

AGREEMENT BETWEEN HAMILTON-WENHAM SCHOOL COMMITTEE

AND

HAMILTON-WENHAM OFFICE PERSONNEL

July 1, 2024 - June 30, 2027

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PREAMBLE

ARTICLE I: CLASSIFICATION OF POSITIONS

All positions covered by this agreement will fall into one of two categories: 1) Full Year and 2) School Year. Full Year is defined as full time, 12 months per year. School Year is defined as 184 workdays per year, which shall annually mirror the Teacher Work Year as outlined in the District Calendar. For School Year employees, any additional days beyond 184 workdays must be approved annually and in advance by the Assistant Superintendent for Administration and Finance.

Beginning July 1, 2019, the position of "Data Entry Specialist" will no longer be a part of the Office Personnel Collective Bargaining Unit.

Employees who are appointed to Office Personnel positions that are less than a full-time equivalent shall accrue benefits on a pro-rata basis.

ARTICLE II: RECOGNITION

The Committee recognizes the Unit, pursuant to the provisions of Chapter 1S0E of the General Laws, as the exclusive representative for the purposes of collective bargaining with respect to wages or salaries, hours, and other conditions of employment for all full-time and part-time Secretaries and Accounts Payable Clerks, excluding the Superintendent's Secretary and all other managerial and confidential employees.

ARTICLE III: PAYROLL DEDUCTIONS ASSOCIATION DUES

3.1 ASSOCIATION DUES

The Committee agrees to deduct Association dues from the salaries of office staff who authorize said deductions.

3.1.1 No one shall be required to become or remain a member of the Association as a condition of employment in the Hamilton-Wenham Regional School District.

It is the express intent of the parties that the provisions of this Article be and subject to the following conditions:

3.1.2 The sum which represents such yearly Association dues shall annually be certified to the Committee no later than the first workday of the school year in which the dues are to be deduced as constituting such by the Treasurer of the Association. No change may be made in the amount of the annual dues to be deducted subsequent to this date.

The employee's authorization shall be in writing in the form set forth below and shall be valid ~~until~~ for the school year in order to be effective for that school year. Withdrawal of authorization may be made by an employee upon at least sixty (60) days' notice in writing of such withdrawal of authorization to the Committee (with a copy of said notice to the Association) except that a notice of withdrawal of authorization filed before the second Friday of the school year shall cause no payroll deductions to be made from the employee's salary during the school year.

3.1.3 All office staff with valid authorization on the second Friday of the school year are obligated for the entire amount of the annual Association dues. If an employee leaves the system or withdraws this authorization before the entire amount of the annual dues has been deducted, the balance due will be deducted from the last paycheck prior to the effective day of the employee leaving the system or the withdrawal of authorization, as the case may be.

3.1.4 Deductions shall be made from either ten (10) or twenty (20) consecutive payrolls, at the employee's election starting with the first payroll in October. Deductions provided for above shall be remitted to the Treasurer of the Association no later than three (3) weeks following the payroll period in which the deductions are made. Prior to the first payroll in October, the Committee shall furnish the Treasurer of the Association a listing of the office staff from whose earnings deductions will be made.

3.1.5 The Association agrees that it will indemnify and hold the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Committee in accordance with the terms of this article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such employee.

3.1.6 The provisions of this Article shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the District Treasurer shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporation of Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the District Treasurer.

3.2 OTHER VOLUNTARY PAYROLL DEDUCTIONS

The Committee agrees that after receipt of written authorization from and prior to revocation or expiration thereof, it will deduct from the salary of the employee executing such authorization, the amounts due for tax sheltered annuities, and/or group life and health insurance. Said authorization shall be in a form made available by the Superintendent.

3.3 DIRECT DEPOSIT OPTION

The parties agree to the establishment of a procedure whereby bargaining unit members may directly deposit paychecks in banks which are part of the clearinghouse network in which the District participates.

ARTICLE IV: REIMBURSEMENT REQUEST

Office personnel should submit a request for reimbursement form and receipt for approval from their immediate supervisor for reimbursement for cleaning or repairing garments soiled or damaged while performing job duties. The reimbursement amount will not exceed $150.00 per incident.

ARTICLE V: EQUAL OPPORTUNITY EMPLOYER

The District does not discriminate in its programs, activities or employment practices based on race, color, national origin, religion, gender, sexual orientation, or disability. In accordance with Title IX of the Education Amendments of 1972 and Chapter 622 of the Acts of 1971.

ARTICLE VI: UNIT ACTIVITY ON SCHOOL PROPERTY

The Committee agrees to allow representatives of the Hamilton Wenham Office Staff/Personnel/MTA to enter the school premises to confer with employees during lunch, breaks or after work hours as long as care is used not to disrupt the work school schedule and approval is obtained from the Superintendent or his/her designee.

ARTICLE VII: GRIEVANCE PROCEDURE

7.1 PURPOSE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to each and every grievance. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

In order to insure the ability of office staff to pursue freely their rights under this Article, the Committee agrees that no reprisals of any kind will be taken by the School Committee or by any member of the

administration against any party in interest, any member of the Association or any participant in the grievance procedure by reason of such participation.

7.2 DEFINITIONS

The following definitions shall apply for the purposes of this Agreement.

a. A "grievance" shall mean a complaint by an employee (or in the case of a group or class grievance, or a group or class of office staff employees that as to such employee (or employees) the Committee has interpreted and applied this Agreement in violation of a provision hereof.

b. An "aggrieved employee" shall mean the employee or employees making the complaint, except that in some cases the Association may make the complaint.

7.3 TIME LIMITS

Since it is important that all grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement in writing “Days” used in this Article shall mean business days (Monday through Friday). If a member or the Association does not present the grievance in accordance with Section 7.5.1 or 7.7.4, respectively, within twenty (20) days after the member or the Association, respectively, first knew or reasonably should have known of the act or condition on which the grievance is based, then the grievance shall not be subject to the grievance procedure or to arbitration under this Article. A grievance which is not pursued within this time limit at any stage of this grievance and arbitration procedure shall be deemed waived and shall not thereafter be subject to the grievance procedure or to arbitration under this Article.

7.4 REPRESENTATION

Nothing in this Agreement shall prevent any office staff employee from individually presenting any grievance without the intervention of the Association, provided the adjustment is not in violation of the terms of this Agreement and provided further that the Association may be present at grievance meetings and state its position on the grievance.

The employee may be represented at any or all stages in the grievance procedure by a person of his/her own choosing from within the Association, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association.

7.5 GRIEVANCE PROCEDURE

7.5.1 Supervisor Level: The aggrieved employee must first present the grievance including the contract provisions alleged to have been violated either orally or in writing to their immediate supervisor outside of the bargaining unit within twenty {20) days after the member first knew or reasonably should have known of the act or condition on which the grievance is based. The supervisor or designee shall meet with the aggrieved employee to discuss the grievance and shall provide a decision in writing within five (5) days after

the presentation of the grievance at this level.

7.5.2 Superintendent Level: If the grievance is not settled at the preceding level, the grievance may be presented, in writing, to the Superintendent within five (5) days after the receipt of the decision in the preceding level. The specific nature of the complaint and the contract provisions alleged to have been violated shall be included at this time. The Superintendent or his/her designee shall meet with the aggrieved employee within five (5) days after receipt of the written grievance. The Superintendent or his/her designee shall issue a written decision within five (5) days after the conclusion of such meeting.

7.5.3 Appeal to Arbitration: If the grievance is not settled at the preceding level, the Association may submit the grievance to arbitration in accordance with Section 7.6. The Association President shall give written notice to the Committee, in care of the Superintendent, of such decision no later than ten (10) days after receipt of the decision by the Superintendent at the preceding level.

7.6 ARBITRATION

In the event the Association submits a grievance to arbitration (Section 7.5.3.); the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this section.

7.6.1 Selection of Arbitrator: Within ten (10) days after receipt of notice of submission to arbitration, referred to in Section 7.5.3., the Committee or its designee and the Association will endeavor to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain a commitment to serve, the grievance may be referred to the American Arbitration Association by the Association within twenty (20) days after receipt of the notice of submission to arbitration. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations. The School District and the Association shall share equally in compensation and expenses of the arbitrator.

7.6.2 Question of Arbitrability: Questions of Arbitrability are not waived and may be raised by either party in arbitration or in any other appropriate forum.

7.6.3 Conduct of Arbitration: Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations, subject to the provisions of this Agreement.

7.6.4 Arbitrator's Function and Authority: The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from any of the provisions of this Agreement. In reaching his/her decision, the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein.

The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Association, and the employee(s) who initiated the grievance.

7.7 OTHER

7.7.1 If a decision at any level is not provided within the time limit specified, the grievance shall be d deemed denied on the day the decision was due and shall be qualified to be taken to the next level.

7.7.2 Decisions, rendered at all levels described in Section 7.5.1, shall be in writing and will be transmitted promptly to all parties in interest including the President of the Association.

7.7.3 All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the aggrieved employees. Such documents shall be held by the Superintendent.

7.7.4 Group Grievance: If the grievance affects a group or class of office personnel, the Association may directly submit such grievance in writing at the Superintendent level.

7.8 COMPLAINT PROCEDURE

Complaints over working conditions not specifically covered by this agreement should be reported in writing to the unit member's immediate supervisor outside of the bargaining unit within twenty (20) working days of the origin of a concern. Said immediate supervisor will be responsible and must meet with the individual within five (5) working days to discuss the concern and will provide a written response within three (3) days.

In the event that the response is not satisfactory, the employee may notify the Superintendent. The Superintendent or his/her designee will meet with the individual within five (5) days and respond in writing within three (3) days. The Superintendent will make the final decision regarding the disposition of the complaint. The employee has the right to have an Association representative present.

ARTICLE VIII: HOURS OF WORK AND OVERTIME

The length of a full-time workday is eight (8) hours which includes a 30-minute duty-free paid lunch. The start and end time of a workday may vary by position and building as recommended by the supervisor and with the approval of the Superintendent of Schools.

The workday will be established between the hours of 7 a.m. and 5 p.m. However, a work schedule established outside of this time period may be established by mutual agreement between the employee and his/her supervisor.

8.1 BREAKS

An employee who works six (6) hours or more per day is entitled to a 15-minute break in the morning. Breaks must be taken in such a manner that the office is appropriately covered. If coverage is not made available, Members will submit a timesheet for the amount of time they were not covered to be approved by their supervisor, not to exceed 15 minutes per day.

8.2 LUNCH

Employees who work more than 6 hours per day are entitled to a 30-minute duty-free paid lunch. This is subject to a schedule developed by their immediate supervisor. If coverage is not made available, Members will submit a timesheet for the amount of time they were not covered to be approved by their supervisor, not to exceed 30 minutes per day.

8.3 OVERTIME

Employees who are asked by their supervisors to work in excess of forty (40) hours in a work week will be compensated at one-and-one-half of their regular straight time rate. Overtime must be authorized by the immediate supervisor on the appropriate District form.

8.4 PAYROLL DIRECT DEPOSIT

All employees have the opportunity, and are encouraged, to participate in payroll direct deposit.

ARTICLE IX: INCLEMENT WEATHER

INCLEMENT WEATHER

Employees will not be required to report for work when school is canceled because of inclement weather. If necessary, members responsible for payroll will be required to report for work during an inclement weather day and will be compensated for additional hours and/or compensatory time at the straight time rate.

In the event that an employee was scheduled for a personal or vacation day on a day that school is closed due to inclement weather said employee will not be charged for the use of the personal or vacation day.

Members will be paid for delayed opening time, but they must report for work at the time determined by the Superintendent or his/her designee. If school is dismissed early, office personnel shall be dismissed from work 30 minutes after the students are dismissed, without loss of pay.

ARTICLE X: SICK LEAVE AND LEAVES OF ABSENCE

10.1 SICK LEAVE

Employees who work a minimum of twenty (20) hours per week on a regular basis are entitled to sick leave benefits to cover absences due to personal illness or illness in the immediate family. In the event of illness, employees are required to call their supervisor as soon as possible.

Sick days are to be allocated at the rate of one-and-one-half days per month (fifteen [15] days for school year employees and eighteen [18] days for full year employees) for the first year of employment cumulative to the number of days of the Member's work year. In subsequent years, employees will be granted fifteen 15) days (less than 12 month/school year) or eighteen (18) days (twelve month/full year)

as of the first week worked in a new year. The Superintendent reserves the right to consider individual cases for the purposes of granting additional sick days for extraordinary circumstances.

10.2 BEREAVEMENT LEAVE

a. Up to five (5) extra days per year for death in the immediate household or immediate family of such employee, or the death of another close significant person to the Union member. Notification of the need for such leave shall be made to the Superintendent.

b. Additional consecutive days may be granted upon request with approval of the Superintendent for the following reasons: travel, distance and time, legal matter, religious reasons, delayed funeral or for any other unforeseen circumstances. However, the determination of the Superintendent concerning such additional days shall not be subject to the grievance and arbitration procedures of this Agreement.

10.3 PERSONAL LEAVE

10.3.1 Each employee who works a minimum of a 20-hour week will be granted two (2) days' non-cumulative personal leave for the purpose of transacting or attending to imperative legal business, household, family, or other matters that cannot be attended to outside of working hours. Personal leave will not be granted to extend a vacation or holiday period.

10.3.2 Additional days may be granted upon the recommendation of the principal and at the discretion of the Superintendent.

10.3.3 Except in instances of hardship, written requests for such leave will be made to the principal at least 48 hours in advance with the reason for requesting such leave.

10.3.4 A member may carry over one additional personal leave day for a total of three days in the subsequent year.

10.4 RELIGIOUS LEAVE

Each employee may be granted non-cumulative, paid leave for the purpose of attending to religious obligations. Such leave will not exceed three days per school year.

10.5 PARENTAL LEAVE

10.5.1 Parental Leave shall be granted to all bargaining unit members in compliance with the Massachusetts Parental Leave Act (MPLA) (M.G.L. c. 149, s. 105D) or the federal Family Medical Leave Act (as applicable). Employees taking leave under the MPLA (8 weeks of leave) or FMLA (12 weeks of leave) will be granted the following paid leave benefits, prior to accessing any other paid leave benefits in the CBA:

A. Up to two (2) work weeks paid parental leave, on consecutive work days, not to be charged to

other paid leave. Non-birth parents may use their family sick leave under 10.1 of this contract for an additional 15 paid days, if they have such days to use.

B. Upon receipt of a doctor's note verifying disability periods due to pregnancy or childbirth that certifies the length of time the member will be disabled, a member is eligible to use accumulated sick days toward the leave.
C. Except as provided for in paragraphs A and B, parental leave shall be unpaid.
D. Paid parental leave must be used within the period of time covered by MPLA and/or FMLA leave.
E. If both parents are members of the bargaining unit, each shall be entitled to two (2) work weeks of paid parental leave; provided both parents may not be on paid parental leave at the same time.
F. Paid parental leave shall be prorated based on the employee's regular hours of work.
G. After the expiration of leave under this agreement and applicable laws, an employee may take up to one (1) additional year of unpaid childrearing leave as a matter of right. Any requests for additional parental leave may be granted by the Superintendent under extenuating circumstances.
H. Upon completion of a parental leave, the employee shall be restored to the position they held when their leave commenced, or to a substantially equivalent position.

10.5.2 Any employee whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for up to six (6) months in accordance with Massachusetts General Laws. Such requests must be made to the principal, with final approval granted by the Superintendent.

10.5.3 A leave of absence without pay for six (6) months will be granted for the purpose of caring for an ill spouse, parent, child, or sibling, as well as for other relative(s) provided he/she/they reside in the employee's household and who is/are dependent upon the employee for care. Such requests must be made to the principal, with final approval granted by the Superintendent.

10.6 FAMILY AND MEDICAL LEAVE ACT

10.6.1 The Superintendent agrees to comply with the Family and Medical Leave Act.

10.7 UNPAID LEAVE

Any employee whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for up to six (6) months in accordance with Massachusetts General Laws. Such requests must be made to the principal, with final approval granted by the Superintendent.

10.7.1 A leave of absence without pay for six (6) months will be granted for the purpose of caring for an ill spouse, parent, child, or sibling, as well as for other relative(s) provided he/she/they reside in the employee's household and who is/are dependent upon the employee for care. Such requests must be made to the principal, with final approval granted by the Superintendent.

10.8 MILITARY LEAVE

10.8.1 Any employee, who enlists or is drafted into the military service of the United States, or in an auxiliary corps connected therewith, is granted a leave of absence without pay. In accordance with MGL Chapter 708 of the Acts of 1941, of the Acts of 1943, Chapter 367 of the Acts of 1947, and Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), members and former members of the U.S. armed forces (active and reserves) have the right to return to the position he/she held before military service. Upon written request to the Superintendent of Schools within five years (total) after the termination of such service, the employee shall be reinstated or reemployed in the same or similar office or position held by him/her at the time of enlistment or conscription, provided that if so required by the Superintendent of Schools, he/she files the certificate of a registered physician that he/she is not disabled or incapacitated from performing the duties of office or position. Upon his/her immediate return, his/her salary shall be the same he/she would have received had the period before his/her military service had been spent in the Hamilton- Wenham Regional School District.

10.8.2 Notice: The employee (or responsible officer from military unit) must give advance notice to the Superintendent before leaving for active duty. Notice can be oral or in writing, but one can best protect one's rights by sending a letter by certified mail, or having the Superintendent sign a copy of the letter, acknowledging receipt.

10.8.3 Duration: The employee can be gone from his/her position for up to five years (total). Any absences from the HWRSD protected under previous law count towards the total. Most periodic and Special Reserve and National Guard training does not count towards the five-year total.

10.8.4 Prompt Return to Work: If the employee has been gone up to 30 days, the employee must report to the first workday which begins after safe travel time from the duty site plus eight hours to rest. If the employee has been gone 31 to 180 days, the employee must apply in writing for work within fourteen (14) days after completing military service. If the employee has been gone 181 days or more, the employee must apply in writing for work within ninety (90) days.

ARTICLE XI: SICK LEAVE BUY BACK

11.1 PAYMENT CALCULATION

Members who retire from the school district will be paid for all accumulated unused sick days in accordance with the following formula: (Number of Sick Days) x (Final Year's per diem Salary Rate) x 5%. Payment for accumulated unused sick days will be paid no later than July 30 the fiscal year after retirement, provided that written notification of retirement was received by December 1 of year preceding retirement. This applies to a unit Member with ten (10) or more years of service in the District as of June 30, 2010, who chooses between the 403(b) plan and sick-day buy-back. All other members are not eligible for sick-day buy-back.

11.2 403B PLAN

The School Committee agrees to contribute to a matching 403(b) Plan for all Unit employees. A Unit Member who wishes to participate in the program must notify the Superintendent in writing no later than June 1st preceding the 1st year of participation. The School Committee will match the first **five hundred ($500)** contributed by each employee. The School Committee will not be responsible for any administrative costs relating to this program and the only legal responsibility related to the 403(b) Plan will be to transmit the contribution to the appropriate vendor or vendors.

ARTICLE XII: SICK LEAVE BANK

a. All Members are eligible to participate in the Sick Leave Bank (Bank).
b. The Bank will be managed on a Contract Year basis (July 1st - June 30th).
c. Each Member will contribute two (2) sick days per Contract Year to the Bank during the term of this Agreement beginning in Year 1.A passive enrollment will occur at the beginning of each Contract Year; each Member will be automatically enrolled in the Bank unless he/she opts out by sending written notification to the Superintendent (or Designee) within two (2) weeks of their first day of employment. Members will not be reimbursed for prior year contributions to the Bank if they choose to opt out of the Bank in subsequent years.
d. Any balance in the Bank that exists at the end of a Contract Year shall be automatically carried over to the next Contract Year.
e. The Bank will be administered by the Assistant Superintendent (or Designee) and will be maintained within the District's Accounting System.
f. If the Bank becomes exhausted during any Contract Year, it shall be renewed through a passive contribution of one (1) additional sick day from all active Bank Members.
g. Members are limited to draw a maximum of ninety (90) sick days from the Bank during their employment with the District.
h. Members must be active participants in the Bank in order to be eligible to draw from the Bank.
i. A Member must have exhausted all accrued sick and personal time in order to be eligible to draw from the Bank.
j. A Member cannot access Bank benefits concurrently with Long Term Disability or other similar benefits.
l. A Member can only access the Bank as a result of his or her own serious health condition (e.g. Illness or Accident).
m. An Application for Sick Leave Bank Benefits must be made, in advance, and in writing to the Superintendent (or Designee) and must be accompanied by a Certification (Letter) from the Members Primary Health Care Provider. The Certification must be deemed satisfactory by the Superintendent (or Designee). If it is not satisfactory, the Superintendent (or Designee) can request that additional medical information be provided before an Application can be approved.
n. After consultation with the Association President, the decision of the Superintendent (or Designee) with respect to any Application for Sick Leave Bank benefits shall be final.

ARTICLE XIII: VACATION LEAVE

13.1 VACATION LEAVE

All members will complete a request for leave indicating "Vacation" no later than three weeks before to vacation and will receive a reply from his/her supervisor/principal/director within one week. Exceptions to the three-week notification may be made by the principal or immediate supervisor based on extenuating circumstances. The request shall not be unreasonably denied.

13.2 VACATION CARRYOVER

A member will automatically carry over up to 5 accrued (unused) vacation days from the previous fiscal year.

13.3 NUMBER OF VACATION DAYS – FULL-YEAR MEMBERS

During the first year of employment, Full-Year members will be entitled to one (1) day per month up to a total of ten (10) days.

1 year	10 vacation days	14 years	22 vacation days
5 years	15 vacation days	16 years	23 vacation days
10 years	20 vacation days	18 years	24 vacation days
12 years	21 vacation days	20 years	25 vacation days

13.4 NUMBER OF VACATION DAYS – SCHOOL-YEAR MEMBERS

School-Year members will be entitled to one half (1/2) a day payment per month for a total of five (5) days. Less than 12-month members will be compensated for the following number of vacation days.

1 year	5 vacation days	5 years	10 vacation days

13.5 PAYMENT FOR VACATION DAYS

Upon the resignation, retirement or any other termination of employment, the employee shall be paid for all vacation days including the prorated amount (the number of months worked divided by twelve) for the year in which the employee leaves the District. In the event that an employee dies while employed by the District, the unused and prorated vacation days shall be paid to the estate of the employee.

13.6 UNPAID VACATION LEAVE

Any Unit member may apply to take an unpaid vacation of up to two weeks during the month of July subject to the approval of their immediate supervisor.

ARTICLE XIV: HOLIDAYS

14.1 SCHOOL YEAR EMPLOYEES

School-Year employees will be paid for the following holidays:

Labor Day	Day after Thanksgiving	Martin Luther King, Jr. Day
Columbus Day	Half-Day Christmas Eve	President's Day
Veterans' Day	Christmas Day	Patriot's Day Memorial Day
Half-Day before Thanksgiving Day	Half-Day New Year's Day	Juneteenth
Thanksgiving Day	New Year's Day	

Independence Day is a holiday if it falls during the work year. The Friday before Labor Day will be a holiday if school is not in session. In the event that Good Friday is designated as a holiday by the school district, this section will be updated.

14.2 FULL YEAR EMPLOYEES

Full-Year employees will be paid for the following holidays:

Labor Day	Day after Thanksgiving	Martin Luther King, Jr. Day
Columbus Day	Half-Day Christmas Eve	President's Day
Veterans' Day	Christmas Day	Patriot's Day Memorial Day
Half-Day before Thanksgiving Day	Half-Day New Year's Eve	Juneteenth
Thanksgiving Day	New Year's Day	

Independence Day is a holiday if it falls during the work year. The Friday before Labor Day will be a holiday if school is not in session. In the event that Good Friday is designated as a holiday by the school district, this section will be updated.

14.3 HALF-DAY

For the purpose of this Article a "half" day is designed as one half hour after the release of students on days when school is in session. On days when school is not in session, a "half" day holiday is considered to be four (4) hours.

ARTICLE XV: JURY DUTY

The Committee agrees to pay any employee who is called to jury duty the difference between his/her regular salary and his/her payments for jury service minus travel reimbursement for workdays actually missed. To be eligible for payment under this section, a member must furnish documentary evidence from the court that sets forth the amount of payments received by him/her as a juror. Payment by the Committee will be made as soon as practicable after the documentary evidence for a particular period of service is furnished.

ARTICLE XVI: SUBSTITUTES

The Hamilton-Wenham Regional School District reserves the right to develop and maintain a list of substitute secretaries who can be called upon on an as needed basis to work when employees are out.

ARTICLE XVII: INSURANCE

17.1 ELIGIBILITY

Health insurance and a group term life insurance policy in the amount of $20,000 are available to all active employees of the Hamilton-Wenham Regional School District, at the time that they enter employment and/or upon the reopening date of said plans. Health insurance benefits are available to dependents (up to the age of 26) of members of the bargaining unit in accordance with the applicable state and federal statutes. The group insurance plans of the District shall be procured and administered in accordance with General Laws.

17.2 PLANS

- The parties agree to continue bargaining health insurance benefits and plan design, and premium contribution rates pursuant to MGL c 328, Section 19.

- The committee will reimburse members on HMO Plans for the first 50% of their deductible: $500 for members with individual coverage and $1,000 with family coverage. The HPHC Health Reimbursement Account (HRA) claims process will automatically provide payment to the Member. Members will not be required to submit paperwork. Members enrolled in the Point of Service and Preferred Provider Option plans will not be eligible for the Health Reimbursement Account (HRA) referenced above.

17.3 FLEXIBLE SPENDING ACCOUNTS

- All employees will enroll in the same plan and will be eligible for on-line enrollment. The deduction period will run from October through June. The number of deductions will be determined by the payroll calendar for the fiscal year."

- An employee will be eligible to deposit up to the maximum amount allowed under Federal Law into his/her health care flexible spending account."

- An employee will be eligible to deposit up to the maximum amount allowed under Federal Law into in his/her dependent care account.

ARTICLE XVIII: REDUCTION IN FORCE

The District will determine the location where the layoffs will occur and the category and the classification that will be reduced. In deciding which individual to layoff, the principal and/or the Superintendent for District Office Staff will consider the following factors: professional competency and ability, qualifications, and areas of specialty. In the event that two or more bargaining members in the same category have relatively equal qualifications and ability, the Superintendent shall layoff the member with the least seniority.

To this section the categories shall be as follows:

- School year employees
- Full-Year employees
- Accounts payable

In the event that it becomes necessary to layoff members of the bargaining unit, the following procedures will be followed:

- Seniority shall be determined by months of continuous service in the Hamilton-Wenham Regional School District, including any period spent on a paid leave of absence.
- A bargaining unit member will receive a minimum of thirty (30) days' notice prior to the intended layoff.

ARTICLE XIX: RECALL

A bargaining unit member who has been employed in the school district for at least three (3) consecutive years shall be entitled to the recall to a bargaining unit position for a period of fifteen (15) months following the date of the layoff. Said bargaining unit member shall have preference in inverse order of the layoff to fill any vacancy in a position within the same category. For the purpose of this section the categories shall be as follows: school-year employees, full-year employees, payroll coordinator, and district office full-year student services secretary.

A member shall notify the Superintendent in writing of his or her acceptance in any position offered under this recall provision within seven (7) days of the date the Superintendent mailed the offer of employment to the member's address of record as filed with the Superintendent.

A member who is offered and then declines recall to a vacant position shall have no further recall rights after the second recall refusal.

During the effective period of recall rights members may continue group insurance coverage provided by the school district to members of the bargaining unit by paying the full premium cost.

The rights and benefits of accrued sick leave, seniority, and salary placement, which the member enjoyed as of the date of the layoff, shall be restored to him or her upon his or her return from the layoff.

ARTICLE XX: VACANCIES AND PROMOTIONS

All vacancies within the bargaining unit that the Committee intends to fill will be posted for a minimum of five (5) days. The Administration will consider members of the bargaining unit who apply for vacant positions

ARTICLE XXI: WORKMEN'S COMPENSATION BENEFITS

Members of the bargaining unit shall be covered by the provisions of the Massachusetts Workmen's Compensation Act, General Laws of the Commonwealth, Chapter 152.

ARTICLE XXII: PROFESSIONAL DEVELOPMENT

The School Committee agrees to allocate the sum of $10,500 per year to be used by bargaining unit members for professional development. Each bargaining unit member who works at least 40 hours per week is eligible for up to $750 per year to be used for professional development. Members who work less than 40 hours per week are eligible for $375 for course reimbursement per year. The funds will be distributed on a first-come, first-served basis. Reimbursement requires proof of course completion. Courses shall be relevant to the employee's position and current responsibilities. Courses are not limited to semester-long programs, and may include workshops, seminars or on-line courses. All PD courses must be approved in advance by the Assistant Superintendent of Administration and Finance in order to qualify for reimbursement.

Members will be reimbursed for any necessary and pre-approved expenses relating to travel required as part of the member's work responsibilities. Mileage reimbursement shall be based upon the mileage amount at the Internal Revenue Service rate.

ARTICLE XXIII: DEGREE CREDIT (COMPENSATION)

A member who possesses an Associate's Degree from an accredited secretarial school or college will be granted an annual stipend of $750 subject to the approval of the Superintendent.

A member who possesses a Bachelor's Degree in from an accredited college or university will be granted an annual stipend of $1,000 subject to the approval of the Superintendent.

A member who possesses a Master's Degree from an accredited college or university will be granted an annual stipend of $1,500 subject to the approval of the Superintendent.

ARTICLE XXIV: SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this Agreement or to the extent that it violated the law: but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted articles, sections, or clauses.

ARTICLE XXV: EVALUATION PROCESS

New employees are considered to be "employees at will" for the first 90 consecutive days of employment. The District may discharge an employee during this 90 probationary period with or without cause. Any such action shall not be the basis of a grievance.

After the first 90 days members are considered a full employee of the district and will be evaluated according to the system described herein. Members will be evaluated by their supervisor/principal/director, who shall be employed outside of the bargaining unit. The evaluation will be ongoing and will be based on observations of the employee's performance relative to the specific

requirements of the employee's position. By June 1 of each year, each member will receive at least one formal written evaluation that includes a recommendation on his or her employment status for the following year. The document (instrument) used for the evaluation will be mutually agreed upon by the Association and the School Committee.

If a member has received an overall rating of "Needs Improvement," the member will be put on an Improvement Plan. Said Improvement Plan will have specific guidelines regarding the performance improvements required and the timelines to demonstrate these improvements. The Improvement Plan will be in place for 6 months. If, at the midway point of the improvement plan, the employee demonstrates a level of acceptable proficiency as defined by the evaluator, the improvement plan may be terminated at the discretion of the evaluator. If, after 6 months, the member has not demonstrated improvement, the member may be terminated from employment.

Improvement Plan Details:

An Improvement Plan is for those Employees that have received an overall rating of "Needs Improvement" on their Annual Performance Review.

An Employee on an Improvement Plan shall work with their Evaluator. The Evaluator is responsible for providing the Employee with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Employee must complete to demonstrate improvement and the assistance to be provided to the Employee by the district.

The Improvement Plan process shall include:

Within ten (10) school days of notification to the Employee that the Employee is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Employee to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Employee.

- The Employee may request that a representative of the Association attend the meeting(s).
- The Association President will be informed that an Employee has been placed on an Improvement Plan and will be provided with the name of the Employee and the time of all meetings.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), that must be improved;
- Describe the activities and work products the Employee must complete as a means of improving performance;
- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Employee;

- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s);
- Identify the individuals assigned to assist the Employee which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Employee and Evaluator.

A copy of the signed Plan shall be provided to the Employee. The Employee's signature indicates that the Employee received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

Decision on the Employee's status at the conclusion of the Improvement Plan:

All determinations below must be made no later than June 1. One of two decisions must be made at the conclusion of the Improvement Plan:

- If the Evaluator determines that the Employee has improved his/her practice to the level of proficiency, the Employee will continue in employment.
- If the Evaluator determines that the Employee has not made substantial progress toward proficiency and that the Employee's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Employee be dismissed.
- If the Employee disagrees with the recommendation to be dismissed, they have the right to follow the grievance procedure.

ARTICLE XXVI: PERSONNEL FILES

Each member shall have the right, upon written request, to examine and copy any and all material contained in the personnel files maintained in the central office. Whenever any records of a member are placed in his/her file, such employee shall be promptly notified and given a copy of such material.

ARTICLE XXVII: BONDING OF EMPLOYEES

The Committee agrees that all employees are bonded in accordance with the relevant statutory and regulatory requirements.

ARTICLE XXVIII: LONGEVITY

Effective July 1, 2024, Longevity payments shall be based upon continuous service in the bargaining unit of July 1 (12 month) and September 1 (less than 12 month)

Members will be eligible to receive longevity payments prorated to their FTE according to Schedule A or B in the Appendix.

Note: All employees hired before July 1, 2009 longevity compensation will be based on Schedule B in the Appendix

ARTICLE XXIX: RETIREMENT

Bargaining unit members shall be eligible for retirement consistent with State law.

ARTICLE XXX: RIGHTS OF THE SCHOOL COMMITTEE

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee and/or the Superintendent of Schools responsibility to the people of the towns of Hamilton and Wenham for the quality of education in, and the efficient and economical operation of the Hamilton Wenham Regional School District, it is herein agreed that except as specifically and directly modified, amended, or abridged by expressed language in a specific provision of this Agreement, the Committee and/or the Superintendent of Schools retains all rights and powers that it has or may hereafter be granted by law and may lawfully exercise the same at its discretion without such exercise being made the subject of a grievance or unfair labor practice charge.

ARTICLE XXXI: DURATION

This agreement will be effective July 1, 2024, through June 30, 2027.

SIGNATURES

This Agreement for Hamilton-Wenham Regional School District Office Personnel Association is executed in duplicate and agreed to on April 25, 2024, by Representatives of the Hamilton-Wenham Regional School District Office Personnel Association and by the Hamilton- Wenham Regional School District Committee. This Agreement supersedes any other agreement between the parties.

Dana Allara
Hamilton-Wenham Regional School District
Chairperson, School Committee

4/25/24
Date:

Nicholas Ristaino
HW Education Association President

4/26/24
Date

*Original Signature on file District Offices

APPENDIX A - 2024- 2025 SALARY SCHEDULE

Schedule for Office Personnel Salaries (Add $1,050 and redistribute @ 1.75%, Add Step 9 @ 2.0%, 3.5% COLA)

ADMIN 1						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$52,874		$25.42
		2		$53,799		$25.86
		3		$54,741		$26.32
		4		$55,699		$26.78
		5		$56,673		$27.25
		6		$57,665		$27.72
		7		$58,674		$28.21
		8		$59,701		$28.70
		9		$60,895		$29.28

Office Personnel for: HS Principal; MS Principal, Elementary Principals; Adm. Asst. to Dir. of Curr., Assess. and Inst.; Adm. Asst. for Dir. of Student Services

ADMIN 2						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$48,637		$23.38
		2		$49,488		$23.79
		3		$50,354		$24.21
		4		$51,235		$24.63
		5		$52,132		$25.06
		6		$53,044		$25.50
		7		$53,972		$25.95
		8		$54,917		$26.40
		9		$56,015		$26.93

Office Personnel for: Full Year & School Year Student Services; HS Asst. Principal; School Year Guidance; School Year MS Asst. Principal; Athletics; Building Use; Maintenance and Facilities; School Year Food Services; HS Records

BUSINESS:						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$53,515		$25.73
		2		$54,451		$26.18
		3		$55,404		$26.64
		4		$56,374		$27.10
		5		$57,360		$27.58
		6		$58,364		$28.06
		7		$59,385		$28.55
		8		$60,425		$29.05
		9		$61,633		$29.63

Office Personnel for: Accounts Payable

(1) – Add $500 for completion of the FY13 Training Incentive to base salary, where applicable

(2) – Add $1,000 for completion of the FY14 Training Incentive to base salary, where applicable

Note: Base Annual Hourly rates have been calculated by dividing the annual base salary by the number of hours available in a standard work year (Salary divided by 2,080 hours which is 260 days multiplied by 8 hours per day)

APPENDIX A - 2025- 2026 SALARY SCHEDULE

Schedule for Office Personnel Salaries (Add a Step 10 @ 2.0%, 3.5% COLA)

ADMIN 1						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$54,725		$26.31
		2		$55,682		$26.77
		3		$56,657		$27.24
		4		$57,648		$27.72
		5		$58,657		$28.20
		6		$59,683		$28.69
		7		$60,728		$29.20
		8		$61,791		$29.71
		9		$63,026		$30.30
		10		$64,287		$30.91

Office Personnel for: HS Principal; MS Principal, Elementary Principals; Adm. Asst. to Dir. of Curr., Assess. and Inst.; Adm. Asst. for Dir. of Student Services

ADMIN 2						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$50,339		$24.20
		2		$51,220		$24.63
		3		$52,116		$25.06
		4		$53,028		$25.49
		5		$53,957		$25.94
		6		$54,901		$26.39
		7		$55,861		$26.86
		8		$56,839		$27.33
		9		$57,976		$27.87
		10		$59,135		$28.43

Office Personnel for: Full Year & School Year Student Services; HS Asst. Principal; School Year Guidance; School Year MS Asst. Principal; Athletics; Building Use; Maintenance and Facilities; School Year Food Services; HS Records

BUSINESS:						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$55,388		$26.63
		2		$56,357		$27.09
		3		$57,343		$27.57
		4		$58,347		$28.05
		5		$59,368		$28.54
		6		$60,407		$29.04
		7		$61,463		$29.55
		8		$62,540		$30.07
		9		$63,790		$30.67
		10		$65,066		$31.28

Office Personnel for: Accounts Payable

(1) – Add $500 for completion of the FY13 Training Incentive to base salary, where applicable

(2) – Add $1,000 for completion of the FY14 Training Incentive to base salary, where applicable

Note: Base Annual Hourly rates have been calculated by dividing the annual base salary by the number of hours available in a standard work year (Salary divided by 2,080 hours which is 260 days multiplied by 8 hours per day)

APPENDIX A - 2026- 2027 SALARY SCHEDULE

Schedule for Office Personnel Salaries (Add a Step 10 @ 2.0%, 3.5% COLA)

ADMIN 1						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$56,640		$27.23
		2		$57,631		$27.71
		3		$58,640		$28.19
		4		$59,666		$28.69
		5		$60,710		$29.19
		6		$61,772		$29.70
		7		$62,853		$30.22
		8		$63,954		$30.75
		9		$65,232		$31.36
		10		$66,537		$31.99

Office Personnel for: HS Principal; MS Principal, Elementary Principals; Adm. Asst. to Dir. of Curr., Assess. and Inst.; Adm. Asst. for Dir. of Student Services

ADMIN 2						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$52,101		$25.05
		2		$53,013		$25.49
		3		$53,940		$25.93
		4		$54,884		$26.39
		5		$55,845		$26.85
		6		$56,823		$27.32
		7		$57,816		$27.80
		8		$58,828		$28.28
		9		$60,005		$28.85
		10		$61,205		$29.43

Office Personnel for: Full Year & School Year Student Services; HS Asst. Principal; School Year Guidance; School Year MS Asst. Principal; Athletics; Building Use; Maintenance and Facilities; School Year Food Services; HS Records

BUSINESS:						
		STEP		**Annual (1) (2)**		**Hourly**
		1		$57,327		$27.56
		2		$58,329		$28.04
		3		$59,350		$28.53
		4		$60,389		$29.03
		5		$61,446		$29.54
		6		$62,521		$30.06
		7		$63,614		$30.58
		8		$64,729		$31.12
		9		$66,023		$31.74
		10		$67,343		$32.38

Office Personnel for: Accounts Payable

(1) – Add $500 for completion of the FY13 Training Incentive to base salary, where applicable

(2) – Add $1,000 for completion of the FY14 Training Incentive to base salary, where applicable

Note: Base Annual Hourly rates have been calculated by dividing the annual base salary by the number of hours available in a standard work year (Salary divided by 2,080 hours which is 260 days multiplied by 8 hours per day)

APPENDIX B: LONGEVITY

Schedule A Longevity (Members hired after July 1, 2009)

Length of Service	**Annual Amount**
10 - 14 Years	$800
15 - 19 Years	$1,000
20 - 24 Years	$1,200
25+ Years	$1,400

Schedule B Longevity (Members hired before July 1, 2009)

Years of Service	**Amount**
1	$ -
2	$ -
3	$ -
4	$ -
5	$ -
6	$ -
7	$ -
8	$ -
9	$ -
10	$ -
11	$ 200.00
12	$ 400.00
13	$ 600.00
14	$ 800.00
15	$ 1,000.00
16	$ 1,200.00
17	$ 1,400.00
18	$ 1,600.00
19	$ 1,800.00
20	$ 2,000.00

Years of Service	**Amount**
21	$ 2,200.00
22	$ 2,400.00
23	$ 2,600.00
24	$ 2,800.00
25	$ 3,000.00
26	$ 3,200.00
27	$ 3,400.00
28	$ 3,600.00
29	$ 3,800.00
30	$ 4,000.00
31	$ 4,200.00
32	$ 4,400.00
33	$ 4,600.00
34	$ 4,800.00
35	$ 5,000.00
36	$ 5,200.00
37	$ 5,400.00
38	$ 5,600.00
39	$ 5,800.00
40	$ 6,000.00

APPENDIX C: PAYROLL DUES DEDUCTION AUTHORIZATION FORM

HAMILTON-WENHAM
REGIONAL SCHOOL DISTRICT

PAYROLL DUES DEDUCTION AUTHORIZATION FORM

To: Hamilton-Wenham Regional School District Committee Hamilton, Massachusetts

I hereby request and authorize the District Treasurer to deduct from my salary, and to remit to the Treasurer of the Hamilton-Wenham Regional Teachers Association, my yearly professional dues as established by the Teachers Association (herein called the "Association"), the Massachusetts Teachers Association and the National Education Association as certified to you by the Treasurer

of the Association. The said dues shall be deducted pursuant to this authorization and pursuant to Article II of an Agreement between the School Committee and the Association, which is incorporated herein by reference.

I understand that this authorization continues until withdrawn by me and that the Committee is obligated to deduct the entire amount of my yearly professional dues in each school year in which this authorization continues as of the second Friday of that school year, regardless of my subsequent withdrawal of authorization or leaving the employment of the school district.

Signature _____

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

OFFICE PERSONNEL PERFORMANCE EVALUATION

Name:_ _____ Evaluator: _____

Job Title: _____ Date of Hire: _____

Date: _____

	Needs Improvement	Meets Expectations	Exceeds Expectations
INTERPERSONAL SKILLS			
Responds to changes in routine in a calm and even manner	_____	_____	_____
Communicates effectively	_____	_____	_____
Maintains positive working relations	_____	_____	_____
Demonstrates cooperation, courtesy, and positive attitude	_____	_____	_____
Responds to constructive recommendations	_____	_____	_____
WORK ETHIC			
Is dependable	_____	_____	_____
Is punctual	_____	_____	_____
Maintains confidentiality	_____	_____	_____
PRODUCTIVITY			
Produces a high volume of work	_____	_____	_____
Handles multiple tasks	_____	_____	_____

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

Produces quality work	_____	_____	_____
Organizes time and materials, and plans effectively	_____	_____	_____
Meets deadlines and goals	_____	_____	_____

INITIATIVE/CREATIVITY

Is willing to learn new duties	_____	_____	_____
Has good analytical skills	_____	_____	_____
Demonstrates good problem solving skills	_____	_____	_____
Finds ways to make suggestions for improvement.	_____	_____	_____

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:
Please include any comments you would like to make about the above information.

APPENDIX D: OFFICE PERSONNEL PERFORMANCE EVALUATION

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

In addition, in terms of professional development, what do you feel would be helpful during the next evaluation period? Please explain.

Date Evaluation Report given to Employee: _____

Date of Final Evaluation Conference: _____

Supervisor's Signature: _____

Date: _____

My signature acknowledges receipt of this report on the date indicated and knowledge that it will be inserted into my personnel file. It does not indicate agreement or disagreement with its content. I understand that I have the right and I am encouraged to comment on this evaluation within ten (10) days, the copy of which will be attached to this report.

Employee's Signature: _____

Date: _____

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

OFFICE PERSONNEL PROFESSIONAL DEVELOPMENT PRE-APPROVAL/REIMBURSEMENT REQUEST

Name: _____ Date: _____

Choose School Location:

BUKER☐ CUTLER☐ WINTHROP☐ MILES RIVER☐ HWRHS ☐ DISTRICT☐

Course Title: _____

Course Location: _____

Course Date & Time: _____

Course Relevance to your Position (Describe): _____

_____

_____

Course Cost: _____

Office Use Only:

Reimbursement Amount #001.400.1410.9.9.099.600.5 $ _____

*In order to receive reimbursment, you must include a copy of receipt showing proof of payment.

_____ _____

Pre-Approval Signature Date
Assistant Superintendent for Finance & Administration

_____ _____

Approval of Reimbursement Signature Date
Assistant Superintendent for Finance & Administration