

AGREEMENT
BETWEEN
METHUEN SCHOOL COMMITTEE
AND
METHUEN EDUCATIONAL SECRETARIES
ASSOCIATION
2012 ~ 2015

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AGREEMENT

This agreement is made and entered into by and between the Methuen School Committee (his/hereinafter referred to as the “Committee”) and the Methuen Educational Secretaries Association (his/hereinafter referred to as the “Association”), this 10th day of December, 2012.

**ARTICLE ONE
RECOGNITION**

- 1.1 The Committee hereby recognizes, for the purpose of collective bargaining, the Methuen Educational Secretaries Association as the sole and exclusive representative for regularly employed persons in the following jobs: All regular full-time (including 30-hour and part-time) employees with job titles listed on Appendix A employed by the Methuen School Committee, including all permanent, provisional, temporary and temporary after certification, excluding managerial, supervisory, confidential, administrative and intermittent and all other employees employed regularly or from time-to-time by the Committee. Part time employees include both school year and calendar year employees who are expected to work at least fifteen hours per week.
- 1.2 The parties to this Agreement shall not discriminate against any employee because of race, creed, color, religion, nationality, sex, age, marital status or physical handicap or by reason of the employee's membership or non-membership in the Association or by reason of any activity in, with and/or for the Association not in contravention of any provision of this Agreement or law.
- 1.3 It is recognized that the Methuen Public Schools is an Affirmative Action / Equal Opportunity Employer and service provider.
- 1.4 A list of officers and negotiating team members shall be provided to the Business Administrator annually prior to October 1st of each school year.
- 1.5 No reprisal (including reprimands, involuntary transfers and other/her forms of discipline) shall be taken by the Committee and/or any other/her Administrators against any member of the Association for the reason of that membership in or participation in activities of the Association. In the grievance procedure a grievant may be represented by no more than three (3) Association members. Work missed for any Association related business shall not be made up as over-time nor will substitutes be provided for this purpose.

**ARTICLE TWO
MANAGEMENT RIGHTS**

- 2.1 It is recognized that the Committee reserves and retains and will continue to do so, whether exercised or not, the sole and exclusive rights, powers and authority to control, direct and manage the affairs and operation, in all its aspects, of the public schools of Methuen, Massachusetts. These rights, powers, and authority shall not be exercised in a manner inconsistent with the terms and provisions of this Agreement. No action taken by the Committee with respect to the exercise of such rights, powers, and authority other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and/or arbitration provisions of this Agreement.

ARTICLE THREE GRIEVANCE PROCEDURE

- 3.1 For purposes of this Agreement a grievance is defined as a complaint by an employee, that as to him, there has been a direct violation of the express terms of a specific provision of this Agreement. All grievances must be in writing and signed by the grievant, setting forth in detail the nature of and all the facts giving rise to the grievance, the contract provision(s) alleged to have been violated and the relief requested. Said grievance must be processed in accordance with the levels, time limits and conditions set forth below in this Article. Saturdays, Sundays, and legal holidays shall not be counted in the computation of any period of time specified in this section.
- 3.2 Procedure for Processing a Grievance.
- A. Level One: The grievance shall be presented to the employee's immediate administrator within twenty (20) business days of the employee knowing, or should have known, of the act or condition on which the grievance is based. Said Administrator will meet with the grievant within three (3) business days of receipt of the grievance, and within five (5) business days following said meeting shall render his/her decision in the matter.
 - B. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or no decision is rendered within five (5) business days of the meeting with the grievant, the aggrieved employee may file the grievance in writing with the Business Administrator within five (5) business days of receipt of the decision or the allotted time period in which a decision shall be rendered. The Business Administrator will render his/her decision within ten (10) business days of receipt of the grievance or within ten (10) business days of meeting with grievant should such meeting become necessary.
 - C. Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision is rendered within ten (10) business days of formal meeting with Business Administrator or of receipt of the grievance to the Superintendent within five (5) business days of receipt of the decision or the allotted time period in which a decision shall be rendered. Said submission shall be in writing. The Superintendent will render his/her decision within ten (10) business days of receipt of the grievance or within ten (10) business days of meeting with grievant should such meeting become necessary.
 - D. Level Four: If the grievant is not satisfied with the disposition of the grievance at Level Three, or no decision is rendered within ten (10) business days of formal meeting with the Superintendent or of receipt of the grievance, the grievant may elect to submit the grievance, the grievant to the School Committee within five (5) business days of receipt of the decision or the allotted time period in which a decision shall be rendered. Said submissions shall be in writing. The Committee shall render its decision within fifteen (15) business days of receipt of the

grievance or within fifteen (15) business days of meeting with grievant should such meeting become necessary.

- E. Level Five: If the Association is not satisfied with the disposition of the grievance of Level Four, or no decision is rendered within fifteen (15) business days of receipt of the grievance, the Association may elect to submit the grievance to arbitration within five (5) business days of receipt of the decision or the allotted time period in which a decision shall be rendered. The Arbitrator shall be selected by mutual agreement of the parties. If the parties fail to appoint an Arbitrator s/he shall be selected from a list of Arbitrators supplied by the American Arbitration Association. The parties will be bound by the rules and regulations of the American Arbitration Association. The costs of said arbitration shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding.
- 3.3 The Arbitrator shall have the authority only to interpret, apply, or determine compliance with provisions of this Agreement as related to the grievant and specific alleged violation thereof, lack of which will constitute grounds for non-arbitrability of the grievance.
- 3.4 Grievances at Level One, Level Two and Level Three shall be held during the course of the normal hours of operation of the Central Business Office.
- 3.5 Any employee who is a grievant shall have the right to be represented by the Union at any step in the grievance process at the employee's request.

ARTICLE FOUR JOB POSTING

- 4.1 When a job becomes vacant, it shall be posted for ten (10) working days. The Building Principal will arrange an interview each finalist and upon completion of the interview process, the Building Principal will recommend a finalist to the Business Administrator. The Business Administrator will make a recommendation to the Superintendent of Schools. In filling of vacancies, the Committee shall consider the seniority of the respective candidates.
- 4.2 In the event only one employee bids on a vacant position, he/she may be appointed to the position only if he/she meets the requirements of the civil service specification for the vacant job title. The employee appointed to the vacant position shall be compensated at the assigned lateral rate of pay as provided (see Appendix A), and shall serve a probationary period of thirty (30) working days on the new job, at the end of which time the Superintendent or his/her designee may cause the employee's reassignment to his/her former job and pay rate if the Superintendent or his/her designee finds that his/her performance is unacceptable. The unsuccessful senior candidate will be notified in writing, on request, the reasons for his/her non-selection.

- 4.3 At any time during, or at the completion of, said probationary period the appointed employee may elect to return to his/her former job and hourly rate of pay without prejudice or penalty subject to the approval of the Superintendent of Schools or his/her designee. Such reassignment or voluntary election to return to the former job shall not be subject to the grievance and arbitration provisions of this Agreement.
- 4.4 No permanent job transfer shall occur unless a job posting has been issued as herein provided except that the Superintendent may make job reassignments for a limited duration to meet exceptional, emergency, or special situations and said employee shall be compensated accordingly upon the completion of the second consecutive week of work if the temporary reassignment is of a higher rate of pay. No employee shall suffer reduction in his/her assigned hourly rate because of such job reassignment.
- 4.5 The employee will not be required to obtain a replacement for his/her position, should he/she be out of work due to vacation, sickness, personal time, bereavement leave, or other approved absence.
- 4.6 Effective July 1, 2013, the positions of Sub Caller and Student Activity Account Monitor should be posted annually during the first two weeks of August at their stipend rate. The job will go to the person with the most seniority and who meets the qualifications. The Student Activity Account Monitor working in the Central Administration Office will receive the larger stipend. No employee will have more than one of these positions unless approved by the Superintendent of Schools after discussion with the Unit D Chairperson/Co-Chairpersons.

ARTICLE FIVE EMPLOYMENT POLICY

- 5.1 A Calendar Year employee assigned to a permanent job shall work seven hours per day, thirty-five hours per week throughout the calendar year and shall be eligible for vacation leave as provided by this Agreement. Effective July 1, 2012, no employee will be required to work on days in which school is closed due to inclement weather and no accumulated leave will be charged for these days. If an employee working at the Central Administration Office is required to work on such a day, they will be compensated at time and half their regular pay.
- 5.2 A School Year employee assigned to a permanent job shall work the established and assigned hours per day that school is open and in session.
- 5.3 The Superintendent or his/her designee may employ temporary personnel, from time-to-time, to fill vacancies or to meet exceptional and emergency conditions and requirements.
- 5.4 A regular employee, as defined in 5.1 and 5.2 above, shall be compensated for a full work day in the event his/her office is closed at a time earlier than the regularly scheduled closing hour.

- 5.5 Any member of the bargaining unit who is a candidate for a vacancy covered under this Agreement will be notified within five working days after an appointment to said vacancy has been made.
- 5.6 The seniority status of a regular employee shall be established by the below-listed criteria in order of descending priority:
- A. Date of Appointment – Methuen Public Schools
 - B. Date of Employment - Methuen Public Schools
 - C. At the discretion of the Superintendent of Schools after discussion with the Unit D Chairperson/Co-Chairpersons
- 5.7 Consistent with the terms of M.G.L. Chapter 71, Section 55A, no secretary shall be liable for damages as a result of any emergency first aid or treatment which he/she in good faith renders to any student in the Methuen Public Schools. Further, the School Committee agrees to indemnify and save harmless the secretary in such situations.
- 5.8 Any current employee classified as a permanent civil service employee will be afforded the same protections under this agreement as they would have had if they remained under Civil Service.
- 5.9 An uninterrupted half-hour lunch period will be “guaranteed” to all personnel. If, for some reason, an employee were requested to work their lunch period, then that individual would receive an overtime payment at time-and-one-half, for the one-half hour worked.
- 5.10 If an employee leaves the Methuen Public Schools and returns to a position in the Methuen Public School system within one calendar year, he/she will retain all of his/her previous benefits, to include vacation leave, seniority, sick leave, pay rate, etc.
- 5.11 All discipline and discharge shall be for just cause.
- 5.12 All observations of the work performance of a Unit D Employee shall be conducted openly and with the full knowledge of the employee. Each employee shall be evaluated once annually prior to June 30. This tool will be created collaboratively between the Superintendent and the President of the Association.

ARTICLE SIX WAGE POLICY

- 6.1 Reference Appendix A for the applicable Wage Schedule and Policy. The following wages shall be implemented:
- Effective July 1, 2012- 0% increase
 - Effective July 1, 2013- 2% increase
 - Effective July 1, 2014- 2.5% increase

6.2A A regular full time employee is one assigned to a permanent position and an established job, including provisional and temporary provisional, and who works an assigned job encompassing at least six (6) hours per day. These full time employees who are working under a grant can work up to thirty five (35) hours a week for a full year with a renewal letter from the Superintendent of Schools that is approved by the Unit D Chairperson – providing that grant funds are available to support the position. In the event that grant funds are depleted, the employee will return to their originally assigned work schedule and shall not be allowed to “bump” an employee with more regular hours regardless of seniority.

6.2B A regular part time employee is one assigned to a permanent or temporary position that is normally expected to work at least fifteen hours per week. Part Time Employees (defined as an employee who works less than thirty (30) hours per week) will be limited to four (4) positions at any given time. If a part time position is moved to full time, it shall be posted. Part time employees shall accrue sick leave and vacation benefits on a prorated basis. Part time employees whose wages are funded by a grant can work up to thirty (30) hours a week for a full year with a renewal letter from the Superintendent of Schools that is approved by the Unit D Chairperson – providing that grant funds are available to support the position. These employees will be eligible for insurance benefits if they are regularly scheduled to work at least twenty (20) hours per week, provided the employer share of the health premium is paid from grant funds. In the event that grant funds are depleted, the employee will return to their originally assigned work schedule and shall not be allowed to “bump” an employee with more regular hours regardless of seniority.” Should the employee’s regularly scheduled hours drop below 20 hours/per week, they will no longer be eligible for insurance benefits.

- 6.3 An employee required to work more than seven hours per day or thirty-five (35) hours per week shall be compensated at the rate of one and one-half times his/her then assigned hourly rate of pay for all said extra hours worked.
- 6.4 An employee who is transferred or promoted from one position to a different position with a higher pay schedule shall be placed on the same step level as their current step, but within the higher pay schedule.
- 6.5
1. The District may, for any designated time period (minimum of one month), increase an employee’s hours of work not to exceed forty (40) hours per week.
 2. It is also agreed that for this designated time period wages will be paid at the employee’s regular hourly wage and that current provisions of Article 6.3 does not apply.
 3. It is agreed that said increase in hours will not automatically renew and is contingent upon assignment and funding.
 4. The Supervising Principal of each school will split any extra hours among the School Secretaries.
 5. When all factors are equal, seniority will be the deciding factor.

- 6.6 Effective July 1, 2013, the District agrees to an increase in weekly hours from thirty-five (35) to thirty seven and ½ hours (37.5) for five (5) positions per fiscal year. The increase in hours needs to be warranted and wanted by the employee. The decisions as to which positions will be increased in weekly hours will be made at the discretion of the Superintendent of Schools after discussion with the Unit’s Chairperson/Co-Chairpersons. If an employee leaves their position it will remain a thirty seven and ½ hours (37.5) hour a week position and posted as such.

ARTICLE SEVEN HOLIDAYS

- 7.1 A calendar year employee shall be eligible for the following holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Columbus Day
President’s Day/Washington’s Birthday	Veterans’ Day
Good Friday	Thanksgiving
Patriot’s Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day after Christmas

The Superintendent or his/her designee may, in his/her sole discretion, grant a one-half holiday on the day immediately preceding Thanksgiving Day, Christmas Day, and New Year’s Day.

- 7.2 A school year employee shall be eligible for the following holidays:

Labor Day	Day after Thanksgiving
Columbus Day	Christmas Day
Veterans’ Day	Martin Luther King’s Birthday
Thanksgiving Day	Good Friday
Memorial Day	Independence Day (only if work year extends
New Year’s Day	beyond this day)

The Superintendent or his/her designee may, in his/her sole discretion, grant a one-half holiday on the last day worked preceding the commencement of the Thanksgiving recess and the Christmas recess.

- 7.3 A holiday occurring on either/her a Saturday or Sunday shall be celebrated on the next succeeding Monday or preceding Friday provided that the Methuen Public Schools are closed on said Friday or Monday.

- 7.4 An employee must work his/her assigned work day immediately preceding and immediately following the holiday in order to receive pay for the holiday; however upon good cause shown with reasonable time of notice, the Committee may waive the requirements of this provision so as not to disqualify an employee from receiving said holiday.

**ARTICLE EIGHT
VACATION LEAVE**

8.1 A full time calendar year employee shall be eligible for the following paid vacation leave.

MORE THAN	BUT LESS THAN	LEAVE DAYS PER YEAR
Thirty weeks	One year	Five days
One year	Five years	Ten days
Five years	Ten years	Fifteen days
Ten years	Fifteen years	Twenty days
Fifteen years	Twenty years	Twenty-five days

8.2 A full time school year employee shall be eligible for five paid vacation leave days provided he/she has worked at least thirty weeks during said school year.

8.3 An employee's last date of continuous employment shall be used to determine the length of employment service for the purpose of computing available vacation leave.

8.4 A school year employee who transfers to a calendar year position shall be credited for all immediately prior continuous employment service for the purpose of computing available vacation leave.

8.5 If an employee who was hired prior to the 1998 contract resigns or retires, they will not have their remaining vacation time pro-rated (since at the time they were hired, vacation time was not given until the completion of a full year of service).

**ARTICLE NINE
SICK LEAVE**

9.1 A. An employee will be able to use ten days per school year from said eighteen days to care for member of the immediate family who is ill and requires the attendance and care of the employee.

B. Unused sick leave days may be accumulated from year to year to a maximum of two hundred twenty-seven days for calendar year employees and one hundred ninety-three days for school year employees.

C. Those employees who have presently accrued more unused sick days than the above stated maximum, shall retain the total number of accumulated sick days earned through June 30, 1988, but additional days shall not be credited to the employee until the number of sick days has been reduced by use to a number below that of the maximum allowed. Then, additional days shall be credited not to exceed the maximum allowed as they may have been earned.

D. Each clerical employee shall be given a written statement by December 1st of his/her number of sick leave days he/she has to his/her credit.

- E. The Superintendent may, at his/her discretion, require medical documentation or an examination by a physician, elected by the Superintendent at the Committee's expense, for each absence in excess of ten cumulative days in a work year. The physician's certificate must contain the following information:
- a. The nature of the illness.
 - b. A statement indicating that the employee is unable to perform his/her duties.
 - c. A statement as to the duration of the disability.

The Superintendent reserves the right to require an employee to be examined by an independent physician for the purpose of rendering a second opinion at the expense of the School Department. The opinion of the independent physician shall prevail in a case where the independent opinion is different than that of the employee's physician.

The Association reserves the right to require an employee to be examined by an independent physician for the purpose of rendering a third opinion the expense shall be shared equally by the Association and the School Department. The opinion of this independent physician shall prevail in a case where the independent opinion is different than that of the School Department's physician.

Failure to comply with this provision could result in further disciplinary action by the School Department.

- F. A regular employee shall be granted sick leave with pay for non-worked related illness or injury under the following terms and conditions:

Accrual-Sick leave will be credited 1.50 days monthly for employees with less than three years of service. After achieving 3 years experience, 18 days of sick leave will be posted to each person's account on July 1st for year-round secretaries and September 1st for the school year secretaries.

Accumulated sick leave is available for use in the following manner:

- 1) When it is established that a person is incapacitated for performance of his/her regular duties;
- 2) For medical, dental or optical examination or treatment;

Sick Leave Abuse Policy
Sick Time Abuse

Both parties to this agreement believe that paid sick time is an important benefit for employees and that any abuse of sick time is detrimental both to the students of Methuen and the membership of the Association. While recognizing that only a small fraction of employees may abuse sick time, the parties agree that no abuse of sick time should be tolerated or condoned.

“Situations which suggest abuse” shall be defined as more than four (4) absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

When the record of repeated absence reflects a pattern of abuse, the Principal/ Supervisor shall notify the Superintendent immediately and meet with the employee in order to determine whether the employee has a valid reason to justify such absences. The employee shall be informed that he/she may have a union representative present at this meeting.

The Principal/ Supervisor shall provide written notice within five (5) school days following such meeting to any employee whose excuse for absence was deemed unacceptable and subsequently may require a medical certificate.

Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition within the limits of the law and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other health care provider.

In any situation, which persists to the point where the Principal/ Supervisor deems it necessary to consider disciplinary action against an employee for suspected abuse of sick time, the Principal/ Supervisor will immediately notify the Superintendent and the President of the Union/Association.

No action undertaken more than one year previously without recurrence of such abuse shall be considered in evaluating situations, which suggest abuse in subsequent school years.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick time and agrees to reasonably interpret and apply this provision.

G. Any employee covered by this agreement who is absent two or fewer sick and unpaid days per year will receive a bonus of \$400 by the last day of school in June.

9.2 Sick Leave Buy-Back will be granted at a rate of \$30 per day, out of accumulated sick leave, for up to a maximum of 227 days for calendar year employees, and 205 days for school year employees. In order to qualify for this benefit, secretaries will not be allowed to exceed fifteen days of absence due to illness during their last year of employment. However, the Superintendent at his/her discretion may grant an exception to this fifteen day limitation for physician documented serious illness extending fifteen days or more in length, i.e., extensive surgery or hospitalization

Notice of intent to retire must be provided by the employee no later than January 15th of the school year prior to the school year at the end of which he/she intends to retire.

ARTICLE TEN SICK LEAVE POOL

- 10.1 The Committee and the Association agree to establish a Sick Leave Pool for the members of the bargaining unit which shall be administered by the Superintendent, or his/her designee, according to the following guidelines:
- A. Each secretary may voluntarily become a member of this Sick Leave Pool for Secretaries.
 - B. As requirement of membership in the Sick Leave Pool each participating member shall voluntarily donate one day per year from their own sick leave entitlement to the pool which shall be effective on the first day of school of a school year. After five (5) years of membership in the pool, members will no longer need to donate annually unless the pool of available days drop below 100.
 - C. An individual shall not lose membership in the pool should that participating member be out for an extended period of time.
 - D. Each sick leave pool member may receive a Sick Leave Pool benefit of up to a maximum of ten days in a school year. All requests for access to the Sick Leave Pool must be approved by the Association's Officers before submitting the Sick Leave Pool request form to the Business Administrator. The Business Administrator will submit the Sick Leave Request to the Superintendent for approval, both the Superintendent and the Association Officers must approve the sick leave request.
 - E. The existence of the Sick Leave Pool is a privilege rather than a convenience, therefore, days will be granted from the Pool only in cases of serious injury or illness verified by a physician's certificate which demonstrates a genuine disability and includes clarification of what the patient can do or cannot do in relation to assigned duties.
 - F. The use of the Sick Leave Pool is limited to one hundred eighty-two days maximum per illness, and limited to employees who have been employed five years or more in the Methuen Public Schools. Employees who have been employed less than one year, are not eligible for days from the Sick Leave Pool. Employees who have been employed more than one, but less than five years, will be entitled to only fifty days from the Sick Leave Pool.
 - G. Each party agrees to allow the emergency granting of ten (10) days from the sick leave pool if approved the chair/co-chairs and the Superintendent in order to not interrupt paychecks for an individual. Once the member has submitted all the proper documentation, the member can apply for more sick leave pool days should the member show a need.

H. All participating members shall sign an affidavit indicating their desire to join the pool. Continued membership from year to year shall be automatically assumed as long as the participating member is employed as a member of the bargaining unit. A participating member shall sign an affidavit indicating their termination of membership in the Sick Leave Pool if the individual will be continuing as a member of the bargaining unit but desires not to continue voluntary participation in the Sick Leave Pool.

I. Procedures:

- a. Obtain a Sick Leave Pool Request Form from the personnel office (Business Administrator). Fill out this form providing all information requested and attach physician's certificate which explains: (1) the nature of the illness and (2) the expected number of days requested to be out of work.
- b. Return the Sick Leave Pool Request Form and the physician's certificate to the personnel office (Business Administrator) with a copy to the Methuen Educational Secretaries Association. A second medical certificate may be requested from a physician approved by the Methuen Public Schools.
- c. A doctor's certificate may be required upon return from an absence of three or more days. The employee must notify his/her Supervisor on or before the first day of the absence informing the Supervisor as closely as possible when the employee expects to return to work. The employee is expected to keep his/her Supervisor informed during his/her absence as to the expected duration of such absence. If deemed to be in the best interest of the Superintendent or his/her designee, a physical examination of the employee may be required, such examination to be administered by a Committee selected physician and without charge to the employee.
- d. An employee shall not suffer any loss of sick leave accumulation during any period of absence from work due to any injury arising out of and in the course of the performance of assigned duties for a period of one calendar year from the date of said injury. It is understood that while there shall be no loss of sick leave accumulation during said period, there shall be no additional accumulation of said leave during said period.

ARTICLE ELEVEN PERSONAL DAYS

- 11.1 An employee may be allowed up to and including three days of leave with pay each school year subject to the approval of the Superintendent for the purpose of transacting or attending to personal matters which require absence during school hours. Except in emergencies, the employee taking leave shall give his/her Supervisor written notice of his/her desire to take such leave and reasons this/therefore, at least three days prior to the proposed absence.

Any unused personal leave days on June 30 of a given year, will be added to the employee's accumulated sick leave.

- 11.2 Personal days cannot be used the first or last day of the school year, the day preceding or following a holiday or two days in a row unless an explanation is provided to and approved in advance by the Superintendent.

ARTICLE TWELVE BEREAVEMENT LEAVE

- 12.1 Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) working days following a death in the immediate family. The immediate family shall be defined as husband, wife, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Bereavement leave of two (2) day shall be allowed for the death of a blood relative of an employee who is the employee's aunt, uncle, great grandparent, niece or nephew. Said bereavement day shall be the day of the funeral and the time so granted for the purpose of attending said funeral.

At the discretion of the Superintendent of Schools, this leave may be extended.

ARTICLE THIRTEEN MATERNITY LEAVE

- 13.1 A regular employee, upon becoming pregnant, shall furnish the Superintendent or his/her designee with a report of examination from his/her physician stating expected date of delivery and indicating her ability to continue the performance of her job in a safe and effective manner. The Superintendent or his/her designee may require that the employee, prior to the taking of and/or upon returning to work, following a maternity leave of absence, be examined by an employer designated physician whose fee shall be paid by the Superintendent or his/her designee for the purpose of establishing, to the satisfaction of the Superintendent or his/her designee, the employee's ability to perform her assigned responsibilities in an effective and safe manner.
- 13.2 A maternity leave of absence without pay may be granted for a period of up to one year commencing from the time the employee is absent from her employment for the purpose of giving birth provided the employee has completed the probationary period as herein established, and has given two weeks notice of anticipated date of departure from her employment, provided premature delivery does not prevent the giving of such notice. Though said leave itself will be without pay, the employee may use any of her accumulated sick leave for said period of time for which he/she will be disabled as a result of said pregnancy. Available vacation may be used at the option of the employee at any time prior to going on, or during said leave.

- 13.3 The employee on maternity leave of absence shall give at least thirty days notice to the Committee stating her intention to return to her position to insure that her return to work will cause the least amount of disruption to the orderly and effective operations of the Committee.

ARTICLE FOURTEEN JURY DUTY

- 14.1 A leave of absence shall be granted to an employee selected for and ordered to perform jury duty. The employee shall be paid the difference between his/her then assigned regular rate of pay and the pay which he/she receives from the Court for such service. In order to effectuate this, the employee will turn over the pay received from the court and the verification of jury service within three (3) weeks after the completion of his/her jury service.

ARTICLE FIFTEEN INSURANCE

- 15.1 The Committee, through the City of Methuen, shall assume the same share of the cost of the premium for each regular employee eligible for and electing participation in any City Medical Insurance plan as paid to all other City and School System employees.
- 15.2 The Committee, through the City of Methuen, shall pay fifty percent (50%) of the cost of the premium for each regular employee eligible for and electing participation in the life insurance program adopted and maintained by said City.

ARTICLE SIXTEEN TUITION WAIVER FOR EMPLOYEES' CHILDREN

- 16.1 Where space allows, all regular full-time members of the Association, who reside outside the City of Methuen, may have their school age children attend the Methuen Public Schools free of out-of-district tuition costs subject to the following conditions:
- A. The Methuen School Committee shall be under no obligation or liability for any special program expense in regard to such children.
 - B. The Committee shall be under no obligation to transport such children.
 - C. A child may only attend a Methuen Public School if there is an available slot for him/her. That is, the Committee is under no obligation to overcrowd a classroom or to hire additional staff, to fulfill the terms of this Article.
 - D. If a non-resident child becomes a discipline problem, any obligations under the Article, may be terminated by the Committee.
 - E. Decisions of the Committee in regard to any terms and conditions of this Article shall not be grievable or arbitrable.
 - F. The terms of this Article are effective beginning July 1, 1990.
 - G. Request for this consideration must be renewed each year.

**ARTICLE SEVENTEEN
NO STRIKE – NO LOCK OUT**

- 17.1 The Association agrees that there shall be no strike, work-stoppage, en mass quit, slowdown, or any other interferences with the usual and customary conduct of the educational and business affairs and activities of the Methuen Public Schools or any of its employees by the Association or any of its agents or members, and that neither the Association nor any of its agents or members will initiate, condone, sanction, or participate in any of the foregoing acts.
- 17.2 The Committee agrees that there shall be no lockout of the employees from their employment during the term of this Agreement provided the employees continue in the faithful performance of their assigned and directed duties and responsibilities.

**ARTICLE EIGHTEEN
EFFECT OF AGREEMENT**

- 18.1 This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations.
- 18.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees to the other shall not be obligated, to bargain collectively with respect to any subject matter referred not specifically referred to or covered in this Agreement even though such subjects or matters may or may not have been within the knowledge or contemplations of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE NINETEEN
SEVERABILITY**

- 19.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and shall be without force and effect except to the intent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE TWENTY REDUCTION IN FORCE

- 20.1 If the Superintendent or his/her designee undertakes to effectuate a reduction in force amongst employees governed by Chapter 31 of the Massachusetts General Laws, said reductions shall be accomplished consistent with the provisions thereof.
- 20.2 In the event the Superintendent deems it necessary to reduce the number of Unit D members at the end of the school year, the order of reduction shall be based on seniority in the district. The position which the Unit D Member holds may or may not be eliminated as part of this reduction in force. Notification of reduction in force will be given by June 1st.
- 20.3 Employees will be considered for recall for fifteen (15) months following said layoff. During this period, the District will notify each laid off employee based on seniority and offer any open positions. After the fifteen month time period, if any member has not been recalled, the list expires and his/her name is removed from the recall list.

ARTICLE TWENTY-ONE JOB TRAINING

- 21.1 If the Superintendent or his/her designee, in his/her sole discretion, requires that an employee undergo additional training to become proficient as the result of the implementation of new equipment, and/or procedures, said employee must be provided with comprehensive training. If training on a new program or new equipment cannot be done during the course of a regular school day, training will be provided after hours and employees will receive their hourly rate of pay at time and one-half.
- 21.2 Any employee covered by this Agreement who possesses an associate's degree from an accredited institute of higher education shall receive an annual stipend of two-hundred (\$200.00) dollars payable in the last pay period of the school year.
- 21.3 Alternately, any such employee who possesses a diploma or certificate from an accredited institution or higher education, indicating successful completion of at least a one year course of study or a prescribed equivalency of the same in the areas of secretarial, clerical, or business skills, shall be eligible to receive a stipend of one hundred (\$100.00) dollars in the last pay period of the school year. Award of the above stipends require the submission, prior to October 1 of a given school year, of an official transcript from the awarding institution which dates and documents the degree, diploma, or certificate awarded, and the courses completed leading to such an award.

**ARTICLE TWENTY-TWO
LONGEVITY**

22.1 Longevity:

Years of Service	Amount
5 Years	\$400
10 Years	\$550
15 Years	\$650
20 Years	\$800
25 Years	\$1,000
30 Years	\$1,200
40 Years	\$1,500

Longevity payments will no longer be directly tied to the employee's hire date. Payment of longevity checks will occur as of the first pay date in December. In order to provide for equitable treatment of all personnel, every current employee will receive credit for the entire school year in which they are hired, regardless of the month or day when this occurs.

**ARTICLE TWENTY-THREE
GENERAL**

23.1 The Unit D Executive Board should have five (5) days during the work year to use for association business such as attending local, state or national meetings.

**ARTICLE TWENTY-FOUR
DURATION**

24.1 This Agreement shall continue in full force and effect extending from July 1, 2012, through June 30, 2015, and shall terminate automatically upon that date.

24.2 If a successor Agreement is not in place at the time of termination of this Agreement, then all terms of this Agreement shall be deemed to continue in full force and effect until such successor Agreement shall be ratified by both parties.

24.3 This Agreement is subject to ratification by the Methuen School Committee and the Methuen Educational Secretaries Association.

**APPENDIX A
SALARY SCHEDULE
Effective July 1, 2012 (0% increase)**

Group I	I	II	III	IV	V
Secretary	18.20	19.50	20.82	20.92	21.02
Sr. Bookkeeper I					
Group II	I	II	III	IV	V
Principal Clerk & Secretary	19.94	21.22	22.54	22.63	22.73
Sr. Bookkeeper II					

Effective July 1, 2013 (2% increase)

Group I	I	II	III	IV	V	VI
Secretary	18.56	19.89	21.24	21.34	21.44	21.70
Sr. Bookkeeper I						
Group II	I	II	III	IV	V	VI
Principal Clerk & Secretary	20.34	21.64	22.99	23.08	23.18	23.44
Sr. Bookkeeper II						

Effective July 1, 2014 (2.5% increase)

Group I	I	II	III	IV	V	VI
Secretary	19.02	20.39	21.77	21.87	21.98	22.24
Sr. Bookkeeper I						
Group II	I	II	III	IV	V	VI
Principal Clerk & Secretary	20.85	22.18	23.56	23.66	23.76	24.03
Sr. Bookkeeper II						

STEP MOVEMENT

All school year employees shall advance to the next highest step on the Salary Schedule, effective the first payroll period of the new school year provided that the employee had been employed for the Methuen School Department for ninety-two consecutive workdays or more during the preceding school year.

All calendar year employees shall advance to the next highest step on the Salary Schedule effective July 1st of each year, provided that they had been employed by the Methuen School Department for ninety-two consecutive work days or more during the preceding school year.

METHOD OF PAYMENT

Year round Secretaries shall be paid their salaries in twenty-six bi-weekly payments on Thursday. If a holiday occurs on a Thursday, Secretaries shall be paid on the last workday before the holiday. This provision took effect on July 1, 1994.

School year Secretaries shall be paid their salaries in twenty-one bi-weekly payments on Thursday, commencing on the second Thursday after Labor Day. If a holiday occurs on a Thursday, Secretaries shall be paid on the last workday before the holiday. The last payment of the work year (21st check) shall be no later than the last workday of the year.

- A.1(a) The Superintendent or his/her designee may employ temporary and/or provisional employees from time to time compensating said temporary and/or provisional employees at a rate up to but not more than ninety percent of the base rate of said job.
- A.1(b) An employee appointed to a permanent full time position shall be compensated for the first thirty (30) days of such employment at ninety (90%) percent of the hourly rate then being paid to the job to which he/she is assigned. During said period of employment, the employee shall be considered to be on probation. Release of such employee from his/her employment during this probationary period shall be at the discretion of the Superintendent or his/her designee and not subject to the grievance and arbitration provisions of this Agreement. If the employee is retained beyond the thirty (30) days probationary period, he/she shall commence receiving the hourly rate of pay then appropriate for his/her regular job assignment herein provided and all benefits of this Agreement shall thereafter become effective.
- A.1(c) The Superintendent or his/her designee may employ individual employees and place them on the salary schedule, Appendix A1, according to their work experience at ninety (90%) percent of the appropriated step for the probationary period.
- A.2 An employee directed to work a higher hourly rated job than his/her current regular assignment shall receive for all continuous hours so worked in excess of thirty-five continuous hours on said higher rated job it's then assigned hourly rate of pay.

Except as amended hereby, said Agreement, between the Methuen School Committee and the Methuen Educational Secretaries Association, shall remain in full force and effect, subject to all of the terms and conditions set forth therein for the period of July 1, 2012 through June 30, 2015

(Date)

FOR THE METHUEN SCHOOL COMMITTEE:

FOR THE METHUEN EDUCATIONAL SECRETARIES ASSOCIATION:
