

**AGREEMENT**

**BETWEEN**

**METHUEN SCHOOL COMMITTEE**

**AND**

**METHUEN PROGRAM ASSISTANTS' ASSOCIATION**

**2014-2017**

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**ARTICLE 1  
RECOGNITION**

- 1.1 The Committee hereby recognizes for the purpose of collective bargaining the Association as the sole and exclusive representative for regularly employed persons in the following jobs: Methuen Program Assistants and excluding all managerial, supervisory, administrative, clerical, confidential employees and all other employees employed regularly, or from time to time, by the Committee.
- 1.2 Any reference to male employee shall include female employee.
- 1.3 The parties to this Agreement shall not discriminate against any employee because of race, creed, color, religion, nationality, sex, age, marital status, physical handicap, or by reason of the employee's membership or non-membership in the Association or by reason of any activity or refraining from any activity in, with and/or for the Association not in contravention of any provision of this Agreement or law.

**ARTICLE 2  
MANAGEMENT RIGHTS**

- 2.1 It is recognized that the Committee reserves and retains, and will continue to do so whether exercised or not, the sole and exclusive rights, powers and authority to control, direct and manage the affairs and operation, in all its aspects, of the public schools of Methuen, Massachusetts. These rights, powers and authority shall not be exercised in a manner inconsistent with the terms and provisions of this Agreement. No action taken by the Committee with respect to the exercise of such rights, powers and authority, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and/or arbitration provisions of this Agreement.
- 2.2 Upon five (5) days prior notice, Program Assistant delegates to the MTA may request a day to attend the Annual Meeting of Delegates. The Methuen Education Association shall reimburse the District for the cost of substitutes. No more than one delegate will be allowed for each fifty (50) members of the Unit C bargaining unit.

**ARTICLE 3  
UNION DUES  
*AGENCY FEE*  
*INDEMNIFICATION***

- 3.1 Union Dues Deductions – From time to time, the employer will deduct union dues from the pay of each employee who has executed and filed the appropriate form with the employers and shall remit the aggregate thereof to the Union Treasurer.
- 3.2 Agency Service Fee – Upon compliance by the bargaining agent with all legal and regulatory provisions relative thereto, and pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or after the effective date of this Agreement,

whichever is later, each bargaining unit employee who elects not to join the union shall pay to the Association an agency service fee. The agency fee shall be deducted on a weekly basis, shall be equal in amount to the sum set by the local union as dues, and shall be used solely for the purposes of paying the expenses of collective bargaining and contract administration. The amount of such agency fee shall be limited to that portion of the association dues which is shown by the association to be directly related to negotiating and administering the collective bargaining agreement, consistent with regulations and decision of the Massachusetts Labor Relations Commission.

- 3.3. Indemnification – The Association agrees to indemnify and save harmless the Methuen School Committee for any action that the Committee or the Association may take pursuant to this provision, including any claims made against the Committee or Association by any employee or group of employees.

## **ARTICLE 4 WORK YEAR AND WORK DAY**

### **A. Work Year**

1. The work year is defined as 181 days, including one day of orientation before school starts, and 180 days with students. On eight (8) days each year, Program Assistants will be dismissed after a half day with full compensation. Said days will be designated prior to the start of each school year. The Program Assistants will have five (5) additional half days for professional development. Said days will be designated prior to the start of each school year.
2. When Labor Day falls on September 5, 6, or 7, the first student day will be scheduled during the week prior to the holiday. No staff or student day will take place on the Friday prior to the Labor Day holiday.

When Labor Day falls on September 1, 2, 3, or 4, the first student day will be scheduled **during** the week of the holiday.

### **B. Work Day**

The defined work day for Program Assistants shall be a six and one half (6.5) hour day which includes a non-paid, continuous duty free period of not less than thirty (30) minutes for lunch per day.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

- 5.1 For purposes of this Agreement, a grievance is defined as a complaint by an employee that as to him or her there has been a direct violation of the express terms of a specific provision of this Agreement. All grievances must be in writing and signed by the grievant, setting forth in precise detail the exact nature of any and all the facts given rise to the grievance, the contract provision(s) alleged to have been violated and the relief requested. Said grievance must be processed in accordance with the levels, time limits and conditions set forth below in this Article. No grievance may be heard without first having been presented at the lowest level at which the remedy sought can be provided.

5.2 Procedure for Processing a Grievance:

- (a) Level One: The grievance shall be presented to the employee's immediate supervisor within fifteen (15) school days or if after June 15, ten (10) business days of the employee knowing of, or should have known of, the act or condition on which the grievance is based. Said supervisor will meet with the grievant within three (3) days of receipt of the grievance and within five (5) days following said meeting shall render his decision in the manner.
- (b) Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or no decision is rendered within five (5) business days of the meeting with the grievant, the aggrieved employee may file the grievance in writing with the Superintendent within five (5) business days of receipt of the decision or the allotted time period in which a decision shall be rendered. The Superintendent will render his decision within ten (10) business days of receipt of the grievance.
- (c) Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision is rendered within ten (10) business days of receipt of the grievance, the grievant may elect to submit the grievance to the Committee within five (5) business days of receipt of the decision or the allotted time period in which a decision shall be rendered. Said submission shall be in writing. The Committee shall render its decision within fifteen (15) business days of receipt of the grievance.
- (d) Level Four: If the grievant is not satisfied with the disposition of the grievance at Level Three, or no decision is rendered within fifteen (15) business days of receipt of the grievance, the grievant may elect to submit the grievance to arbitration within five (5) business days of receipt of the decision or the allotted time period in which a decision shall be rendered.

5.3 The Arbitrator shall be selected by mutual agreement of the parties. If the parties fail to appoint an Arbitrator, he shall be selected from a list of Arbitrators supplied by the Massachusetts Board of Conciliation and Arbitration. The costs of said arbitration shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding.

5.4 The Arbitrator shall have the authority only to interpret, apply or determine compliance with the provisions of this Agreement as related to the grievant and specific alleged violation thereof, lack of which will constitute grounds for non-arbitrability of the grievance.

5.5 If a grievance affects more than one (1) person in the bargaining unit, a group grievance can be originated by the unit and started at Level Two.

5.6 The time limits at any level can be lengthened by mutual consent.

## **ARTICLE 6 VACANCIES/BIDDING PROCESS**

6.1 A vacancy exists when:

- (a) A new position is created by the Committee to expand the services in the Methuen School System.
- (b) A new position is created due to a sudden influx of students.
- (c) A resignation, retirement and/or decision not to rehire which is effective at the end of the school year.
- (d) A resignation which occurs during the summer prior to August 15.

A vacancy does not exist when a Program Assistant is on a leave of absence allowed under this agreement.

6.2 A list will be established by the Superintendent of all positions for the next school year by June 10. A system wide email will be sent and a list of positions will be posted on the district website and at the Human Resource office.

If a current Program Assistant wants to put his/her position up for bid, he/she must submit a form to the Superintendent by the last day of the school year. Once a Program Assistant puts his/her existing position up for bid, he/she may not reverse that decision and knows at the outset that if he/she does not get a desirable position, he/she is not guaranteed to return to his/her former position if someone with more seniority bids for it.

Program Assistants who bid on a position will do so based on seniority in the district. A meeting will be held on the last day of school to bid on positions. This is a mandatory meeting; all Program Assistants must attend.

In the event a bargaining unit position(s) becomes vacant during the summer, prior to August 15, the position(s) will be posted for five (5) business days through the district email, the district website and at the Human Resource office. All job postings will be mailed to the Chairperson(s) of the Unit. Program Assistants may provide the administration with a personal email address or a self-addressed, stamped envelope if they wish to have job postings mailed to them when school is not in session.

Any Program Assistant may apply for the open position and the bidding process will occur with only the Program Assistants who have applied for the open position(s). The resulting vacant position(s) will be filled with a qualified recall candidate. If there are no qualified internal candidates or recall candidates, the Administration will post the position(s) externally until such time the position(s) is filled with a qualified candidate. In the event that a position becomes vacant after August 15th, the district agrees to fill said position first with a Program Assistant on the recall list. If there are no eligible Program Assistants, the position will be filled with a substitute for that school year. All positions filled with substitutes will be added to the list referenced above, in the first paragraph.

In the event no qualified substitute is available, no permanent job transfer will occur unless a job posting has been issued as herein provided except that the Committee may

make job reassignments for a limited duration to meet exceptional, emergency, or special situations. No employee will suffer reduction in his assigned rate of pay because of such job reassignment and the transferred employee has the right to return to his/her original position at the end of the school year.

- 6.3 No Program Assistant will be assigned duties without current appropriate training, certification or background experience as determined by the Superintendent or his/her designee.
- 6.4 Job postings, transfers, or personnel changes shall be reported to the Chairperson(s) of the Association as soon as possible. When a new Program Assistant is hired, the Chairperson(s) shall receive the following information:
1. Name
  2. Job Description
  3. Date of Employment
  4. Appointment Date
- 6.5 In the event of a vacancy in an after school or summer position:
- (a) The position will be posted internally for (5) school days.
  - (b) The position will be filled by the senior, most qualified applicant provided he/she has a satisfactory attendance record for the previous year.
  - (c) If there is no qualified, internal candidate, the Administration will post the position externally until such time as the position is filled with a qualified candidate.
  - (d) Payment for this service will be at the rate of \$18.00 per hour.
  - (e) In the event a Program Assistant is hired by an after school program or summer program as a “teacher” based on his/her credentials (i.e. MA DESE licensure), he/she will be paid at the rate of \$30 per hour.

## **ARTICLE 7 EMPLOYMENT AND WAGE POLICY**

- 7.1 A regular employee is one who is assigned to a permanent position and employed on a regular basis.
- 7.2 Regular basis of employment shall consist of a work day equal in hours to the regular school day as established by the Committee, and a work year of one (1) day more than the number of student days each school year, that being the day before the students.
- (a) There will be a mandatory meeting of all Program Assistants on the first day of the school year. This meeting will be run by the Unit C Chairperson(s). The meeting will follow any meeting or activity scheduled by the Administration
- 7.3. (a) A Program Assistant used as a substitute teacher will receive a thirty dollar (\$30.00) stipend in addition to their regular pay. Building principals will make every effort not to use a Program Assistant as a substitute teacher more than two times per month.

- (b) When a Program Assistant is employed as a substitute teacher, that employee shall follow the teacher schedule only and will not be required to perform any other duties.
- (c) If a Program Assistant is called to cover for one or more teachers who are out of their classroom(s) for more than a total of two (2) hours in one day, the Program Assistant will receive the substitute stipend of thirty (\$30.00) dollars.
- (d) When a Program Assistant is employed as a substitute teacher in the same position for more than (10) consecutive school days, he/she shall be compensated at the rate of \$60.00 per day above their regular compensation.

7.4 In the event the school building to which an employee is assigned and in which he/she regularly works is closed and the students and teaching staff of said building are excused or released from attendance, said employee shall be released from her assigned duties for said period of closure without loss of pay provided, however, the Committee may make an interim assignment to another school building.

7.5 Seniority status of a Unit C employee will be established from the date of first employment as a Methuen Program Assistant. Seniority will not accrue during any period of unpaid leave of absence of thirty (30) days or more, except in cases of documented medical leave. A Program Assistant who has a break in service for one (1) school year or more will not be credited with any previous service on the seniority list. This does not apply to any Program Assistant on the recall list as outlined in section 8.5.

7.6 In a situation where the Superintendent determines that an employee's actions are unacceptable, progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Superintendent determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand. If the Superintendent and/or his designee dismisses, suspends or disciplines a member of the bargaining unit, said employee may request that he/she be informed in writing about the fact which prompted such action. No employee shall be reprimanded, disciplined, suspended, reduced in rank or compensation or terminated without just cause.

7.7 Program Assistants will be paid annual stipends accordingly for the following degree/certificates:

SPEDIAC	\$300
Associates	\$350
Bachelor's	\$400

Should a Program Assistant qualify for a stipend in more than one area of the above listed certificates/degrees, he/she will be able to collect the stipends for each certificate/degree that he/she possesses. Said stipends will be payable prior to the last day of June to those members employed for 91 or more days within that school year.

7.8 No employee shall be required to lift, move, or transport in her own vehicle any equipment, machinery, audio-visuals, or electronics.

7.9 1. A Program Assistant assigned to the media center will not be the primary instructor of any classes.

2. In any media center operating with 2 or fewer Program Assistants, the Program Assistant will not be assigned any duties, building jobs or any coverage assignments.
3. All Program Assistants assigned to the media center will be guaranteed a 45 minute non-instructional block each day to perform essential media routines and procedures.

- 7.10 It is expected that each Program Assistant will work with the appropriate teacher(s) to
- assist in keeping students on task
  - implement student modifications and/or behavior plans
  - provide small-group instruction
  - address educational and physical (including feeding and toileting) demands of assigned student(s)

Program Assistants will not provide written assessment (grades) for their groups but will provide academic feedback, if necessary.

- 7.11 Each Program Assistant will be given written notice of his/her assignment as early as possible in June, but no later than the last day of school in June. If after this date, there are any necessary changes in said assignments, Program Assistants will be notified in writing as soon as possible.

## **ARTICLE 7A EVALUATIONS**

All observations of the work performance of a Program Assistant shall be conducted openly and with the full knowledge of the Program Assistant. All employees new to the system shall be evaluated three (3) times within the first year of service; all other employees shall be evaluated once per year prior to May 1. The evaluation document used by the Methuen School Department for Program Assistants will be part of this contract.

The Evaluation Tool will be reworked as part of a joint subcommittee.

## **ARTICLE 7B SALARIES**

Program Assistants may choose to be paid in either twenty-one (21) or twenty-six (26) biweekly installments payable on Thursdays, beginning with the second Thursday of the work year. For those who elect 26 payments, the final five installments will be paid no later than the last Thursday in June. If a holiday occurs on a Thursday, Program Assistants will be paid on the last working day prior to the holiday, when possible.

Effective July 1, 2014, any Program Assistant who does not have a sufficient number of sick days on June 1 to cover the remainder of the school year or has fewer than ten (10) sick days at the beginning of the next school year, will be required to elect the 26 payment option for the following school year and until further notice.

## ARTICLE 8 JOB ASSIGNMENT

- 8.1 A regular employee shall be notified by the Superintendent, if possible, by June 1st of each school year as to his/her reappointment to or release from said employment.
- 8.2 The Superintendent reserves the right to make assignments of Program Assistants as it deems to be in the best interest of the Methuen Public Schools. No such assignments and/or reassignments shall be made without a five (5) business day written notice of intent to reassign the Program Assistant. The Program Assistant will have five (5) business days from the receipt of the assignment change to request a meeting with the Superintendent or his/her designee to discuss the transfer. All assignments will be made on a fair and equitable basis.
- 8.3 From November 1 through March 15 of the school year, no outside duty will be for more than fifteen (15) consecutive minutes whenever possible, but never more than thirty (30) minutes in any sixty (60) minute period.
- 8.4 Reduction in Force:
- (a) At the end of the school year: In the event the Superintendent deems it necessary to reduce the number of Program Assistants at the end of the school year, the order of reduction shall be based on seniority in the district. The position which the Program Assistant holds may or may not be eliminated as part of this reduction in force. Notification of reduction in force will be given by June 1<sup>st</sup>.
  - (b) During the school year: In the event the Superintendent deems it necessary to eliminate a Program Assistant's position for non-financial reasons during the school year (i.e. student leaves the district in a one-to-one situation), every effort will be made to retain the displaced Program Assistant with equivalent hours in another position or temporary position for the remainder of the year. The displaced Program Assistant will then be eligible to bid into an open position according to section 6.2.
  - (c) A second and final list of available positions will be generated and distributed on the tenth (10<sup>th</sup>) day of the reduction of force process to those Program Assistants who are still without positions.
  - (d) Once the bidding process is complete, the choices are final and cannot be revoked.
- 8.5 Program Assistants laid off pursuant to Section 8.4 shall have a right of recall for a period of twenty-eight (28) months following the date of layoff notification. A Program Assistant may refuse one (1) recall assignment and remain on place on the seniority list.
- (a) In the event that a position for a laid-off Program Assistant (See Article 6.2) occurs in the bargaining unit during the twenty-eight (28) month recall period and the School Committee decides to fill that vacancy, laid off employees will be recalled in order of their seniority. A Program Assistant must notify the Superintendent and/or his designee of his/her current address. A laid off Program Assistant will be given written notice of a vacancy arising under the terms of this paragraph. A laid off Program Assistant will have one (1) week from the postmark date of written notice to

contact the Superintendent and/or his designee to verbally accept a posted position. Said Program Assistant must then follow up in writing with his/her intention to accept the position. Such letter should be received within two (2) weeks of the postmark date of the original written notice. Failure of a laid off Program Assistant to accept a second offered position, except for medical reasons verified by a doctor's certificate and/or to inform the Superintendent and/or his designee of his/her current address, shall terminate the employee's recall rights. Those Program Assistants who are not interested in being placed on the recall list shall inform the Superintendent and/or his designee and shall not be placed on the recall list.

- (b) The recall period during which a Program Assistant was laid off and subject to recall shall not count towards years of service in the school system. However, in the event a Program Assistant is recalled, he/she shall be credited with the seniority which he/she possessed on the last working day prior to layoff. Program Assistants recalled pursuant to this section shall carry over only the sick leave which was credited to them at the time of their last day of work prior to being laid off.

## **ARTICLE 9 SICK LEAVE**

**9.1** A permanent employee shall be granted sick leave with pay for non-work connected illness or injury under the following terms and conditions:

- (a) Each Program Assistant will receive one and one half days per month accumulated sick leave to be added to his/her accrual balance on the first paycheck of each month.
- (b) Sick Leave days shall be accumulated to maximum of two hundred ten (210) sick leave days. Program Assistants who have reached the maximum accumulated sick leave days shall be entitled to retain such greater accumulation until the end of the school year.
- (c) Accumulated sick leave is available for use in the following manner:
  - 1. When it is established that a person is incapacitated for performance of his regular duties
  - 2. For medical, dental or optical examination or treatment
  - 3. Up to seven (7) days per year may be used when a member of the immediate family requires the care and attendance of the employee. If more time is needed during the school year, such time can be granted by the Superintendent at his/her discretion. Said decision to extend is not grievable.
- (d) The Superintendent may require a medical certificate for each absence in excess of five (5) consecutive days or ten (10) cumulative days in a work year. The Superintendent, may at her discretion, require an examination by a physician elected by the Superintendent at the Committee's expense for each absence in excess of five (5) consecutive days or ten (10) cumulative days in a work year. Said medical certificate must be from a physician, not a Nurse Practitioner or Physician's Assistant.

- (e) As of September 1, 1988, those employees presently having accrued more unused sick days than the above stated maximum, shall retain the total number of days earned, but additional sick days accrued shall not be credited to the employee until the number of sick days accrued has been reduced by use to a number below that of the maximum allowed. Then, additional sick days shall be credited as earned but not to exceed the maximum total allowed.
- (f) Any Program Assistant who is absent two or fewer days per year (excluding personal days, bereavement days, jury duty, and/or professional/Association days) will receive a bonus of \$350 by the last day of school. A Program Assistant must be hired by October 1<sup>st</sup> of said year to be eligible.

## **9.2 Sick Leave Pool**

The Methuen School Committee and the Program Assistants' Association (Unit C) agree to maintain a Sick Leave Pool for the members of the bargaining unit, which will be administered by the Association according to the following guidelines:

- (a) Each Program Assistant must become a member of the Sick Leave Pool for Program Assistants.
- (b) If the number of days in the Program Assistant sick leave pool is more than 30% of the number of members in the Unit, Program Assistants will not have to donate a day to the pool. If the number of days drops below 30%, Program Assistants will donate one day on the first day of school in September.
- (c) The Sick Leave Pool Committee will be established yearly by the Unit C Chairperson(s) and will consist of at least 4 (four) members of Unit C. Selection of committee members will be completed and names will be submitted to the Superintendent within the first full week of school. Decisions requiring use of the sick leave pool will rest solely with the Sick Leave Pool Committee.
- (d) The following procedures and criteria will be used to determine eligibility for benefits and the number of days to be granted:
  1. The employee has exhausted his/her sick leave.
  2. The employee has completed two (2) or more years of service in the Methuen Public Schools.
  3. The employee, or in the event of incapacity, his/her representative, must obtain a Sick Leave Pool application form from a Sick Leave Pool Committee member. The application must be accompanied by an original, dated letter/note from a state certified medical doctor or nurse practitioner. This documentation must include the nature of the illness (diagnosis), a statement indicating that the member is unable to work in any capacity, as well as the anticipated date of return to work.
  4. The Sick Leave Pool Committee may not award more than ten (10) sick days upon the initial application if substantiated by all the required documentation outlined on the MEA Sick Leave Pool application. Application must be made for additional benefits which may be awarded in increments of 30 days up to a total of 90 days. It is understood that it is not automatic that an employee will be covered for the entire illness and there is no guarantee that paychecks will not be interrupted. Leave taken

- pursuant to this Article will be deducted from the employee's statutory leave entitlement under the Family and Medical Leave Act, if any.
5. The sex or marital status of the employee will have no basis in the decision to allow or deny sick leave bank benefits.
  6. In the event of death, no sick leave granted by this committee will be paid to the employee's estate, nor shall sick leave be paid to an employee who has been terminated, or resigned from his/her position.
  7. Sick leave days drawn from the bank will be actual workdays in which school was in session excluding weekends, holidays, school closing and vacation periods.
  8. All policies and procedures should be kept by all Unit C members as a reference. The policies and procedures will be strictly adhered to in all respects.
- (e) Actions taken by the Sick Leave Pool Committee on sick leave pool requests will be forwarded to the Superintendent for his/her approval.
- (f) No decision of the Sick Leave Pool Committee will be subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Pool Committee itself.
- (g) The existence of the sick leave pool is a privilege rather than a convenience; therefore, days will be granted from the pool only in cases of serious injury or illness verified by a physician's certificate which demonstrates genuine disability and includes clarification of what the patient can do, in relation to assigned duties.
- (h) Upon return from extended sick leave during which benefits were received through the Sick Leave Pool, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.
- (i) Unused sick leave days of a Program Assistant who retires and/or resigns will be added to the sick leave pool.
- (j) Decisions relating to the granting of sick days from the pool will not affect the District's right to make determinations regarding any employee relations matter, including the determination regarding the appropriateness of any employee's use of sick time.

## **ARTICLE 10 BEREAVEMENT LEAVE**

Employees covered by this agreement will be allowed time off without loss of pay for up to **five (5)** working days following a death in the immediate family. The immediate family for this article shall be defined as husband, wife, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law grandparents and grandchildren.

Bereavement Leave of two (2) days may be taken for the death of a relative of an employee who is the employee's aunt, uncle, great-grandparent, niece or nephew. Said bereavement day shall be the day of the funeral and the time so granted for the purpose of attending said funeral.

At the discretion of the Superintendent of Schools, this leave may be extended.

## **ARTICLE 11**

### **LEAVE OF ABSENCE / PERSONAL DAYS**

- 11.1 Each Program Assistant will be credited with three (3) personal leave days at the beginning of the school year. The three (3) personal leave days may be used for critical and necessary personal, legal, business, household or family matters which require absence during school hours. The reasons for personal days are personal and confidential. However, personal leave days cannot be used the first day of the school year, the last 2 weeks school is in session, or the day preceding or following a holiday or vacation without reason and permission from the Superintendent. Request for personal leave days will be made 72 hours in advance whenever possible.
- 11.2 Professional Leave for the purpose of attending meetings or conferences of an educational nature will be allowed upon the recommendation of the Program Assistant's Principal and approval of the Superintendent.
- 11.3 Time necessary for legal proceedings, which are not personal but are directly related to the delivery of services to the children and other staff members in the conduct of expected duties of a Program Assistant, will be allowed, with pay, if attendance is required by law.
- 11.4 The Superintendent may grant temporary leaves of absence with pay for good reason.
- 11.5 The Committee in its sole discretion may grant an extended leave of absence without pay to those bargaining unit members who, as a result of personal illness, have exhausted all accumulated sick leave. Said leave, if granted by the Committee, shall not constitute a break in service for purposes of computing seniority status.
- 11.6 A leave of absence shall be granted to an employee selected and ordered to perform jury duty. The employee shall be paid the difference between his/her assigned regular rate of pay and the pay which he/she receives from the court for such services. In order to effectuate this, the employee will turn over the pay received from the court and the verification of jury service within three (3) weeks after the completion of his/her jury service.
- 11.7 Leave days cited in 11.3, 11.4 and 11.7 are not included in the three (3) leave days cited in 11.1 and should be professional leave days with as many given as recommended by the Program Assistant's principal.
- 11.8 Employees should be aware of the benefits of the Family Leave Medical Act.
- 11.9 Any Program Assistant who is on a leave of absence (paid, without pay or maternity/paternity) for over 181 school days will be able to come back to a unit position if one is available. After one year, the Program Assistant will be entitled to a position; not necessarily the same position he/she held prior to the leave. After one year, the Program Assistant position will be posted as described in Article 8, Job Assignment.

## **ARTICLE 12 MATERNITY LEAVE**

- 12.1 A regular employee upon becoming pregnant shall furnish the Committee with a report of examination from her physician stating expected date of delivery and indicating her ability to continue the performance of her job in a safe and effective manner. The Committee may require that the employee, prior to the taking of and/or upon returning to work following a maternity leave of absence, be examined by an employer designated physician whose fee shall be paid by the Committee for the purpose of establishing, to the satisfaction of the Committee, the employee's ability to perform her assigned responsibilities in an effective and safe manner.
- 12.2 A maternity leave of absence may be granted for a period of up to eight (8) weeks commencing from the time the employee is absent from her employment for the purpose of giving birth, provided the employee has completed the probationary period as herein established and has given a two (2) week notice of her anticipated date of departure from her employment and provided premature delivery does not prevent the giving of such notice. Consistent with M.G.L., Chapter 149, Section 105d though said leave itself will be without pay, the Program Assistant may use any of her sick leave accumulation for said period of eight weeks or any portion thereof for which she will be disabled as a result of said pregnancy. The request for sick leave utilization will be made at the time of the request for maternity leave and will be accompanied by a physician's statement of disability.
- 12.3 The employee on maternity leave of absence shall give at least thirty (30) days notice to the Committee, stating her intention to return to her position to insure that her return to work will cause the least of amount of disruption to the orderly and effective operations of the Committee.
- 12.4 Those Program Assistants who work the required number of hours in a year will be eligible for benefits under the Family and Medical Leave Act (FMLA).

## **ARTICLE 13 INSURANCE**

The Methuen Education Association has ratified their health insurance agreement through the Methuen Public Employee Committee with the City of Methuen under M.G.L. ch 32B section 19.

## **ARTICLE 14 NON-RESIDENT STUDENTS**

### **CHILDREN OF NON-RESIDENT PROGRAM ASSISTANTS**

Any Unit C members who are not residents of Methuen, and who begin employment in the Methuen Public Schools on or before ratification of this 2009-2011 Agreement, may enroll their children in the Methuen Public Schools as long as:

1. There is an available slot.
2. The parent/unit member provides for the transportation of the students to and from Methuen Public Schools.
3. He or she is and does not become a discipline problem.
4. He or she does not require any special services, programs, or otherwise cause Methuen Public Schools to incur any expense.
5. If any of the conditions in paragraph 1 and/or 2 are not met, and/or the conditions in paragraph 3 and/or 4 exist, any obligation of the Committee under this article shall cease.

Requests under this Article must be renewed each year in writing to the Superintendent on or before May 15<sup>th</sup>.

Decisions of the School Committee in regard to the terms of this article shall neither be grievable or arbitrable.

## **ARTICLE 15 NO STRIKE – NO LOCK OUT**

- 15.1 The Association agrees that there shall be no strike, work stoppage, slowdown, or any other interference with the usual and customary conduct of the educational and business affairs and activities of the Methuen Public Schools or any of its employees by the Association, nor will any of its agents or members initiate, condone, sanction or participate in any of the foregoing acts.
- 15.2 The Committee agrees that there shall be no lockout of its employees from their employment during the term of this Agreement provided the employees continue in the faithful performance of their assigned and directed duties and responsibilities.

## **ARTICLE 16 EFFECT OF AGREEMENT**

- 16.1 This instrument constitutes the entire Agreement of the Committee and the Association arrived as a result of collective bargaining negotiations.
- 16.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining and that the understanding 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 shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement.

**ARTICLE 17  
SEVERABILITY**

- 17.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and shall be without force and effect except to the intent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.

**ARTICLE 18  
SICK LEAVE BUY BACK**

- 18.1 Effective on the first day of the contract, a Program Assistant who submits a written notice to the Superintendent by September 1 of the school year in which he/she intends to retire will be compensated a sum of money equal to \$35 per day for each unused sick leave day up to a maximum of 181 days. The sum shall be paid no later than July 31 after the school year in which the Program Assistant retires. In order to receive this compensation, the Program Assistant cannot have been absent more than ten (10) sick days during the year immediately prior to his/her retirement. However, the Superintendent at his/her discretion may grant an exception to this ten (10) day limitation for physician documented serious illness extending ten (10) or more days in length, i.e. extensive surgery or hospitalization.

**ARTICLE 19  
MUTUAL CONCERNS COMMITTEE**

The Superintendent and the Association agree to re-establish a Mutual Concerns Committee that will meet bi-monthly. The purpose of the Committee is not to replace collective bargaining or the grievance procedure, but to establish an on-going forum for discussion between the parties. Both parties will determine the composition of their Mutual Concerns Committee. Potential items for discussion by this committee will include, but not be limited to: health and safety, utilization of sick leave; training.

**ARTICLE 20  
DURATION**

20.1 This Agreement will be in full force from July 1, 2014 until June 30, 2017.

METHUEN SCHOOL COMMITTEE

METHUEN PROGRAM ASSISTANTS  
ASSOCIATION

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## APPENDIX A WAGE SCHEDULE

Wages paid to members of this bargaining unit will be on a salaried basis payable in either 21 or 26 bi-weekly installments as follows:

2015-16      add Step 5 ~ in order to move to step 5, the employee must at least be at the start of his/her 10<sup>th</sup> year of employment

	EFFECTIVE July 1, 2014 2%	EFFECTIVE July 1, 2015 2% plus step 5	EFFECTIVE July 1, 2016 2%
STEP			
0	16,543	16,874	17,212
1	17,038	17,379	17,726
2	17,731	18,085	18,447
3	18,170	18,534	18,904
4	18,614	18,986	19,366
*5		19,500	19,890

Steps in the salary schedule are experience steps as a Program Assistant in the Methuen Public Schools. Any Program Assistant hired after November 24, 1992 without prior experience as a Program Assistant in the Methuen Public Schools, will be placed on step 0.

- A.1 During the first 30 days of employment, the employee shall be considered to be on probation. Release of such employee from his employment during this probationary period shall be at the discretion of the Committee and not subject to the grievance and arbitration provisions of this Agreement.
- A.2 The Committee may employ substitute program assistants at a rate of \$65 per day. Program Assistants who retired from the union and return as substitute program assistants will be paid at a rate of \$85 per day.

Time and one half shall be paid in each hour in excess of the employee's regularly scheduled daily work hours (6 hours) with a minimum of one hour. The Program Assistant's supervisor must specifically assign all overtime.

**APPENDIX B**  
**LONGEVITY SCHEDULE**

During the period of this contract, any bargaining unit member who completes a period of continuous full time employment within the Methuen Public Schools in accordance with the following schedule shall receive a lump sum payment annually of the corresponding amount, provided, however, that the employee has completed 60 days continuous full time employment within the Methuen Public Schools by December 15 of the current school year. For purposes of this section only, continuous full time employment will not include leaves of absences without pay in excess of 90 school days.

5 years	\$250
10 years	\$350
15 years	\$400
20 years	\$475
25 years	\$550
30 years	\$650

## **MEMORANDUM**

The Methuen Program Assistants' Association and the Methuen School Committee agree to establish a committee consisting of the Superintendent or his/her designee, a member of the School Committee, and a minimum of three (3) Program Assistants to be chosen by members of the bargaining committee whose sole purpose is to develop updated job descriptions, as well as an instrument/language for the supervision and evaluation of Program Assistants. No later than 30 days after the ratification of this contract, the chairs of Unit C will sit with the Superintendent and his/her designees to identify the evaluation committee and set dates to develop the evaluation tool. The process is to be completed within three months from the initial meeting.