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COLLECTIVE BARGAINING AGREEMENT

Between

EASTHAMPTON SCHOOL COMMITTEE

and

EASTHAMPTON EDUCATION ASSOCIATION (SUPPORT UNIT)

July 1, 2021 – June 30, 2024

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made between the Easthampton School Committee (Committee) and the Easthampton Education Association (Association), in accordance with the appropriate provisions of Chapter 150 of the General Laws of Massachusetts, as amended.

Should any provision of this Agreement be found contrary to law by a court of competent jurisdiction, the parties agree to meet to negotiate over the impact of said finding and the remainder of this Agreement shall remain in full force and effect.

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the School Committee or their agents by statute or any rule or regulation of any agency of the Commonwealth. For every matter not specifically mentioned or provided for in this Agreement, the Committee or their agents retains all the powers, rights, and duties that it has by law.

The Easthampton School Committee recognizes the Easthampton Education Association (an affiliate of the Massachusetts Teachers Association-National Education Association) as the sole bargaining agent for all full-time and regular part-time para-educators, health para-educators and licensed practical nurses; all permanent administrative assistants, except the Executive Assistant to the Superintendent/School Committee and Personnel Manager and the Financial Manager; COTA; and all custodial employees, but excluding all confidential, managerial, and all other employees of the Easthampton Public Schools.

The parties hereto agree as follows:

ARTICLE I
MANAGEMENT RIGHTS

1.1 The exercise by the Committee or their agents of any of the following rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Bargaining Unit.

1.2 The parties agree that the operation of the School Department and the supervision of the employees and of their work are the rights of the Committee acting through their agents. Accordingly, subject to the provisions of this Agreement and M.G.L C. 150E, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules, the determination of what and where duties will be performed, and of employees competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause without discrimination, are rights of the Committee or their agents.

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1.3 The Association agrees that the cleaning/maintenance of the Administration Building is not considered bargaining unit work and the School Committee acting through their agents is unrestricted in their right to subcontract said work.

1.4 The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee and their agents therefore retaining all rights not otherwise specifically restricted by this Agreement.

ARTICLE II
NO STRIKE

2.1 The Association and the members of the bargaining unit severally agree that during the term of this Agreement they will not for any reason directly or indirectly cause, encourage, induce, threaten, or engage in any work stoppage, slowdown, strike, withholding of services, or any interference with the operations of any of the functions of the Committee or of the Easthampton Public Schools.

2.2 The Association, recognizing and accepting its responsibility under the terms of this Agreement, agrees that in the event any members of the bargaining unit engage in any of the prohibited conduct described in paragraph 2.1, the Association shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any such member who engaged in conduct contrary to the provisions of this Article.

2.3 A member of the bargaining unit who engages or participates in any of the prohibited conduct described in paragraph 2.1 shall, at the discretion of the Committee or their agents, be subject to disciplinary action, including reprimand, suspension or discharge and such action if taken by the Committee or their agents, shall not be subject to the grievance procedure as provided in Article III provided however, that the fact of the participation of a member in such prohibited conduct shall be subject to the grievance procedure.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Definition

A grievance is any claim by the Association that there has been a violation of the terms of this Agreement.

3.2 Time Limits

All time limits set forth herein shall consist of consecutive days when the school system's administrative offices are open. Such time limits may only be extended by mutual agreement in writing.

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3.3 Presentment of Claims

At all levels above Level One grievances shall be presented only by the Association and only in writing and with the written consent of the employee involved, unless such grievance shall affect more than one (1) employee, which writing shall set forth with specificity the alleged violation of the terms of the agreement and the relief requested. No sole allegation that the contract has been breached generally shall be entertained.

A grievance claim must be presented at the appropriate Level within ten (10) days after the aggrieved person or the Association knew or should have known of the act or condition on which the grievance claim is based.

All grievance procedures shall be taken up after regular working hours.

3.4 Level One

Notwithstanding the requirement that grievance claims be presented only by the Association, an employee who claims a violation of the terms of this Agreement affecting himself or herself may discuss the matter informally with the employees immediate supervisor within thirty (30) days of the alleged incident causing the grievance or within thirty (30) days the employee/union became aware of the alleged incident causing the grievance. If the matter remains unresolved the member, following notification to the immediate supervisor may discuss the matter informally with the responsible principal or supervisor to whom the member is assigned.

3.5 Level Two

If the grievance is not resolved by the decision rendered at Level One, the Association within ten (10) days after the decision may submit the grievance to the responsible principal in writing pursuant to the terms of paragraph 3.3 above. In the event that the employee or employees affected are not responsible to an individual principal then such claim shall be presented to the members immediate supervisor, provided, however, that grievances directly affecting all employees or employees in more than one (1) school building may be presented directly at Level Three. The decision of the individual principal or immediate supervisor shall be presented to the Association in writing within five (5) days after its submission.

3.6 Level Three

If the grievance is not resolved by the decision rendered at Level Two the Association may within five (5) days after the decision of the responsible administrator at Level Two present the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall render the

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Superintendent of Schools' decision in writing within five (5) days after receipt of the grievance.

3.7 Level Four

If the grievance is not resolved to the satisfaction of the Association by the decision of the Superintendent of Schools at Level Three the Association may, within five (5) days after receipt of the Superintendents decision submit the grievance in writing to the School Committee.

In submitting such grievance to the School Committee the Association may request the Committee to grant it a private hearing before acting on the grievance in which event such a hearing will be granted.

The School Committee shall render a decision in writing within twenty-eight (28) calendar days after receipt of the grievance.

3.8 Level Five

If either party is not satisfied with the disposition of the grievance at Level Four or the Level Four time limits expire without the issuance of the School Committees written answer, then the Association may submit the grievance to arbitration by filing a written demand to arbitrate with the School Committee within twenty-eight (28) calendar days of receipt of the School Committee's decision. If said demand is not filed within the aforementioned time limits, the grievance will be considered settled under the terms as expressed in the School Committee's Level Four decision.

The Parties agree, for the duration of this Agreement, to select an arbitrator according to the procedures of the Massachusetts Board of Conciliation and Arbitration.

The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The award shall be final and binding on the School Committee, the Association, and the Grievant. The fees and expenses of the arbitrator shall be borne equally by the Parties.

The authority of the arbitrator shall be Limited to construing and interpreting the rights of the Parties, under the terms of this Agreement. The arbitrator shall have no power to amend, delete, or add to its terms. Nor shall the arbitrator render a decision, which shall infringe upon any of the reserved rights and duties of the School Committee.

The School Committee has the right to access this arbitration provision for violations of Article II (No-strike). To exercise this right, the School Committee

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shall give written notice to the Association and file a request for an arbitrator under the procedures of the Massachusetts Board of Conciliation and Arbitration.

3.9 Expenses incurred by the Association or any member of the bargaining unit in pursuing grievance procedures set forth in Section 3.1 through 3.7, inclusive, shall be borne by the Association and expense incurred by the Committee in administering said procedures shall be borne by the Committee.

3.10 Compliance with instructions

Pending final resolution of any complaint, the member shall comply with the instructions of the Principal or Assistant Principal, Director, Superintendent, or School Committee.

3.11 Records of Proceedings Kept Separate

All written communications, documents, and records relating to any grievance shall be maintained in a file separate from that of any member involved in the proceedings.

ARTICLE IV
WORK DAY/WORK YEAR

4.1 The length of the work day and work year of each employee covered by this Agreement will be determined at the sole discretion of the School Committee upon the recommendation of the Superintendent of Schools. Each employee covered by this Agreement will be notified by August 1, preceding the start of each school year, of the employee's starting and dismissal times and of the scheduled work year.

4.2 The exercise of the above-referenced discretion will include but not be limited to specifying the number of and which days are to be worked and setting the daily starting time and dismissal time of each employee. Effective July 1, 2021, the normal workday of full-time licensed practical nurses shall be 7.0 hours.

The current work year of fulltime para-educators, health para-educators, and licensed practical nurses is 182 days and the normal workday of a full-time employee is 6.5 hours. Effective July 1, 2018, five (5) minutes shall be added to the work day of full-time para-educators and LPN's. The current work year of fulltime COTAs is 185 days and the normal workday of a full-time COTA is 6.8334 hours.

Permanent administrative assistants are employed on a twelve (12) month basis or on a ten (10) month basis. All full-time permanent administrative assistants shall render service to the extent of seven (7) hours daily of continuous time (excluding a lunch period not to exceed one (1) hour daily) or thirty-five hours

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weekly. Permanent part-time administrative assistants shall be classified and placed on the proper step of the pay scale and paid on an hourly basis at that rate.

4.3 The following exceptions to the provisions of 4.1 and 4.2 shall apply:

A. The work year of para-educators, health para-educators, and licensed practical nurses shall not be involuntarily extended beyond 185 days except by the effect of legally enforceable action on the part of state and federal government or through collective bargaining.

B. Employees in the Bargaining Unit shall have their hours and/or days reduced only under the provisions of Article XVII, herein.

C. No employee shall have the employee's hours of work reduced or eliminated for the purpose of avoiding or reducing eligibility for medical or retirement benefits.

4.4 If an employee is required to work beyond the employee's regularly scheduled workday, the employee will be compensated at the employee's hourly rate, provided such required work has been authorized by the building principal or Superintendent of Schools.

4.5 Administrative assistants shall receive rest periods equal to fifteen (15) minutes in the A.M. and fifteen (15) minutes in the P.M. during the working hours of any one (1) working day, which shall be part of the daily hours and duty free.

The following provisions apply to custodial employees:

4.6 Months of Service - School custodians are employed on a twelve (12) month basis except for part-time personnel who are employed on an hourly basis.

4.7 Hours and Days of Service - and days of service are regulated according to the tasks to be performed.

4.8 Hours of the day, exclusive of the lunch period, shall not be more than eight (8) nor shall the days of the week (exclusive of weekends) be more than five (5), except when determined by the Superintendent or his/her representatives upon the recommendation of the Principals or other administrators that additional time for custodial service is needed.

4.9 In such cases when additional service is needed, or in the event custodians are required to render emergency service, custodians shall be granted overtime pay for work beyond forty (40) hours in any one work week except that the need for overtime work must be requested by the custodian(s), Director of Maintenance, and/or Principal; and approved in the first instance by the Superintendent of Schools, and thereafter, if necessary, by the Superintendent of Schools.

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Payment of overtime may be on a cash/monetary basis or a compensatory time basis, both of which shall be at one and one-half (1 ½) time the custodian's regular hourly rate of pay. Selection of the method of overtime payment shall be by mutual agreement; if no agreement is reached, overtime shall be paid on a cash/monetary basis.

Compensatory time may accrue to a maximum of thirty (30) hours, effective July 1, 2011. Employees who have accumulated more than thirty (30) hours will retain their current accumulation until used, but may not accumulate additional compensation time.

Overtime assigned for non-school groups which pay for such services must be taken on a cash/monetary basis.

In the event additional or emergency overtime service is assigned for a legal holiday, then such service shall be compensated for at double the member's usual hourly rate. For the purpose of this section, legal holiday will mean the day on which the holiday is recognized and celebrated on the school calendar. (See memorandum date September 13, 2006).

4.10 The normal work day for daytime custodians shall be such period of eight and one half (8.5) consecutive hours beginning no earlier than 5:00 a.m. and ending not later than 5:00 p.m. as may from time to time be assigned by the Superintendent of Schools. Of such eight and one half (8.5) hour period, one-half (1/2) hour is for duty-free lunch and eight (8) hours (except for rest period) constitute the working portion of the day. The time the lunch period shall occur will be mutually agreed upon by the employee and the Director. If mutual agreement cannot be reached, then the Director shall decide when the lunch period shall occur.

The normal work day for evening custodians shall be such period of eight and one-half consecutive hours beginning not earlier than 1:00 p.m. and ending not later than 12:00 midnight as may from time to time be assigned by the Superintendent of Schools. Of such eight and one-half hours work period, one-half hour is for lunch and eight hours (except for rest period) constitute the working portion of the day.

4.11 Lunch period shall not exceed one (1) hour daily for daytime custodians and one-half hour daily for evening custodians, and will be duty-free except that in buildings with more than one custodian at least one custodian must be in the school and available during all periods and except that in emergencies (as determined by the custodian, the custodian in charge of the building, or the building principal) services shall be rendered. In buildings with one custodian, it is acknowledged that the building will be understaffed during custodians lunch periods. In an emergency, the building principal or the Director of Maintenance

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can require the lunch period be changed. The length of the lunch period will be agreed to by the principal/Director of Maintenance, and the custodian.

4.12 Two (2) rest periods/breaks, no longer than ten (10) consecutive minutes in each half of any one working day, shall be part of the daily hours and duty free except as declined for lunch periods above. Custodians cannot leave the site during rest periods/breaks.

4.13 Additional Duties - In addition to regular duties, school custodians shall function in their regular capacities during times when the school facilities are used for school purposes following the regular school day and when facilities are used by "outside" groups if, as, and when assigned by the Superintendent of Schools, or their immediate supervisor. When custodians are assigned to such service, they shall be paid overtime, as defined in Section 4.9. Custodians will be paid double time on Sundays.

4.14 In addition to regular duties, custodians are required to respond to emergency callbacks. A minimum of four (4) hours pay will be made for emergency call-backs occurring between 12:00 A.M. and 5:30 A.M., all other call-backs will be paid a minimum of two (2) hours. If such call-back results in a work week over forty (40) hours, hours over forty (40) shall be paid at time and one-half, otherwise payment for callback shall be at regular hourly rate.

4.15 Payment for overtime will be received no later than two (2) pay periods after the submittal of the appropriate documentation.

ARTICLE V
EMPLOYEE ASSIGNMENTS/TRANSFERS

5.1 All employee assignments to work locations will be made by the Superintendent of Schools, provided they are qualified for the new position based on experience, evaluations, and training.

5.2 Should an employee be considering a transfer to another position, a period of time to experience the job may be granted for a reasonable duration, to be determined by the Superintendent. During this time, no permanent vacancy will be created. The employee will be compensated at an appropriate rate of pay for the number of hours worked in each position.

All requests for transfer within the bargaining unit will be considered on ability, qualifications, and length of service. Only when ability and qualifications are relatively equal, will length of service be the determining factor in granting the request. The Superintendent in conjunction with the Building Principals will retain solely in their discretion the right to grant or deny any and all requests for transfer.

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The power of appointment, promotion, transfer, assignment, and removal is specifically reserved to the Superintendent and the Building Principals, as granted by law, in their sole discretion. In the event a member is promoted to a higher classification, such appointee shall be placed on the salary scale for the new classification at the same experience level the employee had previously attained.

5.3 When an employee transfers from another city department, their years of service to the city will be counted toward determining the employee's level of benefits (i.e. vacation and personal days). The employee will also be credited with the number of sick days on the city books as of the date of transfer. Prior service to the city will not be a factor in calculating seniority as used for RIF purposes (Article XVI).

ARTICLE VI
EMPLOYEE PERFORMANCE EVALUATION

6.1 All monitoring or observation of the work performance of an employee will be conducted openly and with the knowledge of the employee. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. Supervisors may create corrective action plans for employees based on the outcome of the evaluations.

6.2 Employees will have the right, upon request, to review and make copies of the contents of their personnel files, excluding confidential recommendations rendered upon initial employment. The employee will be entitled to have a representative of the Association accompany the employee during such review.

6.3 Whenever material relative to an employee's conduct, service, character, or personality is placed in the employee's personnel file, the employee will have the right to submit a written comment on such material and the employee's answer shall be reviewed by the Superintendent and attached to the file copy.

6.4 Any written complaints regarding any employee made to any member of the Administration by any parent, student, or other person will be called to the attention of the employee, within a reasonable period of time.

6.5 No employee who has completed the employee's probationary period will be disciplined, reprimanded, reduced in rank or compensation or denied any professional advantage without just cause.

6.6 The performance of each member of this bargaining unit will be evaluated annually. The criteria and form to be used will be developed by the Superintendent of Schools. The Association will be advised of any contemplated changes in the evaluative instrument so that they can exercise their bargaining rights regarding mandatory subjects of bargaining. The current evaluation forms are attached to the contract.

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Evaluation Process for Para-educators, Health Para-educators and Licensed Practical Nurses –

6.7 The building administrator will be the primary evaluator with input provided to him or her by the classroom teacher and the SPED Director.

6.8 Each para-educator will be evaluated annually.

6.9 Each Para-educator will be evaluated by the principal of the building to which he/she is assigned. Teachers will provide input to the principal as the principal requests, but will not be responsible for the formal evaluation.

6.10 The building principal will use information from the supervising teacher(s) in formulating the final evaluation.

6.11 The building principal will meet with the para-educator to discuss the evaluation.

6.12 The para-educator will sign the document as evidence of receipt of the evaluation.

6.13 Evaluation will be based on the job description of the position held by the employee being evaluated.

6.14 Any rating of 3 or 4 by the evaluator will require specific comments that explain the rating and specific recommendations to correct the deficiencies in performance.

6.15 The evaluation process will be completed by June 1.

ARTICLE VII
PROBATIONARY PERIOD

7.1 During the first six months, a newly hired employee shall be classified as probationary employee and as such shall be entitled to the benefits and privileges afforded by this agreement, unless specifically negated elsewhere in the agreement, but shall not be entitled to invoke the provisions of the grievance procedure nor any other process in the event the Superintendent, in conjunction with the building principal, if appropriate, determines to terminate said employee's employment while a probationary employee. The Superintendent and Principal, where appropriate, reserve the right to discipline or discharge any employee for just cause.

7.2 Each newly hired employee will review the specific job requirements with the employee's immediate supervisor on or about the first day of work. If the employee is not adequately fulfilling the job requirements at any time within the

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probationary period, the employee will have a conference with the immediate supervisor (conference shall include the Bargaining Unit President or designee). At that time the employee will be told that the employee will be terminated if sufficient improvement is not achieved during the following twenty (20) working days, and may be so discharged if the employee does not make the required improvements.

ARTICLE VIII
ZIPPER CLAUSE

8.1 The Parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the Life of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement. However, this will not preclude the Parties from mutually agreeing to amend this Agreement at any time.

8.2 No modification, variation, addition to or deletion from the terms of this Agreement shall be binding on the parties, unless agreement is made in writing and executed by the parties.

8.3 Any previously adopted policy, rule or regulation of the Committee which is in conflict with a provision of the Agreement shall be superseded and replaced by this Agreement; provided, however, that no provision of this Agreement shall operate retroactively, unless the parties agree otherwise.

ARTICLE IX
CONTINUOUS ACCUMULATION OF BENEFITS

9.1 All leave requests must be in writing before leave is taken, unless otherwise stated. Letters of request or notification may be mailed, forwarded by interschool mail delivered in person or hand carried by others at reasonable times, or transmitted by other convenient means.

9.2 Leave policy is granted to protect employees against financial loss during periods of illness, personal emergency, occupational improvement, and vacation time. Leave policy precludes compensatory salary payment to the employee for privileges not used. Salary shall be paid, where provided, only when authorized leave has been taken. Unless otherwise provided, all unused leave privileges shall

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cease to be applicable at the end of the employment year. However, leave privileges shall begin anew or continue to accumulate as provided herein, at the outset of the new employment year. Wherever indicated that the use of leave benefits is suspended and unless otherwise stated, such benefits shall continue to accumulate as though actual service was not interrupted. Use of such benefits shall continue upon the resumption of duty. Suspension of use of benefits shall not include Health and Life Insurance. The amount of "TIME AS NEEDED" shall be determined and allowed at the discretion of the Superintendent of Schools, but shall not exceed the allowable number of authorized leave days.

ARTICLE X
PERSONAL ILLNESS AND INJURY

10.1 Sick Leave with pay is granted solely for the purpose of protecting the member from financial loss caused by the member's personal illness or injury.

10.2 As occurring day-by-day, sick leave shall be granted by the employee's immediate supervisor or administrator upon oral notification of illness. Such leave shall be granted only to employees unable to perform their duties as a result of sickness or injury. Notification of absence shall be given by the employee as early as possible on the first day of absence and daily thereafter. Daily notification shall not be required in the event an employee notified the administrator of extended absences. If such notification is not made such absence may be applied to absence without pay. For any period of absence on account of illness, or if abuse is suspected, a doctor's written certification of illness may be required of the employee by the immediate supervisor of central administration or building principal in which case the member must comply if sick Leave benefits are to be paid.

10.3 Part-time employees shall receive prorated sick leave.

10.4 An employee who with illness or recuperative period which is anticipated to extend beyond fifteen (15) continuous days following the last paid sick leave day must request prior to that date a leave of absence, without pay for the time deemed necessary for recovery. A doctor's statement attesting to the illness or recuperative period must be submitted (by the doctor) upon request of school officials. Time As Needed: One Employment Year, Maximum. All benefits suspended, except Medical and Life Insurance during which period the total of the premiums shall be paid by the employee.

10.5 An employee will be entitled to use any of their annual sick leave days (i.e., up to fifteen (15) or eighteen (18) days as applicable) each year for the purpose of illness or emergency in the immediate family as defined in Article XI.

10.6 Sick Leave Bank - An employee, who has exhausted the employee's individual sick leave due to a catastrophic illness or accident, may request that a special sick leave account be established on the employee's behalf. Upon request, the

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Superintendent shall establish said account, which shall consist of voluntary donations, not to exceed one (1) personal day for each member of the Sick Leave Bank Unit who elects, in the member's sole discretion, to make a donation. An employee shall be entitled to that number of days, voluntarily donated by members of the Sick Leave Bank Unit, to be used as sick leave during the period of illness or incapacity. A decision to donate or refrain from donating to an employee's special sick leave account shall not be subject to the grievance/arbitration provision of this Agreement. No employee may make more than one (1) request during the employee's employment with the Easthampton Public Schools. The Sick Leave Bank Unit will consist of administrative assistants, custodians, and para-educators.

Para-educator

10.7 Sick Leave with pay shall be credited at the rate of one and one-half (1 ½) days for each month in the employee's work year and shall accumulate to a maximum of one hundred and fifty (150) days for ten (10) month employees, and one hundred and seventy (170) days for 12 month employees. Sick Leave credit will begin on the first day of the month following employment and will accumulate each calendar month thereafter.

Any employee having an aggregate of more than four (4) days of absence without pay in any calendar month shall not accumulate leave credit for that month unless the absences are part of an approved leave of absence.

10.8 In the event an employee is absent in the early part of the school year on one or more occasions under circumstances which would entitle the employee to sick leave benefits, but for the fact that the employee had accumulated no sick leave credits as of the time of the absence, then sick leave credits earned thereafter in the same school year may be applied retroactively, if the employee wishes, to the absence or absences in question. The employee must convey the request in writing to the Superintendent for such retroactive application.

10.9 An employee who has accumulated maximum number of sick days shall begin the next employment year by using the number of allowable sick days for that year before beginning to use the one hundred and fifty (150) or one hundred and seventy (170), as applicable, accumulated days.

10.10 For more than five (5) continuous work days of absence a doctor's written certification of illness must be submitted to the Central Office if sick leave benefits are to be paid.

ARTICLE XI
BEREAVEMENT LEAVE

11.1 In the event of a death of a member of the employee's immediate family, viz: spouse, child, father, mother or domestic partner. A Domestic partnership is a couple who has lived together for at least two years, are financially

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interdependent, are not blood relatives in a way which would bar marriage, are at least 18 years old, and are not legally married to another person. Notification of such leave should be provided to the Superintendent and Principal as soon as practical. The employee shall be granted five (5) consecutive days leave with pay. Additional time for travel may be approved, without pay, at the sole discretion of the Superintendent of Schools. Similar benefit may be approved by the Superintendent of Schools at the Superintendent of Schools' sole discretion in the event of the death of a relative by blood or marriage of an employee who may not meet the foregoing definition of immediate family, but who had resided within the employee's household. Requests for bereavement leave shall specify in writing the name and relationship of decedent.

11.2 In the event of a death of the employee's aunt, uncle, niece, nephew cousin, the employee shall be granted up to three (3) days paid leave.

11.3 In the event of death of other blood relatives or other relatives by marriage, the employee shall be granted up to one (1) day paid leave to attend the funeral.

11.4 In the event of the death of a member in active service, a reasonable sized delegation, as determined by the Central Administration following recommendation by the Association, shall be selected to attend the funeral services as representative of all schools. In addition, an appropriate epitaph prepared by the Association may be read in each school on the day of the funeral.

11.5 Interment service for person in a member's immediate family, one (1) person from the school to which the member is assigned. TIME AS NEEDED UP TO ONE (1) FULL DAY EACH TIME.

11.6 Part-time employees shall be entitled to the pay they would have received for working any day(s) taken for bereavement purposes for the above-mentioned relatives.

ARTICLE XII
PERSONAL-LEAVE

12.1 Members shall provide at least fourteen (14) calendar days advance notice of the use of a personal day to the principal, except in the case of an emergency.

12.2 Personal leave beyond that approved with pay may be approved with full salary loss for the number of days involved computed by dividing the number of scheduled working days into the weekly salary times the number of days absent without pay.

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Para-educator

12.3 Personal days are considered earned on the first day of each school year.

12.4 One (1) day of personal leave may be granted during the first school year of employment.

Two (2) days of personal leave may be granted during the second school year of employment.

Three (3) days of personal leave may be granted during the third and succeeding years of employment.

In regard to twelve (12) month employees only, five (5) days of personal leave may be granted during the fourth year of employment and beyond.

12.5 Personal leave is neither cumulative nor transferable, except as provided in section 10.6. However, unused personal days will be converted to sick leave at the end of each school year and may be accumulated as sick leave.

12.6 Part-time staff have personal leave days prorated based on number of hours worked.

ARTICLE XIII
VACATION LEAVE

Twelve (12) month employees shall receive the following vacation leave benefit:

13.1 Vacation leave is authorized leave from the employee's duties for the purpose of rest, recreation or other private reasons. During vacation period, all benefits including salary shall continue. Only permanent employees, whether full or part time, are eligible for vacation leave.

13.2 Eligible employees shall, receive vacation leave, considered earned on the employee's anniversary date, in each calendar year determined as follows:

Following Continuous Permanent Service of	Employees shall be Granted Vacation Leave with Pay of
6 months	1 week
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks

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13.3 Vacations may be scheduled at any time during the work year. However, in regard to custodians, no more than two (2) weeks of vacation and or compensatory time, may be taken during the summer school vacation period.

The timing of vacations may be selected and approved well in advance of the vacation period so that the employee may have ample notice of the employee's vacation. After giving due consideration to the employee's preference, the time vacation leave is to be taken shall be determined by mutual agreement between employee and the employee's immediate supervisor and administrator, when applicable, except that final approval shall be the prerogative of the Superintendent of Schools.

13.4 Should an employee work for six (6) months or more before formal appointment, vacation leave would be determined from first day of employment. This would pertain to only continuous and full time employment at contractual hours. Permanent part time employees would receive this benefit on a pro-rated basis.

13.9 Upon separation from employment, unused vacation time shall be paid to the employee or the employee's estate.

ARTICLE XIV
HOLIDAYS

14.1 Religious Holiday Leave

Up to two (2) days of paid leave (not to be deducted from other types of paid leave) shall be granted to members of the bargaining unit for their religious holidays for which provision is not made in the school calendar provided at least fourteen (14) calendar days advance notice is provided to the principal. Bargaining unit members can take unused personal days and/or unpaid days for additional religious holidays.

Twelve (12) month employees shall be entitled to the following holiday benefit:

14.2 For the purpose of this contract, eleven (11) holidays are observed each calendar year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth (if it falls within work year)

14.3 Whenever such a holiday falls on a normal workday, such holiday shall be granted with pay.

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14.4 In developing the school calendar, should Good Friday and/or the Day after Thanksgiving be scheduled as non-school day(s), then it (they) shall be considered paid holiday(s) under Section 14.2.

ARTICLE XV
OTHER LEAVES

15.1 When Leave is taken for the purposes set forth and in conformity with this Article it shall be without Loss of pay and without loss of any benefits except as otherwise specifically set forth.

15.2 Leave for Legal Proceedings

Except as hereinafter set forth leave with compensation will be granted to the extent necessary for attendance at any legal proceedings when such attendance is requested by the Committee or when such attendance is compelled in third party proceedings in which the employee is a party and which arise out of his or her performance of duty in conformity with School Committee policy.

No compensated leave will be granted for legal proceedings in which the employee or the Association is an adversary party to the Committee, unless the employee's attendance is a witness for the Committee.

No compensated leave will be granted for attendance at legal proceedings in which the employee is a defendant in a criminal case or for proceedings personal to the employee and not directly related to his or her duties as an employee.

Whenever a leave is taken under this Article, a standard form shall be completed by the member prior to taking the Leave and shall be transmitted through proper channels to the Central Office. Such written notification shall be processed in sufficient time to allow the appropriate administrators to secure an adequate substitute.

15.3 Birth Parent Leave

An employee who is the birth parent may request and receive a leave for the purpose of confinement, delivery, and recuperation under the provisions of either paragraph 15.4 or 15.5 as the employee may elect. Such election shall be made in writing before leave is taken and such election, when made, shall be final and binding.

15.4 The Committee will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA), Small Necessities Leave Act (SNLA), Domestic Violence Leave Act (DVLA), the Massachusetts Parental Leave Act (MPLA), and Section

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7(r) of the Fair Labor Standards Act (FLSA) regarding breast feeding. The School Committee's FMLA, SNLA, DVLA, and MPLA policies are available in the Principal's office in each school building, and from the Association President. These policies outline the general requirements of the FMLA, SNLA, DVLA, and MPLA, but are not meant to be all inclusive. The Committee's FMLA, SNLA, DVLA, and MPLA policies are available on the Committee's website and will be posted in each building. Accumulated sick and/or personal leave time may be used if allowed by the terms of this Agreement.

15.5 Birth Parent Leave may be elected for the balance of the school year during which the Leave commences. Such leave shall commence on the date requested by the employee provided that notice of election to take leave under this paragraph shall have been at least forty-five (45) calendar days before leave commences.

15.6 Birth Parent Leave taken under either paragraph 15.4 or 15.5 is without pay or other benefits except that the employee is entitled to continue Group Medical and Life Insurance membership at his/her own expense.

15.7 If an employee taking birth parent leave has accumulated sick leave credit available, under the provisions of Article X, the employee may elect to use that credit to the extent available for such part of the employee's confinement, delivery, and recuperation as the employee's doctor may certify the employee as unable to perform the employee's duties because of illness.

15.8 An employee on birth parent leave has the status of an employee on leave of absence.

15.9 Jury Leave

Any employee who is required to serve on a jury under state or federal law will, for the period while on jury duty, suffer no loss of regular earnings for any period during the school year. Upon completion of said jury duty, the employee shall submit the copies of the vouchers showing how much the employee received from the court.

This amount shall be subtracted from the employee's regular paycheck as soon as is practicable. If an employee does not submit copies of the aforementioned vouchers within five (5) days after the completion of said jury duty, the daily rate of pay will be subtracted for the number of days for jury duty from the paycheck. The correct adjustments will be made upon submission of said vouchers.

15.10 Workers Compensation Leave

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15.11 The provisions of Massachusetts General Laws Chapter 152, Section 69 shall be controlling in all matters not expressly covered by the Collective Bargaining Agreement between the parties.

15.12 In all matters not expressly covered by either the parties Collective Bargaining Agreement or M.G.L. - Chapter 152, Section 69, the parties will follow City policy and/or practice.

15.13 An employee who is injured on the job and found eligible to receive compensation under M.G.L. Chapter 152, Section 69 may during the regular school year suffer no loss of regular earnings, provided the employee turns over to the City of Easthampton, all monies received during this period under M.G.L. Chapter 152, Section 69, and further provided that a prorated deduction is made from the employees accumulated sick leave until exhausted. Thereafter, the employee, if eligible, will receive workers compensation benefits only. The prorated deduction from the employee's sick leave will be based on the difference between the employee's per diem rate of pay, and the amount received under said Workers Compensation statute. An employee may elect to use only Workers Compensation, if eligible, with no prorated deduction from sick leave. If such option is elected, the Association acknowledges the above provision regarding any loss of earnings would not apply.

15.14 The Committee will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA), Small Necessities Leave Act (SNLA) and the Massachusetts Maternity Leave Act (MMLA). The School Committee's FMLA, SNLA, and MMLA policies are available in the Principal's office in each school building, and from the Association President. These policies outline the general requirements of the FMLA, SNLA, and MMLA, but are not meant to be all inclusive. The Committee's FMLA, MMLA, and SNLA policies are available on the Committee's website and will be posted in each building. Accumulated sick and/or personal leave time may be used if allowed by the terms of this Agreement.

15.15 Emergency Leave

Emergency leave shall be approved by the Superintendent of Schools, except when such authority is granted administrators, who shall notify the employee's immediate supervisor or administrator on proper forms provided for this purpose. In extreme emergencies, the employee may request to have the immediate supervisor or administrator give oral approval to which the latter may grant permission orally. In such an instance, the employee must submit written explanation, after the fact, signed by the administrator or supervisor who granted approval. Meanwhile, the administrator or supervisor shall notify the Central Office orally of the administrator's or supervisor's action. Emergency leave is deductible only from personal leave.

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15.16 Extended Leave

Extended leave may be granted by the Superintendent of Schools provided request is submitted, in writing, through the Superintendent of Schools and provided further that the latter has rendered a recommendation. Although extended leave is without pay, it does provide job protection for a specific period of time. Before such leave can be requested, the employee must have been in continuous service for the three (3) previous years, except as specified below.

Such leave shall be granted for a maximum period of one (1) year from the date leave is officially taken except as otherwise provided herein or by law. Upon return, the employee shall be assigned to the same position, which was held at the time leave commenced; if not possible, to a substantially equivalent position.

Military Leave

15.17 The Easthampton Public Schools will comply with federal and state military leave requirements.

15.18 Adoption Leave

Adoption Leave may be elected for the balance of the school year during which the leave commences. Such leave shall commence on the date requested by the employee provided that notice of election to take leave under this paragraph shall have been at least forty-five (45) calendar days before leave commences. Adoption Leave is without pay or other benefits, except that the employee is entitled to continue Group Medical and Life Insurance membership at his/her own expense (note: in the event that the leave is also covered by the FMLA and/or MPLA, the employee shall only be required to contribute their share of the insurance premiums during the portion of the leave that is covered by the FMLA and/or MPLA). An employee on adoption leave has the status of an employee on leave of absence.

The following provisions shall apply to custodians:

15.19 Occupational Leave

Occupational leave may be granted by the Superintendent of Schools following written recommendation of the employee's immediate supervisor and/or administrator on the forms supplied for such reason.

- Attendance at work-shops, meetings, conferences, and conventions.
  As approved.
- Visiting Days for Purposes of Occupational Growth.
  As approved
- Other School Business Identified in Letter of Request.
  As approved.

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15.20 Two (2) days off with pay per year may be granted for one representative of the Association to attend the State Union convention, contingent upon at least one week's advance written notice. The two (2) days could be split between two (2) employees, allowing one (1) per day to attend.

ARTICLE XVI
INSURANCE

16.1 The School Committee shall provide eligible employees with the life insurance plan and the same terms and conditions available to City bargaining units.

16.2 The School Committee shall provide employees the same health insurance plan and coverage offered to City bargaining units.

16.3 Employees will pay 25% of the cost of the plans currently provided.

16.4 The parties agree that the Health Insurance Side Letter, Appendix E, remains in full force and effect.

ARTICLE XVII
REDUCTION-IN-FORCE

The following process shall apply to Para-educators, Health Para-educators, and Licensed Practical Nurses:

17.1 In the event of the necessity for reducing the number of employees within this bargaining unit or reducing the number of hours or days to be worked, individuals with the least seniority within the job category (i.e., Para-educator, Health Para-educator, or Licensed Practical Nurses) will be laid off or reduced first, provided, however, the employee retained must possess the necessary ability, experience and qualifications to perform the available work, or reach a mutually acceptable plan with the appropriate administrator to acquire the necessary qualifications.

17.2 Individuals laid off, will have, from the effective day of layoff, a two (2) year right to recall for any openings within this bargaining unit. The effective date of the layoff will be defined as the first employee workday that the laid off employee would have normally been scheduled to work but for the layoff action or the first day for which the laid off employee receives unemployment compensation, whichever occurs sooner. The Committee will notify the laid off individuals within the recall period, by certified mail, of all openings for which they are qualified. Former employees shall be given credit for all prior service with the Easthampton Schools, providing they return to work within the recall period When possible individuals who are to be laid off will be given a thirty (30) day notice prior to the effective date of the layoff.

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17.3 All benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

17.4 Laid off employees may continue group health and life insurance coverage for up to eighteen (18) months by contributing 102% of the premium cost and provided the plan in force permits.

17.5 Recall will be according to seniority with the most senior individual recalled first, provided the individual possesses the necessary ability qualifications and experience to perform the available work.

17.6 Any declination of a job offered under this Article will terminate the employment of the individual and satisfy the School Committee's obligation under this Article.

17.7 The employee shall, within fourteen (14) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip provided by the Employer of their intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of fourteen (14) calendar days, it shall be considered a declination on the part of the employee, unless there are unusual extenuating circumstances approved by the Superintendent and/or the Committee.

17.8 Seniority as referenced in this article will be calculated from the most recent date of hire by the Easthampton School Committee and includes all recognized leaves of absence under this Agreement. This seniority list will be issued annually no later than October 15 by the Superintendent or designee.

17.9 Should an opportunity arise to act, as a substitute in a bargaining unit position, said opportunity shall be offered first to the individuals on the recall list, in descending order of their seniority. Payment shall be at the substitute's rate for the particular position currently in effect. Declination of an offer to substitute shall not affect the right to recall under section 17.2 above. Seniority and other benefits (except medical benefits, if applicable) shall not accrue during the period of service as a substitute.

17.10 Paragraph 17.1 of this Article shall not apply to para-educators serving solely as one-to-one aides (Chapter 766-Special Education) whose positions are eliminated due to a modification of the Individual Education Plan or due to the departure of the student from the Easthampton Public Schools. However, the remaining provisions of this article shall apply to these individuals, with the sole exception that an individual whose position is eliminated due to the modification of an Individual Education Plan or the departure of a student shall retain priority regardless of seniority for reassignment to a position made available due to a subsequent modification of that students Individual Education Plan or that student's return to Easthampton Public Schools.

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The following process shall apply to administrative assistants:

17.11 In the event of the necessity for reducing the number of employees within this bargaining unit, individuals with the least seniority within the administrative assistants job category will be laid off first, provided, however, the employee retained must possess the necessary ability, experience, and qualifications to perform the available work, or provide a plan acceptable to the Superintendent to acquire the necessary qualifications. In order to effectuate the Layoff, the following procedures will apply:

1) The most senior full-time employee whose position is eliminated shall bump the least senior full-time employee in the administrative assistants job category in the same or lower grade in accordance with the criteria referenced above.

2) This process shall continue in order of seniority among full-time employees.

3) Once the bumping procedure has been exhausted for fulltime employees, a full-time employee may bump the least senior part-time employee in the same or lower grade in accordance with the criteria referenced above.

4) Bumping among part-time employees shall then occur under the same procedure referenced for full-time employees.

5) Part-time employees shall not be eligible to bump full time employees.

17.12 The Employer maintains the right pursuant to this Article to reduce hours and days of employment of employees in the bargaining unit.

17.13 Individuals who are laid off will have, from the effective day of layoff, a two (2) year right to recall for any openings within this bargaining unit. The effective date of the layoff will be defined as the first employee workday that the laid off employee would have normally been scheduled to work but for the Layoff action. The Committee will notify the laid off individuals within the recall period, by certified mail, of all openings in the same or lower grade for which they are qualified. Former employees shall be given credit for all prior service with the Easthampton Schools, providing they return to work within the recall period. When possible, individuals who are to be laid off will be given a thirty (30) day notice prior to the effective date of the layoff.

17.14 All benefits to which an employee was entitled at the time of layoff shall be restored, in full, upon re-employment within the recall period.

17.15 Laid off employees may continue group health and life insurance coverage in accordance with federal and state laws.

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17.16 Recall will be according to seniority with the most senior individual recalled first, provided the individual possesses the necessary ability, qualifications, and experience to perform the available work and was in the grade equal to or higher at the time of layoff.

17.17 Any declination of a job offered under this Article will terminate the employment of the individual and satisfy the School Committee's obligation under this Article.

17.18 The employee shall, within fourteen (14) calendar days after receipt of notice of recall by certified mail and return receipt requested, file acceptance through return of a signed slip provided by the Employer of their intention to return or not to return by certified mail and return receipt requested. If such acceptance is not received by the Superintendent's Office at the end of fourteen (14) calendar days, it shall be considered a declination on the part of the employee, unless there are unusual extenuating circumstances approved by the Superintendent and/or the Committee.

17.19 Seniority, as referenced in this article, will be calculated from the most recent date of hire as a secretary in the bargaining unit by the Easthampton School Committee, including all recognized leaves of absence under this Agreement, unless modified by an adjusted anniversary date as defined in paragraph 26.01 of the contract.

17.20 The Superintendent or designee will issue this seniority list annually.

17.21 Should an opportunity arise to act, as a substitute in a bargaining unit position, said opportunity shall be offered first to the individuals on the recall list, in descending order of their seniority. Payment shall be at the substitute's rate for administrative assistants currently in effect. Declination of an offer to substitute shall not affect the right to recall under section 17.13 above. Seniority and other benefits shall not accrue during the period of service as a substitute.

The following process shall apply to custodians:

17.22 In the event it becomes necessary to reduce the number of employees in the custodian job category, the Superintendent will effectuate such a reduction in accordance with this Article.

17.23 An employee(s) whose position is eliminated shall be offered the following options:

1. to accept a layoff; or
2. to be transferred in accordance with Section 3 of this Article.

Employees laid off under either 1 or 2 above will have all the recall rights afforded under Section 17.30 of this Article.

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17.24 Bumping

17.25 The employee whose position is eliminated, or who is "bumped" from their position through this Article shall be:

1. Transferred to any open position within the employee's position title (e.g., Head Custodian, Lead Custodian, Custodian)same number of hours per week;
2. Transferred to replace the employee with the lowest seniority working the same number of hours per week within the employee's position title;
3. Transferred to replace the employee with the lowest seniority in the next lowest position title working the same number of hours per week if the employee already has the lowest seniority in the employee's position title. The position title order is Head Custodian, Lead Custodian, and then Custodian. In the event bumping is to occur between the Head or Lead Custodian positions, the employee who wishes to bump must possess the necessary skill, ability, experience and qualifications to perform the required work. When skill, ability, experience and qualifications are equal, seniority will be the deciding factor. This determination will be at the sole discretion of the Superintendent or designee

17.26 Such "bumping" shall be repeated until the person with the least seniority in an equal or lower position title is laid off.

17.27 Employees cannot "bump" into a higher position title.

17.28 Seniority as referenced in this Article will be calculated from the most recent date of hire by the Superintendent in the particular job category (e.g., custodians, para-educators, etc.) and shall include all recognized leaves of absence under this Agreement. Employees who work on less than a full-time basis (i.e. forty (40) hours per week) shall have their time prorated accordingly.

The Superintendent shall issue a seniority list annually to the Association.

17.29 Recall

17.30 Individuals laid off will have, from the effective date of layoff, a one year right of recall for any openings in the bargaining unit of a grade equal to or lower than the grade from which they were laid off. Recall shall be in the reverse order of layoff. The Superintendent will notify the laid off individuals within the recall period, by certified mail, of any such opening. Any declinations of a job offered under this Article will terminate an employee's right to recall under this Article and satisfy the Superintendent's obligation under this Article.

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17.31 All benefits, provided in accordance with Seniority, to which a bargaining unit employee was entitled at the time of lay off shall be restored upon reemployment within the recall period as provided.

17.32 Laid off employees may continue group health and life insurance coverage during the recall period by reimbursing the City Treasurer for all costs as specified by the City, provided it is permissible under the conditions of the insurance carrier.

ARTICLE XVIII
DUES DEDUCTION/AGENCY SERVICE FEE

18.1 The Committee agrees to deduct from the salaries of the unit members who have on file with the Committee a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or maintaining membership in the Association as provided in Section 17C of Chapter 180 of the General Laws as amended. The Committee agrees not to discontinue such deductions except upon sixty (60) days written notice given by the employee.

18.2 The Easthampton Educational Association (EEA) shall have access to meet with employees on school grounds during the school day to investigate grievances, complaints, and other workplace issues. The EEA shall be allowed to conduct meetings during lunch breaks, other non-work breaks, before, and after the school day in school buildings. The EEA shall have the right to meet with new employees without loss of pay or leave to the new employee or a union representative for not less than 30 minutes within the first ten days of employment. The EEA shall have the right to communicate with members through district email. This will be according to the provisions of Mass General Laws Chapter 150E Section 5A. Chapter 150E (malegislature.gov)

18.3 The Association agrees that it will indemnify and hold the Employer harmless for any and all claims, demands, suits, or damages arising from this Article, provided that the Association retains the sole right to select and assign appropriate legal counsel and provided that the Employer cooperates with said counsel in the conduct of the case.

ARTICLE XIX
POSTING

19.1 All permanent vacancies in this bargaining unit will be posted for seven (7) calendar days before they are filled. Posting is notice and opportunity for current employees to apply and does not imply any preferential consideration.

19.2 All qualified bargaining unit members shall be permitted to make application for non-administrative positions. Qualified bargaining unit members will be interviewed for each position, but the District reserves the right to cap the number of interviews to include only the top five (5) most qualified bargaining

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unit members. In the event of a restricted time frame (e.g., sudden resignation, etc.), the District may choose to interview less than five (5) bargaining unit members.

ARTICLE XX
PROFESSIONAL LEAVE

20.1 Professional Leave

Employees covered by this Agreement shall be eligible for paid professional leave for the purpose of attending conferences, training opportunities, course and workshops related to their employment. Time as needed may be granted at the sole discretion of the Superintendent.

20.2 Denials of Professional Leave will not be subject to the provisions of Article III (Grievance/Arbitration).

ARTICLE XXI
SALARY

21.1 Payroll checks will be distributed to Para-educators on twenty-two bi-weekly paydays using the current practice of annualizing a weekly salary based on the employee's hourly rate and work year.

The following salary provisions shall apply to administrative assistants:

21.2 All step rate increases in salary are effective on an employee's anniversary date, unless otherwise specified.

21.3 All overtime hours worked by employees must be documented and reported to the Business Office. Employees shall be paid time and one-half (1½) for work performed in excess of thirty-five (35) hours in any one (1) week; double time for Sundays or legal holidays. No overtime work shall be permitted or paid for without prior approval of the Superintendent or his/her designee. Payment for overtime work can be on a monetary basis or in the form of compensatory (comp) time.

21.4 Effective July 1, 2011, an employee may accumulate no more than thirty (30) hours of compensatory time. Employees who currently have more than thirty (30) hours may retain their current accumulations until used, but may not accumulate additional compensatory time.

21.5 Overtime is not to be used to perform an employee's normal, routine workload. It is intended for use during occasional peak periods, or when the absence of a co-worker necessitates coverage by the remaining office staff. This paragraph will not apply to the Elementary Principal's secretaries, who will be required to work

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an additional fifteen (15) minutes/day when teachers and/or students are in attendance.

21.6 Job Classification is as follows:

Grade A: Administrative Assistant/Receptionist (Ten Month)

Grade B: Administrative Assistant, Principal (HS, MS)
Administrative Assistant, Principal (Elementary)
Administrative Assistant, Special Education
Administrative Assistant, Special Education/Mass Health
Administrative Assistant, High School Guidance
Administrative Assistant, Assistant Principal (HS, MS)

Grade C: Administrative Assistant, Business Office – Payroll (28 hours)
Administrative Assistant, Business Office - Accounts Payable/Purchasing (28 hours)
Administrative Assistant, Personnel/SIMS State Reporting
Administrative Assistant, Administrator - Special Education

The purpose of the job classification is to establish a grade for each position, which, in turn, produces a salary range from high to low. The advantage of the A grade/ rating system is that it provides incentive opportunities for employees within the system to candidate positions with higher grade ratings and improve their potential earnings. An ambitious employee has an advantage of vertical movement on the salary scale and is not limited to horizontal movement at the same grade.

21.7 The School Committee retains and reserves the right to create and/or decrease positions at its sole discretion. Moreover, the classification of new positions remains the right and the duty of the School Committee at its sole discretion.

The following provisions shall apply to custodians:

21.8 Each custodian's weekly salary is based upon classifications a Senior Building Custodian or Building Custodian, day or night shift, years of service, and the building to which the custodian is assigned.

21.9 Custodians shall be placed on the salary schedule below at the appropriate step. In addition, custodians assigned to the night shift shall receive a .50/hour differential. Head custodians shall receive an annual stipend of $4,000, and Lead Custodians shall receive an annual stipend of $2,500. Said stipends will be prorated if the custodian has not worked in the position the entire year.

21.10 Custodian Pay Scale:

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2021-2022	
Step	**Amt.**
1	735.06
2	760.95
3	794.08
4	811.68
5	838.59
5+	842.73
7+	848.95
10+	855.16
12+	860.33
15+	865.51
17+	871.72
20+	876.90

Shift Differential: .52/hour – evening custodians
.78/hour – weekend float custodian

Head custodian stipend $4,141 annually
Lead custodian stipend $2,588.25 annually

*Corey Homes only: $985.50

2022-2023	
Step	**Amt.**
1	749.76
2	776.16
3	809.96
4	827.91
5	855.37
5+	859.59
7+	865.93
10+	872.26
12+	877.54
15+	882.82
17+	889.16
20+	894.44

Shift Differential: .53/hour – evening custodians
.79/hour – weekend float custodian

Head custodian stipend $4,224 annually
Lead custodian stipend $2,640.02 annually

*Corey Homes only: $1,005.21

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2023-2024	
Step	**Amt.**
1	764.76
2	791.69
3	826.16
4	844.47
5	872.47
5+	876.78
7+	883.24
10+	889.71
12+	895.09
15+	900.48
17+	906.94
20+	912.33

Shift Differential: .54/hour – evening custodians
.81/hour – weekend float custodian

Head custodian stipend $4,309 annually
Lead custodian stipend $2,692.82 annually

*Corey Homes only: $1,025.32

21.11 New hires shall be placed on the salary scale between Step 1 and Step 5, based on experience and qualifications. Movement beyond Step 5 can only occur after said length of continuous service to the Easthampton Public Schools (example: custodian with five years of continuous service in Easthampton would advance to the step labeled "after 5 years").

21.12 A custodian assigned, in writing, to work in a higher grade for a period of more than three (3) working days will receive $10/week if assigned to be a Lead Custodian or $20/week if assigned to be a Head Custodian retroactive to the first day of work in the higher grade. If the Lead Custodian is involved in accordance with this section, the night crew in said building will be offered the temporary Lead Custodian position in order of hiring date. Out-of-grade adjustments will not be applicable during school year vacations or summer vacation periods.

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ARTICLE XXII
SUBSTITUTES

The following provisions apply to para-educators:

22.1 At the beginning of each school year, the building principal will poll para-educators to determine those who want to substitute in their assigned classroom, those who want to substitute in any assignment, and those who would prefer not to be assigned to substitute duty. A copy of the results of this poll will be sent to the Superintendent and the President of this unit on, or before, September 15 of each school year. Building principals will attempt to honor this list in assigning substitutes who want a substitute position before giving substitute assignments to those who would prefer to remain in their para-educator position.

22.2 In the event a para-educator is employed as a substitute teacher, the para-educator will be compensated at the rate of $30.00 for each full day or $15.00 for each half day in addition to the para-educator's current rate of pay per day.

The following provision applies to custodians:

22.3 Substitute custodians shall be employed when available and when necessary or desirable in the discretion of the Superintendent of Schools for permanent custodians who are absent for protracted periods due to illness, or due to vacation periods of more than one (1) week.

ARTICLE XXIII
SEVERANCE PAY

Ten (10) month employees shall be entitled to the following severance pay benefit:

23.1 An employee with twenty (20) or more years of service to the Easthampton Public Schools, upon notice of intent to retire submitted to the Superintendent of Schools not later than December 1 of the calendar year prior to the calendar year in which the retirement is to become effective and subject to the provisions of this Article, will be eligible to receive a onetime payment in the amount of $2,000. Such payment will be made within six (6) weeks of the termination of employment) with the exception that the School Committee reserves the right to delay payment until the first regular payroll of the next fiscal year in cases of retirements effective between January 1 and June 30.

23.2 Benefits under this Article will be limited to employees who intend to and who actually do retire under the provisions of the Massachusetts Retirement Board. In the event of the death of an employee with twenty (20) years of service to the Easthampton Public Schools while in active employment, the above-mentioned severance amounts will be paid to the estate, and the notification and cap provisions of this Article will not apply.

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23.3 Benefits paid pursuant to this Article will not be considered regular earnings for the purpose of the calculation of retirement benefits.

23.4 The above $2,000 payment may be increased during the term of this contract at the sole discretion of the School Committee. In the event this discretion is exercised by the School Committee, severance pay will be paid only to an employee whose effective date of retirement is June 30.

Twelve (12) month employees shall be entitled to the following severance pay benefit:

23.5 An employee with twenty (20) or more years of service to the Easthampton Public Schools, upon notice of intent to retire submitted to the Superintendent of Schools not later than December 1 of the calendar year prior to the calendar year in which the retirement is to become effective and subject to the provisions of this Article, will be eligible to receive a one-time payment in the amount of $5,000. Such payment will be made within six (6) weeks of the termination of employment, with the exception that the School Committee reserves the right to delay payment until the first regular payroll of the next fiscal year in cases of retirements effective between January 1 and June 30. This severance pay amount may be increased during the term of this contract at the sole discretion of the School Committee.

23.6 Benefits under this Article will be limited to employees who intend to and who actually do retire under the provisions of the Massachusetts Retirement Board.

23.7 In the event of the death of an employee with twenty (20) years of service to the Easthampton Public Schools while in active employment, the above-mentioned severance amounts will be paid to the estate, and the notification and cap provisions of this Article will not apply.

23.8 Benefits paid pursuant to this Article will not be considered regular earnings for the purpose of the calculation of retirement benefits.

ARTICLE XXIV
PLEDGE AGAINST DISCRIMINATION AND COERCION

24.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, breast feeding parents, race, color, creed, sexual orientation, gender identity, national origin, pregnancy, pregnancy-related condition, union activity or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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ARTICLE XXV
JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

25.1 Immediately upon execution of this Agreement, the parties agree to establish a Joint Professional Development Committee, consisting of one (1) support staff representative selected by the Association, the Special Education Director, and the Curriculum Director. This committee shall act in an advisory capacity to the Superintendent regarding all professional development programs regarding support staff. The committee shall meet two times each school year. The meetings will be held during the work day, and the support staff representative will be granted release time to attend the meetings.

ARTICLE XXVI
MISCELLANEOUS

26.1 Anniversary Date:

All economic benefits based on continuous length of service will be based and paid on the employee's anniversary date of employment in a bargaining unit position; said anniversary date to be defined as the first date on which the employee reported for and performed work in the job for which the economic benefit is being paid. Anniversary date is further defined as the first day of employment as specified in the appointment made by the Superintendent.

26.2 An appropriately furnished area (with privacy) shall be prepared for use as a rest and emergency room, provided space not needed for professional work is available within existing building. Space for such rooms shall be suggested to the administration by the staff of the particular building. In no event shall the Committee be required to provide facilities beyond those in existence at the effective date of this contract.

26.3 Vacation, personal, and sick leave benefits contained in this contract presuppose a normal twelve (12) month work year. Any employees who normally work a ten (10) month year shall receive 5/6th the entitlement of a twelve (12) month employee for such benefits.

26.4 Employees are expected to wear professional, job appropriate, and safe attire, including footwear.

26.5 The District shall provide annual training to custodians regarding OSHA regulations. CPR training may be provided to certain staff at the discretion of administration.

26.6 All paraeducators will be provided with a functioning District-issued Chromebook.

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ARTICLE XXVII
CUSTODIAL DUTIES AND RESPONSIBILITIES

27.1 Custodians shall be responsible to, and under the direction and supervision of their respective building principals and the Director of Maintenance in all custodial matters relating to their schools.

27.2 Custodians shall be responsible to the Superintendent of Schools or such person or persons in the Central Administration as said Superintendent may from time to time designate in matters relating to the techniques and procedures of the cleaning and maintenance process. Until such time as the Superintendent may designate some other person, said person in the Central Administration shall be the Director of Maintenance.

27.3 Custodians shall perform such duties as will assure proper maintenance and upkeep of the school buildings and grounds and proper school plant operation and in accordance with applicable school department job description of individual custodians.

27.4 Written job descriptions will be sent to the Association for their review and input prior to adoption.

27.5 The custodians shall work cooperatively with the building principal and Director of Maintenance in developing reasonable and functional custodial duty and time schedules for each building. The decisions and directions of the Superintendent of Schools or such person or persons in the Central Administration as said Superintendent may from time to time designate, shall be final in resolving differences among custodians, their principals, and the Director of Maintenance. The duty and time schedules shall be submitted to the Central Administration by the immediate supervisor.

27.6 All custodians, including part-time, shall be subject to the supervision of the Head/Lead Custodians in the building to which they have been assigned. Night Lead Custodians will report to the Day Shift Head Custodians at their respective buildings.

ARTICLE XXVIII
CUSTODIAL CLOTHING

28.1 Custodians will work toward presenting a professional appearance. This will include wearing uniform shirts provided by the School Department while on duty.

28.2 Clothing Allowance - The School Department will provide at least five (5) shirts and at least one (1) sweatshirt, windbreaker or hoodie per year per custodian. The School Department will also provide $250.00 per year to each custodian to be used for pants, appropriate footwear, safety glasses and foul weather gear.

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Such payment shall be made to custodians within a reasonable period after submittal of receipts by each custodian. Receipts must be for pants appropriate footwear, safety glasses, and/or foul weather gear purchased within the current fiscal year. This benefit will be prorated for new hires.

28.3 Clothing - Shorts maybe worn on the job by custodians, subject to approval of the Director of Maintenance, provided the following conditions are met:

- All shorts must be of reasonable length
- All shorts must have pockets
- No sports shorts, no sweat pant shorts, no basketball mesh, baggy, multicolored shorts (this includes major team names, symbols, and such printed on the shorts)
- No cut-offs of any type
- No shorts that are ripped/torn or with holes
- All shorts still are subject to approval by the Director of Maintenance

Should the need arise where shorts are not the best protective form of clothing for a Job or task, the staff will be required to wear pants or other appropriate protective clothing. Appropriate footwear must be worn at all times. Such footwear may include work boots or steel-toed sneakers, but not regular street sneakers. The safety shoe requirement is still in effect for safety reasons.

ARTICLE XXIX
CUSTODIAL EXPENSES

29.01 Reimbursement for Expenses - Employees shall be reimbursed for expenses incurred during out-of-town professional (occupational) leave and for in-town travel expenses resulting from the use of private automobiles. In-town travel expenses shall be reimbursed (upon the submission of a monthly statement on firms provided) to personnel who have been notified in writing by the Superintendent of School's or designee that such travel is essential to the fulfillment of official duties.

Reimbursement for out-of-town professional (occupational) leave shall include attendance at conferences, workshops, and other types of authorized leave. Out-of-town mileage shall be computed from and to home or school, whichever is most practical. Reimbursement shall be made for use of private automobiles at the rate per mile approved by the City of Easthampton and/or the School Committee and for special costs such as mode of travel other than personal automobile, parking and toll costs, and expenses for registrations, lodgings, and meals.

Reimbursement shall not be approved without a written request for such leave on forms provided and unless such leave is recommended by the employees' superiors and authorized by the Superintendent of Schools or designee.

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ARTICLE XXX
DURATION CLAUSE

30.1 This Agreement shall be effective on July 1, 2021 and shall continue in effect to and including June 30, 2024. During any period of negotiations between the parties hereto, the provisions of this Agreement shall remain in full force and effect until such as a new Agreement has been signed. Such negotiations will be conducted in good faith.

IN WITNESS WHEREOF the parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their signatures to be affixed hereto, as of this date appearing before each signature.

EASTHAMPTON SCHOOL COMMITTEE

DocuSigned by:
Cynthia Kwiecinski
01671E0D3264449...

Chairman

1/10/2022

Date

EASTHAMPTON EDUCATION ASSOCIATION

DocuSigned by:
Shawn E. Sheehan
C1C5F516632E46D...

President

1/10/2022

Date

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ARTICLE XXXI
PARA-EDUCATOR SALARY SCHEDULES AND EVALUATIONS

Step/Grade	SPED/K/Lib/ONE-ONE
2021-2022	
1-A/B	$17.22
1-C	$17.74
2-A/B	$17.73
2-C	$18.25
3-A/B	$18.87
3-C	$19.39

LPN	
2021-2022	
1	$23.61
2	$24.00
3	$24.36
4	$24.80
5	$25.17
6	$25.62
7	$25.95

Step/Grade	SPED/K/Lib/ONE-ONE
2022-2023	
1-A/B	$18.22
1-C	$18.74
2-A/B	$18.73
2-C	$19.25
3-A/B	$19.87
3-C	$20.39

LPN	
2022-2023	
1	$24.08
2	$24.48
3	$24.85
4	$25.30
5	$25.67
6	$26.13
7	$26.47

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Step/Grade	SPED/K/Lib/ONE-ONE
2023-2024	
1-A/B	$19.22
1-C	$19.74
2-A/B	$19.73
2-C	$20.25
3-A/B	$20.87
3-C	$21.39

LPN	
2023-2024	
1	$24.56
2	$24.97
3	$25.35
4	$25.81
5	$26.18
6	$26.65
7	$27.00

HOURLY STIPENDS

Effective with the 2001 - 2002 school year, and annually thereafter, Para-educator assignments will be designated as Grade A, Grade B or Grade C by the Superintendent of Schools.

Para-educators whose assignments are designated as either Grade A or Grade B will receive a stipend of $.50 per hour. Para-educators whose assignments are designated as Grade C will receive a stipend of $1.00 per hour. These stipends are included in the base rates listed in the salary schedule.

Administration retains the right to transfer a Para-educator from a Grade A assignment to a Grade B assignment or from a Grade B assignment to a Grade A assignment.

LONGEVITY PAY

In recognition of dedicated continuous service to the district, annual Longevity Payments will be made based on the following schedule; effective July 1, 2009:

Upon completion of 10 and up to 15 full academic years of service	$250.00
Upon completion of 15 and up to 20 full academic years of service	$450.00
Upon completion of 20 and up to 25 full academic years of service	$650.00
Upon completion of 25 full academic years of service	$850.00

All full time (i.e. thirty-two and one-half hours per week) and part-time (i.e. 0.8 FTE or greater) will be eligible.
Longevity compensation shall be paid on an annual basis effective in the first payroll after July 1.
Longevity compensation shall be construed as regular compensation for purpose of retirement benefits.

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EASTHAMPTON PUBLIC SCHOOL
PARA-EDUCATOR EVALUATION

l. Work Appraisal

Name_____ School. _____.
1.Exceeds Acceptable Performance 3. Needs Improvement
2. Meets Acceptable Performance 4. Not Acceptable

APPROPRIATE NUMBER SHOULD BE CIRCLED FOR EACH ITEM LISTED BELOW

1.	ABILITY	1	2	3	4
2.	DEPENDABILITY	1	2	3	4
3.	CONFIDENTIALITY	1	2	3	4
4.	ORGANIZATION	1	2	3	4
5.	EFFICIENCY	1	2	3	4
6.	INITIATIVE	1	2	3	4
7.	COOPERATION	1	2	3	4
8.	ATTITUDE	1	2	3	4
9.	LOYALTY	1	2	3	4
10.	RAPPORT WITH STAFF	1	2	3	4
11.	RAPPORT WITH STUDENTS	1	2	3	4

II. General Comments

Attendance:

Goal (s)/Recommendation(s):

Comments:

_____ _____ _____
(Signature of employee) (Date) (Signature of evaluator)

This work evaluation has been discussed with me. My signature does not necessarily indicate agreement with this evaluation.

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EASTHAMPTON PUBLIC SCHOOLS
EASTHAMPTON, MASSACHUSETTS

LPN PERFORMANCE EVALUATION

NAME: _____

SCHOOL YEAR: _____ DATE: _____

PART I: The Licensed Practical Nurse
Key: (S) = Satisfactory (NI) = Needs Improvement

1.	Provides appropriate emergency care in cases of injury or sudden illness.	(S)	(NI)
2.	Maintains an accurate health record on each student	(S)	(NI)
3.	Documents First Aid and illness care provided to staff and students.	(S)	(NI)
4.	Screens all new students to ensure compliance with immunizations laws.	(S)	(NI)
5.	Identifies students with health problems.	(S)	(NI)
6.	Organizes, carries out, and reports on mandated health screening programs in assigned schools.	(S)	(NI)
7.	Recommends exclusion and monitors readmission to school for students with infectious or communicable diseases.	(S)	(NI)
8.	Maintains First Aid Supplies in an appropriate location in the school.	(S)	(NI)
9.	Makes appropriate referrals and follow-up on vision, hearing, and scoliosis screening failures.	(S)	(NI)
10.	Collaborates/cooperates with community providers and state agencies to meet the health and social service needs of students.	(S)	(NI)
11.	Is a resource to the student, parent, principal and teachers in matters pertaining to health.	(S)	(NI)
12.	Identifies health and safety hazards in the school and advises school administration.	(S)	(NI)
13.	Demonstrates knowledge of, and the ability to administer medications appropriately, in keeping with school policy on administration of medication in school.	(S)	(NI)
14.	Demonstrates flexibility in performing other nursing duties as assigned.	(S)	(NI)
15.	Works collaboratively with school staff to promote a positive work environment.	(S)	(NI)

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16. Maintains satisfactory attendance as defined by the school district. (S) (NI)

Part II: LPN Performance Evaluation

Health room Observation:

Commendations:

Recommendations/Goals

_____	_____
LPN's Signature	Date
_____	_____
Principal's Signature	Date
_____	_____
Health & Nursing Services Coordinator's Signature	Date

N.B.

The employees signature represents receipt only. If the employee wishes to attach a written statement, it must be submitted to the primary evaluator within seven (7) working days.

Evaluation and conference to be competed annually prior to June 1st.

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ARTICLE XXXII
ADMINISTRATIVE ASSISTANTS SALARY SCHEDULES AND EVALUATION

WEEKLY RATES

July 1, 2021-June 31, 2023

July 1, 2021

STEP		1	2	3	4	5
GRADE	A	$18.77	$19.34	$19.98	$20.64	$21.18
		$656.95	$676.88	$699.35	$722.54	$741.38
	B	$19.38	$20.03	$20.71	$21.25	$21.91
		$678.3	$701.16	$724.71	$743.92	$766.74
	C	$20.53	$21.08	$21.74	$22.29	$22.78
		$718.55	$737.76	$760.95	$780.15	$797.23

July 1, 2022

STEP		1	2	3	4	5
GRADE	A	$19.15	$19.73	$20.38	$21.06	$21.61
		$670.25	$690.42	$713.33	$736.99	$756.21
	B	$19.77	$20.43	$21.12	$21.68	$22.35
		$691.95	$715.18	$739.20	$758.79	$782.08
	C	$20.94	$21.50	$22.18	$22.74	$23.23
		$732.9	$752.52	$776.16	$795.75	$813.18

July 1, 2023

STEP		1	2	3	4	5
GRADE	A	$19.53	$20.12	$20.79	$21.48	$22.04
		$683.55	$704.23	$727.60	$751.73	$771.33
	B	$20.16	$20.84	$21.54	$22.11	$22.79
		$705.6	$729.48	$753.99	$773.97	$797.72
	C	$21.36	$21.93	$22.62	$23.19	$23.70
		$747.6	$767.57	$791.69	$811.67	$829.44

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EQUITY SCHEDULE
WEEKLY RATES

Longevity will be paid as follows:

Effective July 1, 2021 Longevity will be paid as follows:

After 5 years - $10.35/week
After 7 years - $20.71/week
After 10 years - $30.06/week
After 12 years - $36.24/week
After 15 years - $41.41/week
After 17 years - $46.59/week
After 20 years - $56.94/week

Effective July 1, 2022 Longevity will be paid as follows:

After 5 years - $10.56/week
After 7 years - $21.12/week
After 10 years - $31.68/week
After 12 years - $36.96/week
After 15 years - $42.24/week
After 17 years - $47.52/week
After 20 years - $58.08/week

Effective July 1, 2023 Longevity will be paid as follows:

After 5 years - $10.77/week
After 7 years - $21.54/week
After 10 years - $32.31/week
After 12 years - $37.70/week
After 15 years - $43.09/week
After 17 years - $48.47/week
After 20 years - $59.24/week

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EASTHAMPTON PUBLIC SCHOOLS
EASTHAMPTON, MASSACHUSETTS
ADMINISTRATIVE ASSISTANTS EVALUATION FORM

NAME: _____ LOCATION _____ POSITION _____

DATE OF EVALUATION: _____

	4	3	2	1
	OUTSTANDING	SATISFACTORY	NEEDS IMPROVEMENT	POOR
1. Personal appearance/demeanor				
2. Punctuality (AM, breaks, lunch)				
3. Dependability				
4. Attendance				
5. Demeanor with parents, public, and telephone skills				
6. Relationship with students/student issues				
7. Responsiveness to administration				
8. Collaboration/cooperation with teachers/staff				
9. Ability to maintain confidentiality				
10. Thoroughness, neatness of work				
11. Ability to understand assignments				
12. Knowledge of office clerical procedures				
13. Ability to carry out instructions				
14. Ability to organize and plan out work				
15. Accuracy and attention to detail				
16. Timeliness of work assignments				
17. Team player				
18. Problem solving capabilities				
19. Use of technology/skills				
20. Takes initiative				

Supervisor's Comments:

Employee's Signature: _____ Date: _____
(Note: signature indicates receipt of evaluation, not necessarily agreement with contents of evaluation.)

Supervisor's Signature: _____ Date: _____

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ARTICLE XXXIII
COTA/SLPA Salary Schedule

	FY22	
Level/Years Exp.	Annual Salary	Hourly Rate
1 (1-3)	$34,701.75	$27.45
2 (4-5)	$38,171.25	$30.19
3 (6-7)	$41,643.75	$32.94
4 (8-9)	$45,111.75	$35.68
5 (10-11)	$48,583.50	$38.43
6 (12)	$52,053.00	$41.17
7 (13-20)	$52,922.25	$41.86
8 (21-25)	$53,337.75	$42.19
9 (26+)	$53,482.50	$42.31

	FY23 2%	
Level/Years Exp.	Annual Salary	Hourly Rate
1 (1-3)	$35,395.50	$28.00
2 (4-5)	$38,934.75	$30.80
3 (6-7)	$42,477.00	$33.60
4 (8-9)	$46,014.00	$36.40
5 (10-11)	$49,554.75	$39.20
6 (12)	$53,094.75	$42.00
7 (13-20)	$53,980.50	$42.70
8 (21-25)	$54,404.25	$43.04
9 (26+)	$54,552.75	$43.15

	FY24 2%	
Level/Years Exp.	Annual Salary	Hourly Rate
1 (1-3)	$36,103.50	$28.56
2 (4-5)	$39,713.25	$31.41
3 (6-7)	$43,326.00	$34.27
4 (8-9)	$46,934.25	$37.13
5 (10-11)	$50,546.25	$39.98
6 (12)	$54,156.00	$42.84
7 (13-20)	$55,060.50	$43.55
8 (21-25)	$55,492.50	$43.90
9 (26+)	$55,643.25	$44.02

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APPENDIX A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Easthampton School Committee and the Easthampton Education Association (Secretarial Unit),acting by and through the Superintendent of Schools and the President of the EEA, is entered on the__ day of October 2011and here by records their agreement with respect to recognizing that there is some confusion and/or misunderstanding regarding the Personal Leave available to part time secretarial employees covered by the Secretarial Unit of the EEA and both parties agree as follows:

1. Personal Leave taken under Article VIII is a protection against loss of earnings. It is not a vested right for compensation accrued.

2. There is no language in Article VIII, or the collective bargaining agreement in general that pro-rates the amount of leave time available to part time employees.

3. Personal Leave time is referenced in days and absent specific language defining the use of the word "day", the word day is meant to refer to an individual's work day for the day (time off) requested.

4. Employees are eligible for one, two, three, four or five such "days" based on their seniority in the bargaining unit from their date of hire. There is no pro-ration of seniority for part time employees.

5. Approval of Personal Leave is a discretionary right retained by the employee's immediate supervisor as delineated in Article VIII, Sec. 3.

FOR THE EASTHAMPTON SCHOOL COMMITTEE	FOR THE EASTHAMPTON EDUCATION ASSOCIATION (SECRETARIAL UNIT)
_____	_____
Superintendent Date	President Date

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APPENDIX B

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Easthampton School Committee and the E.E.A. Secretarial Unit is entered on the day of May 2009.

Effective June 22,2009, Central Office Secretaries will work a 4;day, 35-hour work week on Monday, Tuesday, Wednesday, and Thursday due to Mayor Michael Tautznik's decision to close all offices located at 50 Payson Avenue on Fridays. Daily hours Monday through Thursday will be 8.75 hours except as described below.

When a holiday falls on a Friday, the central office secretaries will work 7-hour days on Monday, Tuesday, Wednesday, and Thursday, to make the 35 hour work week (i.e. The central office secretaries work 4 days @ 7 hours for a sub-total of 28 hours and receives 7 hours holiday for a total of 35 hours in the week) The central office secretaries will work 7-hour days on Monday, Tuesday, and Wednesday the week of Thanksgiving when there are two holidays in one week

When a holiday falls on a Monday, Tuesday, Wednesday, or Thursday, the central office secretaries will work 28 hours divided up over the three (3) remaining workdays. (i.e. Monday is a holiday at 7 hours, Tuesday work 9.5 hours, Wednesday work 9.25 hours, and Thursday work 9.25 hours for a sub-total of 28 working hours and 7 holiday hours for a total of 35 hours in the week)

When a central office secretary is out sick or takes an approved vacation, personal, or contract family medical day on a Monday, Tuesday, Wednesday or Thursday, the central office secretary will be charged for the hours scheduled to work that day. (i.e. 8.75 hours on a normal 4-day workweek; and either 9.25 hours or 9.5 hours during a week that has a holiday that falls on a Monday, Tuesday, Wednesday, or Thursday.)

FOR THE EASTHAMPTON COMMITTEE

_____
Superintendent Date

FOR THE EASTHAMPTON SCHOOL EDUCATION ASSOCIATION SECRETARIAL UNIT

_____
President Date

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APPENDIX C

HEALTH INSURANCE SIDE LETTER

October 9, 2008

Mr. Robert Parent, President
Easthampton Education Association

Dear Mr. Parent:

The purpose of this letter is to give written expression of my understanding of the tentative agreement reached on October 8, 2008, during our mediation session with Michael Boyle.

This understanding is as follows:

1. The Easthampton Education Association will accept the School Committee, "Basis for Settlement", dated September 24, 2008.

2. The School Committee will reimburse School Department employees for a maximum of $20,000, per fiscal year, for documented expenses resulting from any new Health Insurance deductible that emanates from changes in Health Insurance plan design under the Insurance Advisory Committee process as delineated in Item #5 in the September 24, 2008 School Committee proposal. The amount of the reimbursement will be calculated as the difference between the new deductible under the employee's Health Insurance Plan and the savings in reduced premium costs. The above referenced $20,000, will be the limit of any reimbursement total made to School Department Employees in any fiscal year.

For the Easthampton School Committee,

Thomas Brown, Chairman

Enclosure: September 24, 2008 "Basis for Settlement"