



Agreement between the Duxbury School Committee

and

The Duxbury Teachers' Association

Instructional Assistants Unit C

September 1, 2018 – August 31, 2021

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ARTICLE I RECOGNITION CLAUSE

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 there under, the Committee recognizes the Duxbury Teachers' Association "Association" as the exclusive bargaining agent and representative of the following employees of the Committee:

All full (defined as those assistants and transitional education coaches who are entitled to benefits, including health insurance) and regular part-time instructional assistants and transitional education coaches.

Unless otherwise indicated, the employee(s) in said Unit above will hereinafter be referred to as the "assistant(s)" or "employee(s)."

Each year prior to July 1, the Association will provide the Committee with a list of the Association's officers.

ARTICLE II COMMITTEE RIGHTS CLAUSE

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Committee except where such right, power, or duty is specifically limited by the Agreement.

ARTICLE III GRIEVANCE PROCEDURE

Definition: For the purpose of this Agreement, a grievance will be defined as a dispute between an assistant and the Committee, or the Association and the Committee, over the interpretation or application of an express, written provision of the Agreement.

Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Level One: An assistant who has a grievance shall submit the grievance in writing to the Principal setting forth the facts of the alleged grievance, the article or articles of the Agreement alleged to have been violated, and the remedy sought. This submission must be filed within fifteen (15) calendar days from the date of which the incident giving rise to the grievance has occurred or when the assistant has knowledge of such incident.

Level Two - Superintendent: If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, said grievant may appeal to the Superintendent or his/her designee within ten (10) calendar days. Such appeal shall be in writing setting forth the details of the grievance, the applicable provision of the Agreement, and the decision, if any, rendered at level one; and said grievant shall also notify the Association of such appeal. Within ten (10) calendar days after receipt of the written grievance by the Superintendent or designee, he/she shall confer with the grievant, at which time the appropriate representatives of the Association may be present.

Level Three - Committee: If the grievant is not satisfied with the decision of the Superintendent or a designee or if no decision has been rendered within ten (10) calendar days after the conference at level two, the grievant may file an appeal to the Committee within ten (10) calendar days. Such appeal shall be made in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at Level Two. Within ten (10) calendar days following receipt of the written appeal, a subcommittee comprised of two (2) members of the School Committee shall confer with the grievant and/or the appropriate representative of the Association. The School Committee shall render its decision at the next regularly scheduled meeting following the conference. If the grievant is not satisfied with the decision, the Association may submit the grievance to arbitration as provided herein, provided, however, the submission to arbitration must be made within thirty (30) calendar days immediately following receipt of the decision of the School Committee.

ARTICLE IV ARBITRATION

The Association or Committee may submit a grievance to arbitration by sending written notice to the American Arbitration Association, with a copy to the other party. The parties will select an arbitrator in accordance with the procedures set forth by the American Arbitration Association.

The arbitrator shall confer with representatives of the Committee and the Association and hold hearings promptly. Further, the arbitrator will render his/her award and the reasons therefore in writing not later than thirty (30) calendar days from the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and briefs are submitted to him/her.

The arbitrator will be without power of authority to make any decision, which is violative of the terms of this Agreement or which exceeds the submission of the grievance to him/her. The decision of the arbitrator will be final and binding on all the parties to the arbitration provided the arbitrator does not usurp the functions of the Committee or the exercise of its judgment and discretion under law and this Agreement.

The cost for services of the arbitration including per diem expenses, if any, actual and necessary travel expenses, and subsistence expenses will be borne equally by the Committee and the Association. The Employer will provide paid leave to an assistant for the period of attendance, so long as the assistant's presence at an arbitration hearing is necessary for the purpose of resolving the dispute.

ARTICLE V PAYMENT OF WAGES

- A. The basic wage schedule for assistants is set forth in Appendix A.
- B. Placement on the Schedule. Initial placement on the salary schedule shall be made by the Superintendent.
- C. Method of Payment. Method of Payment. Assistants will have the option of either twenty one (21) bi-weekly payments, or twenty six (26) bi-weekly payments. If twenty six (26) payments are chosen, twenty two (22) bi-weekly payments will be made by taking the hourly rate from Appendix A, (plus Longevity if applicable), and multiplying it by the scheduled number of hours worked per day, then multiplying the result by the number of work days in the school year (including paid Holidays and

required In-Service days), then dividing the result by twenty six (26) pay periods. The twenty second (22) payment will include twenty second (22) to twenty six (26) payment amounts. If twenty one (21) bi-weekly payments are chosen, twenty one (21) bi-weekly payments will be made by taking the hourly rate from Appendix A, (plus Longevity if applicable), and multiplying it by the scheduled number of hours worked per day, then multiplying the result by the number of work days in the school year (including paid Holidays and required In-Service days), then dividing the result by twenty one (21) pay periods. If an assistant is assigned responsibility for students or other duties during his/her lunch period, such period shall be included as "hours worked".

- D. Longevity. During years seven to ten of employment, assistants will receive twenty cents (\$.20) per hour added to the hourly wage set forth in Schedule A. After ten years of employment, assistants will receive sixty cents (\$.60) per hour added to the hourly wage set forth in Schedule A. After fifteen years of employment, assistants will receive an added eighty (\$.80) to the hourly wage set forth in Schedule A.
- E. Unexpected Early Dismissal/Delayed Openings. If there is an unexpected early dismissal/delayed opening of school due to inclement weather or other unforeseen circumstances, the unexpected early dismissal/delayed opening shall apply to all assistants without loss of compensation.
- F. In-service. In the event an assistant is required to participate in an in-service day, the assistant will be paid at his/her regular hourly rate for the hours of participation.
- G. Direct Deposit. All pay must be processed via direct deposit, and when the Town of Duxbury implements payday will transition from bi-weekly Thursdays to bi-weekly Fridays, and electronic advance of same.
- H. Cafeteria Plan. Effective January 1, 2011, the Committee agrees to make available any benefits that the other employees of the Town of Duxbury enjoy under the cafeteria plan, offered by the Town.
- I. Assistants will be paid fifteen dollars per hour (\$15.00) for class coverage in addition to their regular compensation. Such class coverage shall be scheduled through the school Principal or designee.

ARTICLE VI OVERTIME AND COMPENSATORY TIME

An assistant shall receive one and one-half hours of compensatory time for each hour she/he was required to work by the Principal or the Superintendent's designee in excess of forty (40) hours in one week. Applications to use compensatory time must be made in writing at least two days prior to taking such leave, except in emergency circumstances. Compensatory time must be taken before the end of the school year in which it is earned.

ARTICLE VII EMPLOYMENT AND ASSIGNMENT OF RESPONSIBILITIES

Assistants are employed on a one-year annually renewable basis. At the time of initial employment and annually thereafter, assistants will be given a letter of employment which sets forth the anticipated assignment, including the hours and days on which they will be working. A change in assignment, after the annual notification at the end of the school year, shall only take place in extraordinary circumstances *and only after consultation with the assistant*. At hiring/changing a position, the administration will

provide full disclosure of the job description. In the event the Superintendent/designee receives a written request from an assistant for a particular assignment, such request will be considered. Consideration and assignment are not subject to grievance and arbitration procedures.

After an assistant has worked in the School District for three (3) full and complete consecutive school years and has been reappointed for a fourth school year, his/her employment will be continued unless there is good cause for dismissal. Prior to such, the assistant will be considered a probationary employee.

ARTICLE VIII REDUCTION IN FORCE

In the event of a reduction in force, assistants will be laid off based upon reverse seniority so long as all other factors are substantially equal. Other factors to be considered include but are not limited to training, experience, past performance, the needs of a particular student, and considerations related to a particular assignment. Seniority for the purpose of this article is based upon the assistant's most recent period of unbroken service in the bargaining unit.

Upon written request submitted to the Superintendent/designee, laid off individuals who had been employed beyond the probationary period will be considered for rehire for assignments that become available within three months of the effective date of layoff, such effective date to be the last day of the school year for students unless otherwise specified at the time of layoff. Nothing herein mandates such rehire.

ARTICLE IX TRANSFERS AND VACANCIES

- A. In the case of involuntary transfer from an assignment or building, including when a transfer is necessary because of a reduction in the number of employees in the bargaining unit, employees shall be canvassed for a qualified volunteer before any directed transfer occurs, excluding any assistant who is serving in the capacity of a one-on-one position. Volunteers shall be considered first, on the basis of seniority. The Superintendent shall consider the seniority and qualifications of the employees in the affected area, subject to a reasonable standard. Before any involuntary transfer is made, the Superintendent/designee shall meet with the employee to state the reasons therefore, and if the employee so requests a representative of the Association shall be present at said meeting.
- B. The Superintendent/designee shall develop opportunities and incentives for recruiting and retaining instructional assistants to highly specialized programs. Any monetary or other contractual benefit/incentives will be negotiated. All new or interested employees may obtain a copy of the job description/responsibilities posted on the Duxbury School Department's website by human resources department.

ARTICLE X PERSONNEL FILES

- A. Personnel Files: Assistants will receive a copy of any materials that are in their personnel files, at no charge, within five (5) business days of their request. Should an assistant wish to place a response to an item in the file, he/she may do so by forwarding the item he/she wishes placed in the file to the Superintendent or designee within ten (10) business days of receipt of the documents to which he/she is responding.

An assistant may review his/her own personnel file upon written request at any time during which the Central Administration Office is open, provided that the Superintendent or designee is available. If immediate access is not practicable, an opportunity for the assistant to review his/her personnel folder will be scheduled within two (2) business days of the initial request.

No material, originating after initial hiring, which is derogatory to an assistant's conduct, service, character, or personality, will be placed in the assistant's personnel file unless the assistant has been afforded an opportunity to review the material. The assistant shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The assistant will also have the right to submit a written response to such material, and the response will be reviewed by the Superintendent and attached to the file copy.

- B. Complaints: Any written complaints regarding an employee received by the Superintendent or the Principal from any parent, student, or other person will be called to the attention of the employee within five (5) school days of (1) receipt or (2) of the time it comes under consideration as a basis for an entry in the employees' personnel file (which ever comes last).
- C. Evaluation: Evaluation reports shall be communicated orally and in writing to the person being evaluated. The assistant may, at his/her option, have a conference with the evaluator prior to signing the completed evaluation form. The assistant shall sign to acknowledge s/he has received a copy of the evaluation. Such signature in no way indicates agreement with the report. The assistant may submit a written response to the report. The assistant will have the right to submit a written response for review by the Superintendent and attached to the file copy.
All monitoring or observation of the work performance of an assistant will be conducted openly and with full knowledge of the assistant, i.e., no public address audio system, or other device permitting monitoring or observation of work performance shall be employed for the purpose of evaluation unless the assistant and the evaluator agree that such devices be used.

ARTICLE XI USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The Superintendent shall be notified in advance of the time and place.
- B. The Association may use an existing bulletin board in the faculty lounge of each school building for the purpose of displaying notices, circulars and other Association material. All Association notices shall be signed by the appropriate Association representative.

ARTICLE XII LEAVES

- A. Sick Leave. Each assistant will be credited with Sick Leave on the basis of twelve and one-half (12.5) with each school year.

All Sick Leave may be accumulated to a total of 130 days. Each assistant will have access to Sick Leave balances.

The Principal or supervisor may require medical certification for absences.

In the event an assistant is hired to fill a teaching position, the assistant will carry over to Unit A all accumulated sick days and sick bank benefits.

Assistants will be eligible for a Sick Leave Buyback payment of \$1,500.00 upon retirement providing the assistant retires following at least 20 years of service, and has the maximum 130 accumulated sick days.

- B. Funeral Leave. Funeral Leave will be granted at the discretion of the Superintendent or designee. Except under unusual circumstances, Funeral Leave will be as follows:

Up to five (5) work days: death of a spouse, child, parent, brother, sister or member of the household related by blood or marriage.

Up to three (3) work days: death of mother/father-in-law, brother/sister-in-law, son/daughter-in-law, grandchild, or grandparent chargeable to Sick Leave.

- C. Personal Emergency Business: Two (2) days for Personal Emergency Business per year, with pay may be granted. This leave is non-cumulative. Requests for Personal Emergency Business days must be made in writing to the Superintendent or designee at least forty-eight (48) hours in advance. Personal Emergency Business days may not be taken on the day before or day after a vacation or holiday. In the event of an emergency situation, the forty-eight (48) hour notice may be waived at the sole discretion of the Superintendent.

An additional personal day may be granted at the discretion of the Superintendent for a religious holiday. This restriction shall not apply to college/university graduations of the assistant, his/her spouse and/or children. Although no reason need to be given for such personal leave day, written notice must be given to the Superintendent by the assistant at least 48 hours before the day the leave is to be taken.

Assistants will be able to carry over one (1) Personal Emergency Business day per year if not used during the school year. The maximum number of Personal Emergency Business days and assistant can have at any given time is three (3).

- D. Jury Duty. In the event that an assistant is required to serve Jury Duty, the assistant will be paid the difference between the assistant's regular wages and any compensation received for Jury Duty.
- E. Child-Bearing Leave. An employee may request up to eight (8) weeks of parental leave without pay for the birth, adoption, or placement of a child provided that the employee has completed ninety (90) consecutive working days in the school system. Paid sick leave, to the extent available pursuant to Article XII.A, may be used by the employee for the employee's own period of actual disability, as certified to in writing by the employee's health care provider. Leave under this provision will be considered to also qualify as FMLA leave and will run concurrently. To assist with planning, the employee requesting leave under this provision will provide the Superintendent or his/her designee with notice as far in advance as possible and no less than two (2) weeks prior to the expected commencement of the leave and his/her intention to return to work following the end of such leave.

ARTICLE XIII SICK LEAVE BANK

Each year, one (1) day of each assistant's newly credited sick leave will be automatically contributed to a sick leave bank for the Unit. Days remaining in the sick leave bank at the conclusion of the contract year will carry over from year to year until the bank reaches a maximum of 165 days. If an assistant has a long-term illness (defined as more than ten (10) consecutive work days), he/she will forward a doctor's note to the Superintendent. The Superintendent will automatically award days from the sick leave bank to an assistant who has exhausted his/her personal accumulation. An assistant will be entitled to draw from the bank a number equal to the number of personal accumulation, which he/she had at the beginning of the illness. (For example if an assistant had 75 days accrued at the beginning of his/her long-term illness, he/she should be entitled to draw up to 75 days.) Once an award of days from the sick leave bank has been made based upon initial medical certification, the Superintendent may periodically require additional certifications if he/she deems appropriate.

ARTICLE XIV VACATIONS AND HOLIDAYS

Each assistant hired as of June 30, 1994, will continue to receive the same vacation he/she was entitled to as of that date for as long as that person remains employed as an assistant. Assistants hired on or after July 1, 1994, will not receive any paid vacation days.

Assistants will receive the following paid holidays:

- Labor Day (if school has already begun for staff)
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day

ARTICLE XV PROFESSIONAL DEVELOPMENT/REIMBURSEMENTS

Professional Development: Professional Development: Member shall attend and be paid for two (2) Professional Development Days each school year, one being Convocation Day.

Assistants will be eligible for reimbursement for tuition for one college course per year, consistent upon the following: (1) the Superintendent has approved the course in advance, and (2) the assistant has submitted documentation of course completion with a grade of at least "B". The amount of tuition reimbursement for each assistant shall not exceed Three Hundred Dollars (\$300.00) per year.

All assistants shall be expected to work a full day and participate in the Convocation and shall be paid accordingly.

In the event a newly hired assistant is required to pass a physical examination before his/her appointment becomes final, the cost of the physical will be borne by the Committee. This includes, but is not limited to, any required TB Tyne test.

ARTICLE XVI DUES DEDUCTION

- A. Upon receipt of an appropriate Payroll Deduction Authorization Form signed by the assistant, the Committee agrees to deduct from the assistant's salary dues for the Duxbury Teachers' Association, Massachusetts Teachers' Association or the National Education Association, or any one of such Associations, and to transmit the monies promptly to the Treasurer of the Duxbury Teachers' Association.
- B. No later than one week prior to the issuance of the third paycheck, the Association will provide the Committee with a list of those assistants who have voluntarily authorized the Committee to deduct dues and advise the Committee monthly of any changes in said list. Any assistant desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association concerned in writing on or before September 30 of each year for that school year's dues.
- C.
 - 1. The Committee agrees to require, as a condition of employment, that all assistants covered by this Agreement, except those assistants certified as members to the Committee by the Association, paid by dues deduction to the Association, an Agency Fee as determined in accordance with the applicable Rules and Regulations of the Labor Relations Committee relative to the Agency Service Fee. Said amount will be certified annually to the Committee by the Association. To become a member and remain a member in good standing of the exclusive bargaining agent, an assistant must become a member and remain a member in good standing of the Duxbury Teachers' Association, Massachusetts Teachers' Association, and the National Education Association.
 - 2. Notwithstanding Section 1 above, assistants covered by this Agreement, shall, upon the operative date of this Section, have the following options:
 - a. Payment of annual dues by authorized dues deductions payments.
 - b. Payment of Agency Fee by authorized dues deductions payments.
 - c. Cash payment, equal to that amount certified as the Agency Fee, to the Duxbury Teachers' Association Scholarship Fund or the Duxbury Education Foundation on or before June 30 of each school year.
 - 3. The Association agrees to indemnify, hold harmless, and defend the Committee against any and all claims, suits, or other forms of liability arising out of the deduction of said Agency Service Fee from an assistant's pay, or out of application to this Section. The Association shall assume full responsibility for the disposition of the monies so deducted once they have been released to the Treasurer of the Association. Said Treasurer shall provide to the

committee any information that may be required pursuant to the Massachusetts General Laws, Chapter 180, Section 17G.

4. Notwithstanding any provision of this Article or Collective Bargaining Agreement to the contrary, neither the Committee nor any member of the Administration will be required to take any action to compel an assistant to pay to the Association the Agency Fee provided for herein; nor shall any assistant be disciplined or discharged as a result of his/her failure to make any payment provided for in this Article.

ARTICLE XVII NO STRIKE CLAUSE

No assistant shall engage in, induce, or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service.

ARTICLE XIII ENTIRE AGREEMENT

Except as otherwise modified in writing by the parties, this Agreement is the entire Agreement as to all matters which were properly subject to collective bargaining and neither the Association nor the Committee is obligated to engage in any further negotiations during the term of this Agreement. Furthermore, as to any matter not specifically covered by the terms of this Agreement, the Committee, Superintendent and Principals may exercise all rights that they have pursuant to state law and the exercise of any such rights shall not be subject to Article III (Grievance Procedure).

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

ARTICLE XIX DURATION

This agreement is in effect from SEPTEMBER 1, 2018 to AUGUST 31, 2021 and shall continue to remain in full force and effect until a successor agreement is reached. In the event the Association wishes to enter negotiations for a successor agreement, the Association shall notify the Committee on or before February 1, 2021.


WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly authorized representatives, subject to ratification by the membership of the Unit C- Instructional Assistants' bargaining unit and the full School Committee, this _____ day of September 2018.

Duxbury School Committee


Chair


Designee/Superintendent

Duxbury Teachers Association, Unit C


President


Negotiation Chair

APPENDIX A WAGE SCHEDULE

| | 2018-2019 | | 2019-2020 | | 2020-2021 | |
|-------------|-----------|----------|-----------|----------|-----------|----------|
| STEP | 1 | 2 | 3 | 4 | 5 | 6 |
| 2018-2019 | \$14.48 | \$15.19 | \$15.98 | \$16.79 | \$18.03 | \$18.93 |
| 2019-2020 | \$14.77 | \$15.49 | \$16.30 | \$17.12 | \$18.39 | \$19.31 |
| 2020-2021 | \$15.07 | \$15.80 | \$16.63 | \$17.47 | \$18.76 | \$19.70 |