

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**ESSEX NORTH SHORE AGRICULTURAL  
& TECHNICAL SCHOOL DISTRICT**

**And**

**HATHORNE TEACHERS FEDERATION,  
LOCAL 1269, AMERICAN FEDERATION OF TEACHERS**

**July 1, 2019 to June 30, 2022**

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## **AGREEMENT**

This Agreement is made between the Essex North Shore Agricultural & Technical School District (the “District”) and the Hathorne Teachers Federation, Local 1269, American Federation of Teachers (the “Union”).

### **Article 1 RECOGNITION**

- A. The District recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other terms or conditions of employment for all those employed by the District of all full-time and regular part-time employees employed in the position as teachers, permanent substitute teachers who work more than 90 consecutive school days in the same position in a school year, librarians, school nurses, guidance counselors, adjustment counselors, counselors, school psychologists, and coaches and advisors who are also teachers, but excluding all administrators, managerial, and casual employees, and all other employees employed by the District.
- B. Part-time teachers shall receive pro-rata salary, sick leave, and personal leave. The provisions of Article 5 (Length of School Day and Year), Article 6 (Teaching), and Article 12 (Professional Improvement) shall not necessarily apply as written to part-time employees; rather the issues treated in those provisions will be determined in writing when the position is filled. Other leave provisions will be granted only if and to the extent part time employees qualify for leave in accordance with the specific terms of the statutes, contract provisions or District policies and procedures that govern those leaves, except that part time employees shall be eligible for Bereavement leave and Jury Duty leave. Part time employees will be eligible for insurance benefits only in accordance with applicable law. Other provisions are presumptively applicable to part time employees.

### **Article 2 MANAGEMENT RIGHTS**

- A. Unless an express, specific provision of this Agreement clearly provides otherwise, the District and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which bargaining unit personnel are employed.
- B. By the way of example, but not limitation, management retains the following rights: to determine the mission, budget and educational policy of the District; to determine the organization of the District, and the number types or grades of employees assigned; to determine the allocation of shared work between bargaining unit personnel and contracted service providers, in accordance with such other provisions of the agreement as may apply (e.g., special education providers and evaluators for students); to establish policies, rules and regulations; to make all determinations involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine the equipment to be used, and clothing to be worn, appropriate to the professional position held, in the performance of duty; to establish qualifications for ability to perform work; to create and amend job descriptions; to lay off employees in the event of lack of work, funds or enrollment; to take actions necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations

and policies and to add to or modify regulations subject to impact bargaining to the extent required by law; to dismiss, demote, suspend or discipline teachers; and, to require the cooperation of all employees in investigations (e.g., providing statements or answering questions about matters observed that are under investigation).

- C. The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to any further bargaining obligation.

### **Article 3 SALARIES**

- A. Teachers shall be paid bi-weekly by electronic deposit, to the financial institution of their choosing, based upon the salaries set forth in the attached salary schedule in Appendix A, throughout the 12-month calendar year in 26 equal pay periods.
- B. All stipends paid for additional duties shall be in accordance with the attached Appendix B. Stipends for full year activities will be paid as follows: 50% of the stipend will be paid January 15; and 50% will be paid at the completion of the activity. Full year stipends may be pro-rated if the job is not completed. Class advisors and advisors of other student activities shall be paid on the next scheduled payday following January 15 and May 31. Coaches will be paid on the next regularly scheduled payday following the end of each regular season, if all coaching duties and responsibilities are completed to the satisfaction of the Athletic Director (e.g. turn-in of all school owned uniforms and equipment). Stipend assignments shall be made annually by the District based upon an application process as determined by the Superintendent-Director. The District shall make appointments to stipended positions covered by this Agreement subject to the following:
1. All positions will be posted.
  2. Teachers covered by this Agreement will be given preference in appointments to stipended positions, except that non-unit candidates who, in the judgement of the Superintendent-Director or designee, are better qualified than unit candidates may be appointed.
- C. Upon the hiring of a new bargaining unit member, the Superintendent-Director shall have the sole discretion to place the teacher on the Salary Schedule based on the teacher's education and experience, unless market conditions dictate the need for a higher salary.
- D. Teachers must be appropriately licensed. Teachers who are unlicensed (without a waiver) or become unlicensed are subject to dismissal. A teacher without the appropriate license may be prevented from moving to new columns on the salary schedule.
- E. Credits required for the Initial License for academic teachers, and the first twenty-four (24) credits required for Preliminary Professional License for vocational teachers, will not be used for purposes of placement or movement on the salary scale. Credits for courses taken prior to employment by the District must be presented to the Superintendent-Director for evaluation and approval for initial salary placement. The initial credits are those required for the professional license which is a condition of

employment. After that, additional credits can be used for advancement on the scale.

- F. After initial placement, appropriately licensed teachers shall advance one (1) step on the salary scale for each full completed academic year of service, until they reach maximum.
- G. Teachers who are requesting to advance to a different column on the Salary Schedule shall notify the Superintendent-Director or designee of their intent, in writing, prior to the December 15 preceding the beginning of the school year in which the column movement is to take place. All documentation including a copy of the official transcript and syllabus of the course(s) supporting all column moves for the current school year must be submitted on or before the Monday before Labor Day. If the documents are not submitted by that time, or the notice is not timely given, no column movement will take effect.
- H. Substitutes covered under this Agreement (licensed in the area in which he/she is teaching, and has been teaching for more than 90 consecutive school days) shall be paid on step 1, column 1 of the Salary Scale, unless the Superintendent-Director determines that market conditions or the qualifications of the teacher require a different placement. The working conditions of a substitute shall not be governed by this Agreement except where the provision explicitly applies to substitutes. The provisions of Articles 5 (Work Day and Year) and 7 (Personnel Files) apply to substitutes. Substitutes are considered employees at will.
- I. Teachers with the requisite amount of continuous active service to the District, (including continuous service for one of the predecessor entities immediately preceding the merger that created the District) will receive a longevity payment annually which shall be paid pro rata in their regular paychecks throughout the year as set forth below.

Completed Years of Service	Annual Longevity Compensation
15-19	\$750.00
20-24	\$1000.00
25+	\$1500.00

Teachers “grandfathered” into benefits under the Longevity Plan set forth in Appendix C shall not be eligible for payments under this provision of the Agreement.

- J. When necessary to calculate the actual per diem rate under the agreement 1/184 of the annual salary in Appendix A shall be used.
- K. Other Rates of Compensation. The hourly rate unless otherwise specified shall be \$40.00. Tutoring shall be paid at the rate of \$50 per hour. Morning supervisory duties outside the contracted day shall be compensated at \$20.00 per day.

#### **Article 4      GRIEVANCE PROCEDURE**

- A. The term "grievance", for the purpose of this Agreement, shall mean a claimed violation or misinterpretation of a specific provision of this Agreement. Days, for the purposes of this Article only, shall mean school days unless otherwise specified.
- B. The parties are encouraged to engage in informal resolution of disputes by discussing them with the appropriate administrator prior to filing a grievance.
- C. All grievances filed at Step 1 and 2 of the grievance procedure shall specify:
1. Particular contract article and section violated;
  2. Facts supporting each violation in reasonable detail;
  3. Date each act or omission occurred; and,
  4. Remedy sought for each contract violation.
  5. Grievances shall be filed using the form attached as Appendix D.
- D. In general, non-disciplinary letters issued by the District are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 10 days of the date that the letter is delivered. A Letter of Reprimand is disciplinary and may be subject to arbitration.
- E. Steps of the Grievance Procedure:
1. Step 1: Within 30 calendar days of the occurrence giving rise to the grievance, the Union must present the grievance to the Principal or designee, who shall answer in writing within 10 days. If the Principal or designee meets with the Union to discuss the grievance the answer shall be due 10 days after the date of the meeting. If such answer does not resolve the grievance, the Union may proceed to the next step.
  2. Step 2: Within 10 days of the answer at Step 2, or within 10 days of the date the answer was due, the Union may file the next step grievance with the Superintendent-Director or designee, who shall within 10 days, give an answer in writing. If the Superintendent-Director or designee meets with the Union to discuss the grievance the answer shall be due 10 days after the date of the meeting. If such answer does not resolve the grievance, the Union may proceed to the next step.
  3. Step 3: Within 10 days of the answer at Step 2, or within 10 days of the date the answer was due, the Union may file the next step grievance seeking School Committee review. The grievance shall be filed with the School Committee at the District's main office, to be reviewed by the Committee at the next available meeting. The School Committee shall determine whether it will hear the grievance and if so, a hearing shall be held at which the Union shall present the grievance. Within 20 days of the hearing, the School Committee will respond to the grievance. If the School Committee chooses not to hear the grievance it shall notify the Union in writing, and that shall constitute the Step 3 response for the purpose of further appeals.

4. Failure of the Union at any step to timely appeal the denial of the grievance shall constitute a waiver of the grievance and the right to proceed further. In the event of a grievance occurring near the end of a school year, the grievance must be filed within the calendar day limit specified above, even if it falls during a school break, in order to provide proper notice of the subject matter of the grievance close in time to the events grieved. If the last day of a calendar day time period falls on a Saturday Sunday or state holiday, the grievance will be due on the next available business day. However, the running of additional timelines under steps 1-4 of the grievance procedure shall be deferred to the start of the next school year unless otherwise agreed by the parties.

F. Arbitration.

1. Within 30 calendar days after the Step 3 response, the Union may invoke arbitration by filing a demand with the American Arbitration Association (“AAA”), with a copy to the District. If the demand is not timely filed in accordance with this provision, the matter shall be considered settled on the basis of the decision last issued by the District.
2. Should an employee elect to pursue any statutory arbitration remedy regarding a suspension, including arbitration under M.G.L. c. 71, §42D, such arbitration shall be subject to the standards set forth in this Agreement. The parties agree to seek arbitration of dismissals and suspensions in accordance with the procedures set forth in this Agreement and cooperate to consolidate any statutory claim for arbitration relating to the same transaction or occurrence with the arbitration process commenced pursuant to this Agreement, so that there is only one arbitration proceeding.
3. The American Arbitration Association shall be requested to provide a list of arbitrators from which a selection shall be made in accordance with the AAA Labor Arbitration Rules. Fees and expenses for the arbitrator’s services shall be shared equally by both parties. Unless otherwise agreed by the parties, the hearing locale shall be the Essex North Shore Agricultural & Technical High School.
4. The arbitrator shall have the authority to settle only grievances defined herein. The arbitrator shall be empowered to decide matters of procedural arbitrability, and may be asked to make preliminary determinations of substantive arbitrability, provided that the parties retain the right to have substantive arbitrability determined by a court. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. A dispute that was not raised in the grievance may not be raised for the first time in arbitration.
5. The following matters shall not be subject to grievance arbitration under this Agreement:
  - a. disputes over alleged unlawful discrimination, except discrimination based on union activity;
  - b. reassignment for non-disciplinary reasons; and
  - c. any incident which occurred or failed to occur prior to the effective date of this Agreement.
6. The arbitrator shall be without power to make any decision in conflict with the laws of the Commonwealth of Massachusetts. The decision of the arbitrator in accordance with the Agreement shall be final and binding on both parties.

## **Article 5: LENGTH OF SCHOOL DAY AND YEAR**

### **A. Work Year**

1. The school year shall be one hundred and eighty-four (184) days, including at least three (3) professional development days, and the open house. In addition, teachers new to the District may be assigned additional orientation days. The District shall have the right to determine the school calendar, including up to nine (9) early release or late start days for professional development.
2. All guidance counselors and school nurses shall be required to work up to an additional five (5) days, for which they shall be paid a per diem rate based on their regular salary.
3. Teachers without professional status may be required to work an additional three (3) days per year and must complete prescribed mentoring activities. This additional time does not include time spent on coursework required by the District, such as Research for Better Teaching, which new teachers are required to complete in their first three years of employment.

### **B. Hours of Work**

1. Teachers shall report each day at 7:40 a.m. and the student day shall begin at 7:50 a.m. The student day shall end at 2:27 p.m. Teachers will be present until 2:45 p.m. (provided their professional responsibilities are complete) on days when they do not have specific responsibilities as provided in this Agreement.
2. On workdays when there is a delayed opening, the reporting time for teachers shall be moved back by the specified amount of the delay.
3. Late start days shall be scheduled substantially as follows: professional development begins at 7:40 a.m.; professional development ends at 10:10 a.m.; students report at 10:21 a.m.
4. The District reserves the right to alter specific student and staff starting and ending times with reasonable notice to the Union, at least 60 days prior to the end of the school year preceding the year in which changes will take effect. During that time, the parties will bargain about the impacts of the change on the contract including the provisions in this article regarding meeting times.

### **C. Extra Help Days**

1. One day per week (Monday, Tuesday or Thursday), all academic and career and technical teachers shall be required to provide extra help after school to students from 2:30 to 3:30 p.m. If no students present themselves for extra help by 3:00 p.m., then teachers may leave at that time.
2. Teachers must communicate their designated extra help day to students so that they may access that information throughout the year.

### **D. Faculty and Department Meetings**

1. All unit members shall be required to attend one monthly faculty meeting of approximately 45 minutes, outside of school hours, as scheduled by the administration.

2. All unit members shall be required to attend one monthly department meeting of approximately 60 minutes on a late start day, as scheduled by the administration and provided by a schedule to be distributed at the beginning of the school year.
3. The administration will employ its best efforts to provide teachers a meeting agenda by email at least 24 hours prior to the meeting.
4. Where meetings extend beyond the normal workday, unit members may leave at the conclusion of the meeting.

#### E. Meetings Outside Normal Workday

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1. All CTE staff shall be required to attend two evening program advisory meetings on dates to be determined by the administration. The dates of these meetings will be developed in consultation with the Union and communicated to staff prior to the start of the school year. Meeting dates are subject to change based upon factors affecting the school calendar (e.g., snow days, unplanned student events, etc.)
2. All teachers shall be required to attend one weekend open house of approximately 4 hours.
3. Academic and Career and Technical teachers shall be required to attend graduation exercises each year, provided that it falls on a school day.
4. Academic and Career and Technical teachers shall be required to attend one parent night of approximately 3 hours.

## Article 6      TEACHING

- A. The District will notify teachers prior to the start of the summer: (1) the subjects they will be teaching in the following year to allow them to prepare; (2) the grade level of the students they will be teaching; (3) other information the administration possesses and deems pertinent, such as changes in curriculum. Teachers will receive at least 14 calendar days' notice of a change in the classes being taught by the teacher when possible.
- B. Class coverage
  1. At the beginning of each school year, the administration will create a list of teachers who are willing to volunteer to cover unsupervised classes during their preparatory period(s) at a rate of \$40.00 per period. This payment shall not apply to coverage supplied by colleagues as a professional courtesy for the benefit of the teacher seeking coverage where the availability of such coverage is used in support of obtaining permission to be absent from the assigned period.
  2. When there is a shortage of substitutes, the administration will first assign supervision periods to teachers with less than a full teaching schedule. If such teachers are not sufficient to provide the coverage necessary, the administration will then try to cover the classes from the list of volunteers.
  3. When an emergency exists (an inability to cover classes by both methods described above), the administration may direct a teachers to cover a class. The teachers will be compensated at the above rate.

4. All supervision requests and assignments in each category under this section shall be done in a fair and equitable manner.

#### C. Class Schedule

1. The work day shall consist of five (5) periods. All academic teachers and career and technical education (“CTE”) staff shall have a total of approximately seventy (70) minutes of preparatory time daily on average over the course of a 10-day cycle.
2. The District may alter the bell schedule for educational reasons, in which case the Union shall receive notice prior to the start of the school year in which the change is to take effect, and an opportunity to discuss the impacts of the new schedule.
3. Bargaining unit members shall have a thirty (30) minute duty free lunch period. The 30 minutes is interpreted to be inclusive of the passing time before and after the lunch period.

#### D. Supervisory Duties

1. All academic and career and technical teachers may be assigned two five school day increments during which the teacher will be assigned a daily 15-minute supervisory duty on a rotating basis, as determined by the school administration. In addition teachers with less than a full schedule may be assigned duties at other times.
2. Detention Duty. All educators may be scheduled for up to (1) one-hour of detention duty per school year, on dates to be determined by the administration. The schedule of duty assignments for the year will be distributed near the start of the school year.
3. Federation President. The Federation President shall be released from all supervisory and ancillary duties, such as lunch, detention, and bus duty.

- E. Athletic Director. If the duties of Athletic Director are assigned to a bargaining unit member, such employee will be paid a stipend in the amount set forth in Appendix B and will have his/her teaching load reduced to the equivalent of a 0.2 FTE (full time equivalent).

### **Article 7 PERSONNEL FILES**

- A. The District shall maintain personnel records in compliance with the Personnel Records Statute, M.G.L. c.149, §52C.
- B. If the District places adverse information in the employee’s personnel record (as defined by statute), the District will notify the employee and provide the employee with an opportunity to review the information. The employee shall acknowledge that s/he has read such material by affixing his/her signature on the copy to be filed. Such signature does not indicate agreement with its content, but merely signifies that the employee has read the material to be filed.
- C. The employee shall have the right to file a response to any material put in the personnel file. The response shall also be included in the personnel file.

- D. A teacher may review the teacher's own personnel file as soon as practicable but no later than five school days after a written request (including by email). The review will take place during normal business hours at the school. The teacher may receive a copy of the file no more than twice per school year.
- E. The District shall provide the Union president or designee with access to the employee's personnel file, upon receipt of written permission from the employee. The district may charge the Union for the copying costs of the employee's personnel file.
- F. Official Grievances filed by a teacher shall not be part of the official personnel file. However, documents relating to grievance resolutions may be part of the file if necessary to delineate how future pay, benefit or other working conditions will be handled.
- G. Educator Evaluations shall be made part of the personnel file. The District shall treat evaluations as personnel information within the meaning of 603 CMR 35.11(6) and M.G.L. c. 4, §7(26)(a) and (c), not subject to disclosure under the public records law, unless the Supervisor of Public Records or other competent authority so determines.
- H. The District shall notify a teacher of any public records request or subpoena seeking personnel records. The District will not provide personnel records in response to a public records request except as required by law. The District will provide a teacher with reasonable notice of its intent to comply with a subpoena.

## **Article 8      SICK LEAVE**

- A. Teachers shall earn sick leave at the rate of 12 days per year. Sick leave shall be earned pro rata on a monthly basis. Non-professional status teachers shall be credited with sick leave earned on a monthly basis. Professional status teachers will be advanced their sick leave for the year at the start of the school year, subject to reduction should the teacher fail to work the entire year. Teachers shall be allowed to accumulate sick days up to a maximum of 180 days. Sick leave may be used only in cases where the employee is genuinely ill.

Teachers employed by the District for the 2014-15 school year who were employed for the 2013-14 school year at Essex Agricultural Technical High School, North Shore Regional Technical High School or Peabody High School have been credited with the accrued unused sick leave time they had at the end of the 2013-14 school year.

- B. Teachers shall be allowed to use five (5) of the above sick days for illness in the teachers' family. Family illness shall apply only with respect to spouse, children, parents of the teachers or the teacher's spouse, or person for whom the teacher is primarily responsible (e.g., health care proxy).
- C. Notwithstanding any other provision of this Agreement, employees will not accrue sick leave while on any type of leave in excess of thirty (30) calendar days, or at any time while in a no-pay status.
- D. Procedure. Where an employee has an illness requiring the use of a sick day, the employee

will contact the administrator designated by the District prior to 6 a.m. in order to allow the District to obtain coverage, and follow the procedure communicated by the District.

- E. Medical Certification. The District may require an employee to provide medical certification of the need for sick leave at no cost to the District in the following circumstances:
1. After 5 consecutive absences; or,
  2. The District suspects sick leave abuse based on specific articulable facts; or,
  3. The employee is on an extended medical leave; or,
  4. Such a request is contemplated by statute (e.g., FMLA).

Upon the request of the Superintendent-Director, medical documentation shall state the specific restrictions, and date of expected return to work.

- F. Independent Medical Examination. In cases where: (1) the employee has been on extended medical leave; (2) the District reasonably suspects sick leave abuse; (3) the District has reason to question the employee's fitness for duty; (4) the employee requests an accommodation; the District may require an employee to be examined at the district's expense by a doctor of the district's choosing.

If the District's physician determines that the employee is able to return to work, and the employee's physician disagrees in writing, then the employee's physician will have a reasonable opportunity to consult with the District's physician. If the disagreement persists after the opportunity to consult, then a third physician will be employed to make the determination. In such case, the District will compile a list of at least three physicians with appropriate qualifications from which the employee's physician may select within 20 calendar days. If no selection is made, then the District shall select a physician from the list and take steps to schedule the examination. If the third physician agrees with the District's physician, or if the employee's physician does not disagree with the District's physician as indicated above, then the District may direct the employee to return to work. An employee who fails to return to work after being so directed shall not be entitled to collect any further sick pay from any source, and shall be considered to have abandoned his/her employment.

#### G. Sick Leave Bank

1. Purpose. A voluntary Sick Leave Bank will be maintained for use by professional status teachers whose sick leave and personal day accumulations, both annual and cumulative, are exhausted through illness or injury, and who require additional leave to permit recovery from their own extended illness.
2. Membership
  - a. Qualified members may participate in the Bank by advising the Superintendent-Director and Union President in writing by September 30 of the year they first join the Bank.
  - b. Any teacher who opts to become a member of the Sick Leave Bank will contribute two (2) days from their accumulated sick leave.

- c. In the event the Sick Leave Bank goes below ninety (90) days, all qualified members, who wish to continue to be members, shall have their sick leave accumulation reduced by another day for deposit into the Bank. The District will notify the Union President of such an event in writing, within ten (10) school days. The Union President shall inform eligible members, in writing, within five (5) days. Anyone who no longer wishes to be a member of the Bank must notify the Union President and District in writing within fifteen (15) calendar days of the date of notice from the Union President.
  - d. When an employee returns after using the Bank, they shall be required to deposit one (1) day into the Bank within ten (10) months of returning from leave.
3. Administration of the Bank
- a. The Bank shall be administered by a joint committee with two members appointed by the District and two members appointed by the Union. Records pertaining to the Bank shall be maintained by the Superintendent-Director or designee.
  - b. The decisions of the joint sick bank committee with respect to eligibility and entitlement shall require a majority vote and may not be grieved via the grievance procedure.
  - c. Decisions relating to the grant of days from the Bank shall not affect the District's right to make independent determinations regarding the appropriateness of any employee's use of sick leave.
4. General Criteria for Making Sick Bank Determinations
- a. Medical evidence of serious illness or injury.
  - b. The attendance record of the member.
  - c. The medical information submitted.
  - d. Any other information deemed to be pertinent.
5. Application for Benefits
- Application for benefits must be made using the form in Appendix E and must be accompanied by medical evidence of illness, submitted by a physician. The District may request a second opinion at District expense by a specialist in the area of the illness if abuse is suspected.
6. Granting of Days
- a. Members must have exhausted all accrued leave before they are eligible to access the Bank.
  - b. There will be a period of five (5) school days between the depletion of sick days and the granting of Sick Leave days during which the Sick Leave Bank member will go unpaid.
  - c. Sick Leave Bank days will be granted for a period not to exceed twenty (20) school days per request.
  - d. If these twenty (20) days are used, more may be granted by the joint committee upon an updated request form and additional medical statements to support the need for such time.

- e. Days granted but not used by the applicant will be returned to the Bank.
- f. The maximum amount of Sick Bank Day use is one hundred and twenty (120) days. In the extreme circumstance that more than the maximum amount of days is required for recovery, more days may be granted with permission by the Superintendent-Director.

#### 7. Funding

- a. The unused days in the Sick Leave Bank shall be carried from year to year.
- b. In the event the Sick Leave Bank goes below ninety (90) days, all qualified members, who wish to continue to be a members, shall have their sick leave accumulation reduced by another day for deposit into the Bank. The Union President shall give notice to membership in such event, and anyone wishing to withdraw from the Bank at this time must give written notice to the Union President and the District within fifteen (15) calendar days of the date the notice is issued.

#### 8. Abuse of Sick Leave

- a. Any Member of the Sick Leave Bank who is drawing sick leave time for any type of illness or disability, and is found working another job outside of Essex North Shore Agricultural and Technical School District, will be immediately taken off the rolls of the Sick Leave Bank and be disallowed from drawing any more sick leave time from the Bank. If such a circumstance occurs, the Union will notify the Superintendent-Director in writing forthwith.
- b. Any Member of the Bank who is requesting sick time from the Bank and is known as an abuser of sick time can be denied the privilege of using the Bank.

#### H. Sick Leave Buy Back

1. Retirement. Employees who retire from the District may receive payment for sick days accumulated in excess of 90 days. Days 91 to 150 shall be compensated at the rate of \$100 per day. Days 151 to 180 shall be compensated at the rate of \$125 per day. Upon the death of an employee, the employee's estate shall be entitled to the sick leave benefit pursuant to this section.
2. Annual. Teachers who use fewer than ten (10) sick and/or personal days in a school year shall, upon written request to the Superintendent-Director, no later than July 31 following the close of school, be compensated at the rate of \$100 per day for the difference between the number of days used and ten (10), or any part thereof. Days which are contributed to the Sick Leave Bank, shall not be counted against the days used under this section. Payment for such days shall be made no later than the first paycheck in the next school year. Days for which compensation is received shall be subtracted from the employee's bank of accumulated sick days.

## **Article 9      OTHER LEAVES**

### **A. Personal Days**

1. Teachers shall be granted three (3) paid personal days per school year. At the end of the school year any unused personal leave will be converted to sick leave
2. Under ordinary circumstances, personal leave shall be granted for personal affairs requiring the presence of the employee, which cannot reasonably be conducted during non-school hours.
3. Application for personal leave will be made to the Superintendent-Director or designee, at least forty-eight (48) hours before taking such leave, except in the case of emergencies.
4. Personal days may not be used the day before or after a holiday, the day before or after vacation period, or during scheduled standardized testing dates (other than make up days) except in urgent circumstances with advance approval by the Superintendent-Director or designee.
5. Personal days are taken in full day increments, except that in an emergency, the District may permit an employee, for good cause shown, to use one of the personal days in half day increments.

### **B. Bereavement Leave**

Employees may take leave without loss of pay, for the death of a family member as defined below:

1. Up to five (5) days for a spouse, or for a child of the employee or spouse, or for the father, mother, brother, sister of the employee or spouse; or for a person for whom the teacher was primarily responsible (i.e., as a health care proxy).
2. Up to three (3) days for a grandparent, grandchild, niece, or nephew of the employee or spouse.
3. One (1) day for the aunt, or uncle of the employee or spouse.

The Superintendent-Director or designee may provide a discretionary grant of additional Bereavement Leave in appropriate circumstances.

### **C. Jury Service**

In the event a teacher is summoned for jury duty, he/she will receive from the Committee an amount equal to his/her regular daily rate of pay less any per diem allowance received from the courts and with no deduction from the teacher's paid leave provided by this Agreement.

### **D. Workers' Compensation**

An employee approved for worker's compensation may utilize their sick leave to bring their salary up to 100% of his/her base pay. Stipends are not to be included as base pay.

## **E. Statutory Leaves (FMLA, MPLA, and SNLA)**

1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 (“FMLA”), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”) or parental leave pursuant to the Massachusetts Parental Leave Act (“MPLA”).
2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.
3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
4. The MPLA provides an employee who has been employed for 3 months as a full time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement, subject to impact bargaining, if requested. Leaves under the FMLA and MPLA will run concurrently. If both parents work

for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

#### **F. Parental Leave**

1. Childbirth and Pregnancy Related Leave. Paid leave for the employee who gives birth to a baby is available as outlined in the preceding section, based upon documented medical need subject to the employee having available sick leave.
2. Adoption. If an employee adopts a newborn, the employee may access up to 8 weeks (40 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District. If both parents are employees of the District the 8 weeks shall be in the aggregate.
3. Non-Birthing Parent. If an employee's spouse gives birth to a baby, the employee may access up to 2 weeks (10 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District.
4. Extended Unpaid Parental Leave. A teacher shall be allowed an unpaid parental leave of up to one (1) year following the September 1 after the birth or placement through adoption of a child. All parental leave requests must be made in writing to the Superintendent-Director at least sixty (60) days in advance, or as soon as practicable if such notice is not possible. A teacher on a full year leave of absence shall inform the Superintendent-Director of the teacher's decision either to return to work or to resign by May 1 of the calendar year in which the leave is to end. Where such leave exceeds the statutory leave periods, the District shall have the right to conform the length of the leave to natural breaks in the school year for the benefit of students.

#### **G. Military Leave**

Military Leave will be provided in accordance with applicable state and federal laws. Employees who are obligated to perform summer reserve training will use their best efforts to have such training scheduled during the summer months or at such times as will cause the least disruption to the school.

#### **H. AP Test Grading Leave**

A teacher may apply for a paid leave to grade Advanced Placement examinations. The grant or denial of AP Leave shall be within the discretion of the Superintendent-Director.

### **Article 10 INSURANCE**

- A. Health Insurance will be provided to all eligible employees in accordance with applicable statutes of the Commonwealth.
- B. Dental insurance will be made available to eligible employees, provided that employees pay premium costs as indicated below. The District's share of premium costs applies to the lowest

cost plan made available to employees in the stated year. Employees are responsible for the balance of the premium costs, through payroll deduction. If a higher cost insurance plan is available, an employee may elect that plan, but the employer's share of the premium cost will remain the dollar value calculated based on the employer's percentage share of the lowest cost plan, which means that the employee's percentage contribution will be higher for the higher cost plan than for the lowest cost plan.

Effective July 1, 2019, the District will pay 30% of the premium applicable to the lowest cost plan made available to employees.

Effective July 1, 2020, the District will pay 20% of the premium applicable to the lowest cost plan made available to employees.

Effective July 1, 2021, the District will pay 10% of the premium applicable to the lowest cost plan made available to employees.

## **Article 11 DRUG AND ALCOHOL POLICY**

- A. The District and the Union acknowledge the strong commitment of the District to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. The goal of this policy is to establish and maintain a work environment that is free from the effects of alcohol and drug use. The District and the Union further acknowledge that employees impaired by drugs and alcohol pose a danger to their fellow employees and to students, and impair their own health and safety. The parties also recognize that teachers are role models for students, and must behave accordingly.
- B. The following conduct shall constitute offenses under this section:
  1. The possession, use, transfer, manufacture, or sale of any illegal drug.
  2. The possession or use of alcohol during working hours, or at any District events involving students.
  3. Reporting to work after consuming or impaired by drugs or alcohol.
  4. Providing drugs or alcohol to minors.
- C. For the purposes of this Article, prohibited drugs include all substances identified as controlled substances by state or federal laws or regulations. Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this section and may be illegal.
- D. A teacher who is taking a controlled substance under a valid prescription must check with his or her physician to ensure that the medication will not interfere with the teacher's ability to work safely and efficiently. Teachers must advise the Principal if any medication is likely to have an impact on the safe and efficient performance of the job. Information provided will be kept confidential to the extent possible consistently with the safety of students and staff.
- E. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse

of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

- F. The District has the right to search for alcohol or drugs on District property, including but not limited to district owned desks, closets, file cabinets, toolboxes, lockers, and vehicles.
- G. The District and the Union recognize that many people with substance abuse issues can receive treatment and return to productive employment. Accordingly, employees are encouraged to seek counsel from the Employee Assistance Program (EAP), and voluntary participation need not be disclosed. Employees will not be disciplined for seeking assistance from the EAP, and matters discussed with EAP personnel are confidential unless otherwise agreed by the employee. In an appropriate case, the District may enter into an agreement with the Union and an employee in which the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
- H. Any teacher who violates this policy may be subject to disciplinary action up to and including dismissal, subject to the procedural rights granted under M.G.L. c. 71, §42.

#### **Article 12: PROFESSIONAL IMPROVEMENT**

- A. A teacher shall advance from column to column on the Salary Schedule, Appendix A, by obtaining an appropriate number of course credits from an accredited institution of higher education. (Effective July 1, 2020) For vocational teachers, undergraduate credits may be used to satisfy the V+45 column, however all credits beyond the Bachelor level must be graduate credits.”
- B. Horizontal movement on the Salary Schedule is limited to one column per year. Such movement is only available after attaining full vocational Initial License for vocational teachers, Initial license for academic teachers and the Initial License for nurses, librarians, guidance counselors and adjustment counselors. Approval of courses toward column movement may be granted only by the Superintendent-Director and must be secured in advance.

Credits earned as part of a degree program in a specialty field being taught by the teacher, in education with concentration in a specialty field taught by the teacher, or in vocational education, will be given automatic approval toward column movement.

- C. Course Reimbursement. Subject to the budget set by the School Committee for this purpose, which will be at least \$50,000, the District shall reimburse teachers for the cost of tuition, up to \$1000 per employee for 3 credit courses at an accredited college or university, approved in advance based on their relevance to the curriculum. Reimbursement shall be paid upon presentation of proof that course has been completed with a grade of B or better. Reimbursement shall be available, up to the same limit, for fees for required technical licenses, certificates and qualifying examinations. The District will notify the Federation of the status of allotted funds for reimbursement upon request.

- D. Each Career and Technical teacher is required, as a condition of employment, to satisfactorily meet the professional development requirements and applicable licensure requirements as determined by the Massachusetts Department of Elementary and Secondary Education. The method by which a teacher proposes to satisfy this requirement must be approved in advance by the Superintendent-Director. The Superintendent-Director has the right to deny advancement in step on the salary schedule, if the teacher is not making satisfactory progress towards meeting license requirements in the judgement of the Superintendent-Director.
- E. Upon completion of professional development opportunities completed in the district during district mandated activities, teachers will be issued PDP's through the school management system. Teachers who present Professional Development during scheduled PD days will have the option of: Double the PDP's provided to attendees for their own re-licensure; or, a payment of \$150.

### **Article 13      REDUCTION IN FORCE**

- A. The District retains the right to reduce the number of teachers on its staff in accordance with G.L. c.71, §42. A decision to reduce the staff for other than disciplinary reasons shall not be subject to arbitration.
- B. In the case of any layoff or reorganization, the teachers retained shall be those best qualified for the positions that remain, in the judgment of the Superintendent-Director.
  - 1. If the position to be eliminated in a particular department is held by a professional status teacher, that teacher may displace a non-professional status teacher; provided, that the professional status teacher is properly licensed for the position he or she seeks to assume.
  - 2. As between teachers with professional status who are properly licensed for a position that remains after a reduction or reorganization, layoff decisions shall be based upon qualifications. Qualifications shall include, primarily, indicators of performance as defined herein, and shall also include, professional training, other active and inactive licenses held, other materials in the personnel file, and the anticipated needs of the District. Seniority, as defined below, shall be considered as a tie-breaker among teachers whose qualifications are no different using the criteria in this Article.
  - 3. Indicators of performance shall include: ratings from performance evaluations (except that no distinction shall be made between evaluations that meet or exceed performance standards); and disciplinary history. These are not to be considered as a listing of priorities, but are identified to indicate that a judgment will be made if and when reductions become necessary with each of the above factors being given appropriate weight. Relevant indicators shall be those collected over the course of the last 10 school years, except in the case where one of the employees being reviewed has less than 10 years' employment in the District, in which case to indicators for all employees being reviewed for the position shall be limited to the same number of years as the junior employee has available.
- C. For purposes of this Article, seniority shall mean the length of continuous service to the District in the bargaining unit, beginning with the first day for which compensation was received,

including any periods of authorized leave of absence. Should a member of the bargaining unit accept a position in the employ of the District which is outside of the bargaining unit, seniority as defined in this paragraph shall not be lost, but it shall cease to accumulate until such time as said person might return to the unit. Teachers employed by the District for the 2014-15 school year who were employed for the 2013-14 school year at Essex Agricultural Technical High School, North Shore Regional Technical High School or Peabody High School will be credited seniority based upon their continuous service in the previous school district up to June 30, 2014.

- D. Any teacher who is determined to be excess in a particular subject area and who is qualified, as defined in M.G.L. C. 71, §42, to teach in another subject area may displace a person in that other area subject to the criteria in paragraph B.
- E. Teachers who have been laid off under this Article shall have recall rights for two years following the effective date of the layoff. Teachers with recall rights shall be offered vacant positions for which they are qualified in accordance with paragraph B. Teachers with recall rights may decline recall to temporary or substitute positions and still maintain said rights for the remainder of the aforementioned time period, but will forfeit such rights if they decline recall to a permanent vacancy that is available prior to the beginning of a school year. A teacher with recall rights may accept a temporary or substitute position without affecting his/her recall rights. A teacher who accepts a Massachusetts retirement pension, or any contractual retirement benefits after a layoff shall not be subject to recall.
- F. If a teacher is recalled under this Article, such teacher shall have restored all of the benefits to which he/she was entitled prior to the layoff including any accumulated sick leave, seniority, and professional teacher status. A recalled teacher shall be placed on the Salary Schedule on the next step above that on which he/she was being paid at the time of the layoff.

#### **Article 14      FEDERATION RIGHTS**

- A. Payroll Deduction. The District shall accept M.G.L. c. 180, §17C. The District agrees to provide payroll deductions of current Union and affiliate dues for teachers whose written authorizations are received by the District on or before November 1 of each fiscal year. The Union's Treasurer shall certify the specific amount of current dues on or before October 15 of each year. The dues and a list of teachers from whom the dues have been deducted shall be forwarded to the Union Treasurer no later than thirty (30) days after such deductions have been made.
- B. Sharing of Information.
  1. The District will, upon request, provide the Union with information relevant and necessary to meeting the Union's responsibilities as exclusive representative of the members of the bargaining unit. Where the request seeks a large volume of information, or where a large amount of staff time will be required to compile the information, the parties will bargain about the scope of the request and the costs of meeting it.
  2. The District will seasonably provide the Union with information concerning new

employees.

3. Members of the bargaining unit are at all times required to have up to date contact information on file with the District, including legal name, address, and phone numbers on which they can be reached.
  4. The Union must provide, annually and as soon as possible in the case of any changes, a list of all Union officials authorized to act on the Union's behalf.
  5. The District agrees to share School Committee public meeting agendas and meeting packets with the Union president.
- C. Allowed Time for Mutually Scheduled Meetings. When the District and the Union mutually schedule meetings on site during school hours, unit employees who are required to be present will be released from their responsibilities without loss of pay during the time that they are needed. The Union must provide reasonable advance notice of what personnel it contends are needed for a particular meeting. If there is a dispute about who is required to be present then the parties will confer about whether the employee will attend, and if so, how the coverage costs will be met.
- D. Union Access to School Building. Union officials may visit the workplace to perform their responsibilities. While on the premises, Union officials agree to abide by all security procedures. Visits during the school day may be made only with advance notice and approval from the Superintendent-Director or designee.
- E. Use of School Building for Meetings. The Union shall be permitted to school building for teacher meetings, after school hours, and provided there is no interference with school or District activities. The Union must request the use of the space in accordance with District regulations. The Union will not be charged a fee as long as the District does not incur any costs (e.g. custodial coverage).
- F. Printing of Agreement. The parties will share the cost of printing the Agreement so that it may be provided to all teachers and administrators.
- G. Bulletin Space and Mailboxes. The District shall permit the Union reasonable access and use of employee mailboxes, and shall cooperate with the Union to the extent it requires space to post materials for view by employees.

## **Article 15 NO STRIKES**

Neither the Union nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, sit down, stay-in, slowdown, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any forms of self-help or other direct or indirect action which would have the effect of depriving the District of contractual

services during the term of this Agreement. The District agrees that during the term of the Agreement it will not lockout any of the employees covered by this Agreement.

The District may impose any disciplinary action, including discharge, upon any employee involved in a violation of this Article.

The District retains the right to pursue directly any and all remedies it may have at law or in equity in the event of a violation of this Article including seeking attorney fees, or seeking relief at the Department of Labor Relations.

#### **Article 16 STABILITY OF AGREEMENT**

- A. No agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.
- B. The failure of the District or the Union to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the District or of the Union to future performance of any such term or condition and the obligation of the Union or the District to such future performance shall continue in full force and effect.
- C. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the District.
- D. Should any provision of this Agreement be found to be invalid by operation of law or by a court of competent jurisdiction, all other provisions of this Agreement shall remain in effect.

#### **Article 17 COMPLAINTS AND DISCIPLINE**

- A. Complaints Against Teachers. A complaint of substance made about a teacher will be addressed with the teacher as soon as practicable after it is presented to the administration, unless the administration believes that its investigation may be hindered by providing such notice.
- B. “Weingarten” Rights. An employee summoned to a meeting with the administration, who reasonably believes that the meeting could lead to discipline, shall have the right to be accompanied by a union representative or fellow employee. A short delay of the meeting shall be granted to permit this unless an emergency requires the meeting to proceed without delay. A representative or other person who accompanies the employee shall be permitted to advise the employee but may not unduly interfere with the meeting.
- C. Just Cause. Teachers with professional status shall be reprimanded, suspended or dismissed only for the reasons set forth in M.G.L. c. 71, §42, or other just cause. Teachers without professional status may be reprimanded, suspended or dismissed at the District’s discretion,

provided the District meets the procedural requirements of any applicable provision of M.G.L. c. 71.

**Article 18 EVALUATIONS**

Evaluations shall be conducted in accordance with the instruments and procedures contained in Essex-North Shore Educator Evaluation System Manual.

**DURATION**

This Agreement shall be in effect from July 1, 2019 through June 30, 2022.

HATHORNE TEACHERS FEDERATION,  
LOCAL 1269, AFT

ESSEX NORTH SHORE  
AGRICULTURAL & TECHNICAL  
SCHOOL DISTRICT

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
PAY SCALES

**FY 2020: July 1, 2019 to June 30, 2020**

<b>FY 2020</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45</b>	<b>B+60</b>	<b>B+75</b>	<b>B+90</b>
	<b>V</b>	<b>VP</b>	<b>V+45</b>	<b>VB</b>	<b>VB12</b>	<b>VB24</b>	<b>VB36</b>
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>1</b>	50,869	52,306	53,742	55,179	56,613	58,055	59,496
<b>2</b>	52,170	53,646	55,118	56,594	58,066	59,539	61,014
<b>3</b>	53,508	55,019	56,533	58,041	59,555	61,068	62,581
<b>4</b>	54,880	56,433	57,984	59,533	61,084	62,634	64,183
<b>5</b>	57,984	59,533	61,084	62,634	64,185	65,737	67,286
<b>6</b>	61,084	62,634	64,185	65,737	67,288	68,839	70,392
<b>7</b>	64,185	65,737	67,288	68,839	70,387	71,938	73,491
<b>8</b>	67,288	68,839	70,387	71,938	73,487	75,038	76,592
<b>9</b>	70,387	71,938	73,487	75,038	76,592	78,142	79,693
<b>10</b>	73,487	75,038	76,592	78,142	79,692	81,242	82,793
<b>11</b>	76,592	78,142	79,692	81,242	82,793	84,345	85,896
<b>12</b>	79,692	81,242	82,793	84,345	85,895	87,447	89,000
<b>13</b>	83,435	85,047	86,661	88,275	89,885	91,500	93,117

APPENDIX A  
PAY SCALES

**FY 2021: July 1, 2020 to June 30, 2021**

<b>FY 2021</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45</b>	<b>B+60</b>	<b>B+75</b>	<b>B+90</b>
	<b>V</b>	<b>VP</b>	<b>V+45</b>	<b>VB</b>	<b>VB12</b>	<b>VB24</b>	<b>VB36</b>
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>1</b>	51,886	53,352	54,816	56,282	57,746	59,216	60,686
<b>2</b>	53,213	54,719	56,221	57,726	59,227	60,730	62,235
<b>3</b>	54,578	56,119	57,664	59,201	60,746	62,289	63,832
<b>4</b>	55,978	57,561	59,143	60,724	62,306	63,887	65,467
<b>5</b>	59,143	60,724	62,306	63,887	65,469	67,052	68,632
<b>6</b>	62,306	63,887	65,469	67,052	68,634	70,216	71,800
<b>7</b>	65,469	67,052	68,634	70,216	71,795	73,377	74,961
<b>8</b>	68,634	70,216	71,795	73,377	74,956	76,538	78,124
<b>9</b>	71,795	73,377	74,956	76,538	78,124	79,705	81,287
<b>10</b>	74,956	76,538	78,124	79,705	81,286	82,866	84,448
<b>11</b>	78,124	79,705	81,286	82,866	84,448	86,032	87,614
<b>12</b>	81,286	82,866	84,448	86,032	87,612	89,196	90,780
<b>13</b>	85,104	86,748	88,394	90,041	91,683	93,330	94,979

APPENDIX A  
PAY SCALES  
**FY 2022: July 1, 2021 to June 30, 2022**

<b>FY 2022</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45</b>	<b>B+60</b>	<b>B+75</b>	<b>B+90</b>
	<b>V</b>	<b>VP</b>	<b>V+45</b>	<b>VB</b>	<b>VB12</b>	<b>VB24</b>	<b>VB36</b>
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>1</b>	52,924	54,419	55,913	57,408	58,901	60,400	61,900
<b>2</b>	54,277	55,814	57,345	58,880	60,412	61,944	63,479
<b>3</b>	55,670	57,241	58,817	60,385	61,961	63,535	65,109
<b>4</b>	57,098	58,712	60,326	61,939	63,552	65,165	66,776
<b>5</b>	60,326	61,939	63,552	65,165	66,778	68,393	70,004
<b>6</b>	63,552	65,165	66,778	68,393	70,007	71,620	73,236
<b>7</b>	66,778	68,393	70,007	71,620	73,231	74,844	76,460
<b>8</b>	70,007	71,620	73,231	74,844	76,456	78,069	79,686
<b>9</b>	73,231	74,844	76,456	78,069	79,686	81,299	82,912
<b>10</b>	76,456	78,069	79,686	81,299	82,911	84,524	86,137
<b>11</b>	79,686	81,299	82,911	84,524	86,137	87,752	89,366
<b>12</b>	82,911	84,524	86,137	87,752	89,365	90,979	92,595
<b>13</b>	86,806	88,483	90,162	91,842	93,517	95,197	96,879

**APPENDIX B  
STIPENDS FOR ADDITIONAL DUTIES**

<b>Activity</b>	<b># of Positions</b>	<b>FY20</b>	<b>FY21</b>	<b>FY22</b>
<b>Performing Arts</b>				
Art Club	1	\$1,510	\$1,540	\$1,571
Assistant Drama Coach	1	\$3,387	\$3,454	\$3,523
Drama Coach	1	\$5,065	\$5,166	\$5,269
Music Club Advisor	1	\$1,510	\$1,540	\$1,571
Snapshot Photography Club Advisor	1	\$1,510	\$1,540	\$1,571
Chorus Advisor	1	\$1,510	\$1,540	\$1,571
<b>Co-Curricular</b>				
Environmental Action Club Advisor	1	\$1,510	\$1,540	\$1,571
Equestrian Club Advisor - Advanced	1	\$1,510	\$1,540	\$1,571
Equestrian Club Advisor - Beginner	1	\$1,510	\$1,540	\$1,571
Equestrian Club Advisor - Drill Team	1	\$1,510	\$1,540	\$1,571
FFA Advisor	up to 3	\$3,000	\$3,060	\$3,121
FFA CDE Advisors	up to 22	\$400	\$408	\$416
Goat Club Advisor	1	\$350	\$357	\$364
Literary Magazine Advisor	1	\$1,510	\$1,540	\$1,571
Livestock Showing Advisor	1	\$350	\$357	\$364
Math Team Coach	1	\$1,510	\$1,540	\$1,571
National Honor & Technical Honor Society	1	\$1,510	\$1,540	\$1,571
Video Game Club Advisor	1	\$1,510	\$1,540	\$1,571
Science Team Coach	1	\$1,510	\$1,540	\$1,571
Sign Language Club Advisor	1	\$350	\$357	\$364
SkillsUSA Advisor	up to 3	\$3,000	\$3,060	\$3,121
SkillsUSA Coaches	up to 22	\$400	\$408	\$416
Weightlifting Club Advisor	1	\$1,510	\$1,540	\$1,571
Horror Lit Advisor	1	\$1,510	\$1,540	\$1,571
<b>Extracurricular</b>				
Freshman Class Advisor	up to 2	\$1,000	\$1,020	\$1,040
Sophomore Class Advisor	up to 2	\$1,250	\$1,275	\$1,301
Junior Class Advisor	up to 2	\$1,500	\$1,530	\$1,561
Senior Class Advisor	up to 2	\$2,500	\$2,550	\$2,601
GSA Advisor	1	\$1,510	\$1,540	\$1,571
Key Club Advisor	up to 2	\$750	\$770	\$785
Political Action Club	1	\$1,510	\$1,540	\$1,571
Student Mentor Advisor	1	\$1,510	\$1,540	\$1,571
Yearbook	up to 2	\$2,000	\$2,040	\$2,081
Content Facilitators	4	\$3,500	\$3,500	\$3,500

## ATHLETICS

Sports	# of Positions	FY20	FY21	FY22
<b>Fall Sports</b>				
Football - Varsity	1	\$10,137	\$10,340	\$10,547
Soccer (boys & girls) - Varsity	2	\$6,421	\$6,549	\$6,680
Volleyball (girls) - Varsity	1	\$6,421	\$6,549	\$6,680
Cheerleading - Varsity	1	\$6,421	\$6,549	\$6,680
Cross Country - Varsity	1	\$6,421	\$6,549	\$6,680
Golf - Varsity	1	\$5,133	\$5,236	\$5,341
Football - Assistant Head (V/JV/Fr)	1	\$5,697	\$5,811	\$5,927
Football - Assistant Coach (V/JV/Fr)	5	\$5,082	\$5,184	\$5,287
Soccer (boys & girls) - JV	2	\$4,151	\$4,234	\$4,319
Volleyball (girls) - JV	1	\$4,151	\$4,234	\$4,319
Cheering - JV	1	\$4,040	\$4,120	\$4,203
Volleyball (girls) - Freshman	1	\$4,040	\$4,120	\$4,203
Cross Country - Assistant Head		\$2,870	\$2,927	\$2,986
Field Hockey - Assistant Head	1	\$3,075	\$3,137	\$3,199
<b>Winter Sports</b>				
Basketball (boys & girls) - Varsity	2	\$6,421	\$6,549	\$6,680
Hockey (boys) - Varsity	1	\$6,421	\$6,549	\$6,680
Indoor Track (boys & girls) - Varsity	2	\$6,421	\$6,549	\$6,680
Gymnastics - Varsity	1	\$5,133	\$5,236	\$5,341
Wrestling - Varsity	1	\$6,421	\$6,549	\$6,680
Cheering - Varsity	1	\$4,151	\$4,234	\$4,319
Basketball (boys & girls) - JV	2	\$4,151	\$4,234	\$4,319
Hockey - JV	1	\$4,151	\$4,234	\$4,319
Indoor Track (boys & girls) - JV	2	\$4,151	\$4,234	\$4,319
Basketball (boys & girls) - Freshman	2	\$4,040	\$4,120	\$4,203
Hockey - Assistant Head	1	\$2,870	\$2,927	\$2,986
Swimming - Assistant Head	1	\$2,870	\$2,927	\$2,986
Gymnastics - Assistant Head	1	\$2,870	\$2,927	\$2,986
Wrestling - Assistant Head	1	\$2,870	\$2,927	\$2,986
<b>Spring Sports</b>				
Baseball - Varsity	1	\$6,421	\$6,549	\$6,680
Softball - Varsity	1	\$6,421	\$6,549	\$6,680
Lacrosse (boys & girls) - Varsity	2	\$6,421	\$6,549	\$6,680
Track and Field (boys & girls) - Varsity	2	\$6,421	\$6,549	\$6,680
Volleyball (boys) - Varsity	1	\$6,421	\$6,549	\$6,680
Baseball - JV	1	\$4,151	\$4,234	\$4,319
Softball - JV	1	\$4,151	\$4,234	\$4,319
Lacrosse (boys & girls) - JV	2	\$4,151	\$4,234	\$4,319
Track and Field (boys & girls) - JV	2	\$4,151	\$4,234	\$4,319
Volleyball (boys) - JV	1	\$4,151	\$4,234	\$4,319
Baseball - Freshman	1	\$4,040	\$4,120	\$4,203
Softball - Freshman	1	\$4,040	\$4,120	\$4,203
Intramurals and Strength and Conditioning	14	\$952	\$971	\$991

## **APPENDIX C LONGEVITY**

Teachers previously employed by North Shore Regional Vocational School District who were eligible for and elected to receive longevity payments under the provisions of the “Age Plus Service” longevity plan shall continue to receive longevity payments pursuant to that benefit. That “Age Plus Service” longevity plan is set forth in Appendix C of the Agreement. In addition, former North Shore teachers who would become eligible for the former North Shore “Age Plus Service” longevity plan during the life of the 2016-2019 Agreement may enter that plan in lieu of the longevity plan set forth in Article 3, Section I of the Main Agreement. Teachers who receive benefits under the Age Plus Service Plan shall be ineligible for the Longevity Plan set forth in Article 3, Section I of the Main Agreement. The open period for any new entrants to the Age Plus Service longevity plan shall sunset at the end of the 2016-2019 contract and thereafter the benefit shall be closed to new entrants. All other employees shall be covered by the longevity plan set forth in Article 3, Section I of the Main Agreement effective July 1, 2016. There shall be no retroactive application of any longevity plan described herein.

### **“Age Plus Service” Longevity Plan**

Eligible teachers will receive a longevity payment annually which shall be paid pro rata in their regular paychecks throughout the year according to the following formula:

The aggregate of the number of years of service to the District in any capacity and the teacher’s age on September 1 of the current school year will be calculated. Annual longevity compensation shall be based on the following scale:

Total of age And years of Service	Percent increase in base salary
70	2%
75	3%
80	4%
85+	5%

Teachers must notify Superintendent-Director of longevity eligibility and increases by January 1 of the previous year.

Previously taken maternity leave(s), involuntary leave(s) pursuant to a Reduction in Force, and/or other leaves of absence approved either by the Superintendent-Director and/or by the District School Committee, shall not be considered to have interrupted consecutive years of employment. However, a teacher on any of the aforementioned leaves for more than ninety (90) consecutive days in one school year shall not include that school year in the accumulation of the required number of consecutive years needed to qualify for the adjustments delineated above.

**APPENDIX D**

**Hathorne Teachers Federation Employee Grievance Form**

<b>Name of Employee</b>	
<b>Date/s of Act or Omission</b>	

<b>Contract Article and Section Violated:</b>

<b>Facts supporting each violation in reasonable detail:</b>

<b>Remedy sought for each contract violation:</b>

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Union Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Step	Filed With	Signature	Date	Answer
1	Principal			<input type="checkbox"/> Approved <input type="checkbox"/> Denied
2	Superintendent			<input type="checkbox"/> Approved <input type="checkbox"/> Denied
3	School Committee			<input type="checkbox"/> Approved <input type="checkbox"/> Denied

**APPENDIX E**

**Essex North Shore Agricultural and Technical School Sick Leave Bank Application Form**

**Date of Application:** \_\_\_\_\_

**Employee Information**

<b>Employee Name</b>	
<b>Telephone Number</b>	
<b>Home Address</b>	
<b>Physician Name</b>	
<b>Physician Telephone</b>	
<b>Physician Address</b>	
<b>Physician Letter</b>	____ Yes    ____ No
<b>Date of Letter</b>	
<b># of Days Requested</b>	

**Action Taken**

<b>Approved</b>	____ Yes    ____ No
<b>Days Allowed (max 20)</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Other Information</b>	

**Received By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_

**Date:** \_\_\_\_\_