



**A G R E E M E N T**

**-Between-**

**TEAMSTERS LOCAL UNION NO. 25  
International Brotherhood of Teamsters**

**-And-**

**THE MELROSE SCHOOL COMMITTEE**

**July 1, 2015 to June 30, 2018**

**Sean M. O'Brien  
President/Principal Officer**

**Thomas G. Mari  
Secretary-Treasurer**

**Printed & Assembled by  
Teamsters Local Union No. 25  
Office Staff**

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This Agreement is made between the School Committee of the City of Melrose, hereinafter referred to as the "School Committee," and Teamsters, Local 25, hereinafter referred to as the "Union."

**ARTICLE I**  
**PREAMBLE**

Section 1: Recognizing that our prime purpose is to provide education of the highest possible quality for the children of MELROSE and that good morale within the administrative staff of the MELROSE PUBLIC SCHOOLS is essential to achievement of that purpose, we, the undersigned parties of this Contract, declare that:

- A. Under the laws of Massachusetts, the School Committee elected by the citizens of MELROSE has final responsibility for establishing the educational policies of the Public Schools of Melrose;
- B. The Superintendent of Schools of MELROSE, hereinafter referred to as the "Superintendent," has responsibility for carrying out the policies so established;
- C. The professional staff of the Public Schools of MELROSE has responsibility for providing in the classrooms of the schools education of the highest quality;
- D. The administrative staff of the Public Schools of MELROSE has responsibility (1) to recommend to the Superintendent the hiring of competent teachers; (2) to insure that the highest level of instruction is maintained and to oversee the contractual agreements made between the School Committee and employees governed by other contracts; and (3) to provide leadership in the attainment of the goals of the MELROSE PBLIC SCHOOLS;
- E. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the School Committee, the Superintendent and the administrative staff in the formulation and application of policies relating to wages, hours and other conditions of employment.
- F. To give effect to these declarations, the following principles and procedures are hereby adopted.

**ARTICLE II**  
**RECOGNITION**

Section 1: For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, and any questions arising thereunder, the School Committee recognizes Teamsters, Local 25 as the exclusive bargaining agent and representative for the following professional personnel, as certified in Case No. MCR-05-5130 and as further agreed to:

All Assistant Principals, Directors (other than of Adult Education, Curriculum and Instruction and Summer School), Department Directors, District-wide (Physical Education, Health and Athletics, Visual and Performing Arts), Department Directors, Secondary Level, Special Education Team Facilitators, Special Education Administrator for Secondary Schools and Administrator of Guidance and Student Services and others who are regularly assigned to administrative functions for at least fifty percent (50%) of the work week, excluding all other employees of the Melrose School Department.

Section 2: It is the intent and purpose of the parties hereto that their agreement promote and improve the quality of education in the City of Melrose, provide for orderly professional negotiation between the School Committee and the Union and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.

Section 3: During negotiations, the School Committee and the Union will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. Any Agreement so negotiated will apply to all persons covered by this Agreement and will be reduced to writing and signed by the School Committee and the Union. In the absence of a member of either negotiating team, an alternative negotiator may participate.

Section 4:

- A. This Contract is a complete contract between the parties covering all subjects of bargaining for the term hereof.
- B. Except as specified in the Duration article, the School Committee shall not be under an obligation to negotiate with the Union any modifications or additions to this Contract which are to become effective during the term hereof.
- C. In the event that agreements are mutually reached on a voluntary basis between the School Committee and the Union, they will be reduced to writing, will be signed by the School Committee and the Union and will become addenda to this Contract.

Section 5: The Union agrees to the conditions of employment covered by School Committee policy as the same may be amended from time to time by the Superintendent or the School Committee; provided, however, in the event there is any conflict with specific terms of this Contract, then this Contract shall control.

Jcc

**ARTICLE III**  
**RIGHTS OF THE SCHOOL COMMITTEE**

Section 1: The School Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Melrose, charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Melrose school system, it is acknowledged that the School Committee has a final responsibility of establishing the educational policies of the Public Schools in Melrose.

Section 2: Nothing in this Contract shall be deemed to derogate or impair the powers, rights or duties conferred upon the School Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth.

Section 3: As to every matter expressly not covered by this Contract, and except as expressly or directly modified by a specific provision of this Contract, the School Committee, the Superintendent and Principals retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

**ARTICLE IV**  
**GRIEVANCES**

Section 1: Disputes concerning the application or interpretation of this Agreement shall be resolved as hereinafter set forth:

- A. A "grievance" is a claim based upon an event or condition which affects the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- B. Because it is important that grievances be processed as rapidly as possible, the number of work days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. However, all the time limits specified under this article and Article V may be extended by mutual agreement.
- C. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.
- D. Decisions rendered at Levels One, Two and Three of the Grievance Procedure shall be in writing, setting forth the decisions and the reasons therefor, and shall be transmitted promptly to all parties of interest and the Union.

- E. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. If, in the judgment of the Union, a grievance affects a group or class of administrators, the Union may submit such grievance in writing and process such grievance through all levels of the grievance procedure.
- G. 1. Level One: Within fifteen (15) days of the date when the administrator knows, or reasonably should have been expected to know, of the event or condition upon which the grievance is based, an administrator with a grievance shall discuss it first with the immediate superior, either directly or through a Union representative selected by the administrator, with the objective of resolving the matter informally. The superior shall provide specific answers to the grievance(s) in writing within five (5) work days after presentation of the grievance.
2. Level Two: If the aggrieved party is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance, the administrator may file the grievance in writing within five (5) work days thereafter with the Superintendent or his/her designee, and at the same time a copy shall be filed with the Union. The Superintendent or his/her designee shall meet with the aggrieved party and a member of the Union and shall provide specific answers to all grievances in writing within ten (10) work days after receipt of the written grievance.
3. Level Three: If the aggrieved party and the Union are not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the meeting with the Superintendent, the administrator or the Union may refer the written grievance to the School Committee. Within the next two (2) regularly scheduled meetings after receiving the written grievance, the School Committee shall meet with the aggrieved party and a member of the Union for the purpose of resolving the grievance. Within fifteen (15) work days after meeting with the aggrieved party and the Union, the School Committee shall provide specific answers to the grievance in writing.
- H. In the event of any dispute arising under this section, an administrator who elects to pursue any statutory employment appeal, upon instituting such statutory appeal, will have no further right to proceed under this Agreement.

**ARTICLE V**  
**ARBITRATION PROCEDURE**

Section 1: If the aggrieved party is not satisfied with the disposition of the grievance at Level Three of Article IV, or if no decision has been rendered within fifteen (15) work days after the administrator has first met with the School Committee, the administrator may request in writing that the Union submit the grievance to arbitration. If the Union determines that the grievance is meritorious, the Union may submit the grievance to arbitration under the Labor Arbitration Rules of the American Arbitration Association within ten (10) work days after receipt of the request from the aggrieved party and shall immediately forward written notification of such action to the School Committee. If such notice is not given to the School Committee within twenty (20) work days after the School Committee first met with the aggrieved party, the matter shall be deemed to be settled on the basis of the decision last given by the School Committee.

Section 2: Within seven (7) work days after such written notice of submission to arbitration, the School Committee and the Union shall mutually agree upon an acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, then the party demanding arbitration shall within three (3) work days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator shall be selected under the rules and procedures of the American Arbitration Association.

Section 3: The arbitrator so selected shall confer with representatives of the School Committee and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on issues submitted. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Contract. Subject to the foregoing, the decisions of the arbitrator shall be final and binding on the School Committee, the Union and the administrator(s) who initiated the grievance. The parties may, by mutual agreement, submit more than one (1) pending grievance to the same arbitrator.

Section 4: The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the School Committee and the Union, but each party shall bear its own expense for the presentation of its case.

**ARTICLE VI**  
**NO STRIKE PLEDGE**

Section 1: The Union affirms that it does not assert the right to strike against the City of Melrose School Committee, or to assist or participate in any such strike. In the event of a strike by employees in other units within the school system, it shall be the responsibility of the School Committee and not the administrators to determine whether to keep the schools open or to close them. Administrators confronted by such action shall be guided by the Superintendent or his/her designee. The liability for the safety of students during a strike shall not be the sole responsibilities of administrators.



Section 2: Administrators who participate in any such activities may be disciplined or discharged as the School Committee in its judgment deems proper, with written notification to the Union and to the particular employee; and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration; provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

## ARTICLE VII WORK YEAR AND WORK DAY

Section 1: The regular work week for administrators will consist of no fewer than forty (40) hours and shall be posted in each school. It is recognized that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. Such a schedule may, at times, involve work in and out of school buildings and at times frequently outside the regular school day. Administrators are allowed discretion in scheduling their hours of work, and, with the approval of their principal or supervisor, may develop a regular schedule that begins their work day either earlier or later than the regular work day to reflect the administrators' responsibilities and the needs of the school district, but it is understood that this does not preclude the setting of hours by the Superintendent when necessary.

Section 2: Administrators are expected to be at work before or after the school year pursuant to the terms of their individual responsibilities as defined in Section 3 in order to supervise, evaluate and orient staff; review curriculum overall programs, and organizations; identify need for modification of existing programs, and plan directions of efforts to improve programs; plan with available school personnel and community for effective school organization and program; develop, submit to, and discuss with the Superintendent plans identifying priority responsibilities, and setting criteria for evaluation of the achievement of those objectives; confer with parents, students, and central staff as needed, in accordance with the individual requirements of their positions.

Section 3: An administrator is required to work for the number of work days specified in Appendix A, A-1, A-2 and A-3 for his/her position, including days when school is in session, ten (10) days prior to the start of the school year, ten (10) days after the end of the school year and teacher orientation days, provided that a Special Education Team Facilitator may be assigned by the Superintendent/ designee to work up all twenty (20) days beyond the school year either prior to the start or after the end of the school year in accordance with the needs of the district. The remaining work days are to be scheduled by the administrator with the approval of his/her immediate supervisor and the Superintendent.

Section 4: Professional Development Hours: In addition to the regular work day or work year, administrators may be required to work without additional compensation for up to forty (40) hours to be scheduled by the Superintendent for professional development.

**ARTICLE VIII**  
**VACANCIES AND PROMOTIONS**

Section 1: Whenever any new position, vacancy or reorganization in a professional administrative position is posted, it will be adequately publicized by the Superintendent by means of a notice sent to the President of the Union.

Section 2: Replacement of administrative personnel shall be made as soon as possible after the date of retirement, resignation, promotion, dismissal, or the death of the individual who is to be replaced.

**ARTICLE IX**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

Section 1: The Superintendent may in his/her discretion authorize the attendance by administrators at workshops, seminars, conferences or other professional improvement sessions, undertaken at the request and/or with the advance approval of their immediate superior and the Superintendent.

Section 2: Reimbursement of expenses for fees, meals, lodging, and/or transportation will be in accordance with guidelines determined by the School Committee from time to time.

**ARTICLE X**  
**PROFESSIONAL LEAVE**

Section 1: Administrators will, if the budget permits, be entitled to paid leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon the recommendation of their immediate superior and approval of the Superintendent.

Section 2: Leave taken pursuant to this article will be in addition to any sick leave to which the administrator is entitled.

**ARTICLE XI**  
**RELIGIOUS HOLIDAY LEAVE**

A bargaining unit member will be granted up to three (3) days of paid leave during the school year, when the member's absence is required for his/her religious observance. Requests for such leave must be submitted to the Superintendent at least five (5) days in advance of the date on which such leave is to be taken.

**ARTICLE XII**  
**PERSONAL LEAVE**

Section 1: Three (3) days leave with pay may be granted for imperative personal business which could not effectively be conducted outside school hours.

Section 2: Reasons for such leave must be submitted in writing to the Superintendent as soon as possible and whenever possible not less than forty-eight (48) hours before the absence occurs. In no instance shall this leave be requested so as to extend a holiday or vacation.

Section 3: If the Superintendent believes the purpose of the leave is not of a nature specified above requiring the absence of the administrator during the school hours, then s/he will decline to approve the payment for such leave. Said leave shall not be unreasonably withheld; however, the Superintendent's decision shall not be subject to the grievance and arbitration procedure.

Section 4: Nothing in this article shall preclude the Superintendent from granting addition personal leave without pay for reasons which s/he deems urgent.

Section 5: Leave taken pursuant to this article will be in addition to any sick leave to which the administrator is entitled.

Section 6: It is recognized that all absences by bargaining unit members may interrupt or otherwise have an adverse impact on the educational process and must, therefore, be held to an absolute minimum.

Section 7: Notwithstanding Sections 1, 2 and 3 of this article, the parties agree to pilot a personal leave program during the 2015-2016 work year in which bargaining unit members will be entitled to use one (1) of the three (3) personal days referred to above for personal reasons not necessarily related to "imperative business" requiring their absence during regular work hours. Under the pilot program, a bargaining unit member will be allowed to use one (1) personal day between October 15, 2015 and May 15, 2016 for any personal reason, provided that such personal day may not be used to extend a holiday (including Veterans' Day) or vacation, and provided further that the member furnishes the Superintendent with at least seventy-two (72) hours advance written notice of the date on which the member intends to be absent. Members should designate on their notice to the Superintendent their intent to use this personal day for any personal reason. This pilot program will not be extended beyond the 2015-2016 work year except by agreement of the parties.

**ARTICLE XIII**  
**SMALL NECESSITIES LEAVE**

Section 1: Leaves under the Small Necessities Leave Act ("SNLA") will be taken in increments of one (1) hour.

Section 2: Employees are required to submit a request for SNLA leave in writing at least seven (7) days in advance of the date on which the leave is to commence, when foreseeable, and with as much advanced notice as practicable, when not foreseeable.

Section 3: Employees may use any paid leave benefits that are available for the purpose of an SNLA leave, if the leave is taken in increments of a half or an entire work day, provided that such paid leave is not inconsistent with other provisions of the agreement (e.g., personal days before or after holidays or vacations).

#### ARTICLE XIV SICK LEAVE

Section 1: Sick leave is hereby defined as absence due to illness or injury.

Section 2: One hundred ninety (190) day and two hundred (200) day administrators will be entitled to twelve (12) days of sick leave in each work year with unlimited accumulation; two hundred twenty (220) day and full-year administrators will be entitled to fifteen (15) days of sick leave in each work year with unlimited accumulation. No more than one hundred eighty (180) days of this accumulation may be used in any one (1) work year by administrators. Such accumulation is considered to be continuous and can be carried over from one school year to the next in the event that an administrator is ill at the time a new school year begins.

Section 3: In addition to personal illness or injury, sick leave may be utilized for the following purposes:

- A. A maximum of twelve (12) days per work year for a critical illness in the immediate family.
- B. Leave taken for physical examination or clinical test.
- C. Any other reason approved by the Superintendent.

Section 4: In instances where there is a loss of pay resulting from absence, the daily pay rate for deductions will be based on the number of days in the administrator's work year.

Section 5: An administrator new to the system must perform one (1) full day of service to be eligible for sick leave benefits.

Section 6: An administrator coming into the system during a work year will be allowed one and one-half (1 ½) days of sick leave for each month remaining in the work year. During the first year of employment in the Melrose Public Schools, new administrators may not use more paid sick leave benefits than they actually have accrued at the time of their leaves, notwithstanding any other provision of this Agreement.

Section 7: The Superintendent may require an administrator to provide a statement from his/her doctor, certifying that the administrator was unable to work due to illness or injury after an extended illness, after three (3) consecutive days of absence, when sick leave abuse is suspected or when an administrator has been excessively absent.

Section 8: Each year in September each administrator will be provided with a statement of the number of sick days accumulated.

Section 9: In the event of an administrator's death, his/her estate would receive one hundred dollars (\$100) per day up to a maximum of sixty (60) days.

**ARTICLE XV**  
**ANNUAL SICK LEAVE BUYBACK**

Section 1: Employees who elect to reduce their sick leave accumulation by the number of unused sick leave days for which lump sum amounts are payable hereunder will be paid a bonus on a sliding scale as follows:

<b>Sick Days Used</b>	<b>Unused Sick Days</b>	<b>Lump Sum Payment</b>
0	7	\$525
1	6	\$450
2	5	\$375
3	4	\$300
4	3	\$225
5	2	\$150
6	1	\$75

Section 2: Payment will be made by the School Committee in its discretion in June of the fiscal year in which the school days involved were calculated or in the next July.

**ARTICLE XVI**  
**SICK LEAVE RESERVE**

Section 1: A sick leave reserve will be established for use by qualified members whose sick leave accumulation is exhausted through personal illness or injury and who are unable to work due to extended catastrophic or terminal illness or injury.

Section 2: Sick leave days shall only be available after the infirm administrator's entire personal sick leave, both annual and accumulative, has been exhausted. Moreover, days may not be withdrawn to permit the individual to stay at home to care for other members of the family.

Section 3: Each member of the unit shall submit one (1) sick day of personal accumulation to the sick leave reserve for each year of this Agreement. The parties agree that, as of June 30, 2006, the number of days in the sick leave reserve is zero. Effective July 1, 2006, any unused sick days that were accrued by any bargaining unit member(s) who retired effective June 30, 2006, will be added to the sick leave reserve and may be carried over from year to year. If, as a result of the contribution of sick days on July 1, 2006, the number of days in the reserve exceeds two hundred (200), no additional sick days shall be added until such time as the balance drops below two hundred (200) days. Thereafter, if the sick leave reserve is exhausted, it shall be renewed by a contribution of one (1) additional day of sick leave by each administrator, and to the extent that such additional days are unused at the conclusion of this Contract, they may be carried over to any successive work year, provided that the number of days in the sick leave reserve may not exceed a maximum of two hundred (200) days.

Section 4: The sick leave reserve shall be administered by a sick leave reserve committee consisting of four (4) members, two (2) members shall be designated by the School Committee to serve at its discretion, and two (2) members shall be designated by the Union to serve at its discretion. The sick leave reserve committee shall determine the applicant's entitlement to use of the reserve and the amount of leave to be granted. In the event of a tie vote regarding either entitlement or amount, the Superintendent shall cast the deciding vote. Decisions with respect to entitlement and amount, moreover, shall be final and binding and not subject to appeal.

Section 5: The number of days in sick leave reserve will be reported to the President of the Union in writing by October 1 of each year.

## ARTICLE XVII MATERNITY, PARENTAL, ADOPTIVE AND CHILD REARING LEAVE

Section 1: Maternity Leave: A female bargaining unit member who is absent from work due to disabilities related to childbirth and recovery from childbirth shall be eligible for sick leave pursuant to Article XIII for the period of disability.

Section 2: Child Rearing Leave: A unit member who has completed one (1) year in Melrose and has worked at least ninety (90) days in the work year preceding the leave shall be eligible for a child rearing leave. Under ordinary circumstances this leave will commence timely to the birth of a child or the adoption of a child. The leave shall expire on the first work day of a school year. In no event shall the leave be extended beyond the second September following commencement of the leave.

Section 3: A. The date of anticipated return for leave pursuant to Section 2 of this article will be established with the Superintendent at the time the leave commences.

B. In the event of unforeseen circumstances, for example, the child does not live, the member of the unit may make written application for reinstatement. Such reinstatement may be granted by the Superintendent in the case of an acceptable vacancy.

Section 4: Salary Advancement: An administrator returning from an extended leave taken under the provisions of Section 2 will be placed on the next step of the salary schedule if he/she had been actively employed by the Melrose school system for more than one-half (  $\frac{1}{2}$  ) of the work year in the school year in which the leave commences. He/she will be assigned where a vacancy for which he/she is qualified exists.

Section 5: Nothing in this article shall be construed to limit or control an administrator's right, or the Union's right at the administrator's request, if any exists, to seek sick leave pay due to any conditions arising with respect to pregnancy; nor shall this article prejudice the position of either the School Committee or the Union with respect to any such claim. If any claim is filed before an administrative agency or court with respect to sickness or disability pay with respect to pregnancy, it is agreed that the liability, if any under this Contract, will not be that of the Union.

- Section 6: A. The School Committee will provide a bargaining unit member who has completed one (1) full year of service in the bargaining unit with up to twelve (12) weeks of continuous parental or adoptive leave to care for the member's newborn child or a newly adopted child. For purposes of this provision, parental leave is available to a father of a child or the non-birth parent of a child of a same-sex couple; adoptive leave is available to the adoptive parent, regardless of gender, of a child.
- B. An eligible bargaining unit member may use up to forty (40) days of his/her unused sick days for parental or adoptive leave. An eligible member will not be entitled to paid sick days from the sick leave bank for parental or adoptive leave.
- C. Parental or adoptive leave ordinarily will commence upon the birth of the child or the formal placement of the child with the bargaining unit member for adoption; however, it may be taken prior to the formal placement of the child for adoption when necessary to fulfill the legal requirements for an adoption (e.g., foreign travel).
- D. An eligible bargaining unit member will be provided with one (1) parental or one (1) adoptive leave per birth or adoption. The number of children involved in the birth or adoption will not increase the length of parental or adoptive leave for an eligible member.
- E. If both parents of a child are eligible for parental or adoptive leave under this provision, each bargaining unit member will be granted one-half ( ½ ) of the leave benefit or such other pro rata share of the benefit as they may choose.
- F. A bargaining unit member who wishes to take leave under this provision must give notice of his/her intent to take paid parental leave or adoptive leave by filing an application with the Superintendent at least ninety (90) days prior to the expected due date of the child or the expected formal placement of the child with the adoptive parent. In the event that the adoption placement is not known ninety (90) days in advance, the member must file the application as soon as the placement date is known to him or her.
- G. Leave taken under this provision shall be considered to be leave taken under the Family and Medical Leave Act. (See Article XXXVII, Section 4 (A)).

**ARTICLE XVIII**  
**FAMILY DISABILITY LEAVE**

Section 1: A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a disabled member of the administrator's immediate family. Additional leave may be granted at the discretion of the Superintendent.

**ARTICLE XIX**  
**EXTENDED DISABILITY LEAVE**

Section 1: After three (3) years of continuous employment in the Melrose school system, the Superintendent may grant an administrator a leave of absence, without pay, for up to two (2) years for health reasons, it being understood that such leave will be granted only after accumulated disability leave is exhausted. The Superintendent's decision whether to grant an administrator leave under this article shall not be subject to the grievance/arbitration process. Requests for such leave will be supported by appropriate medical evidence.

**ARTICLE XX**  
**FAMILY AND MEDICAL LEAVE**

Section 1: An employee who is on an FMLA leave of absence on the first official day of a school year will not be granted additional vacation, sick or personal leave for that school year unless s/he returns to active employment during that school year, at which time s/he will be granted such additional vacation, sick and personal leave as would have been granted to her/him on the first official day of the school year if s/he had been actively employed on that date.

Section 2: The benefit year, for purposes of FMLA leave, shall be the same benefit year that the City of Melrose uses for city employees (currently the twelve-month period measured forward from the date of the employee's first FMLA leave).

Section 3: Request for FMLA leave shall be submitted to the Superintendent or designee, in writing, at least thirty (30) days prior to the start of the leave, if the need for leave is foreseeable, or with as much notice as practicable, if the need for leave is not foreseeable, and shall state the purpose of the leave, the date of its commencement, and the anticipated date of the employee's return.

Section 4: To be eligible for a FMLA leave, whether paid or unpaid, on account of his/her own or a family member's health condition, an administrator must provide the Superintendent with a satisfactory certification by a health care provider as to the administrator's or family member's serious health condition on a United States Department of Labor (DOL) form or in another format as long as the health care provider certifies all of the information requested on the DOL form needed to support the administrator's eligibility for leave.

**ARTICLE XXI**  
**SABBATICAL LEAVE**

Section 1: Administrators may apply for a year of sabbatical leave after seven (7) years of continuous or ten (10) years of non-continuous service, three (3) years of which shall immediately precede the application.

Section 2: Sabbatical leave may be granted at the discretion of the employer.

Section 3: Requests for sabbatical leave must be received by the Superintendent in writing no later than December 31 and action must be taken on all such requests no later than March 1 of the work year preceding the work year for which the sabbatical leave is requested.



Section 4: The administrator will agree to return to employment in the Melrose Public Schools for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.

Section 5: In the event the administrator does not return to employment as agreed, the administrator will reimburse the School Committee in full for payments made during the leave on a prorated basis.

Section 6: The administrator on such leave shall receive full salary on a semester's leave or three-quarter (  $\frac{3}{4}$  ) salary on a full year's leave.

## ARTICLE XXII OTHER LEAVES

Section 1: Other leaves of absence without pay may be granted by the Superintendent.

Section 2: All benefits to which an administrator was entitled at the commencement of a leave of absence pursuant to Articles XIII through XVII, XIX and XX, including unused accumulated disability leave, except in cases of leaves of absence for disability as indicated in Article XVIII above, will be restored upon return, and the administrator will be assigned to the same position held at the time said leave commenced if the position is open, or if not, to as comparable position as possible.

Section 3: A request for an extension or renewal of leave under this or any other article, and any permission for such extension or renewal, shall be in writing.

Section 4: Paid or unpaid leave which is provided under this Agreement shall be credited against the leave entitlements provided in the FMLA to the extent permitted by the FMLA.

## ARTICLE XXIII BEREAVEMENT LEAVE

Section 1: Immediate Family/Domestic Partner: In the case of a death in an administrator's immediate family (father, mother, sister, brother, spouse or child) or the death of a domestic partner, such administrator shall be granted up to five (5) days leave with pay for the purpose of attending the funeral and/or attending to family or personal matters arising as a result of such death.

Section 2: Extended Family: In the case of a death in an administrator's extended family (aunt, uncle, grandparents, in-laws), such administrator shall be granted up to three (3) days leave with pay for the purpose of attending the funeral and/or attending to family or personal matters arising as a result of such death.

**ARTICLE XXIV**  
**PROFESSIONAL RESPONSIBILITIES**

Section 1: Administrators are expected to provide leadership in the attainment of the goals of the school system. All administrators must abide by School Committee policies, as approved.

Section 2: Duties: Vice Principals and Assistant Principals may be assigned up to two (2) teaching periods per day.

Section 3: A. Directors and Special Education Administrators are responsible for providing leadership in specific areas of learning and service. Said responsibility includes, but is not limited to, program development; development of curriculum and specialized curriculum; budget preparation; supervision and evaluation of staff; improvements in teaching and methodology; in-service education and staff development; management of program-related specialized equipment; representation of the school district in mediations and special education appeals; and accounting for the performance of teachers.

B. Directors and Special Education Administrators may be assigned up to two (2) teaching periods per day.

C. On the table of organization, Directors and Special Education Administrators have a line, rather than a staff, relationship to the Superintendent or to the Superintendent's designee. They are consultants to Principals and answerable to the Superintendent or Superintendent's designee.

Section 4: Department Directors, Special Education Team Facilitators and Administrator of Guidance and Student Services: These administrators are responsible for providing leadership in specific areas of learning and service. They may be assigned to teach up to two (2) teaching periods per day. The responsibilities of Department Directors and Administrator of Guidance and Student Services include curriculum leadership; budget preparation; mentoring of new staff; supervision, observation and evaluation of staff; and other reasonably related departmental duties. The responsibility of Special Education Team Facilitators includes overseeing the special education pre-referral and referral process; serving as team facilitators for special education in buildings; chairing special education team meetings; writing and reviewing Individualized Education Programs, and mentoring, supervising and evaluating special education staff; and other reasonably related program duties.

Section 5: Directors, Special Education Administrators and other administrators with evaluative responsibilities shall observe, evaluate, and prepare written reports on the professional performance of teachers in accordance with the educator evaluation system applicable to teachers and other educators in the Melrose Education Association bargaining unit.

Section 6: Bargaining unit members are expected to recommend to the Principal disciplinary action, including suspension and/or discharge, toward teachers whose actions contribute to the substantial interference with or disruption of the educational process. Examples include, but are not limited to, inciting students to disrupt the school; encouraging the delinquency of minors; racially biased behavior; gross insubordination; encouraging others to be insubordinate.

**ARTICLE XXV**  
**REDUCTION IN FORCE**

Section 1: If the employer, in its discretion, determines pursuant to its legal responsibilities that a reduction in the number of administrators covered by this Agreement is necessary, the following procedure for reduction of such personnel will be used. The decision of the employer to reduce the number of administrators covered by this Agreement, and the manner in which such reduction in force is accomplished, shall include consultation with the Union and the individual administrators who are affected.

- Section 2: A. If a reduction in force requires the layoff of an administrator, the Superintendent will provide the individual a position as teacher according to the following:
- i. Administrators serving in the school system as administrators for the 1982-1983 school year will receive seniority credit for their total continuous service in any position in the Melrose Public Schools upon first entry into Unit A after September 1, 1983.
  - ii. Administrators hired after September 1, 1983 will receive, for continuous service in the Melrose Public Schools, full credit for service in Unit A plus one-half ( ½ ) credit for service as an administrator in the system.
  - iii. Administrators will be placed in the discipline last taught.
- B. The parties agree that the collective bargaining agreement may be reopened for the purpose of negotiating over the fall-back rights of administrators, if the School Committee and the Melrose Education Association negotiate changes to the teachers' collective bargaining agreement affecting the right of administrators to accrue seniority or to displace teachers thereunder in the event of a reduction in force, elimination of positions or reorganization.

Section 3: Notification of the prospective date of transfer within the unit resulting from a reduction in force will be submitted by the Superintendent to the Union and affected administrator within a reasonable time. Notification of layoff from the unit will be tendered to the Union and the administrator prior to June 15 of the work year preceding the work year in which the layoff is to become effective. The June deadline for notification of layoff shall not bar implementation of the non-renewal of an employee who has not worked for the prior three (3) consecutive years in his/her position in this administrator bargaining unit and who is notified in writing on or before June 15 that such person is not to be employed for the following school year.

Section 4: An administrator transferred within the unit because of a reduction in force shall suffer no loss in compensation for the duration of the work year in which the transfer takes place. Such an administrator, moreover, shall be entitled to be considered for immediate reinstatement if a vacancy in the position from which the administrator was removed occurs during the work year in which the transfer takes place.

Section 5: To the extent permitted by the City's policies and the regulations of the Group Insurance Commission, an administrator on layoff during the recall period may continue group health care and/or life insurance coverage provided the administrator assumes the full cost of the necessary premiums.

**ARTICLE XXVI**  
**THE ADMINISTRATIVE TEAM**

Section 1: The following purposes are included as a basis for the implementation of the administrative team concept.

- A. The administrative team relationship is recognized as the means by which administrative responsiveness and adaptability will be achieved for maximum administrative efficiency.
- B. The administrative team relationship is further intended to develop agreeable interrelationships between all administrators in order that:
  - i. Honest and open dialogue is possible at all levels.
  - ii. Duties and responsibilities of each administrator be fully outlined and understood.
  - iii. Levels of authority be fully defined.
  - iv. An acceptable system of accountability by administrators be assured for the Superintendent.

Section 2: Administrators shall be expected to assist the Superintendent and his/her designees in planning educational programs and in making recommendations relative thereto. Appropriate members of the administrative staff shall be consulted with regard to proposed changes and/or revisions of existing practice including situations that might jeopardize the safety of students; and such members shall have the right to originate proposals for submission to the Superintendent.

Section 3: The Superintendent shall keep members of the administrative team informed as to the nature of other contracts being negotiated with the School Committee which have an effect upon the members of the unit in their administrative duties. The Superintendent will seek the advice of members of the administrative team on matters pertaining to the governance of the schools. Further, any positions adopted by the administrative team on educational or policy issues will be reported for consideration to the School Committee by the Superintendent.

**ARTICLE XXVII**  
**PROFESSIONAL IMPROVEMENT**

Section 1: Administrators will keep abreast of developments within their areas of specialization and in education in general. In recognition of the fact that continued learning and professional development is an integral part of effective leadership, administrators shall be required to take courses at accredited colleges and universities. A minimum of three (3) credits must be earned every three (3) years. Professional workshops may be attended in lieu of formal university courses with the approval of the Superintendent. The School Committee will reimburse the administrators for the amount of tuition for such courses, up to a maximum of \$600 per course.

Section 2: After an administrator has completed one (1) year in the present administrative assignment, the School Committee will reimburse the administrator for up to seven hundred fifty dollars (\$750) per year for graduate level university courses taken in the administrator's field of specialization or in an allied field of learning, provided that the administrator obtains approval in advance from the Superintendent or designee by no later than May 1st of the year in which the funds are to be reimbursed, and provided further that the administrator receives a grade of B+ or better in the course.

Section 3: In order that appropriate budget allowance may be made, administrators will notify the Superintendent in writing by April 15 of the previous work year of the course or courses to be taken during the subsequent year.

### **ARTICLE XXVIII** **EVALUATIONS**

Section 1: Administrators will be evaluated in accordance with regulations and rubrics issued by the Massachusetts Department of Elementary and Secondary Education, as amended from time to time, relative to the evaluation of administrators.

Section 2: No material derogatory to the administrator's conduct, service, character, or personality shall be placed in the administrator's personnel file unless the administrator has had the opportunity to review the material. The administrator shall acknowledge having read the material by signing and dating the file copy. The signature shall only indicate that the material has been read and not indicate that there is agreement. The administrator shall also have the right to submit a written answer to such material and said answer shall be attached to the file copy.

Section 3: School officials keeping records concerning any administrator or the administrator's work shall, at the request of the administrator, permit said administrator to inspect the contents of the administrator's personnel folder, files, cards, and records, and to make copies of such contents and record. Excluded from such review would be documents of a confidential nature received prior to employment and documents covered by an attorney-client privilege.

Section 4: In the interest of furthering communications with parents and students under the leadership of central office and with Union encouragement, administrators will work to improve two-way communications with parents and students, including providing information on the coordination on curriculum goals and on program goals; and welcoming input from parents and students with regard to progress in meeting such goals. Any such feedback from parents and students will be confidential to the administrator soliciting and receiving such impact.

### **ARTICLE XXIX** **INSURANCE AND PAYROLL DEDUCTIONS**

Section 1: In accordance with General Laws Chapter 152, Section 69, whenever an administrator is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of employment, the administrator will be paid full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence. Absence for such cause will not be considered ordinary disability leave, nor in any way affect the number of disability leave days then accumulated by the administrator. Salary payments made in accordance with the provision of this section, however, shall not exceed the amount of payment to which the administrator, at the time of such accident or assault, would have been entitled under the provisions of Article XIII hereof, and in no event shall exceed the maximum sum which such administrator would have been entitled to receive pursuant to the provisions of said Article XIII for any one (1) work year. Medical evidence must be provided if requested.

- Section 2: A. The School Committee will reimburse administrators for any clothing or other articles of personal adornment damaged or destroyed in the course of their employment up to a total of three hundred dollars (\$300) in any one (1) instance; and
- B. The cost of medical, surgical, or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of their employment, including Superintendent-approved conferences.

- Section 3: A. As long as the City of Melrose agrees to pay a portion of the health and life insurance currently in effect, the School Committee will certify deductions of the administrator's share from payroll checks for participating members upon receipt of a proper authorization.
- B. The School Committee agrees to work with the Mayor in cooperation with the administrators to investigate the concept of a Cafeteria Benefits Plan. The parties realize that such a plan may be appropriate on a citywide basis.
- C. The parties agree that the Agreement may be reopened for purposes of negotiating over a change in health insurance benefits, including a change in the type and identity of health insurance programs offered and/or the amount of the City's contribution toward the premium cost of such benefits.

Section 4: The School Committee hereby accepts the provisions of General Laws Chapter 180, Section 17C and, in accordance therewith, shall certify to the Treasurer of the City of Melrose all payroll deductions for the payment of dues to the Union duty authorized by employees covered by this Contract.

Section 5: Agency Fee:

- A. The School Committee agrees to require as a condition of employment that all administrators except those certified as members to the School Committee by the Union pay annually as of the thirtieth (30th) day of any work year or by the thirtieth (30th) work day following appointment to a position in the bargaining unit, an agency service fee. Said fee shall be equal to the amount required to become a member of the Union and remain a member in good standing. An employee paying the agency fee shall be entitled, if he/she so demands in writing to the Union, a rebate of the pro rata share of the fee allowable under Massachusetts General Laws Chapter 150E, Section 12, and the regulations of the Labor Relations Commission governing agency fee.
- B. If any employee has not paid the fee or has not filed a complaint regarding the fee at the Labor Relations Commission and has placed the agency fee monies in an escrow account awaiting the results of that complaint within forty-five (45) days after receipt of a written demand for payment of the fee, the School Committee shall suspend the unit member without pay until the fee is paid for up to a total of thirty (30) work days. After thirty (30) work days, the suspended bargaining unit member will be assigned to a bargaining unit position by the School Committee.

- C. The Union shall indemnify the School Committee and Superintendent against any damages and legal fees incurred in complying with this section and shall comply with any rebate procedure or any process as may be required by state, federal or constitutional law.

Section 6: Credit Union/Direct Deposit: The Employer agrees to deduct certain specific amounts from the wages of those administrators who have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION each pay period by electronic transfer methods. The Employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions for those pay periods during which the administrator has no earnings or in those weeks in which the administrator's earnings shall be less than the amount authorized for deduction.

Section 7: DRIVE: With the receipt of an appropriate authorization executed by the administrator, the Employer agrees to deduct from the paycheck of administrators covered by this Agreement voluntary contributions to DRIVE (Democratic-Republican-Independent Voter Education). DRIVE shall notify the Employer of the amounts designated by each contributing administrator that are to be deducted from his/her paycheck each pay period for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the administrator earned a wage. The Employer shall transmit to DRIVE Chapter 25 on a monthly basis, in one check, the total amount deducted, along with the name of each administrator on whose behalf a deduction is made, the administrator's social security number and the amount deducted from the administrator's paycheck.

**ARTICLE XXX**  
**SALARIES**

Section 1: Bargaining unit members who have given long and continuous service to the Melrose Public Schools shall be granted an annual longevity increment in accordance with the following schedule:

10 <sup>th</sup> year	\$750
12 <sup>th</sup> year	\$1,000
16 <sup>th</sup> year	\$1,250
20 <sup>th</sup> year	\$1,600
24 <sup>th</sup> year	\$2,000
28 <sup>th</sup> year	\$2,500
32 <sup>nd</sup> year	\$3,000

Effective July 1, 2012, add a new longevity level at the start of the 12th year of continuous service in the Melrose Public Schools in the following amount: \$500.

Section 2: A. In recognition of added professional training in courses directly related to the field of education and approved by the Superintendent, administrators shall receive an additional four hundred dollars (\$400) for a Master's Degree and an additional fifty dollars (\$50) for each thirty (30) credits beyond a Master's up to Master's+60. Administrators who earn a Doctorate in Education will receive an additional one hundred dollars (\$100) beyond the M+60 stipend, Effective July 1, 2009, the additional payments for administrators who earn thirty (30) credits beyond a Master's or who earn sixty (60) credits beyond a Master's shall be increased from fifty dollars (\$50) to one hundred fifty dollars (\$150), Effective July 1, 2010, the additional payments referred to in the preceding sentence shall be increased from one hundred fifty dollars (\$150) to two hundred dollars (\$200).

B. Effective July 1, 2015, eliminate the \$400 additional salary provided for under this section for administrators who have earned a Master's degree, and add \$400 to each salary on the Salary Schedule set forth in Appendix A-1 below Level 1A. Any administrator who, as of June 30, 2015, received more than \$400 in additional salary under this section will continue to receive such additional salary less \$400.

C. Effective July 1, 2016, Paragraph A above will be replaced by the following new provision: Administrators who have earned two Master's degrees or a Certificate in Advanced Graduate Studies (CAGS) will receive additional salary above the base salary during each work year as follows:

Effective July 1, 2016: \$2,000

Effective July 1, 2017: \$2,500

Administrators who have earned a Doctorate degree will receive additional salary above the base salary during each work year as follows:

Effective July 1, 2016: \$3,500

Effective July 1, 2017: \$4,000

Any administrator who, as of June 30, 2016, received additional salary under Paragraph B above will continue to receive such additional salary until s/he acquires a higher degree that entitles him/her to advance to the next salary lane.

D. If an administrator anticipates becoming eligible for additional salary under this provision, s/he must provide the Superintendent with written notice thereof by no later than November 1 of the year preceding the work year in which such increase is expected to take place, or implementation and payment of the increase may be delayed.



Section 3: Departure Incentive:

A. An administrator age fifty-five (55) years or older who gives notice of departure for the purpose of retirement by December 31 preceding the next following June 30 and who actually leaves the Melrose school system as of the end of the administrator work year, but not later than such June 30, shall receive a lump sum payment calculated by multiplying one hundred dollars (\$100) times (X):  
The number of accumulated sick days credited to such administrator at time of retirement up to one hundred (100), minus the number of sick days used in the final administrator work year in excess of ten (10). In no event shall the incentive payment exceed ten thousand dollars (\$10,000).

B. However, in the event an administrator suffers from an illness or injury of a nature which causes the administrator to use more than ten (10) days in this final year, and such illness or injury is unexpected, unforeseen or of a catastrophic nature, the administrator will not have such sick days used deducted from the departure allowance, provided the administrator also has an average use of sick leave in the prior three (3) years of ten (10) days or less, excluding illness or injury of an unexpected, unforeseen, or catastrophic nature.

Example: Administrator has one hundred (100) days of accumulated, unused sick leave at time of retirement but has used twenty-five (25) sick days in final administrator work year. Departure incentive payment is:

1. 100 minus offset
2. Offset:  $25 - 10 = 15$
3.  $100 - 15 = 85 \times \$100 = \$8,500$

- C. The date such incentive is paid may be at the discretion of the School Department either in June or July of the year of retirement.
- D. As a condition of eligibility for the departure incentive payment, an applicant giving notice will be required to sign a resignation from the Melrose school system to be effective at the end of the administrator work year, which will be effective whether or not such administrator actually retires.
- E. Notwithstanding the above, no administrator currently in the current departure incentive program shall lose their rights to the system in effect prior to this Agreement.
- F. If the School Committee includes in its proposal package for any successor agreement a proposal to modify or discontinue this early departure incentive, the successor agreement shall not be settled until the parties reach mutual agreement on this matter. Applications for departure incentive filed after the expiration of the contract in force at the time the above proposal is made will be processed in accordance with the terms of the successor agreement.

Section 4: Salary Increases:

Effective July 1, 2015:	1%
Effective July 1, 2016:	1%
Effective July 1, 2017:	1%

Section 5: Professional Association Dues: The School Committee agrees to provide each administrator with an annual payment of two hundred dollars (\$200), in total, towards the payment of the administrator's annual dues for the professional association of his/her choice.

Section 6: Final Year Pay with Retirement Notice: Administrators employed by the School Committee for twenty (20) years will receive a salary increase of one thousand five hundred dollars (\$1,500) for their final year of active employment prior to retirement under the teachers' retirement act, provided that they serve in their positions for the full work year immediately prior to their retirement. Notice of intention to retire under this provision will be submitted as early as possible, but in any event by no later than June 1 of the year prior to the year of retirement, in order that the appropriate salary adjustment may be made for the entire year, except that such notice requirement will be waived during the 2005-2006 contract year. This is in lieu of, and not in addition to, Sections 3 (Departure Incentive) and 8 (Senior Administrators Salary Increase) of this Article.

Section 7: Senior Administrator Salary Increase: An employee who is forty-five (45) years of age or older may elect to receive an additional one thousand dollars (\$1,000) per year in base salary for a period of up to ten (10) years (not cumulative, up to a total of ten thousand dollars (\$10,000) in recognition of his/her years of service to the profession, provided that the employee has completed at least twelve (12) years of service in the Melrose Public Schools, is receiving the maximum salary for his/her position, and has at least one hundred (100) days of accrued, unused sick leave at the start of each year for which s/he is seeking payment. If an administrator who receives this Senior Administrator Salary Increase also is eligible for a departure incentive payment under Article XXX, Section 3, the amount of such departure incentive payment will be reduced by the amount of the Senior Administrator Salary increase paid to such administrator.

Section 8: Travel Allowance: Administrators will be paid an in-district travel allowance (\$500) or an out-of-district travel allowance (\$700) only if they use their personal automobiles to travel at least three (3) times a week on a regular basis throughout the school year and, with respect to in-district travel, to more than one (1) site in the course of a day

Section 9: The parties agree that, when an incumbent Assistant Principal at the Middle School or High School vacates his/her position, the School Committee shall have the right, after consultation with the Union, to determine whether that position henceforth shall be a two hundred twenty (220) day position or a full-year position. If the School Committee determines that the position shall be a two-hundred-twenty-(220) day position, the salary for that position shall be reduced by 1/12<sup>th</sup>.

Section 10: The School Committee shall have the right to require administrators to participate in the direct deposit program for Melrose employees.

**ARTICLE XXXI**  
**RIGHT OF RETURN TO BARGAINING UNIT**

Section 1: An administrator who is promoted to Principal or other managerial position in the Melrose School Department shall be deemed on leave of absence from his/her position in this bargaining unit during the first year of such appointment.

**ARTICLE XXXII**  
**JOB DESCRIPTIONS**


Section 1: The parties agree that negotiations may be reopened after June 30, 2016 for the purpose of reviewing the job description and the level of compensation for the Administrator of Counseling and Student Services' position.

**ARTICLE XXXIII**  
**DURATION**

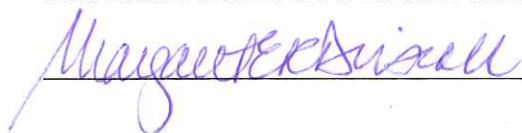
Section 1: This Agreement shall continue in full force and effect from July 1, 2015 through June 30, 2018. Notice of intent to reopen negotiations must be filed by October 1, 2017, and negotiations shall proceed within ninety (90) days of filing, except that the ninety (90) day provision may be extended by mutual agreement. This Agreement may be reopened for discussion if fringe benefits not contained herein are granted to any other bargaining group within the school system. If the School Committee and the Union fail to reach agreement within a reasonable time, either party may petition the State Board of Arbitration and Conciliation to initiate mediation, fact finding, or other statutory impasse procedures in accordance with General Laws Chapter 150E.

TEAMSTERS LOCAL UNION NO. 25

  
Sean M. O'Brien, President/Principal Officer

  
Joan C. Corey, Business Agent

MELROSE SCHOOL COMMITTEE

  
Margaret E. Sullivan

MAR 21 2016

**APPENDIX A**  
**SALARY SCHEDULE**

1. Adjust the base salary for the position of Director of Physical Education and Athletics, District-wide by adding \$350, effective July 1, 2015 after the across-the-board increase has been applied.
2. Adjust the base salary for the position of Department Director by adding \$350, effective July 1, 2015, after the across-the-board increase has been applied, and increase the work year from 200 work days to 205 work days by adding two (2) work days during the first and second years of the agreement and one (1) work day during the third year of the agreement.
3. Insert the position of Special Education Administrator for Secondary Schools, adjust the base salary for the position by adding \$350, effective July 1, 2015 after the across-the-board increase has been applied, and increase the work year from 200 work days to 205 work days by adding two (2) work days during the first and second years of the agreement and one (1) work day during the third year of the agreement.
4. Substitute “Administrator of Counseling and Student Services” for “Guidance Chairperson”, adjust the base salary for the position by adding \$2,000, effective July 1, 2015 after the across-the-board increase has been applied, and increase the work year from 200 work days to 205 work days by adding two (2) work days during the first and second years of the agreement and one (1) work day during the third year of the agreement.
5. Increase the work year for the position of Special Education Team Facilitators from 200 work days to 203 work days by adding one (1) work day during each year of the agreement.
6. Substitute “Director of Visual and Performing Arts” for “Director of Fine Arts”, and increase the work year for the position from 190 work days to 203 work days by adding five (5) work days during the first year of the agreement, five (5) work days during the second year of the agreement and three (3) years during the third year of the agreement.

**APPENDIX A-1**  
**CLASSIFICATION PLAN**  
**2015-2016**

<u>Level 1A</u> Assistant Principal	230 Days
<u>Level 1B</u> Director of Physical Education and Athletics, District-wide	230 Days
<u>Level 2</u> Director of English, Secondary	202 Days
Director of Global Languages, Secondary	202 Days
Director of Mathematic and Business, Secondary	202 Days
Director of Science and Technology, Secondary	202 Days
Director of Social Studies, Secondary	202 Days
<u>Level 3A</u> Special Education Administrator for Secondary Schools	202 Days
<u>Level 3B</u> Administrator of Counseling and Student Services	202 Days
<u>Level 3C</u> Special Education Team Facilitator	201 Days
<u>Level 4</u> Director of Visual and Performing Arts, District-wide	195 Days

**APPENDIX A-1**  
**SALARY SCHEDULE**  
**2015-2016**

Level 1A	\$94,839
Level 1B	\$93,098
Level 2	\$86,065
Level 3A	\$86,025
Level 3B	\$83,366
Level 3C	\$79,650
Level 4	\$78,507

**APPENDIX A-2**  
**CLASSIFICATION PLAN**  
**2016-2017**

<u>Level 1A</u> Assistant Principal	230 Days
<u>Level 1B</u> Director of Physical Education and Athletics, District-wide	230 Days
<u>Level 2</u> Director of English, Secondary	204 Days
Director of Global Languages, Secondary	204 Days
Director of Mathematic and Business, Secondary	204 Days
Director of Science and Technology, Secondary	204 Days
Director of Social Studies, Secondary	204 Days
<u>Level 3A</u> Special Education Administrator for Secondary Schools	204 Days
<u>Level 3B</u> Administrator of Counseling and Student Services	204 Days
<u>Level 3C</u> Special Education Team Facilitator	202 Days
<u>Level 4</u> Director of Visual and Performing Arts, District-wide	200 Days

**APPENDIX A-2**  
**CLASSIFICATION PLAN**  
**2016-2017**

	Base Salary	2MA/CAGS	Doctorate
Level 1A	\$95,787	\$97,787	\$99,287
Level 1B	\$94,029	\$96,029	\$97,529
Level 2	\$87,778	\$89,778	\$91,278
Level 3A	\$87,778	\$89,778	\$91,278
Level 3B	\$85,025	\$87,025	\$88,525
Level 3C	\$80,843	\$82,843	\$84,343
Level 4	\$81,305	\$83,305	\$84,805

**APPENDIX A-3**  
**CLASSIFICATION PLAN**  
**2017-2018**

<u>Level 1A</u>		
Assistant Principal		230 Days
<u>Level 1B</u>		
Director of Physical Education and Athletics, District-wide		230 Days
<u>Level 2</u>		
Director of English, Secondary		205 Days
Director of Global Languages, Secondary		205 Days
Director of Mathematic and Business, Secondary		205 Days
Director of Science and Technology, Secondary		205 Days
Director of Social Studies, Secondary		205 Days
<u>Level 3A</u>		
Special Education Administrator for Secondary Schools		205 Days
<u>Level 3B</u>		
Administrator of Counseling and Student Services		205 Days
<u>Level 3C</u>		
Special Education Team Facilitator		203 Days
<u>Level 4</u>		
Director of Visual and Performing Arts, District-wide		203 Days

**APPENDIX A-3**  
**CLASSIFICATION PLAN**  
**2017-2018**

	Base Salary	2MA/CAGS	Doctorate
Level 1A	\$96,745	\$99,245	\$100,745
Level 1B	\$94,970	\$97,470	\$98,970
Level 2	\$89,086	\$91,586	\$93,086
Level 3A	\$89,086	\$91,586	\$93,086
Level 3B	\$86,292	\$88,792	\$90,292
Level 3C	\$82,052	\$84,552	\$86,052
Level 4	\$83,338	\$85,838	\$87,338