

Agreement

between

The Scituate School Committee

and



School Clerks, Secretaries & Bookkeepers

July 1, 2008 – June 31, 2012

www.seiu888.org

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WITNESSETH

This Agreement entered into by the Committee and the Union has as its purpose the promotion of harmonious relations between the Committee and Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RIGHTS OF THE COMMITTEE

It is recognized that, in addition to other functions and responsibilities, the Committee has and will retain the sole right and responsibility to direct the operations of the employees and the schedule of shifts and hours of work, and to select, hire, and demote members, including the right to make and apply rules and regulations of discipline, efficiency and safety.

The Committee shall also have the right and responsibility to discharge or otherwise discipline any employees for just cause, to promote and transfer, and to layoff because of lack of work or other cause unless otherwise hereinafter provided.

ARTICLE 2 – RECOGNITION

The Committee recognizes SEIU, Local 888, CTW-CLC as the exclusive collective bargaining agent for all clerical employees of the Scituate School Committee, excluding the Executive Secretary to the Superintendent, the Executive Secretary for Personnel, Administrative Secretary for the Business Office, the School Committee Clerk, Head Bookkeeper, bookkeepers, casual employees, and all other employees.

ARTICLE 3 – EMPLOYEE RIGHTS AND OBLIGATIONS

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity to hold office in and participate in the management of the Union, to act in the capacity of Union representative, and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection, except that no official of the Town of Scituate shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

There shall be no solicitation of employees for Union membership or dues conducted upon the premises of the Committee during working hours by the Union.

Neither the Committee nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of race, creed, color or national origin.

ARTICLE 4 – WAGES

The salaries of all employees covered by this agreement are set forth in Appendix A attached hereto and made a part hereof, reflecting the parties' agreement to an across-the-board three percent (3%) salary increase effective September 1, 2008. Effective September 1, 2009, said salaries shall undergo a 0% increase. Effective September 1, 2010, said salaries shall be increased across-the-board by three percent (3%), and effective September 1, 2011, said salaries shall also be increased across-the-board by three percent (3%).

Each employee who is in active employment during the 2009-2010 work year shall receive up on severance for any reason from the Scituate Public Schools, six (6) days' severance pay. Severance pay shall be calculated at the individual's per diem rate of pay at the time of severance. Employees who do not serve the entire 2009-2010 work year shall receive a pro-rated percent of said severance pay. A list of eligible employees shall be jointly agreed upon at the close of 2009-2010 work year and shall be attached to the June 2009 Memorandum of Agreement.

ARTICLE 5 – WORKING OUT OF CLASSIFICATION

When an employee fills in for an absent employee in a higher classification, or for any other reason performs work temporarily in a higher paying classification, that employee shall be paid at her own step at the pay grade of the position in which she is temporarily working. The higher rate shall commence on the twentieth (20th) day and shall be paid retroactively to the first day on which the employee worked out of classification and shall continue for the entire length of work in such capacity.

ARTICLE 6 – HOLIDAYS

Regular full-time employees will be granted the following holidays with pay, or the equivalent time off, provided the employee is on pay status on his/her last scheduled day prior to the holiday, and first scheduled day after the holiday:

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

Whenever an employee works on any of the holidays enumerated on the preceding list, he/she shall be paid at the rate of time and one-half of his/her regular rate of pay for the hours worked, and in addition shall receive eight hours pay at his/her regular rate.

Whenever any of the holidays listed falls during his/her vacation or on a Saturday or Sunday, the employee will receive a compensatory day off in lieu of said holiday at a mutually convenient time.

All ten-month, 44-week employees shall be granted the following holidays with pay whenever the holiday falls on a regular work day or within the employee's vacation period.

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

All ten month (44 week) employees shall be granted Independence Day with pay whenever the holiday falls during their regular work year.

Two days per contract year are allowed for religious holidays.

ARTICLE 7 – SICK LEAVE

Regular full-time employees will accrue sick leave at the rate of one and one-fourth days for each month of service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years up to the maximum of one hundred and eighty (180) days. After one year of full-time continuous employment, the employee's sick leave for the year will be credited in advance, subject to a pro-rata refund if the employee resigns before serving the full year. Any employee who has accrued the maximum of 180 days shall, at the beginning of the school year, be credited with the full allotment for that year, and any sick leave days taken shall be deducted from such allotment. Any unused days remaining at the end of that year shall be forfeited.

Employees who are on workers' compensation may, upon request, charge the difference between their compensation payments and their weekly (regular) salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Committee, wherein he/she agrees to reimburse the Committee for such payments in the event he/she received Workers' Compensation benefits for said period.

Requests for sick leave shall be subject to the approval of the Superintendent or any other individual or Committee designated providing that the denial of paid sick leave shall be subject to the grievance and arbitration provisions of the Agreement. For periods of sick leave requested in excess of five consecutive working days, the Committee may require evidence of necessity for such absence in the form of a physician's certificate, as a condition precedent to approval of such a request.

Up to five (5) days of an employee's annual sick leave allotment may be used for family illness (an immediate relative, or another relative within the household), if the employee's presence is necessary to care for the relative.

When an employee's service is terminated by retirement, resignation or death, he/she (or, in the event of death, the estate), shall be entitled to receive compensation for unused sick leave credit accumulated in excess of ninety (90) days at a rate of sixty-five dollars (\$65.00) per seven hour day.

ARTICLE 8 – JURY DUTY

An employee called for jury duty shall be paid by the Committee an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding allowances for travel, and this will be certified to by the comptroller upon presentation of the check for monies received for Jury Duty.

ARTICLE 9 – VACATION

All twelve (12) month employees who have been in the continuous employment of the Committee for less than one fiscal year shall accrue one day's vacation with pay for each calendar month, not to exceed ten (10) days, to be used the following fiscal year. Any employee who has been employed for less than one fiscal year but for at least six (6) months prior to July 1 may take up to five (5) days paid vacation prior to July 1 provided that any such vacation days taken shall be deducted from the total number of accrued earned vacation days awarded on July 1.

All twelve (12) month employees of the Committee who have been in the employment of the Committee for one (1) year shall be entitled to two week's paid vacation. All twelve (12) month employees of the Committee who have been in the employment of the Committee for five (5) years shall be entitled to three (3) weeks paid vacation. All twelve (12) month employees of the Committee who have been in the employment of the Committee for ten (10) years shall be entitled to four week's paid vacation. All twelve (12) month employees who have been in the employment of the Committee for fifteen (15) years shall be entitled to five (5) weeks paid vacation.

All regular twelve (12) month employees whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he/she is entitled, he/she, or in the case of death, his/her estate, shall be paid in lieu of such vacation an amount equal to one day's pay at his/her regular rate for each such day of unused vacation. Any employee who resigns shall give the Committee at least two week's notice and, failing to do so, shall not be eligible to receive her/his terminal vacation pay as provided herein.

All employees in the forty-four (44) week group shall be entitled to the following vacation periods.

After one (1) full year of employment, Christmas week and winter recess will be paid as vacation weeks.

An employee who held a ten month position and is currently in a twelve month position shall receive month for month credit for vacation purposes. For example, an employee who worked as a ten month employee for six years shall receive credit for 60 months or five (5) years longevity for vacation purposes.

When the office is officially closed, employees who are on vacation will not have that time counted as vacation time.

Subject to the written approval of the Superintendent, employees may carry over up to ten (10) days of vacation leave to the next school year. If not used by December 31st of such school year, the leave is forfeited. As with all vacation leave, use of carried over leave is subject to the approval of the Superintendent.

ARTICLE 10 – LONGEVITY ALLOWANCE

Effective July 1, 2008, persons who have completed ten (10) years of service in the Scituate Public Schools shall receive a longevity allowance of \$955.00 annually; persons who have completed fifteen (15) years of service in the Scituate Public Schools shall receive a longevity allowance of \$1,005.00 annually; persons who have completed twenty (20) years of service in the Scituate Public Schools shall receive a longevity allowance of \$1,055.00 annually; persons who have completed twenty-five (25+) years of service in the Scituate Public Schools shall receive a longevity allowance of \$1,085.00. Effective July 1, 2009, the respective rates will be \$980.00, \$1,030.00, \$1,080.00, and \$1,110.00. Effective July 1, 2010, the respective rates will be \$1,005.00, \$1,055.00, \$1,105.00, and \$1,135.00. The longevity allowance will be paid in a separate check each July to all employees who have met the required years of service.

Employees whose ten, fifteen or twenty year anniversary date occurs after July 1st will receive a pro-rated longevity payment on the anniversary date.

ARTICLE 11 – PERSONAL LEAVE

A maximum of two days absence with pay may be granted by the Administration for the transaction of necessary business which cannot be conducted after school hours or on no-school days. Prior approval of the Administration shall be one of the conditions for granting the request. The reason shall be provided, and the administration shall respect the employee's privacy. Personal Leave shall not be charged to any other accrued leave time.

ARTICLE 12 – FUNERAL LEAVE

Up to five (5) days will be granted as bereavement each time there is a death of an employee's spouse, child, parent or sibling, or of a person who is a member of the employee's immediate household and in substance occupies a similar relationship to the employee. Up to three (3) days will be granted as bereavement each time there is a death of an employee's grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. In the event of the death of a spouse's grandparent, aunt, uncle, niece or nephew, employees will be granted one (1) day for the sole purpose of attending the funeral. At the discretion of the Superintendent and upon written application, additional temporary leave may be applied under this Article.

ARTICLE 13 – EXTENDED LEAVE OF ABSENCE

After three years of service, any member of the bargaining unit may request a leave of absence without pay for a specific period of time, for up to one year. Such leave shall commence between July 1 and September 1, except in an emergency situation. If approved, this leave would not be considered a break in service.

1. Any such request shall be made in writing to the Superintendent of Schools sixty days prior to the date for which leave is requested, when possible.
2. The reason for the leave of absence will be stated in the written request to the Superintendent of Schools.
3. The Superintendent of Schools shall present all requests to the School Committee with a recommendation.
4. If a request is granted, the individual on leave must notify the Superintendent of Schools in writing sixty days prior to the expiration of the leave whether he/she intends to return to work. Should any individual on leave fail to provide such notification whether he/she intends to return to work at the expiration of the leave, he/she shall be deemed to have terminated his/her employment.
5. An individual on leave may continue group health and life insurance coverage during the period of said leave, as provided by the Committee to members of the bargaining unit, by reimbursing the Committee for the total premium cost.
6. All benefits to which an individual was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and accrued seniority, will be restored to his/her upon his/her return; and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE 14 – PERSONNEL FILES

1. No derogatory material relating to an employee's conduct, service or personality shall be placed in the files unless the employee has had the opportunity to read the material.
2. The employee shall have the right to answer any material filed and to have that answer attached to the original material and placed in the files. Said responses must be submitted within thirty (30) calendar days.
3. Upon request of the employee, he or she shall be given access to all of his or her files.
4. Upon request, the employee shall be furnished one copy of any materials in his or her files.

ARTICLE 15 – FILLING OF VACANCIES

A vacancy is defined as an opening caused by promotion, death, retirement, permanent disability, resignation, discharge or an increase in the office worker staff.

To fill a vacancy, the Committee shall post a notice of the position in each building of the school system and a copy of each posting shall be given to the President of the Scituate School Clerks and Secretaries Association Chapter of Local 888.

The following information shall be included in each posting: job title, salary, qualifications, job description and work location.

All vacancies shall be posted for five (5) working days.

Bargaining unit members who apply for a vacancy will be included among the candidates to be interviewed.

In the case of an employee promoted to a higher classification, or an employee whose position is upgraded/reclassified, the employee shall be placed at the step on the new classification which is not less than the next highest rate above their current rate. In the case of an employee who was at the top step, he or she shall be placed at the step of the new classification which would provide an increase at least equal to the difference between the top step and the next lowest step in the prior classification.

New employees may at the discretion of the Superintendent be credited up to Step 3 for prior relevant experience.

ARTICLE 16 – SENIORITY

A system-wide seniority list shall be maintained for School Secretaries in the event of reduction in force or hours. Seniority shall be defined as the first day of uninterrupted service in a position covered by the bargaining unit. Service as a substitute, if immediately prior to assuming a bargaining unit position will constitute the first day of uninterrupted service. Layoff or reduction in hours shall be accomplished by reverse seniority within the above categories except that an employee who has service in another classification(s) may bump a position in his/her former classification(s). An employee may bump the least senior employee in their classification who is working at least the same number of hours. An employee, if they are the least senior in their classification, may bump the least senior employee in the next lowest classification. If there are no employees least senior in the next lowest classification, they may bump into the next lowest classification until they displace an employee with less seniority. In the event that two or more employees have identical seniority, the tie shall be broken by a drawing of the lots.

Reverse seniority shall prevail in the event of reduction in force or hours provided that the remaining employees possess the necessary qualifications and ability to perform the work.

Employees who are laid off shall be recalled by reverse order of layoff. An employee's name shall be retained on the recall list for a period of two years. If recalled, an employee will be credited with the years of service accumulated as of the date of his/her layoff.

Qualifications, merit and past performance and length of service shall be considered in transfer or promotions. If the qualification, merit and past performance are equal, seniority shall prevail.

Recognizing the importance of appointment dates in the calculation of benefits and the determination of seniority, the Superintendent shall make every effort to have the appointment date coincide as closely as possible with the date of hire.

It is understood and agreed that as a result of the reclassification of all "Grade I Clerks" employed as of July 1, 2008 to the "Grade II Ten-Month Secretaries Salary Schedule" that, in addition, said clerks shall retain their existing seniority and each shall be merged into the Secretaries seniority list by utilizing that seniority.

ARTICLE 17 – WORK WEEK AND YEAR

The regular scheduled work week for all employees shall be Monday through Friday. A regular work day shall consist of seven (7) consecutive hours, excluding meal periods.

The work year for employees in ten-month positions consists of 180 student school days, plus ten days before the student school year begins and ten days following the actual last day of school for students. Thus, employees in ten-month positions are not expected to report to work on days when school is cancelled for students or on a full day of teacher in-service when students are not in attendance, since the work year is automatically extended to encompass the 180 days when school is canceled for students.

ARTICLE 18 – SNOW DAYS

Employees shall be expected to report to work on days when school is canceled due to inclement weather as soon as practical. In the event the employee does not wish to report to work, the employee has the option to take a vacation day, a leave without pay, or to make up the lost time. An exception to the above will apply when the Superintendent specifically orders all school buildings closed to all employees due to extremely severe weather conditions. In that event, the employee will suffer no loss of pay as a result of following the Superintendent's order. It is understood that decisions regarding building closure are within the sole discretion of the Superintendent and are not subject to the grievance and arbitration procedure.

If opening is delayed, employees will report in accordance with the delayed schedule and will be paid at their regular daily rate. If a supervisor requests an employee to report at the regular starting time, the employee will receive compensatory time at the regular rate.

ARTICLE 19 – OVERTIME

All work in excess of seven (7) hours a day or thirty-five (35) hours in a week shall be paid at the rate of time and one-half (1 ½) of the employee's regular rate. All overtime work must be approved by the employee's immediate supervisor.

Overtime compensation may be taken at the employee's option in the form of compensatory time at the time and one-half rate to be scheduled with the approval of the employee's immediate supervisor.

Employees called back to work on the same day after having completed her/his assigned work and left her/his place of employment and before his/her regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. She/he will be guaranteed a minimum of two (2) hours pay at time and one-half.

ARTICLE 20 – CREDIT FOR TOWN SERVICE AND SCHOOL SERVICE

Any employee who transfers from a full time position within the school department or from a full time position with the Town of Scituate to employment within the bargaining unit shall transfer all accumulated sick leave but not to exceed the maximum provided for in this Agreement prorated for part-time personnel.

For purposes of determining eligibility for benefits which have a service requirement, employees will be credited with all full-time continuous uninterrupted service with either the school department or the Town of Scituate provided said service was immediately prior to joining the bargaining unit. Part-time service of ten months would be prorated.

ARTICLE 21 – FLEXIBLE BENEFITS PLANS

Members of the Bargaining Unit may participate in the contributory benefits plan and the dependent care assistance plan offered by the Town.

ARTICLE 22 – GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible under procedures of maximum informality and flexibility. An employee shall have the right to present a grievance and have it promptly considered on its merits. Employees subject to this agreement shall not suffer a loss of pay for time spent in conferring and meeting on a grievance.

DEFINITION

- A. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, including, but not limited to, layoff, discharge, suspension, promotion or demotion.
- B. As used in this Article, the term “person” or “employee” shall mean also a group of employees having the same grievance.

ADJUSTMENT OF GRIEVANCES

STEP 1:

The Union representative shall present a grievance, in writing, to the immediate supervisor within five (5) school days after the act or condition which is the basis of the complaint occurred. The Union representative and the supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, an employee may present a grievance, personally, or may be represented by a Union representative. When the employee is represented, the employee may be present. The supervisor shall communicate his/her decision to the aggrieved employee within ten (10) school days after receiving the complaint.

STEP 2:

If the grievance is not resolved by Step 1, the aggrieved employee or the Union may appeal by forwarding the grievance, in writing, to the Superintendent within five (5) school days after he/she has received the Step 1 decision. The appeal shall include:

- A. name and position of grievant;
- B. a statement of grievance and the facts involved;
- C. the corrective action requested;
- D. name of Union representative at Step 1; and
- E. signature(s) of grievant(s) or Union representative.

The Superintendent will arrange for a meeting with the aggrieved employee and his/her Union representative, if any. The aggrieved employee shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement or of what is established policy or practice. The Superintendent or his/her designated representative shall issue his/her decision on the grievance as soon as possible, but not later than seven (7) days after the receipt of the appeal.

STEP 3:

The decision of the foregoing step may be appealed in writing by the employee or the Union, to the Committee for review within thirty (30) calendar days after the decision of the Superintendent has been received. The Committee shall meet with the aggrieved employee and the Union and/or the Union representative at its next regularly scheduled meeting. The School Committee shall deliver its written decision at the regular meeting next following or by the end of the twenty-one (21) calendar days from the hearing, whichever comes first.

ARTICLE 23 – ARBITRATION

A grievance which was not resolved at Step 3, under the Grievance Procedure, may be submitted to arbitration. The notice shall be filed within thirty (30) days after the denial of the grievance at Step 3 under the Grievance Procedure. It is understood and agreed that no matters relating to the power and

authority exclusively vested within the Committee by statute shall be submitted to arbitration under the provisions of this Agreement. It is further understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties related to events which occurred prior to the execution of this Agreement shall be submitted to arbitration under the provision of this Agreement.

The decision of the arbitrator shall be supported by substantial evidence on the record as a whole and shall be final and conclusive and binding upon all employees, the Committee, and the Union. The arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement; nor shall the arbitrator have jurisdiction in any case submitted or arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Committee to direct its employees; the assignment of work to employees; the shift schedules and hours of work or the rules and regulations to be made or applied for discipline.

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present his/her case or adduce any testimony.

It is agreed that during the term of this Agreement the arbitrator to whom the grievance shall be referred to for a decision shall be selected by the Committee and the Union. If the parties fail to select an arbitrator, the grievance shall be presented to the American Arbitration Association for disposition. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his/her written decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes, and both will abide by it.

The Committee agrees that it will apply to all substantially similar situations the decision of the arbitrator, and the Union agrees that it will not bring or continue, and that it will not represent any employees in any grievance which is substantially similar to a grievance denied by the decision of any arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

ARTICLE 24 – MISCELLANEOUS

Representatives of the Union may enter the premises of the Committee after requesting and receiving permission of the building Principal. It is agreed that such representatives will not interfere with the performance of duties assigned to the employees.

The Committee shall furnish the Union a list showing the sick leave days accumulated by each employee on or before February 1.

Employees shall have access to their personnel files. As each new entry is made, the employee will be furnished a copy of entry.

ARTICLE 25 – TECHNOLOGICAL CHANGE

In the event the Committee requires bargaining unit members to implement technological or software changes, the Committee will provide appropriate training for such changes at no cost to the bargaining unit member.

ARTICLE 26 – TRAVEL REIMBURSEMENT

An employee, when required to travel by personal automobile or public transportation in the performance of school-related duties, shall be entitled to reimbursement for the public transportation fares paid or, for automobile use, mileage reimbursement at the rate generally in effect for employees of the town of Scituate.

ARTICLE 27 – LABOR/MANAGEMENT COMMITTEE

Upon receipt of a request from SEIU, a designated representative of management will meet two times per year with a committee consisting of two members of the Union to discuss work-related issues and concerns.

ARTICLE 28 – CHECKOFF

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, and, in accordance with, shall certify to the Town Treasurer all payroll deductions for the payment of dues to the Union duly authorized by employees covered by the Contract.

Union dues will be deducted in equal amounts from two paychecks a month. The monies and list of people paying dues and agency fees will be remitted to the Union monthly.

ARTICLE 29 – WAIVER

The Union and the Committee agree that each has had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract, and that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE 30 – CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice shall be mailed to the authorized parties' signatory to the Agreement prior to the thirty (30) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek the establishment of a meeting for purposes of discussion and amicable accommodation for the desired

changes. Nothing in the article shall preclude the Union from modifying any previous proposals during the course of the negotiations.

ARTICLE 31 – DURATION

This agreement shall be in effect from October 18, 2008 through June 30, 2012, and thereafter from that date from year to year unless either party by written notice to the other given in less than sixty (60) days prior to June 30, 2012, or to June 30th of any other subsequent year, shall express its intention of terminating or modifying this Agreement on such date.

ARTICLE 32 – SAVINGS CLAUSE

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 33 – RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement, and its terms and conditions, and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 34 – AGENCY SERVICE FEE

For any member of the Bargaining Unit, not a member of the Union, it shall be the condition of his/her continued employment during the life of this Agreement that he/she pay to the Union on or after his/her thirtieth day of employment an Agency Service Fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The Agency Service Fee may be deducted from the salary of any employee who signs an authorization in accordance with the provisions of Chapter 180, Section 17G of the General Laws and transmitted directly to the Treasurer of the Union.

Agency Service Fees will be deducted in equal amounts from two paychecks a month. The monies and list of people paying dues and agency fees will be remitted to the Union monthly.

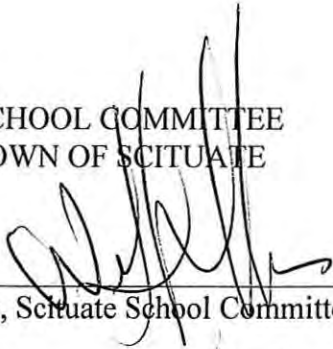
ARTICLE 35 – TRAINING

When an employee is requested to attend a school sponsored training program, the employee will be excused from regular duties and will be paid for all hours spent in training.

ARTICLE 36 – TUITION REIMBURSEMENT

Each employee may receive reimbursement for one hundred (100%) percent of actual verified costs for educational courses, on a first-come, first-serve basis, up to a maximum of five hundred (\$500) dollars per contractual year; provided however, that in no event shall the costs to the Committee in any one contractual year exceed three thousand dollars (\$3,000). In order to qualify for reimbursement, each course must be offered by an accredited college or university, and must be related to the employee's job duties. Certificate courses from any establishment shall also qualify as long as they are related to the employee's duties.

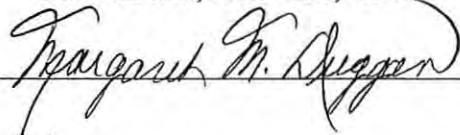
SCHOOL COMMITTEE
TOWN OF SCITUATE



Chairperson, Scituate School Committee

Date 11/2/2009

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 888, AFL-CIO, CLC



Michelle Moran



Date Dec. 14th, 2009

APPENDIX A – SALARY SCHEDULE

Clerks and Secretaries Salary Schedule

	<u>Fiscal Year 09</u>	<u>Fiscal Year 10</u>	<u>Fiscal Year 11</u>	<u>Fiscal Year 12</u>
<u>GRADE II 10-Month Secretary</u>				
Step 1	\$528.87	\$528.87	\$544.74	\$561.08
Step 2	\$551.55	\$551.55	\$568.10	\$585.14
Step 3	\$575.55	\$575.55	\$592.82	\$610.60
Step 4	\$604.48	\$604.48	\$622.61	\$641.29
Step 5	\$649.74	\$649.74	\$669.24	\$689.31
Step 6		669.24	\$689.31	\$709.99
<u>GRADE III Early Childhood</u>				
Step 1	\$563.47	\$563.47	\$580.38	\$597.79
Step 2	\$587.92	\$587.92	\$605.56	\$623.73
Step 3	\$608.96	\$608.96	\$627.23	\$646.04
Step 4	\$640.46	\$640.46	\$659.68	\$679.47
Step 5	\$696.21	\$696.21	\$717.09	\$738.61
Step 6		\$717.09	\$738.61	\$760.77
<u>GRADE IV High School Guidance</u>				
Step 1	\$583.86	\$583.86	\$601.37	\$619.41
Step 2	\$621.61	\$621.61	\$640.25	\$659.46
Step 3	\$652.53	\$652.53	\$672.10	\$692.26
Step 4	\$680.02	\$680.02	\$700.42	\$721.43
Step 5	\$747.27	\$747.27	\$769.68	\$792.77
Step 6		\$769.68	\$792.77	\$816.56
<u>GRADE V Administrative Secretary</u>				
Step 1	\$637.61	\$637.61	\$656.74	\$676.44
Step 2	\$679.22	\$679.22	\$699.60	\$720.59
Step 3	\$720.77	\$720.77	\$742.40	\$764.67
Step 4	\$762.40	\$762.40	\$785.27	\$808.83
Step 5	\$832.99	\$832.99	\$857.98	\$883.72
Step 6		\$857.98	\$883.72	\$910.23

*Movement to Step 6 requires a minimum of twenty-five (25) years of public school service. Effective until June 30, 2012.

* Effective July 1, 2008 reclassify all “Grade I Clerks” employed as of July 1, 2008 as “Grade Ten-Month Secretaries” by placing each said Clerks at the first step that will give them a raise in Grade II Ten-Month Secretaries Salary Schedule.

* Effective July 1, 2008 reclassify all “Secretaries to School Administration Grade IV,” except High School Guidance, employed as of July 1, 2008 as Grade V Administrative Secretaries by placing each said Secretaries to School Administration at the first step that will give them a raise in Grade V Administrative Secretaries.

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