

Milton Educators Association

Unit D

(Educational Assistants)

September 1, 2016 – August 31, 2019

This Agreement is made and entered into by and between the Milton School Committee (hereinafter referred to as the Committee) and the Milton Educators Association (hereinafter referred to as the Association).

ARTICLE I - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all Educational Assistants employed by the Committee.

ARTICLE II – RIGHTS CLAUSE

This Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in the Agreement shall derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules or regulations of agencies of the Commonwealth. The Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by law unless modified or changed by this Agreement. Any action made pursuant to those matters reserved to it by this Article shall not be made the subject of the provisions of the grievance procedure nor the provisions of this Agreement pertaining to arbitration.

ARTICLE III – DEDUCTION / AGENCY FEE

- A. The Committee agrees to deduct from the salaries of its Employees dues for the Milton educators Association, Massachusetts Teachers Association, or the National Education Association or any one such Association as said Employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Milton Educators Association. Employee authorizations will be in writing in the form set forth below.

*Dues Authorization Card

MTA, NEA, NCTA, MEA, Total, Name, Address

I hereby request and authorize the Milton School Committee to deduct from my earnings and transmit to the Treasurer of the Milton Educators Association the amount indicated in equal monthly payments over the remainder of the School year and for succeeding school years. I understand that the Committee will discontinue any deductions for any school year only if I notify the Committee in writing to do so no later than sixty (60) days prior to the commencement of the school year. I hereby waive all rights and claim for said monies so deducted and transmitted with this authorization, and relieve the School Committee and all its officers from any liability therefore.

- B. Deductions referred to in Section A. will be made in equal installments on alternating paydays during the school year. The Committee will not be required to honor for any deductions or authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
- C The Committee agrees to deduct duly authorized payments for the Massachusetts Teachers Association Credit Union.
- D. No later than Friday after school commences, the Association will provide the Committee with a list of those Employees who have voluntarily authorized the Committee to deduct dues. The Association will notify the Committee monthly of any changes in said list. Any employee desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association concerned in writing by September 15 of each year, or other intermediate dates during the school year.
- E. 1. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his/her employment that said Unit D member pay to the Association a service fee which shall be commensurate with the cost of collective bargaining and contract administration. Said fee shall be paid to the Association within thirty (30) days of the start of the school year or thirty (30) days from the date of hiring, whichever comes later, unless the agency fee payer elects

payroll deduction as the method of payment. This agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of M.G.L. c.180, section 17G and transmitted to the Treasurer of the Association.

2. The Association agrees to indemnify, defend and save the Committee harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the Committee under the provision of M.G.L. c.180, section 17G or for any action taken by the Committee to enforce the so-called Agency Fee. This section shall be effective on September 1, 1996, and subject to ratification by both parties in accordance with M.G.L. c.15, section 12.

ARTICLE IV - GRIEVANCE PROCEDURE

- A. Definition: For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Association and the Committee over the interpretation or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of an Employee under the provisions of this Agreement.
- B. 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. For the purposes of this provision, the consent of the Committee will be provided by the Superintendent.
1. Level One. An employee covered by this Agreement who has a grievance shall discuss it with his/her supervisor either personally or through the appropriate representative of the Association within five (5) school days from the date on which the incident giving rise to the grievance has occurred or when the Employee has knowledge of such incident.

2. **Level Two**-If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, said grievant and/or the Association may appeal to the Superintendent, provided such appeal is made within ten (10) school days after the presentation of the grievance at Level One. Such appeal shall be in writing setting for the details of the decision if any, rendered in Level One. Within ten (10) school days after the receipt of the written grievance by the Superintendent, he/she, or his/her designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference to state the views of the Association.
3. **Level Three** – If the grievant is not satisfied with the decision of the Superintendent, or his/her designee, or if no decision has been rendered, said grievant and/or the Association may appeal to the Committee, provided, however, that such appeal is made within ten (10) school days following the conference at Level Two above. Such appeal shall be in writing, setting for the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, at Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following the receipt of the written appeal.
4. **Level Four**-If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration as provided in this Agreement.

ARTICLE V - ARBITRATION

The grievance shall be submitted to an arbitrator who shall be selected mutually by the

parties. If the parties do not mutually select an arbitrator within ten (10) school days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot, which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator.

The arbitrator shall be bound by the written submission of both parties of the grievance. His decision shall not extend beyond said submission nor alter, amend, or modify the provisions of this Agreement. Nor shall the arbitrator render a decision, which shall impinge upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.

Both parties shall share equally the expense of such arbitration.

ARTICLE VI - SICKLEAVE

A. Educational Assistants covered by this Agreement shall annually receive sick leave with pay in accordance with the following schedule:

Three months to one year of service: 5 days (which shall be prorated if the Educational Assistant starts after the first day of school).

One year to four years of service: 10 days

The years after : 12 days

B. Sick days may be accumulated to one hundred ten (110) days

C. Members of this bargaining unit may join the Unit A Sick Leave Bank, with all its provisions, with the exception that members of Unit D will be eligible for eighty (80) days only.

Membership

A bargaining unit member eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank administrators. The application for the contract period must be submitted by September 15 of each year. When making said application to the Bank, a bargaining unit member must contribute one (1) sick day. If the Bank falls below fifty (50) days, a participating bargaining unit member must contribute one (1) additional sick day in order to continue membership in the Bank.

- D. Unit members who retire or die after fifteen (15) consecutive years of employment in the Milton Public Schools shall be compensated for unused, accumulated sick days. Such payments shall be made at the rate of thirty (30%) percent of the unused, accumulated sick days at ten (\$10.00) dollars per day.

ARTICLE VII SALARIES

The salaries of Employees covered by this Agreement are set forth in Appendix A which attached hereto made a party of hereof.

ARTICLE VIII SENIORITY AND REDUCTION IN FORCE

- A. In the event the Committee determines it necessary to reduce the number of employees in the bargaining unit defined in Article I, employees covered by this Agreement shall be laid off in situation wherein an aide has received an unfavorable evaluation in the past three (3) years from the principal. Then, in such an event, said employee shall be the first to be laid off. Employees covered by this Agreement shall be recalled in the inverse order of their layoff and shall have this right to recall for a period of twenty-four (24) calendar months from the effective date of their recall. Employees serving a recall period shall be notified by the Superintendent or designee by registered mail to the last known address of the employee concerning any open positions in the system which they may be qualified to fill. Failure to accept an offer of employment for any such position will terminate this requirement. To avail himself/herself of recall rights,

a laid-off employee shall respond in person or by registered mail, within ten (10) days from the date that the Superintendent's Office mailed the notification to the employee, that he/she is willing to accept the recall. If he/she fails to accept within ten (10) days, he/she shall be dropped from the recall role. An employee who has been laid off shall be responsible for informing the Superintendent's Office and the Office of the Association in person or by registered mail of any change in his/her address of record.

- B. There shall be four lists for the purpose of Reduction in Force:
 - 1. One exclusively for French Immersion Classroom Assistants
 - 2. One exclusively for Classroom/Instructional Assistants, and
 - 3. One exclusively for Special Educational Aides; and Tutors
 - 4. Applied Behavioral Analysis Trained Aides
- C. The language shall be amended to provide that length of service in the bargaining unit shall determine the order of layoff.
- D. The language shall provide that service in the bargaining unit shall not accrue during leaves of absence from a bargaining unit position.

ARTICLE IX - EVALUATION

- A. The work performance of each Employee may be evaluated from time to time by his/her supervisor.
- B. A copy of each evaluation report, if any, shall be furnished to Employees evaluated who shall have the right to discuss the same with the maker of the report.
- C. No material originating after original hiring which is derogatory to an Employee's conduct, service, character, or personality will be placed in his/her personnel file unless the Employee has had the opportunity to review such material. The Employee shall also have the right to submit a written answer to such material and

his/her answer shall be reviewed by the Superintendent and attached to the file copy.

- D. Employees will have the right, upon written request, to review the contents of his/her personnel file and to have a representative of the Association accompany him/her.

- E. The Association recognizes the authority and responsibility of the Committee to discipline or reprimand an Employee for delinquency in performance. No Employee shall be disciplined, reprimanded, reduced in Compensation or discharged without just cause.

ARTICLE X – TEMPORARY LEAVES OF ABSENCE

- A. Employees covered by this Agreement may be entitled to three (3) days of personal leave one (1) Personal Day without a reason and two (2) personal days with a reason under the following conditions:
 - 1. A written request must be submitted at least twenty-four (24) hours in advance of the day requested, except in case of emergency.
 - 2. A written request shall state the purpose of the request and that such purpose cannot be conducted outside of the employee's working hours.
 - 3. The personal day(s) may not be taken before or after a holiday or school recess.
 - 4. The Superintendent may waive any of the foregoing conditions.

- B. If, during the school year, a member of this Unit replaces a member of this or any unit, that member will receive his/her regular rate of pay plus an additional \$40 per day for that period of time and will maintain his/her health insurance access (if applicable). All Unit members offered such positions will be informed as to the potential of returning to his/her position (at the end of the replacement employment)

prior to taking the replacement position.

- C. Unused personal days will be added to the Educational Assistants' accumulated sick leave.
- D. The use of "non-paid" days for the purposes of taking and/or extending holidays and vacations shall be prohibited.

ARTICLE XI - PROTECTION

- A. Employees will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.
- B. This report will be forwarded to the Committee which shall comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved which is not otherwise protected or confidential material under state or federal law.

ARTICLE XII - GENERAL

- A. Employees covered by this Agreement shall be employed on an annual basis and shall not have any right to reappointment. The reappointment or non-reappointment of an employee covered by this Agreement shall be at the sole discretion of the Committee. The exercise of said discretion shall not be made the subject of a grievance or any other action.
- B. Unless otherwise notified in writing prior to April 15th, employees shall be deemed to have been assigned to work the same number of hours and work weeks for the forthcoming school year.
- C. Employees who are required to use their own automobile on school business shall be paid the town mileage rate.

- D. Members of this Unit shall be notified in writing at least two (2) weeks in advance if they will be required, or not, to attend an in-service day. In no event, will Educational Assistants be required to attend more than three (3) in-service days. If worked, these days are in addition to the new work year and will be paid.
- E. Members of this Unit shall be permitted a twenty (20) minute lunch period and twenty (20) minute break as part of their school day.
- F. Any Unit Member who substitutes for a teacher for a full day shall receive an additional compensation of forty (\$40.00) dollars for that day. Any unit member who substitutes for a teacher for half day shall receive an additional compensation of twenty dollars (\$20.00) for that half day.
- G. Members shall be notified of job postings.
- H. Restraint Training, behavior training and CPR training will be made available to educational assistants each year.
- I. Additional Employment - Members of Unit D are eligible for employment positions with the District's ESAP and/or ASE Programs, provided such work is performed outside the member's contractual work hours and does not otherwise conflict with from the member's duties and responsibilities under this CBA and/or District policies.

All appointments of Unit D members to positions with the ESAP and/or the ASE Programs shall be at the sole discretion of the Committee, acting by and through the Superintendent of Schools and/or his/her designee (hereinafter, the "Superintendent.") Each appointment shall be for a term designated by the Superintendent and shall be subject to those terms and conditions identified from time to time by the Superintendent.

Work in the ESAP and/or ASE Programs shall not constitute exclusive bargaining unit work. No other provisions of this CBA, including without limitation the grievance and arbitration provisions of the CBA, shall be applicable to employment in the above programs except that any future disputes over the failure to pay for

hours that are worked subsequent to the execution of this agreement may be submitted to the grievance and arbitration procedure. The Committee expressly reserves the right to employ individuals who are not Unit D and/or MEA Members to employment positions in the ESAP and ASE Programs.

Unit D Members shall be subject to the same employment application, interview and screening processes as outside candidates for these additional employment opportunities. The Committee shall have no legal and/or contractual obligation of any kind to employ any Unit D Member in any available employment position and/or to maintain such employment with the ESAP and/or ASE Programs.

Unit D Members who are employed in positions with the ESAP and/or ASE Programs shall receive one paycheck from Milton Public Schools/Town of Milton for the two positions and shall be compensated at the hourly rates set forth in this Agreement as follows. The Association waives its right to negotiate over future increases to the rates of pay set forth below.

ASE Supervisor:	\$21.43 / hour
ASE Specialist:	\$18.96 / hour
ASE Over 18:	\$12.46 / hour
ASE Under 18:	\$10.00 / hour
ESAP Supervisor:	\$21.42 / hour
ESAP Over 18:	\$17.29 / hour
CC Supervisor:	\$33.12 / hour
VACA Supervisor:	\$20.02 / hour
CC Assistant Supervisor:	\$19.52 / hour
VACA Assistant Supervisor:	\$15.73 / hour
CAMP Over 18:	\$12.46 / hour
CAMP Under 18:	\$10.00 / hour

Effective January 1, 2017:

ASE Supervisor:	\$21.43 / hour
ASE Specialist:	\$18.96 / hour
ASE Over 18:	\$12.46 / hour
ASE Under 18:	\$11.00 / hour
ESAP Supervisor:	\$21.42 / hour
ESAP Over 18:	\$17.29 / hour
CC Supervisor:	\$33.12 / hour
VACA Supervisor:	\$20.02 / hour
CC Assistant Supervisor:	\$19.52 / hour

VACA Assistant Supervisor:	\$15.73 / hour
CAMP Over 18:	\$12.46 / hour
CAMP Under 18:	\$11.00 / hour

ARTICLE XIII - BEREAVEMENT

In case of death in the immediate family, Employees will be allowed the days off needed, with pay, up to and including the day of the funeral or memorial service, but not to exceed a total of five (5) consecutive work days. The term "immediate family" will mean spouse, father, mother, sister, brother, child, mother-in-law, father-in-law.

ARTICLE XIV LEAVES OF ABSENCE

- A. Members of this unit may, with the recommendation of the Superintendent, be granted a leave of absence for up to two (2) years without pay. The time an employee is on such leave shall not be considered years of service in the bargaining unit.
- B. Members of the unit who wish to make a long term substitute teaching assignment or some other similar teaching assignment within the Milton Public Schools must either:
 - 1) request a leave of absence from their unit position; or
 - 2) resign from their bargaining unit position.

In either event, when a leave of absence is taken from a bargaining unit position, such service outside of the bargaining unit shall not be counted as years of service pursuant to Article VIII.

ARTICLE XV – SALARY SCHEDULES

- A. Effective September 1, 2016, the salary schedule in effect on August 31, 2016 shall be increased by two percent (2.00%).

- B. Effective September 1, 2017, the salary schedules in effect on August 31, 2017 shall be increased by two percent (2.00%).
- C. Effective September 1, 2018, the salary schedule in effect on August 31, 2018 shall be increased by two percent (2.00%).
- D. Each employee will be paid at an hourly rate based on a work year of 188 days which includes eight holidays. Bargaining unit members who are trained to work in ABA and actually work providing ABA services in the Partners Program, the NECC Program and the Pre-School program shall work two hundred eight (208) days per year.
- E. Salaries will be paid on a bi-weekly basis.
- F. Longevity: Unit members will receive additional compensation for their services in the Milton Public Schools in accordance with the following provisions:
 - 1. After ten (10) consecutive years of service \$300.00
 - 2. After fifteen (15) consecutive years of service \$400.00
 - 3. After twenty (20) consecutive years of service \$600.00Longevity is prorated based upon FTE status (1.0 = 32.5 hours / week)
- G. New hires who possess a Bachelor's degree shall be placed on at least Step 5.

Salary Schedules
Classroom Instructional Assistants
Special Education Aides

Effective September 1, 2016 (2.00%)			
	<u>non-ABA</u>	<u>*ABA</u>	
EA1	\$13.85	\$13.85	
EA2	\$15.09	\$15.09	
EA3	\$16.31	\$16.31	
EA4	\$17.54	\$17.54	
EA5	\$18.56	\$20.04	
EA 6	\$19.81	\$21.39	
EA 7	\$21.25	\$22.95	
EA8	\$22.48	\$24.29	
EA 9	\$23.70	\$25.60	
EA10	\$24.94	\$26.94	
EA11	\$26.60	\$28.73	

Effective September 1, 2017 (2.00%)		
	<u>non-ABA</u>	<u>*ABA</u>
EA1	\$14.13	\$14.13
EA2	\$15.39	\$15.39
EA3	\$16.64	\$16.64
EA4	\$17.89	\$17.89
EA5	\$18.94	\$20.44
EA 6	\$20.20	\$21.82
EA 7	\$21.67	\$23.41
EA8	\$22.93	\$24.77
EA 9	\$24.18	\$26.11
EA10	\$25.44	\$27.48
EA11	\$27.13	\$29.31

Effective September 1, 2018 (2.00%)			
	non-ABA	*ABA	
EA1	\$14.41	\$14.41	
EA2	\$15.70	\$15.70	
EA3	\$16.97	\$16.97	
EA4	\$18.25	\$18.25	
EA5	\$19.31	\$20.85	
EA 6	\$20.61	\$22.25	
EA 7	\$22.10	\$23.88	
EA8	\$23.39	\$25.27	
EA 9	\$24.66	\$26.64	
EA10	\$25.95	\$28.03	
EA11	\$27.68	\$29.89	

* Unit members assigned to and actually working in an ABA position, who have either completed a University-approved or certified ABA program, and who work with a student(s) whose IEP identifies services from an ABA certified education assistant will be paid according to the hourly rates in the column labeled “ABA.”

ARTICLE XVI – HEALTH INSURANCE

Employees shall pay twenty percent (20%) toward the cost of Town health maintenance organization coverage. Effective September 1, 2017, Employees shall pay twenty-two percent (22%) toward the cost of Town health insurance maintenance coverage. Effective September 1, 2018, Employees shall pay twenty-four percent (24%) toward the cost of Town health insurance maintenance coverage.

During the month of December in 2017, Employees shall be granted one “premium holiday.” This means that Employees shall not contribute their percentage share of their health insurance premium for one pay period in the month. During the month of December in 2018, teachers shall be granted two “premium holidays.” This means that Employees shall not contribute their percentage share toward their health insurance premium for two pay periods in the month.

Copayments shall be the following amounts:

Physician office visits	\$20
Three tiered retail prescriptions	\$10/\$25/\$45
Three tiered mail order prescriptions	\$20/\$50/\$90
Emergency room (waived if admitted)	\$100
Deductible	\$0
Specialist office visits	\$20
Hospital admission	\$0
Ambulatory / Outpatient Surgery	\$0
High Tech Imaging (MRI, CT, PET)	\$0

There shall be no plan design changes made for the January 1, 2017 through and including December 31, 2019. With respect to the above-listed plan design features in Section C, it is the express intent of the parties to create an enforceable, binding agreement for only the duration stated herein.

Accordingly, the Town of Milton may, at its sole discretion, invoke its rights under M.G.L. c. 32B Sections 21-23, as amended under Chapter 69 of the Acts of 2011, in order to implement changes to the plan design features that would take effect after December 31, 2019.

ARTICLE XVII – PERSONAL INJURY BENEFITS

Whenever a member of the bargaining unit is absent from school as a result of personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury, for the first thirty (30) work days with no part of such absence will be charged to his/her accumulated sick leave for the period of such absence; thereafter, the member of the bargaining unit may choose to use accumulated sick time to make up the difference between any workers' compensation and his/her full salary. For injuries resulting from assault or which are construction related, a teacher will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence will be charged to his/her

accumulated sick leave.

ARTICLE XIX – TERM OF AGREEMENT

The Agreement and the provisions hereof shall be effective as of September 1, 2016 to and including August 31, 2019 and shall continue from year to year thereafter unless terminated or changed by the parties hereto. Either of the parties desiring to terminate this Agreement or change any section or sections shall notify the other party in writing, of such intent on or before October 15, 2018 or October 15th of any year thereafter.

In witness whereof the Committee and the Association to be signed by their duly authorized representative this _____ day of _____ 2017.

For the Milton School Committee:

For the Milton Educators Association:
