

COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE
HAVERHILL SCHOOL COMMITTEE
AND
THE HAVERHILL PROFESSIONAL
SECURITY SPECIALISTS UNIT
OF THE
HAVERHILL EDUCATION ASSOCIATION

JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE I
RECOGNITION CLAUSE

For the purpose of collective bargaining as required by MGL C. 150E, with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising there under, the School Committee of the City of Haverhill (referred to as the “Committee”) recognizes the Professional Security Specialists/HEA (referred to as the “Association”) as the exclusive bargaining agent and representative of all full-time and regular part-time Security Guards employed by the Haverhill Public Schools, but excluding all managerial, confidential casual , and other employees.

ARTICLE II
BARGAINING PROCEDURE

1. Not later than April 1st of the contract year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in good faith effort to reach agreement concerning security employees’ wages, hours, and other conditions of their employment. Any agreement so negotiated will apply to all employees in the bargaining unit and will be reduced to writing and signed by the School Committee and the Association.
2. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the Association for inspection all pertinent public records of the school system. Either party may, if it so desires, utilize the services of an outside consultant and may call upon professional and lay representatives to assist in the negotiations.
3. The Association and the Committee agree that each has a right to bargain for any provision that it wishes in the preparation of this contract.
4. TERM OF CONTRACT. The terms and conditions of this contract shall be effective July 1, 2022, through June 30, 2025.

ARTICLE III
GRIEVANCE PROCEDURES

1. Definitions

- a. A “grievance” is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.
- b. A grievant is the person or persons making the claim.
- c. For the purpose of the timelines, the term “response” shall be defined as an actual response, or in the event no response is given, the date on which such response is due, whichever comes first.
- d. Unless otherwise specified, “days” shall be school days.
- e. For the purpose of calculating due dates under the timelines, the day after the relevant event shall be considered day one.

2. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of Safety Specialists. Both parties agree that these proceedings will be kept as informal and confidential at any level of the procedure.
- b. Any employee may present a grievance to the employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, providing that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an Agreement then in effect between the employer and the exclusive representative. Any Unit member filing a grievance shall notify the Association of their intent to file a grievance.

3. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced by mutual

agreement, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Any security specialist shall be allowed representation by a representative of the Association at all levels of the grievance procedure.

a. Level One

I. A Security Specialist with a grievance shall submit the grievance within (10) school days of the occurrence of said grievance to their principal or immediate supervisor. The statement should contain a complete statement of the (1) alleged facts on which the grievance is based (2) reference to the provisions(s) of the Contract allegedly violated; (3) and the specific remedy requested. The principal or immediate superior, as the case may be, shall within ten (10) school days thereafter give an answer in writing to the person filing the grievance.

II. If a Security Specialist does not file a grievance with their principal or immediate supervisor within (10) school days; then the grievance shall be considered as waived.

b. Level Two

I. If the grievant is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, they may file the grievance in writing with the Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) days of receipt of the grievance by the Superintendent, the Superintendent and/or his/her designee will meet with the aggrieved person in an effort to resolve the grievance. The Superintendent will render a decision within ten (10) days after the meeting.

c. Level Three

I. If the grievant is not satisfied with the disposition of their grievance at Level Two, or if no decision has been rendered within ten (10) school days after they first met with the Superintendent, they may file the grievance in writing with the School Committee within ten (10) school days after a decision by the Superintendent, or fifteen (15) school days after they have first met with the Superintendent, whichever is sooner. Within (15) school days after receiving the written grievance, a subcommittee of the School Committee (hereinafter referred to as the "Sub-Committee") will meet with the grievant for the purposes of resolving the grievance. The School Committee, however, will render the ultimate decision of the grievance at Level Three.

d. Level Four

- I. If the grievance is not resolved at Level Three, the Association may within ten (10) school days after the Sub-Committee response, submit the grievance to the binding arbitration by sending written notice to the Superintendent and legal counsel for the School Committee, along with a list of names or arbitrators for consideration. The Superintendent or legal counsel for the School Committee shall respond within the (10) school days after receipt of the Association's request by either (1) agreeing to an arbitrator proposed by the Association or (2) proposing an alternative list. The parties agree that their respective lists will be selected from among professional arbitrators.
- II. If a period of five (5) days elapses and they are unable to agree on a mutual arbitrator, then a representative of the American Arbitration Association shall be asked to act as an arbitrator under the rules of said Association. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding, except as hereinafter provided below in paragraph VI.
- III. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
- IV. No records or communications related to grievances shall be stored in employees' personnel files, but if they are to be kept by the Superintendent and/or his/her designee, they shall be stored in a separate place. Furthermore, no safety specialist shall be subject to any deprivation of professional advantage or reprisal as a result of utilizing the foregoing procedures
- V. It is expressly agreed and understood that the provision as to the arbitration will not apply to negotiations.
- VI. Any arbitrator appointed pursuant to the Article shall be without power to alter, amend, add to or delete from the express language of this agreement.

ARTICLE IV
DEDUCTIONS/UNION DUES

1. The Committee agrees to deduct from the salary of its employees' dues for the Association or as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such the Haverhill Education Association. Employees' authorizations will be in writing in the legally permissible form provided by the Association.

2. The Association will certify to the Committee in writing the current rate of its membership dues. If the Association changes the rate of its membership dues it must give the Committee thirty (30) days written notice prior to the effective date of such change.
3. Deductions referred to in Article 4, Paragraph 1 above will be made in 20 equal installments beginning with the second paycheck of the school year.

ARTICLE V **SENIORITY**

Seniority shall be defined as length of continuous employment by the School Department. An employee will acquire seniority after completing a six (6) month probationary period, and seniority will then date from the beginning of their employment.

LOSS OF SENIORITY: Seniority will be lost by:

- (a) Resignation.
- (b) Discharge for just cause; **or**
- (c) Failure to return from an approved leave of absence as scheduled.

ARTICLE VI **FILLING OF POSITIONS**

A vacancy is an opening caused by promotion, death, retirement, resignation, discharge, the replacement of a building, the construction of a new building, or an increase in staff in a building.

Whenever an opening occurs and is so declared by the Superintendent or designee, notification of the position shall be sent electronically to each school and shall be posted for not less than ten (10) calendar days. In addition, notification of each vacancy shall be given to the Association by notifying the President of the Association and to employees by way of email.

- 1) TEMPORARY APPOINTMENTS: Unit positions will be filled on a temporary basis until such time as a permanent appointment is made.
- 2) APPLICATION: Application for positions declared vacant may be made by bargaining unit members under the existing rules and regulations of the Department for the position posted.
- 3) APPOINTMENT: Appointment shall be made without regard to race, creed, color, religion, national or social origin, ethnicity, gender identity or expression, marital and family status, sexual orientation, physical disability or union activity in conformance with equal opportunity laws and regulations.
- 4) BIDS FOR 12-MONTH FULL-TIME POSITIONS: When a vacancy occurs in a 12-month position which administration determines is to be filled as a 12-month position,

members of the bargaining unit who are 10-month employees shall have the right to apply for such vacancy according to the following process:

- a. The vacancy shall be posted within the bargaining unit for a 10-day period and made available to all members of the unit.
- b. Vacancies shall be filled by length of service from the original appointment in the school system, all other things being equal.

ARTICLE VII **WORKING HOURS/YEAR**

Both ten (10) month and twelve (12) month Security Specialists will adhere to the approved school calendar. The time schedule for Security Specialists will consist of an eight (8) hour day, Monday to Friday. Security Specialists will have a designated lunch to be taken on site and will remain on call (through radio) during that period and be paid for a working lunch. Specific hours of work for each workday shall be determined by the Superintendent or their designee.

1. **OVERTIME**: The Haverhill School Department shall pay employees at the rate of one and one half (1 ½) times their regular rate of pay for work in excess of forty (40) hours in one (1) week, after an employee has worked at the request of the Principal or Superintendent, or other person whose duty it is to authorize overtime. Holidays, bereavement (immediate family only) and jury duty are considered days worked.
2. Overtime will be voluntary except in: (1) an emergency as determined by the Superintendent or their designee or (2) in the case of a School Department function. The employees of the building where overtime takes place shall be given first preference for working such overtime. If no building employee volunteers to work the overtime, then members of the Unit will be notified and shall have the opportunity to volunteer for all overtime assignments in any and all school buildings. Whenever possible, overtime shall be posted five (5) days in advance. The Committee agrees to a good faith effort to rotate overtime assignments among only the members of the bargaining unit. If, however, in the Supervisor of Security's judgment, a rotation is not appropriate for a specific assignment, another assignment may be made. When an involuntary assignment of overtime is made, the Committee shall assign employees on a rotating basis starting with the least senior employee.
3. Call back at the time and one-half (1½) their regular rate of pay when not contiguous hours (i.e., hours not connected to a regular shift) shall be at a minimum of three (3) hours pay. The employer reserves the right to require the employee to remain on duty for the full three (3) hours and, any and all incident reports shall be completed before the employee completes the overtime duty.

4. Record of employee attendance shall be maintained through a district-wide attendance database. Security Specialists will submit requests for personal and vacation days using the mutually agreed upon request form. Safety Specialist will use the protocols established in their building for sick days
5. WORK YEAR:
 1. The work year for 12-month employees shall consist of 240 days
 2. The work year for 10-month employees shall consist of 182 days including the 180 days when school is in session, one day before the school year starts, and the November election day.
6. STORM DAYS: Ten month members of the unit shall not be required to work when school is not in session due to inclement weather or other similar days declared by the Superintendent. Twelve month members shall report unless otherwise directed by the Superintendent and/or his/her designee to remain at home.
7. VACATION: Annual vacation entitlements for all **12-month** shall be as follows:

<u>Years Completed</u> <i>Effective July 1</i>	<u>Vacation Days</u>
In Year 1	10 (<i>Prorated</i>)
Year 3	15
Year 10	20
Year 20	25

- a. All vacation days must have prior approval from the Supervisor of Security and/or the building Principal.
- b. Vacation days must be used during the December Winter Recess.
- c. Vacation days are to be used in the year granted.

ARTICLE VIII
HOLIDAYS

Holiday pay listed below, is included in the fixed annual salary compensation of Unit members.

1. Labor Day
2. Indigenous People Day
3. Veterans' Day
4. Thanksgiving Day
5. The day after Thanksgiving (if not a school day)

6. Christmas Day
7. New Year's Day
8. Martin Luther King, Jr. Day
9. Washington's Birthday
10. Patriots' Day (if not a school day)
11. Memorial Day
12. Juneteenth Day
13. Independence Day

If an employee is required to work on a holiday, they shall be entitled to the overtime rate of time and one half.

ARTICLE IX **SECURITY SPECIALISTS' FACILITIES**

The Haverhill School Department will provide the Security Specialists a secure storage area in which Security Specialists may store personal articles or belongings, and a work area in each building.

ARTICLE X **USE OF SCHOOL FACILITIES**

The Association will have the right to use school buildings as permitted by law. The building Principal will be notified at least two (2) school days in advance of the time and place of the meeting. The Principal shall notify the Association as to the availability of the space sought to be utilized. The Association shall be responsible for all necessary custodial, security and other costs related to the building's use.

ARTICLE XI **EVALUATION**

The work performance of each employee will be evaluated periodically by their immediate supervisor once a year on the negotiated evaluation rubric. Employees will be given a copy of any evaluation report. The written evaluation will be reviewed by the person evaluated and they shall sign the record indicating only that they have received a copy. The employee may submit a statement in response to the evaluation which, along with the evaluation shall be filed in the employee's personal file with the Human Resources Department. Security personnel will have the right, upon written request and reasonable notice, to review the contents of their personnel file during normal business hours, all as permitted by law. *The committee to negotiate the instrument and process.*

ARTICLE XII **PROTECTION**

1. Security Specialists will immediately report in writing all incidents including assault in connection with their employment to their immediate supervisor. The immediate

supervisor shall conduct an investigation within a reasonable period of time and shall include all relevant details of the assault, including any statements from the victim and/or witnesses. Within thirty (30) days of the completion of the investigation and when allowed to by law, a copy of the report shall be provided to the reporting employee.

2. An employee who as a result of performance of their duties is sued shall be defended by the Office of the City Solicitor provided the employee agrees to be represented by that office and fully cooperates.

ARTICLE XIII **PERSONAL INJURY BENEFITS**

1. Under Massachusetts General Laws c. 152, § 25A the Haverhill School District provides workers' compensation (WC) insurance coverage for their employees to the extent allowed by law within these provisions including any amendments thereto. This insurance pays for any reasonable and necessary medical treatment related to the injury and also pays partial compensation for lost wages after the first five (5) calendar days of total or partial disability.
2. In the event of an injury, the Security Specialist must report the injury to his/her supervisor immediately and a Form 118 and a Medical Authorization form must be completed and processed through the Human Resource Department.
3. If the employee is going to be out for five (5) or more work days, a Form 101 and a Medical Authorization form must be completed. This will result in the employee being placed on a Worker's Compensation Claim.
4. The first five days of an injury must be covered by the employee's own sick time. The day of the injury is considered a regular work day and the first full day after the incident begins the sick leave.

As Worker's compensation coverage is provided exclusively by G.L. c. 152, the provisions of this Article shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XIV **HEALTH BENEFITS/INSURANCE**

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before July 1, 2011, shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after July 1, 2011, shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Flexible Spending Account under IRS Section 125

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account and Medical Dependent Care Account shall be the maximum allowed amount according to the IRS.

Health Reimbursement Account

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC agreement.

Opt-Out Plan – A one-time opt out option

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

ARTICLE XV **SICK LEAVE**

1. Twelve (12) month employees shall be granted sick leave of fifteen (15) days per year. One day a year will be donated to sick bank bringing the accruals to fourteen (14). New twelve (12) month employees in their first year of employment shall accrue sick leave as follows: One (1) day for each month from July to April, two (2) days for May and two (2) days for June.
2. Ten (10) month employees shall be granted sick leave of fifteen (15) days per year. One day a year will be donated to sick bank bringing the accruals to fourteen (14). New ten (10) month employees in their first year of employment shall accrue sick leave as follows: One (1) day for each month August to March and two (2) days per month for April, May and June.
3. A physician's note for absence or absences may be required by the Superintendent and/or his/her designee.
4. Said members shall accumulate from year to year any unused sick leave not to exceed 150 days cumulative commencing with permanent appointment.
5. Sick leave shall be credited on July 1st.
6. A record of an employee's available sick leave shall be available to the employee.

ARTICLE XVI **SICK LEAVE BANK**

The Committee agrees that the Professional School Safety Unit of the Haverhill Education Association may become part of the sick bank as set up in Agreement between the Haverhill Education Association and the School Committee of the City of Haverhill and hence be subject to all provisions and terms pertaining to said sick bank subject to agreement of the Teachers Unit of the Haverhill Education Association.

ARTICLE XVII
LEAVES OF ABSENCE

1. TEMPORARY LEAVES OF ABSENCE:

Specialists will be entitled to the following temporary leaves of absence with pay each school year:

- a. Three (3) days personal leave may be granted subject to the approval of the Superintendent and/or his/her designee whose approval will not be unreasonably withheld. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies). Subject to exceptions by the Superintendent and/or his/her designee, no personal leave shall be requested or granted for the day immediately preceding or immediately following a holiday or a vacation period. Personal leave shall be granted for the purpose of transacting or attending to personal affairs and situations over which the applicant has no control.
- b. Time necessary for Association representatives to attend Association conferences, meetings or conventions, not to exceed two (2) days per year.
- c. Additional unpaid time may be granted for valid reasons at the discretion of the Superintendent and/or his/her designee. Denial of such additional leave is not grievable.

When an employee is on leave without pay and/or absent without pay for more than fifteen (15) cumulative scheduled work days in any vacation year, such employee shall have deducted from their vacation allowance that proportion of the allowance provided in the above schedule which the number of such work days of absence bears to the total number of scheduled work days in the vacation year.

No employee shall be permitted to use vacation days under this section until they have been an employee of the School Department for at least six (6) months. An employee separated from employment for any reason will be entitled to regular pay for vacation days earned during the current year but not taken.

2. COURT APPEARANCE:

Employees shall be entitled to leave without loss of pay for any period of time in which Employees are required to serve as jurors pursuant to the dictates of the Massachusetts General Law, Chapter 234A, as then in effect as they are applicable to municipal employees and employers. In lieu of receiving the employee's regular wages during time serving as a juror, any compensation received from the courts will be turned over to the Haverhill Public Schools business department. (This excludes money received for mileage reimbursement from the courts, if applicable.)

A copy of the Certificate of Juror Service must be sent to the Human Resources department.

Employees shall further be entitled to leave without loss of pay for any period of time in which the Employee is required by reasons of their employment, to appear as a witness in any court proceedings arising out of litigation involving the School Committee, the City of Haverhill, its agents, servants or employees. If such court appearance occurs during an employee's vacation period, the employee shall not be charged for vacation time. This section shall not apply if such court proceedings involve litigation between the Employer and the Employee.

3. BEREAVEMENT LEAVE:

Each member of the Bargaining Unit shall be granted leave of absence without loss of salary for five (5) consecutive days when such absence is occasioned by the death of a relative who resided in the home of the staff member, and when such absence is occasioned by the death of a parent, child, parent-in-law, sister or brother whose place of residence was other than in the home of the staff member.

Leave of absence without loss of salary for not more than one (1) day shall be granted when such absence is occasioned by the death of a grandparent, grandchild, nephew, niece, aunt, uncle, son-in-law, daughter-in-law, sister-in-law, or brother-in-law whose place of residence was other than in the home of the staff member.

4. MILITARY LEAVE:

- a. Reserve Duty: Necessary calendar days per school year for persons called in to temporary active duty of any unit of the United States Reserve or the National Guard, provided such obligation cannot be fulfilled on days when school is not in session.
- b. Extended Duty: Military leave, in time of a declared National Emergency, will be granted to any member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a member will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of absence up to a maximum of three (3) years.

5. FAMILY AND MEDICAL LEAVE ACT AND SMALL NECESSITIES LEAVE ACT

Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise their rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the Massachusetts Maternity Leave Act ("MMLA") or to take

Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”).

Parental Leave and Childrearing Leave

Parental Leave - Pursuant to Massachusetts General Laws Chapter 149, Section 105D, a full-time employee who has completed three (3) months of service in the Haverhill Public Schools shall be entitled to eight weeks of parental leave for:

- (i) the purpose of giving birth or
- (ii) the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two employees of the same employer shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. Based on operational needs as determined by the Superintendent, the Superintendent may in his/her sole discretion waive the 8-week limitation in the aggregate when both parents are employed by the District.

The employee shall give at least two weeks' notice to the Director of Human Resources of the anticipated date of departure and the employee's intention to return to work or the employee shall provide notice as soon as is practicable if the delay is for reasons beyond the employee's control.

- a) An employee intending to take a leave of absence and who wishes to be eligible for parental leave shall notify the Human Resources Benefits Specialist of the approximate date of leave commencement and whether or not the employee anticipates taking a child rearing leave at least four (4) weeks prior to the anticipated commencement of the leave. Employees are urged to give earlier notification thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction.
- b) The pregnant employee may continue in their assigned position as long as their physical condition and ability to perform their assigned duties allow. The Director of Human Resources may require medical evidence of the employee's ability to continue to work in the same manner that it may require when questioning the health of an employee in a non-maternity related situation.
- c) During disability periods due to pregnancy or childbirth an employee, upon a timely request for sick leave, is eligible to use sick leave. An employee who is eligible for parental leave **but has not given birth** to the child, shall be eligible to use up to ten (10) of his/her accrued sick leave days to cover his/her absences from work for parental leave immediately following the birth/adoption of the employee's child. Such days must be consecutive work days during the 8-week parental leave period and must start with the date of birth/adoption of the child.

- d) Upon completion of parental leave, the employee shall be restored to the position the employee held when the parental leave commenced or a substantially equivalent position.

Child Rearing Leave: Timely with the birth or adoption of a child or upon completion of a parental leave, an employee shall be entitled to a child rearing leave of up to two (2) years unpaid, provided the employee gives written notice at least eight (8) weeks in advance of the leave or adoption. Only one (1) parent shall be eligible for such leave from the Haverhill Public Schools for the birth or adoption of a child.

- a) An employee on child rearing leave shall return to work at the beginning of the school year or after the December recess in January. However, when the Superintendent and/or his/her designee determines at their sole discretion, that it is in the students' best interests or the best interests of the District, the Superintendent and the employee may agree in writing to different date for the employee to return to work.
- b) The anticipated return date shall be included in the application for such leave. Prior to February 1 of each year the Association shall, if requested by the Superintendent, aid in determining whether an employee is going to return the following year to the Haverhill Public Schools. Employees on a child rearing leave must notify the Director of Human Resources of their intent to return no later than February 15 of the year preceding the school year of return. The employee's failure to notify the Director of Human Resources of their intent to return on or before February 15th can result in forfeiture of the employee's position.
- c) Leave taken pursuant to this Article must be consecutive and unpaid and the return to employment shall constitute a termination of child rearing leave.
- d) In determining the placement on the salary schedule of an employee who returns from a child rearing leave of absence, credit for full year of employment will be given on the schedule for the school year during which the leave began provided the employee completed at least ninety-two (92) school days of employment during said school year; otherwise, the employee shall return to the step on the salary schedule which the employee held prior to the commencement of such leave.

Upon return from any leave under this Article, the employee shall be restored as soon as practicable to the position the employee held when the leave began, or to a substantially equivalent position. Provided, however, nothing contained herein shall prevent the Haverhill Public Schools from laying off an employee pursuant to this Agreement.

FMLA: Employees who have been employed for one complete year (12 months) and have worked a minimum of 1,250 hours over the past year, shall be entitled to a leave of absence without pay for up to 12 consecutive weeks:

- for the birth of the employee's son or daughter* and to care for the newborn child; or
- for placement with the employee for adoption or foster care a son or daughter* in accordance with the Family and Medical Leave Act and the District's policy. When both parents are employed by the same employer, the employees shall only be entitled to twelve (12) weeks of FMLA leave in the aggregate for the birth or adoption of the same child.

Parental leave and child rearing leave run concurrently with FMLA leave. Time spent on parental and child rearing leave pursuant this Agreement will be included in the computation of said twelve-week period.

*Son or daughter means a biological, adopted or foster child, a step child, a legal ward or child of person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time that the FMLA leave is to commence.

ARTICLE XVIII
SALARIES

1. **Wages:** For the payment of wages ten (10) month employees are paid on a 22 pay period schedule. Twelve (12) month employees will be paid over 26 pay periods.

Information on insurance deductions and cycles are available on the Haverhill Public Schools Human Resource benefits webpage.

2. **Direct Deposit:** The parties agree that all new employees as of July 1, 2021, shall be paid any and all wages by direct deposit and electronic receipt notification process.

3. **Salary Scale:** SY'22 - 37.5 hours a week - Retro 7.5 hours per day

2022-2023 SY'23 - 40 hours a week - paid on call lunch

Years*	Hourly Rate	Daily Hours	# Work Days	Annual	# Work Days	Annual
1-4	\$20	8	182	\$29,120	240	\$38,400
5-9	\$22	8	182	\$32,032	240	\$42,240
10+	\$25	8	182	\$36,400	240	\$48,000

2023-2024 2% SY'24- 40 hours a week - paid on call lunch

Years*	Hourly Rate	Daily Hours	# Work Days	Annual	# Work Days	Annual
1-4	\$20.40	8	182	\$29,702	240	\$39,168
5-9	\$22.44	8	182	\$32,673	240	\$43,085
10+	\$25.50	8	182	\$37,128	240	\$48,960

2024-2025 2% SY'25 - 40 hours a week - paid on call lunch

Years*	Hourly Rate	Daily Hours	# Work Days	Annual	# Work Days	Annual
1-4	\$20.81	8	182	\$30,299	240	\$39,955
5-9	\$22.89	8	182	\$33,328	240	\$43,949
10+	\$26.01	8	182	\$37,871	240	\$49,939.

4. *Placement on the salary scale is based on years of service in the Haverhill Public Schools. All new hires begin at step one.
5. No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement.

ARTICLE XIX
TRAVEL REIMBURSEMENT

Security Specialists who are required to travel from building to building within a school day as part of their assignment will be reimbursed for use of their personal vehicle at the I.R.S. rate in effect on July 1st, of each year and shall be reimbursed per mile based on the average number of miles driven per assignment. Subsequent increases by the I.R.S. shall not take effect until July 1st of the following year.

Employees must submit travel expenditures quarterly, July - September, October-December, January- March, and April - June, within 15 days of the end of the quarterly period in order to be reimbursed.

ARTICLE XX
RECOMMENDATIONS

The School Committee shall compile a handbook for all Security Specialists including safety policies and procedures.

ARTICLE XXI
TERMINATION OF EMPLOYMENT

1. During the first six months of employment with the School Department, a member of this unit shall be considered a probationary employee and employment may be terminated at the discretion of the employer at any time during such period.
2. After the 6 month probationary period, an employee shall not be disciplined, discharged or terminated except for just cause.
3. Should the Committee reduce the number of positions covered by this Contract, the reduction shall be by seniority.
4. Laid off employees will be placed on a recall list for two years and shall be recalled in the inverse order of the layoff.

ARTICLE XXII
PROFESSIONAL DEVELOPMENT

1. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Security Specialists who attend workshops, seminars, conferences, or other professional improvement sessions with the advance written approval of the Superintendent of Schools or their designee. A Professional Educational Conference/Workshop form and supporting documents must be completed, submitted and approval received in advance of the session.

2. Each Security Specialist may take one (1) course per year during the life of this Agreement to be approved by the Superintendent or designee. Each employee is eligible for course reimbursement for courses taken at an accredited college or university. Reimbursement shall be at the rate of one hundred forty dollars (\$140.00) per credit with total reimbursement allowed for tuition, per course, not to exceed four hundred and twenty dollars (\$420.00). The following must be submitted for approval to the Superintendent or his/her designee when seeking course approval/tuition reimbursement:
 - a. Prior to taking the course(s):
 - a. Submit the completed course approval/request for reimbursement form. Employees are responsible for submitting all of the required information on the course approval/ tuition reimbursement form before the course is approved. Forms submitted for approval after the start of the course will not be considered.
 - b. Upon completion of course(s):
 - a. Provide official transcripts verifying the college/university, name of employee, title of course, date course was completed and a grade of B or better. Submit to Human Resources along with the signed course approval request.
 - c. Submit the proper documentation within thirty (30) days of completing the course and the reimbursement will be paid within sixty (60) days of receipt of required documentation.
 - d. Any tuition payments that were disbursed within two (2) years from the date of resignation, will be reimbursed to the district by the employee.

ARTICLE XXIII
CLOTHING ALLOWANCE

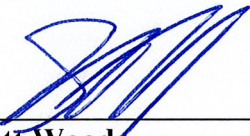
Security Specialists shall wear a common outfit which states that they are school security personnel. Such outfits will be determined by the Haverhill Public Schools with input and advice from Security Specialists. Common outfits will be worn for both indoor and outdoor school and district events. The District shall provide each employee with five (5) shirts per school year and a \$200 clothing allowance per school year towards the purchase of work related clothing.

ARTICLE XXIV
TECHNOLOGY

The District shall provide each employee with a suitable communication device which has the ability to communicate with administrators/supervisors, take photographs and to otherwise access building technology. The device remains the property of Haverhill Public Schools and shall be returned upon termination.

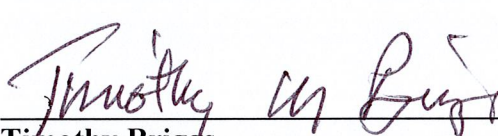
In witness thereof the Parties set their hands and Seals on this 12th day of January 2023, at Haverhill, Massachusetts, and thereby agree to the terms and duration of this Agreement.

HAVERHILL SCHOOL COMMITTEE



Scott Wood
Haverhill School Committee

HAVERHILL EDUCATION ASSOCIATION



Timothy Briggs
President of the HEA