

**CONTRACT**  
**BETWEEN THE**  
**AMESBURY SCHOOL COMMITTEE**  
**AND THE**  
**AMERICAN FEDERATION OF TEACHERS (AFT)**  
**AFT MASSACHUSETTS**  
**AFT AMESBURY**  
**AFL-CIO**  
**PARAPROFESSIONALS AND TUTORS UNIT**  
  
**SEPTEMBER 1, 2019 TO AUGUST 31, 2020**

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This AGREEMENT made and entered into, effective September 1, 2019 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 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 Committee agrees to provide the Union President or his/her designee with the following information, in writing, on all members of the bargaining unit no later than October 1<sup>st</sup> of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address and personal (non-work) e-mail, if on file.

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.

**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. During the first two (2) years of employment, 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. Upon re-appointment for the third (3<sup>rd</sup>) school year, the provisions of Article IX.D shall control and disputes arising under such provision shall 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

All employees who are members of the bargaining unit covered by this Agreement shall have their salaries paid in twenty-one (21) equal bi-weekly installments, based upon time records submitted pursuant to Section C, below. All employees will be required to enroll in the payroll direct deposit program offered by the District. 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.

Effective with the start of the 2013-2014 school year, all employees may elect to have their salaries deferred and paid in twenty-six (26) equal bi-weekly installments. Such voluntary election shall be made no later than May 20<sup>th</sup> of each year for the following school-year, or within two (2) weeks of an employee's date of hire, using the Paraprofessional Payroll Deferral Form mutually agreed to by the parties.

Once an employee has voluntarily elected to have their salary deferred and paid in twenty-six (26) equal bi-weekly installments, such election shall remain in effect for the remainder of the school-year for which such election has been made, and will continue thereafter from year to year, until deferral is stopped by the member, using the Paraprofessional Payroll Deferral Form mutually agreed to by the Parties and attached hereto at Appendix B.

All payroll deductions shall be deducted from an employee's payroll based on the equal number of bi-weekly installments elected by the employee.

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 \$500.00 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 \$6,000.00 in a given year. 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.
2. Paraprofessionals who anticipate a horizontal movement on the salary scale must notify the Superintendent's office by December 15<sup>th</sup> of the year preceding the year in which the intended horizontal movement will take place.

3. An employee may submit documentation verifying completion of an approved course from an accredited college or university to the Superintendent or his/her designee no later than August 15<sup>th</sup> to be considered for horizontal movement on the salary scale by September 1<sup>st</sup>, or by January 15<sup>th</sup> to be considered for horizontal movement on the salary scale by February 1<sup>st</sup>. Horizontal movement on the salary scale shall be retroactive to September 1<sup>st</sup> and February 1<sup>st</sup>.

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

1. 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. Effective September 1, 2018, this amount shall increase to \$165.00.
2. Payment shall be made within the first month of the school year immediately following the school year in which the tutor had the low absence record.
3. In addition, any employee who uses no Sick Leave in a given school year will receive one (1) additional day of Sick Leave to be granted at the beginning of the next school year.

G. In-Service Workshops

1. Employees will be required to participate in one (1) professional development day, with pay, during the course of the school year. This day will be identified prior to the start of the school year. Employees will not be required to attend PRT (Professional Release Time) workshops.
2. Employees shall be compensated at their hourly rate for attending in-service workshops in addition to the professional development activities set forth at section 1, above, if the employee is required to attend by his/her principal.

H. Retirement Provision for Tutors

In recognition of dedicated service, an employee 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 paraprofessional 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. For purposes of calculating the payment due under this Article, the daily paraprofessional substitute rate of pay in effect as of July 1, 2016 is \$75.00.
3. 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

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

After 10 Years of Service	\$600
After 15 Years of Service	\$1200
After 20 Years of Service	\$1700
After 25 Years of Service	\$2200

2. 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.
3. By way of clarification, the \$600 stipend will be paid beginning in the 11<sup>th</sup> year of full service and will continue through the 15<sup>th</sup> year and so on.
4. 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 twenty (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 twenty (20) hours per week will earn the same number of days of sick leave as members who work twenty (20) or more hours per week. Sick leave pay for members who work less than twenty (20) hours per week shall be pro-rated based on the regularly scheduled number of hours normally worked on the day of absence.
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. 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.
4. Information on sick leave for each employee shall be provided upon written request. The information shall be provided to the employee in a sealed envelope.
5. 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.
6. All members of the bargaining unit shall be provided with access to the X2 System so that they may view/track their own paid leave benefits granted under this Agreement. The employee shall notify the Business Office in writing of any discrepancies in his/her paid leave balances. The Business Office will work with the employee to resolve the issue(s) presented in a timely manner.

#### **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 30<sup>th</sup> 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 30<sup>th</sup> 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, 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. 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.

2. 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.

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.

4. 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.

2. Eligible members will be granted leave in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

5. Family Medical Leave Act

Eligible members will be granted leave in accordance with the federal Family and Medical Leave Act and may use accrued sick time for leave due to their own personal illness.

6. Parental Leave

Eligible members will be granted leave in accordance with the Massachusetts Parental Leave Act, M.G.L. c. 149, s. 105D and may use accrued sick time for leave due to their own personal illness.

7. Small Necessities Leave Act

Eligible members will be granted leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, s. 52D, and may use available Personal Leave or Sick Leave for absences granted under this section. An eligible employee may elect to take leave granted under this section in half (1/2) day increments, however accumulated Personal or Sick Leave may only be substituted if the reason for the leave would normally have qualified for paid leave. Where an employee's paid leave has been exhausted such leave is unpaid.

E. Personal Leave

1. Two (2) days per year of Personal Leave will be granted annually to members who work twenty (20) or more hours per week for personal affairs that cannot be conducted during non-school hours. Members who work less than twenty (20) hours per week will receive the same number of days of Personal Leave as members who work twenty (20) or more hours per week, however pay for such days shall be pro-rated based on the regularly scheduled number of hours normally worked on the day of absence. Personal Leave may not be accumulated.
2. Whenever possible, an employee shall give twenty-four (24) hours notice of such absence due to personal reasons on a form supplied by the office of the Superintendent. The approval of requests made in advance of the required notice shall be completed and returned to an employee as soon as possible and normally within three (3) days. Requests for Personal Leave shall not be unreasonably denied.
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 and shall not be unreasonably denied. Employees requesting an exception under this provision must do so at least ten (10) school days prior to the requested leave date. 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 Leave.

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 Dependent 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 and Tutors shall be 182 days. Of the 182 day work year, 181 days shall be with students and one (1) day shall be for Professional Development. Of the 181 student days, five (5) shall be early release, or half, days for employees.

The Committee reserves the right to determine on a yearly basis whether to decrease the student year to 180 days. In such event, the Committee shall designate how and

when the 181<sup>st</sup> day shall be used, i.e. professional development or other training, meeting time, assessment review, or to provide educational services to students.

D. Probationary Status

1. All new employees shall be on a probationary status for two (2) years from the date of hire.
2. Termination during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.
3. No member of the bargaining unit who has completed his/her probationary period shall be dismissed, disciplined, or reduced in rank or compensation without just cause.

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 therefor.

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. Notification of Assignment

The employer will notify members in writing of their assignments for the following school year by August 1<sup>st</sup>. Said notification shall include the first and anticipated last day of the work year for the Paraprofessional, the date/time(s) of Professional Development ("PD") days scheduled throughout the work year that the employee will be required to attend (including but not limited to PD days scheduled prior to the first day of the work year with students), the employee's school/classroom assignment, and the employee's supervisor. 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 make every effort to notify the affected member and the Federation President of the assignment change in writing, no later than August 15<sup>th</sup>. In the event an employee is not notified by August 1<sup>st</sup> of the date of the first day of his/her work year, such employee will be held harmless for any failure to report.

H. 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 twenty (20) 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.

Where a Paraprofessional is assigned by the District to serve as a substitute for a classroom teacher for twenty (20) or more consecutive school days, the Paraprofessional shall be granted a leave of absence from his/her unit position. Upon completion of the substitute assignment, the Paraprofessional shall be returned to the position held immediately prior to said substitute assignment so long as that position still exists, otherwise, to a similar Paraprofessional position in the District with no loss of pay or benefits, including but not limited to seniority.

I. 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.

J. Working Conditions

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

K. CORI Policy

1. Employees shall be subject to CORI checks and a state and national fingerprint-based criminal background check (hereinafter collectively referred to as CORI information) consistent with the Amesbury Public Schools CORI Policy and applicable state law, including but not limited to M.G.L. c. 71, s. 38.
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 and any other required authorizations 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.

L. 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.

M. 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. At the start of each school year, the Committee shall provide one (1) identification badge for each employee. In the event an employee requires

a replacement badge, the first replacement badge will be provided by the Employer at no cost to the employee. Thereafter, the employee will be responsible for the cost of any replacement 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.

N. Evaluations

The Parties agree to form a joint study committee comprised of an equal number of representatives appointed by the Superintendent and the Federation President to study and make recommendations relative to the development of an annual performance evaluation process and instruments for implementation in the 2017-2018 school year. The joint study committee will bring forward its recommendations to the negotiation teams no later than May 15, 2017. Resulting agreements will be reduced to writing and subject to ratification by the Parties.

Pending ratification of an agreed upon evaluation process and instrument, there will be no formal evaluation of members. However, nothing contained herein will prevent the District from addressing misconduct or other behaviors that warrant disciplinary action.

## **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



applicants, the Superintendent or his/her designee will award the position to the 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 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. 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/associate/tutor may bump the assistant/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, 2019, and shall continue in full force and effect until August 31, 2020.
- B. The parties agree that no later than January 31, 2020 they will enter into negotiations for a successor Agreement to become effective September 1, 2020.

The Parties hereto have caused this Contract to be executed by their duly authorized agents on this 3/5<sup>th</sup> day of January, 2020.

AMESBURY SCHOOL COMMITTEE

AFT AMESBURY, LOCAL 1033, AFT  
AFT MASSACHUSETTS, AFL- CIO  
PARAPROFESSIONAL AND TUTORS UNIT

by: Kenneth Gae  
Its Chairman

by: Cynthia Johnson  
Its President

APPENDIX A – SALARY SCHEDULE

**EFFECTIVE SEPTEMBER 1, 2019  
(.5% INCREASE)  
(First 90 Days)**

	PARAPROFESSIONALS			TUTORS
Step	High School Diploma or GED	2-Year Degree in Education or 4-Year Degree in Other Field	4-Year Degree in Education or 4-Year Degree in Other Field and DESE Teaching License	
1	\$13.74	\$20.76	\$22.89	\$22.89
2	\$14.42	\$22.96	\$24.86	\$24.86
3	\$15.04	\$25.00	\$26.35	\$26.35
4	\$15.73	\$25.75	\$27.16	\$27.16
10	\$16.12	\$26.39	\$27.84	\$27.84

**EFFECTIVE SEPTEMBER 1, 2019  
(1.5% INCREASE)  
(Effective on Day 91)**

	PARAPROFESSIONALS			TUTORS
Step	High School Diploma or GED	2-Year Degree in Education or 4-Year Degree in Other Field	4-Year Degree in Education or 4-Year Degree in Other Field and DESE Teaching License	
1	\$13.94	\$21.07	\$23.24	\$23.24
2	\$14.64	\$23.31	\$25.24	\$25.24
3	\$15.27	\$25.38	\$26.75	\$26.75
4	\$15.96	\$26.13	\$27.56	\$27.56
10	\$16.36	\$26.79	\$28.26	\$28.26

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

## APPENDIX A – SALARY SCHEDULE

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 OR who possess a 4-Year Degree in another field of study and hold a teaching license (also referred to as certification) issued by the Massachusetts Department of Elementary and Secondary Education (“DESE”) shall qualify for the hourly rate of pay specified in the “4-Year Degree in Education OR 4-Year Degree in Other Field and DESE Teaching License” column.
5. Effective September 1, 2012, any member who holds a position as a 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 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.
7. Effective September 1, 2018, add a new Step 10 at 2.5% above the current top Step. All members of the bargaining unit advance to Step 10 upon completion of ten (10) years of continuous service with the Amesbury Public Schools in the bargaining unit.

Appendix B

**AFT AMESBURY**  
**Paraprofessional Payroll Deferral Form**

**ACTION** (*Check One*):

START Payroll Deferral

STOP Payroll Deferral

**PLEASE PRINT**

**Name:** \_\_\_\_\_ **Date of Hire:** \_\_\_\_\_  
(Last) (First) (MI)

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
(Street) (City) (State) (Zip)

**Position/Title:** (*Check One*)  Paraprofessional  Tutor **School/Work Location:** \_\_\_\_\_

*I understand by electing to **START Payroll Deferral** I am authorizing my employer, the Amesbury School Committee, to annualize my current salary, and to pay it to me in twenty-six (26) equal installments starting with the first payroll period in the school year after which this election is made. I also understand that once I choose to **START Payroll Deferral** this election, which is voluntary, shall remain in effect for the entire school year, and will continue from one school year to the next, unless and until I execute another **Paraprofessional Payroll Deferral Form** and elect to **STOP Payroll Deferral**.*

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

----- (Payroll Department Use Only) -----

**Request PROCESSED.**

Employee participating in PAYROLL DEFERRAL effective \_\_\_\_\_.  
(Date)

Employee withdrawn from PAYROLL DEFERRAL effective \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
Payroll Department

\_\_\_\_\_  
(Date)

**Request NOT PROCESSED.**

**Reason request was NOT PROCESSED:** \_\_\_\_\_

\_\_\_\_\_  
Payroll Department

\_\_\_\_\_  
(Date)

**Send the completed form to Amesbury Public Schools – Payroll Department – 5 Highland St Amesbury, MA 01913**  
Distribution: Original Personnel File; Payroll Department; Employee Rev. 03/15/2013