

Memorandum of Agreement

Between

AMHERST, PELHAM AND AMHERST-PELHAM REGIONAL SCHOOL COMMITTEES

AND

AFSCME COUNCIL 93, LOCAL 1725, AFL-CIO

July 1, 2021 through June 30, 2024

WHEREAS, the Union and the Committees have reached an agreement;

NOW, THEREFORE, the Union and the Committees agree the New Agreement shall consist of the Prior Agreements as modified herein;

ARTICLE 7 - GRIEVANCE AND ARBITRATION:

Section 1.

Any grievance or dispute which may arise between the Parties, regarding the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the principal, Maintenance or Transportation Administrator/Manager, whichever is applicable. The grievance shall be presented within seven (7) calendar days of the date of the grievance or the knowledge of its occurrence. A hearing will be held with the grieving party/s in an effort to resolve the matter and shall respond in writing to the employee and the Union Steward/Representative within seven (7) calendar days. If either party misses a timeline it will be mutually agreed upon to proceed to the next Step. Nothing in this step shall preclude the opportunity for the informal discussion of the grievance prior to the formal filing.

Step 2. If the grievance has not been settled, it may be presented in writing by the said parties grieving to the Assistant Superintendent within seven (7) calendar days after the written response at Step 1 is received or is due. The Assistant Superintendent shall hold a hearing with the grieving parties in an effort to resolve the matter, and shall respond to the said parties in writing within seven (7) calendar days. If the Assistant Superintendent fails to respond to the grieving parties the Union shall have the option to move the grievance to the next Step.

Step 3. If the grievance has not been settled, it may be presented in writing by the said parties grieving to the Superintendent within seven (7) calendar days after the written response to Step 2 is received or is due. The Superintendent shall hold a hearing with the grieving parties in an effort to resolve the matter, and shall respond to the said parties in writing within seven (7) calendar days.

Step 4. Restorative Practices by Mutual Agreement (Union and Employer)

The American Federation of State County and Municipal Employees (AFSCME) and the Amherst Pelham Regional School District are committed to creating a workplace that is inclusive, cares for staff needs, and helps to resolve conflicts in collaborative ways. To that end, if members of the AFSCME have a conflict to resolve, AFSCME will work with the district to support members in resolving the conflict and restoring the professional relationship between/among the aforementioned members.

Such Restorative practices must be mutually agreed upon by all parties involved in the conflict. Parties also agree that engaging in this restorative practice is by choice, and is non-punitive. Both parties understand that choosing to engage in this process voids their right to file a complaint on the matter that was brought to the Restorative circle; and agree that they will not file a complaint based on information shared in the restorative process.

Should a member choose to engage in a restorative process with a colleague/colleagues, then the member should notify the AFSCME, Local 1725 President (MazurJon@ARPS.org) or the Union Representative (current President, if different) and The Office of Diversity, Equity and Human Resources simultaneously (humanresources@arps.org). The restorative process will take place during the work day and release time will be provided. AFSCME and HR will communicate this request to the District's Restorative practitioners and our neutral party, Debbie Westmoreland and the outside AFSCME representative. These staff members will be described here on out as the Restorative Justice Committee (RJ Committee). The Restorative Justice Committee will initiate communication with all parties involved in the conflict to determine interest in participating in the process and arranging a suitable meeting time. No details of the meeting will be shared with the AFSCME or Human Resources. The RJ Committee will maintain the confidentiality of information disclosed (see exceptions below).

Exceptions to confidentiality:

Threat of self-harm

Threat, involvement in, or actual harm to another individual

Threat, involvement in, or actual harm towards a student

Step 5. Arbitration

- a. If the grievance is still unsettled in accordance with the procedures prescribed in Step 3 of this section, then either party may take the issue to arbitration by filing a written

demand with Labor Relations Connection within thirty (30) calendar days after either the receipt of the written decision of the Superintendent or the event causing the claim of a violation of Article 3.

- b. The arbitration proceeding will be conducted under the rules of the Labor Relations Connection. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Union and the Grievant. The expenses and the charge for the Arbitrator's services shall be shared equally by the School Committee (50%) and the Union (50%).
- c. If the School Committee claims the Union has violated the No-Strike Article of this Agreement, it may present such claim to the Union in writing and if the Parties fail to settle it within ten (10) calendar days, the School Committee may submit the issue to the arbitration under the provision of this Article.

Sections 2, 3, 4, 5, 6. Remain the same:

Delete: American Arbitration Association (throughout the contract) replace with Labor Relations Connection

ARTICLE 19 – VACATION:

- a. Employees working less than (12) months – Will receive up to (12) working days (pro-rated to the nearest full day).
- b. Employees completing 1-3 annually full years of service on June 30 – Will receive up to (15) working days

ARTICLE 20 – WAGES: Classification Change - Section 4. Van Drivers. Effective July 1, 2022 the parties agree to change the classification of non-CDL Van Drivers from Grade B to Grade C on the pay/wage scale. For existing employees this transition to Grade C will occur without any loss in step pay.

ARTICLE 21 – WAGE RATES: The salary schedules will be as follows:

Section 1.

Effective Retroactively to July 1, 2021 the new revised Labor Agreement wage rates for all bargaining unit members will be increased two percent (2%) to the base wages effective upon ratification of this agreement. In addition, in recognition of the efforts made during the 2020-2021 school year related to the pandemic, all bargaining unit members active/employed on 6/28/21 will receive a one-time merit pay bonus of \$2500.00 payable upon ratification of this agreement.

Section 2.

Effective July 1, 2022 the new revised wage rates for all bargaining unit members will be increased two and one half percent (2.5%) to the base wages.

Section 3.

July 1, 2023, the starting rate for the base wage reopener shall start at two and one half percent (2.5%). The parties will agree to start wage negotiations no later than the end of February of 2023.

Section 4.

FOOTWEAR ALLOWANCE: There will be an annual footwear allowance in the amount of \$200.00 payable in the first pay period of each contractual year beginning retroactively back to July 2021. The first payment of \$200.00 will be made upon ratification of this agreement.

Section 5.

ADD: Incentive program: Professionalism and job performance award – The School/District will award AFSCME bargaining unit members (4) across departments on a quarterly basis every year a total of \$1000.00 per quarter. The awards will be based on job performance, professionalism in the workplace and helping create a harmonious work environment. There will be a committee formed consisting of AFSCME members and Management to finalize the exact implementation of this program in the JLMC meetings. The program shall begin and the awarding of payments/bonuses in June of 2022.

ARTICLE 22 – HOLIDAYS: ADD: Juneteenth to the list of annual paid holidays

ARTICLE 33 – HEALTH AND SAFETY: ADD – Section 4. Mutual Respect/Hostile Work Environment – The employer and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Amherst-Pelham Regional Schools/Employer.

In addition, the parties agree it is the responsibility of all individuals to share and help create an environment free from intimidation, bullying, retaliation, favoritism nepotism and discrimination of any kind. It is important for everyone to promote a harmonious and equitable work environment for all to be successful.

If there is a complaint made regarding this section – it will require an investigation. A meeting will be held after the investigation and the findings will be provided to all parties in writing. If the findings are disputed, the dispute can proceed through the regular grievance process in Article 7, up to Step 4. Issues of discrimination will be handled by the appropriate agency/department.

ARTICLE 39 – Agency Fee: Replace current language with: – “Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.”

ARTICLE 40 – DURATION: The Agreement shall remain in full force and effect from July 1, 2021 to June 30, 2024. The parties agree that not later than May 1, 2024, to enter into negotiations for a successor agreement to be effective on July 1, 2024. The provisions of this Agreement will remain in full force and effect until such successor agreement is executed.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this day of May _____, 2022.

FOR THE SCHOOL COMMITTEE:
AMHERST-PELHAM REGIONAL
SCHOOLS

FOR AFSCME Council 93



Doreen Cunningham
Assistant Superintendent

Frank A. Gentile, Jr. Staff Representative



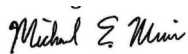
Douglas Slaughter
Director of Finance



Jonathan Mazur, President Local 1725



Eric Alexander, Steward



Michael Morris
Superintendent

BGG

Regional Chair

School Committee

School Committee

School Committee