitration Association, present the grievance for arbitration unless all parties mutually agree to use some other arbitration tribunal for the resolution of the grievance. The expensed of the arbitrator shall be shared equally by the School Committee and the Union and the award shall be final and binding upon the School Committee, the Union and the aggrieved member.

## **ARTICLE 8 - PROMOTIONS AND TRANSFERS**

When an employee is promoted to a job with a higher range, or rate of pay, employee shall enter it at the minimum of the job rate range or at employee's own rate, whichever is higher, but in no event, at a rate in excess of the maximum for such job. Employee may also receive at the same time a one-step increase, provided the maximum for the job is not exceeded, provided the Department Head recommends it.

Employees who are working out of grade or temporarily assigned to a higher grade, after ten (10) working days in said higher grade, shall be entitled to receive the salary commensurate with the higher grade except in the case of covering vacation time of another employee.

Qualified present Union employees shall be given preference over outside applicants for work when jobs are available and particularly for a job offering advancement. Before hiring any employee to fill a Falmouth Public School vacancy in one of the classifications covered by this agreement, Falmouth Public Schools agree to post Notice of Vacancy internally on designated Bo\boards for five (5) calendar days prior to the position being opened to candidates outside the school system. During the summer vacation period, notices of vacancy will be mailed to members.

No proficiency testing will be required for lateral transfers, i.e., SSII to SSII.

### **UPGRADE REQUESTS**

The following procedure will be used in cases where secretarial employees have been assigned permanent additional responsibilities and are seeking an upgrade in their current job classification.

1. The shop steward will submit to the administration a proposal for a staff upgrade. This submission should include the following:

- An overview of the person's current work responsibilities.
- Justification for the upgrade (i.e.; how work responsibilities have changed or increased).
- A suggested placement on the salary schedule.
- A letter from the applicants' immediate supervisor supporting the upgrade is preferred, but will not be required, for upgrades to be considered. Bargaining unit members seeking an upgrade will not be denied solely on the basis that the immediate supervisor did not or will not provide a letter support.

2. The administration will schedule a meeting with the union representative, shop steward, and member seeking the upgrade within ten working days of receipt of the upgrade request.

3. A decision will be made by the administration relative to the upgrade within ten working days of the upgrade meeting. The administration will then meet with the parties listed above to discuss the decision.

4. The decision made by the administration is final and nongrievable.

## **ARTICLE 9 - WORKING HOURS**

Each building Administrator will inform the employees of their scheduled hours and reporting times.

Classifications: Any person working thirty (30) hours or more per week for a duration of ten (10) months to twelve (12) months is classified as full time. Any person working less than thirty (30) hours per week for duration of ten (10) month to twelve (12) months per year is classified as part time. Any time assigned beyond regular schedule shall be paid on a straight time basis, in the event more than 40 hours are worked in any one week such hours in excess of 40 hours shall be compensated on a time and one half basis.

<u>10 MONTH</u>	<u>WORK YEAR</u>	<u>11 MONTH</u>
194 Days	204 Days	214 Days
5 Days Before School Begins	10 Days Before School Begins	15 Days Before School Begins
5 Days After School Ends	10 Days After School Ends	15 Days After School Ends

Full in-service days (4) are to be considered workdays for all employees covered by this agreement. Vacation days can be used on full in-service days (2) held during the school year. The school calendar for the upcoming year will be shared with the Union as it is being developed.

## **ARTICLE 10 - MATERNITY LEAVE AND LEAVES FOR OTHER REASONS**

Maternity Leave will be granted in accordance with current School Committee policies and State and Federal Laws and Regulations.

Leave of absence may be granted by the Superintendent of Schools, for other reasons, but shall be without compensation. In no event shall a leave of absence be granted for seeking or trying out another job.

Returning employees will be assigned to the same position, which he/she held at the time said leave commenced, if available, or, if not, to the most substantially equivalent position then available.

## **ARTICLE 11 - SICK LEAVE**

All full-time employees shall be credited with one and one-quarter (1 ¼) days of sick leave for each full month worked. These days will accumulate from year to year through the term of employment. Employees who are absent because of sickness or accident may be required to present a physician's certificate to their employer stating the reason and period of time the employee was absent from work.

Up to five (5) days of accumulated sick leave may be used to care for an ill member of the employee's immediate family which would include: grandfather, grandmother, father, mother, spouse, mother-in-law, father-in-law, children, brothers, sisters, brother-in-law or sister-in-law of the employee, persons residing in the same household or others at the discretion of the Superintendent or Designee.

Employees who are on extended sick leave when schools are closed for inclement weather may use sick leave. The employee must have been absent prior to and after such day.

Full-time employees who use no sick leave during the calendar year shall be eligible to receive three days pay no later than February 28 of the following year. An employee, who is absent on day, shall receive two day's pay and an employee who is absent two days shall receive one day's pay. All sick days will be deducted from accumulated sick leave.

## **ARTICLE 12 - PERSONAL LEAVE**

Up to three (3) non-accumulating days of personal leave may be granted each year. Such days will not be deducted from sick leave. These days are for the transaction of business that cannot be done after school hours and can be used for religious, legal, household, family and other personal matters.

Under normal conditions, personal days will not be granted for:

- A scheduled workday before or after a holiday
- On a Friday prior to a vacation week or Monday after a vacation week.

Unused personal days, at the end of a year, will be converted to accumulated sick leave days.

### **ARTICLE 13 - SNOW DAYS**

When schools are closed during the day due to inclement weather, the secretarial staff may be dismissed after pupils leave the buildings. When school does not open due to inclement weather, employees may be required to take the day(s) off. This time is to be deducted from the employee's vacation time/personal days or a day's pay will be deducted from the salary. If school is closed for more than five (5) days during a school year due to inclement weather, employees may use sick time for these days beyond five (5).

### **ARTICLE 14 - BEREAVEMENT LEAVE**

With the approval of the Department Head, emergency leave of absence with pay of up to three (3) days may be granted in the event of the death in the immediate family (as described in Article XI) of the employee or employee's spouse or of persons residing in the employees immediate household or other at the discretion of the Superintendent or Designee. Superintendent or Designee may grant additional days at his/her discretion.

### **ARTICLE 15 - RELIGIOUS DAYS**

Employees will be entitled to a Religious Day, which is defined as a day, which tenets of the religion require a person to be absent from work. Such days will not be deducted from personal leave.

### **ARTICLE 16 - JURY DUTY**

An employee required to serve on Jury Duty and absent from regular duty shall receive an amount equal to the difference between her normal compensation and the amount (excluding travel allowance) received for such duty, upon presentation of evidence of the amount so paid.

### **ARTICLE 17 - PROFESSIONAL LEAVE**

Employees authorized to attend secretarial institutes, workshops, seminars, conferences or other professional improvement sessions shall be reimbursed for expenses incurred for such



authorized attendance. This time shall not be charge to sick leave, vacation leave, or personal leave.

### **ARTICLE 18 --- PAID HOLIDAYS**

The Falmouth Public Schools observe the following State Legal Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In addition the day after Thanksgiving and one half (1/2) day is provided before both Christmas and New Year's Day.

Employees will be paid for the above noted holidays provided they occur during their regular work year, i.e. 10 months or 12 months.

### **ARTICLE 19 – VACATIONS**

	10 Months	11 Month	12 Month
After 30 Weeks	8	9	10
After 5 Years	13	14	15
After 10 Years	17	18.5	20

Secretaries working in schools must take vacation leave when school is not in session. Exceptions may be made by the Superintendent or Designee for extenuating circumstances.

### **ARTICLE 20 - LONGEVITY PAY**

10 Month Employees	11 Month Employees	12 Month Employees	
\$285	\$297.50	\$310	After 5 Years
\$335	\$347.50	\$360	After 10 Years
\$385	\$397.50	\$410	After 15 Years
\$485	\$497.50	\$510	After 20 Years
\$585	\$597.50	\$610	After 25 Years
\$685	\$697.50	\$710	After 30 Years

Longevity payments as listed above will be paid for continuous service. If however, service is interrupted by layoff, total serviced will be considered as continuous service. All new

employees hired after 7/1/08 will not receive longevity pay until after 10 years of continuous service.

## **ARTICLE 21 – WORKERS’ COMPENSATION, INSURANCE & RETIREMENT**

All permanent, full-time employees of the Falmouth School Department will be eligible to participate in the Town of Falmouth insurance and retirement plans, subject to the pertinent Massachusetts General Laws and local regulations.

## **ARTICLE 22 – WAGES**

All employees are paid on a weekly basis. The pay plan for the School Department has been developed to provide minimum rates and maximum rates of pay for various positions:

- Minimum is the normal starting rate for employees hired within grade.
- Grade Step is the increase given based on satisfactory job performance.
- Maximum is the salary maximum for the position within the grade.

All regular employees who have satisfactory performance records based on written evaluation shall be eligible for an annual step increase within his/her grade.

### **SALARY SCHEDULE**

See Appendix A

Wage increases as follows:

Effective	July 1, 2008	2.0%
	July 1, 2009	2.0%
	July 1, 2010	2.0%
	Feb. 1, 1011	2.0%

## **ARTICLE 23 - DUES AND AGENCY FEES**

**Deduction of Dues:** The Committee agrees to deduct monthly from earned wages and remit to the Union for the duration of this agreement, Union membership dues fixed in accordance with the constitution of the Union of those employees covered by this Agreement, who, individually request in writing the Committee to do so, provided such request is revocable by the employee after one year or the termination of the Agreement, whichever is earlier.

As a condition of his/her continued employment while this contract shall be in effect, every employee covered by this contract, if and when not a member in good standing of the

Union, shall pay or by payroll deduction shall have paid, in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts General Laws Annotated.

Information: The Union shall furnish the Committee with a certified list of employees who are members in good standing as of the date of the Agreement, and shall thereafter furnish the Committee 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.

#### **ARTICLE 24 – SICK LEAVE RETIREMENT PROVISION**

An Employee who retires after 20 years or more of service in Falmouth and is approved to receive benefits from the Town Retirement Board will be entitled to a one-time retirement allowance. Employees will be credited \$15.00 per unused sick leave day to a maximum of 175 days for a maximum allowance of \$2,625.

An employee who retires after ten years or more of service under the above conditions shall be credited with \$10.00 per unused sick leave day to a maximum of 100 days for a maximum allowance of \$1,000.

The Allowance will be paid in a lump sum upon retirement.

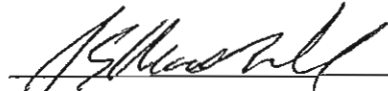
## ARTICLE 25 – TERM OF AGREEMENT

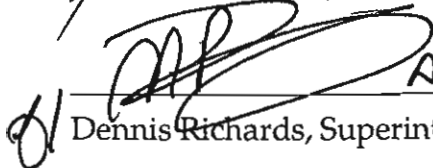
This Agreement shall remain in full force and effect from July 1, 2008 to June 30, 2011 and terms contained herein shall become effective on July 1, 2005 unless otherwise specified in the Agreement. Should a successor Agreement not be executed by June 30, 2011, this Agreement shall remain in full force and effect until a successor agreement is executed.

In the event that any non-FEA employee group receives a higher percentage increase during the term of this Agreement, the School Committee agrees to negotiate the percentage increase which is higher than the one granted.

Signed this

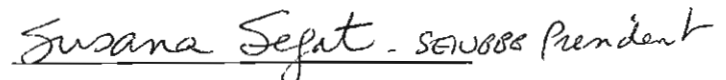
FOR THE SCHOOL COMMITTEE:


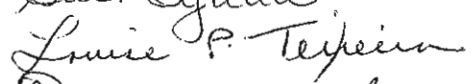
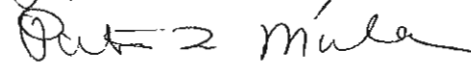
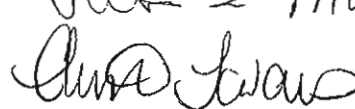
  
\_\_\_\_\_  
Jamie MacDonald, Chairman

  
\_\_\_\_\_  
Dennis Richards, Superintendent

11/24/08

FOR THE UNION:

  
\_\_\_\_\_  
Susana Segat - SEU888 President  
Local 888

  
  
  
  
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## APPENDIX A

Effective July 1, 2008 2.0%										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Prin.Sec/GS*	19.82	20.52	21.15	21.73	22.46	23.19	24.13	24.63	25.12	25.62
SSA	18.49	19.17	19.78	20.32	20.91	21.63	22.50	22.94	23.41	23.89
SSI	17.19	17.79	18.36	18.87	19.35	20.05	20.85	21.26	21.68	22.11
SSII	15.51	16.04	16.62	17.10	17.53	18.19	18.92	19.30	19.69	20.07
CT	14.11	14.55	15.02	15.43	15.80	16.38	17.03	17.37	17.72	18.06

Effective July 1, 2009 2.0%										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Prin.Sec/GS*	20.21	20.93	21.58	22.16	22.91	23.55	24.62	25.13	25.63	26.13
SSA	18.86	19.55	20.17	20.72	21.33	22.07	22.95	23.40	23.88	24.37
SSI	17.53	18.14	18.73	19.25	19.75	20.45	21.27	21.88	22.11	22.58
SSII	15.82	16.37	16.95	17.44	17.88	18.55	19.30	19.68	20.08	20.48
CT	14.39	14.84	15.33	15.74	16.12	16.71	17.37	17.72	18.07	18.43

Effective July 1, 2010 2.0%										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Prin.Sec/GS*	21.35	22.01	22.60	23.37	24.13	25.11	25.63	26.14	26.66	27.20
SSA	19.94	20.58	21.14	21.75	22.51	23.41	23.87	24.35	24.85	25.38
SSI	18.51	19.10	19.63	20.14	20.86	21.69	22.12	22.55	23.01	23.48
SSII	16.69	17.29	17.79	18.24	18.92	19.69	20.08	20.48	20.88	21.31
CT	15.13	15.63	16.06	16.44	17.04	17.72	18.07	18.43	18.79	19.17

Effective July 1, 2011 2.0%										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Prin.Sec/GS*	21.78	22.45	23.05	23.84	24.61	25.61	26.14	26.66	27.19	27.74
SSA	20.34	20.99	21.56	22.19	22.96	23.88	24.35	24.84	25.35	25.89
SSI	18.88	19.48	20.02	20.54	21.28	22.12	22.56	23.00	23.47	23.95
SSII	17.02	17.64	18.15	18.60	19.30	20.08	20.48	20.89	21.30	21.74
CT	15.43	15.94	16.38	16.77	17.38	18.07	18.43	18.80	19.17	19.55

\*Guidance Secretary FHS

## APPENDIX B

### EARLY RETIREMENT INCENTIVE

To be eligible, the employee must comply with the following:

1. The employee must be eligible to retire under the regulations of the Town of Falmouth Retirement Board.
2. The employee must give notification prior to January 1 of their intent to retire by the end of the school year. At a minimum, thirty days notice must be provided before the effective retirement date.
3. Early retirement notification is irrevocable.
4. Retirement incentive will be paid no later than thirty (30) days following the effective date of retirement.

<u>AGE</u>	<u>20 YEARS</u>	<u>25 YEARS</u>
55	\$4,000	\$4,667
57	\$3,667	\$4,333
58	\$3,333	\$4,000
59	\$2,667	\$3,333
60	\$2,333	\$3,000
61	\$2,000	\$2,667
62	\$1,667	\$2,333
63	\$1,333	\$2,000
64	\$1,000	\$1,666