

Agreement

between

Amherst, Pelham and Regional School Committees

and

Amherst-Pelham Education Association

Unit B

Clerical/Media Staff

July 1, 2013 – June 30, 2016

TABLE OF CONTENTS

| <u>ARTICLE</u>                              | <u>PAGE</u> |
|---|-------------|
| STATEMENT OF AGREEMENT .....                | 1           |
| 1. RECOGNITION .....                        | 1           |
| 2. SCOPE .....                              | 1           |
| 3. DURATION.....                            | 2           |
| 4. MANAGEMENT'S RIGHTS .....                | 2           |
| 5. JUST CAUSE/COMPLAINT PROCEDURE .....     | 3           |
| 6. NO STRIKE.....                           | 3           |
| 7. VOIDABLE WAIVER.....                     | 4           |
| 8. NEGOTIATION PROCEDURE .....              | 4           |
| 9. GRIEVANCE PROCEDURES .....               | 4           |
| 10. CONDITIONS OF EMPLOYMENT .....          | 6           |
| A. Full Year and School Year Employees..... | 6           |
| B. Work Day and Work Week.....              | 7           |
| C. Lunch Period.....                        | 7           |
| D. Rest Period .....                        | 7           |
| E. Responsibilities.....                    | 7           |
| F. Emergency School Closing.....            | 7           |
| G. Snow Days .....                          | 8           |
| H. Duties Outside Job Description.....      | 8           |
| I. Vacancies.....                           | 8           |
| J. Promotions.....                          | 9           |

|     |   |    |
|-----|---|----|
|     | K. New Hires .....                              | 9  |
|     | L. SNCB Checks.....                             | 9  |
| 11. | PAID HOLIDAYS.....                              | 9  |
| 12. | VACATIONS .....                                 | 10 |
| 13. | LEAVES OF ABSENCE.....                          | 12 |
|     | A. Leave of Absence.....                        | 12 |
|     | B. Court Leave.....                             | 12 |
| 14. | SICK LEAVE .....                                | 12 |
| 15. | FAMILY MEDICAL LEAVE ACT.....                   | 14 |
|     | A. Parental Leave of Absence.....               | 14 |
|     | B. FMLA Leave for Serious Health Condition..... | 15 |
| 16. | PERSONAL LEAVE.....                             | 16 |
| 17. | BEREAVEMENT LEAVE.....                          | 17 |
| 18. | EVALUATION.....                                 | 17 |
| 19. | PERSONNEL RECORDS .....                         | 17 |
| 20. | IN-SERVICE PROGRAMS .....                       | 18 |
| 21. | REDUCTION IN STAFF .....                        | 18 |
| 22. | SALARY SCHEDULES .....                          | 19 |
| 23. | OTHER COMPENSATION.....                         | 20 |
|     | A. Longevity .....                              | 20 |
|     | B. Merit Awards.....                            | 20 |
|     | C. Retirement.....                              | 20 |
|     | D. Insurance .....                              | 21 |

|   |    |
|---|----|
| E. Worker's Compensation .....                                | 21 |
| F. Course Reimbursement.....                                  | 21 |
| G. Compensation for Increased Responsibilities .....          | 21 |
| H. Mileage Reimbursement .....                                | 22 |
| I. Overtime .....   | 22 |
| J. No Pyramiding .....  | 22 |
| K. Payroll Deductions.....                                    | 22 |
| L. Determining Benefits.....                                  | 22 |
| 24. PRORATION OF BENEFITS .....                               | 22 |
| 25. PHYSICAL ASSAULTS.....                                    | 23 |
| 26. HEALTH AND SAFETY.....                                    | 23 |
| 27. WORKER'S COMPENSATION .....                               | 24 |
| 28. AGENCY SERVICE FEE .....                                  | 24 |
| 29. NO DISCRIMINATION .....                                   | 25 |
| 30. GENERAL.....  | 25 |
| APPENDIX A  |    |
| Classification of Personnel .....                             | 26 |
| Salary Schedules (FY 2014, 2015, 2016) .....                  | 27 |
| MEMORANDUM OF AGREEMENT (Health Insurance).....               | 31 |
| MEMORANDUM OF AGREEMENT (Withholding of Step Increases) ..... | 33 |

## AGREEMENT

This Agreement is entered into between the School Committees of the Amherst-Pelham Regional District, the Town of Amherst, the Town of Pelham (hereinafter referred to as the Committee) and the Amherst-Pelham Education Association, Unit B (hereinafter referred to as the Association), an affiliate of the Massachusetts Teachers Association and the National Education Association.

### ARTICLE 1. RECOGNITION

The Committee recognizes the Association as the sole and exclusive bargaining agent on the questions of wages, hours, and other conditions of employment as set forth in this Agreement for all its secretarial and clerical employees, audio-visual technicians, and media aides (excluding managerial, confidential, and all other employees including Secretaries to the Superintendent) employed by the School Committees mentioned in the Agreement above.

### ARTICLE 2. SCOPE

- A. It is agreed and understood between the Committee and the Association that this Agreement has been entered into between the Parties as a result of the provisions of Chapter 150E of the General Laws of Massachusetts, in executing this Agreement, neither Party to this Agreement has waived any rights accorded it under the General Laws of Massachusetts.
- B. This Agreement shall constitute Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect. The Committee will amend its Administrative Regulations and/or policy statements and take such other legal action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The Parties will meet not later than ten (10) days after any such holding for the purpose of re-negotiating the provision or provisions affected.

- D. Before the School Committee adopts any change affecting the hours, wages, conditions of employment or standards of productivity, the School Committee will notify the Association in writing of the intended policy change. The School Committee will, upon receipt of a demand to bargain from the Association, agree to negotiate on the change in policy, provided the Association makes a written demand to bargain over the effects of the policy change within ten (10) days of receipt of the School Committee notice of the intent to make the policy change.

ARTICLE 3.  
DURATION

- A. This agreement shall continue in full force and effect from July 1, 2013 to June 30, 2016. The Parties agree not later than February 1, 2016 to enter into negotiations for a successor agreement to be effective on July 1, 2016.
- B. If negotiations for a successor agreement are not completed by July 1, 2016, the provisions of this Agreement will remain in full force and effect until said successor agreement is executed.

ARTICLE 4.  
MANAGEMENT'S RIGHTS

- A. The Parties agree that the operation of the school districts, the supervision of the employees and of their work are the rights of the Committee and/or Superintendent alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employees competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of the employees for just cause without discrimination in accordance with Article 5; and the right to discuss terms and conditions of employment are the exclusive rights of the Committee and/or Superintendent.
- B. The foregoing enumeration of the Committee's and/or Superintendent's rights shall not be deemed to exclude other rights not specifically set forth; the Committee and/or Superintendent therefore retaining all rights not otherwise specifically restricted by this Agreement.
- C. The exercise by the Committee and/ or Superintendent of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

ARTICLE 5

## JUST CAUSE/COMPLAINT PROCEDURE

- A. No employee who has served a probationary period of six (6) months from the date of hire will be disciplined, discharged, reprimanded or deprived of any right or benefit without just cause.

Any complaint by a colleague, parent or student against a member of the bargaining unit that is the subject of an investigation will be brought to the member's attention no more than five (5) school days following the receipt of the complaint. For purposes of this provision, a complaint is defined as one which may lead to disciplinary action or a negative comment on an evaluation, and which is not reportable to the Department of Families and Children, the DPPC, the state or local police or the district attorney. The member who is the subject of the complaint will be provided the details of the complaint, including but not limited to the identity of the individual(s) (if adults) who made the complaint. Once the member is informed of the identity of the individual(s), the member shall not speak to this/these individual(s) relative to the subject of the complaint, nor shall the member retaliate against this/these individuals. A complaint which is substantiated after investigation will be reduced to writing, and a copy provided to the member who is the subject of the complaint. The member who is the subject of the complaint will also be apprised of his/her right to request Association representation at any meeting with administration regarding the complaint.

The member who is the subject of the complaint shall have the option to respond to the complaint in writing if the complaint is substantiated. The response will be included in the member's personnel file, along with the substantiated written complaint.

## ARTICLE 6. NO STRIKE

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operation of the School Department by any employees or the Association.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other parties who are not signatories to the Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either Party against the other of a violation of this Article shall be subject to arbitration as provided for on Page 4 of this Agreement.

ARTICLE 7.  
VOIDABLE WAIVER

- A. The waiver by either Party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.
- B. The withholding or failure by either Party to exercise its rights recognized or reserved by this Agreement shall not be deemed a waiver of said recognized or reserved rights or the right to exercise them in the future in a way that does not conflict with the specific terms of this Agreement.

ARTICLE 8.  
NEGOTIATION PROCEDURE

- A. Not later than February 1, 2016, prior to the expiration of this Agreement, the Committee and the Association agree to enter into negotiations over a successor agreement in accordance with the procedure set forth herein in good faith effort to reach agreement concerning employee wages, hours and other conditions of employment.
- B. Following the formal re-opening of negotiations for a successor agreement, if the Committee and the Association shall have failed to reach agreement, either Party shall have the right to petition the State Board of Conciliation and Arbitration to initiate mediation and fact-finding proceedings in accordance with Section 9 of Chapter 150E of General Laws of Massachusetts.

Costs of the mediator/fact finder shall be borne equally by the Association and the Employer.

ARTICLE 9.  
GRIEVANCE PROCEDURES

- A. Definitions.

Any claim by the Association or an employee that there has been a violation, misinterpretation, misapplication, or a violation of fair treatment of the terms of this Agreement, shall be a grievance.

- B. Time Limits.

All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. A grievance must be filed within thirty (30) calendar days of when the employee and/or the Association knew or should have known of

the event causing the grievance. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this contract using the normal time limits set forth herein, the Committee and Association agree to continue to seek resolution under this Article pending ratification of a new contract.

C. Level One.

An employee with a grievance will present it in writing to his/her principal either directly or through the Association. In the event that the employee is not directly responsible to an individual principal then he/she will present it to his/her immediate supervisor.

Level Two.

If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) days after submission at Level One, the employee or the Association may present the written grievance to the Superintendent or his designee.

Level Three.

If the grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either party may, upon written demand given to the other Party, within ten (10) days (after the Employer's answer in the last step or the Association's answer to the School Committee's claim of violation of the no-strike pledge), submit said dispute to arbitration, as follows: The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within ten (10) work days after receipt of such notice, the grievance shall be submitted within ten (10) work days thereafter to the American Arbitration Association.

The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.

D. General Provisions.

1. The Association shall have the right to use in its presentation of any level of this grievance procedure any representative or representatives of its own choosing.
2. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
3. Provided the Parties agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three.
4. No reprisals of any kind will be taken by the Committee, school administration, or any employee against one another because of their participation in the Grievance Procedure.

5. The Committee and the administration will cooperate with the Association in its investigation of any grievance, and, further, will furnish the Association with such information as is appropriate and necessary for the processing of any grievance.
  6. If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such a grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance procedure if the aggrieved group does not wish to represent itself.
  7. All decisions rendered at Levels One and Two of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and/or the Association.
  8. The costs for the services of an arbitrator, including per-diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.
  9. If any grievance is upheld, all references to it will be stricken from any and all personnel records.
- E. When it is necessary, pursuant to Level Three of the Grievance procedure, for a member of the Association to attend a grievance meeting or hearing during work day, he/she will be released without loss of pay as necessary in order to permit participation in the foregoing activity.

ARTICLE 10.  
CONDITIONS OF EMPLOYMENT

A. Full Year & School Year Employees.

The Parties hereto recognize that the Association consists of two (2) groups of employees referred to as school year employees and full year employees.

The work year of school year employees shall be two hundred (200) workdays scheduled between August 15 and June 30. The supervisor will present the employee with a specific, written schedule no later than June 30, for the following school year, or within ten (10) business days of the date of hire or transfer for a new employee. This schedule may be modified in writing with the mutual consent of both the supervisor and the employee.

B. Work Day and Work Week.

The normal work day shall consist of seven and one-half (7 1/2) consecutive hours per day, exclusive of a lunch period, scheduled between 7:00 AM and 4:00 PM. A full-time work

week shall consist of thirty-seven and one-half (37 1/2) hours per week, Monday through Friday, unless there is a change mutually agreed to by the Association and the Committee.

The starting and ending times of the work day, when initially established, shall be agreed upon by the individual administrator and the employee. If there is disagreement between the employee and the administrator, then the Human Resources Director will make a final decision. In the event that the employee's work day is to be changed, the Committee shall give written notice to the employee and the Union, fourteen (14) days in advance of the proposed change, including the reasons for the proposed change. Disputes regarding the reasonableness of the proposed change will be subject to the grievance procedure.

C. Lunch Period.

All clerical, secretarial and other unit personnel will have a meal period scheduled as close to the middle of the shift as possible, considering the needs of their supervisor and the needs of the employee.

D. Rest Period.

All clerical and secretarial and other unit personnel will have a fifteen (15) minute rest in the A.M. and a fifteen (15) minute rest in the P.M. Rest periods are part of the work day and will be taken in the appropriate areas provided within the existing building (lounges, etc.)

E. Responsibilities.

Each employee should exercise his/her employment in a manner consistent with the highest ideals of professional service. All employees are under the general supervision of the Superintendent of School and directly responsible to their respective principal or supervisor.

F. Emergency School Closing.

Whenever a school is closed for any emergency reason for other than what are commonly called snow days, or faculty and students are released, members of Unit B in that building will also be released without loss of pay, and will not be required to reenter the building prior to the reopening of the building for faculty and students. When school is cancelled due to snow or other weather emergency, staff will be released one half hour after students are released.

G. Snow Days.

When school is closed for what is commonly called a "snow day" employees unable to reach their place of employment will not suffer a loss in pay. Employees who have been able to arrive at their place of employment will receive comparable time off at a time agreeable to

their supervisor to compensate for their diligent efforts. When the opening of school is delayed, employees will arrive at their place of employment at a time comparable to the length of the delay without loss of pay.

H. Duties Outside Job Description.

The administration will consult with the employee and/or representative of the Unit on job titles and descriptions covering all Parties heretofore identified in this Agreement during the course of this contract. This consultation will take the form of advanced written notification and an opportunity for the Parties involved to meet and discuss these issues.

I. Vacancies.

When a permanent vacancy occurs, notification of the position and salary paid for such position shall be posted on appropriate bulletin boards at job sites not less than ten (10) working days prior to the closing date for applications. The notice shall indicate the name of the school or building, the title of the available position, the general duties of the position and the salary paid for such position.

Employees who wish to be considered for the position must make written application to the Superintendent of Schools on the form provided within the aforementioned ten (10) working day period.

Every vacancy will be filled by the Superintendent or his designee after a recommendation has been received by the Superintendent of Schools or his designee. In filling vacancies the following criteria will be used: qualifications for the position as reflected in current job descriptions and recommendations regarding prior work performance experience.

If these factors are relatively equal among competing candidates, the recommendation for hiring shall be based on the following priorities:

1. First, candidates presently employed within the unit shall receive preference except for affirmative action.
2. Second, if affirmative action does not apply, the currently employed candidate with the longest continuous service within the unit shall receive preference in hiring.

J. Promotions.

When an employee is promoted or assigned to a position of higher classification said employee shall receive increment step credit for prior service to the Committee for up to three (3) years or shall be placed on that step which insures no reduction of pay, whichever is greater.

K. New Hires.

The Chairperson of Unit B will be notified in writing when new personnel are hired into clerical/media positions.

L. State and National Criminal Background Check .

The parties agree that, pursuant to M.G.L. c. 71 §38R, State and National Criminal Background Checks (SNCB) will be conducted every three (3) years for employees covered by this Agreement. An individual's record may be checked on a more frequent basis with reasonable cause.

1. The Superintendent or a Central Office administrator designated by him/her will be the only persons authorized to request SNCB checks.
2. A copy of an individual's SNCB report will be available to the employee upon request. If the SNCB request shows any activity, a copy will be immediately forwarded to the employee.
3. All SNCB reports will be maintained in the Superintendent's office, in separate confidential files.
4. Any disciplinary action taken as a result of SNCB checks will be in accordance with the terms of this Agreement and/or applicable state law.

ARTICLE 11.  
PAID HOLIDAYS

All employees shall receive their regular compensation for each of the following days, provided they have been on the payroll for twenty (20) working days preceding the holiday:

|                        |  |
|------------------------|--|
| New Year's Day         | Columbus Day                             |
| Martin Luther King Day | Veteran's Day                            |
| Washington's Birthday  | Thanksgiving Day and the day after       |
| Patriot's Day          | one-half (½) day before Thanksgiving**   |
| Memorial Day           | Christmas (When Christmas is preceded by |
| Independence Day*      | a work day employees will be granted.    |
| Labor Day              | one-half (½) day with pay                |

\*Does not apply to school year employees.

\*\*School year secretaries will be dismissed at the half-day. Full year personnel will remain until students are dismissed, but will be entitled to one-half day New Year's Eve.

Whenever one (1) of the holidays set forth in the above section falls on:

- 1) Saturday - the preceding day shall be the legal holiday (except when classroom sessions are being held in schools)
- 2) Sunday - the following day shall be the legal holiday.

ARTICLE 12.  
VACATIONS

A. Full year employees' service will be determined as of June 30th each year, and vacation credited for use the following year, according to the schedule below. The timing of vacation leave shall be mutually agreed upon by the employer and the employee.

- |    |  |                 |
|----|--|-----------------|
| a. | Employees completing at least 4 months but less than 1 year of service as of June 30th | 5 working days  |
| b. | Employees completing at least 1 but less than 3 full years of service as of June 30th  | 10 working days |
| c. | Employees completing at least 3 but less than 7 full years of service as of June 30th  | 15 working days |
| d. | Employees completing at least 7 but less than 19 full years of service as of June 30th | 20 working days |
| e. | Employees completing 19 or more full years of service as of June 30th                  | 25 working days |

B. School year employees shall be granted vacation pay proportioned at a ratio of one-half (1/2) of the full year rate.

- |    |   |              |
|----|---|--------------|
| a. | Employees completing at least 4 months but less than 1 year of service as of June 30th            | 2.5 days pay |
| b. | Employees completing at least 1 but less than 3 full years of service as of June 30th             | 5 days pay   |
| c. | Employees completing at least 3 but less than 7 full years of service as of June 30 <sup>th</sup> | 7.5 days pay |
| d. | Employees completing at least   |              |

- |    |  |               |
|----|--|---------------|
|    | 7 but less than 19 full years<br>of service as of June 30th              | 10 days pay   |
| e. | Employees completing 19 or more<br>full years of service as of June 30th | 12.5 days pay |

C. The appointing authority shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impractical to do so because of work schedules or other emergencies.

In no event shall vacation leave credit be carried over for more than one (1) succeeding vacation year.

D. Upon the death of an employee who is eligible for vacation under this Contract, payment shall be made in an amount equal to the vacation leave which had not been used by the employee, and in addition, the vacation leave earned in the vacation year during which the employee died, up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made.

The Human Resources Director may, upon request of the appointing authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employee's retirement system, and

Second: If there be no such designated beneficiary, to the estate of the deceased. Employees who are eligible for vacation under these rules, whose services are terminated by dismissal, through no fault or delinquency of their own, or by involuntary entrance into the armed services, shall be paid an amount equal to the vacation allowance as earned in the vacation year during which such termination occurred, up to the time of separation; provided that no monetary or other allowance had already been made theretofore.

E. Notwithstanding Section A above, in their first year of employment, full-year employees may receive up to five (5) vacation days (pro-rated) for use in their first year of employment provided that they have worked at least ninety (90) days.

ARTICLE 13.  
LEAVES OF ABSENCE

A. Leaves may be granted by the mutual agreement between the Superintendent of Schools and the employee but such leave may not be used for the purpose of obtaining employment elsewhere.

B. Employees who are called for jury duty or summoned on behalf of the School Department shall be granted court leave with differential pay. That is, if the jury fees or witness fees amount to less than the employee's regular rate of compensation, he/she shall be paid by the School Department an amount equal to the difference between them.

1. When an employee has been granted court leave and is excused by the proper court authority, he/she shall report back to his official place of duty whenever the interruption in said service will permit two (2) or more consecutive hours of employment during the hours of his/her scheduled tour of duty.

2. Court leave without pay shall be granted when an employee is engaged in personal litigation having no connection with his/her position as an employee of the School Department.

Notice of service shall be filed with the employee's immediate supervisor upon receipt of summons.

#### ARTICLE 14. SICK LEAVE

A. Sick leave days are a form of insurance protection for the employees, and are a right to compensation that does not vest in an employee until the employee has a bona fide sickness or injury, preventing the employee from reporting for work and performing his/her job duties. Abuse of sick leave shall subject the employee to disciplinary action, including discharge. The question of whether such abuse exists may be subject to the grievance and arbitration procedures of the contract.

B. Sick leave with pay shall be credited to employees commensurate with the signing of a contract and reporting for duty. Sick leave shall accumulate at the rate of twelve (12) days for school year employees and fifteen (15) days for full year employees. Such sick leave shall be cumulative.

C. When an employee finds it necessary to be absent because of accident or illness, he shall report the facts to his immediate supervisor before or at the time he is to report for work or as soon as possible in the event of a serious accident or illness.

D. The supervisor upon request will be furnished with a doctor's certificate in the case of extended absences or after three (3) consecutive days.

E. Subsequent certificates may be required at the discretion of the immediate supervisor or the Superintendent of Schools before or at the time of returning to work. If such a certificate of hospital or doctor's records is not provided after request thereof, such absence shall not be chargeable to paid sick leave, but shall be unpaid leave of absence.

F. Employees are permitted to use ten (10) days of sick leave for the following:

1. Birth of a child if the employees is the non-birth parent;
2. Adoption of a child (If two [2] staff members are parents of the child, only one of the parents may use the sick leave);
3. Serious medical condition of a family member within the scope of the FMLA;
4. Serious medical condition for an individual where the employee is needed to care for them.

In those cases involving Sections (3) and (4) above, the employee must produce a completed Department of Labor certification of serious health condition for the family member or individual before using the sick leave.

When the employee is also going to use unpaid FMLA under Sections A and B of Article 14, the sick leave days permitted above will run conterminously with the twelve (12) week allotment permitted by these provisions and the FMLA.

- G. An employee who has completed twenty (20) or more years of service with the Committee will, upon a voluntary termination of employment and if their accumulation of sick days is at least one hundred forty (140) days, be compensated for their unused accumulated sick leave at the rate of \$15 per day. A voluntary termination will be limited to retirement and/or a normal resignation resulting from another employment opportunity.

ARTICLE 15.  
FAMILY MEDICAL LEAVE ACT

A. Parental Leave of Absence

1. A parental leave of absence shall be granted upon request to any employee for the purpose of giving birth to and/or rearing a newly born infant. Further, a parental leave of absence shall be granted upon request to any qualifying employee for the purpose of the adoption, the foster placement, and/or rearing, of a newly adopted, or newly placed foster, child seven (7) years of younger, or in the case of a child who is physically or mentally disabled, twenty-two (22) years or younger.

In order to qualify for the parental leave of absence:

- a. As soon as practicable after the female employee determines that she is pregnant, she shall inform her supervisor.
- b. The employee must intend to return to work at the conclusion of the leave of absence.
- c. The employee shall notify the Human Resources Director, in writing, at least 45 school days prior to the probable date said leave or disability is to commence or as soon as is practicable. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:
  1. Extended leave without pay not to exceed one year beyond the school year in which the leave commenced. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. Up to the first twelve (12) weeks of such leave shall be considered leave pursuant to the Family Medical Leave Act (FMLA), if the employee were eligible<sup>1</sup> for FMLA leave.
  2. Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993 (FMLA leave), depending upon the employee's eligibility. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. If the employee is not eligible for FMLA leave, but

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<sup>1</sup>An eligible employee for purposes of the FMLA is an employee who has worked for the school systems for one year or more prior to the request for a leave of absence and who, during the course of that year, worked more than 1250 hours.

does not want an extended leave of absence, she is entitled to leave the length of her disability period, or eight (8) weeks leave pursuant to G.L. c. 149, §105D.

2. An employee on an extended leave pursuant to Section c (1) may return to work at the beginning of a school year or the beginning of the second semester.
3. While an employee is on paid sick leave or FMLA leave, the Committee shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium. An employee on an unpaid, non-FMLA leave of absence may continue his/her insurance coverage during the leave of absence provided that he/she pays 100% of the monthly premium.
4. Notice of Return to Work
  - a. Extended leave: An employee on an extended leave pursuant to Section 1 (c)(1) above shall notify the Human Resources Director by March 1 (if she/he were scheduled to return at the beginning of the school year) whether or not she/he is going to return to work at the beginning of the school year. An employee on an extended leave pursuant to Section 1(c)(1) above shall notify the Human Resources Director by September 1 (if she/he were scheduled to return at the beginning of the second semester) whether or not she/he is going to return to work at the beginning of the second semester.
  - b. FMLA Leave: An employee on FMLA leave shall notify the Human Resources Director at least four (4) weeks prior to his/her scheduled date of return from leave whether or not she/he intends to return to work.

B. FMLA Leave for Serious Health Condition.

1. An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to his/her own serious health condition or the serious health condition of a member of his/her immediate family. Fact sheets from the Department of Labor which describe the terms of this leave are available from the Superintendent's office.
2. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. As part of the application, the employee shall submit a Department of Labor certification of a health care provider. Copies of this form are available from the Superintendent's office.

3. While an employee is on approved FMLA leave, the Committee shall continue its contribution toward the employee's health insurance, if the employee is insured through school department provided that the employee makes timely contribution toward the health insurance premium.
4. The employee shall utilize all sick leave and vacation concurrently with the FMLA leave.
5. Prior to an employee's return from FMLA related to his/her own serious health condition, the Superintendent may require a fitness for duty certificate from the employee's health care provider.

ARTICLE 16.  
PERSONAL LEAVE

- A. Up to three (3) days of personal leave will be authorized for each full-time member of the Unit. Such leave will not be charged against sick leave.
  1. Personal leave will only be used to take care of personal, legal or family business when such business cannot be handled at any time than during work hours and which is not authorized under any other provision of this contract.
  2. The above policy shall not be used to gain extended vacation; a personal day before or after a scheduled vacation period, including Thanksgiving, Winter, February and April vacations will be granted only for emergency or other exceptional circumstances that must be shared with the supervisor responsible for approving personal days and only with the prior approval of the supervisor. Approval will not be unreasonably withheld.
  3. Unused personal leave shall accrue as sick leave.
- B. Special leave will be granted for the observation of religious obligations upon prior notification to an employee's supervisor. Such leave will not be charged against sick leave.
- C. Small Necessities Leave - An employee eligible for FMLA leave shall be entitled to up to twenty-four (24) hours of leave per contract year as provided by G.L. c. 149, §52D; a copy of the law may be obtained from the Superintendent's office. When an eligible employee takes such leave, such leave shall be deducted from personal leave.
- D. Union Leave - Two (2) days per year for no more than two (2) APEA officers shall be granted to conduct union activities. Leave shall be neither cumulative nor transferable.

ARTICLE 17.  
BEREAVEMENT LEAVE

Four (4) consecutive working days leave shall be granted without loss of pay or deduction from sick leave, following the day of death, on each occasion of death in the family, including husband, wife, parent, child, grandparent, sister, brother, in-law or any other member of the immediate household of the eligible employee. Questions regarding applicability of this benefit may be directed to the Director of Human Resources.

ARTICLE 18.  
EVALUATION

- A. Monitoring or observation of the work performance of an employee is an ongoing process and at least one (1) written report will be submitted once a year by the person to whom said employee is accountable. This process will be open and with full knowledge of the employee. Copies of all evaluation reports prepared will be given to the employee evaluated and the employee will have the right to discuss the report with his/her superior. Any evaluation must be signed by the employee evaluated. Such signature in no way indicates agreement with the contents thereof but merely that the employee has seen the report and had the opportunity to write a rebuttal.
- B. Employees will have the right, upon request, to review the contents of their personnel files. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- C. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had the opportunity to review such material, sign it, and write a statement of his/her own regarding the material. The employee's statement will be reviewed by the Superintendent or his designee before attaching it to the original material to be filed.
- D. An employee may file a grievance based on a personnel evaluation which results in a negative action, which either does not conform with evaluation procedures and/or contains errors of fact. Upon determination at any step of the grievance procedure that such material is improperly placed in such employee's personnel records such material shall be removed.

ARTICLE 19.  
PERSONNEL RECORDS

Each employee shall have the right, upon request to examine and copy all material except that covered by waivers, including any and all evaluations, contained in any personnel records concerning such employee. The Association shall have access to an employee's records upon written authorization by the employee involved. Whenever any evaluation material is inserted into the personnel file or records of any employee, such employee shall be promptly notified and given a copy of such material.

The Association or any employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file.

ARTICLE 20.  
IN-SERVICE PROGRAMS

The Association and the Committee agree that in-service programs will be developed to assist in the improvement of work performance of employees. The Committee agrees to provide the in-service programs to employees free of charge. When required courses are given at a time other than the regular working day, the employee will be reimbursed at the regularly hourly rate.

Upon request of the bargaining unit member, and with the approval of the Principal and Human Resources, a member shall be granted an instructional day in order to take a course/other training relevant to the member's position.

In addition, the administration will survey the clerical staff annually to obtain the clerical unit's input for training/courses to be provided by the District to the clerical unit.

ARTICLE 21.  
REDUCTION IN STAFF

- A. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, "Recognition", the Superintendent will take into consideration their ability, qualifications, and length of service; when all the factors that constitute ability and qualifications are relatively equal, length of continuous service as a unit employee shall prevail. Documentation that unit members wish to submit for consideration in determining qualifications must be on file in the Superintendent's Office by May 1.
- B. Seniority means the continuous length of service in years of any employee in filling any position within the bargaining unit.
- C. Unit employees who are to be affected by a reduction in staff action must be notified in writing no later than June 1 of the school year preceding the contract year in which the reduction will take effect. Said notice will include the specific reasons for the layoff.
- D. The laid-off employee, or the employee whose position is eliminated, shall, (a) be transferred to an open position for which the employee is qualified or could become qualified before the effective date of the layoff, or (b) bump an employee with less seniority in accordance with the following provisions:
  - 1. The employee must be qualified to do the job into which the employee is bumping.
  - 2. The employee shall first bump the least senior employee within the same grade held by the bumping employee; if none, then the least senior employee in progressively lower grades.

3. As an exception to #2, no secretaries serving as the sole secretary for a school shall be replaced by the bumping process, and no school office would have to experience a 100% turnover in any one (1) fiscal year resulting from the bumping process.
- E. If there is no position into which the laid-off employees can bump, the laid-off employees will be considered for vacancies within the bargaining unit and, if their qualifications are comparable to those of other candidates, preference in filling these vacancies will be given as follows:
    1. First preference will be given to the laid-off employee with the greatest seniority within the same or higher grade as that in which the vacancy occurs.
    2. If there is no one in #1 to fill the vacancy, or who wishes to be appointed to the vacancy, then the position will be offered to the laid-off employee with the greatest seniority within a lower grade as that in which the vacancy occurs.
  - F. Unit members who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their layoff up to but not exceeding two (2) years. During the recall laid-off employees shall be notified, by certified mail to their last address of record, of vacancies within the unit for which they may apply. All benefits to which a laid-off employee on the recall list was entitled at the time of lay-off shall be restored in full reemployment within the recall period. During the recall period, unit members who have been laid-off shall be given every consideration for available part-time work, if they so desire, without affecting their recall rights.
  - G. A list specifying the seniority of each member of this bargaining unit shall be prepared by the business office and forwarded to the chairperson of the unit each September and April.
  - H. If a position within the unit that has been eliminated is restored, then the employee who held this position shall be reassigned to the restored position if they are still currently employed by the district in a position of equal or lower grade.

ARTICLE 22.  
SALARY SCHEDULES

The basic salary schedules for FY 14, FY 15 and FY 16 follow in Appendix A.

ARTICLE 23.  
OTHER COMPENSATION

A. Longevity. (Effective on July 1 of a contract year ONLY).

All employees (full year and school year) will be eligible for the following payments:

|     |                             |         |
|-----|-----------------------------|---------|
| (1) | 10 years continuous service | \$ 1000 |
| (2) | 15 years continuous service | 1500    |
| (3) | 20 years continuous service | 2000    |
| (4) | 25 years continuous service | 2500    |
| (5) | 30 years continuous service | 3000    |
| (6) | Maximum longevity           | 3000    |

Unit members shall have the following options of receiving their pay in:

1. 22 equal payments, or in
2. 26 equal payments, or in
3. 26 equal payments with a lump sum payment on the last period in June to include the amount that would have been paid in July and August.

The election must be made before June 30<sup>th</sup> of the prior fiscal year, or at the time of initial hire, and will be irrevocable for the year.

Employees will have the same options for longevity payments.

B. Merit Awards.

Merit awards will be on a one (1) year basis and nominations for merit may be made by the supervisor of any employee under this contract, school staff, students or their parents. All nominations must be in writing and be forwarded to the employee's supervisor for submission to the Superintendent by March 31 of each year. A Merit Screening Committee, composed of one (1) Unit B representative chosen by them, one (1) School Committee member and the Superintendent shall screen all nominations and make recommendations for those to receive merit to the appropriate School Committee for action by their June meeting. The Committee will award no less than two (2) \$500 awards per year.

C. Retirement.

1. Effective with the 1999-2000 contract year, \$1,000 shall be granted to employees with fifteen (15) years of service and \$1,500 to employees with twenty-five (25) or more years of service.
2. In order to be eligible for this benefit, the employee must retire under the Massachusetts Retirement and Disability laws and;

- a. The employee must have been employed fifteen (15) or more years in the Amherst, Pelham and/or Amherst-Pelham Regional School District Public Schools.

and

- b. The employee must provide the Superintendent with written notice of his/her intent to retire by December 1 of the school year prior to the fiscal year in which the employee intends to retire.
- c. It is understood and agreed that the retirement increment shall be paid to the clerical/media unit member in the last paycheck received in the fiscal year in which he/she retires.

D. Insurance.

1. The School Committee shall assume responsibility for payment of seventy-five percent (75%) of an approved PPO plan and eighty percent (80%) of an approved HMO plan, and payment of the same percent of a group life insurance contract in accordance with the provisions of chapter 32B of the Commonwealth Laws.

E. Worker's Compensation.

Worker's Compensation will be provided for eligible employees. Employees having sick leave credit who are injured on the job and receiving Worker's Compensation shall, upon request, be granted such sick leave allowance payment, when added to the amount of Worker's Compensation, result in the payment to them of their full salary in accordance with the provisions of Chapter 152 of the General Laws. The total dollar value in work days shall be charged against sick leave credits accordingly.

F. Course Reimbursement.

In the event the School Committee or the Superintendent assigns a new responsibility to an employee, additional to the existing job description that requires special training, the Committee shall provide for such training.

G. Compensation for Increased Responsibility.

When an employee is required to perform the function of a job of higher classification for longer than two (2) weeks, the employee will be compensated for all time spent beyond that period on said job at the higher classification pay rate.

H. Mileage Reimbursement.

Employees who use their own vehicles for either required or emergency job related trips will be reimbursed at the IRS prevailing rate.

I. Overtime.

One and one-half (1-1/2) the normal rate after seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week. If work is required to be performed on Saturdays, Sundays, and holidays, overtime will be paid at twice the normal rate. All requests for overtime must have the prior approval of the Supervisor. Payment for overtime will be in accordance with established payroll procedures. Requests for compensatory time in lieu of overtime will not be approved.

J. No Pyramiding.

There shall be no pyramiding of any premium, penalty, or overtime pay under this Agreement for the same hours worked. Where more than one premium, penalty or overtime rate may apply, the single highest rate only shall be paid.

K. Payroll Deductions.

The Committee agrees to deduct from the salaries of employees in the bargaining unit who have on file with the Committee a deduction authorization card, Association dues, Credit Union deposits or payments, Insurance or Annuity payments, and the like. Monies will be promptly paid to the appropriate organization or company.

M. Determining Benefits.

For longevity and retirement benefits, an employee's first and last year of employment shall each count as a full year providing that employee has been employed for a minimum of 80% of their work year.

ARTICLE 24.  
PRORATION OF BENEFITS

All benefits except Longevity Pay will be prorated for employees who work less than full time.

ARTICLE 25.  
PHYSICAL ASSAULTS

Principals and employees shall be required to report any alleged case of physical abuse on an employee occurring while the employee is on duty to the Superintendent of Schools. The alleged assault will be promptly investigated by the principal and/or the Superintendent. At the conclusion of the investigation, the employee will be promptly informed of the results of the investigation and

of any action to be taken against an individual involved in an assault of an employee. Assaults on staff will be handled according to School Committee policy. Nothing in this Agreement shall preclude the reporting of such assault to the police and/or the court by the administration and/or the employee assaulted.

If criminal or civil proceedings are brought against an employee alleging that a physical assault was committed while acting within the scope of official duties or employment, the Committee will furnish and select legal counsel to defend the employee in such physical assault proceedings, if so requested. If the employee desires to bring criminal or civil proceedings in connection with an alleged assault suffered while acting within the scope of official duties or employment, such employee may request the Committee to furnish and select legal counsel to represent the employee in such proceedings. If the Committee does not provide such counsel and the employee, after having so requested in writing, prevails in the proceedings, then the Committee will reimburse the employee for reasonable counsel fees incurred.

The Committee will reimburse employees for reasonable costs for:

1. Any clothing or other personal property damaged or destroyed in connection with such personal injury due to assault occurring in the course of employment less the amount of any insurance reimbursement; and
2. The cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury due to assault sustained in the course of employment.

#### ARTICLE 26. HEALTH AND SAFETY

The School Committee recognizes its responsibility to provide a safe and healthy workplace, free from hazards or conditions which cause or which are likely to cause accident, injury or illness, and agrees that it will act in a timely manner to correct such hazards or conditions. The School Committee will continue to be responsive to requests for information from the Association and from individual members of the clerical/media staff regarding potentially unsafe or unhealthy working conditions. The School Committee reaffirms that no employee will be subjected to reprisal for filing a report of what he/she considers to be an unsafe or unhealthy working condition.

#### ARTICLE 27. WORKER'S COMPENSATION

Whenever an employee is absent from work as a result of an illness for which Worker's Compensation is awarded, the employee will be paid regular salary, less the amount received under workers compensation insurance, for the period of such absence and such absence will be charged to accumulated sick leave, to the extent that sick leave is required to pay the difference between the compensation award and the employee's regular rate of pay.

ARTICLE 28.  
AGENCY SERVICE FEE

The School Committee(s) and their Agents, in accordance with the provisions of M.G.L. Chapter 150E, Section 12, shall require as a condition of employment for each employee who is not a member of the Amherst Pelham Education Association, Unit B/MTA/NEA, the payment of an agency service fee, said payment to be effective on or after the 30<sup>th</sup> day following the effective date of this Agreement or after the 30<sup>th</sup> day of initial employment, whichever is later.

The amount of the service fee shall be equal to the pro rata cost of collective bargaining and contract administration as certified by the Amherst Pelham Education Association/MTA/NEA. Employees may have access to payroll deduction for the purpose of paying the agency service fee. The APEA/MTA/NEA shall be responsible for notifying the Business Office of the amount to be deducted prior to the issuance of the first paycheck.

In the event that an employee fails or refuses to pay the agency service fee, the Association shall take appropriate legal action to collect the fee. Any judgment against such an employee by a forum of competent jurisdiction as a result of such action shall include payment of the Association's costs and reasonable attorneys' fees.

Since the Association administers the agency service fee any questions or concerns about the agency service fee shall be referred to the Association.

The Association shall indemnify the School Committee(s) and agents against any and all claims, demands, suits, damages, legal fees, or any other form of liability that may arise by reason of the School Committee(s) compliance with the Agency Service fee provisions of this Agreement, upon the following conditions: (1) The School Committee(s) have complied fully and properly with these obligations under the Agency Service Fee provisions of this Agreement; (2) the Association retains the right to select or assign counsel of its choice in defending the School Committee(s) in such matters provided that such counsel consults with and/or keeps the Committees' regular counsel selected or assigned by the Association; and (4) the Association retains full control over the conduct of the case. Failure to meet any of the foregoing conditions will relieve the Association of its obligation under this indemnification clause. Any dispute over the Committees' compliance with these conditions is subject to arbitration under the provisions of Article 5.

This article will be effective September 1, 2003.

ARTICLE 29  
NO DISCRIMINATION

In accordance with applicable federal and state laws, the Committee(s) and the Association agree not to discriminate against any employee covered by this Agreement on the basis of age,

gender, race, religion, color, creed, residence, marital status, sexual orientation, disability or national origin.

ARTICLE 30.  
GENERAL

- A. It is agreed and understood that both parties acknowledge that they had unlimited rights and opportunity during negotiations to make demands with respect to any subject not removed by law from collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, it is agreed that negotiations will not be reopened on any item specifically covered by this Agreement, during the life of this Agreement. The above will not preclude the Parties from mutually agreeing to reopen any item(s).
  
- B. If any provision of this Agreement or any application of this Agreement to an employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

AMHERST-PELHAM EDUCATION  
ASSOCIATION, UNIT B

AMHERST, PELHAM and  
REGIONAL SCHOOL COMMITTEES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A  
CLASSIFICATION OF CLERICAL AND MEDIA PERSONNEL

Amherst-Pelham Public Schools as of 2013-2014

| <u>POSITION TITLE</u>                 | <u>GRADE</u> |
|---------------------------------------|--------------|
| CLERK/TYPIST                          | D            |
| MEDIA PROCESSING CLERK                | D            |
| MEDIA ASSISTANT                       | E            |
| OFFICE SECRETARY I                    | E            |
| PROGRAM SECRETARY I                   | E            |
| BOOKKEEPER                            | F            |
| OFFICE SECRETARY II                   | F            |
| DATA PROCESSING ASSISTANT             | G            |
| MEDIA PROCESSING COORDINATOR          | G            |
| PROGRAM SECRETARY II                  | G            |
| ACCOUNTING CLERK                      | G            |
| ADMINISTRATIVE SECRETARY I            | G            |
| CENTRAL OFFICE SECRETARY/RECEPTIONIST | G            |
| ELECTRONICS TECHNICIAN                | H            |
| REGISTRAR                             | H            |
| ADMINISTRATIVE SECRETARY II           | H            |
| MEDIA PRODUCTION COORDINATOR          | I            |
| PAYROLL SUPERVISOR                    | I            |
| AUDIO/VISUAL TECHNICIAN               | J            |
| ELECTRONIC SERVICES COORDINATOR       | J            |

Classification of Clerical and Media Personnel: Head clerical positions at the elementary level, with the exception of the Pelham Elementary School, shall be reclassified to Administrative Secretary II, Grade H.

| <b>CLERICAL / MEDIA CONTRACT 2013-2014</b> |                           |            |            |            |            |                            |                      |                      |                 |          |
|--|---------------------------|------------|------------|------------|------------|----------------------------|----------------------|----------------------|-----------------|----------|
| FY14                                       | <b>FULL YEAR SALARIES</b> |            |            |            |            |                            |                      |                      |                 |          |
|  | 10                        | 11         | 12         | 14         | 16         | 18                         | 19                   | 20                   | 21              | 22       |
| <b>STEP</b>                                | <b>A</b>                  | <b>B</b>   | <b>C</b>   | <b>D</b>   | <b>E</b>   | <b>F</b>                   | <b>G</b>             | <b>H</b>             | <b>I</b>        | <b>J</b> |
| 1  | 22,824                    | 24,606     | 26,602     | 28,717     | 31,026     | 33,512                     | 36,860               | 40,559               | 44,611          | 49,075   |
| 2  | 23,705                    | 25,604     | 27,659     | 29,871     | 32,260     | 34,863                     | 38,328               | 42,165               | 46,373          | 51,032   |
| 3  | 24,645                    | 26,642     | 28,795     | 31,066     | 33,571     | 36,233                     | 39,855               | 43,848               | 48,233          | 53,068   |
| 4  | 25,643                    | 27,699     | 29,911     | 32,318     | 34,902     | 37,682                     | 41,460               | 45,610               | 50,171          | 55,182   |
| 5  | 26,700                    | 28,834     | 31,124     | 33,610     | 36,292     | 39,209                     | 43,124               | 47,430               | 52,167          | 57,394   |
| 6  | 27,738                    | 29,950     | 32,357     | 34,961     | 37,741     | 40,755                     | 44,866               | 49,329               | 54,262          | 59,684   |
| 7  | 28,873                    | 31,163     | 33,669     | 36,351     | 39,248     | 42,399                     | 46,647               | 51,306               | 56,454          | 62,072   |
| 8  | 30,185                    | 32,573     | 35,176     | 37,976     | 41,010     | 44,259                     | 48,683               | 53,518               | 58,862          | 64,735   |
| 9  | 31,379                    | 33,884     | 36,586     | 39,502     | 42,634     | 46,021                     | 50,621               | 55,671               | 61,211          | 67,318   |
| <b>SCHOOL YEAR SALARIES</b>                |                           |            |            |            |            |                            |                      |                      |                 |          |
|  | 13                        | 15         | 17         | 23         | 24         | School year Vacation Pay   |                      |                      |                 |          |
| <b>STEP</b>                                | <b>C-S</b>                | <b>D-S</b> | <b>E-S</b> | <b>F-S</b> | <b>G-S</b> | <b>Completing at Least</b> |                      |                      |                 |          |
| 1  | \$21,506                  | \$23,215   | \$25,083   | \$27,092   | \$29,798   | <b>LONGEVITY</b>           | <b>At least</b>      | <b>But less than</b> | <b>Days Pay</b> |          |
| 2  | \$22,361                  | \$24,149   | \$26,080   | \$28,184   | \$30,985   | <b>\$1,000 10YRS</b>       | <b>4 months</b>      | <b>1 year</b>        | <b>2.5 days</b> |          |
| 3  | \$23,279                  | \$25,114   | \$27,140   | \$29,292   | \$32,220   | <b>\$1,500 15YRS</b>       | <b>1 year</b>        | <b>3 full years</b>  | <b>5 days</b>   |          |
| 4  | \$24,181                  | \$26,127   | \$28,216   | \$30,463   | \$33,517   | <b>\$2,000 20YRS</b>       | <b>3 years</b>       | <b>7 full years</b>  | <b>7.5 days</b> |          |
| 5  | \$25,162                  | \$27,172   | \$29,340   | \$31,697   | \$34,862   | <b>\$2,500 25YRS</b>       | <b>7 years</b>       | <b>19 full years</b> | <b>10 days</b>  |          |
| 6  | \$26,159                  | \$28,263   | \$30,511   | \$32,948   | \$36,271   | <b>\$3,000 30YRS</b>       | <b>19 full years</b> |                      |                 |          |
| 7  | \$27,219                  | \$29,387   | \$31,729   | \$34,277   | \$37,711   |                            |                      |                      |                 |          |
| 8  | \$28,438                  | \$30,701   | \$33,153   | \$35,780   | \$39,357   |                            |                      |                      |                 |          |
| 9  | \$29,577                  | \$31,935   | \$34,467   | \$37,205   | \$40,923   |                            |                      |                      |                 |          |

| CLERICAL / MEDIA CONTRACT 2014-2015 |                    |          |          |          |          |                          |               |               |           |        |
|-------------------------------------|--------------------|----------|----------|----------|----------|--------------------------|---------------|---------------|-----------|--------|
| FY15                                | FULL YEAR SALARIES |          |          |          |          |                          |               |               |           |        |
|                                     | 10                 | 11       | 12       | 14       | 16       | 18                       | 19            | 20            | 21        | 22     |
| STEP                                | A                  | B        | C        | D        | E        | F                        | G             | H             | I         | J      |
| 1                                   | 23,059             | 24,860   | 26,876   | 29,010   | 31,340   | 33,845                   | 37,232        | 40,970        | 45,062    | 49,564 |
| 2                                   | 23,940             | 25,859   | 27,934   | 30,165   | 32,573   | 35,215                   | 38,719        | 42,595        | 46,843    | 51,541 |
| 3                                   | 24,899             | 26,916   | 29,088   | 31,379   | 33,904   | 36,605                   | 40,246        | 44,279        | 48,722    | 53,596 |
| 4                                   | 25,898             | 27,973   | 30,204   | 32,651   | 35,255   | 38,054                   | 41,871        | 46,060        | 50,680    | 55,730 |
| 5                                   | 26,974             | 29,128   | 31,437   | 33,943   | 36,664   | 39,600                   | 43,554        | 47,900        | 52,696    | 57,962 |
| 6                                   | 28,012             | 30,243   | 32,690   | 35,313   | 38,113   | 41,166                   | 45,316        | 49,818        | 54,810    | 60,271 |
| 7                                   | 29,167             | 31,477   | 34,002   | 36,723   | 39,639   | 42,830                   | 47,117        | 51,815        | 57,022    | 62,699 |
| 8                                   | 30,478             | 32,906   | 35,529   | 38,347   | 41,421   | 44,709                   | 49,172        | 54,047        | 59,449    | 65,381 |
| 9                                   | 31,692             | 34,217   | 36,958   | 39,894   | 43,065   | 46,491                   | 51,130        | 56,219        | 61,818    | 67,984 |
| SCHOOL YEAR SALARIES                |                    |          |          |          |          |                          |               |               |           |        |
|                                     | 13                 | 15       | 17       | 23       | 24       | School year Vacation Pay |               |               |           |        |
| STEP                                | C-S                | D-S      | E-S      | F-S      | G-S      | Completing at Least      |               |               |           |        |
| 1                                   | \$21,728           | \$23,453 | \$25,336 | \$27,361 | \$30,099 | LONGEVITY                | At least      | But less than | Days Pay  |        |
| 2                                   | \$22,582           | \$24,386 | \$26,333 | \$28,469 | \$31,302 | \$1,000 10YRS            | 4 months      | 1 year        | 2.5 days  |        |
| 3                                   | \$23,516           | \$25,367 | \$27,409 | \$29,593 | \$32,536 | \$1,500 15YRS            | 1 year        | 3 full years  | 5 days    |        |
| 4                                   | \$24,418           | \$26,396 | \$28,501 | \$30,764 | \$33,850 | \$2,000 20YRS            | 3 years       | 7 full years  | 7.5 days  |        |
| 5                                   | \$25,415           | \$27,441 | \$29,640 | \$32,014 | \$35,211 | \$2,500 25YRS            | 7 years       | 19 full years | 10 days   |        |
| 6                                   | \$26,428           | \$28,548 | \$30,811 | \$33,280 | \$36,635 | \$3,000 30YRS            | 19 full years |               | 12.5 days |        |
| 7                                   | \$27,488           | \$29,688 | \$32,046 | \$34,625 | \$38,091 |                          |               |               |           |        |
| 8                                   | \$28,722           | \$31,001 | \$33,486 | \$36,144 | \$39,752 |                          |               |               |           |        |
| 9                                   | \$29,878           | \$32,251 | \$34,815 | \$37,584 | \$41,335 |                          |               |               |           |        |

| CLERICAL / MEDIA CONTRACT 2015-2016 |                    |          |          |          |          |                          |               |               |           |        |
|-------------------------------------|--------------------|----------|----------|----------|----------|--------------------------|---------------|---------------|-----------|--------|
| FY16                                | FULL YEAR SALARIES |          |          |          |          |                          |               |               |           |        |
|                                     | 10                 | 11       | 12       | 14       | 16       | 18                       | 19            | 20            | 21        | 22     |
| STEP                                | A                  | B        | C        | D        | E        | F                        | G             | H             | I         | J      |
| 1                                   | 23,294             | 25,115   | 27,151   | 29,304   | 31,653   | 34,178                   | 37,604        | 41,382        | 45,512    | 50,053 |
| 2                                   | 24,175             | 26,113   | 28,208   | 30,459   | 32,906   | 35,568                   | 39,111        | 43,026        | 47,313    | 52,050 |
| 3                                   | 25,154             | 27,190   | 29,382   | 31,692   | 34,237   | 36,977                   | 40,657        | 44,729        | 49,212    | 54,125 |
| 4                                   | 26,152             | 28,247   | 30,498   | 32,984   | 35,607   | 38,426                   | 42,282        | 46,530        | 51,189    | 56,278 |
| 5                                   | 27,248             | 29,421   | 31,751   | 34,276   | 37,036   | 39,992                   | 43,985        | 48,370        | 53,224    | 58,549 |
| 6                                   | 28,286             | 30,537   | 33,023   | 35,666   | 38,484   | 41,577                   | 45,766        | 50,308        | 55,358    | 60,878 |
| 7                                   | 29,460             | 31,790   | 34,335   | 37,095   | 40,031   | 43,261                   | 47,587        | 52,324        | 57,590    | 63,325 |
| 8                                   | 30,791             | 33,238   | 35,881   | 38,739   | 41,832   | 45,160                   | 49,662        | 54,595        | 60,037    | 66,026 |
| 9                                   | 32,005             | 34,550   | 37,330   | 40,285   | 43,496   | 46,960                   | 51,639        | 56,787        | 62,444    | 68,669 |
| SCHOOL YEAR SALARIES                |                    |          |          |          |          |                          |               |               |           |        |
|                                     | 13                 | 15       | 17       | 23       | 24       | School year Vacation Pay |               |               |           |        |
| STEP                                | C-S                | D-S      | E-S      | F-S      | G-S      | Completing at Least      |               |               |           |        |
| 1                                   | \$21,949           | \$23,690 | \$25,589 | \$27,630 | \$30,400 | LONGEVITY                | At least      | But less than | Days Pay  |        |
| 2                                   | \$22,804           | \$24,624 | \$26,602 | \$28,754 | \$31,618 | \$1,000 10YRS            | 4 months      | 1 year        | 2.5 days  |        |
| 3                                   | \$23,753           | \$25,621 | \$27,678 | \$29,893 | \$32,869 | \$1,500 15YRS            | 1 year        | 3 full years  | 5 days    |        |
| 4                                   | \$24,655           | \$26,665 | \$28,786 | \$31,064 | \$34,182 | \$2,000 20YRS            | 3 years       | 7 full years  | 7.5 days  |        |
| 5                                   | \$25,668           | \$27,710 | \$29,941 | \$32,330 | \$35,559 | \$2,500 25YRS            | 7 years       | 19 full years | 10 days   |        |
| 6                                   | \$26,697           | \$28,833 | \$31,112 | \$33,612 | \$36,999 | \$3,000 30YRS            | 19 full years |               | 12.5 days |        |
| 7                                   | \$27,757           | \$29,988 | \$32,362 | \$34,973 | \$38,471 |                          |               |               |           |        |
| 8                                   | \$29,007           | \$31,318 | \$33,818 | \$36,508 | \$40,148 |                          |               |               |           |        |
| 9                                   | \$30,178           | \$32,568 | \$35,163 | \$37,964 | \$41,746 |                          |               |               |           |        |

SUPPLEMENT – An additional \$600 will be added for those employees who have been on Step 8 for two (2) full contract years. This supplement will be prorated for employees who work less than a calendar year. Effective July 1, 2003, an employee must have been on Step 9 for two (2) full contract years to receive the additional \$600 supplement.

SCHOOL YEAR POSITIONS – School year contracts are based on the calendar year rate divided by 261 days times 211 days. School year only personnel will receive payment for accrued vacation in addition to this schedule

SUBSTITUTE CALLING STIPEND

Elementary - \$4,000 Middle School - \$1,800 High School - \$3,000 Long Distance telephone charges, incurred when calling residence of substitute teachers, will be reimbursed.

UPGRADES

Administrative Secretary II: upgrade to H  
New position of Payroll Supervisor, Grade I

# Memorandum of Agreement

## Health Insurance

The Amherst School Committee, the Pelham School Committee and the Amherst-Pelham Regional School Committee (hereinafter “the Committees”) and the Amherst-Pelham Education Association (hereinafter “the Association”) are parties to Collective Bargaining Agreements covering teachers and other professional employees (Unit A), clerical and media employees (Unit B) and paraprofessional employees (Unit C) employed by the Committees.

In recognition of a substantial deficit in the Health Claims Trust Fund, maintained by the Town of Amherst to fund health insurance coverage for employees of the Committees, the parties have met and negotiated over the matter of health insurance programs and premiums offered to employees represented by the Association. The parties hereby record the agreements reached pursuant to those negotiations, as follows:

1. Effective January 1, 2006, the Blue Cross/Blue Shield Master Medical program offered to employees will be terminated. Employees will be eligible to elect PPO coverage under either the Blue Cross/Blue Shield Blue Care Elect PPO or the Harvard Pilgrim Health Care PPO, or to elect HMO coverage under the Harvard Pilgrim HMO or Blue Cross/Blue Shield Network Blue New England HMO.
2. The School Committee shall assume responsibility for payment of seventy-five percent (75%) of an approved PPO plan and eighty percent (80%) of an approved HMO plan. This payment shall be provided regardless of whether unit members receive pay over the ten (10) month school year or over the full twelve (12) month year.
3. Pharmaceutical and other co-pays and deductibles will be maintained at the same level in existence as of the execution of this Memorandum.
4. Effective January 1, 2006, the parties agree to establish a Section 125 Flexible Spending Account plan, to enable eligible employees to set aside pre-tax funds through payroll deduction to cover the cost of childcare, co-pays, prescription eye-glasses, and over the counter medications, as may be allowed by appropriate Internal Revenue Service Regulations.
5. By the terms of this Memorandum, the parties have agreed to amend the terms of Article 14 of the Unit A Agreement, Article 22 of the Unit B Agreement, and Article 13 of the Unit C Agreement, to the extent necessary to give force to this Memorandum. All other provisions of the Collective Bargaining Agreements will remain in full force and effect. The terms of this Memorandum may be enforced

by the grievance and arbitration provisions of the appropriate Collective Bargaining Agreement covering Unit A, Unit B and/or Unit C.

6. This Memorandum will be effective upon execution by the parties.

Signed on this \_\_\_ day of \_\_\_\_\_, 2013:

On behalf of the Amherst-Pelham Education Association:

\_\_\_\_\_

On behalf of the Amherst-Pelham Regional School Committee:

\_\_\_\_\_

|

On behalf of the Amherst School Committee

\_\_\_\_\_

On behalf of the Pelham School Committee

\_\_\_\_\_

## MEMORANDUM OF AGREEMENT

The Association agrees to waive any claims including but not limited to grievances and unfair labor practice charges (including withdrawal of MUP-11-1387) in connection with the School Committee(s) decision to withhold step increases pending negotiation of a successor agreement for the 2011-2012 school year. Upon execution of this agreement, the School Committee agrees to implement steps retroactively to the commencement of the school year.

The School Committee(s) agree that the decision to withhold step increases for the 2011-2012 school year pending negotiation of a successor agreement shall not constitute a precedent in any future negotiation or interpretation of the collective bargaining agreement.

Signed on this \_\_\_\_\_, 2012.

On behalf of the Amherst-Pelham  
Education Association:

On behalf of the Amherst Pelham  
Regional School Committee

\_\_\_\_\_  
On behalf of the Amherst School  
Committee:

\_\_\_\_\_  
On behalf of the Pelham School  
Committee: