

CONTRACT
BETWEEN THE
AMESBURY SCHOOL COMMITTEE
AND
AFT AMESBURY
AFT MASSACHUSETTS
AFT
AFL-CIO
TEACHERS AND NURSES
SEPTEMBER 1, 2012 – AUGUST 31, 2015

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Memorandum of Agreement

This agreement is made and entered into, effective September 1, 2012, by and between the School Committee of the City of Amesbury (hereinafter referred to as the "Committee") and the AFT Amesbury, Local 1033 (hereinafter referred to as the "Federation").

Witnesseth

WHEREAS, the parties have entered into a collective bargaining agreement effective September 1, 2011, which Agreement was to continue in full force and effect until August 31, 2012, and

WHEREAS, the parties have been engaged in collective bargaining negotiations concerning an extension of said Agreement and have negotiated a successor agreement to be effective September 1, 2012 to and including August 31, 2015 which extends said September 1, 2008 through August 31, 2011 Agreement on the following terms.

NOW, THEREFORE, the parties, each in consideration that the other joins herein, agree that the Agreement is made as follows:

ARTICLE I - FEDERATION RECOGNITION, JURISDICTION AND DEFINITIONS

A. Federation Recognition

The Committee recognizes the AFT Amesbury, Local 1033, AFT Massachusetts as the exclusive bargaining representative for all personnel engaged in teaching in the Amesbury School Department as defined as bargaining Unit B in the document of recognition of AFT Massachusetts by the Massachusetts Labor Relations Commission and all regularly employed full and part-time nurses employed by the Committee excluding all confidential and managerial employees and all other employees.

B. Jurisdiction

The jurisdiction of the Union shall include all teachers and nurses.

C. Definitions

1. The term "school" as used in this Agreement means any work location or functional division maintained by the School Department in which the education process is carried on.
2. The term "Principal" as used in this Agreement means the responsible administrative head of the respective school.
3. The term "Teacher" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article I.

4. The term "School Nurse" as used in this Agreement means registered nurses employed by the Committee to tend to its medical responsibilities to the students.
5.
 - a. The Committee shall prepare a seniority list, which indicates the date on which all the members of the bargaining unit covered by the AFT Amesbury were hired.
 - b. The Federation shall be supplied with the list, which shall be kept current.
 - c. Seniority is based on the length of continuous service in the Amesbury school system. Service broken by retirement or resignation shall not be counted towards the determination of seniority.

ARTICLE II - COMPENSATION

A. Basic Salary Schedule

1. The salaries of the members of bargaining Unit B are set forth in Appendix B which is attached to and made part of this agreement.
2. In applying the salary schedule, the Parties note the following:
 - a. Effective September 1, 2003, Column B ends at Step 5. However, all members in Column B as of August 31, 2003 are grandfathered and may continue to move through all steps, up to step 11. Once the grandfathered members move off the steps, the steps will be eliminated.
 - b. Effective September 1, 2003, Column B18 ends at Step 7. However, all members in Column B18 as of August 31, 2003 are grandfathered and may continue to move through all the steps, up to step 11. Once the grandfathered members move off the steps, the steps will be eliminated.
 - c. Effective September 1, 2004, the Column B36 is eliminated and no current member or new hire may move laterally into Column B36 thereafter. However, all members in Column B36 as of August 31, 2004 will be grandfathered.
3. Effective September 1, 2008, all steps referenced above at subparagraph 2 (a) and 2 (b) shall be restored to Column B and B+18, respectively. As such, all members shall be eligible to move through steps on an annual basis commencing September 1, 2008. Column B+36 shall continue to be considered eliminated per subparagraph 2 (c) above.

B. Differentials for Specific Positions

1. Guidance Counselors shall be placed on a 1.05 ratio calculated on their positions on the salary schedule.
2. Department Chairs/Lead Teachers

a.	Step	Salary
	1	\$3,000
	2	\$3,600
	3	\$4,200

Effective September, 1994, personnel shall advance a step (next higher than 1993-94 placement) and shall advance a step each September thereafter, if applicable.

- c. Teachers shall not be required to attend Department Head Meetings or perform the duties of a Department Head without being compensated as such.
- d. Administrative time for Department Chairs will be used for department work.
- e. Department Chairs based at the high school will teach no more than ten blocks for the entire school year. The remaining blocks will be spent doing departmental/district business. These blocks are based on the high school schedule and may have to be readjusted when a director/department chair is based at the elementary and/or middle schools. It is understood that this time is based on the current high school schedule and is subject to change.
- f. It shall be noted that Department Chairs and Lead Teachers will involve work beyond the hours specified in Article IV, Sections A and B of the contract.
- g. Department Heads/Lead Teachers/High School and Middle School Guidance will work an additional five (5) days per year at the discretion of the Superintendent or his/her designee. These five days will be in addition to the teacher work year.
- h. The Superintendent may further reduce the teaching time of a Department Head/Lead Teacher when the Superintendent warrants the need.

3. Work Study Supervisor

The work study supervisor shall receive a yearly stipend of \$1,500.

4. Team Leader

Effective in September, 2006, Middle School Grade Leaders shall receive a stipend of \$2,500 per year.

5. Teacher Leader in Subject Area Committee

Effective September 2012 Teacher Leaders (TL) shall receive a stipend of \$2,500.00 per year for work that is performed beyond the TL's regular work day and as set forth in the agreed upon job description.

C. Co-Curricular Activity

1. The amount of compensation as agreed upon by the parties is included in Appendix A of the Agreement.
2. If any new positions arise, adjustment of compensation will be mutually agreed.
3. All co-curricular positions in Appendix A shall be posted annually in all buildings and copies of all postings shall be sent to the Federation President as they occur.
4. These stipends shall be paid in two equal installments during the school year, being the first payrolls in December and June.

D. Substitute Teachers/Nurses Pay

Regular Substitutes

Teacher substitutes will be paid at the rate of \$75 per day. In the event a substitute remains in the same teaching assignment for 20 or more consecutive days, the salary shall be \$100 per day.

Yearly Substitutes

Substitutes hired for the entire year for no particular teaching assignment shall be compensated at \$75/day.

Nurse Substitutes

Nurse substitutes will be paid at the rate of \$125 per day.

E. Methods and Time of Salary Payment

Salaries of regular employees shall be paid in twenty-six (26) or twenty-one (21) bi-weekly installments, starting with the first pay period of the school year. Employees who wish to change after initial notification must notify the Superintendent by July 1. If an employee leaves or dies during the school year, he/she or his/her estate shall be entitled to a prorated share based on his/her period of service in relation to the number of weeks schools are in session during the school year minus the compensation already paid. All weeks during which the schools are in session shall be considered as containing five (5) days each, notwithstanding holidays or no-school days. All staff will be required to enroll in the payroll direct deposit program offered by the District by September 1, 2012.

F. Approved Courses

1. Each teacher must take approved courses totaling six (6) graduate credits each six (6) years and receive a grade of "B" or better.
2. Teachers over fifty-five (55) years of age are exempt from the required six (6) graduate credits.
3. Teachers may be excused from this clause if the Department of Education requirements are more stringent than the collective bargaining agreement.
4. Tuition reimbursements of up to \$500.00 will be given for each approved three credit graduate course taken by a teacher, and each course approved by the Superintendent that is taken by a nurse at a two or four year college and earning a grade of "B" or better. The number of courses to be reimbursed may not exceed four (4) for any teacher during a given year, and the total amount reimbursed for the school system shall not exceed \$40,000.00 in a given year.

G. Anniversary Dates

For purposes of salary payment, employees will advance a step on the salary schedule at the beginning of each school year.

H. Mileage Allowance

1. All employees required by the nature of their employment to travel from school to school will be reimbursed at the approved City rate.
2. For those staff members required by their job to travel between buildings or on school business, in order to be compensated, monthly forms are to be passed in to the Superintendent's office by the tenth of the following month, unless the tenth falls on a weekend, holiday or vacation period.

3. Payment will be made to the staff member within thirty (30) days following the timely submission of the travel log.

I. Teaching Before and/or After Established Work Year

No employee shall be required to work before or after the work year. Employees volunteering for work in their positions on open projects approved by the Committee before and/or following the close of the established work year shall be compensated at a pro-rate of annual salary. Employees who are assigned to work during the summer in the District's special education programs shall be compensated as set forth at Appendix A. All other voluntary programs shall be compensated at the rate established by the Committee. However, this will exclude the faculty meeting on the day before the opening of school.

J. Retirement Provision

An employee who has continuously been employed by the Amesbury Public Schools for ten years may submit his/her written resignation for the purpose of retirement in advance and receive a longevity increment in his/her retirement year according to the following schedule. Such letter must be submitted to the Superintendent prior to December 15 proceeding the first school year of which the retirement sequence begins. Longevity increment added to employee's current step of the salary schedule:

Four Year	Three Year	Two Year	One Year
\$1,200	\$1,000	\$850	\$600

An employee wishing to resign for the purpose of retirement with any exceptions to the above schedule must submit a written request stating reasons and circumstances for special consideration to the Superintendent.

K. Sick Leave Buy Back

In recognition of dedicated service to the children of Amesbury, any employee covered by this agreement that has taught for twenty (20) years in the Amesbury school system (or 30 years total teaching, the last fifteen (15) of which have been consecutive in the Amesbury school system), may obtain an increase in compensation in the final year of teaching/nursing by following the established procedure.

Eligible employees who desire to participate in this program will notify the Superintendent of their intention to retire by December 15 of the calendar year prior to the school year in which they intend to retire. If such notice is submitted in writing by January 1, then at the conclusion of the final year of teaching/nursing, all accumulated sick leave shall be eliminated and in lieu thereof the employee shall receive a lump sum payment in the amount of seventy-five percent (75%) of the current teacher or nurse

substitute pay per day for each sick leave day surrendered, subject to the cap set forth below.

The above benefits shall be paid to the estate of any employee who dies during the final year of teaching.

It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the employee giving such notice shall be required to retire at the conclusion of the next school year following the school year in which the notice of intent to retire is given, except if significant changes in the employee's family or personal life require the employee to continue teaching/nursing.

The amount of sick leave buy back paid to an employee shall be capped at \$10,000.

L. Unused Sick Leave Credit

1. The Committee shall pay \$100 to members of the bargaining unit if they are absent three (3) days or less during the school year.
2. Payment shall be made within the first month of the school year immediately following the school year in which the employee had the low absence record.

M. Service Credits

All teachers and nurses who have completed the required years of service shall receive the stipends listed below.

Teachers

\$1,250	10-14 years	Completed teaching experience in Amesbury
\$1,750	15-19 years	Completed teaching experience in Amesbury
\$2,000	20 + years	Completed teaching experience in Amesbury

Nurses

\$1,250	10-14 years	Completed nursing experience in Amesbury
\$1,750	15-19 years	Completed nursing experience in Amesbury
\$2,000	20 + years	Completed nursing experience in Amesbury

N. Horizontal Movement on Pay Scale

1. Teachers who anticipate a horizontal move on the pay scale must notify the Superintendent's office in writing by December 15 of the year proceeding the September of movement. Teachers not complying will not be moved.
2. It is required that courses which are to be submitted for credits receive approval from the building principal and then be forwarded to the Superintendent or his/her designee for final approval prior to being taken. Only those courses which are

reasonably related to the teacher's field of work/discipline shall be approved for purposes of movement on the pay scale. If the course is not approved, it cannot be used for credit towards a horizontal move on the pay scale.

3. Effective September 1, 2000 no employee shall receive a horizontal move on the pay scale on the basis of attaining any degree unrelated to the teacher's field of work or discipline in the Amesbury Public Schools.
4. After implementation of the new salary schedule, members who are due to move laterally, from Column B+36 to the Masters Column shall be placed on the Masters Column step which is \$2500 higher than the member's then-current B+36 step, prior to any agreed upon wage increase being applied.
5. Nurses shall be eligible for horizontal movement based upon credits and degrees earned in fields related to nursing, health education or counseling. Notwithstanding, a nurse shall be eligible for horizontal movement to the Masters Column with either a Masters in Nursing or Masters in Public Health, based upon the same criteria and procedures set forth above at paragraphs 1 – 3.
6. Increments for Advanced Credit - Increments for advanced credit shall be effective upon successful completion of courses and receipt of approved transcript of courses as follows: on September 1, for those courses completed and transcripts received by August 31st and on February 1st for those courses completed and transcripts received by January 31st.
7. Effective September 1, 2011, only graduate level credits earned after the date of the award of a Master's degree may be used to move horizontally on the salary scale beyond a Master's column.

O. Home Assessment Nurse

The Home Assessment Nurse shall receive an annual stipend of \$1,000 in addition to their salary as set forth in the contract.

P. Registration - Nurses

The Committee shall compensate nurses in an amount not to exceed \$100 per year for the cost of maintaining their nursing license. Such cost shall include the course work and practicum prescribed by the Commonwealth of Massachusetts.

Q. Workshop Instruction

Members of the bargaining unit who teach workshop sessions as part of the Professional Development Program in the City of Amesbury shall be compensated twenty-five dollars (\$25.00) per hour. Effective in the 2013-2014 school year, that amount shall increase to twenty-seven dollars and fifty cents (\$27.50) per hour. Effective in the 2014-2015 school

year, that amount shall increase to thirty dollars (\$30.00) per hour. This hourly rate shall also apply to the positions listed in Appendix A as hourly positions. In addition, the District will compensate members of the bargaining unit for instruction of approved in-service graduate courses at the rate of \$750.00 per credit (15 hours). Effective in the 2013-2014 school year, that amount shall increase to \$825.00. Effective in the 2014-2015 school year, that amount shall increase to \$900.00. Such payment will be paid within thirty days of the submission of an invoice.

R. National Board Certification

In addition to the compensation payable in Article II, teachers, nurses and school psychologists who obtain National Board Certification shall receive an annual stipend of \$2500, commencing the school year following receipt of such certification. Teachers, nurses and school psychologists must maintain said certification in order for continued eligibility for the annual stipend.

S. Additional Teaching Time – Compensation

Teachers who teach an additional class, classes, or block over the contracted requirement, shall be compensated based on their hourly rate of pay for the additional time teaching. This shall not be confused with substitute teaching which is covered under Article II, Section D of this Agreement.

ARTICLE III - FRINGE BENEFITS

A. Medical Insurance

The insurance plan offered by the City of Amesbury for other personnel shall be granted to teachers and nurses. The Committee shall pay 75% of the cost of the plan and the employee shall pay 25% of such cost.

B. Flexible Spending Account

The Committee will offer members a flexible spending account (“FSA”) for health care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

The City will offer members a flexible spending account (“FSA”) for qualifying Dependant Care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

C. Life Insurance

The City of Amesbury shall provide eighty percent (80%) of the cost of a \$10,000 life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth to employees.

D. Pension

The parties agree that all provisions of the Massachusetts Teachers' Retirement Plan shall be made a part of this agreement for employees.

E. Tax-Sheltered Annuity

The Committee agrees to allow employees to take advantage of the federal law concerning tax-sheltered annuities.

F. Workers' Compensation

Employees shall be included under the terms of the Workers' Compensation Act, General Laws of the Commonwealth, Chapter 152.

ARTICLE IV - WORKING CONDITIONS

A. Length of Work Day and Work Year

1. Effective with the 2003-2004 school year, the parties agree to accept a work year of 185 days. 181 of these days shall be days school is in session for students. One day shall be the day before school starts for students. Three of these days will be used as workshops for employees. These workshop days will be of five (5) hour duration.
2.
 - a. The work day for teachers shall be a seven (7) hour day for the high, middle and elementary schools. Where necessary, bus duty shall be worked out by the faculty of each building within the defined day or through a compensatory time arrangement.
 - b. In addition, the Superintendent, Principal or Director of Special Education and Student Services may each call one meeting per month for those teachers working directly under their respective supervision with reasonable notice for meaningful purposes.
 - c. In addition to the above, at the discretion of the principal, teachers may be required to remain on duty one day per week for forty-five (45) minutes beyond the normal student day to meet with parents and/or students who may wish assistance or advice.

3. Employees shall be required to attend up to two (2) open house meetings each school year.

B. Teaching Load; Teaching Programs

"Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching, and has participated in the planning of the instruction to be conducted.

"Home room classes" are those in which children assemble in the morning and other times during the day for administrative purposes.

"Administrative periods" are those periods during which the teacher is programmed for a regular activity other than teaching.

"Preparation periods" are those periods during which the teacher is not assigned to a regular programmed responsibility. It is understood that common planning time is an appropriate preparation period activity. Effective September 1, 2008, common planning time may be scheduled for up to one hour per week of preparation time. Preparation periods shall be distributed in each school on an equitable basis.

1. Grades 9-12

- a. A basic maximum of fifteen (15) teaching blocks per week. No teacher shall be assigned more than two subject preparations until all department members are assigned at least two. Third subject preparations shall be determined on a voluntary basis first. Teachers shall have four and one-half (4.5) preparation blocks and one-half (1/2) of an administrative block per week.
- b. For department chairs a maximum of the equivalent of fifteen (15) teaching blocks per week for one semester and ten (10) for one semester in a given year or the equivalent thereof and the equivalent of one-half (1/2) of an administrative block.
- c. Home Room Assignments
 - (1) In grades 9-12 homeroom assignments shall be according to an annual rotation policy. Teachers not always in the building shall be excluded from homeroom assignments. Department chairs shall also be excluded.
 - (2) The Federation is willing to modify this section for the length of the contract by mutual agreement with the high school principal and the Federation representative only in the matters contained in the first sentence of said Article IV, Working Conditions, Section

1.c. pertaining to homeroom rotation policy. The section pertaining to the homeroom assignments of certain teachers and department chairs shall remain in force as originally agreed upon.

d. Preparations

(1) Teachers shall be assigned to teach in their area of certification.

(2) The number of lesson preparations shall be kept at a minimum.

e. Examinations

Final examinations will not be completed more than four (4) days before the close of school.

2. Middle School 5-8

a. Subject preparation is considered the preparation of classes for a particular subject. Each academic subject, i.e. Math, Science, English, and Social Studies, constitutes a different subject preparation.

Special area teachers, i.e. art, band/music, computers, health, life skills, physical education, technical education and world languages will have subject preparations that will cover all four grade levels.

b. No teacher shall be assigned more than three (3) different subject preparations.

c. Weekly preparation time for each teacher shall be a minimum of 200 minutes per week. During the 2003-2004 school year, the staff at the middle school is committed to changing the schedule for the 2004-2005 school year. One of the priorities of this schedule will be to provide more meaningful time spent with students while providing a minimum of 300 minutes of prep time per week for teachers. At no point shall the prep time for teachers go below 230 minutes per week.

d. All preparation periods shall be no less than thirty (30) consecutive minutes.

e. Activity periods are those periods in which a teacher is scheduled to be involved with the pupil usually outside the area of the teacher's certification. Activity periods shall not count as a separate subject preparation.

f. Administrative time shall be distributed on an equitable basis.

3. Elementary School PreK-4
 - a. Preparation periods shall be used for unassigned professional work.
 - b. To the end of enriching curriculum, improving teaching service and providing preparation periods, the services of teachers of music, art, reading, physical education, library, etc. should be utilized.
 - c. Weekly preparation time for each teacher in Grades K through 4 shall be a minimum of 300 minutes.
 - d. All preparation periods shall be no less than 30 continuous minutes in Grades K through 4.

C. Duty-free Lunch Period

1. A duty-free lunch period of thirty (30) minutes shall be provided for all employees at a time when the School cafeteria is open.

D. Notices and Announcements

1. All official circulars shall be posted on school bulletin boards for the inspection of employees.
2. Each employee shall have access to a copy of the Rules and Regulations of the Committee.
3. A copy of school programs should be accessible to the entire faculty.

E. Co-curricular Activities

1. Assignments to co-curricular activities shall be voluntary.

F. Scholarship Standards

1. The parties agree that closer study will be given to suiting the curriculum to the student and developing optimum teaching & learning conditions.
2. To the extent that the Committee's authority permits, pupils shall not be kept out of class for activities associated with recreation and entertainment.
3. Regulations concerning the dismissal of students for athletic events are to be rigidly enforced.
4. Easy transfer of pupils from one teacher to another is to be banned.

G. Supervision

All supervision shall be conducted in person by the supervisory personnel.

H. Training Teachers

1. Teachers cooperating in the training of student teachers shall be known as training teachers.
2. Qualifications for training teachers shall include the following:
 - a. Teacher certification.
 - b. Three (3) years successful teaching experience.
 - c. Recommendation of the school, college, or university requesting service.
 - d. Recommendation of the Amesbury School Department.
 - e. Willingness to cooperate with the college requesting service and the Amesbury School Department in effecting a coordinated training program.

I. Employee Files

1. Employee files shall be maintained under the following circumstances:
 - a. Any written communication that is to become part of an employee's official file, maintained in the Superintendent's office, will be indicated as such on the communication.
 - b. The employee shall have the right to submit a response to the statement. The employee's answer shall be included in the file. Prior to inclusion in the file, the employee's response shall be initialed and dated by the administrator to whom it is directed.
 - c. Upon written request to the Superintendent, an employee shall be given access to his/her file without unreasonable delay.
 - d. Upon receipt of a written request to the Superintendent, the employee shall be furnished a reproduction of any material in his/her file, subject to payment of such materials according to the policies of the Committee. The first twenty pages shall be provided free of charge.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.

3. Official grievances filed by any employee under the grievance procedure as outlined in the collective bargaining agreement shall not be placed in the personnel file of the employee.

J. Hiring of Substitutes

1. Employment of substitutes is the responsibility of the administration.
2. Substitutes shall be hired to cover classes of regularly assigned teachers when they are absent.
3. In emergency situations, when substitutes are unavailable, teachers required to teach during their preparation periods shall be compensated at the hourly rate of \$20.00. Effective September 1, 2008, the aforementioned hourly rate will be increased to \$25.00. This rate is for all work by teachers and nurses done at the direction of the Superintendent or his/her designee for work over and above their daily duties.

K. Safety and Health Standards

Within the authority of the Committee:

1. The school department shall comply with all Massachusetts's safety laws.
2. Prompt repair shall be made of broken window panes and cords, and of broken furniture. Such repairs shall be made at a time so as not to disturb instructional classes.
3. Power equipment of the maintenance department shall be used only at a time when it does not disturb the class, or in emergency situations.

L. Assistance in Assault Cases

1. Principals shall report all cases of assault suffered by employees in connection with their employment, to the Superintendent.
2. Whenever it is alleged that an employee has assaulted a person or that a person has assaulted an employee, the principal and Superintendent shall cooperate with the employee involved in the investigation of the incident. The Superintendent shall comply with any reasonable request from the employee for relevant information in the Committee's possession not privileged under the law concerning the person or persons involved. Members of the bargaining unit will cooperate with the Superintendent in the investigation of the incident.

3. So far as permitted by the General Laws of the Commonwealth currently in force at the time, the Committee shall provide indemnification whenever any employee shall become eligible therefore.

M. Size of Instruction Group

The parties agree to comply with the recommendations of the Massachusetts State Board of Education on class size, except if it were to require more teachers in the Amesbury Public Schools than the number employed on the date that this agreement is signed.

N. Relief from Non-teaching Duties

Teachers shall not be required to keep registers; but they shall be required to assist by providing attendance information to the administration.

O. Parent Conferences

Conferences with parents shall be conducted at the close of the school day or at other mutually convenient times by prior arrangement between the parent and the teacher.

P. Flexible Scheduling

1. When in the interests of the Amesbury Public Schools the schedule of an employee may be changed to meet the needs of a building or program.
2. In order to make the schedule of an employee different from others in the building, the Federation President will be notified.
3. Participation in flexible scheduling will be strictly on a voluntary basis.
4. Teachers on a flex schedule will return to the regular building schedule after the school year is over unless both parties wish to continue the arrangement. If there are no volunteers for a properly posted position, the Superintendent may look outside for eligible applicants.

Q. Orientation Days

New hires shall report and work the three (3) days prior to the start of classes as orientation days, with exact assignment to be made by the Superintendent or his/her designee.

R. Equity

As a broad based mission statement, the Committee and the Federation recognize the value of providing comparable working conditions for its employees assigned to different elementary school buildings within the City, based upon and taking into consideration the

individual needs and programmatic requirements of each school building and the concepts of site-based decision making.

S. Teacher Assignment

Teachers will be notified of changes in their program for the coming year, including the schools to which they will be assigned and the grades and/or subjects that they will teach, as soon as practical and normally no later than the end of the school year. In case of an unexpected emergency, including budgetary changes, that occur after the end of the year, teachers will be given their assignment no later than August 15.

T. MCAS Alternative Assessments

Teachers who are responsible for preparing MCAS Alternative Assessments (Portfolios) shall be released from their classroom duties for one (1) day per school year for the purpose of such preparation, with the scheduling of such day to be coordinated with the building administration.

U. Professional Development Committee

A district-wide collaborative Professional Development Committee (PDC) will be established for the purpose of planning workshops, seminars, and in-service training activities. The PDC shall be comprised of two teachers per building selected by mutual agreement of the AFT building representatives and the building principal, one administrator from each level, and the Superintendent or his/her designee. The PDC shall identify offerings that satisfy both ongoing school department and employee needs. This provision shall in no way prevent the District from implementing its own professional development initiatives.

V. CORI Policy

1. Employees shall be subject to CORI checks consistent with the Amesbury Public Schools CORI Policy.
2. In implementing its CORI Policy, the Committee agrees that the Superintendent and his confidential administrative assistant shall be the individuals responsible for requesting, reviewing and handling CORI information. The Superintendent may allow building principals to review such CORI information in the Superintendent's office, where the Superintendent determines that the principal's review of such information is appropriate.
3. All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth at Paragraph 2.

4. Members shall be required to complete a CORI Request Form prior to the filing of such request by the administration. Use of this form shall serve as the member's notice that the CORI check is being performed. Upon a member's written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.
5. Any discipline action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.

W. Epi-Pen Administration

1. All members shall participate in training provided by Amesbury on the use and administration of an Epi-Pen to students with life threatening allergies. Members who refuse to do so may be disciplined in the following manner: for the first offense, a verbal warning; for the second offense, a written warning, a copy of which shall be included in the member's personnel file; for the third offense, a suspension; for the fourth offense, termination.
2. Members shall cooperate with Amesbury administrators and nursing staff in the health care plan meeting for individual students. Members shall communicate to the nursing staff and building principal any concerns or inabilities on their part to administer an Epi-Pen as part of a student's individual health care plan. In the case of a member's enunciated inability to administer an Epi-Pen, alternative accommodation shall be made within the student's individual health plan for the administration of the Epi-Pen. Members will not be disciplined or penalized due to their inability to administer an Epi-Pen.
3. School nurses are the first line for the provision of health care services in the Amesbury Public Schools.

X. ID Badges

1. Employees shall be required to wear photo identification badges. Said badges shall be worn by employees in a clearly visible manner, promptly upon entering the building and at all school events at which the member is functioning in his/her official capacity.
2. The Committee shall provide two (2) identification badges for each employee. One badge will be provided to the employee and the second badge will be kept in the Building Principal's office and made available to the employee in the event she/he has forgotten, lost or misplaced his/her originally issued badge.
3. Employees shall not be responsible for any costs associated with the original badge or the first replacement badge. The employee shall be responsible for the cost of any additional replacement badge(s).

4. The doctrine of progressive discipline will be followed relative to any violations of this policy.

Y. DISCIPLINE

1. No member of the bargaining unit with professional teacher status shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. A member appealing disciplinary action must elect whether to proceed through the grievance and arbitration provisions of this Agreement or the arbitration provisions of M.G.L. c. 71, s. 42 or 42D. An election of one appeal procedure shall constitute the waiver of all others.
2. All members of the bargaining unit without professional teacher status who have worked for the District for at least 90 calendar days shall be entitled to the due process rights set forth in M.G.L. c. 71, s. 42 and 42D relative to dismissal. A member may appeal procedural violations of this provision through the grievance and arbitration provisions of this Agreement up to Step 3. At Step 1 and Step 2 of the grievance procedure, the Union may also present evidence to refute the allegations giving rise to the disciplinary action, if such evidence exists. The consideration of the grievance by the School Committee at Step 3 shall be limited to a determination of procedural error and shall not involve a review of the merits of the case. The decision of the School Committee at Step 3 of the grievance process shall be final and binding and shall not be subject to arbitration under Article VIII of this Agreement.
3. It is expressly understood that the failure to renew the contract of a unit member without professional teacher status shall not be subject to the above provisions.

ARTICLE V - TRANSFERS & PROMOTIONS

A. Application for Promotion

1. When vacancies occur or are about to occur in higher positions or when new positions of comparable status are to be established, notice of such circumstances shall be posted in each building.
2. Qualifications, requirements, duties, salary, closing date and other pertinent information will be categorically set forth.
3. Applications will be accepted from the personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.
4. Where factors considered in items 2 and 3 are equal among a number of candidates, that candidate with seniority in the Amesbury Public Schools will be given priority consideration.

5. Such bids shall be in writing and will set forth the basis on which the applicant solicits consideration. Reasonable time will be allowed for such submission of bids. Five (5) work days will be allowed from date of posting in respective buildings. If additional time is offered to applicants outside the system, the same time will be allowed to members of the bargaining unit.
6. Women will be given equal consideration as men for promotion to positions as department chair, supervisors or principals.

B. Transfers

1. Notice of known vacancies shall be posted when they occur.
2. Teachers shall have the right to request transfer to another grade, subject, or school in Amesbury where an opening exists for which he or she is qualified. At a minimum, all applicants who hold the appropriate license for the position will be offered an interview.
3. No appointment shall be made to positions posted as vacant until pending transfer requests for such openings have been exhausted.
4. In the event that teachers are to be transferred between buildings, they shall be notified no later than June 1st of the proceeding year that the transfer is to be effective. The school department shall supply all materials necessary for the move. The date may be waived in the case of an emergency and notification to the Federation President.

C. Involuntary Transfers

An involuntary transfer shall be made only after a meeting between the teacher or teachers involved and the Principal and/or Superintendent of Schools, at which time the teacher or teachers will be notified of the reasons for the involuntary transfer.

Notice of any such transfer after the start of the school year shall be given to the teacher or teachers at least fourteen (14) calendar days before the transfer would occur, except in cases of unexpected emergency.

ARTICLE VI - LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall be allowed sixteen (16) days per year accumulative to 165 days.

a. First Five Years

Accrual will be at the rate of 1.6 days per month. Employees completing a given year will be granted sixteen (16) days retroactive to September 1 of that year, provided that the employee teaches the first three days of the school year.

b. After Five Years

Sixteen (16) days will be granted at the inception of the year and added to the previous accumulation.

2. An employee shall be entitled to use up to five (5) of their sixteen (16) sick days each year in case of emergency, illness or injury in the immediate family which requires an employee to care for or to make arrangements for necessary medical or nursing care. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law.

3. Any employee in the Amesbury School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as he/she may be entitled to under the regulations of the Committee in accordance with Chapter 71, Section 55B, of the General Laws pertaining to education.

4. Sick leave will be granted for a period specifically limited to the actual period of the employee's disability caused or contributed to by medical, surgical, or obstetrical conditions.

a. Medical and/or other relevant evidence of disability shall be provided by the individual seeking sick leave of more than five (5) days--unless there is cause--if requested to do so by the Superintendent.

5. Information on sick leave for each employee shall be sent by written request. The information should be transmitted in a sealed envelope.

B. Sabbatical Leave

1. A sabbatical leave shall be granted only for personnel who have been teaching for seven (7) years in the Amesbury Public Schools. The number of leaves granted shall not exceed one (1) in any school year.
2. Applications from eligible applicants must be submitted prior to April 15 for leave beginning the following September.
3. Each application must include a proposed plan of study, travel or research, a statement of the applicant's professional purpose and the expected value to the Amesbury Public Schools.
4. In granting a sabbatical leave of absence, the Committee will take into consideration the recommendation of the Superintendent and the educational value to the Amesbury Public Schools of the proposed project.
5. Personnel granted a sabbatical leave of absence will receive one-half (1/2) pay for one year. Professional teacher status, regular salary increments and status shall not be impaired.
6. Prior to the granting of such leave an applicant shall enter into a written agreement with the Committee that upon termination of such leave, he/she will return to service in the Amesbury Public Schools for a period of two (2) years and that in default of completing such service, he/she will refund to the City of Amesbury an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on his/her record.
7. Employees shall be entitled upon their return to all benefits that were in place at the start of the leave.

C. Funeral Leave

1. Five (5) days maximum funeral leave shall be granted to employees upon the death of anyone in the immediate family or anyone residing in the same household with the teacher or nurse. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law.
2. Funeral leaves shall be granted to at least one employee per building in the case of the death of a retired teacher/nurse.
3. Funeral leave shall be granted upon request, to at least one teacher/nurse per building on the death of an active employee.

4. Funeral leave of one day shall be allowed on the death of grandparents, grandchild, aunt, uncle, niece, nephew, or in-laws other than those set forth in C.1.

D. Military Leave

1. Military leave of absence, without pay, may be granted to a permanent employee inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

E. Leave for Visiting Days, Conferences, Conventions, etc.

1. Each employee in the Amesbury Public Schools may be allowed, without loss of pay, at least one (1) day per year for visiting other classes within or outside the city, or for educational conferences or conventions.

F. General Leave

1. Leaves of absence, without pay, may be granted on account of prolonged illness, needed rest, child rearing necessities of the home and allied reasons; or they may be granted to regular teachers or nurses who are not eligible for sabbatical leaves of absence for the purpose of professional improvement.
 - a. General leaves of absence shall be granted for no more than all or part of one school year. A general leave that begins after the start of a school year may be extended through the following school year upon approval of the principal and the Superintendent.
 - b. The salary status of a regular employee on leave of absence without pay remains unchanged during the period of leave. No increments will be given for the year of absence.
2. Time off, without loss of pay, shall be granted for the observance of any required religious holiday for those employees who adhere to said religious faith.

G. Personal Leave

1. Employees shall be granted three (3) days of personal leave annually to be used for personal affairs that cannot be conducted during non-school hours. Such leave may not be accumulated.
2. Whenever possible, employees shall give twenty-four (24) hours notice of such absence due to personal reasons on a form provided by the Superintendent's office.

3. Personal leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the Superintendent.
4. Personal leave will not be granted for recreation, vacations, job interviews, private business enterprises or political functions.

H. Alternative Employment Leave

1. An Alternative Employment Leave without pay or increment may be granted to employees in the Amesbury School system under the following conditions:
 - a. The employee must have taught in Amesbury for five (5) years.
 - b. Applications must be filed by April 1 with the Superintendent.
 - c. The leave shall be granted for one school year only and an employee who desires to return to employment at the beginning of the following school year must provide notice of intent to return prior to April 1 of the school year that the employee is on leave.

I. Sick Leave Bank

A sick leave bank shall be established for members of the bargaining unit. The School Committee will initially seed the bank with ten (10) days and will add one (1) day for every ten (10) days donated by employees as of September 30, 2000.

Members of the bargaining unit who wish to participate in the bank may contribute one (1) sick day per year until the bank reaches 500 days. Thereafter, members may contribute up to one sick day per year. Those who participate in the sick leave bank will have their total accrued sick time permanently lowered to 164.

The bank shall be administered by a Sick Leave Committee comprised of two members of the Federation, appointed by the Federation President and one member appointed by the Superintendent.

An individual seeking assistance from the bank shall submit his/her request in writing, accompanied by what further information the Sick Leave Bank Committee has determined necessary, which at a minimum shall include certification from the employee's health care provider, regarding reason(s) for absence, diagnosis, prognosis, ability to return to work and expected date of return. Days will be granted from the sick leave bank based upon the majority vote of the Sick Leave Bank Committee. The decision of the committee is binding on all parties and is not subject to the grievance procedure or appealable to any tribunal.

The maximum number of days granted to an individual from the bank will not exceed 150.

An employee is required to have worked the prior school year in order to petition the Sick Leave Bank, unless he/she was a member of the bargaining unit who was out of work using their own accumulated sick leave from the Amesbury Public Schools.

In order to utilize the bank, the employee must have exhausted his/her personal sick leave accumulation and have suffered a five (5) day loss of pay.

Sick Leave Bank Days may not be utilized for parental or maternity leave purposes.

Employees found to have abused the Sick Leave Bank benefit will be subject to disciplinary action.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition

1. A "Grievance" shall mean a complaint by any employee or the Federation that there has been a violation, misinterpretation, or unfair or unjust application of any of the provisions of this agreement.
2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
3. The Federation may initiate and process grievances under the following procedure, acting in place of the employee.

B. Adjustment of Grievance

1. Level 1 - Principal
 - a. An employee may present a grievance to the principal of the school within fifteen (15) school days following knowledge by the grievant of the act or conditions which is the basis of his/her complaint, unless the grievant has a valid excuse for later filing.
 - b. The employee and the principal shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Federation representative; but where the employee is represented, she/he must be present. Whenever a grievance is presented to the principal by the teacher or nurse personally, the principal shall give the Union representative the opportunity to be present and state the views of the Federation.

- c. The principal of the school shall communicate his/her decision to the aggrieved employee and to the Federation representative who participated within five (5) school days after receiving the complaint, unless the principal has a valid excuse for later filing.

2. Level 2 - Superintendent of Schools

- a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent of Schools within ten (10) school days after the decision of the principal has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 1.
- b. The Superintendent of Schools shall meet and confer with the aggrieved employee with a view at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least five (5) school days notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the principal of the school who may be present at the conference and present his/her views.
- d. When the employee is not represented by the Federation at this level, the Superintendent of Schools shall furnish the Federation with a copy of the appeal from Level 1 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e. The Superintendent shall communicate his/her decision in writing together with the supporting reasons, to the aggrieved employee, and to any Federation representatives who participated at this level within fifteen (15) school days after receiving the appeal, unless the Superintendent has a valid reason for later filing.
- f. The principal of the school shall also receive a copy of any decision at this level.

3. Level 3 - School Committee

- a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decision at Level 2 to the Committee within ten (10) school days after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.

- b. The Committee shall meet with the aggrieved employee to attain mutual resolution of the complaint. The aggrieved employee, and the appropriate Federation representative shall be given at least five (5) school days notice of the conference and an opportunity to be heard.
 - c. Notice of the conference shall also be given to the Superintendent and principal who may be present at the conference to state their views.
 - d. When the employee is not represented by the Federation at this level, the Committee shall furnish the Federation with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
 - e. The Committee shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level within fifteen (15) school days after receiving the appeal.
 - f. The Superintendent and the principal shall also receive a copy of any decision at this level.
4. Special Procedures for Grievances Relating to Salary and Leave Matters
- a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule, or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated or that the person's absence was improperly calculated shall be filed directly with the Superintendent of Schools. In such cases, the provisions of the general procedures shall apply to the presentation and adjustment of the grievance that:
 - (1) The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.
- The provisions of the general procedures relating to Level 3 shall apply to any appeal to the Committee regarding the decision of the Superintendent of Schools.

5. Time Limits

The time limits in the Article may be altered by mutual agreement.

6. Adjustment of Grievance

Informal adjustments to grievances may be made by the employee and the supervisor, if the Federation and Committee approve.

ARTICLE VIII - ARBITRATION

- A. A grievance dispute which was not resolved at the level of the Committee under the Grievance Procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by notifying the Committee and the American Arbitration Association of a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Committee, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.
- B. 1. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the Committee and the Federation, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- C. The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Federation agrees that it will not bring, or continue, and that it will not represent any employee in any grievance denied by the decision of an arbitrator.

ARTICLE IX - FEDERATION PRIVILEGES AND RESPONSIBILITIES

A. Fair Practices

As sole collective bargaining agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, age, or marital status. The Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization.

The Committee agrees to continue its policy of not discriminating against any persons on the basis of race, creed, color, national origin, sex, age, marital status, or participation in or association with the activities of any employee organization.

B. Dues Check-Off

The Federation may secure authorization for payroll deductions for Federation dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Amesbury to submit such sums to the Federation Treasurer no later than ten (10) days after such deduction is made. Dues deduction will be standard monthly for all members.

C. Allowed Time for Federation Negotiations

1. The principal shall recognize the Federation building representatives of the Federation in the school.
2. The principal, or Superintendent, will meet with a committee of the Federation, if requested to do so, with adequate notice. Such meetings will take place at a time mutually agreeable to both parties.

D. Bulletin Boards

The Federation shall be provided a bulletin board or space on any existing bulletin boards in each school and other work locations for the posting of notices and other materials and shall be responsible for the maintenance of its materials.

E. Federation Meetings

The authorized representative of the Union shall have the right to schedule Federation meetings in the building before or after regular class hours so long as there is no conflict with Article IV, Section A of this contract.

F. Protection of Individual and Group Rights

1. Nothing contained, herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives from meeting with any teacher for mutual expression of the teacher's views. In the area of Collective Bargaining, no changes or modifications shall be made except through consultation and negotiation with the Federation. Nothing contained herein shall be construed to permit an organization other than the Federation to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor or processing a

grievance on his own behalf in accordance with the Grievance Procedure, hereto set forth in Articles VII and VIII.

G. Information

The Committee shall make available to the Federation, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

The Federation shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

H. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by City, state or federal law, rule or regulation.

I. Printing of the Agreement

The Committee and the Federation agree to share equally the cost of reproducing the Agreement and in sufficient quantity to distribute a copy to each member of the bargaining unit employed by the Committee and to each member of the Committee and administration and additional copies as requested by the Union and Committee.

ARTICLE X - HANDLING OF NEW ISSUES

A. Matters of Collective Bargaining

1. By the Committee

The Committee agrees it will make no changes without prior consultation and negotiation with the Federation.

B. Being a mutual agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XI - SAVING CLAUSE

A. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

ARTICLE XII - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

- A. The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement.
- B. In consideration of the terms of this agreement and the legislation that engendered it, the Federation and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties during the terms of this contract.
- C. If the Federation disclaims such activities publicly and in writing to the Committee, and advises the individuals concerned that the activity is illegal and in violation of the contract and instructs them to cease such activities, it will not be liable in any way therefore.

ARTICLE XIII - LAYOFF PROCEDURE

- A. Reductions in staff will first be made among those teachers in the department and/or classification to be reduced who have not obtained professional teacher status.
- B. No professional teacher status teacher shall be laid off if there is a non P.T.S. teacher whose position the tenure teacher is qualified to fill.
- C. Any teacher who is reduced from full-time to part-time status shall be compensated on a pro-rata basis.
- D. If a reduction in a department and/or classification results in the layoff of a P.T.S. teacher, the teacher with the least seniority in the department and/or classification shall be laid off first provided that the following factors, when applied to the next senior teacher, are at least equal to the teacher to be laid off:
 - 1. Professional performance based upon written evaluations within the three (3) year period prior to layoff.
 - 2. Current educational needs of the system based upon a teacher's ability to teach a course or courses or provide a specialized service of a professional nature.

List of specialized positions:

Academic Enrichment

Music

- 1. Vocal
- 2. Instrumental

Advanced Placement

Early Childhood (Pre-K - K)

Special Needs Specialist

1. Hearing and Language
2. Vision
3. Audition

Any new positions of a specialized nature shall be designated on an annual basis.

3. Professional Development (including courses taken at a college and graduate level; in-service and outside courses; committee and curriculum work membership and participation in professional organizations and societies; writing for publication).
- E.** A displaced P.T.S. teacher can bump a less senior P.T.S. teacher in a department and/or classification in which the displaced teacher has certification provided that the factors set forth in paragraph D above, when applied to the displaced P.T.S. teacher, are at least equal to the less senior teacher. In applying paragraph E, the Superintendent can consider the specific courses taken at the college and graduate level as part of Professional Development to evaluate the fitness of a teacher with certification to displace a less senior tenure teacher in a department or classification.
- F.** Seniority is the length of continuous service in a permanently appointed professional position in the Amesbury Public Schools, including time spent on paid leaves of absence authorized under this Agreement. Teachers who have transferred to other departments and/or classifications shall maintain their overall seniority. Unpaid leaves of absence of one year or more shall not count in the computation of seniority but will not constitute a break in continuous employment.
- G.** P.T.S. teachers who have been laid off shall be entitled to recall to their former department and/or classification for a period of two years from the effective date of their layoff. During the recall period, teachers who have been laid off shall be notified of any openings in the former department and/or classification and offered employment on a last-out, first-in basis. During the recall period, teachers who have been laid off shall be given preference on the substitute list.
- H.** Recall notices will be sent to laid off P.T.S. teachers by registered return receipt mail to their last address of record, with copies being sent to the Federation. A recalled teacher shall have seven (7) days after receipt of the recall notice to accept that position. A teacher who accepts recall may, upon request, be given an additional two (2) weeks to return to work if required to provide notice to his or her then current employer. If the teacher either rejects the recall offer or fails to respond to the recall notice, the teacher's name shall be bypassed on the recall list and the position shall be offered to the next

person, if any, on the recall list. A teacher who rejects a recall offer or fails to respond to a recall notice for the second time shall be removed from the recall list and all rights of recall shall terminate.

- I. To the extent permitted by law, teachers shall be allowed to maintain insurance coverage by paying the full premium to the City during the recall period.
- J. A list specifying the seniority of each member of the bargaining unit and any changes in the list of specialized positions shall be prepared by the Committee and forwarded to the President of the Federation within thirty (30) days following the execution of this Agreement. Updated lists shall be supplied by the Committee annually thereafter. Any list submitted by the Committee will become final at the end of thirty (30) days following submission to the Federation, and will not thereafter be subject to grievance or arbitration.

ARTICLE XIV - AGENCY SERVICE FEE

For any member of the bargaining unit who is not a member of the Federation, it shall be a condition of his/her continued employment during the life of this Agreement that said teacher shall pay to the Federation, on or after October 1, 2000 a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of M.G.L. c. 150E, §12 and shall be transmitted directly to the treasurer of the Federation.

The Federation agrees to indemnify, defend and save the School Committee and the City of Amesbury harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of M.G.L. c. 150E, §12 or for any action taken by the Committee to enforce the so-called Agency Service Fee.

ARTICLE XV - MANAGEMENT RIGHTS

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Under the laws of Massachusetts, the Committee elected by the citizens of Amesbury is charged with the responsibility for the quality of education of the Amesbury Public Schools. It is acknowledged that the Committee has final responsibility for establishing the educational policies of the public schools of Amesbury, for the management of said schools and for directing their operation - a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interests of the City of Amesbury. It is further acknowledged that the Superintendent of Schools of Amesbury has the responsibility for carrying out the policies so established.

ARTICLE XVI – EVALUATION

The Parties agree to continue to negotiate over the Educator Evaluation System. This Agreement will be reopened to incorporate any changes agreed to by the Parties.

ARTICLE XVII - DURATION

- A. This Agreement shall be effective as of September 1, 2012, and shall continue in full force and effect until August 31, 2015.
- B. The parties agree that no later than October 1, 2014, they will enter into negotiations for a successor Agreement to become effective September 1, 2015. Negotiations for a successor Agreement will include any matters covered by this Agreement, and any other matters, which the parties mutually agree to be negotiable.

The funding of this agreement is contingent upon the continuation of funding of at least current levels pursuant to the Education Reform Act.

Except as amended hereby, aforesaid Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties of this Contract have caused these presents to be executed by their agent hereunto duly authorized, and their seals to be affixed hereto, on the date first above written.

AMESBURY SCHOOL COMMITTEE

AFT AMESBURY,
AFT MASSACHUSETTS, AFL- CIO

by: _____
Its Chairman

by: _____
Its President

APPENDIX A

CO-CURRICULAR ACTIVITIES

Level I

\$1250

Amesbury High School:

Yearbook Advisor
School Newspaper Advisor

Junior Class Advisor
Senior Class Advisor
Drama Coordinator
Math Team Advisor
Student Council Advisor
Big Brother/Sisters
Peer Leader Advisor
Literary Magazine Advisor
Peer Mediation Coordinator

Amesbury Middle School:

Literary Magazine Advisor
Destination Imagination Advisor
Drama Club Advisor
Peer Leaders Advisor
Yearbook Advisor

Elementary Schools:

Destination Imagination Advisor

Level II

\$900

Amesbury High School:

Student Advisory Council Advisor
Class Advisor Freshman
Class Advisor Sophomore
National Honor Society Advisor
Gay/Straight Alliance Advisor
Audio/Visual Coordinator
Art and Camera Club
Band/Chorus Ensemble

APPENDIX A

Amesbury Middle School:

Audio Visual Coordinator
Communications Club Advisor
Newspaper Club Advisor
Student Council Advisor
Computer Club Advisor
Jazz-Rock Band Advisor
Melody Club Advisor
Games Club Advisor
Math League Advisor
Art Club Advisor

Elementary Schools:

Math League Advisor
Student Council Advisor
Audio Visual Coordinator
Computer Club Advisor
Drama Club Advisor
Art Club Advisor

Level III

\$550

Amesbury High School:

Math Honor Society Advisor
Recycling Club Advisor
Interact Club Advisor
History Honor Society Advisor
Foreign Language Honor Society Advisor
Science Honor Society Advisor
Academic Decathlon/Quiz Show Advisor
Environmental Club Advisor
Science Team Advisor
English/Language Arts Honor Society Advisor

Amesbury Middle School:

Recycling Program Advisor
Ski Club Advisor
Child Care Club Advisor
Foreign Language Club Advisor

APPENDIX A

Elementary Schools:

Recycling Program Advisor
 Chess Club Advisor
 Newspaper Club Advisor

Additional Responsibility Stipends

High School Band Director	\$2050
High School Graduation/Honors Coordinator	\$ 600
High School Chorus Director	\$ 700
Middle School Band Director	\$ 700
Middle School Chorus Director	\$ 700
Camp Bournedale Coordinator (x2)	\$1000
Middle School Intramurals	\$ 600 per session
Cashman Chorus Director	\$ 600
Ed. Relations Facilitators (x4)	\$1500
Elementary School Intramurals	\$ 600 per session
Elementary Building Coordinator	\$5000
Camp Bournedale Stipend (x 3 days)	\$100 per day
Literacy Team Facilitators (x2)	\$ 600
Mentor Teachers	\$ 600
Adult Education Coordinator	\$3,600

Special Education Program Summer Work Stipends					
Name	Hours	\$50/hr	Prep	\$50/hr	Total
Intensive Pre-K Teacher	45	\$2,250.00	9	\$450.00	\$2,700.00
Life Skills Teacher	36	\$1,800.00	7	\$350.00	\$2,150.00
Kindergarten Teacher	24	\$1,200.00	5	\$250.00	\$1,450.00
Academic Teacher	16	\$800.00	3	\$150.00	\$950.00
OT, PT, Speech Therapists	Shall be paid at the rate of \$50.00 per hour for time worked as defined by the student's IEP, plus five (5) hours of prep time at the beginning of the summer program.				
Nurse	Shall be paid a stipend for all summer work of \$2,500.00				

APPENDIX B-1

TEACHERS/NURSES SALARY SCHEDULE

September 1, 2012

1% Increase

Step	Old Step	B/BSN	B/BSN18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45	M/MSN+60	MM/CAGS
				Grandfathered Members Only						
1	4	44,174	46,057	51,769	49,194	51,077	52,959	54,842	56,724	59,862
2	5	45,657	47,563	54,357	50,700	52,583	54,465	56,347	58,231	61,367
3	6	47,187	49,069	58,152	52,206	54,090	55,971	57,854	59,736	62,874
4	7	48,693	50,575	59,694	53,713	55,594	57,477	59,360	61,242	64,379
5	8	50,198	52,081		55,218	57,100	58,983	60,866	62,747	65,885
6	9	51,704	53,587		56,724	58,606	60,489	62,372	64,254	67,391
7	10	53,211	55,093		58,231	60,113	61,995	63,877	65,760	68,897
8	11	53,924	55,778		59,736	61,619	63,501	65,383	67,266	70,403
9	12				61,242	63,124	65,007	66,889	68,771	71,909
10	13				62,747	64,630	66,514	68,395	70,278	73,416
11	14				64,970	66,853	68,736	70,617	72,500	75,637

Note – Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

APPENDIX B-2

TEACHERS/NURSES SALARY SCHEDULE

September 1, 2013

2.5% Increase

Step	Old Step	B/BSN	B/BSN18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45	M/MSN+60	MM/CAGS
				Grandfathered Members Only						
1	4	45,279	47,208	53,063	50,424	52,354	54,283	56,213	58,142	61,358
2	5	46,798	48,752	55,716	51,967	53,897	55,827	57,756	59,686	62,901
3	6	48,367	50,296	59,606	53,511	55,442	57,370	59,300	61,230	64,445
4	7	49,910	51,839	61,186	55,056	56,984	58,914	60,844	62,773	65,989
5	8	51,453	53,383		56,598	58,528	60,458	62,387	64,316	67,532
6	9	52,997	54,926		58,142	60,071	62,001	63,931	65,861	69,076
7	10	54,541	56,471		59,686	61,616	63,545	65,474	67,404	70,620
8	11	55,272	57,173		61,230	63,160	65,088	67,018	68,948	72,163
9	12				62,773	64,702	66,632	68,562	70,490	73,707
10	13				64,316	66,246	68,176	70,105	72,035	75,251
11	14				66,595	68,524	70,454	72,383	74,312	77,528

Note – Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

TEACHERS/NURSES SALARY SCHEDULE

September 1, 2014

2.5% Increase

Step	Old Step	B/BSN	B/BSN18	B/BSN+36	M/MSN	M/MSN+15	M/MSN+30	M/MSN+45
				Grandfathered Members Only				
1	4	46,411	48,389	54,389	51,685	53,662	55,640	57,618
2	5	47,968	49,971	57,109	53,267	55,245	57,223	59,199
3	6	49,576	51,553	61,096	54,849	56,828	58,805	60,783
4	7	51,158	53,135	62,716	56,432	58,409	60,387	62,365
5	8	52,739	54,717		58,013	59,991	61,969	63,947
6	9	54,321	56,299		59,595	61,573	63,551	65,529
7	10	55,905	57,883		61,178	63,156	65,133	67,111
8	11	56,654	58,602		62,761	64,739	66,715	68,693
9	12				64,343	66,320	68,298	70,276
10	13				65,924	67,902	69,881	71,858
11	14				68,259	70,237	72,215	74,192

Note – Shaded Columns/Steps for grandfathered Members only under the provisions of Article II A (2).

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AMESBURY SCHOOL COMMITTEE
AND
AFT AMESBURY
AFT MASSACHUSETTS
AFT
AFL-CIO
PARAPROFESSIONALS AND TUTORS
SEPTEMBER 1, 2012 TO AUGUST 31, 2015

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This AGREEMENT made and entered into, effective September 1, 2012 by and between the School Committee of the city of Amesbury (hereinafter referred to as “the Committee”) and the AFT Amesbury, Local 1033, AFT Massachusetts, AFL-CIO (hereinafter referred to as “the Federation”).

ARTICLE I

RECOGNITION

A. Union Recognition

The Amesbury School Committee recognizes the AFT Amesbury, AFT Massachusetts, AFL-CIO as the exclusive bargaining representative for

- 1) all full-time and regular part-time paraprofessionals (formerly known as clerical assistants, teacher assistants, and teacher associates) employed by the Amesbury School Committee; and
- 2) all tutors in the Amesbury School Department in the unit as defined by the Massachusetts Labor Relations Commission in case no. MCR 4474 as follows:

“All full-time and regular part-time tutors employed by the Amesbury School Committee, excluding all Unit B employees, confidential employees, managerial employees, and all others,”

but excluding all confidential employees, managerial employees and all other employees.

B. Seniority List

1. The Committee shall prepare a seniority list that indicates the date on which all the members of the bargaining unit were hired. One seniority list will be prepared listing the Tutors and a separate list will be prepared listing the Paraprofessionals.
2. The Federation shall be supplied with the list which shall be kept current.
3. Seniority is the length of continuous service in position covered by this Agreement in the Amesbury Public Schools, including time spent on paid leaves of absence authorized under this Agreement. Members who have transferred to other departments and/or classifications shall maintain their overall seniority. Unpaid leaves of absence of one year or more shall not count in the computation of seniority but will not constitute a break in

continuous employment. Service broken by retirement or resignation shall not be counted toward the determination of seniority.

ARTICLE II

MANAGEMENT RIGHTS

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Under the laws of Massachusetts, the Committee elected by the citizens of Amesbury is charged with the responsibility for the quality of education of the Amesbury Public School system. It is acknowledged that the Committee has final responsibility for establishing the educational policies of the public schools of Amesbury, for the management of said schools and for directing their operation – a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interests of the City of Amesbury. It is further acknowledged that the Superintendent of Schools of Amesbury has the responsibility for carrying out the policies so established.

ARTICLE III

UNION PRIVILEGES AND RESPONSIBILITIES

A. Fair Practices

As sole Collective Bargaining Agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, gender, age, sexual orientation, marital status, or participation in or association with the activities of any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, gender, age, sexual orientation, marital status, or participation in or association with the activities of any employee association.

B. Dues Check-Off

The Federation may secure authorization for payroll deduction for Federation dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Amesbury to submit such sums to the Federation treasurer no later than ten (10) days after such deduction is made. Dues deduction will be standard monthly for all members.

C. Allowed Time For Union Negotiations

1. The Principal shall recognize the Federation building representatives of the Federation in the school.
2. The Principal, or Superintendent, will meet with a committee of the Federation, if requested to do so, with adequate notice. Such meetings will take place at a time mutually agreeable to both parties.

D. Bulletin Board

The Federation shall be provided a bulletin board or space on any existing bulletin boards in each school and other work locations for the posting of notices and other materials and shall be responsible for the maintenance of its materials.

E. Union Meetings

The authorized representative of the Federation shall have the right to schedule union meetings in the building before or after regular class hours.

F. Protection Of Individual And Group Rights

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives from meeting with any member for mutual expression of the member's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation and negotiation with the Federation. Nothing contained herein shall be construed to permit an organization other than the Federation to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate supervisor or processing a grievance on his/her own behalf in accordance with the Grievance Procedure, heretofore set forth in Articles IV and V.

G. Information

The Committee shall make available to the Federation, upon its reasonable request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

The Federation shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

H. Existing Laws And Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by City, state or federal law, rule, or regulation.

I. Printing Of The Agreement

The Committee and the Federation agree to share equally the cost of reproducing the Agreement and in sufficient quantity to distribute a copy to each member of

the bargaining unit employed by the Committee and to each member of the Committee and administration and additional copies as requested by the Federation and the Committee.

J. Agency Fee

For any member of the bargaining unit who is not a member of the Federation, it shall be a condition of his/her continued employment during the life of this Agreement that said member shall pay to the Federation, on or after October 1, 2002 a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of M.G.L. c. 150E, §12 and shall be transmitted directly to the treasurer of the Federation.

The Federation agrees to indemnify, defend and save the School Committee and the City of Amesbury harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of M.G.L. c. 150E, §12 or for any action taken by the Committee to enforce the so-called Agency Service Fee.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by an employee or the Federation that there has been a violation, misinterpretation, or unfair or unjust application of any of the provisions of this Agreement.
2. As used in this Article, the term employee shall mean either an individual employee or a group of employees having the same grievance.
3. The Federation may initiate and process grievances under the following procedure, acting in place of the employee.

B. Adjustment Of Grievances

1. Level 1 – Principal/Supervisor
 - a. An employee may present a grievance in writing to the Principal of the school within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his/her complaint, unless the grievant has a valid excuse for later filing.

- b. The employee and the Principal shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Federation representative; but where the employee is represented she/he must be present. Whenever a grievance is presented to the Principal by the employee personally, the Principal shall give the Federation representative the opportunity to be present and state the views of the Federation.
- c. The Principal of the school shall communicate his/her decision in writing to the aggrieved employee and to the Federation representative who participated within five (5) business days after receiving the complaint, unless the Principal has a valid excuse for later filing.

2. Level 2 – Superintendent Of Schools

- a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent of Schools or his/her designee within ten (10) days after the decision of the Principal has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 1.
- b. The Superintendent of Schools or his/her designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least five (5) days notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the Principal who may be present at the conference and present his/her views.
- d. When the employee is not represented by the Federation at this level, the Superintendent of Schools or his/her designee shall furnish the Federation with a copy of the appeal from Level 1 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e. The Superintendent or his/her designee shall communicate his/her decision in writing together with the supporting reasons, to the aggrieved employee, and to any Federation representatives who participated at this level within fifteen (15) days after receiving the appeal, unless the Superintendent has a valid reason for later filing.
- f. The Principal of the school/Supervisor shall also receive a copy of any decision at this level.

3. Level 3 – School Committee

- a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decision at Level 2 to the School Committee within ten (10) school days after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.
- b. The School Committee shall meet with the aggrieved employee with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Federation representative shall be given at least five (5) days notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the Superintendent and Principal who may be present at the conference to state their views.
- d. When the employee is not represented by the Federation at this level, the Committee shall furnish the Federation with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e. The Committee shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level within fifteen (15) days after receiving the appeal.
- f. The Superintendent and the Principal shall also receive a copy of any decision at this level.

4. Special Procedures For Grievances Relating To Salary And Leave Matters

- a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, or that the person's absence was improperly calculated shall be filed directly with the Superintendent of Schools or his/her designee. In such cases, the provisions of the general procedures shall apply to the presentation and adjustment of the grievance that:
 1. The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint. The provisions of the general procedures relating to Level 3 shall apply to any

appeal to the Committee from the decision of the Superintendent of Schools.

5. Time Limits

The time limits in this Article may be altered only by mutual agreement of the parties in writing.

6. Adjustment Of Grievance

Informal adjustments to grievances may be made by the employee and the supervisor if the Federation and the Committee approve.

ARTICLE V

ARBITRATION

- A. A grievance dispute which was not resolved at the level of the Committee under the Grievance Procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by notifying the Committee and the American Arbitration Association of a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Committee under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.
- B. 1. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the Committee and the Federation, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- C. The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Federation agrees that it will not bring, or continue, and that it will not represent any employee in any grievance denied by the decision of an arbitrator.
- D. The non-renewal of an employee's employment for a subsequent school year will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VI
COMPENSATION

A. Basic Salary Schedule

The salaries of the members of the bargaining unit are set forth in Appendix A which is attached to and made a part of this Agreement.

B. Method and Time of Salary Payment

Salaries shall be paid on a bi-weekly basis based upon time records submitted pursuant to Section C, below. If an employee leaves or dies during the school year, he/she or his/her estate shall be entitled to any compensation earned, but not yet paid to the employee.

The Parties agree that the following provision will be suspended pending receipt of an Advisory Opinion from the Attorney General's Office relative to the legality of same. The Committee agrees to request said opinion no later than September 1, 2012. Upon receipt of the opinion from the Office of the Attorney General, the Parties will re-open this Contract on the limited issue of modifying the below language to conform to the Attorney General's opinion.

Paraprofessionals and Tutors may elect to have their salaries paid in either twenty-one (21) or twenty-six (26) bi-weekly installments. Those Paraprofessionals with set weekly hours as of the start of the school year, may also elect between the twenty-one (21) or the twenty-six (26) week schedules. For those Paraprofessionals whose hours may be subject to change during the school year, there shall be no such election offered.

All staff will be required to enroll in the payroll direct deposit program offered by the District By September 1, 2012.

C. Time Slips

Payment of salary shall be predicated upon the members' submission of accurate time records to his/her supervisor on a bi-weekly basis. Members' pay shall not be docked for weather-related delays or early release up to two (2) hours total.

D. Approved Courses

1. A \$250.00 reimbursement will be provided to employees for up to two college-level courses per year and the total amount reimbursed by the school system to the unit shall not exceed \$2,000.00 in a given year for paraprofessionals, and \$4,000.00 in a given year for tutors. These courses must be pre-approved by the employee's principal and the Superintendent or his/her designee and the employee must submit proof of successful

completion, being a grade of B or better, in order to receive said reimbursement.

E. Anniversary Dates

For purposes of salary payment, employees will advance a step on the salary schedule each September, provided the employee worked 91 days in the previous year.

F. Unused Sick Leave Credit

Paraprofessionals:

1. If fewer than four (4) sick days are taken in a given school year, the employee will receive a one hundred dollar (\$100.00) bonus. In addition, any employee who uses no sick days in a given school year will receive two (2) additional sick days to be granted at the beginning of the next school year.
2. Payment of the bonus monies referenced above shall be paid within the first month of the school year immediately following the school year in which the employee qualified for the bonus.

Tutors:

1. Effective September 1, 1998, the Committee shall pay \$100 to members of the bargaining unit if they are absent three (3) days or less during the previous school year.
2. Payment shall be made within the first school year immediately following the school year in which the tutor had the low absence record.

G. In-Service Workshops

Employees shall be compensated at their hourly rate for attending in-service workshops if the employee is required to attend by his/her principal.

H. Retirement Provision for Tutors

In recognition of dedicated service, a tutor who has worked for twenty (20) consecutive years in the Amesbury School System (or the City of Amesbury serving under the Retirement Act) may obtain an increase in compensation in the final year of working by following these procedures:

1. Eligible employees who desire participation will notify the Superintendent by January 1 of the year in which they intend to retire under the Municipal Retirement Act. At the conclusion of the final year of working, all accumulated sick leave will be eliminated and in lieu thereof the employee

shall receive a lump sum payment in the amount of seventy-five percent (75%) of the current teacher substitute pay per day for each sick leave surrendered if that employee has averaged less than four (4) days of sick leave per year for each year of working in Amesbury, and fifty percent (50%) of the current teacher substitute rate for each day surrendered for employees who have averaged four (4) or more days of sick leave per year of work in Amesbury.

2. It is understood that the giving of the notice of intent to retire pursuant to this provision is irrevocable, and the employee giving such notice shall be required to retire during the calendar year in which the notice of intent to retire is given.

I. Service Credits

Service credits shall be paid as follows to those members hired on or before July 1, 2010:

	<u>July 1, 2012</u>	<u>July 1, 2013</u>	<u>July 1, 2014</u>
After 10 Years of Service	\$300	\$450	\$600
After 15 Years of Service	\$600	\$900	\$1200
After 20 Years of Service	\$850	\$1275	\$1700
After 25 Years of Service	\$1100	\$1650	\$2200

Length of service is defined as full years of service in the Amesbury Public Schools, though the years need not be consecutive. The employee's step on the salary scale has no bearing on this section.

By way of clarification, the \$600 stipend will be paid beginning in the 11th year of full service and will continue through the 15th year and so on.

Annual service credit payments shall be made in two equal installments, the first being the payroll prior to Christmas vacation and the second being the payroll prior to April vacation.

ARTICLE VII

LEAVES OF ABSENCE, HOLIDAYS, VACATION

A. Sick Leave

1. Members who work 20 or more hours per week shall earn twelve (12) sick days per year and may accumulate up to ninety-five (95) days. Members who work less than 20 hours per week will earn (6) sick days per year and may accumulate up to 45 days of sick leave.
2. An employee shall be entitled to use up to five (5) days of his/her accrued sick time each year in case of emergency, illness or injury in the immediate family which requires the employee to care for or to make arrangements for necessary medical or nursing care. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law.
3. Any employee excluded or removed from employment on account of tuberculosis in a communicable state may utilize available sick leave.
4. Sick leave will be granted for a period specifically limited to the actual period of the employee's disability caused or contributed to by medical, surgical or obstetrical conditions. Medical or other relevant evidence of disability shall be provided by the individual seeking sick leave of more than five (5) days, if requested to do so by the Superintendent.
5. Information on sick leave for each employee shall be sent on written request. The information shall be transmitted in a sealed envelope.
6. Notwithstanding any prior provision of this Agreement, for any employee absent for five (5) consecutive school days or where sick leave abuse is suspected, the Superintendent or building principal shall have the right to request a physician's certificate of illness and fitness to return to work from the employee.

B. Sick Leave Bank

It is the parties' intent to establish and administer a Sick Leave Bank for the members of the Paraprofessionals bargaining unit represented by AFT Massachusetts, and to pool a portion of the sick leave allowances granted under this agreement to provide for continued payment of employees with catastrophic or prolonged illnesses or injury.

1. A Sick Leave Bank shall be established effective September 1, 2012.
2. Participation in the Sick Leave Bank shall be voluntary. Any employee wishing to participate in the bank must, if eligible, agree to maintain short-

term/long-term disability insurance coverage as a condition for entry into and participation in the bank. No employee shall be allowed to draw days from the Sick Leave Bank until after the one (1) year anniversary of their entry into the bank.

3. Any employee who wishes to participate in the Sick Leave Bank must elect to do so in writing on a form agreed to by the parties, and by no later than September 30th of each year or within two (2) weeks of their date of hire. The election by an employee to participate in the bank shall remain in force for the duration of the school year, and then from year to year unless it is revoked in writing on a form agreed to by the parties no later than September 30th of each year.
4. With the establishment of the Sick Leave Bank, and upon entry into the bank employees who elect to participate shall be required to contribute two (2) days of their accrued sick leave to the bank. In the event applying the terms of this paragraph would cause the bank to remain below the minimum specified in paragraph 5, the provisions of this paragraph may be reapplied. In the event applying the terms of this paragraph would cause the bank to exceed the maximum specified in paragraph 5, the provisions of this paragraph shall not be applied.
5. The Sick Leave Bank shall at all times maintain a minimum of twenty-five (25) days in reserve. If the number of days falls below the minimum then each employee will contribute one (1) additional day. However, the total number of sick leave days in reserve shall not exceed a maximum one hundred (100) days.
6. A Sick Leave Bank Committee to consider eligibility for an employee to draw upon the Sick Leave Bank shall be established. This committee shall consist of four (4) members including two (2) members appointed by the Federation, and two (2) members of the School Committee appointed by the Chair of the School Committee. In the event a vote of the Sick Leave Bank Committee results in a tie when considering eligibility of an employee to draw upon the Sick Leave Bank, the Superintendent of Schools shall break the tie by applying the provisions of Section 7 below. All decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.
7. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an employee to draw from the Sick Leave Bank, and in determining the amount of leave:
 - a. An employee must submit written medical evidence, i.e. a medical doctor's note, indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific

nature of the illness or injury, and the date the employee may expect to return to work.

- b. An employee must have exhausted all accrued days of paid leave in their employee benefits, including but not limited to accrued ~~sick~~ sick, personal, and vacation time.
 - c. If an employee is eligible, they must produce documentation showing that they are maintaining short-term/long-term disability insurance coverage. If an employee is not eligible, they must produce documentation showing that they have applied for and been denied short-term/long-term disability coverage.
 - d. An employee's prior utilization of his/her sick leave.
 - e. An employee's prior requests for and use of sick leave drawn from the Sick Leave Bank.
8. No days may be granted from the Sick Leave Bank for any reason other than that due to prolonged illness or injury. Days may not be granted for the normal or usual illness due to pregnancy, childbirth, or the recuperation there from, except when accompanied by a medical doctor's note that said employee could not perform the duties appropriate to his/her position because of unusual or abnormal complications occurred during such illness.
 9. Upon compliance with SECTION 6 by an employee, the Sick Leave Bank Committee shall issue a grant of days from the Sick Leave Bank reserves. The initial grant shall be no less than five (5) days and no more than thirty (30) days.
 10. In the event an employee needs additional days then SECTIONS 7, 8, and 9 may be reapplied, up to a total of ninety (90) days per illness.

C. Funeral Leave

1. Paraprofessionals:
 - a. Leave of up to five (5) school days shall be allowed to employees in connection with the death of an immediate family or household member. Immediate family or household member shall be defined as spouse, children, parents, sibling, mother-in-law, father-in-law, or a person residing in the same household as the employee.
 - b. Leave of up to one (1) school day shall be allowed for the death of grandparents, grandchild, aunt, uncle, niece, nephew or in-laws other than those set forth above.

2. Tutors:
 - a. Funeral leave of five (5) days in connection with a death in the immediate family, to include parent, spouse, child, sister, brother, mother-in-law, father-in-law or a relative living in the employee's household.
 - b. Funeral leave of one (1) day in connection with the death of a grandparent, grandchild, aunt, uncle, niece or nephew.

3. Employees Who Work Less Than Twenty (20) Hours Per Week:

Employees who work less than twenty (20) hours per week shall be entitled to the same number of days of Funeral Leave as employees who work twenty (20) or more hours per week, however pay for such days shall be pro-rated based on the number of hours normally worked on the day(s) in question. Employees covered by this Agreement shall not be required to take funeral leave immediately after the death of any person included in paragraphs 1 or 2 above, but may request such leave to be granted at a time which corresponds with the funeral or related services. Employees shall be required to take Funeral Leave on consecutive workdays.

D. Leaves Of Absence

1. Educational Purposes

A leave of absence of up to one (1) year may be granted to an employee for continued education purposes, without loss of his/her position in the system, provided that the employee has been employed by the Committee for at least one (1) full school year.

2. General Leave

Paraprofessionals employed for five (5) consecutive years or more may be granted a leave of absence, without pay, on account of prolonged illness, needed rest, child rearing necessities of the home and allied reasons; or they may be granted for the purpose of professional improvement, under the following circumstances. All Tutors are eligible for such leave, regardless of their length of employment.

- a. General leaves of absence shall be granted for no more than all or part of one (1) school year. A general leave that begins after the start of a school year may be extended through the following school year upon approval of the Principal and the Superintendent.

- b. The salary status of a member on such leave of absence remains unchanged during the period of leave. No increments will be given for the year of absence.

3. Religious Leave

a. Paraprofessionals:

One (1) day per school year of leave without pay may be granted for the observance of any required religious holiday for those employees who adhere to said religious faith.

b. Tutors:

Time off, without loss of pay, shall be granted for the observance of any required religious holiday for those tutors who adhere to said religious faith.

E. Personal Leave

1. Two (2) days per year of personal leave will be granted annually to members who work 20 or more hours per week for personal affairs that cannot be conducted during non-school hours. Such leave may not be accumulated. Members who work less than 20 hours per week will receive one (1) day of personal leave. Such leave may not be accumulated.
2. Whenever possible, employees shall give twenty-four (24) hours notice of such absence due to personal reasons on a form supplied by the office of the Superintendent.
3. Personal leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the Superintendent. Personal leave will not be granted for recreation, vacations, job interviews, private enterprises or political functions. Employees do not have to specify a reason for personal days.

F. Jury Duty

An employee summonsed to serve on jury duty or to appear in court as a witness must notify his/her immediate supervisor upon receipt of the summons. For Commonwealth of Massachusetts judicial proceedings, an employee who is summoned to jury duty or to appear in court as a witness shall receive their full daily rate of pay for the first three (3) days of juror or witness service. If required to serve beyond three (3) days, the employee will be paid his/her full daily rate of pay for a period of up to four (4) additional days, however any payment or fees

received by the employee from the courts (other than expenses) must be turned over to the District. A copy of the check must be given to Business Office. If serving in another state, the state law concerning jury/witness duty will guide the rate of pay requirements for that employee's jury/witness duty and the employee will continue to receive full pay up to a maximum period of seven (7) days per year.

Employees shall be required to submit evidence of jury/witness duty service to the Amesbury Public School Business Office.

On any day or half-day that an employee is not required to serve, he/she will be expected to report to work.

ARTICLE VIII

FRINGE BENEFITS

A. Health And Life Insurance

1. Those members who regularly work twenty (20) or more hours per week will be eligible for health and life insurance benefits as offered by the City to other employees of the Amesbury Public Schools.

2. Contribution Rates

The Committee shall pay 75% of the cost of the plan the employee shall pay 25% of such cost.

3. Flexible Spending Account

The Committee will offer members a flexible spending account ("FSA") for health care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

The City will offer members a flexible spending account ("FSA") for qualifying Dependant Care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

B. Pension

Eligible members shall be included under the terms of the Massachusetts Municipal Retirement Plan.

C. Tax-Free Annuity

The Committee agrees to allow members to take advantage of the federal law concerning tax-free annuities.

D. Workers' Compensation

Members shall be included under the terms of the Workers' Compensation Act, Massachusetts General Laws Chapter 152. Members shall comply with the District's policies and procedures for the filing and processing of a workers' compensation claim.

ARTICLE IX

WORKING CONDITIONS

A. Personnel Files

1. Personnel files shall be maintained under the following circumstances:
 - a. Any written communication that is to become a part of a member's official file, maintained in the Superintendent's office, will be indicated as such on the communication.
 - b. The member shall have the right to submit a response to the statement. The member's answer shall be included in the file. Prior to inclusion in the file, the member's response shall be initialed and dated by the administrator to whom it is directed.
 - c. Upon written request to the Superintendent, a member shall be given access to his/her file without unreasonable delay.
 - d. Upon receipt of a written request to the Superintendent, the member shall be furnished with a copy of any material in his/her file, subject to payment for such materials according to the policies of the Committee. The first twenty (20) pages shall be provided free of charge.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by any member under the grievance procedure as outline in this Agreement shall not be placed in the member's personnel file.

B. Duty-Free Lunch Period

An unpaid duty-free lunch period of thirty (30) minutes shall be provided to all members.

C. Work Year

It is accepted and acknowledged by the parties that there are no uniform weekly hours for employees. Employees shall work the weekly hours as specified by their appointment. Notwithstanding, the general work year for Paraprofessionals shall mirror the school year, which currently is 181 days for students. The work year for Tutors shall be 182 days. Of the 182 day work year, 181 shall be with students and one (1) day shall be for purposes of preparation.

D. Probationary Status

1. All new employees shall be on a probationary status for one hundred and twenty (120) calendar days.
2. Termination during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

E. Assistance In Assault Cases

So far as is permitted by the General Laws of the Commonwealth currently in force, the Committee shall provide indemnification whenever any employee becomes eligible therefore.

F. Diapering – Paraprofessionals

No Paraprofessional shall be required to perform diapering/toileting tasks unless said tasks are part of said member's job duties as set forth in the job posting. Members employed as of the 2001-2002 school year that do not perform such functions as part of their job duties will not be mandated to do so. At the end of the school year, members with diapering duties shall be given preference for special education and 504 vacancies for the following school year, if qualified for the position.

G. Hepatitis Shots

Hepatitis Shots shall be offered to all members of the bargaining unit on an annual basis. Those members who choose not to participate when the shots are offered by the School Department and who then wish to obtain such inoculation, shall do so through their own physician and submit the claim for payment through their insurance company. In the event that the claim is rejected by the insurance company, a request for reimbursement may be made to the Superintendent's office.

H. Notification of Assignment

The employer will make every effort to notify members in writing of their assignments for the following school year by August 15th. It is understood that changes in student population or the enrollment of new students may result in the need to change members' assignments. In such instances, the employer will notify the affected member and the Federation President in writing.

I. Substituting for Teachers

The Building Principal has the discretion to assign Paraprofessionals to substitute for a classroom teacher. If such assignment extends the member's day, then he/she shall be compensated at the higher of either the hourly rate for substitute teachers or the member's hourly rate.

After substituting for thirty (30) or more consecutive school days in the same teaching assignment, during any one school year, the Paraprofessional shall be paid according to the teachers' wage scale at Bachelor's Degree, Step 1.

J. Notice of Voluntary Resignation

Members accepting appointment for the school year who are assigned to work in special education must provide fifteen (15) school days' notice of resignation in order to provide the Superintendent with sufficient time to hire a replacement.

K. Working Conditions

All employees shall have access to a computer within the building they work with an email address and password.

L. CORI Policy

1. Employees shall be subject to CORI checks consistent with the Amesbury Public Schools CORI Policy.
2. In implementing its CORI Policy, the Committee agrees that the Superintendent and his confidential administrative assistant shall be the individuals responsible for requesting, reviewing and handling CORI information. The Superintendent may allow building principals to review such CORI information in the Superintendent's office, where the Superintendent determines that the principal's review of such information is appropriate.
3. All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth at Paragraph 2.

4. Members shall be required to complete a CORI Request Form prior to the filing of such request by the administration. Use of this form shall serve as the member's notice that the CORI check is being performed. Upon a members' written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.
5. Any discipline action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.

M. Epi-Pen Administration

1. All members shall participate in training provided by Amesbury on the use and administration of an Epi-Pen to students with life threatening allergies. Members who refuse to do so may be disciplined in the following manner: for the first offense, a verbal warning; for the second offense, a written warning, a copy of which shall be included in the member's personnel file; for the third offense, a suspension; for the fourth offense, termination.
2. Members shall cooperate with Amesbury administrators and nursing staff in the health care plan meeting for individual students. Members shall communicate to the nursing staff and building principal any concerns or inabilities on their part to administer an Epi-Pen as part of a student's individual health care plan. In the case of a member's enunciated inability to administer an Epi-Pen, alternative accommodation shall be made within the student's individual health plan for the administration of the Epi-Pen. Members will not be disciplined or penalized due to their inability to administer an Epi-Pen.
3. School nurses are the first line for the provision of health care services in the Amesbury Public Schools.

N. ID Badges

1. Employees shall be required to wear photo identification badges. Said badges shall be worn by employees in a clearly visible manner, promptly upon entering the building and at all school events at which the member is functioning in his/her official capacity.
2. The Committee shall provide two (2) identification badges for each employee. One badge will be provided to the employee and the second badge will be kept in the Building Principal's office and made available to the employee in the event s/he has forgotten, lost or misplaced his/her originally issued badge.

3. Employees shall not be responsible for any costs associated with the original badge or the first replacement badge. The employee shall be responsible for the cost of any additional replacement badge(s).
4. The doctrine of progressive discipline will be followed relative to any violations of this policy.

ARTICLE X

VACANCIES AND TRANSFERS

A. Job Posting and Bidding

When a position covered by this Agreement becomes vacant and the Superintendent and/or Committee decides to fill said position, or any new position covered by this Agreement is created, such vacancy shall be posted in a conspicuous place listing the classification, rate of pay, duties, number of hours per day/week, and the minimum educational and experience requirements of the open position. Positions so posted will be filled with the classification/title posted. This notice of vacancy shall remain posted for five (5) work days. Employees who believe themselves qualified by reason of experience, training, courses taken, certificates held, and general ability shall apply in writing within the five (5) work day period. Unit employees on leave when a vacancy is posted shall be notified of the opening via telephone and electronic mail.

The Superintendent or his/her designee will award the position to the applicant the Superintendent or his/her designee deems to be most qualified. If, in the opinion of the Superintendent or his/her designee, there are equal qualifications among the highest rated applicants, the Superintendent or his/her designee will award the position to the best qualified senior applicant. The Superintendent shall, where appropriate, obtain the recommendation of a school principal prior to making the appointment.

It is mutually agreed between the parties that if no applicant is deemed qualified by the Superintendent or his/her designee, the Superintendent or his/her designee may fill the position from outside the bargaining unit.

B. Transfers

1. Notice of known vacancies shall be posted when they occur.
2. Members shall have the right to request transfer to another grade, subject or school in Amesbury where an opening exists for which he or she is qualified.
3. No appointments shall be made to positions posted as vacant until pending transfer requests for such openings have been considered.

ARTICLE XI

POSITION CHANGE

A Teaching Assistant, Clerical Assistant or Teaching Associate who is a unit member who accepts another non-certified position in the Amesbury Public Schools will be credited with previous service as a unit member where accumulated sick leave, vacation leave and service credits are concerned.

ARTICLE XII

LAYOFF PROCEDURE

- A. Where the School Committee and/or Superintendent determine that a reduction in force is to occur, the Superintendent shall first seek volunteers.
- B. If a reduction in a department and/or classification results in the layoff of an employee, the employee with the least seniority in the classification, e.g. clerical assistant, teaching assistant, teaching associate, within the affected department, e.g. Elementary, Early Childhood, SPED, or tutor with the least seniority in the department e.g., SPED Tutor or General Tutor, and/or classification, shall be laid off, provided that the following factors, when applied to a more senior employee, in the department and/or classification, are at least equal to the employee to be laid off:
 - 1. Professional performance based upon written evaluations within the three (3) year period prior to layoff.
 - 2. Current educational needs of the system based upon an employee's ability to provide a specialized service of a professional nature.
 - 3. Professional Development (including courses taken at colleges and graduate level; in-service and outside courses; committee and curriculum work; membership and participation in professional organizations and societies; writing for publication).
- C. Laid off employees can bump less senior employees in inverse order of seniority in another department and/or classification of the bargaining unit, (for Tutors – e.g., SPED Tutor or General Tutor) if, in the opinion of the Superintendent, the bumping employee has the qualifications to perform the job of the employee to be bumped.
- D. Seniority is as defined in Article I, B (3).
- E. Employees who have been laid off shall be entitled to be recalled to their former department and/or classification for a period of two (2) years from the effective date of their layoff. During the recall period, employees who have been laid off shall be notified of any openings in the former department and/or classification

and offered employment on a last-out, first-in basis. During the recall period, employees who have been laid off and who hold appropriate Department of Education certification shall be given preference on the substitute teacher list after the list of laid off teachers with substitute preference rights has been exhausted, in the following order: first, all laid off tutors; and, then, all laid off paraprofessionals (in no particular order).

- F. Recall notices will be sent to laid off employees by registered return receipt mail to their last address of record, with copies being sent to the Federation. A recalled employee shall have seven (7) days after receipt of the recall notice to accept that position. An employee who accepts recall may, upon request, be given an additional two (2) weeks to return to work if required to provide notice to his/her then current employer. If the employee either rejects the recall offer or fails to respond to the recall notice, the employee's name shall be bypassed on the recall list and the position shall be offered to the next person, if any, on the recall list. An employee who rejects a recall offer or fails to respond to a recall notice for the second time shall be removed from the recall list and all rights of recall shall terminate.
- G. To the extent permitted by law, employees shall be allowed to maintain insurance coverage by paying the full premium to the City during the recall period.
- H. A list specifying the seniority of each member of the bargaining unit and any changes in the list of specialized positions shall be prepared by the Committee and forwarded to the President of the Federation and the Federation Chair within thirty (30) days following the execution of this Agreement. Updated lists shall be supplied by the Committee annually thereafter. Any list submitted by the Committee will become final at the end of thirty (30) days following submission to the Federation, and will not thereafter be subject to grievance or arbitration.
- I. In the event a bargaining unit member has their hours reduced to below twenty (20), that assistant/clerical worker/associate/tutor may bump the assistant/clerical worker/associate/tutor who works 20 hours or more with the least amount of seniority.

ARTICLE XIII

HANDLING OF NEW ISSUES

- A. Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:
 - 1. By the Committee:

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees that it will make no changes without prior notice and, where required by applicable state and/or federal law, negotiation with the Federation.

2. By the Federation:

The Union may raise issues with the Committee for consultation and negotiation except that the Union shall not renew or seek to renew any question, proposal or issue introduced, debated, settled, either negatively or affirmatively, or withdrawn, during the bargaining of this Agreement.

B. Being a mutual agreement, this instrument may be amended at any time by mutual written consent.

ARTICLE XIV

SAVING CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XV

DURATION

A. This Agreement shall be effective as of September 1, 2012, and shall continue in full force and effect until August 31, 2015.

B. The parties agree that no later than January 31, 2015 they will enter into negotiations for a successor Agreement to become effective September 1, 2015.

IN WITNESS WHEREOF the parties of this Contract have caused these presents to be executed by their agent hereunto duly authorized, and their seals to be affixed hereto, on the date first above written.

AMESBURY SCHOOL COMMITTEE

AMESBURY PARAPROFESSIONALS AND TUTORS, AFT AMESBURY, LOCAL 1033, AFT MASSACHUSETTS, AFL- CIO

by: _____
Its Chairman

by: _____
Its President

Effective September 1, 2012 at 12:01 a.m.
(New Salary Schedule)

Steps	Paraprofessionals			Tutors
	High School Diploma or GED	2-Year Degree in Education or 4-Year Degree in Other Field	4-Year Degree in Education	
1	\$12.14	\$18.35	\$20.22	\$20.22
2	\$12.74	\$20.29	\$21.97	\$21.97
3	\$13.29	\$22.09	\$23.29	\$23.29
4	\$13.90	\$22.75	\$23.99	\$23.99

Effective September 1, 2012 at 12:02 a.m.
(1% increase)

Steps	Paraprofessionals			Tutors
	High School Diploma or GED	2-Year Degree in Education or 4-Year Degree in Other Field	4-Year Degree in Education	
1	\$12.26	\$18.53	\$20.42	\$20.42
2	\$12.87	\$20.49	\$22.19	\$22.19
3	\$13.42	\$22.31	\$23.52	\$23.52
4	\$14.04	\$22.98	\$24.23	\$24.23

Effective September 1, 2013
(2.5% increase)

Steps	Paraprofessionals			Tutors
	High School Diploma or GED	2-Year Degree in Education or 4-Year Degree in Other Field	4-Year Degree in Education	
1	\$12.57	\$19.00	\$20.93	\$20.93
2	\$13.19	\$21.01	\$22.74	\$22.74
3	\$13.76	\$22.87	\$24.11	\$24.11
4	\$14.39	\$23.55	\$24.84	\$24.84

Effective September 1, 2014
(2.5% increase)

Steps	Paraprofessionals			Tutors
	High School Diploma or GED	2-Year Degree in Education or 4-Year Degree in Other Field	4-Year Degree in Education	
1	\$12.88	\$19.47	\$21.46	\$21.46
2	\$13.52	\$21.53	\$23.31	\$23.31
3	\$14.10	\$23.44	\$24.71	\$24.71
4	\$14.75	\$24.14	\$25.46	\$25.46

1. Bargaining Unit Members who have worked at least 91 days (one-half of the school year) the prior school year will move up a step the following September.
2. An employee who possesses only a High School Diploma or equivalent shall qualify for the hourly rate of pay specified in the “High School Diploma or GED” column.
3. An employee who possesses a minimum of 2-Year Degree in the field of Education or an employee who possesses a minimum of a 4-Year Degree in another field of study shall qualify for the hourly rate of pay specified in the “2-Year Degree in Education or 4-Year Degree in Other Field” column.
4. An employee who possesses a minimum of a 4-Year Degree in the field of Education shall qualify for the hourly rate of pay specified in the “4-Year Degree in Education” column.
5. Effective September 1, 2012, any member who holds a position as a Clerical Assistant, Teacher Assistant or Teacher Associate shall have their title changed to “Paraprofessional,” with no loss in pay or benefits. The Collective Bargaining Agreement shall be amended to change all references to Clerical Assistant, Teacher Assistant, and Teacher Associate to Paraprofessional wherever it appears.
6. Effective September 1, 2012 any member who currently holds the position of Tutor will be red-circled and shall continue to receive their current hourly rate of pay. Any Tutor whose current hourly rate of pay is less than Step 4 in the Tutor scale found in Appendix A shall continue with the normal step progression specified in paragraph 3 above. All Tutors shall continue to receive any annual percentage increase negotiated by the parties. In addition, such member(s) shall continue to be eligible to receive all benefits of the contract applicable to “Tutors.” However, any future vacancies shall be posted as Paraprofessional positions and no current Paraprofessional employee or future hire shall be eligible to move laterally or otherwise be placed into the “Tutors” column.

CONTRACT
BETWEEN THE
AMESBURY SCHOOL COMMITTEE
AND
AFT AMESBURY
AFT MASSACHUSETTS
AFT
AFL-CIO
FACILITIES AND MAINTENANCE UNIT
JULY 1, 2012 – JUNE 30, 2015

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This Agreement is made and entered into, effective July 1, 2012 by and between the School Committee of the City of Amesbury, (hereinafter referred to as the "Committee"), and the AFT Amesbury, Local 1033, AFT Massachusetts, AFL-CIO (hereinafter referred to as the "Federation").

**ARTICLE I
RECOGNITION & DEFINITIONS**

A. Union Recognition

The Amesbury School Committee ("Committee") recognizes the AFT Amesbury, AFT Massachusetts, AFL-CIO (hereinafter "Union"), as the exclusive bargaining representative for multi-purpose facility technicians ("MPFTs") and maintenance workers in the Amesbury School Department in the unit as defined by the Massachusetts Labor Relations Commission in case no. MCR-4490 as follows:

"All full-time and regular part-time employees working as custodians and maintenance workers in the Amesbury Public Schools, excluding all Unit B employees, confidential and managerial employees, and all other school employees."

B. Definitions

1. The School Committee shall prepare a seniority list that indicates the date on which all the members of the bargaining unit were hired.
2. The Federation shall be supplied with the list which shall be kept current.

**ARTICLE II
COMPENSATION**

A. Basic Salary Schedule

The salaries of the members of the facilities and maintenance bargaining unit are set forth in Appendix A which is attached to and made part of this Agreement.

B. Time Sheets

Members shall be required to submit a bi-weekly time sheet showing hours worked. Multi-Purpose Facility Technicians shall submit said time sheets to the building principal's secretary and Maintenance employees shall submit them to the Facilities Director.

C. Method and Time of Salary Payment

Salaries of multi-purpose facility technicians and maintenance employees shall be paid in twenty-six (26) installments. If a multi-purpose facility technician or maintenance employee leaves or dies, he/she or his/her estate shall be entitled to any compensation earned, but not yet paid to the employee.

D. Step Increases

All step increases shall occur on July 1st of each year. In the case of those employees seeking to advance from step one to step two, they must have completed at least six months of employment by July 1st in order to be eligible for step advancement. If the employee is ineligible for initial step advancement due to not having met the six month employment requirement on July 1st, the employee shall be eligible for his/her initial step advancement on the following July 1st. In all other cases, all step advancements subsequent to the first advancement shall take place on the July 1st following the prior step advancement.

E. Retirement Provision

In recognition of dedicated service, a multi-purpose facility technician or maintenance worker who has worked for twenty (20) consecutive years in the Amesbury School System (or the City of Amesbury serving under the Retirement Act) or who has attained the age of 62 and has worked for ten (10) consecutive years in the Amesbury School System may obtain an increase in compensation in the final year of working by following these procedures. The hourly rate of pay to be used for these calculations shall be \$10.00 per hour.

1. Eligible employees who desire participation will notify the superintendent by December 1 of the school year preceding the school year in which they intend to retire under the Municipal Retirement Act. At the conclusion of the final year of working, all accumulated sick leave shall be eliminated and in lieu thereof the employee shall receive a lump sum payment in the amount of seventy-five percent (75%) of the current substitute pay per day for each sick day surrendered if that employee has averaged less than four (4) days of sick leave per year for each year of working in Amesbury, and fifty percent (50%) of the current substitute rate for each day surrendered for employees who have averaged four (4) or more days of sick leave per year of work in Amesbury. The maximum value of this benefit shall not exceed \$8,500.00.
2. It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the employee giving such notice shall be required to retire during the calendar year in which the notice of intent to retire is given.

F. Service Credits

\$1,200	10-14 years	Completed MPFT and maintenance experience in Amesbury
\$1,500	15-19 years	Completed MPFT and maintenance experience in Amesbury
\$1,700	20+ years	Completed MPFT and maintenance experience in Amesbury

G. Unused Sick Leave Credit

1. The Committee shall pay \$100.00 to members of the bargaining unit if they are absent three (3) days or less during the previous fiscal year.
2. Payment shall be made within the first month of the school year immediately following the fiscal year in which the employee had the low absence record.

**ARTICLE III
FRINGE BENEFITS**

A. Health and Life Insurance

The group life and accidental death and dismemberment insurance plan and the group blanket insurance for hospital, surgical, and medical benefits plan initiated and carried by the City of Amesbury under authority of Chapter 32B of the General Laws shall be granted to unit employees.

The City of Amesbury shall continue to pay on behalf of unit employees that part of the premium of the group blanket insurance for hospital, surgical, and medical benefits and group life and accidental death and dismemberment insurance that it does for all City employees.

1. Contribution Rates

The Committee shall pay 75% of the cost of the plan the employee shall pay 25% of such cost.

2. Flexible Spending Account

The Committee will offer members a flexible spending account (“FSA”) for health care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

The City will offer members a flexible spending account (“FSA”) for qualifying Dependant Care costs. Subject to applicable IRS laws and regulations, the annual cap for such Health Care FSA will be \$5,000.00. The District will pay for the administration of this program.

B. Pension

Multi-purpose facility technicians and maintenance employees shall be included under the terms of the Massachusetts Municipal Retirement Plan.

C. Tax-Free Annuity

The Committee agrees to allow multi-purpose facility technicians and maintenance employees to take advantage of the federal law concerning tax-free annuities.

D. Workers’ Compensation

Multi-purpose facility technicians and maintenance employees shall be included under the terms of the Workers’ Compensation Act, General Laws of the Commonwealth, Chapter 152. Members shall comply with the District’s policies and procedures for the filing and processing of a worker’s compensation claim. Employees at their option may use their sick days on a pro rata basis to make up the difference between the workers’ compensation and their wages.

**ARTICLE IV
WORKING CONDITIONS**

A. Personnel Files

1. Multi-purpose facility technician and maintenance files shall be maintained under the following circumstances:
 - a. Any written communication that is to become a part of a multi-purpose facility technician or maintenance employee’s official file, maintained in the Superintendent’s office, will be indicated as such on the communication.
 - b. The employee shall have the right to submit a response to the statement. The employee’s answer shall be included in the file. Prior to inclusion in the file, the employee’s response shall be initialed and dated by the administrator to whom it is directed.
 - c. Upon written request to the superintendent, an e employee shall be given access to his/her file without unreasonable delay.

- d. Upon receipt of a written request to the superintendent, the employee shall be furnished a reproduction of any material in his/her file, subject to payment of such materials according to the policies of the Committee. The first twenty pages shall be provided free of charge.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by any multi-purpose facility technician or maintenance employee under the grievance procedure as outlined in the collective bargaining agreement shall not be placed in the personnel file of the employee.

B. CORI Policy

1. Employees shall be subject to CORI checks consistent with the Amesbury Public Schools CORI Policy.
2. In implementing its CORI Policy, the Committee agrees that the Superintendent and his confidential administrative assistant shall be the individuals responsible for requesting, reviewing and handling CORI information. The Superintendent may allow building principals to review such CORI information in the Superintendent's office, where the Superintendent determines that the principal's review of such information is appropriate.
3. All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth at Paragraph 2.
4. Members shall be required to complete a CORI Request Form prior to the filing of such request by the administration. Use of this form shall serve as the member's notice that the CORI check is being performed. Upon a members' written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.
5. Any discipline action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.

C. Epi-Pen Administration

1. All members shall participate in training provided by Amesbury on the use and administration of an Epi-Pen to students with life threatening

allergies. Members who refuse to do so may be disciplined in the following manner: for the first offense, a verbal warning; for the second offense, a written warning, a copy of which shall be included in the member's personnel file; for the third offense, a suspension; for the fourth offense, termination.

2. Members shall cooperate with Amesbury administrators and nursing staff in the health care plan meeting for individual students. Members shall communicate to the nursing staff and building principal any concerns or inabilities on their part to administer an Epi-Pen as part of a student's individual health care plan. In the case of a member's enunciated inability to administer an Epi-Pen, alternative accommodation shall be made within the student's individual health plan for the administration of the Epi-Pen. Members will not be disciplined or penalized due to their inability to administer an Epi-Pen.
3. School nurses are the first line for the provision of health care services in the Amesbury Public Schools.

D. ID Badges

1. Employees shall be required to wear photo identification badges. Said badges shall be worn by employees in a clearly visible manner, promptly upon entering the building and at all school events at which the member is functioning in his/her official capacity.
2. The Committee shall provide two (2) identification badges for each employee. One badge will be provided to the employee and the second badge will be kept in the Building Principal's office and made available to the employee in the event s/he has forgotten, lost or misplaced his/her originally issued badge.
3. Employees shall not be responsible for any costs associated with the original badge or the first replacement badge. The employee shall be responsible for the cost of any additional replacement badge(s).
4. The doctrine of progressive discipline will be followed relative to any violations of this policy.

ARTICLE V TRANSFERS

A. Job Posting and Bidding

When a position covered by this Agreement becomes vacant, or any new position covered by this Agreement is created, such vacancy shall be posted in a common area and the boiler room of each building. The notice of vacancy which is posted shall include the rate of pay, number of hours worked per week, work location, duties and qualifications for the position, and shall remain posted for five (5) work days. Employees interested shall apply in writing within the five (5) work day period. Unit employees on leave when a vacancy is posted shall be notified of the opening via telephone and electronic mail.

The superintendent or his designee will award the position to the applicant the superintendent or his designee deems to be most qualified. If, in the opinion of the superintendent or his designee, there are equal qualifications among the highest rated applicants, the superintendent or his designee will award the position to the best qualified senior applicant. The superintendent shall, where appropriate, obtain the recommendation of the school principal prior to making the appointment.

It is mutually agreed between the parties that if no applicant is deemed qualified by the superintendent or his designee, the superintendent or his designee may fill the position from outside the bargaining unit.

B. Transfers

1. Multi-purpose facility technicians and maintenance employees may request transfer to a vacant position located at another school or location in Amesbury which has been posted in accordance with Section A.
2. The decision to grant a transfer request shall be within the sole discretion of the Superintendent and/or Principal, with the recommendation of the Facilities Director. In considering a transfer request, the needs of the system, the needs of the particular building or site, and the employee's performance record and qualifications may be considered. No appointments from outside the unit shall be made to positions posted as vacant until pending transfer requests for such openings have been considered.

C. Probationary Period

New hires shall be subject to a probationary period of ninety (90) calendar days, during which time the employee shall be considered to be at-will. The

termination of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VI LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall be entitled to fifteen (15) days of sick leave for each year of employment to be accumulated at the rate of 1.25 days per month.

Days of sick leave not used by an employee may be accumulated to a maximum of 150 days.

2. An employee shall be entitled to up to five (5) days of sick leave each year in case of emergency, illness or injury in the immediate family which requires a custodian and maintenance employee to care for or to make arrangements for necessary medical or nursing care. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law. The five days shall be chargeable to the custodian's/maintenance employee's sick leave total and these days are not in addition to the fifteen (15) sick days accumulated each year.
3. Any multi-purpose facility technician and maintenance employee in the Amesbury School Department excluded or removed from employment on account of Tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as he/she may be entitled to under the regulations of the Committee in accordance with Chapter 71, Section 55B, of the General Laws pertaining to education.
4. Sick leave will be granted for a period specifically limited to the actual period of the employee's disability caused or contributed to by medical, surgical or obstetrical conditions.
 - a. Medical and/or other relevant evidence of disability shall be provided by the individual seeking sick leave of more than five (5) days – unless there is cause – if requested to do so by the superintendent.
5. Information on sick leave for each multi-purpose facility technician and maintenance employee shall be sent on written request. The information shall be transmitted in a sealed envelope.

6. Notwithstanding any prior provision of this Agreement, for any multi-purpose facility technician/maintenance employee absent for five consecutive school days or where sick leave abuse is suspected, the superintendent or building principal or Facilities Director shall have the right to request a state-certified physician's certificate of illness and fitness to return to work from the employee.

B. Sick Leave Bank

It is the parties' intent to establish and administer a Sick Leave Bank for the members of the Multi-Purpose Facility Technicians and Maintenance Workers bargaining unit represented by AFT Massachusetts, and to pool a portion of the sick leave allowances granted under this agreement to provide for continued payment of employees with catastrophic or prolonged illnesses or injury.

11. A Sick Leave Bank shall be established effective September 1, 2012.
12. Participation in the Sick Leave Bank shall be voluntary. Any employee wishing to participate in the bank must, if eligible, agree to maintain short-term/long-term disability insurance coverage as a condition for entry into and participation in the bank. No employee shall be allowed to draw days from the Sick Leave Bank until after the one (1) year anniversary of their entry into the bank.
13. Any employee who wishes to participate in the Sick Leave Bank must elect to do so in writing on a form agreed to by the parties, and by no later than September 30th of each year or within two (2) weeks of their date of hire. The election by an employee to participate in the bank shall remain in force for the duration of the school year, and then from year to year unless it is revoked in writing on a form agreed to by the parties no later than September 30th of each year.
14. With the establishment of the Sick Leave Bank, and upon entry into the bank employees who elect to participate shall be required to contribute ~~two~~ two (2) days of their accrued sick leave to the bank. In the event applying the terms of this paragraph would cause the bank to remain below the minimum specified in paragraph 5, the provisions of this paragraph may be reapplied. In the event applying the terms of this paragraph would cause the bank to exceed the maximum specified in paragraph 5, the provisions of this paragraph shall not be applied.
15. The Sick Leave Bank shall at all times maintain a minimum of twenty-five (25) days in reserve. If the number of days falls below the minimum then each employee will contribute one (1) additional day. However, the total number of sick leave days in reserve shall not exceed a maximum one hundred (100) days.

16. A Sick Leave Bank Committee to consider eligibility for an employee to draw upon the Sick Leave Bank shall be established. This committee shall consist of four (4) members including two (2) members appointed by the Federation, and two (2) members of the School Committee appointed by the Chair of the School Committee. In the event a vote of the Sick Leave Bank Committee results in a tie when considering eligibility of an employee to draw upon the Sick Leave Bank, the Superintendent of Schools shall break the tie by applying the provisions of Section 7 below. All decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.
17. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an employee to draw from the Sick Leave Bank, and in determining the amount of leave:
 - a. An employee must submit written medical evidence, i.e. a medical doctor's note, indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness or injury, and the date the employee may expect to return to work.
 - b. An employee must have exhausted all accrued days of paid leave in their employee benefits, including but not limited to accrued ~~sick~~ sick, personal, and vacation time.
 - c. If an employee is eligible, they must produce documentation showing that they are maintaining short-term/long-term disability insurance coverage. If an employee is not eligible, they must produce documentation showing that they have applied for and been denied short-term/long-term disability coverage.
 - d. An employee's prior utilization of his/her sick leave.
 - e. An employee's prior requests for and use of sick leave drawn from the Sick Leave Bank.
18. No days may be granted from the Sick Leave Bank for any reason other than that due to prolonged illness or injury. Days may not be granted for the normal or usual illness due to pregnancy, childbirth, or the recuperation there from, except when accompanied by a medical doctor's note that said employee could not perform the duties appropriate to his/her position because of unusual or abnormal complications occurred during such illness.
19. Upon compliance with SECTION 6 by an employee, the Sick Leave Bank Committee shall issue a grant of days from the Sick Leave Bank reserves.

The initial grant shall be no less than five (5) days and no more than thirty (30) days.

20. In the event an employee needs additional days then SECTIONS 7, 8, and 9 may be reapplied, up to a total of ninety (90) days per illness.

C. Funeral Leave

1. Five (5) days maximum funeral leave shall be granted to members upon the death of anyone in the immediate family or anyone residing in the same household with the member. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law.
2. Funeral leave of one day shall be allowed on the death of grandparents, grandchild, aunt, uncle, niece, nephew, or in-laws other than those set forth above.

D. General Leave

1. Leaves of absence, without pay, may be granted on account of prolonged illness, needed rest, child-rearing necessities of the home and allied reasons; or they may be granted for the purpose of professional improvement.
 - a. General leaves of absence shall be granted for no more than all or part of one school year. A general leave that begins after the start of a school year may be extended through the following school year upon approval of the Facilities Director, principal and the superintendent.
 - b. The salary status of a multi-purpose facility technician or maintenance employee on leave of absence without pay remains unchanged during the period of leave. No increments will be given for the year of absence.
2. Time off, without loss of pay, shall be granted for the observation of any required religious holiday for those multi-purpose facility technician and maintenance employees who adhere to said religious faith.

E. Personal Leave

1. Multi-purpose facility technicians and maintenance employees shall be granted three (3) days of personal leave annually to be used for personal affairs that cannot be conducted during non-school hours. Such leave may not be accumulated.

2. Whenever possible, employees shall give at least forty-eight (48) hours notice of such absence due to personal reasons on a form supplied by the superintendent's office.
3. Personal leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the superintendent or his designee.

F. Jury Duty

An employee summonsed to serve on jury duty or to appear in court as a witness must notify his/her immediate supervisor upon receipt of the summons. For Commonwealth of Massachusetts judicial proceedings, an employee who is summoned to jury duty or to appear in court as a witness shall receive their full daily rate of pay for the first three (3) days of juror or witness service. If required to serve beyond three (3) days, the employee will be paid his/her full daily rate of pay for a period of up to four (4) additional days, however any payment or fees received by the employee from the courts (other than expenses) must be turned over to the District. A copy of the check must be given to Business Office. If serving in another state, the state law concerning jury/witness duty will guide the rate of pay requirements for that employee's jury/witness duty and the employee will continue to receive full pay up to a maximum period of seven (7) days per year.

Employees shall be required to submit ~~evident~~ evidence of jury/witness duty service to the Amesbury Public School Business Office.

On any day or half-day that an employee is not required to serve, he/she will be expected to report to work.

ARTICLE VII GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Union that there has been a violation, misinterpretation, or unfair or unjust application of any of the provisions of this Agreement.
2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.

3. The Union may initiate and process grievances under the following procedure, acting in place of the employee.
- B. Adjustment of Grievances
1. Level 1 – Facilities Director
 - a. An employee may present a grievance in writing to the Facilities Director within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his complaint, unless the grievant has a valid excuse for later filing.
 - b. The employee and the Facilities Director shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Union representative; but where the employee is represented, she/he must be present. Whenever a grievance is presented to the Facilities Director by the employee personally, the Facilities Director shall give the Union representative the opportunity to be present and state the views of the Union.
 - c. The Facilities Director shall communicate his/her decision in writing to the aggrieved employee and to the Union representative who participated within five (5) school days after receiving the complaint, unless the Facilities Director has a valid excuse for later filing.
 2. Level 2 – Superintendent of Schools
 - a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the superintendent of schools or his designee within ten (10) days after the decision of the Facilities Director has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 1.
 - b. The superintendent of schools or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Union representative shall be given at least five (5) days notice of the conference and an opportunity to be heard.

- c. Notice of the conference shall also be given to the principal/supervisor who may be present at the conference and present her/his views.
- d. When the employee is not represented by the Union at this level, the superintendent of schools or his designee shall furnish the Union with a copy of the appeal from Level 1 together with notice of the date of the conference. In such cases, the Union may be present and state its views.
- e. The superintendent or his designee shall communicate his/her decision in writing together with the supporting reasons, to the aggrieved employee, and to any Union representatives who participated at this level within fifteen (15) days after receiving the appeal, unless the superintendent has a valid reason for later filing.
- f. The principal of the school/supervisor shall also receive a copy of any decision at this level.

3. Level 3 – School Committee

- a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decision at Level 2 to the school committee within ten (10) school days after the decision of the superintendent of schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.
- b. The Committee shall meet with the aggrieved employee with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Union representative shall be given at least five (5) days notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the superintendent and principal who may be present at the conference to state their views.
- d. When the employee is not represented by the Union at this level, the Committee shall furnish the Union with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views.
- e. The Committee shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and to any

Union representatives who participated at this level within fifteen (15) days after receiving the appeal.

- f. The superintendent and the principal shall also receive a copy of any decision at this level.

4. Special Procedures for Grievances Relating to Salary and Leave Matters

- a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, or that the person's absence was improperly calculated shall be filed directly with the superintendent of schools or his designee. In such cases, the provisions of the general procedures shall apply to the presentation and adjustment of the grievance that:

- 1. The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for late filing.

The provisions of the general procedures relating to Level 3 shall apply to any appeal to the Committee from the decision of the superintendent of schools.

5. Time Limits

The time limits in the Article may be altered only by mutual agreement of the parties in writing.

6. Adjustment of Grievance

Informal adjustments to grievances may be made by the employee and the Facilities Director, if the Union and the Committee approve.

**ARTICLE VIII
ARBITRATION**

A. A grievance dispute which was not resolved at the level of the Committee under the Grievance Procedure may be submitted by the Union to arbitration. The proceeding may be initiated by notifying the Committee and the American Arbitration Association of a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Committee under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

- B. 1. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
- 2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the Committee and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- C. The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring, or continue, and that it will not represent any employee in any grievance denied by the decision of an arbitrator.

**ARTICLE IX
UNION PRIVILEGES AND RESPONSIBILITIES**

A. Fair Practices

As sole Collective Bargaining Agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, age, sexual orientation, marital status, or participation in or association with the activities of any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, gender, age, sexual orientation, marital status, or participation in or association with the activities of any employee association.

B. Dues Check-Off

The Union may secure authorization for payroll deduction for Union dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Amesbury to submit such sums to the Union Treasurer no later than ten (10) days after such deduction is made. Dues deduction will be standard monthly for all members.

C. Allowed Time for Union Negotiations

1. The principal and the Facilities Director shall recognize the Union building representatives of the Union in the school.
2. The superintendent, or his/her designee, will meet with a committee of the Union, if requested to do so, with adequate notice. Such meetings will take place at a time mutually agreeable to both parties.

D. Bulletin Boards

The Union shall be provided a bulletin board or space on any existing bulletin boards in each school and other work locations for the posting of notices and other materials and shall be responsible for the maintenance of its materials.

E. Union Meetings

The authorized representative of the Union shall have the right to schedule Union meetings in the building before or after regular class hours.

F. Protection of Individual and Group Rights

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives from meeting with any employee for mutual expression of the employee's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation and negotiation with the Union. Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate supervisor or processing a grievance on his/her own behalf in accordance with the Grievance Procedure, heretofore set forth in Articles VII and VIII.

G. Information

The Committee shall make available to the Union, upon its reasonable request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

The Union shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

H. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by City, state, or federal law, rule, or regulation.

I. Printing of the Agreement

The Committee and the Union agree to share equally the cost of reproducing the Agreement and in sufficient quantity to distribute a copy to each member of the bargaining unit employed by the Committee and to each member of the Committee and administration and additional copies as requested by the Union and Committee.

**ARTICLE X
MANAGEMENT RIGHTS**

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Under the laws of Massachusetts, the Committee elected by the citizens of Amesbury is charged with the responsibility for the quality of education of the Amesbury Public School system. It is acknowledged that the Committee has final responsibility for establishing the educational policies of the public schools of Amesbury, for the management of said schools and for directing their operation – a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interests of the City of Amesbury. It is further acknowledged that the superintendent of schools of Amesbury has the responsibility for carrying out the policies so established.

**ARTICLE XI
SAVING CLAUSE**

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XII
LAYOFF PROCEDURE**

A. 1. If a reduction in a department and/or classification, e.g., maintenance

skilled worker, or multi-purpose facilities technician, results in the layoff of an employee with the least seniority in the department and/or classification shall be laid off, provided that the following factor, when applied to a more senior employee, in the department and/or classification, is at least equal to the employee to be laid off:

- a. Performance based upon written evaluations within the three (3) year period prior to layoff.
 2. Laid off employees can bump less senior employees in inverse order of seniority in another department and/or classification of the bargaining unit, provided the bumping employee has the qualifications to perform the job of the employee to be bumped.
 3. The word “qualification” as used in this Agreement means the ability to satisfactorily perform the job in question after receiving only such instructions as are necessary to become familiarized with the duties, procedures and requirements of the job, and to meet the average standards of quality and quantity established for that particular job without any further training or experience.
- B. Seniority is the length of continuous service in a position of multi-purpose facility technician and/or maintenance worker in the Amesbury Public Schools, including time spent on paid leaves of absence authorized under this Agreement. Employees who have transferred to other departments and/or classifications shall maintain their overall seniority. Unpaid leaves of absence of one year or more shall not count in the computation of seniority but will not constitute a break in continuous employment.
- C. Multi-purpose facility technicians and maintenance employees who have been laid off shall be entitled to recall to their former department and/or classification for a period of two years from the effective date of their layoff. During the recall period, multi-purpose facility technicians and maintenance employees who have been laid off shall be notified of any openings in the former department and/or classification and offered employment on a last-out first-in basis. During the recall period, employees who have been laid off shall be given preference on the substitute list.
- D. Recall notices will be sent to laid off employees by registered return receipt mail to their last address of record, with copies being sent to the Union. A recalled employee shall have seven (7) days after receipt of the recall notice to accept that position. An employee who accepts recall may, upon request, be given an additional two (2) weeks to return to work if required to provide notice to his or her then current employer. If the employee either rejects the recall offer or fails to respond to the recall notice, the employee’s name shall be bypassed on the recall list and the position shall be offered to the next person, if any, on the recall list.

An employee who rejects a recall offer or fails to respond to a recall notice for the second time shall be removed from the recall list and all rights of recall shall terminate.

- E. To the extent permitted by law, employees shall be allowed to maintain insurance coverage by paying the full premium to the City during the recall period.
- F. A list specifying the seniority of each member of the bargaining unit and any changes in the list of specialized positions shall be prepared by the Committee and forwarded to the President of the Union and Union Chair within thirty (30) days following the execution of this Agreement. Updated lists shall be supplied by the Committee annually thereafter. Any list submitted by the Committee will become final at the end of thirty (30) days following submission to the Union, and will not thereafter be subject to grievance or arbitration.

ARTICLE XIII WORKING CONDITIONS

A. Work Week

The normal hours of work for multi-purpose facility technicians shall be eight hours per day, five consecutive days, Monday through Friday, inclusive, between the hours of 6:00 a.m. and 6:00 p.m., and 2:00 p.m. through 11:30 p.m. with one-half hour for lunch.

The normal hours of work for maintenance personnel shall be eight hours per day, five consecutive days, Monday through Friday, inclusive, from 7:00 a.m. to 4:00 p.m. with one hour for lunch. With one week's notice to the employee, the superintendent of schools have the option to change working hours between the hours of 6:00 a.m. and 6:00 p.m. if in the interest of the school department.

During vacation periods the five consecutive days will be worked between 7:00 a.m. and 6:00 p.m.

B. Overtime

1. Except for a ten minute leeway period after the ending of a shift, all time worked in excess of eight hours in any one day or forty hours in any one regularly scheduled five-day work week shall be paid at time and one half.
2. All employees called back to work for emergencies shall be paid at least two hours at time and one half.
3. Available overtime shall be distributed first by seeking volunteers as follows:

- a. Multi-purpose facility technicians assigned to the building where the overtime is to be performed shall be offered the work on the basis of a rotating seniority list. Once that list has been exhausted, then
 - b. such overtime work shall be offered to maintenance employees on the basis of a rotating seniority list. Once that list has been exhausted, then
 - c. such overtime work shall be offered to the other multi-purpose facility technicians in the system on the basis of a rotating seniority list.
4. In the event that there are insufficient volunteers to fill overtime assignments, then a substitute from outside the unit may be assigned by management.

C. Miscellaneous

Second shift multi-purpose facility technicians shall receive \$750.00 in addition to their base salaries.

All employees required to work with hazardous materials shall receive adequate training.

Multi-purpose facility technicians shall not be required to pick up or deliver mail in their personal vehicles.

D. Vacations

All regular full-time employees shall be entitled to vacation time with pay. The vacation period for multi-purpose facility technicians shall be from July 1 to the third week in August. Vacations may, however, be taken during vacation periods during the school year with the approval of the building principal or his/her designee and the Director of Facilities and Maintenance.

Vacations shall be granted under the following procedures:

1. Vacations shall be scheduled in advance. Employees shall provide no less than two (2) calendar weeks advance notice for all requests to schedule vacation time. Where such notice is provided, response shall be given within seven (7) calendar days. If the request is not responded to within the required seven (7) day period, it shall mean the request has been approved and the member may take his/her requested vacation time.
2. Vacations shall be subject to the needs of the school system.

3. Vacations shall be subject to the approval of the administration.
4. Entitlement
 - a. Employees who have completed one year and up to and including the third year of service shall be granted ten (10) days vacation time.
 - b. Employees who have completed three years up to and including the tenth year shall be granted fifteen (15) vacation days.
 - c. Beginning with the eleventh year of service, employees will be granted twenty (20) days of vacation.

Regular part-time employees shall receive vacation pay on a pro rata basis.

5. Vacation days must be used within the year granted and may not be carried over from fiscal year to fiscal year. Employees may “buy back” up to five (5) unused vacation days each fiscal year, so long as the employee provides notice to the Business Office by June 1 of his/her request to do so.

E. Holidays

The following shall be paid holidays and all full-time employees shall be paid eight hours straight time pay:

New Year’s Day	Columbus Day
Martin Luther King Day	Veteran’s Day
President’s Day	Thanksgiving Day
Patriot’s Day	Day after Thanksgiving
Memorial Day	Christmas Day
Good Friday, if granted under teacher contract	½ day before Christmas
Independence Day	and New Years, if holidays
Labor Day	occur between Tuesday and
	Saturday, inclusive

F. Assistance In Assault Cases

So far as permitted by General Laws of the Commonwealth currently in force, the Committee shall provide indemnification whenever any multi-purpose facility technician or maintenance employee shall become eligible therefore.

G. Paid Work Breaks

All bargaining unit members who work a regular eight and one-half (8 ½) hour shift are entitled to two (2) paid fifteen (15) minute breaks as follows:

Day bargaining unit members will take one (1) break between 9:00 a.m. and 10:00 a.m. The second break will be taken between 1:30 p.m. and 2:30 p.m.

Evening bargaining unit members will take one (1) break between 4:30 p.m. and 5:30 p.m. The second break will be taken between 8:30 p.m. and 9:30 p.m.

These breaks may not be included as part of the meal break and may not be taken at the beginning or end of the shift.

**ARTICLE XIV
THIRD SHIFT**

Bargaining Unit Employees shall be assigned and expected to work on Saturdays and Sundays when there is a community group or other group utilizing school department facilities. Weekend work schedules, including the determination that weekend work is required, shall be determined by the principal and the Facilities Director based upon the activity that is scheduled for the building. The employee assigned to work shall be paid up to eight hours at overtime rate, except that on days of inclement weather, when they shall be paid up to ten hours at overtime rate. During the hours worked, the employee shall assist the community or other group, as well as perform work within the building as assigned by the employee's building principal and/or the Facilities Director. The employee shall also be responsible for answering or addressing alarm calls throughout the system. The employer agrees to provide a radio or other means of communication for the assigned employee so that he/she shall be reachable by the appropriate representative of the community or other group.

**ARTICLE XV
UNIFORMS**

All multi-purpose facility technicians and maintenance employees must wear school department approved uniforms at all times when working while school is in session. This applies equally to those employees who work shifts when students are not in the building (i.e., second shift). The uniform shall consist of a shirt and dark pants. Shorts may be worn by all bargaining unit members from the closure of school in June until the first teacher day of the school year. Jeans of any type shall not be acceptable. The style of the shirt shall be decided upon by the employer, only after accepting input from the Union president. Each year, the employer shall provide five new shirts to each employee. The employer further agrees to replace an employee's shirt if such shirt is destroyed during the course of the employee's work.

**ARTICLE XVI
AGENCY FEE**

For any member of the bargaining unit who is not a member of the Federation, it shall be a condition of his/her continued employment during the life of this Agreement that said multi-purpose facility technician/maintenance employee shall pay to the Federation, on or after October 1, 2000 a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of M.G.L. c. 150E, §12 and shall be transmitted directly to the treasurer of the Federation.

The Federation agrees to indemnify, defend and save the Committee and the City of Amesbury harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of M.G.L. c. 150E, §12 or for any action taken by the Committee to enforce the so-called Agency Service Fee.

**ARTICLE XVII
HEPATITIS B VACCINATION**

All employees required to work in bathroom facilities shall be immunized against Hepatitis B by the City nurse at the City's cost, and reimmunized in accordance with generally accepted medical practices. This shall be effective in year two of the contract.

**ARTICLE XVIII
LICENSE STIPENDS**

A licensed pipefitter, a licensed hydraulic or an apprentice plumber shall be paid \$600.00 in addition to their base salary.

Effective July 1, 2007, the apprentice plumber stipend referenced above is eliminated. However, any employee hired prior to June 30, 2007 who previously received said stipend shall be considered to be "grandfathered" and shall continue to receive the stipend.

The following stipends shall be paid in addition to base salary:

Master Electrician/Plumber:	\$3,250.00
Journeyman Electrician/Plumber:	\$2,625.00.

**ARTICLE XIX
DURATION**

- A. This Agreement shall be effective as of July 1, 2012, and shall continue in full force and effect until June 30, 2015.

- B. The parties agree that no later than October 1, 2014 they will enter into negotiations for a successor Agreement to become effective July 1, 2015. Negotiations for a successor Agreement will include any matters covered by this Agreement, and any other matters which the parties mutually agree to be negotiable.

In witness whereof, the parties hereunto set their hands and seals this _____ day of _____, 2012.

For the Amesbury School Committee

For the AFT Amesbury,
Custodian and Maintenance Employees
Unit, Local 1033, AFT Massachusetts, AFL-
CIO

July 1, 2012
(1% Increase)

<u>Step</u>	<u>MPFT</u>	<u>Electrician/Plumber</u>	<u>Skilled Craftsmen</u>
1	\$19.73	\$23.76	\$20.91
2	\$20.72	\$24.81	\$21.92
3	\$22.14	\$25.86	\$22.93

July 1, 2013
(2.5% Increase)

<u>Step</u>	<u>MPFT</u>	<u>Electrician/Plumber</u>	<u>Skilled Craftsmen</u>
1	\$20.22	\$24.35	\$21.43
2	\$21.23	\$25.43	\$22.46
3	\$22.69	\$26.50	\$23.50

July 1, 2014
(2.5% Increase)

<u>Step</u>	<u>MPFT</u>	<u>Electrician/Plumber</u>	<u>Skilled Craftsmen</u>
1	\$20.72	\$24.96	\$21.97
2	\$21.76	\$26.06	\$23.03
3	\$23.26	\$27.16	\$24.09

Article XVIII Stipends:

Master Electrician	\$3,250 stipend
Journeyman Electrician/Plumber	\$2,625 stipend
*Apprentice Plumber/Grandfathered	\$ 600 stipend
Licensed Pipefitter	\$ 600 stipend
Licensed Hydraulic	\$ 600 stipend