

*SC 04.24.25 (2) - 4*

Collective Bargaining Agreement

between

Haverhill School Committee

and

Haverhill Public Schools

Maintenance Association

Effective July 1, 2021 – June 30, 2023

and

July 1, 2023 - June 30, 2026

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**APPENDIX?**

## **AGREEMENT**

AGREEMENT made this **March 13, 2024** between the SCHOOL COMMITTEE of the CITY OF HAVERHILL, hereinafter called “COMMITTEE” and the SEIU, LOCAL 888 – HAVERHILL PUBLIC SCHOOL MAINTENANCE ASSOCIATION, hereinafter called “ASSOCIATION”.

We, the undersigned parties to this Agreement, agree as follows:

### **ARTICLE I: RECOGNITION**

The COMMITTEE recognizes the ASSOCIATION for purposes of collective bargaining as the exclusive representative of a unit consisting of all school maintenance staff.

The following classifications will prevail in accordance with Civil Service Laws:

- Maintenance Mechanic
- Maintenance Electrician
- Maintenance Plumber
- Maintenance HVAC Tech

### **ARTICLE II: SENIORITY/VACANCIES**

Wherever the Civil Service Laws of the Commonwealth of Massachusetts so requires, seniority shall begin from the date of the original permanent appointment in the school system. Where the Civil Service Laws of the Commonwealth of Massachusetts do not so require, seniority shall begin from the date of the provisional appointment in the school system.

New Employees shall serve a six (6) month probationary period before becoming permanent employees and during said probationary period may be subject to termination without cause.

#### **Job Posting and Bidding – Vacancies**

1. 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 the staff.
2. When a new position covered by this agreement is created, or when a position covered by this agreement becomes vacant, such vacancy shall be posted electronically via the electronic applicant recruiting site used by the district and will be emailed to all HPS staff. Employees interested shall apply electronically through the applicant tracking site. Notwithstanding the electronic posting, the

Union has the right to place a paper copy of the job posting on bulletin boards in work areas. This notice of vacancy shall remain posted for seven workdays.

3. In filling positions, seniority of the respective candidates will be considered but may not necessarily be the dominant consideration. Other factors such as past job performance, overall qualifications, specific skill sets, demands and requirements of the particular job, and absence frequency may supersede seniority status. Management reserves the right to hire and promote the person amongst the most qualified.
4. Applicants must submit an updated resume, or supplemental statement of qualifications for all posted positions. The accuracy of this information is paramount and if inaccurate will be used as a basis of disqualification.
5. Any unit member who applies for and is hired into a different position in the district will be required to complete a six (6) month probationary period. During this probationary period, employees will be allowed to utilize their leave benefits that have accumulated prior to their new assignment. If at the completion of the probationary period it is determined that the employee is not qualified to perform the work, they shall be returned to their former position and rate of pay.
6. Any unit member newly hired into the District will be required to complete a six month probationary period. They will not be allowed to utilize any leave benefits outlined in this agreement (sick, personal, or vacation leave) during this six month probationary period.
7. The parties acknowledge the Committee's policy of requiring a pre-employment physical of all new hires, at the Committee's cost and by a medical service provider designated and selected by the Committee. All appointments are specifically subject to and contingent upon the successful completion of the pre-employment physical.

### **ARTICLE III: WORK WEEK - HOURS OF WORK**

The EMPLOYER shall have the right to establish its work schedules provided as follows:

1. Maintenance employees shall work eight (8) hour days with one-half (1/2) hour paid lunch Monday through Friday. The lunch period is to be arranged with the Supervisor.
2. It shall be required that all Maintenance employees are at their assigned work site or designated location at the start of each shift.
3. During the regular school year, summer school and school vacation work week (Monday through Friday) work shifts will exist with the following hours: 6:30 a.m. – 2:30 p.m. Management reserves the right to add a second shift of 2:30 p.m. - 10:30 p.m. if necessary. Those selected from the day shift will be asked no more than one time a fiscal year and no more than four (4) weeks at a time. A differential will be paid as noted in Article XII.

4. Work During School Cancellation and Inclement Weather: All full-time Maintenance personnel covered by this contract are considered essential employees and shall report to work when school is not in session because of inclement weather or when school sessions are canceled for any other reason. The Superintendent, or his/her designee, reserves the right to modify standard work hours, with advance notice for inclement weather emergencies. All maintenance personnel are expected to report to work during inclement weather. After 8 hours of work, time and one half will be paid. Saturday and Sunday work will be paid at time and one half.
5. Work During Other Emergencies: All full-time Maintenance personnel covered by this contract are considered essential employees and shall report to work for emergencies as determined by the Superintendent, or his/her designee, After 8 hours of work, time and one half will be paid. Saturday and Sunday work will be paid at time and one half.
6. Superintendent, or his/her designee, may adjust employee shift hours, as needed, and with 48 hours advance notice. However, any of these adjustments noted above shall not be for more than two hours, before or after the current start or end time and only to address imminent situations.

#### **ARTICLE IV: LEGAL HOLIDAYS**

- A. All employees whose compensation is fixed on an annual basis shall receive their regular compensation for all holidays, as listed below:
  1. Labor Day
  2. Columbus Day
  3. Veterans Day
  4. Thanksgiving Day
  5. Day after Thanksgiving
  6. Christmas Day
  7. New Year's Day
  8. Patriot's Day
  9. Memorial Day
  10. July 4th
  11. Martin Luther King Day
  12. Good Friday
  13. President's Day
  14. Juneteenth

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

An employee who is absent both the day before and the day after a holiday, for reasons which he/she is not entitled to pay on these two days, shall not be paid for the holiday.

Thanksgiving, Christmas and New Year's Holiday: Except, as provided below, on the day preceding Thanksgiving, all maintenance will work one-half day. On the day preceding Christmas and New Year's, if it falls on the employee's regularly scheduled work day, then the employee shall not be required to work. Application of this reduced/amended schedule to the day before Thanksgiving is contingent upon students being released from school at or before noon on that day. In the event of an maintenance emergency, maintenance staff will remain in the district and work regular hours.

#### **ARTICLE V: SAFETY PRECAUTIONS**

Every employee must be safety conscious and make every effort to follow safety precautions in connection with his work and to eliminate safety hazards for students and staff personnel in the area of his/her responsibilities.

#### **ARTICLE VI: EXAMINATION**

Association employees shall be subject to a physical examination prior to employment and chest x-rays or acceptable substitute every three (3) years, in accordance with the State Law.

#### **ARTICLE VII: LEAVES/MERIT ATTENDANCE DAYS**

A. Sick Leave: Fifteen (15) days sick leave with full pay shall be granted each year, cumulative to 150 days, subject to the following qualifications:

1. The term "sick leave" shall include quarantine for exposure to contagious diseases and court orders.
2. Cumulative plan shall begin with permanent appointment.
3. A physician's certificate for absence or absences may be required by the Superintendent and or his/her designee to be forwarded with the Human Resource Department. Provided however, that if the Superintendent or his designee should require a Maintenance employee to appear before a specific physician the cost shall be borne by the COMMITTEE.
4. A medical certificate stating the nature of the illness, that the illness prevented reporting for work and that the employee is capable of resuming his responsibilities, may be required after an absence exceeding three consecutive school days. This is at the employee's expense.
5. It is understood that in the event the employer, for whatever reason, requires an employee to be examined by a physician selected by the

employer, such examination shall be funded by the employer. In order to return to work employees must be cleared by a physician to return without restrictions or limitations.

6. In the event of the death of an employee, the employee's designated beneficiary shall receive a compensatory payment up to fifty (50) accrued sick leave days based on the employee's accruals at time of death.
7. New 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 three (3) days for June. Any unit member newly hired into the District will be required to complete a six month probationary period. They will not be allowed to utilize any leave benefits outlined in this agreement (sick, personal, or vacation leave) during this six month probationary period.

#### B. Other Leaves

1. Personal Business Leave: Three (3) days per year shall be granted for urgent personal business. Employees shall request and receive written authorization from the Superintendent, or his/her designee, prior to taking any allowed personal days. These days shall not be taken from sick leave. Leave for urgent personal business shall not be approved during the first week or the last week of school. Requests for the day before or day after a holiday must be approved by the Superintendent and/or his/her designee. Personal days do not accrue year to year.

New employees in their first year shall be granted one (1) personal day per quarter, for not more than three (3) days per school year.

2. Bereavement Leave: All employees shall be granted a period of five (5) days' absence with full pay each time there is a death in the immediate family. This leave is to be taken immediately following the death of an immediate family member. The immediate family member is defined to include: mother, father, grandmother, grandfather, step-mother, stepfather, sister, brother, child, wife, husband, mother-in-law, father-in-law or any member of the immediate household. Absence for one (1) day per work year shall be allowed without loss of pay to attend the funeral of a relative. Additional said leave may be approved by the Superintendent and/or his/her designee.
3. Jury Duty: In the event an employee is required to serve as a juror, or appear as a witness in court in a matter involving the District, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. Any compensation received by the court shall be signed over to the HPS business department. In the event the employee is

summoned as a party in any other court action, such employee may receive an unpaid leave of absence, vacation, or personal leave if available. An employee called to jury duty is required to obtain documentation as proof of service.

4. Leave Extensions: Extension of leave beyond the stated heretofore for exceptional circumstances may be granted at the discretion of the School Committee.
5. Family Illness: Three (3) days a year shall be allotted from the annual fifteen (15) for the sudden illness of a member of the immediate family, which is deemed an emergency to be determined by the Superintendent or designee in the Superintendent's office.

C. Merit Attendance Leave

For each quarter of perfect attendance by a member of the bargaining group (excluding bereavement and personal days), one (1) day annual leave will be given to the employee. For four (4) quarters of perfect attendance (excluding bereavement and personal days) a fifth (5th) day will be added to annual leave. Such days are to be taken during the following quarter. Merit days may not be taken in half-day increments.

Quarters are defined as follows:

- July 1 – September 30
- October 1 – December 31
- January 1 – March 31
- April 1 – June 30

The fifth (5th) day of annual leave is to be taken in the July 1 – September 30 quarter.

**ARTICLE VIII: VACATIONS**

- A. Employees will receive two (2) weeks' vacation after one (1) year of service, three (3) weeks' vacation after five (5) years of service, four (4) weeks' vacation after ten (10) years of service, and five (5) weeks' vacation after twenty (20) years of service, with the understanding that the condition of the district buildings will not suffer and that the district buildings will be ready for the opening of school in August/September. Maintenance employees may take their vacation at any time during the calendar year with the approval of the Superintendent of Schools and/or his/or designee. All accruals are effective July 1.



Notwithstanding this provision, however, permission to take a vacation during the twelve month period shall not be unreasonably withheld by the Superintendent of Schools and/or his/her designee and permission shall not be withheld if reasonable accommodations can be made to cover the position of the maintenance employee seeking the vacation.

- B. Employees may request a maximum of five (5) vacation days for carryover into the next fiscal school year. All requests must be approved by their immediate supervisor and submitted in writing, with reason(s) for said request, to the Superintendent for approval prior to June 1st. All vacation days carried over must be taken in the month of July and may not be carried over for a subsequent year. The decision of the Superintendent on these matters is final, and shall not be subject to the grievance and arbitration provisions of the contract.
- C. The Association agrees to accept the Haverhill School Committee Policy GDD (Support Staff Vacations and Holidays)

#### **ARTICLE IX: ABSENCES**

- A. The EMPLOYER at its discretion, may upon written request grant an employee an absence with or without pay on such terms as it deems in the best interest of the School System pursuant to and as provided by School Committee Regulation.
- B. Record of employee attendance shall be maintained through a district-wide attendance reporting procedure. Employees absent from work will be required to verify in writing, weekly, their absences and reasons therefore.
- C. Employees shall not be absent from the district during work hours without permission of the Superintendent of Schools and/or his/her designee, except for personal illness or emergency in which case the Superintendent of Schools and/or his/her designee shall be notified.

#### **ARTICLE X: GRIEVANCE PROCEDURE**

##### **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 time lines, 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 weekdays.

- E. For the purpose of calculating due dates under the timelines, the day after the relevant event shall be considered day one.

**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 the Maintenance employees. No member of the collective bargaining unit shall be suspended, discharged or demoted without just cause. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.
- B. Nothing herein contained will be construed as limiting the right of any Maintenance employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Association; provided, however, if the Association later determines that, in its view, the adjustment is inconsistent with the terms of the agreement, then the Association shall be given the opportunity to present such views to the members of the administration. The Employees informal discussion shall not toll the timelines for filing a grievance.

**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 which has been confirmed in writing.

A. Level One

An employee who wishes to pursue a grievance must, within five (5) days after the date he/she first knew or reasonably should have known of the event/events giving rise to the grievance, submit the grievance in writing to the Director of Facilities through the Association's representative. The written grievance shall set forth (1) the alleged facts upon which the grievance is based, (2) reference to the provision(s) of the Contract allegedly violated; and (3) the specific remedy requested. A grievance form is set forth in Appendix F.

The Director of Facilities or designee shall meet with the grievant and render a decision in writing within five (5) days after receipt of the grievance. The Director of Facilities shall supply a copy thereof to the grievant and to his/her representative.

B. Level Two

1. If the grievance is not resolved at Level One, the grievant may within ten five (5) after the Director of Facilities response, file the grievance in writing with the Superintendent of Schools.
2. Within ten (10) days after the Superintendent's receipt of the written grievance, the Superintendent or 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 3

1. If the grievance is not resolved at Level Two, the grievant may within ten (10) days after the Superintendent's response, file the grievance in writing with the School Committee.
2. Within ten (10) days after the School Committee's receipt of the written grievance, the School Committee shall either meet with the aggrieved person(s) in an effort to resolve the grievance or render a decision.

D. Level Four

1. If the grievance is not resolved at Level Three, the Haverhill Public School Maintenance Association may within ten (10) days after the School Committee's response, submit the grievance to binding arbitration by sending written notice to the Superintendent, along with a list of names of arbitrators for consideration by the Committee. The Committee shall respond within ten (10) 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.
2. In the event the parties have not agreed on the selection of an arbitrator within thirty (30) days after the Superintendent's receipt of the Association's initial written notice, the Association may proceed to arbitration by filing a written notice with the American Arbitration Association, with a copy sent to the Superintendent of Schools. 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 in Paragraph C3.
3. The costs for the service 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.
4. It is expressly agreed and understood that this provision as to the arbitration will not apply to negotiations.
5. No grievance involving a discharge or suspension of an employee which is governed by regulations of the Civil Service Commission may be submitted for arbitration.

6. Any arbitrator appointed pursuant to this Article shall be without power to alter, amend, add to or delete from the express language of this agreement.

### **ARTICLE XI: OVERTIME**

Overtime is defined as work performed by employees covered by this Agreement for the School System, City of Haverhill, after an employee has worked in excess of forty hours in a work week at the request of the Superintendent of Schools and/or his/her designee or other person whose duty it is to employ. Holidays, bereavement (immediate family only), and jury duty are considered days worked. Overtime shall be paid at a rate of time and one-half the regular rate of pay. Maintenance services provided at non-school functions for which an outside group is responsible for the payment of services shall be considered days worked regardless of days taken. "Outside group" shall not include City activities, those of the Stadium Commission, School Athletics, Parent-Teacher Organizations, snow removal or election activities.

- A. Employees recalled for work on non-School Functions after completing their regular tour of duty shall be paid at a minimum of three (3) hours pay at the overtime rate of time and one half. Employees recalled must remain on the job site for the minimum three (3) hour duration and work during that time to be compensated, with the exception of alarm calls.
- B. All overtime assignments shall be made by use of a rating system according to the position type. Every member selected for assignment shall go to the bottom of the assignment list until the next opportunity becomes available. Records shall be maintained of all overtime assignments filled for a period of one (1) year to include the old assignment list, person chosen to work assignment, and the name of supervisor who made the assignment.
- C. Non-bargaining unit members shall not be offered overtime before members of the bargaining unit.

### **ARTICLE XII: SALARY**

1. Salary Schedule: General wage increase as follows:

Effective July 1, 2021	\$1.00 increase per hour - <i>Does Not Apply to Overtime</i>
Effective July 1, 2022	\$1.00 increase per hour - <i>Does Not Apply to Overtime</i>
Effective July 1, 2023	\$2.00 increase per hour
Effective July 1, 2024	3% increase
Effective July 1, 2025	3% increase

Effective July 1, 2023 The Plumber shall receive a one time market adjustment of \$3,000.

Please see salary scales in [Appendix A](#).

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, unless said person left the employment of the Haverhill Public Schools to become an active M.G.L. c. 32 retiree.

2. Second Shift Differential: The District may temporarily reassign an employee(s) to a second shift. Such temporary reassignments shall be limited to one time per year for a maximum of four (4) weeks per employee. Any employee(s) so assigned shall receive a differential in pay of twenty percent (20 %) which will apply to the days worked during the reassignment period only.
3. Installments: Each employee shall be paid an annual salary, as provided in the above referenced salary schedules, to be paid in twenty-six equal installments or its equivalent in any given fiscal year.
4. Yearly Increments: The increments established shall be an integral part of the wage scale and shall be accrued yearly upon satisfactory performance of his duties until an employee attains the maximum grade; provided, however, that an annual increment may be withheld by the EMPLOYER by written notice to the employee and the ASSOCIATION sixty (60) days prior to the date set by the EMPLOYER granting of increments, if the employee's performance was extremely poor.
5. Pay Cycle: All employees with at least six (6) months service as a maintenance employee for the Haverhill Public Schools, shall be placed on a new pay cycle as of July 1<sup>st</sup>. The pay cycle shall run from July 1 through June 30th of each year.
6. Direct Deposit: The parties agree that all new employees as of July 1, 2023, shall be paid any and all wages by direct deposit and electronic receipt notification process.
7. Retirement Bonus: All employees who have a minimum of ten (10) years' service in the Haverhill Public Schools and who are eligible to retire from the City of Haverhill pursuant to Massachusetts General Laws Chapter 32, will receive a one-time bonus of \$2,000.00. In order to receive said bonus, the affected employee must give a minimum of six (6) months' notice in writing. Said bonus to be paid within thirty (30) days after the effective date of said retirement.
8. Course Reimbursement: Effective July 1, 2024, employees shall receive course reimbursement up to One Thousand Dollars (\$1,000) per year for completing certificate programs in job related areas. In order to receive said reimbursement, the course must be pre-approved by the Superintendent of Schools and/or his/her designee and the employee must submit a copy of a certification of completion after taking the course.

Prior to taking the course(s):

- a. Submit the completed course approval/request for reimbursement form to Human Resources. Maintenance Staff 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.

Upon completion of course(s):

- a. Provide official transcripts/certificate verifying the college/university/organization, name of employee, title of course, date course was completed. Submit to Human Resources along with the signed course approval request.
- b. 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.

Any course reimbursement that was dispersed within two (2) years from the date of resignation, will be reimbursed to the District by the maintenance employee.

**ARTICLE XIII: HEALTH AND WELFARE**

A. 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 before 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 will be \$2,700 per plan year or whatever is allowable by law. The maximum annual allowable amount to be deducted on a pre-tax basis for Medical Dependent Care Account will be \$5,000.

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 XIV: NO STRIKES - NO LOCKOUTS**

Employees represented by the ASSOCIATION shall not engage in any strike, sit-down, slowdown, or work stoppage during the life of this Agreement; nor shall the EMPLOYER engage in any lockout during the life of this Agreement.

**ARTICLE XV: TERM OF AGREEMENT**

It is expressly agreed that the term of this Agreement shall be from July 1, 2021 through June 30, 2023, and July 1, 2023, through June 30, 2026. This Agreement shall automatically be extended for one (1) year unless the party seeking modifications, changes or amendments in the Agreement shall send written notice that he wishes to renegotiate the Agreement to the other party to this Agreement no later than thirty (30) days prior to the expiration date of this Agreement and no earlier than one hundred and fifty (150) days prior to the expiration date of this Agreement.

**ARTICLE XVI: OBLIGATIONS**

The members of the Haverhill Public School Maintenance Association shall abide by School Committee Regulations, except that in the event of any conflict between the terms of this collective bargaining agreement and the terms of the regulations this collective bargaining agreement shall be binding upon the parties.

Upon request, the School Committee shall give each newly appointed employee a copy of the effective collective bargaining agreement within two months of his/her appointment.

The Collective Bargaining Agreement shall be made available on the Haverhill Public Schools website.

No disciplinary materials shall be placed in the personnel file of an employee without his or her prior knowledge and written notification.

**ARTICLE XVII: DUES DEDUCTION AND AGENCY FEE**

Section 1. The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

- Section 2. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the City and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the Payroll Department. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to the Payroll Department; the Union will be notified immediately in writing of such written request to withdraw union dues authorization.
- Section 3. An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the City, and shall bear the signature of the employee. Said form may be completed on-line as an electronic form or completed, printed and sent to the Payroll Department. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days' notice, or in accordance with applicable law at said time of withdrawal request, whichever is greater, in writing to the Payroll Department; the Union will be notified immediately in writing of such written request to withdraw agency fee authorization.
- Section 4. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to his/her department head; the Union will be notified immediately in writing of such written request.
- Section 5. The Employer shall deduct dues or an agency fee and/or political education fund fees or deductions from the pay of employees who request such deduction(s) in accordance with this Article and transmit such funds to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted. Said list shall be provided to the Union consistent with the employer's payroll cycle and shall identify the name of each employee, the type of deduction being made, and the amount of each deduction being made on behalf of each employee.
- Section 6. In accordance with M.G.L. c. 150E s. 5A the employer shall provide the union the following information when a prospective employee accepts an offer of employment within 10 calendar days of acceptance:



The employee's: 1) name 2) job 3) title 4) worksite location 5) home address 6) work telephone number 7) home and personal cellular telephone numbers on file with the employer 8) date of hire 9) work email address and 10) personal email address on file with the employer.

In accordance with M.G.L. c. 150E s. 5A the employer shall notify the union when a prospective employee accepts an offer of employment within 10 calendar days of acceptance.

### **ARTICLE XIII: ASSOCIATION RIGHTS**

The Association may have a bulletin board in the maintenance building to be provided by the Association. The location of this bulletin board is subject to the approval of the Superintendent of Schools and/or his/her designee.

Association meetings may be conducted on school property with the advanced written notification and approval of the building principal. Such meetings may not be conducted during regular school hours unless authorized by the Superintendent in advance. Association members are not excused from their work responsibilities and/or duties during this time. The Superintendent of Schools and/or his/her designee must be notified of any non-Association members that will be in the building for the purposes of attending an Association meeting.

The President, Vice-President, Treasurer, and/or Secretary (Executive Board) of the Association may be excused from their work responsibilities and duties, with the expressed approval of the Superintendent or his/her designee, during their regular work hours, without loss of pay, for the purposes of attending collective bargaining sessions, grievance hearings, civil service appeals, and arbitrations. In such instances, the Superintendent, or his/her designee, may request union representation to be present and conversely, the Association may request to be in attendance. If the Association requests that member(s) of its Executive Board be in attendance during their regular work hours, then the Association must provide such request, in writing, to the Superintendent of Schools for approval.

### **ARTICLE XIX: COPE**

The Committee agrees to honor and transmit to the Union contribution deductions to the Service Employees International Union, Local 888 COPE Fund from the employees who are union members and who sign deduction authorization cards. The deduction shall be in the amounts and with frequency specified on the political contribution deduction authorization cards which will read:

I hereby authorize my Employer to deduct from my pay the sum of \_\_\_\_\_ for each pay period and forward that amount weekly to SEIU, Local 888 COPE Fund. This authorization is voluntary and made on the specific understanding that the signing of this authorization and the making of payment to the SEIU COPE Fund Committee is not a condition of membership in the Union or as a condition of employment and that the SEIU Local 888 COPE Fund Committee will use the money it receives to make political contributions and expenditures in connection with federal, state, and local elections.

### **ARTICLE XX: TRAVEL ALLOWANCE**

The Committee agrees to compensate itinerant maintenance employees for travel according to the IRS standard established as of January 1st each year and to be applied the following July through June.

### **ARTICLE XXI: JOINT LABOR/MANAGEMENT COMMITTEE**

There shall be a joint labor/management committee composed of three (3) representatives from management and three (3) representatives from the Union. The committee shall meet once a month, unless the parties agree otherwise, to discuss items of concern at any time during the life of this Agreement.

### **ARTICLE XXII: CLOTHING AND TOOL ALLOWANCE**

Effective July 1, 2023, maintenance employee will be required to wear, daily and on recall (excluding emergency situations), as a condition of employment, the following standard uniform as determined by the Haverhill School Committee:

School System Logo: Haverhill Public Schools (Logo and wording at the discretion of the Superintendent and or his/her designee);

Uniforms: HPS agrees to provide uniforms through a designated vendor. Each member will be authorized to spend up to \$600 per annum on the following uniform parts. The member must contact the vendor directly for the items, and personally manage any problems with sizes or quality. The vendor will direct bill the Haverhill Public Schools.

Maintenance Staff:

- 5 pair work blue pants or jeans
- 5 work shirts (T-shirt, polo or button down) with HPS logo
- A three season jacket or 3 blue sweatshirts with HPS logo winter coat (OSHA approved high visibility safety coat) every third year.
- Pair of work boots or work shoes (OSHA approved)

The Committee and Association agree that proper maintenance, safe use, care and safekeeping of tools is primarily the responsibility of the employee using those tools. The Haverhill Public Schools will supply tools/equipment, which will be assigned to and secured in the district vehicle. The employee will be expected to safely keep and maintain their maintenance department vehicle and all the tools and equipment supplied with the vehicle.

Maintenance employees are to report damaged, lost or stolen equipment immediately to the Director of Facilities. Tools and supplies, including replacements, can be ordered through the requisition process. All tools and supplies are the property of the Haverhill Public Schools.

### **ARTICLE XXIII: CONDITIONS OF EMPLOYMENT**

#### **1. Vehicle Policy**

The Haverhill Public Schools provides vehicles for business use to allow employees to drive on company-designated business. All employees of the Maintenance Department are to adhere to the Haverhill School Committee Vehicle Policy. The Haverhill Public Schools retains the right to amend or terminate this policy at any time. (The term "vehicle," as used in these guidelines, includes, but is not limited to, cars, trucks, backhoes, front-end loaders etc...)

#### **2. Skilled Licensed Laborers**

Skilled licensed laborers are required to hold a license issued by the State of Massachusetts in order to be eligible to work in the Haverhill Public Schools. It is the direct responsibility of the employee to attain, retain and renew their license. Upon issuance and renewal the employee is to forward a copy to the Human Resource Department of the Haverhill Public Schools.

#### **3. Criminal Charges**

It is the direct responsibility of the employee to notify the Superintendent of Schools within 24 (twenty-four) hours, or as soon as able thereafter, of his/her criminal arrest or the issuance of a criminal complaint/indictment against the employee.

### **ARTICLE XXIV: EVALUATION**

#### **1. Evaluation**

The Association and the Committee shall complete the negotiations for an evaluation procedure and document by December 1, 2024. The new Evaluation Procedure shall be referenced and incorporated into Article XXIV of the contract and as a new Appendix B.

This Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives.

HAVERHILL SCHOOL COMMITTEE

HAVERHILL SCHOOL MAINTENANCE  
ASSOCIATION

By: \_\_\_\_\_  
Paul Magliocchetti, Vice Chairperson

By: \_\_\_\_\_  
NAME

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Appendix A: Salary Scales

Hourly Rates	FY21	FY22	FY23	FY24	FY25	FY26
		\$1.00	\$1.00	\$2.00	3%	3%
Maintenance Mechanic	\$ 23.08	\$ 24.08	\$ 25.08	\$ 27.08	\$ 27.89	\$ 28.73
Maintenance Mechanic B*	\$ 23.31	\$ 24.31	\$ 25.31	\$ 27.31	\$ 28.13	
Plumber**	\$ 30.91	\$ 31.91	\$ 32.91	\$ 36.35	\$ 37.44	\$ 38.57
HVAC***			\$ 40.87	\$ 42.87	\$ 44.16	\$ 45.48
Electrician***			\$ 37.50	\$ 39.50	\$ 40.69	\$ 41.91

Base Salaries	FY21	FY22	FY23	FY24	FY25	FY26
		\$1.00	\$1.00	\$2.00	3%	3%
Maintenance Mechanic	\$ 48,006	\$ 50,086	\$ 52,166	\$ 56,326	\$ 58,016	\$ 59,757
Maintenance Mechanic B*	\$ 48,485	\$ 50,565	\$ 52,645	\$ 56,805	\$ 58,509	
Plumber**	\$ 64,293	\$ 66,373	\$ 68,453	\$ 75,613	\$ 77,881	\$ 80,218
HVAC***			\$ 85,010	\$ 89,170	\$ 91,845	\$ 94,600
Electrician***			\$ 78,000	\$ 82,160	\$ 84,625	\$ 87,164

\* Will be eliminated at end of FY25 due to retirement

\*\* Includes \$3,000 increase converted to hourly in FY24 - Plumber only

\*\*\* No Increase for FY22 or FY23 based on hire date

## **Appendix B: Evaluations**

The Association and the Committee shall complete the negotiations for an evaluation procedure and document by December 1, 2024. The new Evaluation Procedure shall be referenced and incorporated into Article XXIV of the contract and as a new Appendix B.