

AGREEMENT

HULL SCHOOL COMMITTEE

AND

HULL SCHOOL SECRETARIES ASSOCIATION OF MASSACHUSETTS LABORERS'
DISTRICT COUNCIL, LOCAL 1162, BROCKTON, MA

JULY 1, 2020 - JUNE 30, 2021

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ARTICLE I: RECOGNITION

1.1 The Hull School Committee recognizes and acknowledges the Hull School Secretaries Association of Massachusetts Laborers' District Council, Local 1162, Brockton, MA, as the exclusive collective bargaining agent, hereinafter referred to as the Association, in any and all matters relating to wages, hours, and working conditions.

1.2 The following are included in the Bargaining Unit: All full-time and part-time school secretaries.

1.3 The Association may have persons designated as delegates; in the bargaining unit within the jurisdiction of the particular Association. The delegates so designated will be recognized as the representatives of the Association and their names will be submitted to the Superintendent of Schools and the School Committee on or before reopening of an existing contract.

1.4 Definition of Full-Time:

All personnel hired after the execution date of this Agreement, employed as full-time status shall work a twelve month school year for eight hours per day when school is in session, starting when teachers return and for summer hours as outlined in 7.2.

Definition of Part-Time:

Personnel employed for less than full-time. Personnel employed for less than eleven (11) months will receive pro rata benefits.

1.5 All terms and conditions of the previous Agreement will be incorporated into the successor agreement as mutually agreed by both parties.

ARTICLE II: AMENDMENTS

2.1 The understanding between the Association and the School Committee has been set forth in the Agreement and the exhibits attached thereto.

2.2 Any amendment to this Agreement officially and mutually agreed to by the two parties concerned shall be committed to writing and signed by the duly authorized representatives of the parties.

ARTICLE III: INSURANCE BENEFITS

3.1 Group Insurance - The Town of Hull Employees Group Insurance Plan with all subsequent amendments shall be considered part of this Agreement or mutually agreed equivalent.

3.2 Hospital-Surgical-Medical - Any employee who works a minimum of twenty (20) hours per week will be eligible for hospitalization benefits if they desire to join the Town of Hull's Group Plan.

ARTICLE IV: ABSENCE FROM DUTY

SICK LEAVE

4.1 All personnel shall be credited with 1 1/4 days sick leave after each month of service.

4.2 All personnel shall be credited with the unused portion of sick leave up to a maximum of two hundred thirty (230) days.

4.3 If the amount of leave credit provided has been, or is about to be, exhausted, an employee may make application for additional allowance. Such application shall be made to the Superintendent, which is authorized to grant such additional allowances as it may determine to be equitable, after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting the request for additional allowance.

4.4 The Superintendent reserves the right to grant additional allowance up to fifteen (15) days, with the understanding the individual shall repay by services the number of days that have been granted. Repayment for Secretaries continuing in service will be from the following years sick leave as follows:

- (1) Five (5) days or less - to be paid the following year.
- (2) Six (6) days to ten (10) - over a two year period.
- (3) Eleven (11) to fifteen (15) days - over a three year period or sooner, if the employer so desires.

4.5 If the individual resigns from the School System and has on record "borrowing time," financial payment must be made to compensate for the balance of borrowed time.

4.6 An annual good health maintenance incentive of \$500 will be awarded to those secretaries who use zero sick days. An incentive of \$200 will be awarded to those who use one sick day.

PERSONAL LEAVE

4.7 Personal Leave - A maximum of four (4) days non-cumulative personal leave of absence without loss of pay and not to be deducted from sick leave in any one year may be granted for personal business that cannot be conducted at any other time. Reasons such as the following are given as examples:

- (a) Mandatory court appearance;
- (b) Legal business that cannot be transacted at any other time;
- (c) Commencement exercises at which the employee, his/her spouse, or child will be awarded a degree or diploma;
- (d) Wedding date and/or preparation for the wedding;
- (e) Religious holidays;

- (f) Any other reason approved by the Superintendent of Schools.

If a secretary feels that she does not want to put the reason in writing or provide it orally, she will not be required to do so. If the system's needs require it, the Superintendent may have to deny a request for personal leave.

4.8 Except in emergency situations, secretaries shall submit a written request for personal leave at least two (2) working days in advance.

4.9 Requests for personal leave may not be authorized on days preceding or following holidays or vacation periods.

4.10 If one or more personal days are taken because of religious holidays, an employee may appeal the maximum provision of four (4) days to the Superintendent.

4.11 The above provisions shall not be aggrievable beyond the Superintendent of Schools level.

FUNERAL LEAVE

4.12 Funeral Leave - Funeral Leave may be granted on the death of a member of an employee's immediate family up to a maximum of five (5) days, not to be deducted from sick leave. Immediate family is defined as: Mother, Father, Mother and Father-in-law, Spouse/Companion, Son, Daughter, Son-in-law, Daughter-in-law, Brother, Sister, Grandparents, Grandchildren, Stepchildren, or any other person residing in the same household.

4.13 In the case of the death of an employee's Spouse/companion Grandparents, the Employee will be allowed the days needed up to and including the day of the funeral or memorial services, but not to exceed three (3) days, and not to be deducted from sick leave.

FAMILY AND MEDICAL LEAVE

4.14 Childbearing Leave and Child Rearing Leave - A maternity leave of absence without pay up to one year will be granted.

4.15 A physician's certificate of fitness may be required before a Secretary may return to her position.

4.16 A Secretary who is on maternity leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. Upon her reemployment she shall be credited with prior service and accrued benefits.

4.17 An employee, at his/her option, may elect to use accrued vacation and personal leave while on leave as defined by the Family and Medical Leave Act of 1993. Sick days may be used only after all accrued vacation time has been used. Health and basic life insurance coverage will continue if the employee desires and arranges for payment of the employee portion of their premium.

OTHER LEAVE

4.18 The School Department agrees to pay the secretary's normal wages when on jury duty. The employee shall turn over to the Superintendent any compensation received from the court exclusive of travel expenses.

4.19 No salary deduction is made in case of absence of personnel by reason of being called to appear in court as a government witness or other tribunal.

4.20 Leave of absence shall not be granted to any employee for the purpose of taking up other employment.

ARTICLE V: HOLIDAYS

5.1 All personnel shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriot's Day	1/2 Day Before Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Day Following Thanksgiving Day
Independence Day*	December 24
Christmas Day	

*Applies to full-time personnel.

5.2 In addition to the above, any other day that may be declared a holiday by the Governor of the Commonwealth, General Court or Hull School Committee.

5.3 When a holiday occurs during an employee's vacation, the holiday shall not be counted against vacation time. All requests for vacations shall be made in writing and receive approval of the Principal and the Superintendent.

5.4 Should any holiday fall on a Saturday or Sunday, personnel shall be granted an additional day off with pay. It shall be celebrated in the approved manner on the preceding Friday or the following Monday as within the school schedule.

ARTICLE VI: VACATIONS

6.1 The eligibility of personnel to receive a vacation with pay within the current year shall be determined in accordance with the following schedule:

TIME EMPLOYED	LENGTH OF VACATION
After one (1) year	Two (2) weeks
After three (3) years	Three (3) weeks
After five (5) years	Four (4) weeks
After ten (10) years	Five (5) weeks

6.2 The following will apply to any individual secretary hired after June 30, 2004: All secretarial personnel must take vacations during times when school is not in session. If there is an administrator working during school vacation periods, there must be at least one secretary providing support. Exceptions to this clause will be approved on a case-by-case basis by the Superintendent and non-precedent setting. The decision of the Superintendent is final and not subject to the grievance provisions of the contract.

6.3 Current personnel receiving five (5) weeks vacation time must take no less than three (3) weeks during non-school time and two (2) weeks anytime during the school year. Three weeks may be taken during the school year at the discretion of the building principal.

6.4 Current personnel receiving four (4) weeks vacation must take no less than two (2) weeks during non-school time, and two (2) weeks anytime during the school year.

6.5 Current personnel receiving three (3) weeks vacation time must take no less than two (2) weeks during non-school time and one (1) week anytime during the school year.

6.6 Current personnel receiving two (2) weeks vacation must take no less than one (1) week during non-school time and one (1) week anytime during the school year.

6.7 All requests for vacations shall be made in writing (Request for Leave Form) and receive approval of Superintendent.

6.8 Three or four consecutive weeks' vacation may be granted by way of special request to the Superintendent of Schools.

6.9 Single day vacation may be granted up to a maximum of five (5) days at the discretion of the immediate supervisor with the approval of the Superintendent of Schools, in compliance with all other provisions of the contract.

6.10 While eligibility for vacation leave shall be computed from the first day of employment, no new employee shall be eligible to take vacation until said employee has worked a minimum of sixty workdays.

6.11 If a vacation request is administratively denied whether by the principal or the superintendent and it is impossible for the secretary to take earned vacation time, this time may be carried over to the following school year and be taken during time that school is in session, subject to the usual approval process.

6.12 Employees, with prior approval from the Superintendent and Principal, shall be allowed to carry over two weeks vacation credit into the following year. Any carryover vacation time must be used two weeks prior to the start of the subsequent school year. Any vacation not used will be unrecoverable.

ARTICLE VII: LENGTH OF WORKING DAY

7.1 When school is in session the normal workday shall be eight (8) hours including a thirty (30) minute lunch and fifteen (15) minute morning and afternoon break periods.

The normal work schedule shall be determined by the principal. The following shall be used as a guide only:

Jacobs School	8:00 AM - 4:00 PM
Memorial Middle	7:30 AM - 3:30 PM
High School	7:15 AM - 3:15 PM

The principal shall give a secretary a 30-day notice of a change in hours.

The eight (8) hour schedules for new hires after the execution of this contract will be determined by Principals in collaboration with the Superintendent.

If an emergency situation arises whereby school schedules required adjustment, the parties shall meet to negotiate any proposed changes taking into consideration school needs and employee concerns.

7.2 Summer work hours will continue to be twenty-three hours and thirty minutes weekly instead of the usual thirty-five hours. The hours will be from 8:00 a.m. until 3:00 p.m. on Monday through Friday. The practice of having a four-day work week during the summer while maintaining regular salaries will continue as long as there is secretarial coverage in each building each day. Arrangements for which of the four days per week will be worked during the summer can be made amongst the secretaries, with prior approval by the principals. Any disagreement over which four days shall be decided by the senior secretary. Summer work hours will commence on the Monday immediately preceding July 1 each year and run through the second Friday before school begins, when the usual work hours return.

A subcommittee of the Secretaries Association and the Administration will devise a mutually agreeable summer schedule by April 30th of each year.

7.3 For vacations during the school year, secretaries will work from 8:00 a.m. until 2:00 p.m.

A subcommittee of the Secretaries' Association and Administration will devise a mutually agreeable schedule for working hours for vacation time during the school year by April 30th of each year for the subsequent year.

7.4 Personnel shall be excused from work without loss of pay on any day when schools are canceled as the result of inclement weather or any other reason.

ARTICLE VIII: PROMOTIONS AND TRANSFERS

8.1 The following non-union positions shall be considered promotional opportunities for bargaining unit members. Such positions shall be posted for seven (7) days and consideration shall be given bargaining unit members:

Executive Secretary/Office Manager
Bookkeeper
Secretary to the Assistant Superintendent/Director of Student Services
Human Resources/Payroll Coordinator
Finance Coordinator

8.2 Temporary Transfers: Any employee who is required to function in a job out of the unit shall, with respect to such periods receive the pay entitlement on the higher pay scale, and it shall be retroactive to the first day of the assignment. This provision shall apply to vacation periods.

8.3 Overtime compensation at the rate of one and one-half times the employee's regular rate of pay will be paid for service actually performed on Saturday, Sunday, or legal holidays and for service performed in excess of the regular scheduled workday. The practice of comp time is hereby eliminated.

8.4 There shall be a probationary period of six (6) months for all new personnel hired before a contract is issued to them.

8.5 Professional Development: All secretaries will have opportunities for professional development in areas related to their job responsibilities. The parties have a mutual interest of improving the skills of the secretaries in the bargaining unit and have agreed to adopt Microsoft IT Academy as a professional development tool and skills assessment instrument. All members of the bargaining unit shall pass Microsoft Word 2003 at the core level by June 30, 2012. Failure to pass Microsoft Word 2003 core level by June 30, 2012, may result in termination of employment with Hull Public Schools. All members of the bargaining unit shall pass two (2) additional sections of the Microsoft examination 2003 core level by June 30, 2013. Failure to pass a total of three (3) examinations at the core level by June 30, 2013 may result in termination of employment with Hull Public Schools. All member of the bargaining unit shall pass a total of four (4) Microsoft examinations at the core level by June 30, 2014. Failure to pass a total of four (4) sections by June 30, 2014, may result in termination of employment with Hull Public Schools.

New members of the bargaining unit shall be required to pass two (2) Microsoft examinations during his or her first year of employment. Failure to do so may result in termination. New members of the bargaining unit shall be required to pass four (4) Microsoft examinations before the end of his or her second year of employment. Failure to do so may result in termination. The School Committee agrees that secretaries may use the annual full day professional development day to improve their Microsoft Academy skills during FY12, FY13, and FY14 only. After January 1, 2014 the Microsoft Office Version 2010, or the then current version, shall be applicable.

The district will pay the cost of the initial administration and two retakes of each examination for each secretary. Additional examinations will be paid for by the secretary.

8.6 Confidentiality Issue: All secretaries will receive training on matters related to student and staff confidentiality. The Secretaries Union agrees to set up a Committee of which a designee of the Superintendent will be a member. This Committee will define appropriate protocols and sanctions for issues related to secretarial confidentiality.

8.7 The parties agree that any position or job that is secretarial work will be posted so that all interested members of the bargaining unit may apply for such position before it is offered outside the bargaining unit.

ARTICLE IX: GRIEVANCE PROCEDURE

9.1 A grievance is defined as a complaint by an employee that there has been a violation, misinterpretation, or misapplication of specific provisions of the Agreement.

9.2 Step 1 - The aggrieved employee shall take up the grievance in writing with the School Principal within three (3) working days of the date of the grievance or knowledge of its occurrence. The School Principal shall attempt to resolve the matter and shall respond in writing to the aggrieved employee within five (5) working days in writing.

9.3 Step 2 - If the grievance has not been resolved to the employee's satisfaction, it shall be presented in writing within five (5) working days to the Secretaries' Association for review to decide whether or not the Secretaries' Association shall present the grievance to the Superintendent of Schools. If so decided, the grievance shall forthwith be presented in writing within five (5) working days by the Secretaries' Association to the Superintendent of Schools.

9.4 Step 3 - The Superintendent of Schools shall respond in writing within seven (7) working days. If the grievance is unsettled, the Secretaries' Association shall decide if it should be referred to the School Committee. If the Secretaries' Association shall so vote, the grievance shall forthwith be presented in writing within ten (10) working days by the Secretaries' Association to the School Committee.

9.5 Step 4 - If at the end of twenty-five (25) working days next following presentation to the School Committee the grievances shall not have been disposed of to the satisfaction of the Secretaries' Association, the Secretaries' Association may, by giving written notice to the School Committee within the ten (10) working days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration to the American Arbitration Association. The expense of such arbitration shall be shared equally by the School Committee and the Secretaries' Association. The decision of the arbitration shall be final and binding on both parties in the grievance procedure.

ARTICLE X: SENIORITY

10.1 Seniority shall be defined as the total full-time and part-time cumulative service converted to full-time from date of employment within the Hull School system. Effective July 1, 2008 any new hire within the bargaining unit shall have seniority defined as date of hire within the bargaining unit. Prior employment within the school system shall not be utilized in determining seniority within this unit. In the case of broken service for Reduction in Force and Maternity Leave and other approved leave, personnel shall be credited with prior service. Seniority shall prevail in regard to layoff, recall, school assignment transfer, vacation schedule and all other matters relative to employment, providing all other qualifications and abilities are met.

10.2 In the event of a Reduction in Force for lack of funds, personnel shall be laid off by reverse order of seniority.

10.3 In the event additional funds become available or a vacancy in the Bargaining Unit occurs, laid off personnel shall be recalled to work by order of seniority by certified return receipt mail.

10.4 A recall list of laid off personnel shall be maintained for two years from the date of lay-off.

10.5 Notices of recall and job vacancies in the bargaining unit from which the employee was laid off shall be in writing and mailed to eligible employees on the recall list by certified mail to the last address on file for each employee. Employees so notified shall respond affirmatively if they so choose, in writing within ten (10) calendar days from mailing of the notice, otherwise they shall be deemed to have waived their right to be recalled to the vacant position and shall be removed from the recall list. Where an employee accepts the recall within the ten (10) calendar days required, the employee shall return to work within sixteen (16) calendar days from the date the recall notice was mailed or a mutually agreed upon date.

ARTICLE XI: SEVERANCE PAY

11.1 A Secretary who retires from the Hull School System will be entitled to the amount of \$75.00 at the time of retirement for every day of unused sick leave, which has been accumulated beyond the limit of seventy-five (75) days. Severance Pay will be granted up to a maximum of seventy (70) days. Non-revocable notification of intent to retire must be provided by the Secretary on or before the December 1 prior to the retirement date. Severance pay may be paid in the next fiscal year unless funds are available in the fiscal year in which the secretary is retiring.

LONGEVITY

11.2 Employees shall receive a recognition allowance annually upon completion of years of service in the Hull School System in accordance with the following schedule effective for the 2016-2017 school year.

YEARS OF SERVICE	DOLLAR AMOUNT
Five (5) years	\$850.00 annually
Ten (10) years	\$950.00 annually
Fifteen (15) years	\$1,600.00 annually
Twenty (20) years	\$1,950.00 annually

Recognition allowance shall be paid on the employee's anniversary date.

ARTICLE XII: DURATION

All articles and paragraphs covered within this Agreement shall become effective July 1, 2017 to June 30, 2020 and shall be automatically renewed from year to year unless by November 1st in any year, either party notifies the other in writing of its desire to modify or terminate the Agreement.

ARTICLE XIII: WAGES

13.1 An annual stipend of three hundred dollars (\$300.00) shall be paid to the Secretary of Jacobs School for checking and distributing supplies.

13.1(a) A part-time secretary shall be paid at his/her regular hourly rate when performing substitute secretarial work, however, the committee is under no obligation to employ a part-time secretary for substitute secretarial work.

13.2 All bargaining unit members shall receive a one-time stipend in the amount of two hundred dollars (\$200) for COVID-19 expenses payable in the first pay period following ratification and execution of the new Contract.

13.3 Salary Schedule

Step	2020-2021
	1.5%
1	\$815.08
2	\$850.50
3	\$882.00
4	\$913.50
5	\$944.99
6	\$976.49
7	\$1,000.11
8	\$1,023.75
9	\$1,047.38
10	\$1,071.00

13.4 It is acknowledged and agreed that certain of the employees covered by this Collective Bargaining Agreement may from time to time provide services in the Morning Care Program, KidsCare Program, JASPER, MASPER, Open Gym, Tutoring, Adult Education, Pajama Story Hour, Summer School and Stipended Positions contained in HTA (teacher) Appendixes C and D, or any other hourly positions, stipended positions, or grant-funded positions that may be established during the course of the contract. Such services when performed by secretaries employed under this Agreement shall be compensated as follows:

JASPER/MASPER	\$25.00/hour
Morning Care	\$30.00 for 1 hour, 25 minutes
Tutoring	\$25.00/hour
Open Gym	\$25. 00/hour
KidsCare	\$15.11/hour
Pajama Story Hour	\$25.00/hour
Summer School	\$25.00/hour
Adult Education	\$25.00/hour
Other School District Assignments	\$25.00/hour
HTA (teacher) Appendixes C and D	as per HTA Contract

Further, performance of such services by secretaries shall be considered services performed under this Contract, provided, however, that no other provisions of this Contract, including but not limited to any provision regarding appointment, reappointment, removal or discharge, shall be applicable to employment in the above programs. Any hours worked by a Secretary in excess of forty (40) hours per week shall be compensated at a rate one and one half (1 1/2) times the regular rate of pay.

Nothing herein shall require the employment of any secretary in the above programs.

ARTICLE XIV: RETIREMENT INCENTIVE

14.1 A secretary, who as of the effective date of retirement will have completed fifteen (15) consecutive years of full time service in the Hull Public Schools, upon notification of retirement three (3) years in advance, shall be paid a \$1,500 retirement increment in equal installments over the last three (3) years of employment.

14.2 Any secretary who desires to withdraw notice of retirement must petition to the School Committee no later than one-hundred twenty (120) days prior to the retirement date. The School Committee will consider emergencies and unavoidable hardships in reaching its decision. Should the petition be approved by the School Committee, repayment of all money received under this Article must be made within thirty (30) days of the approved date.

ARTICLE XV: TUITION REIMBURSEMENT

15.1 Secretaries who have completed their probationary period shall receive reimbursement for tuition costs for job-related courses at the rate of \$100 per credit, but not exceeding the total cost of the course.

- 15.2 Secretaries shall be limited to two (2) courses during any given fiscal year.
- 15.3 The course must be submitted for approval by the Superintendent in advance. The Superintendent's decision is final.
- 15.4 A grade of "B" or better will be required for reimbursement.

ARTICLE XVI: PERFORMANCE EVALUATION

- 16.1 Principals and/or supervisor(s) will evaluate secretaries in their buildings on an annual basis in writing, usually after school has vacated for the summer break but before June 30th. Evaluation procedures will be recommended by a Subcommittee of the Secretaries and an Administrator to the Superintendent by February 1, 2002.
- 16.2 The parties agree to develop an evaluation instrument.

ARTICLE XVII: COMMITTEE RIGHTS CLAUSE

- 17.1 Nothing in this Agreement shall be deemed to derogate from or impair from any power, right or duty heretofore possessed by the School Committee or imposed upon it by law or through custom, practice or usage to direct and manage the operation, and employees of the public schools. The parties agree that all matters relating to wages and conditions of employment have been subject to collective bargaining under the provisions of Chapter 150E of the Massachusetts General Laws of this Agreement and contain all the understandings of the parties relating to these matters.

ARTICLE XVIII: EMPLOYEE RIGHTS CLAUSE

- 18.1 The School Committee and the Secretaries' Association will work together to create a safe, professional, respectful and non-hostile work environment.

ARTICLE XIX STATEMENT OF AGREEMENT

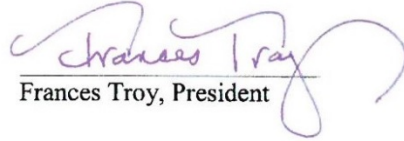
- 19.1 Abusive or excessive absence from work is recognized by the Hull School Committee and the Hull School Secretaries' Association as a breach of an employee's responsibility to attend work regularly in return for the benefits and security afforded by this Agreement. The School Committee and the Association recognize that unwarranted absenteeism is harmful to the citizens of Hull in terms of cost, quality, continuity and efficiency. The parties further recognize that unwarranted absences have an adverse effect on employees who do attend work.

For the Hull School Committee:

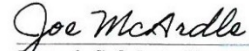
Jennifer T. Fleming
Jennifer Fleming, Chair

12/3/20
Date of Signing

For the Hull School
Secretaries' Association:


Frances Troy, President

12/1/2020
Date of Signing


Joseph J. McArdle,
Union Representative

12/3/2020
Date of Signing

Signature: 
Jennifer T. Fleming (Dec 3, 2020 14:22 EST)
Email: ftroy@town.hull.ma.us



Hull Public Schools

Kathleen I. Tyrell
Superintendent of Schools

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April 28, 2009

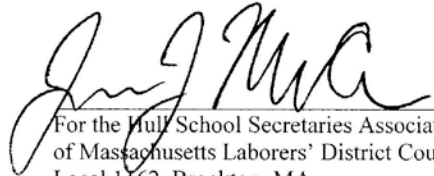
The Hull School Committee and the Hull School Secretaries Association hereby agree that the Town may implement the following change to the health insurance premium contribution ratios for health insurance plans provided by the Town:

Increase employee's premium contribution percentage
from ten percent (10%) to twenty-five percent (25%).

The Union hereby acknowledges that it has been provided notice and an opportunity to bargain over this matter, and the parties have reached agreement on the prospective change.



For the Hull School Committee Association



For the Hull School Secretaries Association
of Massachusetts Laborers' District Council,
Local 1162, Brockton, MA

Date

Date