

**AGREEMENT**

**between**

**THE SOUTH HADLEY SCHOOL COMMITTEE**

**and**

**SOUTH HADLEY EDUCATION ASSOCIATION**

**UNIT D**

**July 1, 2017 – June 30, 2020**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	Recognition	1
II	Management's Rights Clause	1
III	Non-Discrimination Clause	2
IV	Personnel File	2
V	Seniority	2
VI	Vacancies	3
VII	Performance Evaluation	4
VIII	Just Cause	4
IX	Reduction in Staff	4
X	Grievance Procedure	6
XI	Work Week and Hours of Work	7
XII	Paid Holidays	9
XIII	Vacations	9
XIV	Compensatory Time	10
XV	Court Leave	11
XVI	Leaves of Absence	11
XVII	Salary Schedule	14
XVIII	Agency Fee and Deduction of Dues	16
XIX	Insurance	17
XX	Sick Leave Buy-Back	17
XXI	On-Duty Requirements	17
XXII	No-Strike Clause	18
XXIII	Voidable Waiver	18
XXIV	Savings Clause	18
XXV	Zipper Clause	18
XXVI	Probationary Period	18
XXVII	Duration of Contract	19
	Salary Schedule A-1	20
	Salary Schedule A-2	21

**AGREEMENT**  
**between**  
**THE SOUTH HADLEY SCHOOL COMMITTEE**  
**and**  
**SOUTH HADLEY EDUCATION ASSOCIATION – UNIT D**  
**July 1, 2017 – June 30, 2020**

**TOWN OF SOUTH HADLEY, MASSACHUSETTS**

THIS AGREEMENT entered into between the SCHOOL COMMITTEE OF THE TOWN OF SOUTH HADLEY, MASSACHUSETTS (hereinafter referred to as the "EMPLOYER"), and the SOUTH HADLEY EDUCATION ASSOCIATION, UNIT D, M.T.A./N.E.A. (hereinafter referred to as the "ASSOCIATION"), on the date set forth below.

**WITNESSETH**

**ARTICLE I**  
**RECOGNITION**

**SECTION 1**

The EMPLOYER recognizes the ASSOCIATION AS THE SOLE AND EXCLUSIVE BARGAINING AGENT on questions of wages, hours, and other conditions of employment, as set forth in this Agreement, for the bargaining unit, Unit D. The bargaining unit, as referred to herein, includes the administrative assistants, cafeteria bookkeeper, (with the exception of the Executive Assistant to the Superintendent, Personnel Administrative Assistant, and Business Office Staff).

**ARTICLE II**  
**MANAGEMENT'S RIGHTS CLAUSE**

The Parties agree that the operation of the School Department of the Town of South Hadley, the supervision of the employees and of their work, are the rights of the Committee, its Superintendent and Principals. Accordingly, subject to the provisions of this Agreement, the laws of the Commonwealth of Massachusetts and the Town of South Hadley, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used, to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the

employees and to inform them concerning employment matters are rights of the Committee in determining policy, the rights of the principals with the approval of the Superintendent in all operational matters including the discipline of staff. The question of whether a matter is covered by this Agreement may be made the subject of a grievance.

### **ARTICLE III** **NON-DISCRIMINATION CLAUSE**

The Committee, the Superintendent and Principals shall not unlawfully discharge or discriminate against any person with respect to promotion, assignment, or any other matter because of race, color, age, sex, sexual orientation, gender identity, union membership or union activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the Committee, its agents or any supervisory personnel shall discriminate against or discharge any employee because he or she has filed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, hours or conditions of employment.

### **ARTICLE IV** **PERSONNEL FILE**

Bargaining Unit members will have the right, upon request to the Superintendent or his/her designee, to be granted an appointment to review the contents of their personnel file, excluding confidential recommendations rendered upon initial employment. A Bargaining Unit member will be entitled to have a representative of the ASSOCIATION accompany him/her during such review and may make copies of such contents and records as concerns his/her work and him/herself.

### **ARTICLE V** **SENIORITY**

#### **SECTION 1**

Seniority is the length of continuous service at a job covered by the bargaining unit within the South Hadley School System. Seniority shall begin on the date of permanent employment and shall not extend to temporary employees who are hired to complete a certain job, or for a predetermined time period.

#### **SECTION 2**

An employee's seniority rights shall cease and his/her employment with the Committee shall terminate:

1. If he/she voluntarily quits.
2. If he/she is discharged for just cause, as in Article VIII.

### **SECTION 3**

A seniority listing shall be given to the Association President in December of each school year. Association members shall have thirty (30) calendar days from the date that the seniority list is sent to contest any errors on the list. Thereafter, the list will be deemed final, binding and correct.

## **ARTICLE VI** **VACANCIES**

### **SECTION 1**

When a vacancy occurs, notification of the position and salary paid for such position will be emailed to all bargaining unit members five (5) working days prior to the closing date for applications. The qualifications for the position, its duties, hours and rate of compensation, will be clearly set forth in the aforesaid notice.

The School Department may advertise the open position and seek applicants from outside of the District concurrently with any internal posting.

### **SECTION 2**

Employees who wish to be considered for the position must make written application to the Superintendent of Schools within the posting time spelled out above.

### **SECTION 3**

The vacancy will be filled by the Superintendent after a recommendation has been presented by the building principal, when applicable. In filling vacancies, new jobs, transfers, promotions, and increase or decrease of the work force, the following factors will be considered:

- a. Overall performance and qualifications.
- b. When all other factors stated herein are equal, seniority shall prevail.
- c. In the case of permanent transfers, the employee will be given one (1) week's prior written notice. All transfers will be within the same classification or a higher one.
- d. An employee who is promoted shall be placed on the step which provides at least a four percent (4%) increase for the employee. When an employee's job position is reclassified to a higher-paid classification, the employee shall be given credit for purposes of step placement for time spent in the position with its changed duties or responsibilities.

#### **SECTION 4**

The President of the Association will be emailed all summer postings.

#### **SECTION 5**

All candidates shall be notified of the outcome of their application as soon as possible.

### **ARTICLE VII** **PERFORMANCE EVALUATION**

The performance of each member of this bargaining unit will be evaluated annually. The criteria, procedure and form to be used will be developed by the Superintendent of Schools. The Association will be advised of any contemplated changes in the evaluative criteria before said changes are implemented by the Superintendent.

### **ARTICLE VIII** **JUST CAUSE**

No employee shall be disciplined, reprimanded, reduced in classification or compensation, suspended, dismissed, laid-off or transferred, or given an adverse evaluation of his/her professional service, except for just cause. A person who feels any of the above has been done to him/her, without just cause, will have the right to institute the grievance procedure, as outlined in this Agreement.

### **ARTICLE IX** **REDUCTION IN STAFF**

#### **SECTION 1**

In the event it becomes necessary to reduce the number of employees in a classification, in the bargaining unit, the Superintendent will consider ability, qualifications, and length of service and when the factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail. In the event that the factors that constitute ability and qualifications are relatively equal and length of continuous service is equal, a lottery system shall prevail. The laid-off employee or the employee whose position is eliminated shall:

1. Be transferred to any open position in the bargaining unit, for which he/she is qualified; or
2. Replace an employee with the lowest seniority, in the bargaining unit, within the system whose job he/she has the ability and qualifications to perform satisfactorily.

"Ability" means the physical and mental capacity for the job. "Qualifications" means the employee has on file, with the office of the Superintendent, evidence that he/she possesses the necessary experience or training.

Employees must be able to perform the job and meet the job requirements, with acceptable work, without breaking in or training, provided however, that he/she have the normal instruction given to any new employee.

## **SECTION 2**

Individuals laid off by classification will have, from the effective date of layoff, a two year right to recall for any openings, for which they are qualified, within this bargaining unit. The Superintendent will notify the laid off individuals within the recall period, by certified mail, of any openings for which they are qualified. Former bargaining unit members shall be given credit for all full time prior service with the South Hadley Schools, providing they return to work within the recall period.

## **SECTION 3**

All benefits, provided in accordance with seniority, to which a bargaining unit employee was entitled at the time of layoff, shall be restored upon re-employment, within the recall period as provided. Benefits earned will be on the same basis as employees of similar status.

## **SECTION 4**

Laid off employees may continue group health and life insurance coverage during the recall period, as provided by the Committee to members of the bargaining unit, by reimbursing the Town Treasurer for full premium costs, provided it is permissible under the conditions of the carrier. Failure to forward premium payments to the Town Treasurer or refusal to return to employment upon recall will terminate this option.

## **SECTION 5**

Bargaining unit employees on layoff will be given consideration for substitute work that they are qualified for and available to perform.

## **SECTION 6**

Recalls will be in reverse order of the layoff, provided the employee then has the qualifications, ability, skills, experience, physical fitness and job performance to perform the work available.

## **SECTION 7**

It is understood between the Parties that employees using the bumping procedure can only bump laterally by labor grade or down in labor grade. A bumping procedure cannot be used for promotional purposes.

## **ARTICLE X** **GRIEVANCE PROCEDURE**

### **SECTION 1**

It is the intent and purpose of this Agreement to promote orderly collective bargaining in the settlement of all differences and disputes regarding the interpretation of this Agreement or the breach thereof, and any disputes relative to matters covered by this Agreement, which cannot be resolved by the Parties, will proceed through the following grievance procedure. Grievances will be submitted in writing starting at the first step of the grievance procedure. The written grievance will include the full disclosure of the section(s) of the Contract claimed to have been violated.

If no grievance is filed within ten (10) working days after the employee knew, or should have known of the act, condition, or occurrence, on which the grievance is based, the grievance will be considered waived.

### **STEP ONE**

Between the aggrieved employee, with or without a representative present, at the employee's option, and his/her immediate superior. The immediate superior will give his/her answer in writing within ten (10) working days and, if the matter is not settled, the employee may proceed to the second step by submitting the grievance to the Superintendent.

### **STEP TWO**

A meeting shall be held between the representative of the Association and the Superintendent or his/her designee within ten (10) working days and if no settlement is reached, the grievance may be submitted within the next following ten (10) working days to the Committee who shall consider it at their next regular meeting, provided that sufficient time is available for the Committee to post the meeting in accordance with the Open Meeting Law.

### **STEP THREE**



If no settlement is reached between the Association and the School Committee within sixty (60) days of submission to the Committee, the grievance may be submitted to an impartial Arbitrator whose decision will be final and binding. By mutual agreement any grievance may be processed under the mediation and arbitration rules and procedures of the American Arbitration Association.

## **SECTION 2**

1. The decision of the arbitrator will be submitted to the Committee and the Association and will be final and binding upon both Parties. The costs for services of an arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.
2. No more than one (1) employee will be allowed time off with pay to testify at an arbitration hearing unless the employee is called by the School Department or the arbitrator.
3. No written communication, other document or record relating to any grievance shall be filed in the personnel file maintained by the School Department of South Hadley for any employee whose involvement is limited to presenting such grievance.
4. Time limits in this Agreement will be considered maximums and will exclude weekends and legal holidays. All time limits may be extended by mutual agreement. Working days are all week days on which school department offices are open.

## **ARTICLE XI WORK WEEK AND HOURS OF WORK**

### **SECTION 1**

The Employer acting through their agents shall have the right to establish its work schedules provided, however, that the normal work week shall be five (5) consecutive days. An administrative assistant's day will be worked in consecutive hours, exclusive of lunch time, between the hours of 7:00 a.m. and 5:00 p.m.

### **SECTION 2**

The Parties hereto recognize that the Association consists of two (2) groups of employees, hereinafter referred to as the 182 to 192 day group, and the 52 week group, based on the scheduled length of their work year. An additional ten days may be scheduled by the Principal or Superintendent. Additional days to be worked prior to the beginning of the school year will be scheduled during the prior school year. Additional

days to be worked after the school year will be scheduled with mutual agreement as far in advance as is practicable.

### **SECTION 3**

When an employee's duties and responsibilities materially change during the term of the contract, the employee or the Association may request, and the Superintendent will review, his/her classification, and within fourteen (14) days make any appropriate modifications in workload, work hours, or compensation. The Employer at all times reserves the right to rescind or postpone the effective date of the change found to be material. An upgrade will require the issuance of an updated job description containing the new duties or responsibilities.

### **SECTION 4**

The normal work week shall consist of five (5) consecutive days in a week of seven (7) days; and the normal work day shall consist of seven and one half (7½) consecutive hours in a twenty-four (24) hour period, excluding a minimum one half hour for meal period, for which the employee shall not be paid. This provision shall not be construed as guaranteeing any minimum or maximum number of hours or days of work. Employees shall be available and report for the days and hours of work, as scheduled or required in their jobs.

### **SECTION 5**

It is also further understood that thirty-seven and a half (37½) hours a week is not the minimum or maximum hours of work required for bargaining unit employees. Work schedules will not be increased or decreased by the Employer or their agents in an arbitrary, capricious, or discriminatory manner.

## **ARTICLE XII** **PAID HOLIDAYS**

### **SECTION 1**

All employees in the fifty-two (52) week group shall receive their regular compensation for each of the following days, and those in the 182/192 day group shall receive the same for those holidays falling within their scheduled work year:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
July 4th	Day after Thanksgiving
Martin Luther King Day	Christmas Day

### **SECTION 2**

Any employee who shall be required to perform work on any of said holidays as part of his/her regularly scheduled work week shall be paid holiday pay, plus pay for the hours worked. To qualify for holiday pay, the employee must work the last scheduled work day immediately before, and the first scheduled work day after the holiday, unless absence has the prior approval of the Superintendent or designee, or the employee provides evidence of illness for either or both days.

**SECTION 3**

If the enumerated paid holidays fall on a weekend, and are not celebrated on the day preceding or the day following the holiday, employees will receive either compensatory time off, or an additional normal day's pay for that week.

**ARTICLE XIII  
VACATIONS**

**SECTION 1**

Employees shall be entitled to accrued vacation time according to the following schedule for use in the fiscal year following its accrual:

<u>Length of Employment</u>	<u>Vacation Time (listed in Days)</u>	
	<u>52 Week Group</u>	<u>182/192Day Group</u>
After Thirty (30) Weeks	Ten (10)	Eight (8)
After Five (5) Years	Fifteen (15)	Thirteen (13)
After Ten (10) Years	Twenty (20)	Seventeen
(17)		
After Twenty (20) Years	Twenty-five (25)	Twenty-one (21)

**SECTION 2**

Vacation pay will be at the employee's regularly scheduled hours at his/her straight time hourly rate. Vacations will be granted at a time most suitable for the employee and the employer, but no vacation may be taken without the prior approval of the Superintendent or designee. In the event that there is a question of two (2) or more employees wanting the same vacation period(s), and where ability and performance are equal, seniority shall prevail.

**SECTION 3**

If a holiday occurs during an employee's vacation, the employee will not be charged with a vacation day.

**SECTION 4**

In the event that an employee does not use all vacation time within the fiscal year, the Superintendent may allow for its carryover subject to advanced notice and approval.

## **ARTICLE XIV** **COMPENSATORY TIME**

### **SECTION 1**

- A. Employees who work beyond their regularly scheduled hours but less than 40 hours will receive equivalent compensatory time off.
- B. Employees working beyond 40 hours in a week will receive compensatory time off, based on a time and one-half basis.
- C. Usage of compensatory time is by mutual agreement, but the supervisor can not unreasonably deny usage of compensatory time.

### **SECTION 2**

Notwithstanding Section 1, if the budget allows, employees will be given preferential option as to taking overtime pay instead of compensatory time.

## **ARTICLE XV** **COURT LEAVE**

### **SECTION 1**

Employees who are called for jury duty or are summoned on behalf of the School Committee shall be granted court leave, with pay. If the jury fees, exclusive of travel allowances, amount to less than the employee's regular rate of compensation, he/she will be paid by the School Committee an amount equal to the difference between them. Evidence of service shall be filed with the Superintendent, upon receipt of summons.

### **SECTION 2**

When an employee has been granted court leave and is excused by the proper court authority, he/she shall report back to his/her official place of duty whenever the interruption in said service will permit four (4) or more consecutive hours of employment during the hours of his/her normal tour of duty. Court leave, without pay, will be granted when an employee is engaged in personal litigation, having no connection with his/her position as an employee of the School Committee.

Court leave without pay will also be granted where an employee receives an Order to appear as a witness, provided that in advance of the court date, the employee

provides the Superintendent, or designee, with a copy of the summons or subpoena compelling appearance.

**SECTION 3**

Payments for jury duty leave, other than that required by or on behalf of the School Committee, shall be limited to thirty (30) working days during any calendar year.

**ARTICLE XVI**  
**LEAVES OF ABSENCE**

**SECTION 1 – Sick Leave**

Sick leave days are, essentially, a form of insurance protection for the employees and are only to be used for a bona fide sickness, which prevents the employee from reporting for and performing his/her duties. The Superintendent, or designee, upon request may require an employee to furnish a doctor's note/certificate for any absence in excess of five (5) days in a given school year, or any period of time for an absence covered by the FMLA. Regular, part-time employees shall be credited with sick leave, in proportion to the ratio of the employee's normal work schedule to that of the full-time employee. Employees shall be entitled to personal sick leave at the rate of one and one half (1-1/2) days per month, accumulation to 184 days, employees over 184 days as of June 30, 2014, will retain their current accumulation, but cannot accumulate more than that level of days. Sick pay will be calculated based on a normal week's pay, divided by the number of days scheduled per week. If a paid holiday occurs during sick leave, the employee shall receive holiday pay in place of sick pay for that day. A maximum of five (5) sick leave days per year may be used for illness in the immediate family. Immediate family shall be defined as: father, mother, mother-in-law, father-in-law, stepfather, stepmother, son, daughter, wife or husband; minor grandchildren may be included in this provision if the employee has exhausted accrued personal days and good cause is demonstrated.

Sick leave reports are available through the District's data base for each individual, and thus will not be provided to the Union President to ensure individual privacy.

**SECTION 2 – Workers' Compensation**

Employees having sick leave credit who are injured on the job and receiving Workers' Compensation, shall, upon request, be granted such sick leave allowance payment as will, when added to the amount of Workers' Compensation, result in the payment to them of their full salary, in accordance with the provisions of Chapter 152 of the General Laws.

**SECTION 3 – Bereavement**

Five (5) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death on each occasion of death in the family including spouse, parent, child, brother or sister or any other person residing within the household of the employee.

Three (3) consecutive school days leave shall be granted without loss of pay or deduction from sick leave, immediately following the day of death, on each occasion of death in the family, including, grandchild, grandparent or in-law.

One day leave shall be granted in the case of the death of the following relations of the employee: aunt, uncle, nephew or niece.

#### **SECTION 4 – Personal Days**

Two (2) days leave, with pay, per school year, non-cumulative, may be allowed, subject to the approval of the Superintendent or designee, for imperative personal business which cannot be effectively conducted outside of work hours.

Reasons for such leave must be submitted to the Superintendent or designee, in writing, as soon as possible and whenever possible, not less than seventy-two (72) hours before the absence occurs.

Personal days are not deducted from accumulated sick leave.

Employees who desire to be paid for religious leave must first use available personal days for such purpose and, thereafter with ten (10) days notice, may use up to two (2) accrued sick days for such purpose.

Employees who wish to carry over up to one (1) unused personal day to the next academic year may do so by giving notice to administration, in writing, of their intent to do so by June 15<sup>th</sup> of the calendar year.

#### **SECTION 5 – Family and Medical Leave Act (FMLA)**

FMLA leaves under the provisions of this Article which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall be regarded as both FMLA and contractual leave, and the more liberal of the provisions shall apply.

#### **SECTION 6 – Shortened School Day**

Employees in the 52 Week group shall work their normal day. Employees in the 182/192 day group shall be paid only for hours worked, not to exceed regular scheduled hours.

### **SECTION 7 – School Vacation Weeks**

Employees in the 182/192 day group will be paid if required to work, and prior approval has been obtained from the Superintendent of Schools.

### **SECTION 8 – Temporary Leaves of Absences**

An employee, ordinarily, may receive a leave of absence without pay, for a period not to exceed twelve (12) months for valid reasons, excluding gainful employment, upon application to and approval by the Superintendent of Schools. This application must be made a reasonable length of time in advance. One (1) extension, not to exceed thirty (30) days, will be granted, if, in the opinion of the Superintendent of Schools, unusual circumstances warrant it, or, if it is mutually advantageous to the School Department and the employee.

### **SECTION 9 – Parental Leave**

A parental leave will be granted an employee in accordance with the provision of Chapter 149, Section 105D of the Massachusetts General Laws. An employee may request, and the Superintendent may grant, a leave of absence for a period not to exceed six (6) months, and this period may be extended if, in the opinion of the Superintendent, circumstances warrant it, and it is mutually advantageous to the School Department and the employee.

### **SECTION 10 – Professional Conferences**

An employee may, upon written request to the Superintendent, be granted leave to attend specific conferences, seminars or workshops conducted for professional improvement. Such approval by the Superintendent will be based on the expected benefits to the South Hadley School System, and the number of employees granted such leave at any one time shall be at the discretion of the Superintendent.

The District will reimburse for reasonable expenses including travel and meals associated with pre-approved professional development to enhance job growth or performance.

Any employee who attends a conference, seminar, or workshop may be reimbursed for expenses incurred such as transportation, meals, or registration fees.

### **SECTION 11 – Emergency School Closings**

Whenever a school is closed for any emergency reason for other than what are commonly called snow days, and faculty and students are released, members of Unit D in that building will also be released without loss of pay, and will not be required to reenter the building prior to the reopening of the building for faculty and students.

**SECTION 12 – Snow Days**

When school is closed due to inclement weather, employees in the 52 week group, as referenced in Article XI, unable to reach their place of employment will not suffer a loss in pay. Employees of that group who have been able to arrive at their place of employment will receive comparable time off at a time agreeable to their supervisor to compensate them for their diligent efforts. Employees in the 182/192 group, as referenced in Article XI do not work on snow days.

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

**ARTICLE XVII**  
**SALARY SCHEDULE**

**SECTION 1**

The wages of hourly employees are set forth in the attached schedule A-2.

**SECTION 2**

In addition to the basic compensation provided for in Section 1, all employees shall be entitled to longevity on the following basis:

A longevity payment of \$250 will be paid after ten (10) years. An additional \$250 will be paid for each additional five (5) years of continuous employment by the town to a maximum of \$1,250 a year.

Employees having an anniversary date between July 1 and November 30 will be paid their longevity payment on the first payroll in December. Employees having an anniversary date between December 1 and June 30 will be paid their longevity payment on the first payroll in June.

**SECTION 3**

An employee who is required to assume all the duties and responsibilities of a higher rated job, in the absence of the higher rated employee, for a consecutive period



of ten (10) work days or more, shall be paid at the lowest step of the higher rate which would provide an increase of at least five percent (5%). This provision excludes coverage during vacation periods.

#### **SECTION 4**

All employees will be paid on a 52 week basis. Those employees who work less than the full year will have their daily salary multiplied by the number of days worked divided by fifty-two (52). In calculating their weekly salary, an individual adjustment will be made for each employee based on the vacation time and number of paid holidays to which they are entitled.

It is understood that the 52 week period covered by this method of payment for the 182/192 day group employees will run from September to August. In no event will an employee receive compensation prior to actually working and earning such compensation.

#### **SECTION 5**

Pay is on a bi-weekly basis.

#### **SECTION 6**

At the beginning of the work year, employees will receive a pay calculation statement containing the following information:

- Grade and step
- Number of days/weeks worked
- Hours per week
- Longevity payments
- Annual salary

Employees will also be able to access information regarding eligible leave time on the District's data base.

### **ARTICLE XVIII** **AGENCY FEE AND DEDUCTION OF DUES**

#### **SECTION 1**

The Committee agrees to require during the term of this Agreement as a condition of continued employment that every employee covered by this Agreement and regularly scheduled to work twenty (20) or more hours per week, except those employees who are certified to the Committee by the Association as being members of the Association, as of the thirtieth (30<sup>th</sup>) day of such employment or the thirtieth (30<sup>th</sup>)

day after the effective date of this agreement provision, which ever is later, pay to the South Hadley Education Association an agency service fee or authorize, in accordance with General Laws Chapter 150E, Section 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration and which amount shall be certified annually to the Committee by the Association. The Committee further agrees to certify to the municipal treasurer the amount of such agency service fee, the employee authorization of the deduction of the same in accordance with General Laws Chapter 180, Section 17G. The Association agrees that the sole and exclusive remedy of non-payment of such fees shall be for the Association to proceed to court for collection of the fee from the non-paying employee member. The Employer shall not be sued as a party to such litigation. The Employer shall be indemnified by the South Hadley Education Association from any and all costs and obligations arising out of the South Hadley Education Association's enforcement of this Article, including attorneys' fees.

## **SECTION 2**

The Employer agrees to deduct dues of the Association for twenty (20) consecutive pay periods starting with the first pay check in October.

## **SECTION 3**

This authorization shall be effective for the term of this Agreement and from year to year thereafter, unless revoked by an employee upon written notice to the Town Clerk. Cancellation of authorization shall be effective at the end of two (2) months following its receipt.

Where earnings for any period are insufficient to cover dues, payment shall be made by the employee, directly to the Association.

## **SECTION 4**

It is specifically understood and agreed that the Town of South Hadley, the South Hadley School Committee, its Officers and Agents, shall be saved harmless for such deductions under this Article. For the purposes of this Article, the term "saved harmless" is defined to mean that once any monies are transmitted by the Town of South Hadley, the South Hadley School Committee and its Officers and Agents to the South Hadley Education Association/MTA/NEA, the Town of South Hadley, the South Hadley School Committee and its Officers and Agents, are no longer responsible for same.

## **ARTICLE XIX** **INSURANCE**

## **SECTION 1 – Health Insurance**

All employees who are regularly scheduled to work twenty (20) or more hours per week shall be eligible to participate in the: Blue Cross with Master Medical and Blue Shield or equivalent coverage for all eligible employees and their eligible dependents. The Employer will pay sixty percent (60%) of the cost of said plan, with the employee bearing the remaining cost.

## **SECTION 2 – Life Insurance**

All employees regularly scheduled to work twenty (20) or more hours per week shall be eligible to participate in group life insurance programs sponsored by the Town of South Hadley.

### **ARTICLE XX SICK LEAVE BUY-BACK**

An employee with continuous full time service to the South Hadley School System may notify the Superintendent of his/her intention to retire. If he/she so notifies the Superintendent in writing by December 1<sup>st</sup> of the prior year, unless the retirement is due to sickness or disability, he/she may have his/her accumulated sick leave paid out as a one time severance payment upon retirement paid as follows – grandfather employees with 30 or more years of service as of June 30, 2014 Faye Lawson under the prior contract language. If an employee has at least 20 years of service the benefit will be \$2,250. If an employee has less than 20 years of service the benefit will be \$1,750. Said severance payment will not be considered regular earnings for purposes of statutory retirement contributions of benefits to be received under any statutory retirement program. To be eligible for this severance payment, the employee must have accumulated at least 100 days of sick leave at the time the benefit is received. This benefit is not available to any employee hired after June 30, 2014.

### **ARTICLE XXI ON-DUTY REQUIREMENTS**

The School Committee and the Union will abide by the provisions of M.G.L. Chapter 71, Section 55A barring liability or discipline of school employees who assist sick or injured children.

### **ARTICLE XXII NO-STRIKE CLAUSE**

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slowdowns, or interference or interruption with the operations of the School Department by any employee or the Association; and there shall be no lock-outs by the Employer, nor, shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or Associations) who are not signatory Parties to this Agreement.

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

**ARTICLE XXIII**  
**VOIDABLE WAIVER**

The waiver by either Party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

**ARTICLE XXIV**  
**SAVINGS CLAUSE**

If any provision of this Agreement or application of this Agreement to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

**ARTICLE XXV**  
**ZIPPER CLAUSE**

The Parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement, unless by mutual agreement of both Parties.

**ARTICLE XXVI**  
**PROBATIONARY PERIOD**

The first year of an employee's employment will constitute a trial period during which no transfer, layoff, suspension, discipline or discharge shall be deemed a violation of this Agreement. This provision shall not affect seniority rights nor shall it affect eligibility for benefits under the contract.

**ARTICLE XXVII**

**DURATION OF CONTRACT**

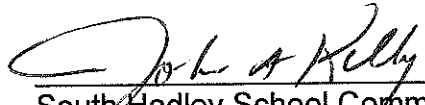
This Agreement shall be in effect through June 30, 2020, and, from year to year thereafter, unless either Party hereto sends written notice to the other Party of a desire to terminate or amend any provisions of this contract, said notice to be sent not later than sixty (60) days prior to the termination date thereof, or any succeeding anniversary date. If the negotiations process does not produce a successor agreement by the termination date of this contract, this contract will remain in full force and effect until a new agreement is consummated.

On sixty (60) days notice either party may reopen the agreement to bargain over election of remedies between statutory arbitration and contractual arbitration in cases of suspension or dismissal of employees.

IN WITNESS WHEREOF, the Parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

  
\_\_\_\_\_  
South Hadley Education Association

Date 11/5/18

  
\_\_\_\_\_  
South Hadley School Committee

Date 11/5/18

\_\_\_\_\_  
Unit D Negotiations Chair

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**SALARY SCHEDULE A-1**

## CLASSIFICATIONS OF CLERICAL POSITIONS

### GRADE A:

### GRADE B:

Pupil Personnel Services Administrative Assistant  
Administrative Assistant to Pupil Personnel Director  
Administrative Assistant to Assistant Superintendent

### GRADE C:

Cafeteria Bookkeeper  
Plains School Administrative Assistant  
Mosier School Administrative Assistant  
Middle School Administrative Assistant  
High School Administrative Assistant

### GRADE D:

## SALARY SCHEDULE A-2

1. Scale effective July 1, 2017:

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
A	\$21.33	\$22.38	\$23.50	\$24.70	\$25.94	\$26.20
B	\$18.70	\$19.65	\$20.60	\$21.61	\$22.68	\$22.94
C	\$17.06	\$17.90	\$18.77	\$19.64	\$20.47	\$20.73
D	\$16.13	\$16.95	\$17.73	\$18.58	\$19.34	\$19.59

2. Scale effective July 1, 2018:

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
A	\$21.76	\$22.83	\$23.97	\$25.19	\$26.46	\$26.72
B	\$19.07	\$20.04	\$21.01	\$22.04	\$23.13	\$23.40
C	\$17.40	\$18.26	\$19.15	\$20.03	\$20.88	\$21.14
D	\$16.45	\$17.29	\$18.08	\$18.95	\$19.73	\$19.98

3. Scale effective July 1, 2019:

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
A	\$22.20	\$23.29	\$24.45	\$25.69	\$26.99	\$27.25
B	\$19.45	\$20.44	\$21.43	\$22.48	\$23.59	\$23.87
C	\$17.75	\$18.63	\$19.53	\$20.43	\$21.30	\$21.56
D	\$16.78	\$17.64	\$18.44	\$19.33	\$20.12	\$20.38

**Additional Agreement**

Mutual Respect – The Mutual Respect language will become School Committee Policy. The parties will determine if the current student anti-bullying policy could be amended to include school system employees. If not, a separate policy will be written by the parties and submitted to the School Committee for approval.