

AGREEMENT

BETWEEN

THE NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES

AFFILIATED WITH

THE MASSACHUSETTS TEACHERS ASSOCIATION

CLERICAL UNIT

AND NORTHAMPTON SCHOOL COMMITTEE

212 MAIN STREET, NORTHAMPTON

MASSACHUSETTS 01060

COVERING THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022

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PREAMBLE

This Agreement entered by and between the School Committee of the City of Northampton, Massachusetts, hereinafter referred to as the Committee, and the Northampton Association of School Employees, hereinafter referred to as the Association, has as its purpose the promotion of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement, and to set forth herein the basic Agreement covering rates of pay, hours of work, and other conditions of employment to be observed by the parties of the Northampton School Committee and by the Northampton Association of School Employees:

ARTICLE I RECOGNITION

- 1.01 The School Committee hereby voluntarily recognizes the Northampton Association of School Employees as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all full-time and regular part-time clerical employees who are regularly scheduled to work at least 17.5 hours per week, including the Transportation Supervisor, but excluding the Secretaries to the Superintendent and School Committee, the Personnel Administrator, the Assistant Business Manager for Grants and Accounts, the Payroll and Staff Resource Coordinator and all other employees of the Northampton Public Schools.
- 1.02 Secretaries employed on a part-time basis will receive pro-rated salary, service credit and fringe benefits.

ARTICLE II MANAGEMENT RIGHTS

- 2.01 Except as expressly provided by a specific provision of this Agreement or by any applicable laws, the determination and administration of school policy, the operation of the schools and the direction of the members of this bargaining unit are vested, exclusively, in the School District. The enumeration of the management rights stated below shall not be deemed to exclude other rights of management not specifically set forth. The School District, therefore, shall have all rights not specifically restricted by this Agreement. The exercise of these rights shall not alter any of the express provisions of this Agreement, shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement; provided, this shall not limit the right to file a grievance concerning a violation of another express provision of the Agreement. The rights of the District shall include, but are not limited to, the following:

- A. to direct and conduct the educational affairs of the District and its schools, programs and departments;
- B. to direct and control all the operations and services of the District and its schools;
- C. to determine the organization, location and the number of employees of the District and its schools;
- D. to hire, appoint and promote employees, including the determination of qualifications and requirements (e.g., prior experience) for the position or promotion;
- E. to direct, train, supervise, and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation, subject to bargaining over the establishment of the evaluation instrument and the frequency of evaluations;
- F. to conduct mandatory professional improvement programs for employees, subject to Section 7.03;
- G. to evaluate and determine the educational curriculum;
- H. to schedule and cancel classes and courses;
- I. to determine the level of student competency;
- J. to determine, interpret and change job descriptions, subject to bargaining over material changes in the job description;
- K. to institute technological changes or to revise processes, systems or equipment from time to time;
- L. to determine the standards for neat and professional appearance of employees appropriate for employees in a public office;
- M. to create and change schedules, including establishment and change from time to time of schedule times and the determination of the number of schedules and the changing of the number of schedule, subject to Section 7.02;
- N. to increase, diminish, change or discontinue operations in whole or in part;

- O. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to, subject to Article VIII;
- P. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time; provided said assignments, reassignments, duties and job tasks are consistent with the clerical employees job description(s);
- Q. to schedule and enforce work hours, including the setting or modification of the daily and yearly school and class schedule, subject to Article VII;
- R. to assign schedules and to change scheduled assignments from time to time, subject to Section 7.02;
- S. to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, subject to Section 7.03;
- T. to grant and schedule leaves, including, but not limited to, vacation and personal leave and placement of employees on sick and administrative leave;
- U. to discipline, suspend, discharge or demote employees; subject to Section 16.02;
- V. to use and employ non-bargaining unit District employees, including managerial and supervisory employees, to perform bargaining unit work;
- W. to lay-off employees due to lack of funds or of work;
- X. to relieve employees due to the incapacity to perform duties for any reason provided permanent employees may use appropriate paid leave (if available) and subject to Section 4.01;
- Y. the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing;
- Z. to make, amend, and enforce rules, regulations, operating administrative and safety procedures from time to time as the District deems necessary, subject to impact bargaining;

- AA. to change employees' work hours, subject to Section 7.02;
 - BB. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;
 - CC. to determine employee classifications;
 - DD. to subcontract work;
 - EE. to alter, add to or eliminate existing methods, equipment, facilities or programs;
 - FF. to assign work sites; including the change of work sites from time to time, subject to Article VIII;
 - GG. to schedule and assign overtime, subject to Section 7.03; and
 - HH. to determine whether goods should be leased, contracted or purchased.
- 2.02 During an emergency (e.g., natural disaster), the District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

**ARTICLE III
SEVERABILITY**

- 3.01 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or applications 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. The parties will meet as soon as possible for the purpose of renegotiating the provision or provisions affected to insure compliance with the law.

**ARTICLE IV
NON-DISCRIMINATION**

- 4.01 In accordance with applicable Federal and State laws, the School District and the Association agree not to discriminate against any employee covered by this Agreement on the basis of age as defined by law, sex, race, religion, color, creed, physical handicap, national origin, marital status, genetic information, sexual orientation, or pregnancy or pregnancy-related condition.

ARTICLE V
NEGOTIATION PROCEDURES

- 5.01 During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desire, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 5.02 If the negotiations have reached an impasse, the procedures described in Chapter 763 of the Acts of 1965 will be followed.
- 5.03 When an agreement is reached, it will be reduced to writing and subject to ratification of the Committee and membership of the Association.
- 5.04 A Secretary representing the bargaining unit can be appointed to record transactions with no voice in the negotiations.
- 5.05 Following the formal reopening of negotiations for a successor agreement, if the Committee and the Association shall have failed to reach agreement, either party shall have the right to petition the State Board of Conciliation and Arbitration to initiate mediation and fact finding proceedings in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.
- 5.06 Before the Committee adopts a change in policy which affects wages, hours, or other conditions of employment, which are not covered by the terms of this Agreement, and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee within fifteen (15) days after receipt of said notice.
- 5.07 Any agreement reached with the Committee will be signed by the Committee and the Association, and will become an addendum to this Agreement. Three (3) copies of any agreement or addendum will be furnished to the Association.
- 5.08 Reopener: the parties agree to reopen the collective bargaining agreement on wages if in year 2 or 3 of the collective bargaining agreement there is an annual increase in net state education aid (Chapter 70 plus (+) School Transportation plus (+) Charter Tuition Reimbursement plus (+) Smart Growth School Reimbursement plus (+) School Choice Receiving Tuition minus (-) School Choice Sending Tuition minus (-) Charter School Sending Tuition) of more than 5% from the prior year.

**ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE**

- 6.01 **Definition.** Any claim by the Association or member or group of members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement; a violation of their or its right to fair treatment; a change in wages, hours, and/or working conditions; or a violation of any established policy or practice should be considered a grievance. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance and arbitration procedure. No grievance shall be initiated or entertained by the parties concerning questions of general classification and resulting salary schedule. Inequities as a result of applying the salary and classification schedule may be grieved.
- 6.02 **Time Limits.** All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.
- 6.03 **Procedure:**
- A. **Pre-Grievance.** A member with a potential grievance, along with an Association representative of the member's choosing, may seek out their supervisor and attempt to resolve a potential grievance verbally before the thirty (30) day time limit for filing at Level One lapses.
- B. **Level One.** Most building based members will file Level One grievances with their building principal. Itinerant staff or staff assigned to no school building will have a Director with whom they will file Level One Grievances. The term "supervisor" as used in this procedure means building principals or an individual member's directly responsible district level Director.

A member with a grievance will present it in writing to their supervisor either directly or through the Association within thirty (30) days of the grievable event(s), or when the individual or Association became aware of the grievable event(s) or when they should have been aware of the grievable event(s) that led to the complaint. The grievant shall set forth the nature of the grievance, shall

specify the section of the Agreement alleged to have been violated, and what relief is sought, and it shall be signed by an Association official and/or by the individual member initiating the grievance (a group of members may have the grievance signed by a designated member). The supervisor will meet with the member and an Association representative of the member's choosing within five (5) days of receipt of the member's written grievance. The supervisor will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.

- C. Level Two. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association within five (5) days after meeting with the supervisor at Level One, the member may present the grievance in writing to the Superintendent or their designee(s) within five (5) days of receiving the written response or following the date such decision was due if no decision was received. The Superintendent will meet with the member and an Association representative of the member's choosing within five (5) days of receipt of the member's written grievance. The Superintendent will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.

- D. Level Three. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association, the member may present the grievance in writing to the School Committee within five (5) days after the decision of the Superintendent or their designee was presented or following the date such decision was due if no decision is received. The School Committee or its designee(s) shall hold the hearing at the next regularly scheduled meeting of the School Committee and may render its decision in writing to the member and to the Association no later than ten (10) days following the date of such hearing. If the grievance involves an Appointing Authority matter, and has not been resolved at Level One or Two, as applicable, the Association may submit the grievance to arbitration and shall not submit the grievance to the School Committee.

- E. Level Four. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association after the procedures set forth above have been exhausted, the School District or the Association may, as the case may be, submit the grievance to arbitration within thirty (30) days from the date the final decision of Level Three of the grievance procedure was due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the School District and the Association, as the case may be, if they can mutually agree upon selection within fifteen (15) days after

notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance may be submitted by either party to arbitration in accordance with the American Arbitration Association's current rules.

Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

The decision of the arbitrator should be limited to the specific point or points of difference submitted to them. The arbitrator shall have no power to add or subtract from, modify, or amend any provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and shall be specifically enforceable against either party.

The arbitrator shall not render a decision contrary to state or federal law. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual written agreement, shall be requested to issue the decision not later than thirty (30) days from the date of the hearing or from the date of the submission of final briefs, whichever is later.

The cost of any arbitration proceedings and reasonable expenses incurred therewith shall be divided equally between the School District and the Association. Grievances may be settled without precedent at any stage of this procedure.

- F. Expedited Grievance Resolution Process. After a grievance has been appealed to Level Two, or, if the parties have agreed to initiate a grievance at Level Two, either the Superintendent or President of the Association may request in writing that a Joint Labor Management Committee be convened. Both parties must agree in writing. The committee will consist of at least two (2) individuals appointed by the Association, and at least two (2) individuals appointed by the Superintendent. The parties agree that representatives at the appropriate levels of the school department will be appointed to the committee. Experts, resource people, and others may also, at the request of either party, be asked to participate, and to provide information, but are not members of the Committee. The Joint Labor Management Committee will discuss the grievance, will research and share relevant information, and will develop appropriate resolutions acceptable to the parties. All decisions will be made by consensus.

Any discussion between the parties pursuant to the work of the Joint Labor Management Committee will be considered confidential and will not be admissible at any subsequent level of the grievance procedure.

If a grievance that has been referred to the Joint Labor Management Committee remains unresolved after fifteen (15) days following said referral to the Joint Labor Management Committee the parties agree that they will either, a) agree to the extended timelines, or b) the Association will, within five (5) days, resubmit the grievance to the Superintendent at Level Two. Thereafter, the timelines established at Level Two of the grievance procedure will be followed.

6.04 General Provisions:

- A. The District and the Association may process grievances under the Grievance and Arbitration Procedure set forth herein. The District and the Association acknowledge the right of either party to participate in the processing of a grievance at any level.
- B. The Association shall have the right to use in its presentation at any level of this Grievance and Arbitration Procedure any representative or representatives of its own choosing.
- C. The District acknowledges the right of the Association to be present in the proceedings of a grievance starting at Level One.
- D. An employee under this contract may present a grievance to their employer and have such grievance heard without intervention by the Association provided that the Association is afforded the opportunity to be present at each level of the procedure and that any adjustments made shall be consistent with the terms of the Agreement then in effect between the employer and the Association.
- E. No reprisals of any kind will be taken by the School Committee or Administration against any member because of their participation in the grievance process.
- F. The School Committee and Administration will cooperate with the Association in its investigation of any grievance to the extent permitted by state law, and further will furnish the Association with such information from the personnel file of the aggrieved member as is necessary for the processing of any grievance. The Association will likewise cooperate with the School Committee and Administration.

- G. The time limits set forth in this Article may be extended by written agreement of the parties.
- H. Provided that the parties agree in writing, Level One and Level Two of the grievance procedure may be bypassed and the grievance brought directly to the next level. This does not apply to grievances that involve an Appointing Authority matter. However, in those cases, the time limits set in Level One apply.
- I. All decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, setting forth the decision and the reasons thereof and will be transmitted promptly to the grievant and the Association.
- J. Failure, by the member and/or the Association representative, to move a grievance to the next level within the time limit established in this Article presumes that it has been satisfactorily resolved at the last level to which it has been properly processed.
- K. In the event that representatives of the district do not answer within time limits herein provided, the grievance may be presented directly to the next level of the grievance process.
- L. If, in the judgment of the Association, a grievance affects a class or group of members, the Association may submit a grievance in writing to the Superintendent directly and the processing of such grievances will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance and arbitration procedure even if the aggrieved group does not wish to do so.
- M. Only the District or the Association may move the matter to arbitration.
- N. When it is necessary, pursuant to Level Four of the Grievance and Arbitration Procedure, for an aggrieved member to attend a hearing held during a school day by an arbitrator he/she and an Association representative of the member's choosing will be released without loss of pay as necessary in order to permit participation in the foregoing activity.
- O. The cost of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

- P. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless otherwise required by law.

ARTICLE VII HOURS OF WORK

- 7.01 Full-time employees shall be those that work at least thirty (30) hours per week, exclusive of lunch time, Monday through Friday. The regular schedule for full-time employees shall be the same each day. Nothing in this Agreement shall prohibit mutually agreed upon flexible hours.
- 7.02 The School District reserves the right to alter the schedule within the hours of 7:00 a.m. and 5:00 p.m., at the discretion of the Principal and/or Superintendent, if the need arises and agrees to discuss (not negotiate) any proposed changes with the Association.
- 7.03 Premium Pay: The School District agrees to assign premium pay time on an equitable basis. Employees shall be available for premium pay time if and when necessary, and shall be paid at the rate of time and one-half (1 1/2) for any work performed after seven (7) hours in one day or thirty-five (35) hours in one week; provided, an employee who is regularly scheduled to work more than thirty-five (35) hours per week shall receive premium pay when required to work in excess of his/her regularly scheduled hours of work (e.g., an employee who is regularly scheduled to work 7.5 hours per day and 37.5 hours per week shall receive premium pay after 7.5 hours in a day or 37.5 hours in a week). Should an employee be required to work on a Sunday or a legal holiday, they shall be paid at twice the normal rate. Employees may request compensatory time off at time and one-half in lieu of premium pay. Compensatory time must be requested and approval obtained prior to working the premium pay time. Non-approval shall not be subject to the grievance procedure. Compensatory time earned must be recorded on an earnings worksheet and time card when earned. Compensatory time earned should be used promptly, may not accumulate in excess of thirty-five (35) hours at any time, cannot be carried from one fiscal year into the next and can be used only with prior approval so as not to unduly disrupt operations. The parties agree that to the extent practicable, Unit work shall be offered first to Unit employees, and that premium pay opportunities at meetings of boards, councils and committees, except "confidential" meetings, be rotated among volunteers from within the Unit.
- a. Elementary administrative assistants will receive \$15 per half day and \$30 per full day when working alone when school is in session.

7.04 Break Period: All members will have a fifteen (15) minute break period in the morning and a fifteen (15) minute break period in the afternoon. Break periods are part of the work day and will be taken in the appropriate areas provided within the existing building. (Lounges, etc.)

7.05 Responsibilities: Each member should exercise her/his employment in a manner consistent with the highest ideals of professional service.

All members are under the general supervision of the Superintendent of Schools and directly responsible to their respective Principal.

7.06 Absences: It shall be the duty of the member, in time of sickness, to notify the district substitute system at least one (1) hour before the start of duty and notify the supervisor directly if there is less than one hour before the start of duty.

7.07 Emergency School Closing: Whenever a school is closed, or the faculty and students released for any reason, for other than what is commonly called a snow day, the member in that building will also be released without loss of pay.

7.08 Inclement Weather: When school is cancelled because of inclement weather, 52-week employees are expected to report for work. To be paid for the full day, an employee must report within two hours of their normal report time and work for the rest of the day except if sent home, otherwise the employee shall be paid only for hours worked. In the event an employee does not report to work, they will be charged personal, vacation, or sick leave for the day. When school is cancelled because of inclement weather, "school year" employees may work.

When school is delayed (1 or 2 hours), in order to be paid for the full day, an employee (both school year and 52-week employees) must report within the announced delayed time and work for the rest of the day except if sent home; otherwise the employee shall be paid only for the hours worked. In the event an employee does not report to work, he/she will be charged personal, vacation, or sick leave for the day. In the event school is delayed, employees shall report at their regular time adjusted by the length of the delay.

In each case, the employee shall notify the Principal or their supervisor whether they want these days deducted from personal, vacation, or sick leave. If an employee has no personal, vacation or sick leave, the employee will be placed on unpaid status for the day. This shall not preclude an employee who is actually sick from using sick leave on a day when school is cancelled because of inclement weather.

7.09 Non-Clerical Duties: No member will make decisions or perform duties that are of an

administrative nature unless specifically directed by the Superintendent or respective Principal. No member of the bargaining unit shall be required to become or to remain a trained nursing-supervised, unlicensed delegate responsible for administration of medication.

ARTICLE VIII VACANCIES AND SECOND POSITIONS

- 8.01 When a vacancy occurs, notification of the position and salary paid for such position shall be sent in writing to each office covered by this agreement no less than ten (10) working days prior to the closing date of applications. The notice shall indicate the name of the school or building, the title (Civil Service Classification) of the available position, the specific duties of the position and the salary paid for such position.

Employees who wish to be considered for the position must make written application to the Superintendent of Schools or their designee on the form provided within the aforementioned ten (10) day period.

Vacancies will be filled by the Principal or Superintendent. In filling vacancies, the following criteria will be used:

- A. Overall performance and qualifications for the new position.
 - B. Length of service in present classification when being transferred within grade or to a different grade.
 - C. When all other factors stated herein are equal, employees presently within the system will be given preference.
 - D. Notice of any Civil Service examination will be posted in all offices thirty (30) days when possible before the examination to enable all members an equal opportunity to apply and take the Civil Service Examination.
 - E. All notices will also be published via the web page.
- 8.02 The School District reserves the right to fill a vacancy internally or through outside recruitment. If a vacancy is filled from outside sources, an employee who was not selected may obtain the reason(s) from the Superintendent, if the request is made in writing.

- 8.03 If a vacancy for a 52-week position is filled by an employee of the bargaining unit who is working on a school year basis, the employee's total service will be considered in applying benefits.
- 8.04 Permanent Civil Service appointments shall be made in accordance with MGL Chapter 31. Final work assignments will be made after internal applications for lateral transfers have been made pursuant to the criterion in Section 8.01.
- 8.05 In the event that the seniority of an employee must be bypassed, the reasons, therefore, shall be given to the employee in writing, if requested in writing within ten (10) days of the knowledge of the bypass.
- 8.06 Coaching/Extra Curricular/Summer School Positions
- A. Coaching appointments will be made for one (1) to three (3) year periods, subject to M.G.L. c. 71, s. 47A, after which each appointment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the season ends and applications will be received no later than four (4) weeks after the initial posting.
- B. Assignments to extracurricular activities will be made for one (1) to three (3) year periods after which each assignment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the activity ends and applications will be received no later than four (4) weeks after the initial posting.
- C. Non-teaching positions that do not require licensure in summer school, evening school positions, or summer/evening positions under federal programs, will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F, and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.
- D. Coaching positions that do not require licensure will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public

Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal. When a coaching appointment is offered to a teacher, it shall be made pursuant to Article V, Section D of the Unit A Labor Agreement.

- E. Non-teaching and non-licensed positions in summer recreation programs run by the school department will, to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.
- F. When appointments to such positions are offered, they will be in accordance with the pay schedules and/or stipends listed in the relevant contract.

**ARTICLE IX
HOLIDAYS**

9.01 Employees working on a fifty-two (52) week basis shall be paid for the following holidays:

New Year's Day	Veterans' Day
Martin Luther King, Jr.	Day Half day before Thanksgiving Day
Presidents' Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Last scheduled work day before Christmas
Independence Day	Christmas Day
Labor Day	Half day before New Year's Day as long as that
Columbus/ Indigenous Peoples' Day	half day is a regular work day

For holidays falling on a Saturday, employees will be granted the preceding Friday off and for those falling on a Sunday, they will be granted the following Monday off.

School Year Secretaries shall be paid for the following holidays: New Year's Day, Half day before Thanksgiving Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. For above holidays falling on a Saturday, employees will be granted the preceding Friday off and for those falling on a Sunday, they will be granted the following Monday off. To be eligible for the above Holidays, a School Year Secretary must be scheduled to work at least twenty hours (20) per week.

Effective FY17, School Year Secretaries shall be paid for Memorial Day.

Effective FY18, School Year Secretaries shall be paid for Veterans' Day and Martin Luther King, Jr. Day.

Effective FY19, School Year Secretaries shall be paid for Columbus/ Indigenous Peoples' Day.

Effective FY19, in school years when student instruction commences prior to Labor Day, School Year Secretaries shall be paid for Labor Day.

9.02 Reserved for future use.

9.03 On one-half (1/2) day holidays, the work day will end ten (10) minutes after the dismissal of students for school-based secretaries. For non-school-based secretaries, the work day will end at 12:00 Noon.

9.04 If schools are in full session on the day immediately preceding the holiday referred to in 9.01 and the employee is required to work beyond the one-half day, compensatory time will be granted at straight time, or shall be paid an amount equal to straight time pay for the extra time in addition to the day's pay.

9.05 Part-time (20-hours) employees shall receive a pro-rated rate of pay for holidays. Employees will have the option to make up missed time during the same pay period.

ARTICLE X WAGE SCHEDULE

10.01 The salary schedule for employees in the bargaining unit for the July 1, 2019 through June 30, 2020 CBA period appears in Appendix A.

10.02 Bilingual Stipend

A secretary or administrative assistant who is bilingual in a language relevant to the School District as determined and approved by the Superintendent of Schools shall receive an annual stipend of seven hundred and fifty dollars (\$750.00), prorated for any partial year service. This stipend shall be for day to day oral communications for families and students. It does not cover interpretative meetings over 60 minutes in length.

**ARTICLE XI
FRINGE BENEFITS**

11.01 Vacation Leave

The leave year covers the prior January 1 through December 31. Members of the bargaining unit employed on a fifty-two (52) week basis shall earn leave as follows:

- A. An employee may not begin the leave year with a leave balance in excess of twenty-five (25) working days.
- B. Normally, vacation requests will be submitted at least three (3) weeks prior to when the time off is desired. The approving authority will notify the employee within two (2) calendar weeks whether the request has been approved or denied. Vacation leave will not be unreasonably denied when school is in session, as long as there is no additional expense to the District.
- C. In the case of the death of a member of the bargaining unit who is eligible for vacation benefits, payment will be made to the estate or heirs of the deceased for the unused portion of the vacation leave.
- D. An employee who leaves the employ of the School Department shall be entitled to be paid for whatever leave balance exists as of the date of termination. However, no employee may be paid for more than twenty-five (25) working days of vacation leave.
- E. One year through four years of service: Two (2) weeks
Five years through nine years of service: Three (3) weeks
Ten years through thirteen years of service: Four (4) weeks
Fourteen years or more of service: Five (5) weeks

Part-time employees shall be entitled to an annual paid vacation leave credited on a pro-rata basis.

- F. Employees may not be paid for vacation leave carried over in excess of twenty-five (25) working days except that accrued vacation leave in excess of twenty-five (25) working days may be credited to an employee's accrued sick leave bank by a recommendation from the direct supervisor and approved only for unusual circumstances beyond the control of the direct supervisor and the employee, and subject to the approval of the Superintendent. In the event an

employee is out on workers' compensation and is unable to use their vacation leave, in order to avoid forfeiture, it shall be converted to sick leave and may be used as sick leave.

The direct supervisor or their designee shall be required to grant vacations in such a way as to avoid forfeiture.

11.02 Sick Leave

- A. Employees on a calendar year basis will accrue sick leave on the basis of thirteen (13) days per year: employees on a school year basis will accumulate ten and one-half (10.5) days per year. Sick leave will be credited by payroll period the employee is in pay status and may be accumulated without limit.
- B. Up to five (5) days per year may be used for illness of spouse, child, or parent, or any relative who resides in the household of the employee.
- C. In cases of the death of a member of the bargaining unit, the employee's beneficiary will receive the amount of money equal to 33 1/3% of the employee's accrued sick leave to be paid at full rate at time of death.
- D. In cases of suspected abuse or excessive use of sick leave privileges, the Superintendent may request the employee to furnish a medical certificate before approving payment.
- E. The School Department agrees to pay an attendance incentive of \$100.00 (one hundred dollars) to employees who have not used sick time during the calendar year. This payment is exclusive of 5 (five) annual "family illness" days, and employees must be employed by the City for 1 (one) full year to be eligible. This payment is also exclusive of any donated sick leave.
- F. Sick Leave Bank
 1. There shall be a Sick Leave Bank Committee. The Committee shall consist of the Vice-Chairperson of the Northampton School Committee, the Superintendent of Schools, and the President of the Northampton Association of School Employees. In addition to the President, the Committee shall include a non-voting representative from each of the bargaining units that make up the Association. The unit representative will participate only in the meetings that review the request from their unit. The Sick Leave Bank Committee will administer the provisions of the Sick Leave Bank.

2. The Sick Leave Bank will depend upon voluntary contributions from employees covered by this Agreement.
3. Bargaining unit members may become a member of the Sick Leave Bank by donating two (2) days within ninety (90) working days of the date that they first reported for work, provided that they have accrued days available for this purpose. If they have not accrued days, they shall be assessed the days as soon as they are accrued. To join, the member will notify the Human Resources Department, using the approved form.
4. After the initial donation, each year one (1) day will be added to the Sick Leave Bank by each member of the Sick Leave Bank. Any member of the Sick Leave Bank may withdraw from the Bank for a school year by giving written notice, using the approved form, to the Human Resources Department by November 1 of the school year during which they no longer desire membership.
5. The number of days in the Sick Leave Bank cannot exceed four (4) times the number of employees in the bargaining units. If the sick leave days in the Bank exceed three-fourths (3/4) of the maximum number of days at the end of any school year, the members of the Bank will not be required to make the annual one (1) day donation at the start of the school year. If the number of sick leave days in the Bank are depleted to one-half (1/2) or less of the maximum number of days, one (1) additional day for the Bank may be assessed each member.
6. If an employee who has not become a member of the Sick Leave Bank decides to join in a year subsequent to the year in which they could first have become a member, the member will notify the Human Resources Department by November 1, using the approved form. Their initial donation to the Bank must equal the total number of days that they would have donated through the years had they joined when first eligible. If they have not accrued days, they shall be assessed the days as soon as they are accrued.
7. No member of the Sick Leave Bank will be denied continuation of membership in the Bank if a long-term illness has caused exhaustion of their individual sick leave benefits, thus preventing annual required donations to the Bank.
8. A member of the Sick Leave Bank who has exhausted their individual sick leave benefits may apply for benefits from the Sick Leave Bank. Such benefits are intended to augment an employee's sick leave benefit in cases involving catastrophic or long-term illness or accident not covered by Workers' Compensation. In assessing any application, the Sick Leave Bank Committee may request such medical documentation as it deems appropriate and shall, in addition, consider the following criteria:
 - a. Demonstrated need of the applicant

- b. Prior sick leave usage
 - c. Relative needs of other applicants
 - d. Supply of days in the Bank
9. The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction shall be final and shall not be subject to the grievance/arbitration procedure contained in this Agreement. Any employee whose application is rejected or modified will, upon request, be granted a meeting with the Sick Leave Bank Committee.
10. By June 15 and November 15 of each year, the Human Resources Department will inform the Sick Leave Bank Committee of the number of days accrued in the Sick Leave Bank.

11.03 Bereavement Leave

In the event of the death of a member of the immediate family, or any person who resides in the household of the employee (including a relative of the second degree), the employee shall be entitled to five (5) bereavement days. Immediate family includes: spouse, child, step-child, foster child, grandchild, father, mother, father-in-law, mother-in-law, siblings, or grandparents as defined in the Family Medical Leave Act.

In the case of the death of a family member of the second degree (not residing in the employee's household), the employee will be entitled without loss of pay to three (3) bereavement days. Relatives of the second degree include: aunts, uncles, nephews, nieces, cousins, sibling-in-law, child-in-law, and grandparents-in-law.

Bereavement leave should be taken upon the death of the family member, or once services have been scheduled. Employees wishing to take a bereavement day should make their request through the District system. Approval will be made by the employee's immediate supervisor.

With the consent of their Supervisor and providing that it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the services of a deceased co-worker. A co-worker is defined as an employee who works in the same building or employees who have worked together for three or more years.

Employees are entitled to the above bereavement days each school year.

11.04 Personal Days

Five (5) personal days are allowed each year. These days are not subtracted from the

employee's accumulated sick leave. Such days will not be granted immediately before or after school vacations or holidays, unless requested in writing to the Superintendent and approved in writing by the Superintendent thirty (30) days in advance. Unused personal days in any calendar year will be added to an employee's sick leave days at the end of such calendar year, or upon the death or retirement of such employee. An employee will notify the district substitute system of their intent to use personal time at least twenty-four (24) hours before the personal day is to be taken. In the case of an emergency, employees shall notify the district substitute system at least one (1) hour before the start of duty and notify the school directly if there is less than one (1) hour before the start of duty.

11.05 Leave of Absence

- A. Any member whose personal illness extends beyond the period compensated, may, upon request, be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to one year.
- B. A doctor's statement attesting to the illness or recuperative period must be submitted upon request of the Superintendent or their designee. A maximum of one (1) employment year may be taken for illness. All employee benefits will be suspended except for medical and life insurance. During this period, the total cost of the premiums shall be paid by the member.
- C. Any employee in an unpaid status while on a leave of absence other than one attributable to FMLA or Workers' Compensation will be responsible for paying both the employee and employer portion of health insurance premium. Employees who are in an unpaid status, on any type of leave exclusive of FMLA or Workers' Compensation, will not accrue benefits during the unpaid portion of the leave.
- D. Upon return, a member will be assigned to the same position which was held at the time leave commenced. After a leave which is extended beyond one year, in Section A above, the employee may be placed in the same or similar position at the sole discretion of the employer.
- E. Other leaves of absence without pay may be granted by the Superintendent.
- F. For the purpose of clarification, being in "pay status" shall hereafter be defined as fifty percent (50%) of an employee's regularly scheduled work week or more.

11.06 Parental Leave

Employees will be eligible for parental leave in accordance with the provisions of

Massachusetts General Laws, C. 151B §4 and C. 149 §105D as interpreted and enforced pursuant to C. 151B §4 (11A).

Family and Medical Leave: The School Department/Committee and Association hereby agree to implement the School District policy, which is available in the Human Resources office.

11.07 Health Benefits and Life Insurance

During the term of this contract, the School District agrees to pay at least fifty percent (50%) of health and life insurance premiums for plans offered to the employees of the City of Northampton, except that the School District agrees to pay eighty percent (80%) of the premiums for hospital and medical coverage in the City of Northampton's group plans provided through health maintenance organizations.

The District shall offer a five thousand dollar (\$5,000) life and accidental death and dismemberment policy to bargaining unit members.

A bargaining unit employee is eligible for enrollment in any insurance plan whether life or health offered to the employees of the City of Northampton.

11.08 Dental Plan: The City agrees to implement a voluntary Dental Plan.

11.09 Flexible Spending Account: The City agrees to offer a voluntary Flexible Spending Account.

11.10 Workers' Compensation

In the event an employee receives compensation under the Workers' Compensation Act, the School District agrees to pay the employee, if the employee so elects, the difference between the compensation the employee receives and the employee's usual daily rate, such difference to be charged against the employee's sick leave account to the extent of accumulated sick leave earned.

11.11 Drug/Alcohol Free Work Place: It is the intent and obligation of the City/School Department to:

- A. Provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

- B. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on City/School Department premises or on City/School business is absolutely prohibited. Violations of this policy will subject an employee to disciplinary measures.
- C. Drug and alcohol dependency is recognized by the City/School Department as an illness and major health problem. The City/School Department also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans as appropriate. All contacts are confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.
- D. As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a Federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the Personnel Department within five (5) days after conviction. The City/School Department must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug/Free Workplace Act of 1988.

11.12 Light/Modified Duty: The School Department/Committee and Association hereby agree to implement the School District policy.

11.13 Indemnification: The Committee will compensate (irrespective of sick leave) for reasonable expenses or loss of time suffered by an employee during the performance of the employee's duties and inflicted by a student or any other person, provided the injury or loss of time was not a result of the employee's negligence. Any insurance reimbursement will be deducted from the indemnification granted. The Committee agrees to request the City Solicitor to defend a member of the bargaining unit in any court action brought against the member by a student or other person provided such action was directly related to the employee's performance in carrying out their duties.

11.14 Payroll Deductions:

- A. The Committee hereby accepts the provisions of Section 17A of Chapter 180 of

the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurer of Northampton all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.

- B. The Committee hereby accepts the amended provisions (amended by Chapter 785 of the Acts of 1969) of Section 178B of Chapter 149 of the General Laws of Massachusetts and in accordance with, shall certify to the Treasurer of Northampton, payroll deductions for making deposits in any credit union, provided that these deductions are for a contract year.
- C. The Association agrees to indemnify and hold the District harmless against any and all claims, suits or other forms of liability arising out of the application of this section

11.14. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the Business Manager.

11.15 Association Business: The Committee agrees that any member of the Association selected as an officer or delegate shall be allowed reasonable time off for the performance of such duties. The Committee shall not withhold pay from employees representing the Association in the discussion of grievances or negotiations with representatives of the School Department. The building principal or immediate supervisor, as the case may be, will be notified prior to the performance of such duty.

11.16 The Association may, with the approval of the Principal and in accordance with School District policy, use school facilities for meetings, etc.

11.17 Professional Improvement:

- A. It is agreed that members should attend professional conferences when possible to maintain awareness of current trends in education and promote professional growth. The governing principle should be the value to be derived from attendance at the conference to both the member and the school system. More than one member may attend a conference or workshop or engage in a school visitation by demonstrating the need to the Superintendent and the Committee.
- B. Members will be reimbursed for the reasonable expenses (including fees, meals, lodging and transportation) incurred by them when they attend workshops, seminars, conferences, or other professional improvement sessions at the request

and/or with the advance approval of their Principal and the Superintendent. Respective offices should include projected expenses in their budgets.

- C. Out-of-town travel by Association members who are on school business shall be reimbursed at the same rate as all city employees.
- D. Employees who must use their personal vehicle for authorized School Department business shall receive a mileage allowance at the Federal rate.
- E. The District will pay for registration, tuition, books, materials, and laboratory fees required by a school seminar, or short course, which are, in the opinion of the employee's direct supervisor, directly related to employment, provided the School Committee has allocated funds for such courses.

All books and other educational materials paid for by the District in accordance with the first paragraph of this Article shall remain the property of the District and will be returned to the direct supervisor at the conclusion of the course and retained for reference use by all employees.

The District agrees to pay examination fees and meal and travel expenses incurred by employees who the District mandates attend short courses and examination that will lead to certification or registrations required by State or Federal law, or the District for the employee's position.

11.18 Religious Observances

Up to a total of three (3) days during any school year will be allowed for religious observance. These days shall be deducted from personal leave, sick leave, or vacation days, if applicable. The employee shall notify the Superintendent's office whether they want these days deducted from personal leave, sick leave, or vacation days.

ARTICLE XII SENIORITY

- 12.01 An employee's seniority for benefit purposes shall be computed from the latest date of continuous hire by the School Department of City or technical vocation school with no break in service.
- 12.02 Civil Service seniority shall be in accordance with Massachusetts General Law Chapter 31.

- 12.03 Unit seniority for contract purposes shall be the length of service since the latest date of hire with the bargaining unit.
- 12.04 Leave without pay in excess of thirty (30) days in any calendar year shall be deducted from total seniority.
- 12.05 Employees who transfer with no break in service from the municipal employer and/or the Vocational School shall retain all benefits except seniority under their contract provided the employee is eligible for those benefits provided under this Agreement.

**ARTICLE XIII
NO-STRIKE NO-LOCKOUT CLAUSE**

- 13.01 It is agreed by the parties that during the terms of this Agreement or any renewal thereof, there shall be no strikes, lockouts, stoppages of work, or slow-downs concerning any matter in dispute arising out of this contract.

**ARTICLE XIV
REDUCTION IN FORCE**

- 14.01 In the event it becomes necessary to reduce the number of positions in the bargaining unit, the Committee agrees to give affected employees at least thirty (30) days' notice and the reduction-in-force will be conducted by classification and then seniority in accordance with the following procedures:
- A. In the event of a layoff, the School District shall, in its sole discretion, determine from which classification employees shall be laid off. Within each classification, the layoffs shall be by seniority.
 - B. A member who is separated will be placed on a recall list for a period of twelve (12) months from the date of termination. Recall will be in the inverse order of separation. All benefits to which a member was entitled at the time of lay-off shall be restored in full upon re-employment within the recall period.
 - C. Should any conflict exist between this Article and the provisions of Massachusetts General Laws, Chapter 31, the latter will prevail.
 - D. A member whose position is eliminated as a result of a reduction in force and is

reinstated within two (2) years shall have restored all sick hours that were accrued at the time of their termination.

Recall and/or reinstatement shall be by seniority in the reverse order of lay-off.

ARTICLE XV CIVIL SERVICE

- 15.01 The Association, in conjunction with City/School, agrees to endorse legal withdrawal from state Civil Service jurisdiction.

ARTICLE XVI DISCIPLINE AND DISCHARGE

- 16.01 A probationary period of twelve (12) months shall be established for initial appointment; provided, the probationary period for academic year employees shall be ten (10) months.
- 16.02 Non-probationary employees may be disciplined, demoted, suspended or discharged only for just cause. Discipline will be progressive and corrective and includes oral and written warnings, suspensions of increasing lengths and as a last resort, termination.

ARTICLE XVII RETIREMENT CREDIT

- 17.01 Upon retirement and after fifteen (15) years of service to the District, an employee shall receive payment at their current salary rate for thirty-three and one third percent (33.3%) of all unused accumulated sick leave to a maximum of \$5,500; provided, a bargaining unit employee for whom this calculation would result in a payment of more than \$5,500 as of May 15, 2006, shall receive payment not to exceed their calculation had they retired on May 15, 2006.

The member must advise the Superintendent of the employee's intention to retire at least thirty (30) days prior to retirement. This requirement may be waived by the Superintendent. If it is not, an appeal may be made to the School Committee.

An employee who provides at least one (1) year advanced notice of retirement and retires (application with Retirement Board must be submitted) shall receive upon retirement, a lump sum payment of five hundred and fifty dollars (\$550.00). If the notice is given at least six (6) months in advance, the employee shall receive three hundred dollars (\$300.00). No payment shall be made for any notification less than six months prior to retirement.

**ARTICLE XVIII
WORKING OUT OF GRADE**

- 18.01 When an employee in the clerical bargaining unit is assigned temporarily to a position with a higher rate of pay, the employee shall be entitled to receive the hourly rate for the position, hour for hour.

**ARTICLE XIX
MILITARY LEAVE**

- 19.01 Employees shall be entitled, during actual service as a member of the reserve component of the Reserve Armed Forces of the United States or as a member of the National Guard of the Commonwealth, to receive full pay and benefits from the City while so serving for any period during the calendar year not in excess of seventeen (17) calendar days less any amount received as military salary from either the Federal Government or from the Commonwealth for so serving. The reservist need only reimburse the city for military salary for those days corresponding with the employee's work schedule.

**ARTICLE XX
JURY DUTY**

- 20.01 An employee in the bargaining unit who serves on jury duty will continue to receive their regular pay from the District, provided the employee's supervisor certifies on the payroll that the employee is absent for jury duty and subject to the following:

When payment by the court is made, such payment, exclusive of travel or any other allowances, shall be refunded to the City by the employee in the following manner: the employee shall present to the Superintendent's Office either the check from the court, endorsed over to the City of Northampton, or a certification from the court to the amount paid together with the employee's personal reimbursement to the City.

An employee on jury duty shall be considered as being employed Monday through Friday.

**ARTICLE XXI
SUBPOENAED COURT LEAVE**

- 21.01 Employees will not suffer loss of pay, sick leave, or personal days for subpoenaed court appearance arising out of their employment. Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

**ARTICLE XXII
SEXUAL HARASSMENT POLICY**

- 22.01 The School Department/Committee and Association hereby agree to implement the School District policy.

**ARTICLE XXIII
MANAGEMENT/ASSOCIATION COMMITTEE**

- 23.01 A committee comprised of four (4) members of the bargaining unit shall meet with the Superintendent, or their designee, upon request of either party to discuss and make recommendations for improvement within the administrative and/or clerical areas of the school system.
- 23.02 The Committee shall have no power to negotiate, alter, or amend any of the terms of this Agreement.

ARTICLE XXIV LONGEVITY PLAN

- 24.01 Each full-time member of the bargaining unit shall receive longevity compensation as follows:
- A. Upon completion of five (5) years of continuous service a sum of one hundred dollars (\$100.00) shall be added to the employee's pay once each year thereafter through the ninth (9th) year of continuous service.
 - B. Upon completion of ten (10) years of continuous service a sum of five hundred dollars (\$500.00) shall be added to the employee's pay once a year and once each year thereafter through the fourteenth (14th) year of continuous service.
 - C. Upon completion of fifteen (15) years of continuous service a sum of six hundred dollars (\$600.00) shall be added to the employee's pay once a year and once each year thereafter through the nineteenth (19th) year of continuous service.
 - D. Upon completion of twenty (20) years of continuous service a sum of seven hundred dollars (\$700.00) shall be added to the employee's pay once a year and once each year thereafter through the twenty-fourth (24th) year of continuous service.
 - E. Upon completion of twenty-five (25) years of continuous service a sum of eight

hundred dollars (\$800.00) shall be added to the employee's pay once a year and once each year thereafter.

In case a temporary employee becomes a regular employee with no break in service, for purposes of this Article, the date of employment shall be the date of first employment as a temporary employee.

Full-time employees are those who work regularly at least thirty-five (35) hours per week.

Leave without pay (Suspension, leave of absence, and so forth) shall be deducted from creditable service.

24.02 Payment of longevity compensation shall be made on an annual basis and shall be paid on the last payday of the month in which the anniversary date occurs.

24.03 Longevity compensation shall be construed as regular compensation for the purposes of retirement benefits.

24.04 Longevity for part-time employees regularly scheduled to work less than 35 hours per week but 20 or more hours per week shall receive longevity according to the following schedule:

5 years – 9 years	\$	75.00	per year
10 years – 14 years	\$	375.00	per year
15 years – 19 years	\$	450.00	per year
20 years – 24 years	\$	525.00	per year
25 years +	\$	600.00	per year

24.05 When a part-time employee becomes a full-time employee, with no break in service, the date of service for the purpose of this Article shall be the date of first employment as a part-time employee.

ARTICLE XXV ENTIRE AGREEMENT CLAUSE

25.01 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this Agreement constitutes

the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE XXVI
RESERVED

Reserved.

ARTICLE XXVII
BIWEEKLY PAYROLL SCHEDULE

- 27.01 The Northampton Public Schools Clerical unit agrees to be compensated on a bi-weekly basis with proper notice.
- 27.02 All 10 month employees who have worked for the District for over three (3) years will have the option to be paid over 10 months or 12 months. This will take effect in year 2 of the CBA (2020-2021).

ARTICLE XXVIII
FAMILY MEDICAL LEAVE ACT

- 28.01 The Northampton Public Schools Clerical unit agrees to accept the Family Medical Leave Act.

ARTICLE XXIX
PART-TIME OR INTERMITTENT EMPLOYEES

- 29.01 Temporary employees who work less than ninety (90) calendar days shall not be considered members of the clerical bargaining unit.
- 29.02 Should a temporary employee exceed the ninety calendar day time limit, that employee will receive all the contractual benefits effective the first full payroll period following the 90th calendar day. Should the temporary position become a permanent position, the employer agrees to report said position as a permanent position.
- 29.03 Should an "intermittent" employee work one thousand (1,000) hours in twelve (12) consecutive months, that employee, while still being considered "intermittent," shall receive effective the next full payroll period, those benefits which a permanent employee would have received during that period.

**ARTICLE XXX
EVALUATIONS**

30.01 The Evaluation form is subject to bargaining.

**ARTICLE XXXI
TRAVEL ALLOWANCE**

31.01 Secretaries assigned to more than one (1) school in any one (1) day will receive either twenty dollars (\$20.00) per month reimbursement for all inter-school driving done by them or they may elect to be reimbursed at the mileage rate authorized by the City. Such election must be made at the start of the school year in September. For driving outside the City, reimbursement will also be at the rate authorized by the City.

**ARTICLE XXXII
CIVIL SERVICE WITHDRAWAL**


32.01 The Association agrees to endorse and support the City of Northampton's efforts to withdraw employees from Civil Service, provided that employees that are permanent Civil Service employees on the effective date of the withdrawal shall retain all applicable rights under Chapter 31 (Civil Service).

**ARTICLE XXXIII
DURATION**

33.01 This Agreement, effective July 1, 2019 will continue to remain in full force and effect to and including June 30, 2022 and shall thereafter automatically renew itself for terms of one (1) year each year unless by prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract. The party so desiring to negotiate a new agreement shall specifically inform, in writing, the other party regarding any changes to be sought in such negotiations. Upon receipt of such notice, the parties agree to meet for the purpose of negotiating a new agreement. In the event either party desires to negotiate a new agreement and one has not been agreed upon by June 30, 2019, this contract may be extended by mutual written agreement shall remain in full force and effect.

THIS AGREEMENT has been duly executed by the authorized representatives of the Northampton School Committee and the Northampton Association of School Employees:

SCHOOL COMMITTEE OF NORTHAMPTON

By  _____
Mayor David Narkewicz, Chairperson

NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES, AFFILIATED WITH THE MASSACHUSETTS TEACHERS ASSOCIATION

By  6/11/20 _____
Sadie Cora, President

Appendix A

FY20 2.00% COLA

SCHOOL CLERICAL

12 Steps with 2.5% between steps

Grade	Min	Max	Difference	% Diff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
AF-2E	19.41	25.48	6.07	31%	19.41	19.90	20.40	20.91	21.43	21.97	22.52	23.08	23.66	24.25	24.86	25.48
AF-1D	17.65	23.14	5.50	31%	17.65	18.09	18.54	19.00	19.48	19.97	20.47	20.98	21.50	22.04	22.59	23.15

FY21 2.00% COLA

SCHOOL CLERICAL

12 Steps with 2.5% between steps

Grade	Min	Max	Difference	% Diff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
AF-2E	19.80	25.99	6.19	31%	19.80	20.29	20.80	21.32	21.85	22.40	22.96	23.53	24.12	24.72	25.34	25.97
AF-1D	18.00	23.61	5.61	31%	18.00	18.45	18.91	19.38	19.86	20.36	20.87	21.39	21.92	22.47	23.03	23.61

FY22 2.50% COLA

SCHOOL CLERICAL

12 Steps with 2.5% between steps

Grade	Min	Max	Difference	% Diff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
AF-2E	20.29	26.64	6.35	31%	20.29	20.80	21.32	21.85	22.40	22.96	23.53	24.12	24.72	25.34	25.97	26.62
AF-1D	18.45	24.20	5.75	31%	18.45	18.91	19.38	19.86	20.36	20.87	21.39	21.92	22.47	23.03	23.61	24.20