

MEMORANDUM OF AGREEMENT
between
THE AMHERST-PELHAM EDUCATION ASSOCIATION AND
THE AMHERST, PELHAM AND AMHERST-PELHAM REGIONAL SCHOOL COMMITTEES
(2022 - 2025)

WHEREAS, the Amherst-Pelham Education Association (the "Association") and the Amherst, Pelham and Amherst-Pelham Regional School Committees (the "Committees"), have bargained collectively for new Unit A, Unit B and Unit C collective bargaining agreements (the "New Agreements") to succeed the Unit A Collective Bargaining Agreement for the period of September 1, 2021 through August 31, 2022, and the Unit B and Unit C Collective Bargaining Agreements for the period July 1, 2021 through June 30, 2022, respectively, (the "Prior Agreements");

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

NOW, THEREFORE, the Association and the Committees agree the New Agreements shall consist of the Prior Agreements as modified herein:

1. Duration. The parties agree to update the New Agreements to provide for a three-year agreement.
2. Compensation. The parties agree to the following:
 - A. Base wages shall be increased effective for Units A¹, B and C, as follows:

July 1, 2022: 3%
July 1, 2023: 3%
July 1, 2024: 3%

Unit A:

1. **Unit A - Extended Services Compensation.**

- (i) The parties agree to amend the second paragraph of Section E of Article 9 as follows:

Whenever a teacher is required by the School Department to attend an in-service or training program beyond the regular working hours, except as agreed upon in a negotiated policy, such a teacher will be paid at the following hourly rate:
~~\$15.99~~ \$30.00 an hour.

- (ii) The parties agree to amend the third paragraph of Section E of Article 9 as follows:

Whenever the professional skills of teachers are required by the School Department for service to students with special needs under Chapter 766 of the General Laws, beyond the regular

¹ Unit A increases are effective September 1st of each year as noted in Article 14 Section L. However, the intention and understanding of both parties is that the salary schedule is applicable to the school year. Pay rates for a given school year will apply to days worked before September 1st.

working day, such teachers will be paid at ~~the following hourly rate: \$20.77 an hour~~ **their contracted hourly rate on the salary schedule.**

2. **Unit A** - Bereavement Leave. The parties agree to include the bereavement leave language currently in the Unit B contract in the Unit A contract.
3. **Unit A** - Recognition. The parties agree to amend the Recognition clause to include occupational and physical therapists and Board Certified Behavior Analysts.
4. **Unit A** - Related Staff Professional Development. The parties agree to amend the Agreement to provide:

Collectively, the Districts shall make available \$3000 in funds each school year for related staff to use toward out of District professional development when the Districts do not offer discipline specific professional development. Such funds will be allocated among the Districts on a year-to-year basis based on staffing levels within each District, known needs and historical usage. A minimum of \$250 will be made available to each District. Unused funds from one District cannot be used for staff in another District. All requests for professional development must be approved in writing prior to registration. No individual employee will receive a reimbursement of more than \$200 per school year.

5. **Unit A** - Lane Notification Date. The parties agree to add a new paragraph 7 of Section L that reads, "Employees seeking to obtain a lane change must provide written notice of their anticipated eligibility for a lane change by January 31 for the following school year. If the transcript supporting the lane change is not submitted before the first payroll of the following school year, the lane change will be implemented beginning with the first payroll after the transcript is submitted and will not be paid retroactively."
6. **Unit A** - Code of Ethics of the Education Profession Principle I, Commitment to the Student. Amend paragraph 6 to include gender and identity.

Unit B

1. **Unit B** - Reclassification:
 - (i) Delete the classifications of Clerk/Typist D and Data Processing Assistant.
 - (ii) Effective July 1, 2022:
 - All Grade E positions will become Grade F positions;
 - Pelham Administrative Assistant will increase to Grade H;
 - Summit Academy position will increase from Grade E to Grade G;
 - Food Service Admin Asst/Bookkeeper will increase to Grade H; and
 - Accounting Clerk will increase from Grade G to Grade H.
 - (iii) Effective July 1, 2023, all Grade F positions will become Grade G positions (including those that became Grade F positions on July 1, 2022).

The table below reflects the progression of the grade classifications described above from current to years 1 & 2 of the contract.

Pay Classifications	Current Grade	Grade Yr 1: July 1, 2022	Grade Yr 2: July 1, 2023	Positions
Payroll Supervisor	I	I	I	BO Position
Accounting Clerk	G/H	H	H	BO Positions
Registrar	H	H	H	Elem & Sec Positions
Administrative Assistant I	H	H	H	All FY Positions not listed separately
Administrative Assistant II	F	F	G	HS Guidance Position
Administrative Assistant III	E/F	F	G	All SY Positions not listed separately
Pelham Administrative Assistant	G	H	H	PE Position
Food Service Admin Assistant/ Bookkeeper	G	H	H	Food Service Position
Summit Academy Position	E	G	G	Summit Academy Position

2. **Unit B - Stipends.** The Committees agree to:

- (i) Create a website coordinator stipend of \$750; and a
- (ii) Bilingualism stipend of \$250. The bilingualism stipend shall be paid to any Unit B employee who has successfully completed the Bilingualism Language Education Endorsement Certification program at UMass, or has otherwise demonstrated a bilingualism proficiency appropriate for their position as determined by the District.
- (iii) Appendix A: An additional ~~\$600~~ \$1,000 will be added for those employees who have been on Step 9 for two (2) full contract years. This supplement will be prorated for employees who work less than a calendar year. Effective July 1, 2022, an employee must have been on Step 9 for two (2) full contract years to receive the additional ~~\$600~~ \$1000 supplement.

3. **Unit B - Housekeeping.** The parties agree to make the following housekeeping change:

Article 10, Conditions of Employment- in connection with the time change at the high school, clarify the first sentence of section B as follows: "The normal work day shall consist of no more than seven and one-half (7 1/2) consecutive hours per day, exclusive of a lunch period, scheduled between 7:00 AM and ~~4-00~~ 4:30 PM."

Unit C

1. **Unit C:** Add a toileting differential of \$.50 per hour for bargaining unit members who are assigned on a 1:1 basis to a student with an IEP that requires toileting support.
2. **Unit C:** Add a differential of \$.50 per hour for bargaining unit members who are certified in behavioral and/or psychological intervention provided by the district (such as Safety-Care or CPI), or possess an RBT certification.
3. **Unit C - Wage Schedule amendments:**
 - (i) July 1, 2022: Delete Step 3 of the Unit C step schedule and renumber accordingly; add a new step at 3.5% above the current top step.
 - (ii) July 1, 2023: Delete New Step 1 and renumber accordingly.
4. **Unit C - Stipends for Extracurricular Activities.** The parties agree that Unit C bargaining unit members are eligible to receive extracurricular activities stipends for the activities and rates described in the Unit A contract if they perform such activities.
5. **Unit C - Educational Recognition.** The parties agree to amend Article 14 by inserting a new section, Educational Recognition, that reads:

The Districts shall budget \$25,000 for Fiscal Year 2025 to recognize the educational achievement of paraprofessionals who have obtained a Bachelors (or higher) degree in elementary education, special education, English as a second language, counseling, math, science or English or who are licensed as a teacher. The budgeted amount shall be divided equally to all members of Unit C who have provided the District's Human Resources Department with a certified, original transcript or licensure documentation demonstrating successful attainment of a qualifying degree or license on or before November 1, 2024; provided no member shall receive a payment in excess of \$500. The Districts shall make payment prior to December 31, 2024.
6. **Unit C - Substitute Teaching.** The parties agree to increase the hourly rates in Section K of Article 14 by \$10 per hour and reduce the minimum from one hour to 30 minutes as follows:

A Paraeducator who is assigned by an elementary or secondary principal (or designee) to act as a substitute teacher, if a substitute is not provided for the Paraeducator position, will be compensated at the rate of **\$60** per day, in addition to his/her regular rate of pay, if the Paraeducator substitutes for the full day. If services as a substitute are required for a minimum of **thirty (30) minutes**, this rate will be prorated. If a substitute is provided for the Paraeducator position, the Paraeducator who is assigned by an elementary or secondary principal (or designee) to act as a substitute teacher for a full day, will be compensated at the rate of **\$40** per day, in addition to his/her regular rate of pay. If services as a substitute are required for a minimum of **thirty (30) minutes**, this rate will be prorated. **Substitute assignments shall be made based upon paraeducators' skills, education (i.e., those receiving the educational**

recognition in Article 14(0)), certification, training, current assignment and building staffing, and shall generally be made in an equitable manner when accounting for these factors.

8. **Unit C - Handbook.** The parties agree to amend the Unit C collective bargaining agreement by adding language that the Districts will distribute a paper copy of the then current Paraeducator Guidelines to all new Unit C members and that a paper copy will be maintained in the main office of each school building.

9. **Unit C - Amend Article 11 Evaluation as follows:**

Section A

Monitoring or observation of the work performance of an employee is an on-going process. One informal evaluation (verbal or written) shall be held **by** January 31, and one ~~informal (verbal or written)~~ written evaluation shall be held by June 1. **The evaluation document shall be included in the handbook and provided to new employees no later than September 15.** The first evaluation shall be a discussion, at an appointed meeting between supervisor and employee, at which job responsibilities and performance of the employee will be discussed. The second evaluation shall be a written report, and will be submitted by the employee's supervisor. This process will be open and with full knowledge of the employee. Copies of the written evaluation will be given to the employee, and the employee will have the right to discuss the report with his/her supervisor. Any evaluation must be signed by the employees evaluated. Such signature in no way indicates agreement with the contents thereof but merely that the employee has seen the report and had the opportunity to write a rebuttal.

10. **Unit C - Add New Article: Merit Awards**

Merit awards will be on a one (1) year basis and nominations for merit may be made by the supervisor of any employee under this contract, school staff, students or their parents/guardians. All nominations must be in writing and be forwarded to the employee's supervisor for submission to the Superintendent by March 31 of each year. A Merit Screening Committee, composed of one (1) Unit C representative chosen by them, one (1) School Committee member and the Superintendent shall screen all nominations and make recommendations for those to receive merit to the appropriate School Committee for action by their June meeting. The Committee will award nine (9) \$500 awards per school per year.

11. **Unit C - Amend Article 9, Section B as follows:**

The School Department reserves the right to transfer a Paraeducator from a position in one school to an equivalent position in any other school in the same school district. **The Paraeducator and the APEA shall be notified five (5) school days in advance of any transfer. If the best interests of students or school environment reasonably prohibit such advance notice, the notice shall be provided as soon as possible.**

Multiple Units:

1. **All Units** -Juneteenth. The parties agree to add Juneteenth to holiday provisions, as applicable, which will only be paid to school year employees if it occurs during the school year.
2. **Units B & C Sick Leave.** The parties agree to increase the daily rate upon voluntary separation from \$15 to \$20.
3. **All Units** - Joint Labor Management Committee. The parties agree to update the JLMC language as follows:

The Amherst-Pelham Education Association and the Amherst-Pelham Regional School Committee, the Pelham School Committee and the Amherst School Committee, desiring to provide a means for improving communication between them, hereby agree to establish a Joint Labor Management Committee (JLMC).

The (JLMC) will consist of four (4) Association representatives, appointed by the Association, and (4) representatives of the School District as designated by the Superintendent. With 48 hours prior notice, either side may bring individuals with specific subject matter knowledge or expertise to consult on an issue, but that individual will not be a part of the JLMC's deliberations regarding the issue.

The purpose of the JLMC shall be to: 1) enhance the collaborative relationship; 2) to seek to resolve issues of interest to the parties; and 3) where appropriate and mutually agreeable, enter into tentative agreements regarding such issues, subject to ratification as each party shall determine for itself.

The parties agree that meetings of the JLMC will meet monthly during the school year at mutually agreed-upon times. The JLMC shall meet once per month during contract hours on a regular schedule to be set each school year by the members of the JLMC or such other times as the members agree. Any meeting at which the Association wishes to have other bargaining unit members present to speak to a particular issue will be scheduled for non-contract hours. The JLMC may conduct additional meetings in its discretion.

Any topic can be addressed by adding it to the agenda. Agenda items shall be exchanged 48 hours in advance of a scheduled meeting, unless the members of the JLMC agree otherwise. If no agenda items are submitted by this time, the meeting will be canceled. Otherwise, procedures covering the conduct of the meeting will be established by the Joint Committee.

4. **All Units** - Grievances and Retaliation. The parties agree to amend the respective collective bargaining agreements by adding the following sentence to the Grievance Procedures provision: "There shall be no retaliation against members for filing a grievance."
5. **All Units** - Job Postings. The parties agree to amend the job postings provision by adding language stating that the local and bargaining unit of the position will be indicated in the posting.
6. **All Units** - No Discrimination. The parties agree to amend Article 19 by adding the phrase "protected, concerted activity" with the understanding the phrase shall have the same meaning as it is given under Chapter 150E.

7. **All Units - Housekeeping.** The parties agree to make the following housekeeping changes:
- (i) **All Units** - add and/or clarify the definition of a "day" in the grievance procedure provisions to be consistent and refer to all days other than Saturdays, Sundays and holidays.
 - (ii) **All Units - Gender Neutral (Housekeeping).** The parties agree to update the contracts to be gender neutral.
8. **All Units - Leaves of Absence - Return Notification.** The parties agree to add language to all three contracts (Unit A, Article 15, Sections G & H; Unit B, Article 13 & Article 15, Section A; Unit C, Article 10, Sections B and H) requiring employees on a leave of absence through the end of a school year to notify the District by April 1st of their intent to return to school. Said notice will inform the employee of this requirement. This would not apply to leaves covered by state and federal law.
9. **All Units - Add to Duration:**
- If in any fiscal year covered by this agreement, the committee(s) determine there is a budget surplus, or any unexpended funds at the end of a fiscal year in any of the Districts, the committee(s) shall promptly notify APEA members by email in the affected District(s) of any amounts returned to the towns after the Districts have closed out their prior fiscal year's books.
10. **All Units - Amend Union Leave as follows**
- Five (5) days per year to attend Massachusetts Teachers Association and National Education Association related programs. Said leave will be non-cumulative.
11. **All Units - Amend Sick Leave Bank as follows:**
2. Sick Leave Bank Committee
- The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) APEA representatives to be designed by the Association and three (3) management representatives to be designated by the Superintendent. The meeting quorum shall be four (4) representatives. All decisions are made by a majority of those present and voting.
12. **All Units – Parental Leave.** Amend the Sick Leave Articles as follows:
- Unit A** (Unit B – Same edits would be made to Article 14.F and 15.A of the CBA; Unit C – Same edits would be made to Article 10.G and 10.H of the CBA.)

ARTICLE 15 ABSENCES, LEAVES AND VACATIONS

Section A. Sick Leave

6. Employees are permitted to use ten (10) days of sick leave for the following:

- a. ~~birth of a child if the employee is the non-birth parent.~~
- b. ~~adoption of a child (if two [2] staff members are parents of the child, only one of the parents may use sick leave.);~~
- c. serious medical condition of a family member within the scope of the FMLA;
- d. serious medical condition for an individual where the employee is needed to care for them.

The employee must produce a completed Department of Labor certification of serious health condition for the family member or individual before using the sick leave.

Section H. Parental Leave of Absence

- a. FMLA (12 weeks)/State Parental Leave (8 weeks): Up to the first twelve (12) weeks of extended leave shall be considered leave pursuant to the Family and Medical Leave Act (FMLA), if the employee is eligible for FMLA leave. Similarly, the first eight (8) weeks of leave, if the employee is eligible for Parental Leave under state law, shall be considered parental leave under G.L. c. 149, §105D. An eligible employee who only wishes to take 12 or less weeks of leave will be placed on FMLA/State Parental Leave. ~~A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave.~~
 - b. **An employee on parental leave under either the FMLA or the State Parental Leave Law shall be entitled to use up to twelve (12) weeks of accrued sick leave, provided such leave must be used on consecutive school days unless the Districts agree otherwise. If both parents work for the Districts, they shall be, jointly, eligible to use up to fourteen (14) weeks of accrued sick leave for the purposes of Parental Leave; provided no one employee may use more than twelve (12) weeks of accrued sick leave. The birth parent may be entitled to use additional sick leave benefits for certified disability resulting from childbirth and recovery therefrom during this period of leave.**
2. An employee on an extended leave pursuant to Section c (1) **1(a) above** may return to work at the beginning of a school year or at the beginning of a term or grading period.

13. **All Units** - Add New Article: APEA Rights:

The rights afforded to the Association under M.G.L. Chapter 150E, Section 5A are hereby incorporated as part of this Agreement.

14. **All Units** - Execution: The Districts shall endeavor to make all retroactive payments under this agreement by July 12, 2023, but will make said payments no later than July 26, 2023.

This Agreement is subject to ratification by each bargaining unit and the Amherst, Pelham and Amherst-Pelham Regional School Committees.

This Agreement has been duly executed by the authorized representatives of the Association and the Committees.

AMHERST-PELHAM EDUCATION ASSOCIATION

(For Units A, B and C)



Chris Herland, APEA President

7/18/2023

Date

AMHERST SCHOOL COMMITTEE



Allison McDonald, Chair

7/25/2023

Date

PELHAM SCHOOL COMMITTEE



Sarah Hall, Chair

7/19/2023

Date

AMHERST-PELHAM REGIONAL SCHOOL COMMITTEE



Ben Herrington, Chair

Date

Unit C Hourly Wage Schedules

July 1, 2022 Sch Year 22-23			July 1, 2023 Sch Year 23-24			July 1, 2024 Sch Year 24-25		
		3%			3%			3%
Step	PARA EDUCATOR	LPN and Certified Assistants (OTA, PTA, SLPA etc)	Step	PARA EDUCATOR	LPN and Certified Assistants (OTA, PTA, SLPA etc)	Step	PARA EDUCATOR	LPN and Certified Assistants (OTA, PTA, SLPA etc)
1	\$18.33	\$27.09	1	\$19.63	\$27.90	1	\$20.22	\$28.74
2	\$19.06	\$28.36	2	\$20.42	\$29.21	2	\$21.03	\$30.09
3	\$19.83	\$29.44	3	\$21.17	\$30.32	3	\$21.80	\$31.23
4	\$20.55	\$30.59	4	\$21.98	\$31.51	4	\$22.64	\$32.45
5	\$21.34	\$31.78	5	\$22.82	\$32.73	5	\$23.51	\$33.72
6	\$22.16	\$33.81	6	\$23.69	\$34.82	6	\$24.40	\$35.87
7	\$23.00		7	\$24.52		7	\$25.26	
8	\$23.81		8	\$25.51		8	\$26.28	
9	\$24.77		9	\$27.01		9	\$27.82	
10	\$26.22		10	\$27.95		10	\$28.79	
11	\$27.14							

Unit B Hourly Wage Schedules

July 1, 2022 Sch Year 22-23					July 1, 2023 Sch Year 23-24					July 1, 2024 Sch Year 24-25				
				3%					3%					3%
Step	F	G	H	I	Step	G	H	I	Step	G	H	I		
1	\$19.56	\$21.54	\$23.70	\$26.05	1	\$22.19	\$24.41	\$26.83	1	\$22.86	\$25.14	\$27.63		
2	\$20.35	\$22.39	\$24.63	\$27.08	2	\$23.06	\$25.37	\$27.89	2	\$23.75	\$26.13	\$28.73		
3	\$21.16	\$23.27	\$25.61	\$28.17	3	\$23.97	\$26.38	\$29.02	3	\$24.69	\$27.17	\$29.89		
4	\$21.99	\$24.21	\$26.64	\$29.29	4	\$24.94	\$27.44	\$30.17	4	\$25.69	\$28.26	\$31.08		
5	\$22.90	\$25.17	\$27.70	\$30.46	5	\$25.93	\$28.53	\$31.37	5	\$26.71	\$29.39	\$32.31		
6	\$23.80	\$26.18	\$28.80	\$31.68	6	\$26.97	\$29.66	\$32.63	6	\$27.78	\$30.55	\$33.61		
7	\$24.76	\$27.23	\$29.95	\$32.97	7	\$28.05	\$30.85	\$33.96	7	\$28.89	\$31.78	\$34.98		
8	\$25.86	\$28.43	\$31.26	\$34.37	8	\$29.28	\$32.20	\$35.40	8	\$30.16	\$33.17	\$36.46		
9	\$27.42	\$30.16	\$33.17	\$36.46	9	\$31.06	\$34.17	\$37.55	9	\$31.99	\$35.20	\$38.68		

Unit A Annual Wage Schedules

Sch Year 22-23						Sch Year 23-24					
						3%					
Step	BA	MA	MA+30	MA+45	DOC	Step	BA	MA	MA+30	MA+45	DOC
1	\$45,582	\$48,831	\$52,077	\$53,701	\$55,326	1	\$46,949	\$50,296	\$53,639	\$55,312	\$56,986
2	\$47,749	\$50,996	\$54,244	\$55,864	\$57,483	2	\$49,181	\$52,526	\$55,871	\$57,540	\$59,207
3	\$49,916	\$53,170	\$56,410	\$58,032	\$59,650	3	\$51,413	\$54,765	\$58,102	\$59,773	\$61,440
4	\$52,074	\$55,326	\$58,567	\$60,195	\$61,816	4	\$53,636	\$56,986	\$60,324	\$62,001	\$63,670
5	\$54,373	\$57,625	\$60,873	\$62,495	\$64,119	5	\$56,004	\$59,354	\$62,699	\$64,370	\$66,043
6	\$56,681	\$59,919	\$63,167	\$64,793	\$66,419	6	\$58,381	\$61,717	\$65,062	\$66,737	\$68,412
7	\$58,977	\$62,231	\$65,470	\$67,088	\$68,714	7	\$60,746	\$64,098	\$67,434	\$69,101	\$70,775
8	\$61,277	\$64,527	\$67,772	\$69,399	\$71,024	8	\$63,115	\$66,463	\$69,805	\$71,481	\$73,155
9	\$63,578	\$66,829	\$70,076	\$71,697	\$73,320	9	\$65,485	\$68,834	\$72,178	\$73,848	\$75,520
10	\$65,877	\$69,126	\$72,376	\$73,999	\$75,622	10	\$67,853	\$71,200	\$74,547	\$76,219	\$77,891
11	\$68,833	\$71,429	\$74,671	\$76,294	\$77,908	11	\$70,898	\$73,572	\$76,911	\$78,583	\$80,245
12	\$71,484	\$74,512	\$77,115	\$78,735	\$80,353	12	\$73,629	\$76,747	\$79,428	\$81,097	\$82,764
13	\$76,001	\$77,167	\$80,204	\$81,495	\$82,783	13	\$78,281	\$79,482	\$82,610	\$83,940	\$85,266
14		\$81,811	\$82,851	\$84,369	\$85,883	14		\$84,265	\$85,337	\$86,900	\$88,459
15			\$87,624	\$89,137	\$88,534	15			\$90,253	\$91,811	\$91,190
16					\$93,431	16					\$96,234

Unit A Annual Wage Schedules (cont'd)

Sch Year 24-25					3%
Step	BA	MA	MA+30	MA+45	DOC
1	48,358	51,805	55,248	56,971	58,695
2	50,657	54,102	57,547	59,266	60,984
3	52,956	56,408	59,845	61,566	63,283
4	55,245	58,695	62,134	63,861	65,581
5	57,684	61,134	64,580	66,301	68,024
6	60,133	63,568	67,014	68,739	70,464
7	62,569	66,021	69,457	71,174	72,899
8	65,009	68,457	71,899	73,625	75,349
9	67,450	70,899	74,344	76,063	77,785
10	69,889	73,336	76,784	78,506	80,227
11	73,025	75,779	79,218	80,940	82,653
12	75,837	79,050	81,811	83,530	85,246
13	80,629	81,866	85,088	86,458	87,824
14		86,793	87,897	89,507	91,113
15			92,960	94,565	93,926
16					99,121