

Agreement

between

Amherst, Pelham and Regional School Committees

and

Amherst-Pelham Education Association

Unit C
Paraeducators

July 1, 2013- June 30, 2016

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made by the School Committee of the AMHERST, PELHAM, and AMHERST-PELHAM REGION (hereinafter sometimes referred to as the Committee) and the AMHERST-PELHAM EDUCATION ASSOCIATION, UNIT C, an affiliate of the Massachusetts Teachers Association and the National Education Association.

ARTICLE 1. **RECOGNITION OF BARGAINING AGENT**

The Committee and the Association herein as the exclusive bargaining representative for wages, hours, and working conditions as set forth in the Agreement for all instructional Paraeducators, general Paraeducators, health assistants, instructional assistants, and licensed practical nurse employed by the Committee excluding the Superintendent and Assistant Superintendent, confidential and managerial employees, and all other employees of the Committee.

ARTICLE 2. **MANAGEMENT RIGHTS**

The management of the schools and the direction of the working force, including the right to plan, direct, and control school operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of operations; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe Employer rules and regulations; to hire, layoff or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, in accordance with Article 5, are the recognized reserved rights to the Committee and/or Superintendent.

The foregoing enumeration of management's right shall not be deemed to exclude other rights of management not specifically set forth, the Employer therefore retaining all rights not otherwise specifically restricted by this Agreement.

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 Association or bargaining unit.

ARTICLE 3.
GRIEVANCE PROCEDURES

SECTION A.

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the Parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented within thirty (30) days of when the employee or the Association knew or should have known of the event giving rise to the grievance and be processed in accordance with the following steps, time limits, and conditions herein set forth. A work day is defined as a day when full-time Paraeducators are scheduled to work.

The Parties agree that pending the raising, processing, and settlement of a grievance, and during the term of this Agreement, there shall be no slow-down, stoppage, or other interference with work or plant operations, as provided for in Article 4 (No Strike) of this Agreement.

Step 1.

The employee with or without Association representation shall first take up her grievance with her principal.

If the grievance is not settled informally, it shall be filed in writing, signed by the employee, and given to the principal who, within ten (10) days after receipt thereof shall give a written answer to the grievance.

Step 2.

If the grievance is not settled at Step 1, the Association may appeal it to the Superintendent or his designee, by giving a written notice of such appeal within ten (10) days after receipt of the principal's written answer, who shall discuss it with the Association at a time to be fixed by the Superintendent or his designated representative. This discussion is to take place within ten (10) days after the Superintendents receipt of the grievance. The Superintendent or his designated representative shall give a written answer to the grievance.

Step. 3

If the grievance is not settled at Step 2, then either party, by written notice to the other, may demand that the grievance be submitted to arbitration, provided that such notice is given within five (5) work days after the decision of Step 5. 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.

Arbitration:

1. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the Committee, this Association and the Grievant. The expenses and the charge for the Arbitrator's services shall be shared equally by the Committee (50%) and the Association (50%).
2. If the School Committee claims the Association has violated the No-Strike Article of this Agreement, it may present such claim to the Association in writing and if the parties fail to settle it within ten (10) calendar days, the Committee may submit the issue to arbitration under the provision of this Article.

SECTION B.

The Parties agrees to follow each of the foregoing steps in the processing of the grievance; and if at any step the Committee representative fails to give a written answer within the time limit therein set forth, the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Association to appeal at any step within the time limits set forth will result in the waiver of the grievance.

SECTION C.

The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days prior to the date the grievance was first presented in writing.

ARTICLE 4.
NO-STRIKE CLAUSE

During the term of this Agreement the Parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-down; or interference or interruption with the production or operations of the school by any employees or the Association.

Nor shall there be any strike or interruption of work during the term of the Agreement because of any disputes or disagreements between any other persons (or other employers or associations or unions) who are not signatory parties to this 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 under ARTICLE 3 of this Agreement.

ARTICLE 5.
JUST CAUSE/COMPLAINT PROCEDURE

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), the member shall not speak to this/these individual(s) relative to the subject of the complaint, not 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.

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.

ARTICLE 6.
EXPRESSED WAIVER CLAUSE

The Parties to this Agreement hereby expressly waive any right to require the other to discuss, negotiate or bargain on any subject matter, demands or proposals, whether or not raised, discussed or negotiated upon during the negotiations leading to this Agreement and whether or not covered by any of the terms and provisions of this Agreement.

The Parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours and working conditions of employment of employees covered that are to govern during the term of this Agreement; and no other terms or conditions shall be added to or subtracted from this Agreement during its term, by arbitration or otherwise.

ARTICLE 7.
VOIDABLE WAIVER CLAUSE

The waiver by either Party of any provision 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.

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.
CONDITIONS OF WORK

SECTION A. Work Day and Week

The normal work day will not exceed seven and one-quarter (7-1/4) hours, and the normal work week will not exceed thirty-six and one-quarter (36-1/4) hours. Monday through Friday constitutes the normal work week unless there is a change mutually agreed to by the Association and the Committee.

Compensation will be made for all time worked, provided such compensation is at the regular hourly rate and further that any work beyond the normal work day must have the prior approval of the building principal to be eligible for compensation.

Paraeducators will be scheduled for work during parent/teacher conference early release days. This time will be used for professional development activities.

Beginning FY 14 Paraeducators will be allowed to “opt-in” to working on Orientation Day. Beginning FY 15 Orientation Day will be regular full work for Paraeducators.

Unit members may request paid instructional days to attend professional development opportunities. Upon the request of the bargaining unit member, and with the approval of the Principal.

SECTION B. Work Year

Paraeducators will report for duty and will terminate their school year duty on dates set by appropriate building principals. Such duty may begin up to two (2) days prior to the first date on which students report. Total work year must not exceed one hundred eighty-five (185) whole or partial days.

SECTION C. Lunch Periods

All unit personnel working four (4) or more hours per day shall have an unpaid thirty (30) minute lunch period duty free when their four (4) hour shift (or longer) runs through the established lunch period(s) of their building.

ARTICLE 9.
VACANCIES, TRANSFERS, PROMOTIONS

SECTION A. Vacancies

Unit personnel who wish to be considered for vacancies as they occur within the unit may place their names on a Vacancy Consideration List in the Superintendent's Office. In recommending Paraeducator appointments, principals shall certify that the interest and qualifications of those on the Vacancy Consideration List have been reviewed and considered. This list shall become effective October 1, 1981.

In addition, all vacancies other than those requiring immediate filling, will be posted for seven (7) calendar days by means of the office bulletin board in each school.

SECTION B. Transfers

The School Department reserves the right to transfer a Paraeducator from a position in one school to an equivalent position in any other school in the same school district.

When a transfer is necessary and provided the Paraeducator involved so requests, a meeting will be held with the Superintendent or his designee at which time the Paraeducator will be informed of the reason for the transfer.

SECTION C. Promotions

When a unit employee is promoted or assigned to a unit position of higher classification, said employee shall receive increment step credit for up to four (4) full years of prior employment within the unit or shall be placed on that step which insures no reduction of pay, whichever is greater.

ARTICLE 10.
ABSENCES AND LEAVES

SECTION A. Absences

Paraeducators are expected to be present at times as scheduled by their immediate supervisors. If sickness or other family situations cause an unavoidable absence, the Paraeducator must provide the supervising teacher with as much advance notice as possible, so that a substitute can be called if needed.

SECTION B. Leaves of Absence

The Superintendent may grant leaves of absence without pay for periods of up to one (1) year in duration.

SECTION C. Personal Days

Subject to the approval of the building principal, up to three (3) personal days will be granted per school year. Personal leave will only be used to take care of personal, legal or family business when such business cannot be handled at any time other than during work hours and which is not authorized under any other provision of this contract. Such days will not be deducted from sick leave. Unused personal leave shall accrue as sick leave.

SECTION D. Religious Obligation Leave

Special leave will be granted to employees whose religious obligations require them to be absent from scheduled work. Such leave must be requested at least forty-eight (48) hours in advance, shall be for a partial or whole work day as necessary, and shall not be charged to sick leave, and shall not result in loss of pay.

SECTION E. Bereavement Leave

Up to four (4) consecutive working days leave, as needed, shall be granted without loss of pay or deduction from sick leave following the day of death on each occasion of death in the immediate family including spouse, parent, child, grandparent, sister, brother, in-law, or any other relative residing within the household of the employee. The employee may request of the Human Resource Director an additional day of such leave, if the bereavement leave began on a Monday, or travel warrants an additional day. The employee may also direct questions regarding applicability of said leave to the Human Resources Director.

SECTION F. Court Leave

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 shall be paid by the School Department an amount equal to the difference between them. Notice of service shall be filed with the employee's immediate supervisor upon receipt of summons. When an employee has been granted court leave and is excused by official place of duty whenever the interruption in said service will permit two (2) or more consecutive hours of employment during the hours of their duty. Court leave without pay shall be granted when an employee is engaged in personal litigation having no connection with their position as an employee of the School Department.

SECTION G. Sick Leave

1. Sick Leave is intended to provide insurance against loss of income due to personal illness.
2. Each full-time member of the bargaining unit shall be entitled to twelve (12) days of sick leave with full pay per contract year. Such twelve (12) days of sick leave shall exist as of the date of the contract for all Paraeducators, including new Paraeducators, provided that the new Paraeducator is present to assume contractual obligations. In the event of non-appearance caused by illness or accident, such Paraeducator's pay may be withheld, with due notification to the person and the president of the Association, pending the assumption of his/her contractual responsibility
3. There will be no cap on accumulated sick leave.
4. A physician's statement may be required for three (3) or more consecutive days of absence due to illness.
5. Each part-time Paraeducator shall be entitled to sick leave benefits according to the provisions outlined below:
 - a. the daily rate of pay determined by the contract conditions, and stated therein, shall pertain.
 - b. part-time Paraeducators will receive sick leave based upon a pro-rated calculation of the number of days and the number of hours they are contracted to work. The basis for this calculation will be the twelve (12) days per year granted to full-time Paraeducators.
6. Each Paraeducator shall be informed by October 1st of each year of the number of accumulated sick leave days he/she has on record.
7. Employees are permitted to use ten (10) days of sick leave for the:
 - a. Birth of a child if the employee is the non-birth parent;¹
 - b. Adoption of a child (If two [2] staff members are parents of the child, only one of the parents may use the sick leave);
 - c. Serious medical condition of a family member within the scope of the FMLA;

¹ The provisions of Section H apply to female employees giving birth to a child.

- d. Serious medical condition for an individual where the employee is needed to care for them.

In those cases involving Sections (c) and (d) 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 leave under Section H of this Article 14, the sick leave days permitted above will run conterminously with the twelve (12) week allotment permitted by these provisions and the FMLA.

8. A bargaining unit member who has completed twenty (20) or more years of service with the Committees will, upon a voluntary termination of employment and if their accumulation of sick leave is at least 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 for another employment opportunity.

SECTION H. 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 place foster child seven (7) years or 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 the building principal.
- b. The employee must intend to return to work at the conclusion of the leave of absence.
- c. The employee shall notify the Human Resource 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 is eligible² for FMLA leave.

2. Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993 (FMLA leave), if the employee is eligible for FMLA leave. 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 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 Resource 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 Resource 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 Resource Director at least four (4) weeks prior to his/her

² 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, who, during the course of that year, worked more than 1,250 hours.

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.

SECTION I. 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.

SECTION J. 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 11. **EVALUATION**

SECTION A.

Monitoring or observation of the work performance of an employee is an on-going process. One informal evaluation shall be held at the January 31, and one formal, written evaluation shall be held June 1. The first evaluation shall be discussion, at an appointed meeting between supervisor and employee, at which job responsibilities and performance of the employee will be discussed. The second evaluation shall be a written report, and will be submitted by the employee's supervisor. This process will be open and with full knowledge of the employee. Copies of the written evaluation will be given to the employee, and the employee will have the right to discuss the report with his/her supervisor. Any evaluation must be signed by the employees 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.

SECTION B.

Employees will have the right, upon request, to review the contents of their personnel files except for pre-employment recommendations of a confidential nature. An employee will be entitled to have a representative of the Association accompany him/her during such review.

SECTION 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.

SECTION D.

An employee may file a grievance based on a personnel evaluation which does not conform with evaluation procedures as outlined in School Committee policy, contains errors of fact, is arbitrary, or is capricious. Upon determination at any step of the grievance that such material is improperly placed in such employee's personnel records, such material shall be removed.

SECTION E.

Discipline or reprimand of an employee by a supervisor shall be in private and not in the presence of students, parents, citizens and other employees.

ARTICLE 12.
IN-SERVICE PROGRAMS

In-service programs may be developed for unit employees. In the event the School Committee or the Superintendent requires special training outside of school hours, the School Committee shall provide compensation for such training. The intent of this provision is to recognize the possibility of new skills being needed from within the Paraeducator unit, and is not to be used for addressing skill deficiencies of individuals carrying out presently established responsibilities.

ARTICLE 13.
REDUCTION IN STAFF

In the event the School Committee decides to reduce the number of positions or the work hours for positions included in the bargaining unit, the School Committees will proceed in the following manner:

1. A separate seniority list for each school district will be established, and within each school district there shall be separate seniority lists for instructional Paraeducators and general Paraeducators. Seniority shall mean the length of time an employee has been continuously employed by the school district for a position within the bargaining unit.
2. Continuous service shall not be considered interrupted by employees receiving approved leaves. Seniority shall not accrue while employees are on unpaid leaves.
3. Those unit employees filling positions to be eliminated or reduced in work hours shall be notified in writing within five (5) working days of the dates when School Committee budgets for the following year have been finally determined by town meeting votes or by June 1, which ever is sooner, except for temporary SPED tutors (positions funded with program #125 funds) and those employed as temporary substitutes or leave replacements, who will be provided at least two (2) weeks notice prior to the elimination or reduction of their position. Said notice shall include specific reasons for the layoff or work hour reduction.
4. The laid-off employee, or the employee whose work hours have been reduced shall:
 - a. be transferred to an open position for which he/she is qualified or could become qualified before the effective date of the layoff;
 - (1) first within the school to which he/she is assigned, and

- (2) second within the school district to which he/she is assigned; or, if none,
 - b. replace a unit employee with the lowest seniority within the school district in which he/she is employed subject to the following conditions:
 - (1) the employee must be qualified for this position or must be able to become qualified by the effective date of the layoff. Qualifications shall include the following: (a) educational training and work experience appropriate for the subject(s) content, age group, and educational needs served by the position, (b) job evaluations as a unit employee, and (c) ability to complement the skills of the educational team in which the position is located.
 - (2) in the event of multiple layoffs, seniority shall prevail in this regard when qualifications are comparable.
 - (3) the employee may not bump into a position which improves his/her rate of pay or work hours; except that Amherst and Pelham positions averaging six (6), six and one-half (6-1/2), and seven (7) hours per day shall be considered as equal full-time positions for bumping purposes, and Regional positions averaging seven (7) and seven and one-quarter (7-1/4) hours per day shall be considered as equal full-time positions for bumping purposes. Instructional Paraeducators shall first bump general Paraeducators subject to the provisions of 4.(b).
 - (4) temporary SPED tutors shall not have the bumping rights under 4.(b) unless they have been employed by the school district for at least one (1) full school year.
 - c. employees wishing to exercise the provisions of 4.(a) and 4.(b) above must notify the Superintendent's office in writing within ten (10) week days of receipt of their written notice of layoff or work hour reduction.
5. Unit employees whose positions are eliminated or reduced in work hours will be considered, at their request, for unit vacancies outside their school district for which they are qualified. Employees requesting this consideration must notify the Superintendent's Office within (10) weekdays of receipt of their written notice of layoff or work hour reduction. If such employees' qualifications are comparable to those of candidates from outside the bargaining unit, as determined by the school administrator, such employees will receive preference in filling these vacancies.
6. Employees laid-off will be placed on a recall list, if they so request within ten (10) week days of receipt of their written notice of layoff or work hour reduction, and

will be notified by mail and considered for any vacancy within the bargaining for which they qualify. Such employees may remain on the recall list for a period of time equal to their length of continuous employment within the bargaining unit not to exceed eighteen (18) months. If such employees receive an offer of employment and decline, they will lose their eligibility to remain on the recall list except as follows:

- a. employees laid-off from full-time positions or whose positions have been reduced in work hours may accept employment in a part-time position without jeopardizing their opportunity to be considered for full-time vacancies during the length of their recall period.
 - b. employees laid-off from part-time positions may decline an offer of full-time employment without jeopardizing their opportunity to be considered for part-time vacancies during the length of their recall period.
 - c. employees laid-off from positions of higher pay may decline an offer of a lower paying position without jeopardizing their opportunity to be considered for other full or part-time vacancies during their recall period.
7. If unit positions which have been eliminated or reduced in work hours are restored, the persons formerly appointed to those positions will be transferred back to the restored positions provided:
- a. they are still in the bargaining unit, and
 - b. they have not been transferred to other vacant positions which they prefer to retain.
8. All benefits to which a unit member was entitled at the time of layoff shall be restored upon re-employment within the recall period.
9. Laid-off employees, during their recall period, may continue participation in group health and life insurance coverage provided they pay the full premium when due.
10. Lists specifying the seniority of each member of the bargaining unit shall be prepared by the Employers and forwarded to the President of the bargaining unit within thirty (30) days following the execution of this Agreement. Updated seniority lists shall be supplied by the Employers annually thereafter by March 15 of each year.

**ARTICLE 14.
COMPENSATION**

SECTION A. Hourly Rates for 2013 – 2016

Beginning in 2013 – 2014 All Instructional Paras and Instructional Assistants will be merged into a single pay classification (Paraeducator) based on the current Instructional Assistant salary scheduled. IP's will be moved to the nearest level on the current IA schedule above their current step. Three steps will be added to the bottom of the new Paraeducator Schedule from the old IA schedule.

PARAPROF CONTRACT 2013-2014

FY14

STEP	PARA		
	GENL	EDUCATOR	LPN
1	10.98	13.53	19.89
2	11.47	14.10	20.91
3	11.86	14.69	21.98
4	12.43	15.30	23.02
5	12.86	15.94	24.15
6	13.34	16.61	25.11
7	13.85	17.26	26.12
8	14.39	17.95	27.17
9	14.98	18.66	28.41
10		19.41	
11		20.14	
12		20.99	
13		21.83	

LONGEVITY		SUPPLEMENTAL
\$600	10YRS	\$600
\$1,150	15YRS	2+ YRS AT
\$1,700	20YRS	TOP STEP
\$2,250	25YRS	
\$2,800	30YRS	

PARAPROF CONTRACT 2014-2015

FY15

STEP	PARA		
	GENL	EDUCATOR	LPN
1	11.09	13.67	20.09
2	11.58	14.24	21.12
3	11.98	14.83	22.20
4	12.55	15.45	23.25
5	12.99	16.10	24.39
6	13.47	16.78	25.36
7	13.99	17.43	26.38
8	14.53	18.13	27.44
9	15.13	18.85	28.69
10		19.60	
11		20.34	
12		21.20	
13		22.05	

LONGEVITY		SUPPLEMENTAL
\$600	10YRS	\$600
\$1,150	15YRS	2+ YRS AT
\$1,700	20YRS	TOP STEP
\$2,250	25YRS	
\$2,800	30YRS	

PARAPROF CONTRACT 2015-2016

FY16

STEP	PARA		
	GENL	EDUCATOR	LPN
1	11.20	13.81	20.29
2	11.70	14.38	21.33
3	12.10	14.98	22.42
4	12.68	15.60	23.48
5	13.12	16.26	24.63
6	13.60	16.95	25.61
7	14.13	17.60	26.64
8	14.68	18.31	27.71
9	15.28	19.04	28.98
10		19.80	
11		20.54	
12		21.41	
13		22.27	

LONGEVITY		SUPPLEMENTAL
\$600	10YRS	\$600
\$1,150	15YRS	2+ YRS AT
\$1,700	20YRS	TOP STEP
\$2,250	25YRS	
\$2,800	30YRS	

Unit personnel must be hired prior to February 1 of the school year to be eligible for a step increase in the following school year.

SECTION B. Longevity

All bargaining unit employees will be eligible for the following payments:

a.	10 years of continuous service additional	\$ 600
b.	15 years of continuous service additional	\$1,150
c.	20 years of continuous service additional	\$1,700
d.	25 years of continuous service additional	\$2,250
e.	30 years of continuous service additional	\$2,800
	Maximum	\$2,800

SECTION C. Retirement

An employee who has been employed as a Paraeducator for fifteen (15) years and up to twenty-five (25) years shall be paid \$800, and an employee who has been employed as a Paraeducator for twenty-five (25) or more years shall be paid \$1,200.00, as a retirement increment in his/her last year of employment, provided that:

1. He/she retires under the Massachusetts retirement or disability laws;

and
2. The Paraeducator provides the Superintendent with a written notice of intent to retire by December 1 of the school year prior to the fiscal year in which the employee intends to retire.
3. It is understood and agreed that the retirement increment shall be paid to the Paraeducator in the last paycheck received in the fiscal year in which he/she retires.

SECTION D. Holidays

All bargaining unit members 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:

Martin Luther King's birthday
Presidents' Day
Patriots Day
Memorial Day
Labor Day (provided that the start of the school year precedes Labor Day)
Columbus Day
Veterans Day
1/2 day before Thanksgiving Day
Thanksgiving Day and the day after
Christmas Day
New Year's Day

For the purpose of this Section, bargaining unit members will be designated as “essential” and “non essential” personnel by the building principal. Those designated “essential” personnel will, on the half-day before Thanksgiving, remain until student dismissal, and will be compensated for time worked beyond the half-day. Personnel designated “non essential” will be dismissed at the half day.

SECTION E. Emergency School Closing

Whenever a school is closed for an emergency reason, or the faculty and students are released for any emergency reason, bargaining unit members in that building will also be released without loss of pay. Bargaining unit members will be released one half hour after student dismissal.

SECTION F. Snow Days

1. Whenever school is cancelled due to a snow day or other inclement weather reason, such time will be made up and worked by all Paraeducators.
2. Paraeducators will not be paid for such cancelled days.
3. Paraeducators will be paid for the make-up days.

SECTION G. Insurance

1. The School Committee shall assume responsibility for payment of seventy-five (75%) of approved PPO plans or eighty percent (80%) of approved HMO plans as exists as of the execution of this agreement, and payment of the same percent of a group life insurance contract in accordance with the provision of chapter 32B of the Commonwealth Laws. 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.

2. Pharmaceutical and other co-pays and deductibles will be maintained at the same level as in existence as of the execution of this Memorandum.
3. Worker's Compensation shall be provided for eligible employees. Employees having sick leave credit who are injured on the job and receiving Workmen's Compensation shall, upon request, be granted sick leave allowance payment as will, when added to the amount of Workmen's Compensation, result in the payment to them of their full salary.

SECTION H. Payroll Deductions

The Committee agrees to deduct from the salaries of employees in the bargaining unit, who have on file with the School Business Office an individually signed deduction authorization card, union dues, credit union, and health/life insurance. Monies so deducted will be paid to the appropriate organization in accordance with an agreed upon schedule. Paraeducators being paid on a ten (10) month schedule and whose employment is continuing, shall have double deductions in their last check to cover summer period. The Union, and its members, hold the Committee to be free to any liability from claims which may arise in making authorized deductions.

SECTION I. Payroll Periods

Payment for contracted services shall be made bi-weekly. Unit personnel receiving payment over twelve (12) months shall receive their first payment on the first payroll date in September; unit personnel receiving payment over ten (10) months shall receive their first payment on the second payroll date in September.

Paraeducators shall have the following options of receiving their pay in:

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

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

Effective with the 1999-2001 Contract Years, payroll periods shall be scheduled semi-monthly according to a schedule published by the Business Department.

SECTION J. Supplement.

An additional \$300.00 will be added for those employees who have been on Step 8 for two (2) full contract years. Effective July 1, 2003, an employee must have been on Step 9 for two (2) full contract years to receive the \$300.00 supplement.

SECTION K. Substitute Teaching.

A Paraeducator who is assigned by an elementary or secondary principal to act as a substitute teacher, if a substitute is not provided for the Paraeducator position, will be compensated at the rate of \$50 per day, in addition to his/her regular rate of pay, if the Paraeducator substitutes for the full day. If services as a substitute are required for a minimum of one hour, this rate will be prorated. If a substitute is provided for the Paraeducator position, the Paraeducator who is assigned by an elementary or secondary principal to act as a substitute teacher for a full day, will be compensated at the rate of \$30 per day, in addition to his/her regular rate of pay. If services as a substitute are required for a minimum of one hour, this rate will be prorated.

Only elementary or secondary principals will make assignments.

SECTION L. Mileage Reimbursement.

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

SECTION M. Tuition Reimbursement

A Paraeducator will be eligible for tuition reimbursement not to exceed \$300 in each year of this agreement, provided the following conditions have been met:

1. The Paraeducator must have reached at least Step 5 on the Salary schedule, Section A above.
2. The proposed course must be related to the work performed by the Paraeducator.
3. The proposed course must be approved in advance by the Superintendent of Schools.
4. The Paraeducator must receive a grade of B or above for the course.
5. Appropriate documentation of the grade received and of payment for the course must be provided.

For the 2004 – 2005 school year only, the requirement for advanced approval may

be waived, at the sole discretion of the Superintendent of Schools.

SECTION N. Additional Compensation: NCLB

Effective with the 2006 – 2007 school year, each Paraeducator who meets and maintains competency standards as defined by NCLB, and who has completed one (1) additional in-service or workshop during each of the two (2) previous contract years will receive an additional \$300 stipend.

**ARTICLE 15.
INDIVIDUAL CONTRACTS**

Each Paraeducator is required prior to May 1, to make a declaration of intent to return for the following school year. Individual Paraeducator contracts will then be issued on or about June 1, provided final action has been taken on the School Committee(s) budgets by the respective Town Meetings of the member towns.

**ARTICLE 16.
PHYSICAL ASSAULTS**

Principals and Paraeducators shall be required to report any alleged case of physical abuse on a Paraeducator occurring while the Paraeducator 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 Paraeducator 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 a Paraeducator. 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 Paraeducator assaulted.

If criminal or civil proceedings are brought against a Paraeducator 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 Paraeducator in such physical assault proceedings, if so requested. If the Paraeducator 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 Paraeducator may request the Committee to furnish and select legal counsel to represent the Paraeducator in such proceedings. If the Committee does not provide such counsel and the Paraeducator, after having so requested in writing, prevails in the proceedings, then the Committee will reimburse the Paraeducator for reasonable counsel fees incurred.

The Committee will reimburse Paraeducators 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 17.
HEALTH ASSISTANT CPR/FIRST AID CERTIFICATION

The School Committee will reimburse employees for the recertification fees for CPR and First Aid Certifications.

ARTICLE 18.
WORKERS' COMPENSATION

Whenever a Paraeducator is absent from school as a result of an illness for which workers compensation is awarded, the Paraeducator 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 Paraeducators regular rate of pay.

ARTICLE 19.
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 of conditions. The School Committee will continue to be responsive to requests for information from the Association and from individual members of the Paraeducator staff regarding potentially unsafe or unhealthy working conditions. The School Committee reaffirms that no Paraeducator will be subjected to reprisal for filing a report of what s/he considers to be an unsafe or unhealthy working condition.

ARTICLE 20.
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 Paraeducator who is not a member of the Amherst-Pelham Education Association, Unit C/MTA/NEA, the payment of an agency service fee, said payment to be effective on or after the 30th day following the

effective date of this Agreement on or after the 30th 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. Paraeducators 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 judgement 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 July 1, 2003.

ARTICLE 21. **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 22. **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 23.
DURATION OF CONTRACT

This Agreement shall be in full force and effect for a term of three (3) years from July 1, 2013 to June 30, 2016. The Association expressly waives any right to reopen this Agreement during this two (2) year term or to negotiate during this two (2) year term on any matter or subject, whether or not covered by the provisions of this Agreement, including any of the demands made by the Association during the negotiations which have been withdrawn by the Association in full settlement on the terms and provisions of this Agreement.

Ninety (90) days before the expiration date of this Agreement, to wit; April 1, 2016 either party may give written notice to the other that it desires to modify this Agreement, and upon receipt of such written notice the Parties agree to meet and confer for the purpose of negotiating a successor Agreement. The terms and conditions of the Agreement will remain in full force and effect until said successor Agreement is executed.

ARTICLE 24.
IMPLEMENTATION OF CONTRACT

In witness whereof the Parties to this contract have caused these presents to be executed by their agents, hereunto duly authorized, as of the date first above written.

AMHERST, PELHAM AND
REGIONAL SCHOOL COMMITTEES:

AMHERST-PELHAM EDUCATION
ASSOCIATION, UNIT C:

SIDE LETTER AGREEMENTS

As part of the terms of settlement of this Agreement, the parties record the following agreements and understandings:

1. The parties have agreed to continue to investigate the desirability and potential impact of allowing employees to carry seniority between school districts.
2. Administration has agreed to permit a limited increase in the workday for some Paraeducators who are responsible for securing students on buses or vans and for some Paraeducators assigned to programs such as Building Blocks, ESAH and SAC, as needed. Any individual increase in time will be subject to the approval of the Director of Special Education.

Signed on this _____ day of _____, 2005

AMHERST, PELHAM AND
REGIONAL SCHOOL COMMITTEES:

AMHERST-PELHAM EDUCATION
ASSOCIATION, UNIT C:

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 Paraeducator 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 (75%) of approved PPO plans or eighty percent (80%) of approved HMO plans as exists as of the execution of this agreement. 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: