

AGREEMENT

BETWEEN

HAWLEMONT REGIONAL SCHOOL DISTRICT

AND

HAWLEMONT TEACHERS' ASSOCIATION

August 16, 2017 to August 15, 2020

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Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, THIS CONTRACT is made this _____ day of _____, 2017 by and between the Hawlemont Regional School District Committee (hereinafter sometimes called THE COMMITTEE) and the Hawlemont Teachers' Association (hereinafter sometimes called THE ASSOCIATION):

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for children of Charlemont and Hawley, and that good morale within the teaching staff of the Hawlemont Regional School District is essential to the achievement of that purpose, and also recognizing our responsibilities to the citizens of Charlemont and Hawley, we the undersigned parties to this Contract declare that the following principles, procedures, terms and conditions are hereby adopted:

ARTICLE I - RECOGNITION

For the purposes 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 Committee recognizes the Association as the exclusive bargaining agent and representative of all teachers employed by the Committee. The Committee and the Association also recognize that the school nurse, speech and language therapist, school psychologist, and the school librarian are covered under this agreement if these employees have a Bachelors Degree and the proper DOE certification to act in these capacities in a public school system.

ARTICLE II - NEGOTIATIONS PROCEDURE

This Contract will be effective August 16, 2017 and will continue and remain in full force until August 15, 2020 or until a successor agreement is reached, whichever is later.

Not later than October 15, 2019, the Committee agrees to enter into negotiations with the Association for a successor agreement. If a successor agreement is not reached before August 15, 2020, then the existing contract shall remain in effect and full force until the successor agreement is reached.

In the event that Hawlemont School becomes part of another school district during the period covered by this contract, it is hereby agreed that this contract may be reopened for negotiation

ARTICLE III – LEGALITY OF PROVISIONS

If any provision of this Contract is held to be contrary to law by an appropriate court of law, all other provisions of the Contract will continue in full force and effect, and The Committee and Association will meet for the purpose of amending the illegal provision to meet the requirements of law. Any such amendments mutually agreed upon by The Committee and The Association will be reduced to writing and added to the Contract as an addendum.

ARTICLE IV - JUST CAUSE

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or given an adverse evaluation of his/her professional services without reasonable and just cause. No teacher with professional status will be dismissed without just cause. The provisions of M.G.L. c. 71, § 42 will be followed regarding dismissal of teachers without professional teacher status.

Any complaint made against any teacher or any person for whom the teacher is administratively responsible, by any parent, student or other person, shall promptly be called to the attention of teacher in writing, including the person initiating the complaint as well as the person(s) observing the behavior giving

rise to the complaint if said complaint may become cause for a criticism in a subsequent evaluation report, or the report of said complaint is to be filed in the teacher's personnel file.

ARTICLE V - NO DISCRIMINATION

The Committee and the Association agree not to discriminate in any way against teachers covered by this Contract on account of race, religion, creed, sex, sexual orientation, gender identity, color, national origin, marital status, age, mental or physical handicap or union activity.

ARTICLE VI - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the wages, hours, or conditions of employment of the teachers covered by this Contract.

B. Level 1 - A teacher with a grievance, and or the Association, shall discuss the grievance and possible resolution thereof with the principal with the objective of resolving the matter informally. Decisions at this level will not serve as precedent for future interpretation of this agreement.

C. Level 2 - If the grievance is not resolved at level one, the teacher and or the Association shall file the grievance in writing with the Superintendent of Schools. Within fourteen calendar days of the filing, the Superintendent will meet with the teacher and the Association to discuss the grievance and will render a decision in writing.

If a teacher and/or the Association does not file a grievance in writing with the Superintendent within thirty (30) calendar days after the event giving rise to the grievance becomes known or reasonably should have been known, then the grievance will be considered waived.

D. Level 3 - If the grievance remains unresolved at the expiration of fourteen days after the filing at level 2, the grievant and or the Association, may within fourteen calendar days thereafter, file with the School Committee. The School Committee shall have twenty-one calendar days from the date of filing to hear the grievance and render a decision in writing.

E. Level 4 – If at the end of twenty-one calendar days next following the meeting with The Committee, the grievance shall not have been disposed of to the satisfaction of The Association, The Association may, by giving written notice to The Committee within fourteen calendar days, present the grievance for arbitration, in which event The Committee and The Association shall forthwith submit the grievance to the American Arbitration Association. The expenses of such arbitration shall be shared equally by The Committee and The Association, and the award made shall be final and binding upon The Committee, The Association and the aggrieved employee.

F. All of the provisions of Chapter 71 of the General Laws of the Commonwealth, including but not limited to sections 41, 41A, 42, 42D, and 43 are incorporated herein by reference. The exercise of any of the powers and rights established by these laws shall not be subject to the grievance procedure, but The Committee, The Association and its members shall have all rights established by said laws.

G. The parties to this collective bargaining agreement recognize the “exclusive remedy” provisions of M.G.L. c. 150E, § 8 and the amendment to M.G.L. c. 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Elementary and Secondary Education pursuant to M.G.L. c. 71 or through this Article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum. If the grievance is pursued through the grievance procedure, the grievance will not proceed to Level 3 of the grievance procedure, but instead will go directly from Level 2 to Level 4.

ARTICLE VII - SALARIES

A. Salary schedules for the school year included within the terms of this contract are attached to and made a part of this contract.

B. Advancement on the salary schedule will not be automatic. Each year each teacher will be evaluated and a recommendation will be made to the superintendent by the principal as to whether an increment will be awarded.

C. The Head Teacher, if appointed, shall be compensated at the following rate effective August 16, 2017: \$1,000. The Technology Liaison, if appointed, shall be compensated at the following rate effective August 16, 2017: \$1,000.

D. Any teacher who is hired to less than a full time position, or any teacher whose teaching assignment is less than a full time assignment, will be compensated on a pro-rata basis for the time actually worked.

The pro-rationing of salary shall be determined as follows: The time actually worked, totaled for a five-day work week, measured as the sum of time from the commencement of duties to the end of duties, as it bears to the total of five-day work week as set forth within this Contract.

Said pro-rationing factor shall be computed as a percent, to the nearest one-hundredth of one percent, and shall be applied to the scheduled salary for such teacher to fix the pro-rated salary of such teacher.

E. Horizontal Advancement on the Salary Schedule:

1. Horizontal movement on the salary schedule (i.e., advancement to a higher personal preparation column on the schedule) is contingent upon successful completion of degrees from an accredited college or university and/or additional credit hours of study and course work completed at an accredited college or university

2. Horizontal movement on the salary schedule to the Bachelors + 15 credits column, Masters + 15, or 30 credits column/2 Masters/CAGS, Doctorate (Ed. D., PH.D.) Doctorate + 15, or Doctorate + 30, is contingent upon completion of the required number of credit hours of study (as defined in (1) above - and as set forth on the salary schedule) but such additional credit hours of study to be used to horizontally advance to the Bachelors + 15 credits column must have been earned following the award of the Bachelor's degree and such additional credit hours of study to be used to horizontally advance to either the Masters + 15 or Masters + 30 credits/2Masters/CAGS column must have been earned following the award of the Masters degree, and such additional credit hours of study to be used to horizontally advance to the Doctorate (Ed. D., PH.D.) Doctorate + 15, or Doctorate + 30 credits column must have been earned following the award of the Doctorate degree.

3. Only completed course work with a passing grade for graduate or under graduate level courses may be used to satisfy the requirements for horizontal advancement on the salary schedule.

4. Credit hours of course work used to satisfy the requirements for horizontal advancement on the salary schedule shall receive recognition on the salary schedule effective the date of receipt by the superintendent of appropriate certification of such credits or degree from the college or university, provided that timely prior notice of such credits or degree award has been given by the teacher.

Timely prior notice shall mean that the teacher informs the principal and superintendent in writing of such anticipated credit or degree award on or before November 1 of the fiscal year immediately preceding the date of such award.

F. Each member of this bargaining unit will receive annual longevity compensation according to the following length of service to the District. This longevity compensation will be added to the qualifying teachers' annual salary and be treated as regular earnings under Chapter 32. This

service shall equal an amount, to the nearest tenth of a year equal to the total years of paid service to the district, plus total years of time spend on any paid leave of absence granted by the Superintendent. If a person is otherwise eligible for longevity bonus, (s)he will not lose longevity due to column movement. The longevity stipend would be applied after the across the board wage increase is calculated.

After fifteen (15) years of service at HRSD \$1,250;

After twenty (20) years of service at HRSD \$1,500;

After twenty-five (25) years of service at HRSD \$1,750.

After thirty (30) years of service at HRSD \$2,000.

G. Teachers may have their paychecks directly deposited to a bank of their choice.

H. Sundries Fund

1. The Committee shall establish each school year and appropriate therefore, a separate fund to be called a Sundries Fund, which shall be utilized to defray the expense of certain educational sundries. Accounting of expense charged against said fund shall be by separate line item accounting.

2. Said fund is established for the specific purpose of defraying the expense of educational sundries, and shall reimburse teachers incurring such expense, provided:

(a) Each 1.0 FTE teacher shall be reimbursed up to One Hundred Dollars (\$100) annually. Said amount shall be prorated for teachers that work less than 1.0 FTE.

(b) Such reimbursement to teachers shall be made only after approval by the principal.

I. The Committee shall provide a \$50.00 stipend per staff member per night for overnight school-sponsored trips.

ARTICLE VIII - INITIAL PLACEMENT

Initial placement of new employees on the salary schedule shall be the responsibility of the Superintendent after consultation with the Principal.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

The Committee shall reimburse teachers for tuition and fees costs associated with enrollment and participation in academic courses provided that:

1) They apply for and receive approval from the principal and superintendent prior to enrollment;

2) They submit the original transcript to the Superintendent and a copy to the Principal that indicates they have successfully completed courses;

3) Such reimbursement shall not be made for more than eight (8) credits per calendar year.

4) The Hawlemont School Committee agrees to budget annually \$600 per teacher for approved graduate level course work and/or approved professional development. This amount will be pro-rated for part-time staff (less than 1.0 full-time equivalent). Unused funds will be returned to the general fund at the end of each fiscal year.

5) Reimbursement shall apply to non-credited professional course work. To qualify for reimbursement of non-credited professional course work it must be related to the educational field of certification and is at the discretion of the principal/superintendent.

6) Teachers on unpaid leaves of absence are not eligible to receive benefits under the provisions of this Article.

ARTICLE X - REDUCTION IN FORCE

A. Only teachers with professional teaching status have reduction in force rights under this article. In the event it becomes necessary to reduce the number of employees included in the bargaining unit, employees shall be laid off in the following manner:

1) No teacher with professional teacher status will be laid off if there is a teacher without such status for whose position the covered employee is currently certified.

2) The Superintendent will take into consideration the teacher's area licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, § 38 and the best interests of the students in the Mohawk District; and provided further, that for the purposes of this paragraph, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary. A teacher's job performance shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the area of licensure targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted licensure area. If the above-referenced factors are equal, then the least senior teacher in the licensure area will be laid off first. Teachers that are employed for less than full time will have their seniority prorated for purposes of this Article. For example, a teacher employed 0.5 FTE for two years would be calculated at one year of service to the District.

B. All teachers who are to be affected by a reduction in force must be notified in writing as early as possible, and normally not later than June 15th of the school year preceding the year in which the reduction will take effect, except in the case of financial exigencies.

C. A teacher who is laid off may bump an employee in accordance with the order dictated by Section A(2) above, provided the teacher holds the appropriate license for the position.

D. Recall Rights

1. Teachers, holding professional teacher status (PTS) at the time of layoff, will be recalled in inverse order of their layoff to vacancies for which they are certified. Such teachers will remain on a recall list for a period of two (2) years from the date of layoff.

2. A teacher, holding PTS status, who is recalled by the Principal shall be recalled with all status, seniority and benefits he/she had accumulated at the time of his/her layoff. Such teachers, while on the recall list, shall be entitled to membership and participation in the Committee's health and accident insurance plan, to the extent possible by the Committee's contract with the insurance carrier, and at the full expense of such teachers. For this purpose, teachers on the recall list shall be deemed to be on an unpaid leave of absence.

3. PTS teachers on the recall list will be given first priority and preference for filling substitute teacher vacancies if they indicate in writing that they desire such employment.

4. When vacancies occur in the certification area(s) of a PTS teacher on the recall list, such teacher shall be notified by certified mail at his/her last address of record. Failure to respond to the Principal with a letter

of acceptance of the offered position within twenty (20) calendar days of receipt of such notice shall be considered a rejection of such offer. It shall be the responsibility of such teachers on the recall list to inform the Principal of changes of address.

5. PTS teachers on the recall list holding certification for a vacant position shall have priority in filling such vacancy as herein above defined and set forth. No new teacher shall be hired to fill such vacancies until all such certified teachers on the recall list have been first offered the vacancy pursuant to the provisions of this section.

ARTICLE XI - WORK YEAR

The work year for teachers shall not exceed a maximum of one hundred eighty-five (185) days, and shall begin no earlier than the Monday before Labor Day and end no later than June 30. The work year for teachers shall consist of:

- 1) Two (2) days prior to the beginning of the school year for students;
- 2) The school year for students may include such early release days as scheduled by the Committee and superintendent;
- 3) Up to four (4) workshop days for teachers of which only one (1) may be scheduled for June following the end of the school year for students.

ARTICLE XII - WORK DAY

A. The work day for teachers shall consist of an average of seven and one-half (7 1/2) hours per day, the average length of day to be calculated upon an annual basis;

B. The work day for teachers shall close fifteen (15) minutes following the end of the school day for students, unless professional staff meetings require the teacher's attendance for a longer period of time. In the instances of Fridays and all days immediately prior to holidays and vacations, the work day for teachers shall close concurrently with the close of the school day for students, provided all duties are completed.

C. The work day for teachers shall consist of and be limited by the following provisions:

- 1) Teachers shall have each day, a lunch period of thirty (30) minutes free from all duties.
- 2) Teachers will receive an average of at least thirty (30) minutes planning time per day, exclusive of time prior to and following the school day for students in a repeating cycle of every four weeks.
- 3) The principal and superintendent will make every effort to reduce non-teaching and supervisory duties to the extent the staffing pattern(s) permit. This does not compel the Principal and Superintendent to hire additional personnel.

ARTICLE XIII - SICK LEAVE

A. Fifteen (15) days of paid sick leave per school year is granted to teachers by the Committee.

B. Unused sick leave may accumulate to a maximum not to exceed one hundred eighty five (185) days. Although unused sick leave may not accumulate beyond one hundred eighty five (185) days, the Committee agrees that if at the completion of a work year but not later than June 30 a teacher has unused sick days beyond the one hundred eighty five (185) days the Committee will buy back any unused sick days beyond one hundred eighty five (185) days at the rate of one third (1/3) the teacher's per diem rate. For example, if a teacher completes the work year with the one hundred eighty five (185) sick leave maximum plus an additional ten (10) days, the teacher will be compensated at the rate of one third (1/3) the teacher's per

diem rate for ten (10) days. If a teacher retires with the Massachusetts Teachers Retirement Board (MTRB) prior to the conclusion of the work year, said teacher will be entitled to the buy back in accordance with the above requirements. In the event of the death of a teacher, the buy back shall be paid to the teacher's estate in accordance with the above requirements. These additional days beyond one hundred eighty five (185) days may not be rolled over into the next work year.

C. Sick leave days are for personal illness or injury, the nature of which prohibits the teacher from carrying out the duties and responsibilities of the teacher's position. Sick leave days are essentially a form of insurance protection for the teacher and a right to continued compensation while absent, but only when the absence of the teacher arises from a bona fide sickness, illness or injury which prevents the teacher from reporting for work and performing his/her duties. The administration may require a teacher to provide a physician's certificate after the teacher has used three (3) consecutive days of sick leave, if there is a pattern of sick leave use, if abuse of sick leave is suspected, or in accordance with the F.M.L.A. of 1993. In the event of a pattern of sick leave use and/or if abuse of sick leave is suspected, the administrator shall give prior notice to the teacher that a physician's certificate would be required upon any further use of sick leave.

D. Full time and part time teachers who are employed for a work year of less than one hundred eighty five (185) work days shall be entitled to and granted sick leave prorated to the time they are employed and compensated.

E. Sick leave shall be paid at the rate of the teacher's per diem rate of pay under his/her personal employment contract, irrespective of the full-time or part-time employment status of the teacher. Accumulations of sick leave of teachers who change from fulltime to part-time status (or vice versa) or who otherwise change in the pro-rated basis of part-time status shall not be increased or decreased as a result of such changes.

F. Notwithstanding the limitations set forth in section C of this article (above), the Committee authorizes teachers to use up to thirty (30) of their sick leave days per school year (see Section A above) in instances of family emergency, but only with prior approval of the Principal and Superintendent. In the sole discretion of the Superintendent, a teacher may be authorized to use more than thirty (30) of their sick leave days. Family emergency shall mean an illness or injury to a member of the teacher's immediate family, as defined in the F.M.L.A. of 1993, which requires the absence of the teacher from school in order to provide necessary care to the afflicted family member.

G. Sick Leave may be transferred from one teacher to another teacher provided:

- 1) To qualify for extended sick leave the recipient must have completed three full years of employment by HRSD;
- 2) The recipient must have exhausted his/her own sick leave;
- 3) The recipient must have been absent due to personal illness for at least ten (10) consecutive work days;
- 4) Recipient can only receive one week (5 days) of transferred sick leave per completed years of service not to exceed one full year of paid extended sick leave for each illness.
- 5) Each teacher may elect to donate up to thirty (30) days of sick leave per case. Those electing to do this must make their wishes known to the principal in writing prior to the recipient exhausting his/her regular sick pay.
- 6) To be eligible for donated days, the recipient must have accumulated at the beginning of the prolonged illness at least twenty percent (20%) of the maximum accumulated sick leave available to the bargaining unit member since his/her employment or at least twenty percent (20%) of the maximum accumulated sick leave available to the bargaining unit member since his/her last prolonged illness.
- 7) Approval is at the discretion of the Superintendent of Schools and will be reviewed on a case by case basis after verification of sick day availability with the District Payroll Department.

ARTICLE XIV - BEREAVEMENT LEAVE

A teacher will be granted up to five (5) days of paid leave for bereavement. Authorization will be made by the principal. Additional bereavement leave may be granted at the discretion of the Superintendent.

ARTICLE XV - PROFESSIONAL LEAVE

At the discretion of the Principal and the Superintendent, teachers shall receive grants of professional leave for the purpose of visiting other schools, or participating in programs of professional value to the teacher and of benefit to the students. Teachers shall submit written application for such grants to the Principal at least one week prior to the proposed leave. Applications must set forth how the teacher and school district will benefit from the proposed visitation or program.

ARTICLE XVI - PERSONAL LEAVE

Up to three (3) days of paid leave for, e.g., religious observances, personal, legal, and business affairs, etc... is provided for each teacher per school year, subject to the following conditions:

1. Absence during the work day is necessary.
2. Except in cases of emergency, personal leave must be applied for at least five (5) days in advance of the proposed date(s) of leave.

Application for personal leave shall be in writing and directed to the Principal and Superintendent who shall answer the same as soon as possible but no later than four school days. Grants of personal leave are subject to the approval of the Principal and Superintendent.

Any unused personal days shall accumulate as sick leave at the end of each school year, applied to each teacher's personal accumulation of sick leave effective the first year of the following school year, subject to the rules of maximum accumulation under Article XIII. Unused personal days are eligible for buy back if the teacher meets the requirements contained in Article XIII(B).

ARTICLE XVII - SABBATICAL LEAVE

During the seventh, or following year, of satisfactory service to the Committee, a teacher may apply for Sabbatical Leave. Sabbatical Leave may be granted to a teacher who has completed at least seven (7) years of satisfactory service to the Committee, and subject to the following provisions and conditions:

1. Sabbatical Leave applications shall be in writing, directed to the Superintendent and received by him/her not later than one (1) year prior to the commencement date of the proposed Sabbatical Leave. Such application must include a statement of how the proposed leave will fulfill a valid educational need of the teacher and how the proposed leave will benefit the school.
2. Sabbatical Leave may be granted to a teacher, but only if the Superintendent deems the proposed Sabbatical Leave as fulfilling a valid educational need of the teacher and of benefit to the school district.
3. If the Sabbatical Leave is for a term or period of six (6) months, the Committee shall pay to said teacher on a Sabbatical Leave, full salary payment subject to the provisions of Article VII. If the Sabbatical Leave is for a term or period of twelve (12) months, then the Committee shall pay to the teacher on Sabbatical Leave, half salary payment [i.e., fifty percent (50%)] of salary, subject to the provisions of Article VII.
4. For the purpose of computing salaries paid to teachers on Sabbatical Leave, the attached salary schedules shall apply, and step and personal preparation column placement shall be by rule of Article VII. The awards of increments during and following Sabbatical Leave shall not be denied solely on the account of the Sabbatical Leave of Absence.
5. Upon return from Sabbatical Leave, the teacher agrees, as a condition of the award of paid Sabbatical Leave, to return and teach at least two (2) full years at the Hawlemont Regional School District.

6. Nothing in this Article shall be construed to compel the Superintendent to grant Sabbatical Leave and any previous failure by the Superintendent to grant such leave shall have no bearing on any subsequent reapplication by a teacher for such leave.

ARTICLE XVIII - JURY DUTY LEAVE

Teachers who are called to state or federal jury duty shall be granted paid leaves of absence only for the term of required service on the jury. Such teachers called to jury duty shall have all of the rights set forth in the General Laws of the Commonwealth that pertain to municipal employees called to serve on juries. Teachers shall reimburse the Committee for any salary earned or received from any state or federal source on the account of such service on a jury as a condition of the paid leave of absence. Teachers reporting for jury duty, for any length of time, do not have to work that day, and will receive normal pay for that day. If a teacher is notified that he/she may be called for jury duty, the teacher must notify the principal immediately, and provide a copy of the juror notification. Teachers are expected to keep the principal informed of all communications regarding their service as a juror so that plans may be made for covering such absences. If the teacher is notified the day prior to jury duty that he/she is not required to serve, the teacher is required to notify the principal and report to work. In order to receive compensation, the teacher must provide the principal with a juror service certificate showing proof of juror service for those days.

ARTICLE XIX - UNPAID LEAVE

Teachers with professional teacher status and who are employed as full-time teachers shall be granted a leave of absence for up to one (1) year provided:

- 1) Application for such leave is received in writing by the Principal and Superintendent as soon as possible but said request must be received no later than May 1st prior to the school year that the leave would take effect;
- 2) Not more than one teacher per year shall be granted such leave;
- 3) No individual teacher shall be granted such leave more than once in a ten year period except for maternity leave of absence.
- 4) The Committee agrees to abide by the terms of the Family and Medical Leave Act, the Domestic Violence Leave Act, the Small Necessities Leave Act, and the Massachusetts Parental Leave Act. The Committee's policies regarding said laws are available in the Principal's Office.

ARTICLE XX - GROUP INSURANCE

A. Eligible employees, as determined by the Group Insurance Commission (GIC), will receive health insurance benefits through the GIC in accordance with the 9/28/07 Public Employee Committee (PEC) GIC Memorandum Agreement between the School Committee and the PEC. New employees may join a health insurance plan in accordance with G.I.C. regulations. Once hired, employees may switch plans only on the Anniversary date, or due to a change in family status (qualifying event). A change in family status for this purpose includes marriage, birth of a child, divorce, death of a spouse or child, termination of employment of a spouse and such other events that the health insurance carrier determines will permit a change of plans. You must notify the Central Office within thirty (30) days of the qualifying event.

B. The Committee agrees to provide group contributory dental and dental health insurance consistent with the provisions of Chapter 32B of the General Laws of the Commonwealth.

The Committee also agrees to maintain the level of benefits accepted by vote of the Committee at its September 13, 1988 meeting (Master Dental, Blue Cross/Shield of Massachusetts at October 1, 1988 or equivalent). The contributory rate of premium payment for such dental and dental health insurance by the Committee shall be seventy five per cent (75%) of the total premium assessed by the insurer for the level of benefits as set forth herein. Employees shall assume responsibility for the payment of the balance of the premium, in conformity with the provisions of Chapter 32B of the General Laws of the Commonwealth. If a supplemental and/or higher coverage dental and/or dental health insurance plan is offered, employees may

participate in such plan if employees assume responsibility for the payment of the full cost of such plan (i.e., the difference between the regular dental insurance plan and the supplemental and/or higher coverage plan). If the regular dental insurance plan is no longer available to the District, the current dollar amount being contributed by the District toward the premium cost of the regular plan will be converted to a percentage of the premium cost of the supplemental and/or higher coverage dental and/or dental health insurance plan. For example, if the District was contributing \$250 toward the regular plan and the supplemental plan premium was \$1,000, then the District would contribute 25% toward the cost of the supplemental plan premium.

C) If an employee chooses not to participate in the group health insurance plan for active employees, (s)he shall be entitled to a \$1200 payment for that school year.

ARTICLE XXI – HAWLEMONT, AGRICULTURE, AND YOU (HAY)

Each bargaining unit member shall be entitled to up to Two Hundred Fifty Dollars (\$250) per school year for the completion of HAY duties for the period of time that the HAY program exists. Said duties must be pre-approved by the Principal, and shall not be unreasonably denied. Bargaining unit members must complete time sheets reflecting the duties associated with HAY. The rate of compensation shall be Twenty-Five Dollars (\$25) per hour.

ARTICLE XXII - ZIPPER CLAUSE

The parties acknowledge that during the negotiations that resulted in this Contract, 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, The Committee and The Association for the life of this Contract, each voluntarily and unqualifiedly waives the right to reopen negotiations on any subject matter covered by this Contract, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Contract, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Contract. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time. IN WITNESS THEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

HAWLEMONT REGIONAL SCHOOL DISTRICT COMMITTEE:

BY: Marguerite Parocent 5-8-18
Chairperson Date

HAWLEMONT TEACHERS ASSOCIATION:

BY: Susan Mead 5-8-18
President Date

FY2018**1%**

STEP	BA	BA+15	MA	MA+15	MA+30
1	\$ 41,661		\$ 44,079	\$ 45,012	\$ 47,346
2	\$ 43,196		\$ 45,640	\$ 46,559	\$ 49,121
3	\$ 44,731		\$ 47,202	\$ 48,110	\$ 50,897
4	\$ 46,259		\$ 48,766	\$ 49,659	\$ 52,673
5	\$ 47,795		\$ 50,322	\$ 51,207	\$ 54,451
6	\$ 49,327		\$ 51,884	\$ 52,758	\$ 56,228
7	\$ 50,860		\$ 53,445	\$ 54,306	\$ 58,004
8	\$ 52,391		\$ 55,006	\$ 55,857	\$ 59,780
9	\$ 53,925		\$ 56,565	\$ 57,404	\$ 61,555
10	\$ 55,457		\$ 58,123	\$ 58,956	\$ 63,331
11	\$ 57,872		\$ 59,684	\$ 60,504	\$ 65,109
12	\$ 58,667		\$ 61,245	\$ 62,053	\$ 66,886
13	\$ 59,168		\$ 63,557	\$ 64,344	\$ 69,310
14	\$ 59,667		\$ 64,340	\$ 65,126	\$ 70,094
15	\$ 60,861		\$ 64,841	\$ 65,628	\$ 70,598
16	\$ 62,078	\$ 63,128	\$ 65,341	\$ 66,129	\$ 71,100

* Effective July, 2017, the BA+15 and Doctorate columns shall be eliminated. However, any bargaining unit member who was on the BA+15 column on June 30, 2017 shall be allowed to remain on said column.

FY2019

2%

STEP	BA	BA+15	MA	MA+15	MA+30
1	\$ 42,495		\$ 44,961	\$ 45,912	\$ 48,293
2	\$ 44,060		\$ 46,553	\$ 47,490	\$ 50,104
3	\$ 45,625		\$ 48,146	\$ 49,073	\$ 51,915
4	\$ 47,184		\$ 49,741	\$ 50,652	\$ 53,726
5	\$ 48,751		\$ 51,329	\$ 52,231	\$ 55,540
6	\$ 50,314		\$ 52,921	\$ 53,814	\$ 57,352
7	\$ 51,877		\$ 54,514	\$ 55,392	\$ 59,164
8	\$ 53,439		\$ 56,106	\$ 56,974	\$ 60,975
9	\$ 55,003		\$ 57,696	\$ 58,552	\$ 62,787
10	\$ 56,566		\$ 59,286	\$ 60,135	\$ 64,598
11	\$ 59,029		\$ 60,878	\$ 61,714	\$ 66,411
12	\$ 59,840		\$ 62,470	\$ 63,294	\$ 68,224
13	\$ 60,351		\$ 64,828	\$ 65,631	\$ 70,696
14	\$ 60,860		\$ 65,627	\$ 66,428	\$ 71,496
15	\$ 62,078		\$ 66,138	\$ 66,940	\$ 72,010
16	\$ 63,319	\$ 64,391	\$ 66,648	\$ 67,451	\$ 72,522

* Effective July, 2017, the BA+15 and Doctorate columns shall be eliminated. However, any bargaining unit member who was on the BA+15 column on June 30, 2017 shall be allowed to remain on said column.

FY2020

2%

STEP	BA	BA+15	MA	MA+15	MA+30
1	\$ 43,345		\$ 45,860	\$ 46,830	\$ 49,259
2	\$ 44,941		\$ 47,484	\$ 48,440	\$ 51,106
3	\$ 46,538		\$ 49,109	\$ 50,054	\$ 52,953
4	\$ 48,128		\$ 50,736	\$ 51,665	\$ 54,800
5	\$ 49,726		\$ 52,355	\$ 53,276	\$ 56,651
6	\$ 51,320		\$ 53,980	\$ 54,890	\$ 58,499
7	\$ 52,914		\$ 55,604	\$ 56,500	\$ 60,348
8	\$ 54,507		\$ 57,228	\$ 58,114	\$ 62,195
9	\$ 56,103		\$ 58,850	\$ 59,723	\$ 64,042
10	\$ 57,698		\$ 60,472	\$ 61,338	\$ 65,890
11	\$ 60,210		\$ 62,095	\$ 62,948	\$ 67,739
12	\$ 61,037		\$ 63,720	\$ 64,560	\$ 69,588
13	\$ 61,558		\$ 66,125	\$ 66,944	\$ 72,110
14	\$ 62,077		\$ 66,939	\$ 67,757	\$ 72,926
15	\$ 63,319		\$ 67,461	\$ 68,279	\$ 73,450
16	\$ 64,586	\$ 65,679	\$ 67,981	\$ 68,800	\$ 73,972

* Effective July, 2017, the BA+15 and Doctorate columns shall be eliminated. However, any bargaining unit member who was on the BA+15 column on June 30, 2017 shall be allowed to remain on said column.