**Metadata header**

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**Bargaining Agency**  Amesbury School Committee

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear**  2000  **EndYear**  2003

**Source**  http://www.aftamesbury.org/AFTcontract.html

**Original_format**  PDF (unitary)

**Notes**

**Contact**

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**Full text contract begins on following page.**
Contract

Between the

Amesbury School Committee

and the

Amesbury Federation of Teachers,
Local #1033,
American Federation of Teachers,
AFL-CIO

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Memorandum of Agreement

This agreement made and entered into, effective September 1, 2000, by and between the School Committee of the Town of Amesbury (hereinafter referred to as the
"Committee") and the Amesbury Federation of Teachers, Local 1033 (hereinafter referred to as the "Federation").

Witnesseth

WHEREAS, the parties have entered into a collective bargaining agreement effective September 1, 2000, which Agreement was to continue in full force and effect until August 31, 2003, and

WHEREAS, the parties have been engaged in collective bargaining negotiations concerning an extension of said Agreement and have arrived at agreement and wish to extend said Agreement on the following terms.

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

ARTICLE I - UNION RECOGNITION, JURISDICTION AND DEFINITIONS

A. Union Recognition

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

B. Jurisdiction

The jurisdiction of the Union shall include the school teachers as defined in Unit B and the school nurses as defined in Unit C.

C. Definitions

1. The term "school" as used in this Agreement means any work location or functional division maintained by the School Department in which the education process is carried on.

2. The term "Principal" as used in this Agreement means the responsible administrative head of the respective school.

3. The term "Teacher" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article I.
4. The term "School Nurse" as used in this Agreement means registered nurses employed by the Committee to tend to its medical responsibilities to the students.

5a. The Committee shall prepare a seniority list which indicates the date on which all the members of the bargaining unit B and C were hired.

b. The Federation shall be supplied with the list which shall be kept current.

c. Seniority is based on the length of continuous service in the Amesbury school system. Service broken by retirement or resignation shall not be counted towards the determination of seniority.

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ARTICLE II - COMPENSATION

A. Basic Salary Schedule

1. The salaries of the members of bargaining Unit B are set forth in Appendices B, C, D, E and F which are attached to and made part of this agreement.

2. Effective September 1, 2000, all nurses shall be placed on the salary schedule attached hereto as Appendix F.

3. The current teacher's pay scale will stay in effect to which shall be added the wage increase set forth above. The parties agree to establish a sub-committee, consisting of an equal number of Federation and Committee representatives, to study the current teacher pay schedule with the goal of creating and recommending for ratification a revised salary schedule during the life of this agreement.

B. Increments for Advanced Credit

Increments for advanced credit shall be effective September 1 upon successful completion of courses.

C.

Differentials for Guidance Counselors/Department Chairs/K-12 Directors/Work Study Supervisor/Middle School Cluster/Lead Teachers and Team Leaders

1. Guidance Counselors shall be placed on a 1.05 ratio calculated on their positions on the salary schedule.

2. Department Chairs/K-12 Directors/Lead Teachers
a. **Step Salary**

1. $3,000
2. $3,600
3. $4,200

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

b. K-12 Director positions exist in the following areas: fine arts (music, art), world languages, health, media, guidance/counseling, school to work, and technology education.

c. High School Department Chair positions exist in the following areas: english, math, science, social studies, and physical education.

d. Administrative time for Department Chairs/K-12 Directors will be used for department work.

e. Department Chairs/K-12 Directors based at the high school will teach no more than fifteen (15) blocks one semester and ten (10) the other. The remaining five (5) blocks will be spent doing department business. The Committee and the Federation agree to work out details of a director who may be based at another school but have some teaching duties at the high school.

f. It shall be noted that Department Chairs/K-12 Directors and Lead Teachers will involve work beyond the hours specified in Article IV, Section K. 2.a. of the contract.

g. Department Heads/K-12 Directors/Lead Teachers will work an additional five (5) days per year at the discretion of the principal and/or Coordinator for Professional Development, Curriculum and Grants. These five (5) days will be in addition to the teacher work year.

h. The Superintendent may further reduce the teaching time of a Department Head/K-12 Director/Lead Teacher when the Superintendent warrants the need.

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3. **Work Study Supervisor**

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

4. **Middle School Cluster Leaders, Team Leaders**
Effective in September, 1994, Middle School Cluster Leaders shall receive a stipend of $2,000 per year, and Team Leaders shall receive a stipend of $1,500.

D. Extra-Curricular Activity

1. The amount of compensation as agreed upon by the parties is included in Appendix A of the Agreement.

2. If any new positions arise, adjustment of compensation will be mutually agreed.

E. Substitute Teachers/Nurses Pay

REGULAR SUBSTITUTES

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

YEARLY SUBSTITUTES

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

NURSE SUBSTITUTES

Nurse substitutes will be paid at the rate of $50 per day.

F. Methods and Time of Salary Payment

Salaries of regular teachers and nurses shall be paid in twenty-six (26) or twenty-one (21) bi-weekly installments, starting with the first pay period of the school year. Teachers and nurses who wish to change after initial notification must notify the Superintendent by July 1. If a teacher leaves or dies during the school year, he/she or his/her estate shall be entitled to a prorated share based on his/her period of service in relation to the number of weeks schools are in session during the school year minus the compensation already paid. All weeks during which the schools are in session shall be considered as containing five (5) days each, notwithstanding holidays or no-school days.

G. Approved Courses

1. Each teacher must take approved courses totaling six (6) graduate credits each six (6) years and receive a grade of "B" or better.
2. Teachers over fifty-five (55) years of age are exempt from the required six (6) graduate credits.

3. Teachers may be excused from this clause if the Department of Education requirements are more stringent than the collective bargaining agreement.

4. Effective during the 2000-2001 school year, tuition reimbursements of up to $500.00 will be given for each approved three credit graduate course taken by a teacher, and each course approved by the Superintendent that is taken by a nurse at a two or four year college and earning a grade of "B" or better. The number of courses to be reimbursed may not exceed four (4) for any teacher during a given year, and the total amount reimbursed for the school system shall not exceed $40,000.00 in a given year.

H. Anniversary Dates

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

I. Mileage Allowance

1. All teachers and nurses required by the nature of their employment to travel from school to school will be reimbursed at the rate of twenty-two cents ($.22) per mile.

2. For those staff members required by their job to travel between buildings or on school business, in order to be compensated, monthly forms are to be passed in to the Superintendent's office by the tenth of the following month, unless the tenth falls on a weekend, holiday or vacation period.

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

J. Teaching Before and/or After Established Work Year

No teacher or nurse shall be required to work before or after the work year. Teachers or nurses volunteering for work in their positions on open projects approved by the School Committee before and/or following the close of the established work year shall be compensated at a pro-rate of annual salary. All other voluntary programs shall be compensated at the rate established by the school committee. However, this will exclude the faculty meeting on the day before the opening of school.

K. Retirement Provision

A teacher or nurse who has continuously been employed by the Amesbury Public Schools for ten years may submit his/her written resignation for the purpose of retirement in advance and receive a longevity increment in his/her retirement year according to the following schedule. Such letter must be submitted to the Committee prior to December 15 preceding the first school year of which the retirement sequence begins. Longevity increment added to employee's current step of the salary schedule:
A teacher or nurse wishing to resign for the purpose of retirement with any exceptions to the above schedule must submit a written request stating reasons and circumstances for special consideration to the Amesbury School Committee.

L. Sick Leave Buy Back

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

Eligible teachers/nurses who desire to participate in this program will notify the Superintendent of their intention to retire by January 1 of the calendar year prior to the school year in which they intend to retire. If such notice is submitted in writing by January 1, then at the conclusion of the final year of teaching/nursing, all accumulated sick leave shall be eliminated and in lieu thereof the employee shall receive a lump sum payment in the amount of seventy-five (75%) of the current teacher or nurse substitute pay per day for each sick leave day surrendered if that teacher has averaged less than four (4) days of sick leave per year for each year of teaching/nursing in Amesbury, and fifty per cent (50%) of the current teacher or nurse substitute rate for each sick day surrendered for the employee who has averaged four (4) or more days of sick leave per year for each year of teaching/nursing in Amesbury.

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

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

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

M. Unused Sick Leave Credit

1. The Committee shall pay $100 to members of the bargaining unit if they are absent three (3) days of less during the school year.

2. Payment shall be made within the first month of the school year immediately following the school year in which the teacher had the low absence record.

N. Service Credits

Teachers

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$2,000  20 + years  Completed teaching experience in Amesbury

Nurses

$1,000  10-14 years  Completed nursing experience in Amesbury

$1,250  15-19 years  Completed nursing experience in Amesbury

$1,500  20 + years  Completed nursing experience in Amesbury

O. Horizontal Movement on Pay Scale

1. Teachers who anticipate a horizontal move on the pay scale must notify the Superintendent's office in writing by November 15 of the year preceding the September of movement. Teachers not complying will not be moved.

2. It is required that courses which are to be submitted for credit receive approval from the building principal and then be forwarded to the superintendent or his/her designee for final approval prior to being taken. Only those courses which are reasonably related to the teacher's field of work/discipline shall be approved for purposes of movement on the pay scale. If the course is not approved, it can not be used for credit towards a horizontal move on the pay scale.

3. Effective September 1, 2000 no employee shall receive a horizontal move on the pay scale on the basis of attaining any degree unrelated to the teacher's field of work or discipline in the Amesbury Public Schools.

P. Home Assessment Nurse

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

Q. Registration - Nurses

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

R. Workshop Instruction

Members of the bargaining unit who teach workshop sessions as part of the Professional Development Program in the Town of Amesbury shall be compensated twenty dollars ($20) per hour. Such payment will be paid within thirty days of the submission of an invoice.
ARTICLE III - FRINGE BENEFITS

A. Medical Insurance

The insurance plan offered by the Town of Amesbury for other personnel shall be granted to teachers and nurses. The Committee shall pay eighty percent (80%) of the cost of the plan.

B. Life Insurance

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

C. Pension

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

D. Tax-Sheltered Annuity

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

E. Worker's Compensation

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

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ARTICLE IV - WORKING CONDITIONS

A. Teaching Load; Teaching Programs

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

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

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

"Preparation periods" are those periods during which the teacher is not assigned to a regular programmed responsibility. Preparation periods shall be distributed in each school on an
equitable basis.

1. Grades 9-12

   a. A basic maximum of fifteen (15) teaching block per week. No teacher shall be assigned more than two subject preparations until all department members were assigned at least two. Third subject preparations shall be determined on a voluntary basis first. Teachers shall have five (5) preparation blocks per week with no administrative blocks (except on a voluntary basis the teacher will be compensated).

   b. For department chairs and directors a maximum of fifteen (15) teaching blocks per week for one semester and ten (10) for one semester in a given year or the equivalent thereof.

   c. Home Room Assignments

      (1). In grades 9-12 homeroom assignments shall be according to an annual rotation policy. Teachers not always in the building shall be excluded from homeroom assignments. Department chairs shall also be excluded.

      (2). The Federation is willing to modify this section for the length of the contract by mutual agreement with the high school principal and the Federation representative only in the matters contained in the first sentence of said Article IV, Working Conditions, Section 1.c. pertaining to homeroom rotation policy. The section pertaining to the homeroom assignments of certain teachers and department chairs shall remain in force as originally agreed upon.

   d. Preparations

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

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

   e. Examinations

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

2. Elementary School PreK-4

   a. Preparation periods shall be used for unassigned professional work.

   b. To the end of enriching curriculum, improving teaching service and providing preparation periods, the services of teachers of music, art, reading, physical education, library, etc. should be utilized.

   c. During the school year, each teacher in grades K through 4 shall be provided with at least one preparation period per day of no less than fifteen (15) minutes.

   d. Weekly preparation time for each teacher in Grades K through 4 shall be a minimum of 200 minutes.
3. Middle School 5-8

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

Special area teachers, i.e. home economics, industrial arts, music, art, computer specialist, academic enrichment and physical education teachers, might have subject preparations that cover all three grade levels. Grade level is to be considered analogous to the ability grouping taught by academic teachers.

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

c. Weekly preparation time for each teacher shall be a minimum of 200 minutes per week.

d. All preparation periods shall be no less than fifteen (15) consecutive minutes.

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

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

B. Duty-free Lunch Period

1. A duty-free lunch period of thirty (30) minutes shall be provided for all teachers and nurses.

C. Notices and Announcements

1. All official circulars shall be posted on school bulletin boards for the inspection of teachers and nurses.

2. Each teacher and nurse shall have access to a copy of the Rules and Regulations of the committee.

3. A copy of school programs should be accessible to the entire faculty.

D. Extra-curricular Activities

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

E. Scholarship Standards

1. The parties agree that closer study will be given to suiting the curriculum to the student and developing optimum teaching & learning conditions.

2. To the extent that the Committee's authority permits, pupils shall
not be kept out of class for activities associated with recreation and entertainment.

3. Regulations concerning the dismissal of students for athletic events are to be rigidly enforced.

4. Easy transfer of pupils from one teacher to another is to be banned.

F. Supervision

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

G. Training Teachers

1. Teachers cooperating in the training of student teachers shall be known as training teachers.

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

H. Teacher Files

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

2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by any teacher or nurse under the grievance procedure as outlined in the collective bargaining agreement shall not be placed in the personnel file of the teacher.

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I. Hiring of Substitutes

1. Employment of substitutes is the responsibility of the administration.

2. Substitutes shall be hired to cover classes of regularly assigned teachers when they are absent.

3. In emergency situations, when substitutes are unavailable, teachers required to teach during their preparation periods shall be compensated at the hourly rate of $20.00. This rate ($20) is for all work by teachers and nurses done at the direction of the superintendent or his designee for work over and above their daily duties.

J. Length of Work Day and Work Year

1. Effective with the 2001-2002 school year, the parties agree to accept a work year of 181 days. By the term “work year” the parties mean the days school is in session for students.

Effective with the 2001-2002 school year, the parties agree that teachers may be required to work up to five (5) additional days each year for workshop or in-service days in order to satisfy district needs and recertification needs. Those days will be no more than five (5) hours each and teachers and nurses will be compensated at the rate of $20 per hour. The first day of school for staff shall be considered one of the five (5) days but the parties agree that that day might not be considered for professional development or recertification. Additionally, if teachers are required to come back the day after the student's last day, than that day also might not be for professional development or recertification.

2. a. The work day for teachers shall be a seven (7) hour day for the high, middle and elementary schools. Where necessary, bus duty shall be worked out by the faculty of each building within the defined day or through a compensatory time arrangement.

b. The parties of this contract agree that the above work day may, on occasion, be insufficient to meet with the Superintendent, Principal or Special Needs Coordinator and to meet with pupils who may wish assistance or advice. The Superintendent, Principal or Special Needs Coordinator may each call one meeting per month for those teachers working directly under their respective supervision with reasonable notice for meaningful purposes.

c. In addition to the above, at the discretion of the principal, teachers may be required to remain on duty one day per week for forty-five (45) minutes beyond the normal student day to meet with parents and/or students who may wish assistance or advice.

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

4. a. Effective with the 2000-2001 school year, teachers may be required to attend a two (2) hour professional development activity that begins after the school to which they work closes for the day. For each school year, there will be no more than five of these two hour sessions scheduled.

b. Teachers and nurses attending the two hour workshops will be granted PDP's to be counted towards recertification.

c. No two hour workshop will be scheduled on Fridays or days before holiday weekends or vacations.
K. Safety and Health Standards

Within the authority of the Committee:

1. The school department shall comply with all Massachusetts safety laws.

2. Prompt repair shall be made of broken window panes and cords, and of broken furniture. Such repairs shall be made at a time so as not to disturb instructional classes.

3. Power equipment of the maintenance department shall be used only at a time when it does not disturb the class, or in emergency situations.

L. Assistance in Assault Cases

1. Principals shall report all cases of assault suffered by teachers in connection with their employment, to the Superintendent.

2. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the principal and Superintendent shall cooperate with the teacher involved in the investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under the law concerning the person or persons involved. Members of the bargaining unit will cooperate with the Superintendent in the investigation of the incident.

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

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M. Size of Instruction Group

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

N. Relief from Non-teaching Duties

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

O. Parent Conferences

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

P. Flexible Scheduling

1. When in the interests of the Amesbury Public Schools, the schedule of a teacher or nurse may be changed to meet the needs of a building or program

2. In order to make the schedule of a teacher or nurse different from others in the building, the Federation President will be notified

3. Participation in flexible scheduling will be strictly on a voluntary basis

4. Teachers on a flex schedule will return to the regular building schedule after the school
year is over unless both parties wish to continue the arrangement. If there are no volunteers for a properly posted position, the Superintendent may look outside for eligible applicants.

Q. Orientation Days

New hires shall report and work the two (2) days prior to the start of classes as orientation days, with exact assignment to be made by the Superintendent or his designee.

R. Equity

As a broad based mission statement, the School Committee and the Amesbury Federation of Teachers recognize the value of providing comparable working conditions for its employees assigned to different elementary school buildings within the Town, based upon and taking into consideration the individual needs and programmatic requirements of each school building and the concepts of site-based decision making.

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ARTICLE V - TRANSFERS, PROMOTIONS

A. Application for Promotion

1. When vacancies occur or are about to occur in higher positions or when new positions of comparable status are to be established, notice of such circumstances shall be posted in each building.

2. Qualifications, requirements, duties, salary, closing date and other pertinent information will be categorically set forth.

3. Applications will be accepted from the personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.

4. Where factors considered in items 2 and 3 are equal among a number of candidates, that candidate with seniority in the Amesbury Public Schools will be given priority consideration.

5. Such bids shall be in writing and will set forth the basis on which the applicant solicits consideration. Reasonable time will be allowed for such submission of bids. Five (5) work days will be allowed from date of posting in respective buildings. If additional time is offered to applicants outside the system, the same time will be allowed to members of the bargaining unit.

6. Women will be given equal consideration as men for promotion to positions as department chair, supervisors or principals.

B. Transfers

1. Notice of known vacancies shall be posted when they occur.

2. Teachers shall have the right to request transfer to another grade, subject, or school in Amesbury where an opening exists for which he or she is qualified.

3. No appointment shall be made to positions posted as vacant until pending transfer requests for such openings have been exhausted.

4. In the event that teachers are to be transferred between buildings, they shall be notified no later than June 1st of the preceding year that the transfer is to be effective. The school department shall supply all materials necessary for the move. The date may be waved in the case of an emergency and notification to the Federation President.
ARTICLE VI - LEAVES OF ABSENCE

A. Sick Leave

1. Teachers and nurses shall be allowed sixteen (16) days per year accumulative to 165 days.

   a. First Five Years

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

2. A teacher or nurse shall be entitled to use up to five (5) of their sixteen (16) sick days each year in case of emergency, illness or injury in the immediate family which requires a teacher or nurse 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.

   b. After Five Years

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

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

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

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

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

B. Sabbatical Leave

1. A sabbatical leave shall be granted only for personnel who have been teaching for seven (7) years in the Amesbury Public Schools. The number of leaves granted shall not exceed one (1) in any school year.

2. Applications from eligible applicants must be submitted prior to April 15 for leave beginning the following September.

3. Each application must include a proposed plan of study, travel or research, a statement of the applicant's professional purpose and the expected value to the Amesbury Public Schools.

4. In granting a sabbatical leave of absence, the Committee will take into consideration the recommendation of the Superintendent and the educational value to the Amesbury Public Schools.
of the proposed project.

5. Personnel granted a sabbatical leave of absence will receive one half (1/2) pay for one year. Professional teacher status, regular salary increments and status shall not be impaired.

6. Prior to the granting of such leave an applicant shall enter into a written agreement with the Committee that upon termination of such leave, he/she will return to service in the Amesbury Public Schools for a period of two (2) years and that in default of completing such service, he/she will refund to the Town of Amesbury an amount equal to such proportion of salary received by him/her while on leave as the amount or service not actually rendered bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on his/her record.

7. Employees shall be entitled upon their return to all benefits that were in place at the start of the leave.

C. Funeral Leave

1. Five (5) days maximum funeral leave shall be granted to teachers and nurses upon the death of anyone in the immediate family or anyone residing in the same household with the teacher or nurse. Immediate family shall mean spouse, children, parents, siblings, mother-in-law and father-in-law.

2. Funeral leaves shall be granted to at least one teacher/nurse per building in the cause of death of a retired teacher/nurse.

3. Funeral leave shall be granted upon request, to at least one teacher/nurse per building on the death of an active teacher/nurse.

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

D. Military Leave

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

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

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

F. General Leave

1. Leaves of absence, without pay, may be granted on account of prolonged illness, needed rest, child rearing necessities of the home and allied reasons; or they may be granted to regular teachers or nurses who are not eligible for sabbatical leaves of absence for the purpose of professional improvement.

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

   b. The salary status of a regular teacher or nurse on leave of absence without pay remains unchanged during the period of leave. No increments will be given for the
year of absence.

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

G. Personal Leave

1. Teachers/nurses shall be granted three (3) days of personal leave annually to be used for personal affairs that cannot be conducted during non-school hours. Such leave may not be accumulated.

2. Whenever possible, teachers/nurses shall give twenty-four (24) hours notice of such absence due to personal reasons on a form provided by the Superintendent's office.

3. Personal leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the Superintendent.

4. Personal leave will not be granted for recreation, vacations, job interviews, private business enterprises or political functions.

H. Alternative Employment Leave

1. An Alternative Employment Leave without pay or increment may be granted to teachers/nurses in the Amesbury School system under the following conditions:

   a. The teacher/nurse must have taught in Amesbury for five (5) years.

   b. Applications must be filed by April 1 with the Superintendent.

   c. The leave shall be granted for one school year only and teachers/nurses who desire to return to employment at the beginning of the following school year must provide notice of intent to return prior to April 1 of the school year that the employee is on leave.

I. Sick Leave Bank

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

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

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

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

The maximum number of days granted to an individual from the bank will not exceed 150.
An employee is required to have worked the prior school year in order to petition the Sick Leave Bank, unless he/she was a member of the bargaining unit who was out of work using their own accumulated sick leave from the Amesbury Public Schools.

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

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

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

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition

1. A "Grievance" shall mean a complaint by any employee or the Union that there has been a violation, misinterpretation, or unfair or unjust application of any of the provisions of this agreement.

2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.

3. The Union may initiate and process grievances under the following procedure, acting in place of the employee.

B. Adjustment of Grievance

1. Level 1 - Principal

   a. An employee may present a grievance to the Principal of the school within fifteen (15) school days following knowledge by the grievant of the act or conditions which is the basis of his 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 satisfaction resolution of the complaint. At the conference, the employee may be represented by the appropriate Union representative; but where the employee is represented, she/he must be present. Whenever a grievance is presented to the principal by the teacher or nurse personally, the principal shall give the Union representative the opportunity to be present and state the views of the Union.

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

2. Level 2 - Superintendent of Schools

   a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent of Schools within ten (10) school days after the decision of the principal has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 1.

   b. The Superintendent of Schools shall meet and confer with the aggrieved employee.
with a view at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Union representative shall be given at least five (5) school days notice of the conference and an opportunity to be heard.

c. Notice of the conference shall also be given to the principal of the school who may be present at the conference and present his/her views.

d. When the employee is not represented by the Union at this level, the Superintendent of Schools shall furnish the Union with a copy of the appeal from Level 1 together with notice of the date of the conference. In such cases, the Union may be present and state its views.

e. The Superintendent shall communicate his/her decision in writing together with the supporting reasons, to the aggrieved employee, and to any Union representatives who participated at this level within fifteen (15) school days after receiving the appeal, unless the Superintendent has a valid reason for later filing.

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

3. Level 3 - School Committee

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

b. The Committee shall meet with the aggrieved employee with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Union representative shall be given at least five (5) school days notice of the conference and an opportunity to be heard.

c. Notice of the conference shall also be given to the Superintendent and principal who may be present at the conference to state their views.

d. When the employee is not represented by the Union at this level, the Committee shall furnish the Union with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views.

e. The Committee shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and to any Union representatives who participated at this level within fifteen (15) school days after receiving the appeal.

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

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

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

(1) The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.
The provisions of the general procedures relating to Level 3 shall apply to any appeal to the School Committee from the decision of the Superintendent of Schools.

5. Time Limits

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

6. Adjustment of Grievance

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

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ARTICLE VIII - ARBITRATION

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

B.

1. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

2. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the Committee and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

C. The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring, or continue, and that it will not represent any employee in any grievance denied by the decision of an arbitrator.

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ARTICLE IX - UNION PRIVILEGES AND RESPONSIBILITIES

A. Fair Practices

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

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

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

C. Allowed Time for Union Negotiations

1. The principal shall recognize the Union building representatives of the Union in the school.

2. The principal, or Superintendent, will meet with a committee of the Union, if requested to do so, with adequate notice. Such meetings will take place at a time mutually agreeable to both parties.

D. Bulletin Boards

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

E. Union Meetings

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

F. Protection of Individual and Group Rights

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

2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor or processing a grievance on his own behalf in accordance with the Grievance Procedure, hereto set forth in Articles VII and VIII.

G. Information

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

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

H. Existing Laws and Regulations Preserved

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

I. Printing of the Agreement

The Committee and the Union agree to share equally the cost of reproducing the Agreement and in sufficient quantity to distribute a copy to each member of the bargaining unit employed by the Committee and to each member of the Committee and administration and additional copies as
ARTICLE X - HANDLING OF NEW ISSUES

A. Matters of Collective Bargaining not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

1. By the Committee

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

2. By the Union

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 introduced, debated, and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

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

ARTICLE XI - SAVING CLAUSE

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

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

ARTICLE XII - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

A. The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement.

B. In consideration of the terms of this agreement and the legislation that engendered it, the Union and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties during the terms of this contract.

C. If the Union disclaims such activities publicaly and in writing to the Committee, and advises the individuals concerned that the activity is illegal and in violation of the contract and instructs them to cease such activities, it will not be liable in any way therefore.
ARTICLE XIII - LAYOFF PROCEDURE

A. Reductions in Staff will first be made among those teachers in the department and/or classification to be reduced who have not obtained professional teacher status.

B. No professional teacher status teacher shall be laid off if there is a non P.T.S. teacher whose position the tenure teacher is qualified to fill.

C. Any teacher who is reduced from full-time to part-time status shall be compensated on a pro-rata basis.

D. If a reduction in a department and/or classification results in the layoff of a P.T.S. teacher, the teacher with the least seniority in the department and/or classification shall be laid off first provided that following factors, when applied to the next senior teacher, are at least equal to the teacher to be laid off:

1. Professional performance based upon written evaluations within the three (3) year period prior to layoff.

2. Current educational needs of the system based upon a teacher's ability to teach a course or courses or provide a specialized service of a professional nature.

List of specialized positions:

Academic Enrichment

Music

1. Vocal

2. Instrumental

Advanced Placement

Early Childhood (EK-R)

Special Needs Specialist

1. Hearing and Language

2. Vision

3. Audition

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

3. Professional Development (including courses taken at a college and graduate level; inservice and outside courses; committee and curriculum work; membership and participation in professional organizations and societies; writing for publication.

E. A displaced P.T.S. teacher can bump a less senior P.T.S. teacher in a department and/or classification in which the displaced teacher has certification provided that the factors set forth in paragraph D above, when applied to the displaced P.T.S. teacher, are at least equal to
the less senior teacher. In applying paragraph E, the superintendent can consider the specific courses taken at the college and graduate level as part of Professional Development to evaluate the fitness of a teacher with certification to displace a less senior tenure teacher in a department or classification.

F. Seniority is the length of continuous service in a permanently appointed professional position in the Amesbury Public Schools, including time spent on paid leaves of absence authorized under this Agreement. Teachers who have transferred to other departments and/or classifications shall maintain their overall seniority. Unpaid leaves of absence of one year or more shall not count in the computation of seniority but will not constitute a break in continuous employment.

G. P.T.S. teachers who have been laid off shall be entitled to recall to their former department and/or classification for a period of two years from the effective date of their layoff. During the recall period, teachers who have been laid off shall be notified of any openings in the former department and/or classification and offered employment on a last-out, first-in basis. During the recall period, teachers who have been laid off shall be given preference on the substitute list.

H. Recall notices will be sent to laid off P.T.S. teachers by registered return receipt mail to their last address of record, with copies being sent to the Union. A recalled teacher shall have seven (7) days after receipt of the recall notice to accept that position. A teacher who accepts recall may, upon request, be given an additional two (2) weeks to return to work if required to provide notice to his or her then current employer. If the teacher either rejects the recall offer or fails to respond to the recall notice, the teacher's name shall be bypassed on the recall list and the position shall be offered to the next person, if any, on the recall list. A teacher who rejects a recall offer or fails to respond to a recall notice for the second time shall be removed from the recall list and all rights of recall shall terminate.

I. To the extent permitted by law, teachers shall be allowed to maintain insurance coverage by paying the full premium to the Town during the recall period.

J. A list specifying the seniority of each member of the bargaining unit and any changes in the list of specialized positions shall be prepared by the Committee and forwarded to the President of the Union within thirty (30) days following the execution of this Agreement. Updated lists shall be supplied by the Committee annually thereafter. Any list submitted by the Committee will become final at the end of thirty (30) days following submission to the Union, and will not thereafter be subject to grievance or arbitration.

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ARTICLE XIV - AGENCY SERVICE FEE

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

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

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Under the laws of Massachusetts, the Committee elected by the citizens of Amesbury is charged with the responsibility for the quality of education of the Amesbury Public 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 Town of Amesbury. It is further acknowledged that the Superintendent of Schools of Amesbury has the responsibility for carrying out the policies so established.

ARTICLE XVI - DURATION

A. This agreement shall be effective as of September 1, 2000, and shall continue in full force and effect until August 31, 2003.

B. The parties agree that no later than October 1, 2002, they will enter into negotiations for a successor Agreement to become effective September 1, 2003. Negotiations for a successor Agreement will include any matters covered by this Agreement, and any other matters which the parties mutually agree to be negotiable.

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

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

APPENDIX A - Extra-Curricular Activities

Level I

High School Yearbook Advisor $1250

High School Newspaper

Class Advisors—Jr. & Sr. (4)

High School Drama Coordinator

Math Team Advisor

Middle School Literary Magazine Advisor

High School Student Council

Middle School Odyssey of the Mind

Cashman School Odyssey of the Mind/Destination Imagination
Elementary School Odyssey of the Mind

High School Big Brother/Sisters (1)

Middle School Drama Club

Peer Leaders (1 MS; 1 HS)

Level II

High School Audio Visual Coordinator $900

Middle School Audio Visual Coordinator

Cashman Audio Visual Coordinator

Elementary Audio Visual Coordinator

Horace Mann Audio Visual Coordinator

Middle School Communications Club

Middle School Newspaper Club

Middle School Student Council

Middle School Computer Club Advisor

Middle School Jazz-Rock Band Advisor

Middle School Melody Club

Middle School Academic Bowl Advisor

High School Student Advisory Council

Class Advisors-Freshman & Sophomores (4)

High School Honor Society

Middle School Math League

Middle School Yearbook Advisor

Elementary Drama Club

Cashman Continental Math League

Elementary Continental Math League

Cashman Student Council Advisor

Level III

Middle School Art Club $550
Elementary Art Club

World Language Culture Club

Camera Club

Middle School Ski Club

Middle School Child Care Club

High School Recycling

Cashman School Recycling Program Advisor

Elementary Recycling Program

**ADDITIONAL RESPONSIBILITY STIPENDS**

- High School Band Director $2050
- Middle School Camp Coordinator $800
- Assistant High School Band Director $600
- Middle School Band Director $700*
- High School Chorus Director $600
- Middle School Chorus Director $700*
- Cashman Chorus Director $600

Elementary & Middle School Intramurals $600 per session

**Other After School Programs**

- Middle School Homework Club $20 per hour
- Middle School Breakfast Club $20 per hour
- Elementary School Breakfast Clubs (2) $20 per hour
- P.A.S.S. $20 per hour

*Increased Concert Responsibilities

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APPENDIX B - Teachers Salary 2000–2001 #1

Year 1 2000–2001 Day 1–90
### APPENDIX C - Teachers Salary 2000-2001 #2

#### Year 1 2000-2001 Day 90-181

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### APPENDIX D - Teachers Salary 2001-2002

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### APPENDIX E - Teachers Salary 2002-2003

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### APPENDIX F - Nurses Salary 2000-2003

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IN WITNESS WHEREOF, the parties set their hands and seals this 26th day of June, 2000.

AMESBURY SCHOOL COMMITTEE

By: Nicholas Costello

Mayor

AMESBURY FEDERATION OF TEACHERS, Local #1033, MFT, AFT, AFL-CIO

By: Mark A. Allred, Sr.

President