

COLLECTIVE BARGAINING AGREEMENT

**BY AND BETWEEN
SALEM SCHOOL COMMITTEE
AND
SALEM ADMINISTRATORS' ASSOCIATION**

July 1, 2019 – June 30, 2022

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PREAMBLE

The School Committee of the City of Salem and Salem Administrators' Association agree that they have a common public and educational area of concern, in addition to economic matters such as "wages, hours, standards of productivity and performance and other terms and conditions of employment."

This goal will be approached constructively through periodic consultation. Such consultation will take place without trespass or interference upon the distinct and special powers and duties of either party in the process.

To this end the Association will from time to time present to the Committee its views and suggestions on certain school issues and related concerns clearly within its knowledge and province as the agency in the school system having the closest over-all contact with the administrators and supervisors.

It is hoped that this continuing consultation throughout the school year will contribute significantly to the advancement of public education in the City of Salem.

WHEREAS: the parties believe the collective bargaining method is workable and competent and will add dignity and increased professionalism in its best sense to the joint effort of the Association and the Committee to reach agreement, and

WHEREAS: the parties wish to declare their intention to cooperate fully in what must be the joint objective of the bodies, the best education possible for Salem's children, and

WHEREAS: the Association has demonstrated in a secret ballot election conducted by the Department of Labor Relations in case Numbered MCR-13-3196, that it is the choice of a majority of those persons in the bargaining unit as their representative for collective bargaining and is the exclusive bargaining agent for all such administrative personnel therefore be it

RESOLVED: That it is agreed as follows

ARTICLE I

ASSOCIATION RECOGNITION, JURISDICTION AND DEFINITIONS

A. Association Recognition

The Salem School Committee recognizes the Salem Administrators' Association as the exclusive representative for all persons in the Administrators' Bargaining Unit

which consists of all full-time and regular part-time administrative employees of the Salem School Committee including the following: Assistant Principals and similar positions, Directors and similar positions, Department Heads and similar positions, and Supervisors and similar positions, but excluding the Superintendent, Assistant Superintendents, Building Principals, Supervisor of Building Services, Supervisor of Food Services, and all other managerial, confidential, casual, and other employees. Assistant Principals and Directors may be full year or school year (195 days) positions, according to their posting at the time of filling.

B. Jurisdiction

The jurisdiction of the Association shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit. Any time an Association bargaining unit position is filled or, for any reason, vacated (i.e. resignation, retirement, etc.), the Association shall be notified within five business days of each affected person's name, job title, and, for new hires, contact information. (The School Committee's obligations under this clause are understood by the parties to supplement, not limit, its obligations under M.G.L. c. 150E, §5A, which became effective on September 23, 2019.

C. Definitions

The term "school" as used in this Agreement means any work location or functional division maintained by the School Department in which the educational process is carried on.

The term "teacher" as used in this Agreement means a person employed by the Committee in the teacher bargaining unit.

The terms "Principal", as used in this Agreement mean the responsible head of their respective schools, or subject area.

The term "person" or "personnel" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Section A. Article I.

The term "Association representative" as used in this Agreement means the Association representative or other qualified designee of the Association.

The term "full year" school administrator is used to define those administrators who work for a complete calendar year (including vacations, holidays).

The term "195 day or school year" school administrator is used to define those administrators who complete the majority of their service within the parameters of the established school year.

D. Official List of Association Representatives

The Association shall furnish the Committee, through the Superintendent, with a list of its officers and authorized Association representatives and shall, as soon as possible, notify the Committee in writing of any changes. No Association representative shall be recognized by the Committee except those designated in writing by the Association.

ARTICLE II

COMMITTEE RIGHTS CLAUSE

Section A.

It is agreed that the School Committee of the City of Salem, hereinafter called "The Committee" or "The Salem School Committee"; is a public body established under, and with powers provided by, the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair any right or duty conferred upon the Committee by statute or by any rule or regulation or an applicable agency of the Commonwealth of Massachusetts.

Section B.

Except as otherwise provided in this Agreement, or as otherwise provided in any law or rule or regulation promulgated under law, the School Committee acting through its Superintendent and/or other administrative representatives, shall exercise its functions, duties, and responsibilities in such manner as may be prescribed by such law or laws as may now or subsequently be in effect.

Among the functions, duties and responsibilities included, but not limited thereto nor wholly inclusive, shall be the following: To hire, promote, transfer, assign, retain and/or grant professional status to employees within the Salem Public Schools and to suspend, discharge, or to take such other disciplinary action as may be provided for by law.

Section C.

The failure of the Committee and/or the Superintendent to exercise any right or power hereby reserved to it, or him/her, or the exercise by it or him/her of any such right in a particular manner shall not be deemed a waiver nor a restriction of any such exercise of rights.

Section D.

The Committee and the Superintendent retain all powers, rights, duties and authority under which it had prior to entering into this Agreement except those matters agreed to herein

ARTICLE III

SALARY AND RATES OF PAY

A. Administrative Salaries

- (1) The salaries for members of the Bargaining Unit are set forth in Appendix "A" which is attached hereto and made part hereof. Unless otherwise agreed to, negotiated pay increases for full year Administrators are to be effective as of July 1 of any year. Such raises for one hundred ninety-five (195) day Administrators shall be effective as of September 1 of any year.

(2) **Step Increments**

A newly appointed Administrator shall advance to the next step of the salary schedule following each year of service.

(3) **Educational Incentive Program**

- a.) Any Administrator who is awarded a CAGS or has earned either sixty (60) or thirty (30) credits beyond a Master's Degree shall be compensated therefore in accordance with Appendix A.
- b.) In order to be eligible for any payment under paragraph (a) above, an Administrator must provide documentation of said degree or credits by October 1 in any given school year.
- c.) Additional services performed by bargaining unit members, which administration has approved and deemed necessary as they are educational in nature and performed during the work year, will receive a differential in salary. Salary differentials will be provided for the following services at the following rates:

504 Coordinator will receive a \$5000 annual differential

- (4) Effective retroactive to July 1, 2019, for the following schools whose student day is currently greater than six and a half hours, the Assistant Principals shall receive the following annual differential, which specified amount shall be incorporated into the employee's regular pay:

1. Collins: \$5000
2. Saltonstall: \$2000

The Parties further agree that should the Committee seek to extend the student day at any other school in the District during the life of this contract, the Committee will provide notice and an opportunity to bargain.

B. Acting Principal

After five (5) consecutive days of serving in the principal's absence, the acting principal will receive full differential as a principal for the duration of his or her service.

C. Acting Director

An acting director may be appointed after ten (10) successive days of absence of the director. The acting director will receive full differential as a director for the duration of his or her service.

D. Mileage for Administrative Staff Members

Administrative staff members whose condition of employment requires inter-school or intra-state use of their cars shall be granted a mileage rate equal to the internal Revenue Service rate in effect on September 1 of each academic year.

E. Severance Pay

On the retirement or death of a member of this Bargaining Unit, who has been continuously employed as either a teacher or an Administrator prior to September 1, 2000, payment for accumulated sick leave will be made to the member or his/her estate up to a total of eighty (80) days calculated on a per diem rate based upon a full time work year.

On the retirement or death of a member who has been employed on or after September 1, 2000, payment for accumulated sick leave will be made to the member or his/her estate up to a total of forty (40) days.

To be eligible for this payment, excepting for unforeseen circumstances, notice of intent to retire must be provided the Superintendent no later than December 1 of the previous calendar year to the effective date of retirement.

For the purpose of this section, the word "retirement" is defined as "being an employee who is eligible for and receiving benefits in accordance with the rules and regulations of the state teachers and or local contributory retirement system". Proof of receiving benefits, by means of a copy of the initial retirement check, shall be submitted

to the Superintendent of Schools, prior to the payment of benefits provided for by this section.

Employees hired on or after January 1, 2020 shall not be eligible for any severance pay as described above.

F. The Administrative Year

Subject to the approval of his/her immediate supervisor, each Administrator is vested with discretion to determine the allocation of his/her time within the work year that is necessary to fulfill the responsibilities and requirements of his/her position. The full year Administrators work year shall be July 1 through June 30. Administrators on a 195 day "school year" contract will be expected to be in attendance for two (2) days during the five week days immediately preceding the date on which the teachers' work year commences, for the three (3) days during the week after school closes and an additional five (5) days during school vacation weeks and/or the summer months. In the event that the one hundred ninety-five (195) day Administrator works the additional five (5) days or any part thereof during the summer months, his/her compensation is to be paid at the rate in effect during the preceding school year. In the event such Administrator resigns or retires and has not worked all or part of the additional five (5) days, his/her final pay shall be reduced by the number of days not worked. Given prior approval by the Superintendent, any additional days of work will be paid on a per diem basis.

Each Administrator employed on a full year basis is guaranteed five (5) weeks' vacation per work year. Full year Administrators will coordinate vacation with their respective Principal, where applicable. Requests for vacation during periods when schools are in session must receive approval of the Principal (as applicable) and the Superintendent or his/her designee. A full year Administrator may carry over twenty (20) vacation days to the following year. In no event may an Administrator have more than forty-five (45) days of vacation accrued at any time during the work year.

Holidays

The following days shall be paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve ½ Day, providing said day occurs during normal working hours.
Christmas Day
New Year's Eve ½ Day, providing said day occurs during normal working hours.
"Any other day that may be declared a holiday by the Governor of the Commonwealth, the General court, or the City of Salem."

G. School Closings

On days that schools are closed due to inclement weather or unscheduled reasons, all full year administrators are expected to report to work, unless instructed otherwise by the Superintendent of Schools. When administrators are required to report to work on days when school is cancelled due to inclement weather, said full year administrators will be permitted to report one (1) hour after their normal reporting time. If an administrator elects not to report to work due to safety or personal reasons, the day will be deducted from the administrator's personal or vacation leave. In the event that the Governor declares a state of emergency, administrators are not required to report to work.

ARTICLE IV

SUPPLEMENTAL BENEFITS

A. Health Insurance

1 The City has transferred its employee subscribers to the State Group Insurance Commission. For the period July 1, 2012 through June 30, 2015, the City shall contribute (a) sixty-five percent (65%) to the cost of a non-Medicare indemnity plan, with the employee contributing thirty-five percent (35%).

2. For the cost of a non-Medicare preferred provider plan (PPO). The City shall contribute seventy percent (70%) with the employee paying thirty percent (30%).

3. For the cost of a non-Medicare HMO plan, the City shall contribute seventy-five percent (75%), with the employee contributing twenty-five percent (25%).

4. The contribution of the employee shall be paid with pre-tax dollars as authorized by Section 125 of the Internal Revenue Code.

5. The cost sharing provisions as set forth in 1-3 above are subject to negotiations only between the City and the Salem Public Employee Committee and not individually with the Salem Administrators Association.

B. Life Insurance

The City of Salem shall provide sixty-five (65%) percent of the cost of a five thousand dollar (\$5,000.00) life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

C. Pension

The parties agree that all provisions of the Massachusetts Teachers' Retirement plan shall be made a part of the Agreement.

D. Workmen's Compensation

Members of this unit are covered by the Provisions of the Massachusetts Workmen's Compensation Act, General Laws of the Commonwealth, Chapter 152. Members of this unit must report all work-related injuries to the Human Resources Office within twenty-four (24) hours using the appropriate form.

E. Tax-Sheltered Annuities

All administrators will have the opportunity to make use of the Tax Sheltered Annuity Plan through payroll deduction during this Contract Year.

F. Professional Membership Expenses

Upon proof of payment an Administrator will be reimbursed up to two hundred fifty dollars (\$250.00) for the cost of membership in educational professional organization.

G. Tuition Reimbursement

All members of the Bargaining Unit are eligible for course reimbursement for one (1) course taken per year at an accredited college or university at not more than the per credit tuition cost as established by Salem State University as of September 1 of the academic year in which the course is taken. All members of the Bargaining Unit are eligible for further course reimbursement for a second course taken in the same year at an accredited college or university to the extent that the total reimbursement for both courses does not exceed nine hundred ninety dollars (\$990.00). Reimbursement for one or both courses are conditioned upon the following:

- 1) The tuition reimbursement year shall be September 1 to August 31
- 2) Requests for reimbursement shall be submitted to the Superintendent of Schools or his/her designee for approval, prior to the taking of the course.

Such request shall be submitted upon a form provided by the Superintendent of Schools.

- 3) Administrators must receive a B or better in order to qualify for reimbursement. Proof of the grade and proof of payment must be submitted prior to the award of reimbursement. The administrator is responsible for notifying the Superintendent of any resulting eligibility for movement on the salary scale.
- 4) All proof of grades and other associated requested information shall be submitted to the Superintendent or his/her designee prior to November 15 of each year in order to be eligible for reimbursement on/by December 15 of the same year. Reimbursement shall be made only for a course (s) taken during the tuition reimbursement year.

H. Longevity Pay

Longevity shall be paid as follows in a lump sum, if possible in a separate check, during the first pay period of December. If one check is issued including both regular payroll and longevity, it shall be taxed as two separate checks.

<u>Years of Service</u>	<u>Payment</u>
11	\$1650
9	\$1350
7	\$1050
5	\$750
3	\$300

For any administrator who had six (6) or more years in the Salem Teachers Union and moves and/or moved directly from a position within the Salem Teachers Union to a position within the Salem Administrators Association; they shall receive, starting with their first December in the SAA unit, the longevity stipend at the three-year rate and shall continue to receive that longevity amount until they progress to five (5) years of service in the SAA unit in accordance with the above schedule.

I. Sick Leave Buy Back

a. Effective January 1, 2013, employees hired on and after said date shall be eligible to buy back, in January of each year, up to two (2) days per year, if the employee has not used fifty percent (50%) of his or her sick leave accrued for the prior calendar year. The daily rate paid shall be two hundred fifty dollars (\$250.00).

b. Effective January 1, 2013, employees hired before said date and who have attained ten (10) years of service, shall be eligible to buy back fifty percent (50%) of sick leave accrued up to forty-five (45) days at one hundred twenty-five (\$125.00) a day. To

be eligible to buy back such days, the employee must have at least thirty (30) days remaining on the books following such buy back.

c. Effective January 1, 2013, employees hired for employment in the District before said date and who have attained five (5) years of service shall be eligible to buy back up to forty-five (45) days at sixty-five dollars (\$65.00) a day. To be eligible to buy back such days, the employee must have at least fifteen (15) days left on the books following such buy back.

d. Any days bought back under the above provisions shall reduce the number of days payable to the employee at the time of retirement by the number of total days bought back.

e. Any payments made to an employee under these provisions may be deposited directly into an employee deferred compensation account at the employee's discretion.

f. The Sick Leave Buy Back Plan is voluntary

J. Payroll

Administrators will be paid on a biweekly basis through direct deposit.

ARTICLE V

LEAVES OF ABSENCE

A. Sick Leave

1) The full year administrator shall be granted eighteen (18) sick days per year (195 day administrators, 15 days) at the beginning of the contracted year. An administrator who has been out due to personal illness for more than five (5) consecutive days will be required to provide a doctor's note to the human resources office.

2) Using sick leave for any reason other than being sick is considered an abuse of sick leave. Excessive, patterned misuse of sick leave also may be considered an abuse of sick leave. Abuse of sick leave may be cause for dismissal and forfeiture of cash compensation for unused sick leave.

3) At the end of sixty (60) consecutive days the School Committee may, as its prerogative, require that a physician representing the School Committee be allowed to examine the person and report his/her findings to the Superintendent.

4) No member of this unit shall lose sick pay as a result of the hiring of a substitute.

5) Total accumulated sick days will be accessible to all administrators via their login on MUNIS or similar tracking system that is used by the District.

6.) Administrators must report to their Supervisor or his/her designee prior to the start of the work day or as soon as practicable if they will be absent from work due to illness.

B. Family Medical Leave

An administrator who has completed his/her probationary period may be eligible for leave when necessary due to a medical condition, to care for a new baby, or for adoption of a child. An administrator's eligibility for such leave and its duration is dependent on a variety of factors, including each employee's job requirements, length of service, specific reasons for the leave of absence, and adequacy of documentation pertaining to the leave request. Leaves may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances as specified in this policy.

In addition, in accordance with the provisions of the Family and Medical leave Act of 1993 (FMLA) and the Amendments of 2008, as from time to time amended, full and regular part-time eligible school department employees who have been employed for at least twelve (12) months or have worked at least 1,250 hours over the past twelve (12) months, may apply for an unpaid family medical leave. The 2008 Amendments offer a way to support family members of military personnel to be eligible for up to 26 weeks of job-protected leave in a twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of active duty.

This leave may be taken intermittently when medically necessary.

All leaves above will run concurrently to the extent the employee's time off falls within the parameters of any of the various leaves of absence provided by this policy. For example, if an employee is eligible for an eight-week maternity leave, a twelve-week FMLA leave, and a twelve-month parental leave, all leaves will begin on the first day of the leave and run concurrently. Time off due to work-related injury will also run concurrently with any other applicable leave provided by this policy.

Approved family, medical, and/or parental leaves for administrators may either be paid or unpaid depending on the amount of accrued sick time available for each individual administrator.

All applications for family, medical, and/or parental leave shall follow the process outlined in sections (a) and (b) below.

a. Family and Medical Leave

The purpose of family and/or medical leave is:

- To care for the employee's child within one year of birth, adoption or the initiation of foster care;
- To care for a child (who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability), a spouse, or a parent with a serious health condition;
- The employee's own serious health condition that makes the employee unable to perform his/her job;
- Qualifying exigencies may arise when the employee's spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty. For purposes of qualifying exigency leave, an employee's son or daughter on covered active duty refers to a child of any age;
- Military caregiver family leave is to care for the spouse, parent, child, or next of kin of a service member who suffered a serious injury or illness while on active duty.

A serious health condition is an illness, injury, impairment, or physical or psychological condition that involves:

- a period of incapacity or treatment connected with inpatient care;
- a period of incapacity requiring absence of more than 3 calendar days from work on daily activities also involving continuing treatment by a health care provider;
- any period of incapacity due to pregnancy or for parental care;
- any period of incapacity due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy);
- any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases); or
- a period of absence to receive multiple treatments for an injury or condition which would result in incapacity for more than three days if not treated (e.g., chemotherapy, physical therapy, dialysis).

FMLA leave does not include periods of time when employees do not regularly work, such as, for 195-day administrators, those days that are not

included within their 195-day work year, or, for all administrators, the paid holidays enumerated in Article III. F.

If a married couple is employed by the District, they may take a combined twelve (12) weeks of FMLA leave to care for a newborn or adopted child. They are not eligible for twelve (12) weeks each. Example: if each spouse took six (6) weeks of leave to care for a newborn child, each could use an additional six weeks due to their own serious health condition or to care for a parent, spouse, or child with a serious health condition.

When leave is foreseeable, employees are required to complete the FMLA request forms of the requested leave as early as possible, and no later than thirty (30) days prior to the beginning of the leave. If thirty (30) days' notice is not practicable, such as because of lack of knowledge, a change in circumstances, or medical emergency, written notice must be given as soon as practicable.

FMLA leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time for time needed to recover from a serious illness for him/herself in order to receive pay during this leave, if they wish to do so. After an employee has used all eligible leave time, any remaining time of leave shall be unpaid.

b. Twelve-Month Period Defined

The Salem Public Schools counts the twelve (12) month period for Availability of Leave under this section (Article V. B.) under the FMLA by the means described in 29 C.F.R. § 825.200(b)(3), viz., "[t]he 12-month period measured forward from the date any employee's first FMLA leave [for approvable reasons] begins... ."

C. Sick Leave Bank

There is hereby established a Sick Leave Bank for the members of the Administrators' Bargaining Unit under rules and regulations established by the Association and approved by the Committee attached hereto. Said rules and regulations shall at least contain provisions as to the following:

- (a) The membership in the Bank shall be voluntary.
- (b) An employee must be a member of the Bank in order to be eligible to draw days from the Bank.
- (c) The number of days to be contributed by each employee who wishes to participate in said Bank.

- (d) The means in which an employee may join the Bank.
- (e) The means in which employee shall restock the Bank.
- (f) That employees who are members of the Bank and who have exhausted their own personal sick leave cannot draw from said Bank until after the expiration of five (5) consecutive payless sick days and further provided the illness is certified by a physician selected by the School Committee.
- (g) An employee, on maternity leave for non-medical reasons is not eligible to draw days from the Bank.
- (h) An employee on paternity leave is not eligible to draw days from the Bank.
- (i) An employee shall not be entitled to draw more than one hundred eighty (180) consecutive days from said Bank.
- (j) The Sick Bank Committee shall be made up of an appointed representative of the Salem Administrators' Association, the District Director of Nursing Services and the Superintendent or his/he designee.
- (k) The Sick Bank Committee shall be responsible for reviewing all written requests from eligible members of the Salem Administrators' Association to access additional sick time. Their decision on such matters shall be considered final and not subject to the grievance process.

D. Parental Leave.

Effective April 7, 2015, Parental leave allows full-time female or male employees who have been employed for at least three (3) consecutive months up to eight (8) weeks of leave after the birth or adoption of a child, and the placement of a child up to the age of 18 pursuant to a court order. If both parents are employed by the Salem Public Schools, the employees are entitled to a total of eight (8) weeks in the aggregate.

Appropriate supporting documentation may be required. Parental leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time in order to receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After an employee has used all eligible leave time, any remaining time of parental leave shall be unpaid. Parental leave will run concurrently

with FMLA leave if the employee is eligible for such leave. During this period of leave, no vacation leave is accrued.

E. Workers' Compensation

Members of the bargaining unit are covered by Workers Compensation. While out on Workmen's Compensation, a member, upon request, may be able to draw from sick leave benefits to make up the difference between the Workmen's Compensation coverage and his/her regular weekly wages for up to ninety (90) days.

F. Other Leaves with Pay.

1. Short Term Leave for Personal Business

In the case of absence for personal reasons, granted in advance by the Superintendent or his agent, a member of the bargaining unit shall receive salary for a period not to exceed three (3) school days annually.

2. Sabbatical Leave

Three-fourths (3/4) paid sabbatical leave for study may be granted following seven (7) years of permanent service, upon recommendation of the Superintendent, with the approval of the School Committee, up to a maximum of three (3) individual leaves per school year. A person who takes a sabbatical year for "study" should pursue a systematic course of study during the entire school year in residence under the auspices of an educational institution approved by the Superintendent of Schools, taking at least ten (10) three-hour courses up through the Master's Level, or their equivalent. Such courses must be listed on the application for sabbatical. Persons granted such leave must agree in writing that services following the leave shall be rendered in the Salem Public Schools for at least two (2) school years, and that in default of completing such service, the Administrator shall refund to the City of Salem an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

All applications for sabbatical leave shall be submitted by the preceding April 1.

3. Short Term Military Leave

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

4. Service Credit for Leave with Pay

Each person granted leave with pay shall, upon his/her return, be entitled to claim service credit for seniority, longevity, retirement, appropriate placement on the salary schedule and increments due him/her in accordance with the length of his/her leave and progression requirements.

Personnel on such leave shall be permitted to pay regular monthly contributions based upon earnable salary as administrative personnel for the period of such leave.

The Committee agrees to recommend to the State Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that persons receiving such leave of absences is permitted to pay regular monthly contributions based upon their earnable salaries as administrative personnel for the period of such leave.

5. Leave for Conference, Conventions, etc.

With approval of the Superintendent, official delegates of Salem Administrators' Association shall be granted leave with pay to attend conventions of affiliated bodies, or other related functions that contribute to the advancement of educational welfare in the Salem Public Schools and the City of Salem.

6. Leave for Visiting Days

With the approval of the Superintendent, personnel in the Salem Public Schools may be allowed, without loss of pay, at least one (1) day per year for visiting other classes within or outside the city, or for educational conferences or conventions.

7. Religious Holidays

Time off, without loss of pay, will be granted for the observance of required holidays of any religious sect or belief.

8. Funeral Leave

Five (5) days funeral leave without loss of pay shall be granted to administrators upon the death of anyone in the administrator's immediate family or anyone residing in the same household with the administrator.

Immediate family shall include the administrator's spouse, child, mother, father, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, parent-in-law, step-mother, step-father, step-child, step-grandchild, step-sibling, or any individual or relative of the administrator or his/her spouse residing in the administrator's home at the time of death or at the commencement of the final illness or accident.

One (1) day funeral leave without loss of pay shall be granted to administrators on the death of the administrator's brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

G. Leave Without Pay

1. General Leave

Leaves of absence without pay may be granted on account of prolonged illness, needed rest, necessities of the home and allied reasons; or they may be granted for any other activity which would, in the opinion of the Superintendent, contribute to the future benefit of the Salem Public Schools. Leaves of absence shall not be granted for voluntary entrance into industry or business.

The salary status of members of this bargaining unit on leave of absence without pay remains unchanged during the period of leave, except that a leave of absence for approved professional study is considered equal to teaching service in Salem for the same period.

2. Leave for Association Service

Members who are officers of the Association or who are appointed to its staff may seek and shall be granted leaves of absence without pay for the purpose of performing legitimate duties for the Association. Persons granted leaves of absence without pay, shall upon their return; receive service credit toward longevity, seniority status, placement on the salary schedule, and salary increments due them.

Further, the Committee agrees to recommend to the State Retirement Board that the time spent on leave of absence pursuant to this section is granted as service credit for retirement purposes and that the persons receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as administrators for the period of such leave. Request for leaves granted under this section shall be initiated by the Association for Association Service, and/or special study, research or similar relevant purposes to enhance the knowledge and competency of the Association in administering its responsibilities.

3. Military Service

Members of this bargaining unit shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. A person granted such a leave shall, upon his/her return, receive service credit toward seniority, retirement, longevity, and appropriate annual salary and increments.

ARTICLE VI

WORKING CONDITIONS

A. Administrative Facilities

1. Suitable office space, modern furnishing, adequate storage and shelving facilities may be provided for administrative areas as far as possible.
2. Privacy for pupil, parent, and teacher conferences shall be afforded within the office area as far as possible.

B. Work Day and Duty-Free Lunch

Members of this bargaining unit shall work at least an eight hour work day and be entitled to a duty-free lunch period.

C. Evaluations

The evaluation of administrators shall be conducted in accordance with the Department of Elementary and Secondary Education (DESE) requirements utilizing the available rubrics, templates and process outlined in said documents.

ARTICLE VII

ADMINISTRATIVE AND STAFF RELATIONSHIPS

A. Administrative Personnel Procedure

1. No report, written or oral, shall be made to the School Committee or its individual members from the Superintendent's office reflecting adversely upon or prejudicial to the professional reputation of an administrative staff member without its first having been discussed with the member. Unless the matter is extremely urgent or serious, this discussion should be held at least one (1) week prior to the submission of the report.

2. Before acting upon the complaint of any administrative staff member, parent, teacher or citizen, lodged against a member of the administrative staff, the Superintendent shall ascertain the facts from both parties and arrange for a conference between them in his/her office in an effort to resolve the matter of complaint. If the administrative staff member so requests, a member of the bargaining unit shall be present.

3. The personal signature of administrative staff members shall be required only on papers pertaining to the specific duties vested in them by the School Committee. On these matters in which the ultimate decision or recommendation is vested in the Superintendent a staff member need not sign a statement, if to do so would jeopardize his/her professional standing or if the signed statement could later be used to his/her detriment. When administrative functions or duties of the Superintendent are delegated to subordinate administrators beyond their assigned functions, the assignment shall be made in writing with appropriate signature. Final outcomes shall be primarily the Superintendent's responsibility.

B. Chain of Command

1. The chain of command shall be clearly delineated for both professional and non-professional administrative staff members of the school. The duties of the non-professional staff shall be defined in relation to the functions and needs of the professional administrators.

2. All administrators are to be considered equals except in scope of duty. The Principal is the chief administrative agent in his or her school; a Director has charge of his/her special field of subject competency; a Special Education Supervisor has charge of services within their building. The Superintendent or his/her designee and the building Principal shall assign evaluation responsibilities to administrators on an annual basis

3. The judgment of administrators as it pertains to their field of interest and preparation shall be respected as the authority for their subject. In practice it is to be expected that administrators shall consult frequently with teachers in effort to resolve problems of mutual concern.

C. Reduction In Force

If there is a reduction in force of School Administrators covered by this Agreement, all affected personnel and the president of the Association will be notified in writing as soon as practicable, but no later than **sixty (60)** days prior to the planned implementation of the reduction. Such reduction shall be accomplished through the utilization of the principle of seniority within classification, i.e. Assistant Principals-Senior High School; Assistant Principals-Middle School, Assistant Principals-Elementary Schools, within each individual Directorship and Special Education Supervisors.

For the purpose of this section, seniority is defined as the length of continuous service with the Salem School System, whether as a teacher, administrator or combination thereof.

ARTICLE VIII

SCHOOL COMMITTEE POLICIES

A. Disciplinary Procedure

An updated copy of the general policies of the School Committee will be maintained and available online.

ARTICLE IX

GRIEVANCE PROCEDURE

PURPOSE:

It is the declared objective of the parties to encourage the prompt and informal resolution of complaints as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of complaints at the lowest organizational level. Personnel subject to this Agreement shall be excused from duty at a mutually agreed upon time, without loss of pay, in the processing of a grievance. Any person in this bargaining unit or the Association shall have the right to present a grievance and have it promptly considered on its merits.

A. Definitions

A "grievance" shall mean a complaint, (1) that there has been as to a person a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that a member of this bargaining unit has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, as related to this document, except that the term "grievance" shall not apply to any matter as to which the Committee is without authority to act. As used in this Article, the term "person" shall mean also a group of the bargaining unit members having the same grievance.

B. Adjustment of Grievances

1. Procedure

a. Principal/Assistant Superintendent (Step 1)

A member of this bargaining unit or his/her Association representative may, either orally or in writing, present a grievance to their immediate administrative supervisor within ten (10) school days after knowledge by the person of the facts giving rise to concern over a possible violation of this contract.

b. Superintendent Level (Step 2)

A member of this bargaining unit or his/her Association representative may, in writing, appeal the decision on their grievance to the Superintendent within reasonable time, within ten (10) school days.

The grievant and the Superintendent shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the grievant may present the grievance personally or by an Association representative with the grievant present. Whenever a grievance is presented to the Superintendent by the unit member, the Superintendent shall give the Association representative the opportunity to be present and state the views of the Association.

The Superintendent shall convey his/her decision in writing to the aggrieved person and the Association with five (5) school days after receiving the complaint.

c. School Committee Level (Step 3)

An appeal of the foregoing step may be made in writing by the grievant or the Association to the Committee for review within fifteen (15) school days after the decision of the Superintendent has been received.

The Committee shall meet with the aggrieved person and an Association representative within ten (10) school days after receipt of the appeal. The Superintendent may be present at the meeting and state his/her views.

The aggrieved person and the Association shall receive at least two (2) school days' notice of the meeting and an opportunity to be heard. The Committee shall notify the aggrieved person and the Association, in writing, of its decision within five (5) school days after the hearing.

d. Arbitration Level (Step 4)

It is the express intent of the parties hereto that the arbitration procedures defined below be limited to matters set forth in ARTICLE IX-Grievance Procedure, Section A Definition. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Association and the Committee.

A grievance which was not resolved at Step 2 under the Grievance Procedure may be submitted by the Association to arbitration. The proceeding may be initiated by filing with the Committee and the American Arbitration Association request for arbitration. The notice shall be filed not later than thirty (30) school days after denial of the grievance at Step 2 under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his/her written decision no later than thirty (30) school days from the date of the close of the hearings. The decision of the arbitrators shall be accepted as final by the parties to the dispute and both will abide by it.

The School Committee agrees that it will apply to all substantially similar situations the decision of the arbitrator sustaining a grievance which is substantially similar to a grievance denied by the decision of the arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

C. General Matters on Grievance

1. Time Limits

a. The time limits specified in any step of this procedure may be extended or reduced, in any specific instance, by mutual agreement.

b. A grievance filed in an inappropriate step of the Grievance Procedure will be considered as properly filed, but the time limits for answering the grievance is referred to the appropriate step.

c. A failure by a grievant or the Association to process the grievance from one step to the next step within the time limits provided for, will result in a disposition of this grievance unfavorable to the grievant, and conversely, a failure of a representative of the Committee responsible to answer a grievance at any of the steps of the Grievance Procedure to make such an answer within the time limits provided for, will result in a disposition of the grievance favorable to the grievant.

d. The filing or pendency of any grievance under the provisions of this Article shall in no way operate or impede, delay or interfere with the right of the Committee to take the action complained of, subject, however, to the final decision on the grievance.

ARTICLE X

ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

A. Association Meetings at Individual Schools

1. Official representatives of the Association shall have the right to schedule Association meetings of the administrator members in the school before or after regular school hours.

2. No Association activity shall be conducted during school time.

B. Protection of Individual and Group Rights

1. Nothing contained herein shall be construed to permit an organization other than the Association to appear in an official capacity in the processing of a grievance.

2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the Grievance Procedure, heretofore set forth in Article IX.

C. Association Security

Upon compliance by the Association with the necessary statutory requirements, the School Committee will require as a condition of employment continuous good standing as a Association Member or continuous good standing as an Agency Associate beginning with the 30th day following the date of employment or the effective date of the bargaining agreement whichever is the later.

The School Committee will certify payroll deductions authorized by the Association Member and the Agency Associate to the Treasurer of the City of Salem for the payment of membership dues and agency fees and transmittal of same in sum total upon collection accompanied by a listing detailing names and individual amounts deducted to the Association.

ARTICLE XI

HANDLING OF NEW ISSUES

Matters of Collective Bargaining import, not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By the Committee:

Except as any change may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement which are proper subjects for Collective Bargaining, the Committee agrees it will make no changes without proper consultation and negotiation with the Association.

By the Association:

In any matter not covered in this agreement which is a proper subject for Collective Bargaining the Association may raise such issue with the Committee for consultation and negotiation, except that the Association shall not renew or seek any questions introduced, debated and settled, either negatively or affirmatively, during the

bargaining prior to final settlement. This restriction shall not apply to the areas outlined in the Preamble as Subjects for Continuing Consultation.

Being a mutual Agreement this instrument may be amended at any time by mutual consent.

No addition or amendment to, no agreement understanding, alteration or variation of the agreement, terms or provisions contained herein shall bind the Association or the Committee unless made and executed by mutual agreement and in writing by the Association and the Committee.

ARTICLE XII

SAVINGS CLAUSE

If, through a determination of a court of law, a provision of this Agreement is deemed illegal and such judgment is or may not be further challenged, then such provision shall be deemed enforceable only to the extent permitted by law.

At the request of either party, a substitute provision shall be negotiated. The remainder of the Agreement will continue in full force and effect.

ARTICLE XIII

RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Association and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE XIV

RESTORATION RIGHTS

In the event that a bargaining unit member accepts an interim appointment within the Salem Public Schools to a position outside the bargaining unit (e.g. Interim Principal), they will retain the right to be restored to their bargaining unit position, provided they return on or before the one-year anniversary of their interim appointment. A person who is serving as Acting Principal, Acting Director (in any Director position that is not currently in the SAA), or Acting Executive Director will do so until the School

Committee has been able to fill the position with another qualified individual, and the person serving as such Acting Principal, Acting Director, or Acting Executive Director will retain indefinitely his/her right to be restored to their bargaining position when the School Committee fills the position in question with a permanent appointment or at the time of the person's retirement from the District.

ARTICLE XV

DURATION

This Agreement and each of its provisions shall be effective as of July 1, 2019 except as otherwise provided in this contract and shall continue in force and effect until June 30, 2022. Negotiations for a successor Agreement will commence no later than December 1, 2021 on all items upon the request of either party filed two (2) weeks prior to December 1.

DATED:

SIGNATURES:

Salem School Committee:

Salem Administrators' Association

Chairperson	
<i>[Signature]</i>	<i>[Signature]</i> , President
	<i>[Signature]</i> , VICE PRESIDENT
	<i>[Signature]</i> , Treasurer
	<i>[Signature]</i> , Secretary

Appendix A

Step	Masters + 30	CAGS or +60	Masters + 30	CAGS or +60
1	\$ 97,584	\$ 98,660	\$ 99,737	\$ 100,814
2	\$ 100,797	\$ 101,874	\$ 102,951	\$ 104,028
3	\$ 104,245	\$ 105,322	\$ 106,399	\$ 109,847
4	\$ 105,276	\$ 106,353	\$ 107,430	\$ 108,483
5	\$ 106,329	\$ 107,406	\$ 108,483	\$ 109,566

2018-2019
2.5% Increase

Step	Full Year		195 Days	
	Masters + 30	CAGS or +60	Masters + 30	CAGS or +60
1	\$ 100,023.109	\$ 101,126.922	\$ 87,463.926	\$ 88,567.739
2	\$ 103,316.887	\$ 104,420.70	\$ 90,424.352	\$ 91,528.165
3	\$ 106,851.295	\$ 107,955.11	\$ 93,434.450	\$ 94,538.263
4	\$ 107,907.644	\$ 109,011.46	\$ 94,358.341	\$ 95,462.154
5	\$ 108,987.173	\$ 110,090.99	\$ 95,302.101	\$ 96,405.914

1	\$ 102,523.687	\$ 103,655.095	\$ 89,650.524	\$ 90,781.932
2	\$ 105,899.809	\$ 107,031.217	\$ 92,684.961	\$ 93,816.369
3	\$ 109,522.578	\$ 110,653.986	\$ 95,770.311	\$ 96,901.719
4	\$ 110,605.335	\$ 111,736.744	\$ 96,717.300	\$ 97,848.708
5	\$ 111,711.853	\$ 112,843.261	\$ 97,684.654	\$ 98,816.062

Step	Masters + 30	CAGS or +60	Masters + 30	CAGS or +60
1	\$ 105,086.779	\$ 106,246.472	\$ 91,891.787	\$ 93,051.480
2	\$ 108,547.304	\$ 109,706.997	\$ 95,002.085	\$ 96,161.778
3	\$ 112,260.642	\$ 113,420.336	\$ 98,164.569	\$ 99,324.262
4	\$ 113,370.469	\$ 114,530.162	\$ 99,135.232	\$ 100,294.926
5	\$ 114,504.649	\$ 115,664.342	\$ 100,126.770	\$ 101,286.463

2020-2021
2.5% Increase

2021-2022
2.5% Increase

Appendix B

Rules and Regulations of Salem Administrators Sick Leave Bank

The Sick Leave Bank for the members of the bargaining unit of employees represented by the Salem Administrators Association shall be governed by the following rules and regulations:

- (a) Membership in the Bank shall be voluntary.
- (b) An employee must be a member of the Bank in order to be eligible to draw days from the Bank. (See attached Application and Authorization)
- (c) The number of days to be contributed by each employee who wishes to participate in said Bank are set forth in the attached Application and Authorization.
- (d) The means by which an employee may join the Salem Administrators Sick Leave Bank is set forth in the attached Application and Authorization.
- (e) The means by which the Salem Administrators Sick Leave Bank shall be restocked is set forth in the attached Application and Authorization.
- (f) Employees who are members of the Bank and who have exhausted their own personal sick leave cannot draw from the Bank until after the expiration of five consecutive payless sick days. Employees must also submit to the Sick Bank Committee written certification from their treating physician that documents to the Sick Bank Committee's satisfaction the employee's inability to work due to illness or injury for a period of time that reflects the employee's request for days from the Sick Bank.
- (g) An employee on maternity leave for non-medical reasons is not eligible to draw days from the Bank.
- (h) An employee on paternity leave is not eligible to draw days from the Bank.
- (i) An employee shall not be entitled to draw from said Bank more than one hundred and eighty consecutive day.
- (j) The Sick Bank Committee shall be made up of an appointed representative of the Salem Administrators Association, the District Director of Nursing Services, and the Superintendent or his/her designee.
- (k) The Sick Bank Committee shall be responsible for reviewing all written requests from eligible members of the Salem Administrators Association to access additional paid sick leave. Their decision on such matter shall be considered final and not subject to the grievance process.

Approved by the Salem School Committee

School Committee Chair

Date

SALEM ADMINISTRATORS' ASSOCIATION

SICK LEAVE BANK APPLICATION and AUTHORIZATION FOR CONTRIBUTION

All Members of the Salem Administrators' Association, not already members, wishing to enroll in the Sick Leave Bank should fill out this form and return it via electronic scan to: Lynne Mullen (lmullen@salemk12.org)

- Open enrollment for Full-Year Administrators shall be in July and January.
- Open enrollment for 195-Day or Part-Time Administrators shall be in September and January.

1. I, _____ (please print name), hereby declare my participation in the Sick Leave Bank.
2. I have been employed by the Salem Public Schools for at least one (1) year.
3. I have at least five (5) sick leave days currently remaining in my personal sick leave balance.
4. I hereby authorize my *initial contribution* of (check one):

___ three (3) sick leave days (full year administrators)

___ two (2) sick leave days (195-day administrators)

___ one (1) sick leave day (= or < .8-time administrators)

to the Salem Administrators' Association Sick Leave Bank, understanding that these days shall be deducted from my personally accumulated sick leave balance.

5. I authorize an additional one (1) sick leave day on the anniversary of my initial participation, until such time as the Salem Administrators' Association Sick Leave Bank reaches a balance of 200 days.
6. I understand that the total number of sick days I may draw from the Administrators Sick Leave Bank is equal to 80% of the sick days I have accumulated in my personal sick day balance *at the time that I begin a documented and approved medical leave*, or up to one (1) full year.
7. I understand that should the Sick Leave Bank balance drop below 100 days, the membership will be notified and an additional one (1) day will be deducted from each participant's sick leave balance, and added to the Administrators' Association Sick Leave Bank, provided that I have at least five (5) days remaining in my personal sick leave balance. If I have a balance of fewer than five (5) days, I understand that I will continue to be considered enrolled in the Salem Administrators' Association Sick Leave Bank and the additional day will automatically be deducted when I accrue a balance of five (5) sick days in my personal sick day account.
8. I understand that if I should withdraw from participation in the Sick Leave Bank or retire from Salem Public Schools, I shall forfeit any sick leave days already contributed to the Salem Administrators' Association Leave Bank.

Employee Signature: _____

Date: _____