

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**SALEM SCHOOL COMMITTEE**

**and**

**SALEM ADMINISTRATORS' ASSOCIATION**

**July 1, 2025 – June 30, 2028**

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## **PREAMBLE**

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

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

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

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

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

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

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

RESOLVED: That it is agreed as follows:

# **ARTICLE I: ASSOCIATION RECOGNITION, JURISDICTION AND DEFINITIONS**

## **A. Association Recognition**

The Salem School Committee recognizes the Salem Administrators' Association as the exclusive representative for all persons in the Administrators' Bargaining Unit which consists of all full-time and regular part-time administrative employees of the Salem School Committee including the following: Assistant Principals and similar positions, Directors and similar positions, Department Heads and similar positions, and Supervisors and similar positions, Athletic Director, Director of Social Emotional Learning, Director of Extended Academic and Enrichment Services, and Dean of Students and School Culture, but excluding the Superintendent, Assistant Superintendents, Building Principals, Supervisor of Building Services, Supervisor of Food Services, and all other managerial, confidential, casual, and other employees. Assistant Principals and Directors may be full year or school year (195 days) positions, according to their posting at the time of filling.

## **B. Jurisdiction**

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

## **C. Definitions**

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

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

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

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

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

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

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

#### **D. Official List of Association Representatives**

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

## **ARTICLE II: COMMITTEE RIGHTS CLAUSE**

### **Section A.**

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

### **Section B.**

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

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

### **Section C.**

The failure of the Committee and/or the Superintendent to exercise any right or power hereby reserved to it, or him/her, or the exercise by it or him/her of any such right in a

particular manner shall not be deemed a waiver nor a restriction of any such exercise of rights.

#### **Section D.**

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

### **ARTICLE III: SALARY AND RATES OF PAY**

#### **A. Administrative Salaries**

##### **1. Salary Schedule**

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

##### **2. Step Increments**

- a) A newly appointed Administrator shall advance to the next step of the salary schedule following each year of service.
- b) New employees to the Salem Public Schools shall be credited with one step if they are certified or deemed to be bilingual and/or biliterate via employer approved certification process and/or test.
- c) New employees to the Salem Public Schools shall be credited with one step if they are a graduate of Salem Public Schools.
- d) New employees to the Salem Public Schools shall be credited with one step for active United States military service not less than two years.
- e) Employees are eligible to receive any and all step credits for which they are eligible under subsections (a), (b), (c) and (d) above.

##### **3. Educational Incentive Program**

- a) Any Administrator who is awarded a CAGS or has earned either sixty (60) or thirty (30) credits beyond a Master’s Degree, or who is awarded an Ed.D or Ph.D shall be compensated therefor in accordance with Appendix A.



- b) In order to be eligible for any payment under paragraphs (a) or (b) above, an Administrator must provide documentation of said degree or credits by October 1 in any given school year.
- c) Additional services performed by bargaining unit members, which administration has approved and deemed necessary as they are educational in nature and performed during the work year, will receive a differential in salary. Salary differentials will be provided for the following services at the following rates:

504 Coordinator will receive a \$5000 annual differential

- d) Active employees and new employees who are certified or deemed to be bilingual/biliterate via employer approved certification process and/or test shall receive an annual stipend of one thousand five hundred dollars (\$1,500.00). The expectation is that employees that receive this stipend will support building-based and district wide multilingual communication needs. The stipend will be prorated if the member earns their certification after the 91<sup>st</sup> school day to \$750.

### **B. Acting Principal**

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

### **C. Acting Director**

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

### **D. Mileage for Administrative Staff Members**

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

### **E. Severance Pay**

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

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

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

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

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

#### **F. The Administrative Year**

Subject to the approval of his/her immediate supervisor, each Administrator is vested with discretion to determine the allocation of his/her time within the work year that is necessary to fulfill the responsibilities and requirements of his/her position. The full year Administrators work year shall be July 1 through June 30. Administrators on a 195 day “school year” contract will be expected to be in attendance for two (2) days immediately preceding the date on which the teachers’ work year commences, for one (1) day immediately after the school year closes and an additional seven (7) days during school vacation weeks and/or the summer months that will be scheduled prior to July 1 with prior approval from the Administrator’s supervisor, inclusive of any districtwide or school-based leadership and operations meetings that the Superintendent or Administrator’s supervisor deems mandatory for the Administrator. In the event that the one hundred ninety-five (195) day Administrator works the additional seven (7) days or any part thereof during the summer months, his/her compensation is to be paid at the rate in effect during the preceding school year. In the event such Administrator resigns or retires and has not worked all or part of the additional seven (7) days, his/her final pay shall be reduced by the number of days not worked. Given prior approval by the Superintendent, any additional days of work will be paid on a per diem basis.

##### **1. Vacation**

Each Administrator employed on a full-year basis is guaranteed five (5) weeks’ vacation per work year. Full year Administrators will coordinate vacation with their respective Principal, where applicable. Requests for vacation during periods when schools are in session must receive approval of the Principal (as applicable) and the Superintendent or his/her designee. A full year Administrator may carry over twenty (20) vacation days to the following year.

In no event may an Administrator have more than forty-five (45) days of vacation accrued at any time during the work year.

## **2. Holidays**

The following days shall be paid holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day, providing said day occurs during normal working hours.  
Christmas Day  
New Year's Eve Day, providing said day occurs during normal working hours.  
"Any other day that may be declared a holiday by the Governor of the Commonwealth, the General court, or the City of Salem."

## **G. School Closings**

On days that schools are closed to students due to inclement weather or other unscheduled reason all full year administrators are expected to work. It is understood that such work will be remote, unless the Superintendent requires the full year administrators to report to work in person. In the event that the Superintendent requires in-person work on days when schools are closed to students due to inclement weather or other unscheduled reasons, said full year administrators will be permitted to report to work one (1) hour after their normal reporting time. If an administrator elects not to report to work due to safety or personal reasons, or is unable to work due to illness, on a day when schools are closed to students, the day will be deducted from the administrator's available applicable leave.

## **H. Overnight Field Trips**

Employees accompanying students on School Committee approved overnight curricular field trips shall receive additional compensation in the amount of \$150 dollars for each overnight spent for domestic trips only and for a maximum of five (5) nights per employee per trip upon the submission of a signed overnight trip form. This provision does not apply to club and extracurricular overnight field trips.

## **I. Deans**

The Parties agree to the following with respect to the Dean position:

1. Dean could only serve as a secondary evaluator if they had the proper DESE licensure.
2. Any applicant who applies for an Assistant Principal position and is selected for an Assistant Principal position shall not be hired as a Dean.
3. No current Assistant Principal shall be demoted to a Dean position.
4. The Parties agree that by creating the Dean position, it is agreed that there is no intent by either party to replace or supplant the bargaining unit position of Assistant Principal with the position of Dean.

## **ARTICLE IV: SUPPLEMENTAL BENEFITS**

### **A. Health Insurance**

1. Employees shall be provided health insurance in accordance with the Public Employee Committee Agreement attached in Appendix C.
2. The cost sharing provisions set forth in Appendix C are subject to negotiations only between the City and Salem Public Employee Committee and not individually with the Salem Administrators Association.
3. In the event the City of Salem ceases to participate in the Group Insurance Commission Health Insurance Coverage, then the cost sharing and plan to design of health insurance coverage shall be subject to collective bargaining pursuant to General Laws, Chapter 32B, Section 23.

### **B. Life Insurance**

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

### **C. Pension**

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

#### **D. Workmen's Compensation**

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

#### **E. Tax-Sheltered Annuities**

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

#### **F. Professional Membership Expenses**

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

#### **G. Tuition Reimbursement**

All members of the Bargaining Unit are eligible for course reimbursement for one (1) course taken per year at an accredited college or university at not more than the per credit tuition cost as established by Salem State University as of September 1 of the academic year in which the course is taken. All members of the Bargaining Unit are eligible for further course reimbursement for a second course taken in the same year at an accredited college or university to the extent that the total reimbursement for both courses does not exceed the aggregate cost of two (2) courses at Salem State University. Reimbursement for one or both courses are conditioned upon the following:

1. The tuition reimbursement year shall be September 1 to August 31
2. Requests for reimbursement shall be submitted to the Superintendent of Schools or his/her designee for approval, prior to the taking of the course. Such request shall be submitted upon a form provided by the Superintendent of Schools.
3. Administrators must receive a B or better in order to qualify for reimbursement. Proof of the grade and proof of payment must be submitted prior to the award of reimbursement. The administrator is responsible for notifying the Superintendent of any resulting eligibility for movement on the salary scale.
4. All proof of grades and other associated requested information shall be submitted to the Superintendent or his/her designee prior to November 15 of each year in order to be eligible for reimbursement on/by December 15 of the same year. Reimbursement shall be made only for a course (s) taken during the tuition reimbursement year.

## **H. Longevity Pay**

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

<u>Years of Service</u>	<u>Payment/Stipend</u>
17	\$2,550
15	\$2,250
13	\$1,950
11	\$1,650
9	\$1,350
7	\$1,050
5	\$750
3	\$300

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

## **I. Sick Leave Buy Back**

1. Effective January 1, 2013, employees hired on and after said date shall be eligible to buy back, in January of each year, up to two (2) days per year, if the employee has not used fifty percent (50%) of his or her sick leave accrued for the prior calendar year. The daily rate paid shall be two hundred fifty dollars (\$250.00).
2. Effective January 1, 2013, employees hired before said date and who have attained ten (10) years of service, shall be eligible to buy back fifty percent (50%) of sick leave accrued up to forty-five (45) days at one hundred twenty-five (\$125.00) a day. To be eligible to buy back such days, the employee must have at least thirty (30) days remaining on the books following such buy back.
3. Effective January 1, 2013, employees hired for employment in the District before said date and who have attained five (5) years of service shall be eligible to buy back up to forty-five (45) days at sixty-five dollars (\$65.00) a day. To be eligible to buy back such days, the employee must have at least fifteen (15) days left on the books following such buy back.
4. Any days bought back under the above provisions shall reduce the number of days payable to the employee at the time of retirement by the number of total days bought back.

5. Any payments made to an employee under these provisions may be deposited directly into an employee deferred compensation account at the employee's discretion.
6. The Sick Leave Buy Back Plan is voluntary

#### **J. Payroll**

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

### **ARTICLE V: LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. The full year administrator shall be granted eighteen (18) sick days per year (195 day administrators, 15 days) at the beginning of the contracted year. An administrator who has been out due to personal illness for more than five (5) consecutive days will be required to provide a doctor's note to the human resources office.
2. Using sick leave for any reason other than being sick is considered an abuse of sick leave. Excessive, patterned misuse of sick leave also may be considered an abuse of sick leave. Abuse of sick leave may be cause for dismissal and forfeiture of cash compensation for unused sick leave.
3. At the end of sixty (60) consecutive days the School Committee may, as its prerogative, require that a physician representing the School Committee be allowed to examine the person and report his/her findings to the Superintendent.
4. No member of this unit shall lose sick pay as a result of the hiring of a substitute.
5. Total accumulated sick days will be accessible to all administrators via their login on MUNIS or similar tracking system that is used by the District.
6. Administrators must report to their Supervisor or his/her designee prior to the start of the work day or as soon as practicable if they will be absent from work due to illness.

## **B. Family Medical Leave**

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

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

This leave may be taken intermittently when medically necessary.

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

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

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

### **a. Family and Medical Leave**

The purpose of family and/or medical leave is:

- To care for the employee's child within one year of birth, adoption or the initiation of foster care;
- To care for a child (who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability), a spouse, or a parent with a serious health condition;



- The employee's own serious health condition that makes the employee unable to perform his/her job;
- Qualifying exigencies may arise when the employee's spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to cover active duty. For purposes of qualifying exigency leave, an employee's son or daughter on covered active duty refers to a child of any age;
- Military caregiver family leave is to care for the spouse, parent, child, or next of kin of a service member who suffered a serious injury or illness while on active duty.

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

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

FMLA leave does not include periods of time when employees do not regularly work, such as, for 195-day administrators, those days that are not included within their 195-day work year, or, for all administrators, the paid holidays enumerated in Article III. F.

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

When leave is foreseeable, employees are required to complete the FMLA request forms of the requested leave as early as possible, and no later than thirty (30) days prior to the beginning of the leave. If thirty (30) days'

notice is not practicable, such as because of lack of knowledge, a change in circumstances, or medical emergency, written notice must be given as soon as practicable.

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

b. Twelve-Month Period Defined

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

**C. Sick Leave Bank**

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

1. The membership in the Bank shall be voluntary.
2. An employee must be a member of the Bank in order to be eligible to draw days from the Bank.
3. The number of days to be contributed by each employee who wishes to participate in said Bank.
4. The means in which an employee may join the Bank.
5. The means in which employees shall restock the Bank.
6. That employees who are members of the Bank and who have exhausted their own personal sick leave cannot draw from said Bank until after the expiration of five (5) consecutive payless sick days and further provided the illness is certified by a physician selected by the School Committee.
7. An employee, on maternity leave for non-medical reasons, is not eligible to draw days from the Bank.
8. An employee on paternity leave is not eligible to draw days from the Bank.

9. An employee shall not be entitled to draw more than one hundred eighty (180) consecutive days from said Bank.
10. The Sick Bank Committee shall be made up of an appointed representative of the Salem Administrators' Association, the District Director of Nursing Services and the Superintendent or his/her designee.
11. The Sick Bank Committee shall be responsible for reviewing all written requests from eligible members of the Salem Administrators' Association to access additional sick time. Their decision on such matters shall be considered final and not subject to the grievance process.

#### **D. Parental Leave**

All members who have been employed by the school district for at least three (3) months are eligible for parental leave for the birth or adoption of a child. Massachusetts law requires employers with six or more employees to provide eight weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. All members are eligible for parental leave and members who are eligible for time under FMLA may receive a total of twelve weeks. Below outlines how members may be paid for some or all of this leave time.

1. For calculation of the paid benefit and use of sick time as outlined below, the twelve-week period shall commence upon the arrival of the child or birth of the child and shall run consecutively from the arrival or birth of the child.
2. All eligible members shall receive up to four (4) consecutive weeks of paid Parental Leave, not deducted from sick time.
3. All eligible members may take up to four (4) additional consecutive weeks of paid Parental Leave paid at 50% of their base wages on regular hours worked. Members may use accrued sick and/or personal leave to supplement the above compensation up to 100% of pay.
4. Members may use up to four (4) additional weeks of consecutive accrued personal sick leave without providing medical documentation of continuing disability.
5. If both parents are employees of the Salem Public Schools, both members will be entitled to the full parental leave per this article.
6. When calculating the twelve-week period under this section of the contract, the full December, February, and April vacation weeks and the summer vacation period will not count towards the twelve weeks and the clock will toll during those periods. This does not include weeks when there is a weekday holiday (i.e.

Thanksgiving week, Veteran's Day, Memorial Day, etc.). Those weeks shall count as full weeks per this policy. This provision mirrors the federal FMLA process.

7. The provision is prorated for less than full-time employees according to their FTE.
8. Members on parental leave do not accrue any additional sick or personal days during the leave period.

The City of Salem does not currently participate in the Paid Family and Medical Leave (PFML) coverage offered by the state. Should the City of Salem vote to approve M.G.L. c. 175M (Paid Family Leave); the parties agree that this provision shall be null and void and agree to negotiate this section of the contract consistent with the benefits available under the paid parental leave law.

### **E. Workers' Compensation**

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

### **F. Other Leaves with Pay.**

#### **1. Short Term Leave for Personal Business**

In the case of absence for personal reasons, granted in advance by the Superintendent or his agent, a member of the bargaining unit shall receive salary for a period not to exceed three (3) school days annually. Unused personal days shall be converted to sick days and added to the employee's sick leave accrual the following July 1.

#### **2. Sabbatical Leave**

Three-fourths (3/4) paid sabbatical leave for study may be granted following seven (7) years of permanent service, upon recommendation of the Superintendent, with the approval of the School Committee, up to a maximum of three (3) individual leaves per school year. A person who takes a sabbatical year for "study" should pursue a systematic course of study during the entire school year in residence under the auspices of an educational institution approved by the Superintendent of Schools, taking at least ten (10) three-hour courses up through the Master's Level, or their equivalent. Such courses must be listed on the application for sabbatical. Persons granted such leave must agree in writing that services following the leave shall be rendered in the Salem Public Schools for at least two (2) school years, and that in default of completing such service, the Administrator shall refund to the City of Salem an amount equal to such proportion of salary received by him/her while on leave

as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

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

### **3. Short Term Military Leave**

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

### **4. Service Credit for Leave with Pay**

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

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

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

### **5. Leave for Conference, Conventions, etc.**

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

### **6. Leave for Visiting Days**

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

## **7. Religious Holidays**

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

## **8. Bereavement Leave**

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

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

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

## **G. Leave Without Pay**

### **1. General Leave**

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

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

### **2. Leave for Association Service**

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

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

### **3. Military Service**

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

### **H. Sick Leave Bank for Care of Immediate Family Members**

1. Employees may apply for the withdrawal of up to twenty (20) sick days from the sick leave bank for the care of eligible family members, as defined by the FMLA
2. The decisions of the Sick Leave Bank Committee regarding twenty (20) day withdrawals to care for family members are final and not subject to the grievance and arbitrations procedures under the Contract.
3. Retiring employees may donate up to twenty (20) sick days from their unused accrual to the sick bank.

## **ARTICLE VI: WORKING CONDITIONS**

### **A. Administrative Facilities**

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

## **B. Work Day and Duty-Free Lunch**

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

With the prior approval of an administrator's supervisor, such administrator may work remotely on any work day during which their physical presence is deemed, in the supervisor's discretion, to be unnecessary; provided, however, no administrator's remote work days shall exceed four (4) per contract year. Any days deemed by the Superintendent as remote work days, e.g., on snow days, shall not be counted against the 4-day annual cap.

## **C. Evaluations**

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

# **ARTICLE VII: ADMINISTRATIVE AND STAFF RELATIONSHIPS**

## **A. Administrative Personnel Procedure**

1. No report, written or oral, shall be made to the School Committee or its individual members from the Superintendent's office reflecting adversely upon or prejudicial to the professional reputation of an administrative staff member without its first having been discussed with the member. Unless the matter is extremely urgent or serious, this discussion should be held at least one (1) week prior to the submission of the report.
2. Before acting upon the complaint of any administrative staff member, parent, teacher or citizen, lodged against a member of the administrative staff, the Superintendent shall ascertain the facts from both parties and arrange for a conference between them in his/her office in an effort to resolve the matter of complaint. If the administrative staff member so requests, a member of the bargaining unit shall be present.
3. The personal signature of administrative staff members shall be required only on papers pertaining to the specific duties vested in them by the School Committee. On these matters in which the ultimate decision or recommendation is vested in the Superintendent a staff member need not sign a statement, if to do so would



jeopardize his/her professional standing or if the signed statement could later be used to his/her detriment. When administrative functions or duties of the Superintendent are delegated to subordinate administrators beyond their assigned functions, the assignment shall be made in writing with appropriate signature. Final outcomes shall be primarily the Superintendent's responsibility.

## **B. Chain of Command**

1. The chain of command shall be clearly delineated for both professional and non-professional administrative staff members of the school. The duties of the non-professional staff shall be defined in relation to the functions and needs of the professional administrators.
2. All administrators are to be considered equals except in scope of duty. The Principal is the chief administrative agent in his or her school; a Director has charge of his/her special field of subject competency; a Special Education Supervisor has charge of services within their building. The Superintendent or his/her designee and the building Principal shall assign evaluation responsibilities to administrators on an annual basis
3. The judgment of administrators as it pertains to their field of interest and preparation shall be respected as the authority for their subject. In practice it is to be expected that administrators shall consult frequently with teachers in effort to resolve problems of mutual concern.

## **C. Reduction In Force**

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

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

## **ARTICLE VIII: SCHOOL COMMITTEE POLICIES**

### **A. Disciplinary Procedure**

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

## **ARTICLE IX: GRIEVANCE PROCEDURE**

### **PURPOSE:**

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

### **A. Definitions**

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

### **B. Adjustment of Grievances**

#### **1. Procedure**

##### **a. Principal/Assistant Superintendent (Step 1)**

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

##### **b. Superintendent Level (Step 2)**

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

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

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

c. School Committee Level (Step 3)

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

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

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

d. Arbitration Level (Step 4)

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

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

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

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

### **C. General Matters on Grievance**

#### **1. Time Limits**

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

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

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

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

## **ARTICLE X: ASSOCIATION PRIVILEGES AND RESPONSIBILITIES**

### **A. Association Meetings at Individual Schools**

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

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

### **B. Protection of Individual and Group Rights**

1. Nothing contained herein shall be construed to permit an organization other than the Association to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the Grievance Procedure, heretofore set forth in Article IX.

### **C. Association Security**

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

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

## **ARTICLE XI: HANDLING OF NEW ISSUES**

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

### **By the Committee:**

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

### **By the Association:**

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

debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement. This restriction shall not apply to the areas outlined in the Preamble as Subjects for Continuing Consultation.

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

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

## **ARTICLE XII: SAVINGS CLAUSE**

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

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

## **ARTICLE XIII: RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

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

## **ARTICLE XIV: RESTORATION RIGHTS**

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

Principal, Acting Director, or Acting Executive Director will retain indefinitely his/her right to be restored to their bargaining position when the School Committee fills the position in question with a permanent appointment or at the time of the person's retirement from the District.

## **ARTICLE XV: DURATION**

This Agreement and each of its provisions shall be effective as of July 1, 2025, except as otherwise provided in this contract and shall continue in force and effect until June 30, 2028. Negotiations for a successor Agreement will commence no later than December 1, 2027, on all items upon the request of either party filed two (2) weeks prior to December 1.

This agreement is entered into this 7<sup>th</sup> day of April 2025.

For the Committee:

Daniel H. Rogers

Beall

J. H.

Quinn

King C.

W. H.

Mary Hanning

For the Association:

Lyrique H. Pogood, President

David H. H. VICE PRESIDENT

H. O. S. Treasurer

M. M. Secretary

Shana Goldman, secretary

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## APPENDIX A: ADMINISTRATIVE SALARIES

		Full Year			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2024-2025	1	113,442.984	114,694.893	115,946.802	117,396.137
	2	117,178.680	118,430.589	119,682.498	121,178.529
	3	121,187.293	122,439.202	123,691.111	125,237.250
	4	122,385.370	123,637.278	124,889.188	126,450.303
	5	123,609.737	124,861.645	126,113.555	127,689.974
	6	124,845.834	126,110.261	127,374.691	128,966.874

		195 Days			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2024-2025	1	99,198.763	100,450.672	101,702.582	102,973.864
	2	102,556.384	103,808.292	105,060.202	106,373.455
	3	105,970.339	107,222.248	108,474.158	109,830.085
	4	107,018.187	108,270.096	109,522.005	110,891.030
	5	108,088.569	109,340.478	110,592.387	111,974.792
	6	109,169.455	110,433.883	111,698.311	113,094.540

		Full Year			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2025-2026	1	116,846.274	118,135.740	119,425.206	120,918.021
	2	120,694.040	121,983.507	123,272.973	124,813.885
	3	124,822.912	126,112.378	127,401.844	128,994.367
	4	126,056.931	127,346.396	128,635.864	130,243.812
	5	127,318.029	128,607.494	129,896.962	131,520.674
	6	128,591.209	129,893.569	131,195.931	132,835.880

		195 Days			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2025-2026	1	102,174.726	103,464.192	104,753.659	106,063.080
	2	105,633.076	106,922.541	108,212.008	109,564.658
	3	109,149.449	110,438.915	111,728.383	113,124.988
	4	110,228.733	111,518.199	112,807.665	114,217.761
	5	111,331.226	112,620.692	113,910.159	115,334.036
	6	112,444.538	113,746.899	115,049.260	116,487.376

		Full Year			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2026-2027	1	120,351.662	121,679.812	123,007.962	124,545.562
	2	124,314.862	125,643.012	126,971.162	128,558.302
	3	128,567.599	129,895.749	131,223.900	132,864.198
	4	129,838.639	131,166.788	132,494.940	134,151.126
	5	131,137.570	132,465.719	133,793.870	135,466.294
	6	132,448.946	133,790.376	135,131.809	136,820.957

		195 Days			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2026-2027	1	105,239.968	106,568.118	107,896.269	109,244.973
	2	108,802.068	110,130.217	111,458.368	112,851.598
	3	112,423.933	113,752.083	115,080.234	116,518.737
	4	113,535.595	114,863.745	116,191.895	117,644.294
	5	114,671.163	115,999.313	117,327.463	118,794.057
	6	115,817.874	117,159.306	118,500.738	119,981.997

		Full Year			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2027-2028	1	123,962.212	125,330.206	126,698.201	128,281.929
	2	128,044.307	129,412.302	130,780.297	132,415.051
	3	132,424.627	133,792.622	135,160.617	136,850.124
	4	133,733.798	135,101.792	136,469.788	138,175.660
	5	135,071.697	136,439.691	137,807.687	139,530.283
	6	136,422.414	137,804.088	139,185.763	140,925.586

		195 Days			
	Step	BA or MA	MA+30	CAGS or +60	Ed.D/Ph.D/other
2027-2028	1	108,397.167	109,765.161	111,133.157	112,522.322
	2	112,066.130	113,434.123	114,802.119	116,237.146
	3	115,796.651	117,164.645	118,532.641	120,014.299
	4	116,941.662	118,309.657	119,677.652	121,173.623
	5	118,111.298	119,479.293	120,847.287	122,357.878
	6	119,292.411	120,674.085	122,055.760	123,581.457



**Appendix A (continued): Dean Salary Schedule**

195				
	Step	BA	BA+15	MA
2024-2025	1	75,000.000	78,000.000	81,000.000
	2	78,000.000	81,000.000	84,000.000
	3	81,000.000	84,000.000	87,000.000
	4	84,000.000	87,000.000	91,000.000
	5	87,000.000	91,000.000	94,000.000
	6	87,870.000	91,910.000	94,940.000

195				
	Step	BA	BA+15	MA
2025-2026	1	77,250.000	80,340.000	83,430.000
	2	80,340.000	83,430.000	86,520.000
	3	83,430.000	86,520.000	89,610.000
	4	86,520.000	89,610.000	93,730.000
	5	89,610.000	93,730.000	96,820.000
	6	90,506.100	94,667.300	97,788.200

195				
	Step	BA	BA+15	MA
2026-2027	1	79,567.500	82,750.200	85,932.900
	2	82,750.200	85,932.900	89,115.600
	3	85,932.900	89,115.600	92,298.300
	4	89,115.600	92,298.300	96,541.900
	5	92,298.300	96,541.900	99,724.600
	6	93,221.283	97,507.319	100,721.846

195				
	Step	BA	BA+15	MA
2027-2028	1	81,954.525	85,232.706	88,510.887
	2	85,232.706	88,510.887	91,789.068
	3	88,510.887	91,789.068	95,067.249
	4	91,789.068	95,067.249	99,438.157
	5	95,067.249	99,438.157	102,716.338
	6	96,017.921	100,432.539	103,743.501

## **APPENDIX B: RULES AND APPLICATION FOR SICK BANK**

### **Rules and Regulations of Salem Administrators Sick Leave Bank**

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

- (a) Membership in the Bank shall be voluntary.
- (b) An employee must be a member of the Bank in order to be eligible to draw days from the Bank. (See attached Application and Authorization)
- (c) The number of days to be contributed by each employee who wishes to participate in said Bank are set forth in the attached Application and Authorization.
- (d) The means by which an employee may join the Salem Administrators Sick Leave Bank is set forth in the attached Application and Authorization.
- (e) The means by which the Salem Administrators Sick Leave Bank shall be restocked is set forth in the attached Application and Authorization.
- (f) Employees who are members of the Bank and who have exhausted their own personal sick leave cannot draw from the Bank until after the expiration of five consecutive payless sick days. Employees must also submit to the Sick Bank Committee written certification from their treating physician that documents to the Sick Bank Committee's satisfaction the employee's inability to work due to illness or injury for a period of time that reflects the employee's request for days from the Sick Bank.
- (g) An employee on maternity leave for non-medical reasons is not eligible to draw days from the Bank.
- (h) An employee on paternity leave is not eligible to draw days from the Bank.
- (i) An employee shall not be entitled to draw from said Bank more than one hundred and eighty consecutive day.

- (j) The Sick Bank Committee shall be made up of an appointed representative of the Salem Administrators Association, the District Director of Nursing Services, and the Superintendent or his/her designee.
- (k) The Sick Bank Committee shall be responsible for reviewing all written requests from eligible members of the Salem Administrators Association to access additional paid sick leave. Their decision on such matter shall be considered final and not subject to the grievance process.

Approved by the Salem School Committee

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School Committee Chair

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Date

## Sick Leave Bank Application Form

### SALEM ADMINISTRATORS' ASSOCIATION

#### SICK LEAVE BANK APPLICATION and AUTHORIZATION FOR CONTRIBUTION

All Members of the Salem Administrators' Association, not already members, wishing to enroll in the Sick Leave Bank should fill out this form and return it via electronic scan to the SAA President.

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

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

\_\_\_ three (3) sick leave days (full year administrators)

\_\_\_ two (2) sick leave days (195-day administrators)

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

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

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

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

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

## **APPENDIX C: PEC AGREEMENT RE HEALTHCARE COVERAGE**

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF SALEM AND  
THE MGL c32B, Sections 21-23 SALEM PUBLIC EMPLOYEE COMMITTEE  
TO PROVIDE HEALTH INSURANCE THROUGH THE GROUP INSURANCE COMMISSION  
PURSUANT TO MGL c32B, Sections 21-23  
JULY 1, 2025 – JUNE 30, 2027**

***Whereas:***

The City of Salem, including the Salem Public Schools (City), currently provides health insurance benefits to its employees, retirees and survivors (Subscribers) pursuant to MGL c32 B Sections 21-23; and

***Whereas:***

The City, through its Mayor, and the City's Public Employee Committee (PEC) are entering into this written agreement (Agreement) to maintain the City's Subscribers in the Group Insurance Commission (GIC) pursuant to MGL c32B, Section 23, effective July 1, 2025 through June 30, 2027; and

***Now therefore, the City and the PEC agree as follows:***

**1) Purpose of Agreement:**

The purpose of this Agreement is to memorialize the City's provision of health insurance through the GIC.

**2) Enrollment with the GIC.**

The City and Subscribers shall take all necessary and reasonable actions to maintain current and enroll future Subscribers through the GIC effective July 1, 2025 through June 30, 2027.

***For the duration of this Agreement, premium contributions for all Subscribers under the GIC shall be as follows:***

**PLAN**

Non-Medicare Indemnity Plans  
Non -Medicare PPO & POS Plans (Actives and Retirees)  
Non -Medicare HMO Plans (Actives)  
Non-Medicare HMO Plans (Retirees)  
Medicare Indemnity Plans  
Medicare HMO Plans  
All Plans (Survivors)

**CONTRIBUTION SPLIT**

65% City/35% Subscriber  
70% City/30% Subscriber  
75% City/25% Subscriber  
70% City/30% Subscriber  
65% City/35% Subscriber  
70% City/30% Subscriber  
50% City/50% Subscriber

***Premium contributions for teachers retired prior to July 1, 2012 are in compliance with the GIC's regulations under 805 CMR 7.00 Retired Municipal Teachers.***

**3) Health Care Reimbursement Account**

The City agrees to maintain a Health Reimbursement Account (HRA), formerly known as the Employee Health Care Mitigation Fund. This HRA will continue to be administered in compliance with the IRS and ERISA laws by the City's current third-party administrator, Cafeteria Plan Advisors, 120 Longwater Drive, Suite 102, Norwell, Massachusetts 02061.

***The HRA shall be for all Subscribers and will reimburse actual, out-of-pocket costs for the following covered services:***

<b><u>SERVICE</u></b>	<b><u>REIMBURSEMENT</u></b>
Outpatient Surgery Copayment	100% w/max. of \$250.00 per occurrence
Inpatient Hospital Admission Copayment	100% w/max. of \$1,500.00 per occurrence
High Tech Imaging (MRI, CT, PET scans) Copayment	100% w/max. of \$100.00 per occurrence

If the GIC implements increases to the above-referenced service copayments, the HRA reimbursements will be adjusted accordingly. The City agrees to provide updates regarding the HRA to the PEC, as necessary.

**4) Flexible Spending Account**

The City will continue to provide a Section 125 Cafeteria Plan (FSA). The City agrees to pay the annual administrative fee for the FSA for Subscribers who enroll in the FSA for health care expenses.

**5) Health Care Coverage after June 30, 2027**

The maintenance and enrollment of Subscribers to the GIC shall remain in force after June 30, 2027, unless, pursuant to a successor agreement executed by the parties, notice is provided to the GIC in accordance with the GIC's rules regarding the same, that the City will terminate coverage with the GIC.

The City and the PEC agree to meet, at the City's initiation, no later than August 1, 2026, and beyond that date as often as deemed necessary to discuss the provision of health insurance benefits after June 30, 2027. The City agrees to inform the PEC about any action the City takes in accordance with this section.

The City and the PEC agree to consider options outside of the GIC. The City agrees to inform the PEC when the City begins the process of developing a Request for Proposals (RFP) for a new carrier. At the request of the PEC, the City agrees to collaborate with the PEC before finalizing and releasing an RFP from commercial insurance carriers. While the City agrees to consider the PEC's input and recommendations for the RFP, the parties agree the RFP will be prepared and advertised by the City. The City agrees to provide the PEC with a copy of the RFP.

The aforementioned process requires the City to request specific utilization and claims data from the GIC, and the City agrees to provide this information, only to the extent required for discussions with the PEC in accordance with this Section.

**6) Changes During the Term of the Agreement**

The City and the PEC are aware the GIC may eliminate or consolidate health insurance plans that are currently offered to Subscribers during the term of this Agreement. If the aforementioned takes place, in realizing the GIC's actions may adversely affect Subscribers, the City agrees to meet and consult with the PEC in a timely manner and, prior to the implementation of any change by the GIC, to coordinate assistance to Subscribers.

The City agrees to apprise the PEC of Subscribers' options, dates and times of outreach meetings (if necessary), and of the City's efforts to ensure that affected Subscribers have sufficient information to

make informed decisions about their health care choices. The PEC agrees, if needed, to assist the City in such endeavors within their respective memberships.

**7) Severability**

If any provision of this Agreement is found to be unenforceable or unlawful, the remaining provisions are to remain in full force and effect.

**8) Scope and Modification**

This Agreement shall constitute the whole of the Agreement between the City and the PEC. This Agreement may be modified only by written agreement of both parties.

**9) Authorization to Sign Agreement**

Each signatory to this Agreement is authorized to bind the entity they represent. The PEC represents it has the authorization and approval of a majority of the weighted votes of the PEC. This Agreement is binding on all Subscribers and their representatives.

**The City of Salem and its Mayor**


  
\_\_\_\_\_

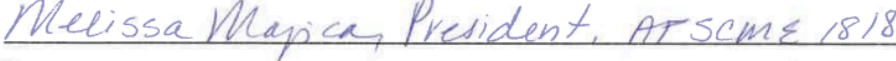
**The City of Salem Public Employee Committee**

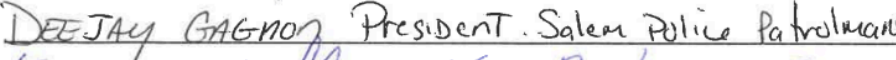
  
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