AGREEMENT

BETWEEN THE

IPSWICH SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 2905

(Clerical)

(7/1/2021-6/30/2024)

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THIS AGREEMENT is made and entered into on this ____ day of May 2019, by and between the Ipswich School Committee (hereinafter referred to as the "Committee") and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 2905 (hereinafter referred to as the "Union").

The purpose of this Agreement is the promotion of harmonious relations between the Committee and the Union, the establishment of an equitable and peaceable procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1. RECOGNITION

The Committee recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for full time and part time regularly employed clerical employees including the Building Principal's Administrative Assistant ; but excluding the secretary to the School Committee, the secretary to the Superintendent of Schools, the Secretary Assistant, the Accounting & Business Specialist position, the Payroll Coordinator confidential and managerial employees, and all other employees as set forth in the certification of representatives by the Labor Relations Commission of the Commonwealth of Massachusetts in Case No. MCR-3078.

ARTICLE 2. MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the School Committee's business operations, working force and facilities are exclusively vested in the School Committee. Without limiting the generality of the foregoing, the Committee has the right to plan, direct and control the Committee's business operations and working force, to hire, transfer, promote and lay off employees, and to demote, discipline, suspend or discharge employees for just cause, the right to determine the hours, schedules and assignments of work, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, such rights being vested exclusively in the management of the Committee.

ARTICLE 3. UNION DUES

During the life of this Agreement and in accordance with the terms of the form of authorization of checkoff of dues hereinafter set forth in Appendix A, the Committee agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the weekly pay of each employee who shall authorize it by the signing and furnishing to it of such checkoff of dues form, and remit the aggregate amount to the Treasurer of the Union, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the Committee of the name and address of the Treasurer of the Union and such notification shall bear the signature of the President and

Recording Secretary of the Local Union. In the event of any change of the Treasurer of the Union, the Committee shall be notified by the same method. The Union shall reimburse the Committee for any money paid out or any claim for liability of any kind, as well as any expense in connection with any claim or lawsuit arising by reason of action taken or not taken in compliance with the provisions of this Section.

ARTICLE 4. GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the provisions of this Agreement.

<u>Step 1</u>: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance with her/his principal or immediate supervisor within five (5) working days of the date of the grievance or of the date the employee acquired or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The principal or immediate supervisor shall attempt to adjust the matter and shall respond to the Steward within five (5) working days after the submission of the grievance to her/him in Step 1.

<u>Step 2</u>: If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent of Schools, or her/his designated representative within five (5) working days after the principal's or immediate supervisor's response is due, or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent of Schools shall respond to the Steward in writing within five (5) working days after the submission of the grievance to her/him in Step 2.

<u>Step 3</u>: If the grievance still remains unresolved, it shall be taken up with the Ipswich School Committee within seven (7) working days after the response of the Superintendent of Schools is due, or received, whichever is earlier. Such grievance shall be submitted in writing. The Committee shall respond in writing within fifteen (15) working days after the submission of the grievance to it in Step 3.

<u>Step 4</u>: If the grievance is still unresolved, either party may, within fifteen (15) days after the reply of the School Committee is due, or received, whichever is earlier, by written notice to the other, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association The arbitrator's authority shall be limited to matters involving the interpretation and application of the specific provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of her/his authority, the decision of the arbitrator, to the extent permitted by law, shall be final and binding. The expenses of such arbitration shall be shared equally by the Committee and the Union.

Grievances involving disciplinary action shall be processed beginning at the second step of the grievance procedure. If a grievance involving disciplinary action is arbitrated and the

arbitrator finds that the imposition of the discipline was not for just cause, she/he shall have the power to order reinstatement and back pay, appropriate fringe benefits and other privileges which would have inured to the employee had she/he not been so disciplined for such period as the arbitrator may deem equitable from the time of the award back to the time of the disciplinary action. Any award which provides for a reinstatement with back pay shall provide that to be deducted therefrom shall be all earnings of the employee from gainful employment and all payments of unemployment compensation during the period of the disciplinary action. Earnings from a job in existence and worked regularly by the employee prior to the imposition of discipline shall not be deducted. Failure of the grievant to present a grievance within and advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth herein may be enlarged by the consent of the parties hereto in writing.

ARTICLE 5. HOURS OF WORK

Section 1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

The regularly scheduled workweek for full-time employees shall consist of five (5) consecutive seven (7) or eight (8) hour days, Monday through Friday.

The regularly scheduled workweek for the secretarial assistants shall consist of five (5) consecutive seven (7) or six and one-half (6.5) hour days, Monday through Friday.

Section 2. The Committee retains the right to establish and change for each employee the number of hours in the workday, the starting and quitting times, the number of hours in the workweek, and the length of the work year, provided, however, that no such change shall be made in an arbitrary or capricious manner. The standard of review of the Committee's action under this Article shall be whether the Committee acted in an arbitrary or capricious manner.

Section 3. Any employee whose normal schedule is less than the prescribed hours above shall maintain such schedule, subject to change as herein provided.

Section 4.

A. The employees normal schedule on Fridays during the summer period, as determined by the Superintendent of Schools, shall end at 12:00 noon.

B. Hours normally worked after 12:00 noon on said Fridays shall be assigned by the Administration to be worked on other days of the week.

C. Employees, notwithstanding the above, may be assigned by the Administration to work on Fridays so as to fulfill work needs.

D. The Administration and/or School Committee reserves the right to terminate the "Friday Hours", as aforementioned, at any time. Such termination shall not be subject to challenge.

ARTICLE 6. EXTRA TIME AND OVERTIME

Section 1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half $(1\frac{1}{2})$ times their regular straight time rate of pay for all work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one day, but without duplication.

Section 2. Whenever the words "extra time" are used in this Agreement, they shall mean the time during which the employee shall have been required to work in excess of the amount of her/his regularly scheduled hours but not more than forty (40) hours in one (1) week.

Section 3. Extra time shall be paid at the employee's regular straight-time rate of pay or compensatory time off will be granted at the rate of one hour of compensatory time off for each hour worked. Straight-time pay will not be paid for extra time or compensatory time off will not be granted for extra time unless said time received the prior approval of the Superintendent.

ARTICLE 7. WAGE PLAN

The Wage Plan for employees covered by the Agreement is set forth in Appendix B to this Agreement. All employees shall receive their pay through direct deposit. (Each employee who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the District's payroll office). The District will assist an employee who has a documented hardship in establishing direct deposit. The District may provide employees with electronic pay advices in lieu of paper advices/paystubs. The parties agree that the District shall have the right to implement a bi-weekly payroll system.

ARTICLE 8. VACATION

- Section 1. Effective June 30, 2019, though employees accrue vacation days on a monthly basis, they will receive the following vacation days on an annual basis on July 1:
 - A. Employees hired on or before June 30, 2019.

Continuous Service	Amount of Paid Vacation Days Per Year
0-5 years	Accrual of .833 days per month/10 days
6-10 years	Accrual of 1.25 days per month/15 days
11-20 years	Accrual of 1.677 days per month/20 days
21 or more years	Accrual of 2.1 days per month/25 days

B. Employees hired on or after July 1, 2019.

Continuous Service	Amount of Paid Vacation Days Per Year
0-7 years	Accrual of .833 days per month/10 days
8 or more years	Accrual of 1.25 days per month/15 days

- Section 2. Employees hired after the July 1 date will receive vacation days on a pro-rated basis after their 180-day probationary period.
- Section 3. Part-time employees will receive vacation on a pro-rated basis.
- Section 4. Vacation shall be scheduled at the discretion of the Superintendent, subject to operational needs. In the event of conflict of desires within the established schedule, seniority shall control absent extenuating circumstances and subject to operating needs.
- Section 5. An employee, upon written approval of the Superintendent, may carry over up to ten (10) vacation days after July 1 of each year.
- Section 6. Upon termination of employment, the employee shall receive payment of earned vacation leave, however, in the event that an employee terminates employment with a negative balance the School Committee may withhold from the final paycheck an amount equal to the negative balance.

In the event termination is caused by death, payment of earned vacation shall be made to the legal representative of the deceased employee.

Section 7. Employees will not accrue vacation for any month in which they are on an unpaid leave of absence.

ARTICLE 9. SICK LEAVE

A. Sick leave is accrued at the rate of one and one-quarter (1¹/₄) days per month and is cumulative to 180 days for regular personnel. Employees will not accrue sick leave for any month in which they are on an unpaid leave of absence.

B. Personnel who work less than thirty-five (35) hours per week or a full year will accrue one and one-quarter (1¹/₄) days of sick leave for each full month employed.

C. Part-time personnel receive sick leave on a pro-rated basis.

D. Employees of the bargaining unit on a voluntary basis and subject to the approval of the Superintendent may be allowed to donate accrued sick leave to another member who has exhausted his/her sick leave and has a medically certified long term illness or injury. The

Superintendent's denial of such additional sick leave shall not be subject to the grievance and arbitration provisions of this Agreement.

E. Employees who have completed twenty (20) years of continuous District service will be eligible for Sick Leave Buy Back provided the employee retires and notifies the School Department of their retirement by January 1st of the school year at the end of which the retirement is effective. (Payment to be made to estate if death occurs while employed and other conditions are met.) Sick Leave Buy Back will only be paid for days in excess of 100 days to the employee's credit at the effective date of retirement and will be paid as follows:

- (a) Days 101 to 150 \$25.00 per day = \$1,250.00
- (b) Days 151 to 180 30.00 per day $\frac{950.00}{2,150.00}$

F. Employees may use their sick leave to take care of an ill or injured member of the employee's immediate family, subject to the following terms and conditions:

- a. No more than five (5) days per contract year may be so used.
- b. The illness or injury must be major.
- c. The request to utilize sick leave days in such manner must be made in writing to the Superintendent or his designee and is subject to his/her approval. In the event that the Superintendent or his designee denies any such request, his/her denial is not challengeable.
- d. Immediate family as used herein shall mean: Parents, spouse, mother-in-law, father-in-law, children, persons residing in household.

G. If an employee uses sick leave for three consecutive day absences, the superintendent, or his/her designee may require the employee to present a doctor's certificate that is acceptable to the Superintendent or his/her designee.

ARTICLE 10. PAID HOLIDAYS

- (1) Applicable Only to Regular Employees Other Than Secretarial Assistants
 - A. Regular employees are entitled to eleven (11) paid holidays per year which are:

New Year's Day	Fourth of July
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

B. Regular employees are entitled to one additional paid non-working day at Thanksgiving. In order to be eligible for holiday pay for any holiday, employees must work their scheduled shifts immediately before and after the holiday absent approved paid leave or approved sick leave.

C. Other employees are entitled to paid holidays on a pro-rated basis. Personnel are entitled to paid holidays occurring within the month or months that they are employed.

D. Employees shall be released at 1:00 p.m. on the day before Thanksgiving provided school is not in session.

(2) [THIS SECTION INTENTIONALLY LEFT BLANK

(3) Anything contained in this Agreement to the contrary notwithstanding, in the event school is in session on any of the holidays referred to in Article 10, and employees are required to work on such day/s, it shall be considered a regular work day/s, not a holiday/s, and the employees who otherwise would have been entitled to such holiday/s shall be granted a different holiday day/s off at a time mutually agreed upon with the Superintendent.

ARTICLE 11. LEAVE

A. Personal Leave

- 1. An employee may be granted time off for a maximum of two (2) days per fiscal year for which he/she will be paid at her/his straight time rate to conduct personal business, that is, to attend to legal, religious, ceremonial, and other appointments which cannot be scheduled after normal duty hours. Personal leave may not be utilized for such matters (not exhaustive) as recreational activities, travel facilitation, or other job demands.
- 2. Employees requesting personal leave shall submit their request in writing on a form provided by the school department as soon as possible but not less than seven (7) days prior to the requested day except when such notice cannot be so given. Such request is subject to the approval of the Superintendent or his/her designee. The Superintendent, or designee, may require the employee to state, explain and/or provide information to establish that the reason for the requested personal leave satisfies the requirements of paragraph #1 of this section.

B. Funeral Leave

1. In the event of the death in the immediate family of an employee, he/she will be granted leave in the amount of five (5) working days. Immediate family means parent, brother, sister, spouse or child of an employee.

2. In the event of the death of other relatives of the employee, he/she will be granted leave in the amount of three (3) working days.

3. In the event of the death of a close friend of the employee, he/she will be granted leave of one (1) working day to attend the funeral.

4. Subject to the approval of the Superintendent, or his/her designee, additional days off and/or days off to individuals not provided for herein, may be granted.

ARTICLE 12. RETIREMENT BENEFITS

A. All regular employees are required to join the Essex County Retirement System which defines the percentage of salary that will be withheld.

B. Effective July 1, 2022, a sum of \$1,000.00 shall be paid to employees retiring under the County Retirement Plan in the last month of employment.

ARTICLE 13. HEALTH BENEFITS

The Committee shall pay the following percentage of the premium cost for insurance coverage as provided by the Town under M.G.L. Chapter 32B, subject to the Committee's right to do so:

A. HMO 65% B. PPO 65%

ARTICLE 14. IN-SERVICE TRAINING COURSES

The School Committee may reimburse employees for all or part of the tuition and expenses incurred for in-service training courses benefiting the school system.

ARTICLE 15. MISCELLANEOUS

A. A mileage fee consistent with the IRS standard mileage rates upon submission of a proper voucher, will be given to those secretaries who, by necessity, travel between schools.

B. The granting of unpaid absences shall be discretionary with the Superintendent. An employee may appeal the Superintendent's denial of any such leave to the Committee provided, however, the Committee's decision thereon shall not be arbitrable.

C. The Committee will reimburse employees for the cost (tuition) of a CPR or First Aid or First Responder course. Such reimbursement shall not be charged against "Tuition Reimbursement" (see Article 22).

D. Employees may be required to wear identification badges.

ARTICLE 16. PROBATIONARY EMPLOYEES

Each new employee and each employee re-hired after a break in service shall be considered a probationary employee for the first 180 days of active employment. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Committee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 17. JUST CAUSE

Employees who have passed their probationary period shall not be disciplined or discharged without just cause.

ARTICLE 18. SENIORITY

Section 1. Seniority is defined as the length of service of an employee in the bargaining unit commencing with the date of his/her most recent hiring. There shall be separate groupings for full-time employees and for part-time employees. A part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours per week. Separate seniority shall operate in each grouping provided, however, that in applying the concept of seniority, all the full-time employees will be deemed senior to the part-time employees.

Section 2. With respect to decrease or increase of the working force, transfers, assignment to shift work and promotions within the bargaining unit, ability, performance, attendance, the quality and quantity of the employee's work and the ability to perform a range and variety of duties shall govern. Where among two or more employees these criteria are substantially equal, seniority shall be the determining factor.

Section 3. Anything contained herein to the contrary notwithstanding, there shall be separate seniority groupings for Secretarial Assistants. In a reduction in force situation, a Secretarial Assistant, even assuming "criteria are substantially equal" cannot "bump" or "displace" a regular full-time secretarial employee.

ARTICLE 19. JOB POSTING AND BIDDING

Whenever a permanent vacancy occurs in the bargaining unit and the Committee desires to fill such vacancy, the Committee shall post a notice of vacancy in a conspicuous place for a period of seven (7) days. Employees interested in such vacancy shall apply in writing within the posting period.

The Committee may fill said job from applicants within the bargaining unit or outside of the bargaining unit, provided, however, that preference shall be given to applicants from within the bargaining unit where such applicants' qualifications equal or exceed those of applicants from outside of the bargaining unit. As between applicants from within the bargaining unit the principles set forth in ARTICLE 19 shall govern. If the open job is filled by awarding it to an applicant from within the bargaining unit, she/he shall have a trial period of a maximum of thirty

(30) calendar days during which she/he may be removed at any time if it appears that she/he is not qualified to do the job. If she/he is so removed, she/he shall be returned to her/his former position and rate if the former position is vacant.

ARTICLE 20. FUNDING

In the event the total Committee budget presented to Town Meeting by the Committee for Fiscal Year 2022, 2023, 2024 is not fully funded, the new Wage Agreement for 7/1/2021 - 6/30/2024 shall be of no force and effect, at the discretion of the Committee. In such case, the parties shall meet to negotiate as if no Wage Agreement for the 7/1/2021 - 6/30/2024 period had been reached.

ARTICLE 21. TUITION REIMBURSEMENT

Employees shall be eligible for tuition reimbursement subject to the following terms and conditions:

- 1. The course must be work related.
- 2. The course must be preapproved by the Superintendent. The denial by the Superintendent is not challengeable.
- 3. The employee must obtain a grade of B or better, or pass, if pass/fail system.
- 4. Within 30 days of receipt of appropriate written evidence, the Committee shall reimburse the employee his/her tuition payment as follows:

100% of the first \$175.00 and 50% of the balance.

5. Not more than one course per employee per contract year will be reimbursed.

ARTICLE 22. JURY DUTY

The Committee agrees to make up the difference in an employee's wages between the employee's regular week's wages and compensation received for jury duty, provided she/he reports for work on each workday when she/he is excused from such duty. A certificate setting forth the amount received by such employee for Jury Pay shall be delivered to the Committee by the employee.

ARTICLE 23. DURATION

This Agreement shall become effective July 1, 2021 except as otherwise provided herein, and shall continue in full force and effect until June 30, 2024. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than January 1, 2024, after written notice by either party of its desire to commence negotiations for a successor

Agreement. The Committee and the Union, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2022.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 2905

By: Carol Markland 11/5/2022 Council 93 IPSWICH SCHOOL COMMITTEE

	DocuSigned by:	
By:		11/5/2022
•	000E0D004D0410	

By:

Local 2905

APPENDIX A

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO 8 Beacon Street. Boston. Massachusetts 02108 • Telephone (617)367-6000. AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
(Name of Employee – Please Print)
ТО:
(Name of Employee – Please Print)
Effective I hereby request and. authorize you to deduct from my
(Date)
earnings each the amount of \$ This amount shall be paid to the
(Payroll Period).
treasurer of AFSCME Local Union No• and represents payment of my Union Dues.
I further authorize any change in the amount to be deducted which is certified by the
above-named employee organization as a uniform change in its Union Dues structure.
This authorization shall remain in effect unless terminated by me upon sixty days advance
written notice to the Union and the Employer or upon termination of my
employment.
Date
Street Home Tel. # ()
City State Zip
Dept/Div/Facility
Work Location
Job Title
Social Security # Job Code #
Unit #

EMPLOYER'S COPY

APPENDIX B

AFSCME – CLERICAL HOURLY RATE SCHEDULE

Effective July 1, 2021 – 2%

Group	Category	Step 1	Step 2	Step 3	Step 4	Step 5
			After 6	After 18	After 30	After 42
		Start	months	months	months	months
1	Clerk	21.21	21.80	22.43	23.17	23.77
2	Secretary	22.43	23.17	23.78	24.53	25.13
3	Head School Secretary	23.17	23.78	24.53	25.28	25.87
4	Administrative Secretary	23.78	24.53	25.27	25.88	26.47
	Building Principal's					
5	Administrative Assistant	24.80	25.55	26.29	26.90	27.49
6	Accounts Payable and Payroll	25.30	25.88	27.01	27.59	28.17

To advance a step an employee must have been in the prior step for one full year.

AFSCME – CLERICAL HOURLY RATE SCHEDULE

Effective July 1, 2022 – 2%

Group	Category	Step 1	Step 2	Step 3	Step 4	Step 5
			After 6	After 18	After 30	After 42
		Start	months	months	months	months
1	Clerk	21.63	22.23	22.88	23.64	24.24
2	Secretary	22.88	23.64	24.25	25.02	25.64
3	Head School Secretary	23.64	24.25	25.02	25.78	26.38
4	Administrative Secretary	24.25	25.02	25.77	26.39	27.00
	Building Principal's					
5	Administrative Assistant	25.29	26.06	26.81	27.44	28.04
6	Accounts Payable and Payroll	25.80	26.39	27.55	28.14	28.74

To advance a step an employee must have been in the prior step for one full year.

AFSCME – CLERICAL HOURLY RATE SCHEDULE

Group	Category	Step	Step 2	Step 3	Step 4	Step 5	Step 6
		1					
			After 6	After 18	After 30	After 42	After 60
		Start	months	months	months	months	months
1	Clerk	22.06	22.68	23.34	24.11	24.73	24.87
2	Secretary	23.34	24.11	24.74	25.52	26.15	26.29
3	Head School Secretary	24.11	24.74	25.52	26.30	26.91	27.05
4	Administrative Secretary	24.74	25.52	26.29	26.92	27.54	27.68
	Building Principal's						
5	Administrative Assistant	25.80	26.58	27.35	27.98	28.60	28.74
	Accounts Payable and						
6	Payroll	26.32	26.92	28.10	28.71	29.31	29.45

Effective July 1, 2023 – 2%

To advance a step an employee must have been in the prior step for one full year.

2. Longevity

Employees who complete the following years of continuous service as an employee in the Ipswich Public Schools shall be eligible for longevity compensation, subject to the terms and conditions hereinafter provided.

Years of Continuous Service As an Employee in the <u>Ipswich Public Schools</u>	Amount of Longevity Payment
Five (5) or more years of continuous service	\$300.00
Ten (10) or more years of continuous service	\$600.00
Fifteen (15) or more years of continuous service	\$700.00
Twenty (20) or more years of continuous service	\$800.00

Eligibility shall be measured as of years of June 30.

The District reserves the right to determine where on the wage schedule to place new hires.

3. Payment Schedule

A weekly or bi-weekly payment schedule shall be implemented.

4. <u>General</u>

A. An employee shall be eligible to advance from Step 1 to Step 2 (or Step A to Step B in Group 11) after six months of continuous service in Step 1 (or Step A, as the case may be) and shall thereafter be eligible to advance from one step to the next step after one year of continuous service on each step. In the event a step raise is denied an employee for more than six months after an employee becomes eligible therefore, the denial shall be subject to the grievance procedure. The standard of review shall be whether the denial was arbitrary or capricious.

B. The Superintendent may, in his/her discretion, place new employees at a step greater than Step One or Step A, as the case may be.

C. The Superintendent may, in his/her discretion, place an employee in "Step 2", "Step 3", "Step 4", "Step 5" or "Step 6" (Step B, C, 1, 2, 3, or 4 in the case of Group 11) earlier than an employee would otherwise be eligible for said step placement/s.