

Collective Bargaining Agreement

Between the

Somerset School Committee

And

Somerset-Berkley Regional District School Committee

And the

Somerset Teachers Association [Content Coordinators]

September 1, 2011

Through

August 31, 2014

Table of Contents

Article	Title	Page
I.	Committee Rights	1
II	Recognition	2
III	Negotiation Procedure	3
IV	Grievance Procedure	4
V	Work Year and Work Day	9
VI	Salaries	9
VII	Longevity Pay	12
VIII	Sick Leave	12
IX	Maternity Leave	15
X	Leaves of Absence with Pay	17
XI	Leaves of Absence w/o Pay	19
XII	Sabbatical Leave	21
XIII	Employee Evaluation	23
XIV	Employee Personnel File	24
XV	Vacancies and Promotions	25
XVI	Transfers	26
XVII	Professional Development	27
XVIII	Tuition Reimbursement	28
XIX	Group Health and Life Insurance	29
XX	Annuities	30
XXI	Personal Injury and Protection of Employees	30
XXII	No Strikes	32
XXIII	Reduction in Force	33
XXIV	Scope of Agreement	34
XXV	Agency Fee	35
XXVI	Duration	36
XXVII	Family Medical Leave Act	36
XXVIII	Extra Service Positions	38
XXIX	Overload Teaching	38
	Appendix A	40
	Appendix B	41

Agreement

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into this 1st day of September, 2011 by and between the School Committees of the Town of Somerset and the Somerset-Berkley Regional School District hereinafter referred to as the “Committees” and the Somerset Teachers Association, hereinafter referred to as the “Association”.

Article I Committee Rights

- A. Matters which are covered by this agreement are all of the matters to which the parties have bargained and as to which they intend to bargain; and as to any matters not specifically covered by the language of the agreement, the School Committees retain full discretion to act in any way it sees fit provided it is done in good faith.
- B. Subject to the provisions of this agreement, the School Committees and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the Somerset Public Schools and the Somerset-Berkley Regional Schools and their professional staff under governing laws, ordinances, rules and regulations. In all matters under this agreement calling for exercise of judgment on the part of the Superintendent and the School Committees, the decision of the School Committees or the Superintendent shall be final and binding if made in good faith, except where some other standard of grievability or arbitrability is set forth in this agreement.

Article II Recognition

- A. For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committees recognize the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts)[Content Coordinators, including the Athletic Director] of the Committees, excepting, however, the Superintendent, Assistant Superintendents, Special Needs Administrator, all Directors, all Principals and Vice Principals, and every such employee who on the effective date of this Contract is, or thereafter shall be, designated by the Committee as a representative of it for the purposes of such bargaining.
- B. Insofar as compensation and other conditions of employment are concerned, subject to the provisions of this Contract (and except as otherwise provided by Appendices A and B attached hereto and made a part hereof) the wages, hours and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

Article III Negotiation Procedure

Section 1

Not later than November 1, of the calendar year preceding the calendar year in which this Agreement expires, the Committees agree to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in good faith effort to reach agreement concerning the wages, hours, working conditions and other conditions of employment of said employees.

Section 2

Any agreement reached shall be reduced to writing and signed by the Committees and the Association. Either party, may if it desires, utilize the services of outside consultants in the negotiations with prior notice.

Section 3

Employees, who are members of the Association's Negotiating Committee, shall be released from their regular duties to participate in negotiation meetings between the Committees and the Association if such meetings are scheduled during the regular workday.

Section 4

The parties to this Agreement acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

It is the intent of the parties that the provisions of this agreement will supersede all prior agreements, understandings, and practices, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

Article IV Grievance Procedure

Section 1

The purpose and procedures set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time, may arise and affect the conditions of employment of the employees covered by this contract. The Committees and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved; at the procedural level involved; and nothing in this contract shall prevent any such employee or group of employees from presenting any grievances at Level One.

Section 2

Nothing contained in this Article shall be construed as limiting the right of an aggrieved employee from discussing his grievance informally under the grievance procedure and from having his grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement.

Section 3

A grievance is defined as a dispute involving the meaning, application, or interpretation of or compliance with the terms and provisions of this Agreement.

Section 4

Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure;

- a. **Level One** – An aggrieved employee shall first submit his/her grievance in writing to his/her immediate supervisor, either directly or through the Association's representative, with the objective of resolving the matter informally. The written grievance shall contain the following: the name, assignment and telephone number of the grievant(s); the specific provision or provisions of the agreement claimed to be violated; a summary of the facts involved; and the relief desired. A grievance which is not presented by an employee to his/her immediate supervisor within ten (10) school days after the occurrence of the alleged cause of the grievance or after the date of first knowledge of the occurrence by any employee affected shall be deemed to have been waived.
- b. **Level Two** – If the aggrieved employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the aggrieved employee may within ten (10) school days thereafter submit his grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provision or of this Agreement allegedly violated, and the relief desired. Within ten (10) school days after receipt of the written grievance, the Superintendent, or his designee, shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. Within ten (10) school days after the conclusion of said meeting, the Superintendent or his designee, as the case may be, shall advise the aggrieved employee and the Association in writing of his decision concerning the grievance.
- c. **Level Three** – If the Association and the aggrieved employee are not satisfied with the disposition of the grievance at Level Two, the Association may file a demand for arbitration no later than ten (10) days after receipt of the Level Two response or ten (10) days after the deadline for responding to the Level Two grievance, whichever is sooner, by filing a request in writing with the American Arbitration Association (a copy of which shall be sent to the School Committees). The arbitration shall be held in accordance with the rules of the American

Arbitration Association. Expenses of the arbitration shall be shared equally by the School Committees and the Somerset Teachers Association. The award made shall be final and binding upon the School Committees, the Association and the aggrieved employee.

Section 5

If at the end of the thirty (30) school days next following the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, or thirty (30) school days after the grievant should have known about the facts giving rise to a grievance, the grievance shall not have been presented at Level Two of the procedure set forth above the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure.

Section 6

If, in the judgment of the Association, a grievance affects a group or class of employees, the aggrieved group or class may submit such grievance in writing directly to their immediate supervisor and the processing of such grievance shall begin at the appropriate level as set forth above. The group or class may process such a grievance through all levels of the grievance procedure.

Section 7

The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the Committees. During the summer recess, said time limits shall be construed as weekdays instead of school days. Notwithstanding any of the following provisions concerning the bringing of a grievance, there shall be no time limitation on the bringing of a grievance which involves the determination of an employee's salary under the provisions of this Agreement providing the employee is still a member of the Somerset School or Somerset-Berkley School Departments.

Section 8

No written communication, other document of record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

Section 9

The following procedures shall be used in all arbitrations:

- a. The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

- b. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish wages or other compensation, nor to add to, subtract from. Modify or otherwise change any of the terms or provisions of this Agreement.
- c. The decision of the arbitrator shall be final and binding upon the Committees, the Association and the aggrieved employee.
- d. The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committees and the Association.

Article V Work Year and Work Day

Section 1

The work year shall include the one hundred eighty four (184) days that teachers are required to be in attendance at school, and additionally, the five (5) workdays immediately prior to the beginning of the work year of teachers, the five (5) workdays immediately after the end of the work year of the teachers, unless agreed otherwise with the Superintendent and Building Principal and five (5) workdays during the summer which shall be mutually approved in advance by the Association member and the Superintendent and Building Principal.

Section 2

The parties understand that the duties and responsibilities of bargaining unit members are not limited by specific hours of work and all employees covered by this Agreement agree and understand that they shall work whatever hours are necessary to satisfactorily perform their job duties.

Section 3

For the 2012-2013 school year only, ten (10) additional faculty meetings, forty-five (45) minutes each in duration, shall be added to the work year schedule, one per month for the express purpose of providing professional development training to bargaining unit members on the new teacher evaluation system.

Article VI
Salaries

Section 1

The compensation for each employee for his/her work year shall be determined in accordance with the provisions of this Article and Appendices A and B attached hereto.

Section 2

The compensation to be paid each employee shall be the sum total of (1) the base salary as set forth in Appendix A; and, (2) longevity as defined in Article VII and Appendix B.

Section 3

An employee who has completed the following number of years' service in the Somerset or Somerset-Berkley School Systems shall be granted during the employee's final year of service prior to the employee's retirement, an increase in salary over and above the employee's regular compensation as per the following schedule:

20 years - \$3,000	25 years - \$4,000	30 years - \$4,500	35 years - \$5,000
40 years - \$5,500			

The employee must notify the Committees in writing of the employee's intention to retire six (6) months prior to the employee's intended retirement date to receive the additional compensation unless the school committee feels there are extenuating circumstances.

Upon the death of the employee the employee's estate shall receive the amount of money the employee would have received had he or she retired in the year of his/her death.

Section 4

The salaries of bargaining unit members are earned for the contractual year as set forth in Article V above and are to be paid in twenty-six bi-weekly installments. Bargaining unit members terminating their service during the contractual year shall have their salaries adjusted based upon the following formula:

$$\frac{\text{Number of Days Worked} \times \text{Annual Salary}}{\text{Number of Days in Work Year}} = \text{Salary due}$$

Coordinators who desire to receive the balance of the compensation due them for their current work year in their salary check covering the period in which their work year ends, shall submit requests in writing to the Superintendent no later than April 1st.

Section 5

In any three (3) consecutive years following the completion of thirty (30) years of service in the field of education with the Somerset or Somerset-Berkley Public Schools, a bargaining unit member has the option of augmenting his/her salary by fifteen hundred dollars (\$1,500) a year. Such augmented longevity shall be in lieu of any benefits to which a bargaining unit member is otherwise entitled pursuant to Article VI, §3. After the bargaining unit member has received

augmented longevity for three (3) years, the bargaining unit member's longevity shall revert to the benefits specified in Article VII. Any eligible bargaining unit member who wishes to receive this benefit shall so notify the Superintendent in writing no later than September 1st preceding the first school year in which the augmented longevity is to become effective.

**Article VII
Longevity Pay**

In addition to the employee's regular compensation provided for under the provision of Article VI above, each employee who has completed the number of years indicated below of service to the Town of Somerset or Somerset-Berkley Regional School District shall receive longevity pay each year commensurate with the amounts set forth in Appendix B. Such amounts shall be non-cumulative.

**Article VIII
Sick Leave**

Section 1

Each employee shall be entitled to sixteen (16) days of sick leave with pay for each work year.

Sick days for the above categories will be deducted from the current year's sick day allotment before days are subtracted from the sick days previously accumulated. However, the total accumulation for buyback purposes under Section 5 below shall not exceed 271 accumulated days, plus whatever days may remain from that year's sick leave days.

Section 2

Employees, who prior to their employment by the Committees were employed in other school systems, may at the discretion of the Committees be credited with sick leave benefits, which accrued to their credit in such other systems.

Section 3

Employees are eligible for certain federal income tax deductions if the costs of illness reach a specific amount. For such purposes compensation for sick leave days shall be defined as that amount of money which the employee would receive for the day's work on the current salary payroll.

Section 4

Each employee will receive by December 1st each year, a statement of the number of unused sick days remaining to his/her credit.

Section 5

Employees who have served for a minimum of five years in the Somerset or Somerset-Berkley School Systems, upon resignation or retirement, will receive thirty (\$30) dollars per day for all sick leave accumulated up to a maximum of 271 days plus whatever days may remain from that

year's sick leave days. Upon the death of an employee, his/her estate shall receive the appropriate amount.

Section 7

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the Committees to serve at their discretion, and two (2) members shall be designated by the Association. The sick leave bank committee shall determine an employee's eligibility for the use of the bank and the amount of sick leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and the amount of leave:

- a. adequate medical evidence of serious illness;
- b. prior utilization of all eligible sick leave;

Section 8

If the sick leave bank is exhausted, it shall be replenished by the contribution of one (1) additional day of sick leave by each employee in the bargaining unit. Such additional day will be deducted from each employee's accumulated sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

Section 9

The initial grant of sick leave by the sick leave bank committee shall not exceed thirty (30) days. Upon completion of such thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the employee.

Section 10

The maximum number of days which a member of this unit can obtain from the sick leave bank during a five (5) year period is the number of days in the administrator's work year.

Article IX Maternity Leave

Section 1

A leave of absence without pay up to one (1) year shall be granted for maternity or adoption purposes to each employee on the terms and conditions set forth in this Article.

Section 2

As soon as the employee determines she is pregnant, she shall notify the Superintendent in writing of her pregnancy. Such written notice shall be accompanied by written statement from her physician which provided his estimate of the delivery date and his evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.

Section 3

The employee shall notify the Superintendent in writing by the end of her fourth month of pregnancy of the date she wishes to commence her leave of absence. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full schedule of her duties and responsibilities. At the end of the seventh month, the procedure shall be repeated. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or designee.

Section 4

The employee may elect to utilize accumulated sick leave during her period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated.

Section 5

The leave of absence shall be for up to one (1) year from the date of its commencement. If the employee fails to notify the Superintendent in writing within sixty (60) days prior to the expiration of such leave of her desire to return to duty or does furnish such written notice and fails to return to duty within one (1) year from the date the leave of absence commenced, she shall be deemed to have resigned, and the obligation of the Committee to provide a position for her shall cease.

Section 6

All benefits to which the employee was entitled at the time her leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to her upon her return, and she shall be assigned to the same position which she had at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent position. Upon her return the employee shall not advance in increment unless she shall have worked in the Somerset or Somerset-Berkley School Systems in the work year in which her leave commenced, at least one-half the number of days established for her work year. The Committees shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal merit status and length of service in the same or similar position have been laid off due to economic conditions or other changes in operation conditions affecting employment during the period of her maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which she may be entitled as of the date her leave commenced.

Article X Leaves of Absence With Pay

Section 1

Administrators may take up to two (2) days of leave for matters which cannot be taken care of other than during school hours and provided that, except in emergency situations, at least twenty-four hours advance notice shall be made to the Superintendent. Bargaining unit members may

roll over one (1) personal day from the current school year to the next school which shall be used in the next school year. Bargaining unit members may roll over one (1) unused personal day to their sick day total. No administrator may accrue and use more than three (3) personal days in any school year.

Personal days are not intended for recreational purposes, nor for the pursuit of outside occupations.

Section 2

Employees shall be granted five (5) days off without loss of pay for each death, catastrophic illness or accident in their immediate family. Any additional days off for this purpose shall be at the discretion of the Superintendent. Immediate family shall include parent, brother, sister, spouse, child, grandparents, father-in-law, daughter-in-law and shall also include aunts and uncles who are members of the household. One (1) day off without loss of pay shall be granted for the death of an aunt and uncle who are not members of the household, and additional days off for such purpose may be granted for each death of a member of the employee's family who is not listed above. No time off will be allowed for deaths of persons who are not members of the employee's family, except at the discretion of the Superintendent.

Section 3

When requested, the Superintendent will grant an employee a leave of absence for required military training not to exceed seventeen (17) calendar days provided that said required training cannot take place other than during the school year. Administrators will only receive in school department funds the difference between the military pay and regular school pay in the event the military pay is not equal to the administrator's pay.

Section 4

Employees may be excused without loss of pay by the Superintendent and/or the Committees for the purpose of attending professional conferences, workshops, seminars or other professional improvement sessions.

Section 5

The leaves of absence with pay provided for in this Article may be extended at the discretion of the Superintendent.

Section 6

The leaves of absence with pay provided for in this Article shall not in any case be charged against an employee's sick leave.

**Article XI
Leaves of Absence Without Pay**

Section 1

The Superintendent shall grant a leave of absence to anyone called into the military service by the government.

Section 2

An employee may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

Section 3

An employee, whose personal illness extends beyond the period of time for which he is entitled to receive sick leave, may be granted a leave of absence without pay for such time as he is necessary for complete recovery from such illness.

Section 4

An employee may be granted a leave of absence without pay or increment for up to one (1) year for the purpose of caring for a sick member of his immediate family.

Section 5

Provided the insurance carrier agrees, administrators who are on extended leave of absence may continue to be covered under the town's insurance plan. The premium for this coverage shall be paid by the administrator.

Section 6

All benefits which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position for which the member is certifiable.

Section 7

It shall be the policy of the Committees not to consider the granting of the leaves of absence without pay provided for in Sections 2 through 4 immediately above unless the employee has completed three (3) consecutive years of employment by the Committee. Request for leaves of absence shall be submitted in writing to the Superintendent with the reasons therefore.

**Article XII
Sabbatical Leave****Section 1**

An employee, who has completed seven (7) years of employment by the Committees, shall be eligible for a sabbatical leave for a period not to exceed one (1) year for the purpose of completing study beyond the master's degree or engaging in other educational endeavors. Not more than one (1) employee may be absent on sabbatical leave at any one time. An employee, who has been granted a sabbatical leave, shall not be eligible for another grant of sabbatical leave until he has served in the employ of the Committees an additional seven (7) years after his return from sabbatical leave.

Section 2

An applicant for sabbatical leave shall, on or before February 1 immediately preceding the work year for which the sabbatical leave is desired, submit to the Superintendent an application for approval of Activities for Professional Improvement, specifying the reasons for which the leave

is requested. The Superintendent shall evaluate each application on the basis of the services rendered by the applicant and the use to be made of the sabbatical leave. The Superintendent shall notify each applicant of its decision no later than May 1 of the same year.

Section 3

An employee on sabbatical leave shall be paid sixty percent (60%) of the salary which he would have received if he had remained on active duty with the Committees. During the time an employee is on sabbatical leave he shall receive the proportional amounts allowed by law for Blue Cross Blue Shield, group life insurance and retirement.

Section 4

The Superintendent shall require an employee on sabbatical leave to submit four reports to him concerning the manner in which his leave is being used.

Section 5

Prior to the granting of a sabbatical leave, the employee shall enter into a written agreement with the Committees, that upon the termination of such leave, he will return to service in the Somerset or Somerset-Berkley School Systems for a period equal to twice the length of the sabbatical leave and that, in default of such service he shall refund to the Town of Somerset or the Somerset-Berkley Regional School District an amount equal to such proportion of salary received by him while on said leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered.

Section 6

Upon his return from sabbatical leave, an employee's salary shall be the same as he would have received had he remained actively employed in the Somerset or Somerset-Berkley School Systems, he will have restored to him all benefits to which he was entitled at the time his leave commenced, including unused accumulated sick leave, and he shall return to the same position which he held at the time his leave commenced, if such position is available and if not, to a substantially equivalent position for which he is certifiable.

**Article XIII
Employee Evaluation**

Section 1

All bargaining unit members covered by this Agreement shall be evaluated every year by the Building Principal. If, in the opinion of the Director of Curriculum, Assessment and Accountability, a bargaining unit member's performance requires improvement, the building principal, in conjunction with the Director of Curriculum, Assessment and Accountability may re-evaluate the bargaining unit member in consecutive school years until the bargaining unit member's performance improves. Any written report of an employee's performance evaluation shall be discussed with the employee by the supervisors who participated in such evaluation before the report is filed in the employee's personnel file, and the employee shall be given a copy of any such report. The employee shall acknowledge that he has received a copy of such report and that it has been discussed with him by signing his name to the file copy of the report. His

signature on such report shall not necessarily mean that he agrees with the report. The employee shall also have the right to answer any such report. His answer shall be submitted through his supervisors to the Superintendent and shall be attached to the evaluation report and filed in his personnel file.

Section 2

All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employees.

Section 3

No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

**Article XIV
Employee Personnel Files**

Section 1

Each employee will have the right, upon his request, to review the contents of his personnel file and to make copies of said contents at his own expense.

Section 2

No material derogatory to any employee's conduct, service, character or personality will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed in his personnel file with the express understanding that such signature in no way indicates his agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to said filed copy.

**Article XV
Vacancies and Promotions**

Section 1

Written notice of all vacancies in positions in this bargaining unit shall be posted on a bulletin board in each school and a copy of such notice shall be mailed or delivered to the President of the Association. Such notice shall be given as soon as possible after the occurrence of any such vacancy.

Section 2

The written notice of such vacancies shall set forth the qualifications, duties and compensation rate for the position and the date within which applications should be filed with the Superintendent. Such date shall not be less than ten (10) days from the date of the posting of the notice, except in cases of emergency. Employees who desire to apply for any such vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice announcing the vacancy.

Section 3

Selections for such vacant positions shall be made on the basis the qualifications of the applicants. When, in the opinion of the Superintendent the qualifications of the applicants are substantially equal, preference will be given to applicants employed by the committee on the basis of their seniority in the Somerset or Somerset-Berkley School Systems.

Section 4

In the event that any incumbent retires, resigns, the Committees and/or the Superintendent shall have the full unilateral power within their sole discretion to create, reorganize, reconstitute or redefine said position and to assign a salary/stipend to that position without bargaining with the Association.

Article XVI Transfers

Section 1

A transfer is defined as the change of an employee from his present position to a similar position. Transfers will only be made when they are considered by the Superintendent and/or Principal to be in the best interest of the school system.

Section 2

In making transfers the Superintendent and/or Principal will give consideration to the desires of the employee, to his area of competence, major and/or minor field of study, quality of performance and length of service in the Somerset or Somerset-Berkley School Systems.

Section 3

A transfer will be made only after a meeting between the employee involved and the Superintendent at which time the employee will be notified of the reasons for the transfer. In the event the employee objects to the transfer at this meeting, the employee may so notify the Association and the Superintendent, upon request, will meet with a representative of the Association to discuss the transfer.

Section 4

Notice of proposed transfers will be given to employees as soon as possible and under normal circumstances not later than the end of the school year.

Section 5

Employees who desire a transfer shall submit a written request to the Superintendent stating the desired transfer. Such requests will be submitted between September first and April first of each school year to be considered for the next school year. Requests for a transfer must be renewed each year in writing, and all requests for transfers must be acknowledged in writing by the Superintendent.

Article XVII
Professional Development

Section 1

Employees may, when such is deemed appropriate by the Superintendent, be permitted to attend or conduct education workshops, seminars and conferences. The Committees will pay the reasonable expenses of an employee's attendance at any such activity except when the employee is paid by an outside agency for conducting any such workshop, seminar or conference.

Section 2

Employees may, with the approval of the Superintendent, be permitted to attend or conduct workshops, seminars, conferences or other activities which would be of a community or professional development nature. The employee's expenses in attending any such activity will not be paid by the Committees.

Article XVIII
Tuition Reimbursement

Section 1

Bargaining unit members shall be entitled to tuition reimbursement in the following amounts: \$1,500 per member per year to a maximum of \$2,450 for the term of this Agreement (9/1/11-8/31/14), for tuition, fees, books and conferences, within the following guidelines:

- A. The course or conference must be consistent with the employee's individual professional development plan, with the school's plans and goals and with the district plan and goals in the sole discretion of the building principal or other appropriate supervisor.
- B. The course must be a graduate level "content" course of at least three (3) credits if in the employee's primary area of certification, then it may be a non-graduate level "content" course. If a conference, such conference must be approved by the Superintendent.
- C. If graded, a grade of 80 or better must be attained.
- D. Employees must submit a certified copy of the grade report received in the course and a copy of the receipted bill for the cost of such course or conference. Both of these copies shall become the property of the Committees.
- E. Reimbursement shall be received by the employee no later than thirty (30) days after receipt of the documents specified in subsection D above.

Article XIX
Group Health and Life Insurance

Section 1

A school department employee in the Town of Somerset , Massachusetts, or the Somerset-Berkley Regional School District will be eligible to participate in the Town's or District's "Employees' Group Insurance Plan". At this time he must either apply for the above coverage or sign a waiver stating he does not wish to participate in this program.

The Town of Somerset or the Somerset-Berkley Regional School District will pay the maximum percentage permitted by Town meeting enactment of the cost of the following types of insurance coverage:

- a. A \$4,000 term life insurance plan of the type presently available to association members.
- b. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield of the type presently available to Association members.
- c. Employees shall be responsible for paying one hundred percent (100%) of the premiums for whichever dental plan is in effect.

Article XX
Annuities

The Committees will, upon the written request of an employee, enter into an agreement with said employee to reduce the amount of his salary to the extent permitted by Section 403 of the Internal Revenue Code, as amended, and to apply the amount of such reduction in salary to the purchase of a tax sheltered annuity plan for said employee. Effective September 1, 2003, current bargaining unit members who wish to begin contributing to an annuity plan or bargaining unit members who are hired after September 1, 2003 shall be limited to contributing to one of the plan approved by the School Committees or their designee. Bargaining unit members currently contributing to an annuity plan shall continue to be eligible to contribute to that plan.

Article XXI
Personal Injury and Protection of Employees

Section 1

An employee will immediately report in writing all cases of assault suffered by him/her to his/her immediate supervisor and/or to the Superintendent. The Superintendent will comply with any reasonable request from the employee for information in his/her possession relating to the incident or the persons involved. The Superintendent will release records in accordance with student record regulations. The Superintendent will act as liaison between the employee, the police and the courts.

Section 2

Whenever an administrator is absent from school as a result of personal injury arising out of, and in the course of his employment, he will be paid by the School Department the difference between his full salary and payments received under Workmen's Compensation Insurance. Sick leave time for said payments will be deducted according to the ratio the School Departments payment bears to the total bi-weekly salary during this period. These payments will continue until such time as the individual's accumulated sick leave shall have been exhausted. The administrator may then apply to the sick leave bank requesting additional sick leave time in accordance with Article VIII, Section 7. If sick leave days are granted and Workmen's compensation payments continue, then payments will be made as provided in this section.

Section 3

The Committees will provide the indemnification for employees provided by Chapter 512, Acts of 1978 which is now Chapter 258 of the General Laws of Massachusetts.

Section 4

In criminal or civil proceedings brought against an employee in connection with his employment and in which the committee is not required to provide the employee with legal counsel under the provisions of said Chapter 512, Acts of 1978 which is now Chapter 258 of the General Laws of Massachusetts, the Committees may, upon request of the employee, furnish him with legal counsel to represent him in such proceedings. If the Committees do not provide such counsel and the employee prevails in the proceeding brought against the employee, the Committees shall then reimburse the employee for reasonable legal expenses incurred by the employee in such proceedings.

**Article XXII
No Strikes****Section 1**

A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining agreement between the Committees and the Association expiring immediately preceding the alleged strike.

Section 2

The Association shall not engage in a strike, and no said employee or the Association shall engage in a strike, work stoppage, slowdown or withholding of services by said employee.

Section 3

Any employee who engages in a strike shall be subject to discipline and discharge proceedings by the Principal and/or Superintendent.

Article XXIII
Reduction in Force

Section 1

In the event it becomes necessary to reduce the number of employees in this bargaining unit, such reduction in force shall be based on seniority, providing that merit and ability are equal.

Section 2

Coordinators whose position is eliminated and who wish to return to a teaching position may do so, provided that they satisfy the following conditions: they are licensed and qualified; and, they can only return to a teaching position at the start of a school year.

Section 3

The provisions of this Article shall not apply to the non-renewal of the contract of any employee.

Section 4

Seniority as used herein shall mean an employee's length of service years, months and days in the employ of the Committees in the bargaining unit. Employees shall be credited for seniority purposes with all time spent on authorized leave of absences. In cases involving employees having identical seniority, merit and ability, lots will be drawn by said employees to determine seniority. A list indicating seniority of members of the bargaining unit shall be prepared by the Committees and forwarded to the president of the Association within 90 days following the execution of this Agreement and shall be updated yearly by October 15. No employee seniority list shall be altered between revisions in the list except to correct an error. New employees shall be added to the list upon their entrance to the bargaining unit.

Section 5

A tenured employee who has been laid off shall be entitled to recall rights in the inverse order of his lay-off, to a position to which he is qualified for a period of two years from the effective date of his lay-off.

Section 6

Coordinators whose position is not eliminated but who wish to return to a teaching position may do so, provided that they satisfy the following conditions: there is a vacant position for which they are licensed and qualified; and, they can only return to a teaching position at the start of a school year.

Article XXIV
Scope of Agreement

Section 1

The Committees and the Association agree that during the terms of this Agreement all matters and issues pertaining to wages, hours, working conditions and other conditions of employment of said employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2

No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the Committees and the Association.

Section 3

The failure by the Committees or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as to be a waiver of said provisions.

Section 4

If the provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XXV Agency Fee

The Committees agree to require, as a condition of employment (during the term of this Agreement), that all employees covered by this Agreement, except those employees certified to the Committees by the Association as being members of the Association as for the forty-fifth (45th) day of their employment, or the thirtieth (30th) day after the effective date of this agreement, whichever is later, shall pay to the Somerset Teachers Association a Service Fee set by the Association which fee shall not exceed the amount of dues paid to the Association by a regular member. In consideration of the School Committees entering into this collective bargaining agreement, which agreement includes an Agency Service Fee provision, the Union hereby agrees to indemnify the said School Committees and hold it harmless from any and all claims, liabilities or costs which may arise out of payroll deduction of Agency Service Fee.

Article XXVI Duration

This contract shall continue in effect to an including August 31, 2014.

Article XXVII – FMLA

As required by the Family Medical Leave Act of 1993, the Committees will provide FMLA leave in accordance with said Act. Where another article or Section of this Agreement provides a greater benefit than that afforded by the FMLA that Article or Section of the Agreement shall govern. The parties agree to the following with respect to discretionary aspects of FMLA leave:

1. The year for FMLA leave shall be the school year.
2. The Committees shall not require the use of paid leave.

3. The Committees shall pay the full cost of continued health insurance and life insurance contributions for employees during the period of their FMLA leave, provided that they have accrued personal, vacation or sick leave available. In the event that an employee on an approved FMLA leave has exhausted the accrued leaves set forth herein, the employee shall be responsible for paying the entire premium to the District in a timely manner to ensure his/her continued eligibility for health insurance.
4. The Committees retains the discretion to request 2nd and 3rd medical opinions at the Committees' expense.
5. An employee shall be required to submit a fitness for duty certification at the end of an FMLA leave for personal illness.
6. If the FMLA leave is taken for an "in loco parentis" relationship, the employee shall submit a statement that the employee is responsible for such child.
7. If the employee's spouse is also an employee of the Somerset or Somerset-Berkley Public Schools, each spouse shall be entitled to take full FMLA leave.
8. Employees are eligible for FMLA leave for their immediate family. Solely for purposes of FMLA leave, the term "immediate family" shall include father, mother, brother, sister, spouse, child, grandparents, immediate in-laws, aunts and uncles and other members of the household.
9. The Association acknowledges that the Association and the Committees are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to

**Article XXVIII
Extra Service Positions**

All Administrator Association members may apply for and be appointed to no more than two (2) extra service positions set forth in the teachers' collective bargaining agreement each school year, provided that the two positions do not run concurrently during the school year. Coordinators and teachers shall have equal standing to be considered for extra service positions, with neither group being given preferential treatment.

**Article XXIX
Overload Teaching**

When a member is assigned to teach an additional class(es) due to staffing needs, he/she will negotiate with the Superintendent.

Article XXX
Children of Bargaining Unit Members

The children of bargaining unit members employed by the Committees as of the date of ratification shall be allowed to attend the Somerset Public Schools or the Somerset-Berkley Regional School District. Children of bargaining unit members who are hired after the date of ratification of this Agreement shall not be allowed to register and enroll their children in either the Somerset Public Schools or the Somerset-Berkley Regional School District. When the last child attending Somerset or Somerset-Berkley either leaves the districts or graduates under the terms of this article, this article shall be deleted from the parties' contract.

In Witness Whereof, we set our hands on this _____ day of _____, 20_____.

For the Committee:

For the Association:

Appendix A
Wages

	2011-12	2012-13	2013-14
English/Language Arts/Reading 9-12	73184	74647	75767
English/Language Arts 6-8	68898	70276	71330
Mathematics 9-12	73184	74647	75767
Mathematics 6-8	68898	70276	71330
*Engineering, Technology & Business 9-12	73184	74647	75767
Fine & Performing Arts K-12	83784	85459	86741
Health & Physical Education/AD K-12	83784	85459	86741
Foreign Languages 9-12	73184	74647	75767
Social Studies 9-12	73184	74647	75767
Social Studies 6-8	68898	70276	71330
Science & Technology 9-12	73184	74647	75767
Science & Technology 6-8	68898	70276	71330

*This position, as herein constituted, shall cease to exist at 11:590 pm on August 31, 2014 unless renegotiated by the parties.

**Appendix B
Longevity**

Years

8	1550
10	4717
15	4827
20	4991
25	5101
26	5211
27	5321
28	5431
29	5540
30	5650
31	5750
32	5850
33	5950
34	6050
35	6150