

AGREEMENT
BETWEEN
THE
MEDFIELD SCHOOL COMMITTEE
AND THE
MEDFIELD TEACHERS ASSOCIATION,
TEACHING ASSISTANTS UNIT
SEPTEMBER 1, 2022 -AUGUST 31, 2025

TABLE OF CONTENTS

ARTICLE	PAGE
I Recognition	1
II Committee Rights Clause.....	1
III Grievance Procedure	1-5
IV Compensation	5-8
V Posting Vacancies	8-9
VI Sick Leave	9-11
VII Temporary Leaves of Absence	11-12
VIII Maternity/Paternity/Adoption Leave	12-14
IX Dues Deduction.....	14-15
X Workday and Work Year	15-16
XI Job Descriptions	16
XII Reduction in Force	17
XIII Duration	18
 APPENDIX	
A Teaching Assistant Salary Schedule	19

ARTICLE I - RECOGNITION

For the purposes of collective bargaining with respect to salaries, hours, and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising there under, the School Committee recognizes the Association as the exclusive bargaining agent for the professional employees covered by this contract. This contract shall presently cover full-time and part-time aides, inclusion facilitators, behavior technicians, and teaching assistants as well as any other support professional positions that shall develop within the Medfield Public School System.

ARTICLE II - COMMITTEE RIGHTS CLAUSE

The Committee is a public body established under, and with the powers provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Medfield charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Medfield Public Schools, it is acknowledged that the Committee has the legal responsibility to establish the educational policies of the Medfield Public Schools.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects included in the contents of this Agreement.

As to every matter not covered by this Agreement, and except as is modified by the express language in any provision of this Agreement, the Committee retains to itself all rights and powers that it has, or may hereafter be granted by law, and may exercise the same at its discretion.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be a dispute between an employee covered by this Agreement and the Committee over the interpretation or application of the provisions of this Agreement.
2. An "aggrieved person" is a person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise

affecting the welfare or working conditions of teaching assistants. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teaching assistant having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum, and every effort should be made to expedite the process.

In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. *Level One* - A teaching assistant with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's school representative, with the objective of resolving the matter informally.
2. *Level Two* -
 - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the PR&R Committee will refer it to the Superintendent of Schools.
 - b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.

- c. If a teaching assistant does not file a grievance in writing with the Chairperson of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teaching assistant knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.
3. *Level Three* - Level Three is available for grievances which concern matters which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. Level Three shall not apply to disciplinary or operational matters. If Level Three does not apply, grievances shall proceed to Level Four. If the aggrieved person is not satisfied with the disposition of his/her grievance at, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chairperson of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the P&R Committee will refer it to the School Committee. Within ten (10) school days after receiving the written grievance, the School Committee will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the School Committee at the next normal, or regular School Committee meeting.
4. *Level Four* - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the School Committee, he/she may, within five (5) school days after a decision by the School Committee or fifteen (15) school days after he/she has first met with the School Committee, whichever is sooner, request in writing the Chairperson of the PR&R Committee to submit his/her grievance to arbitration.

The Chairperson of the PR&R Committee will notify the School Committee within seven (7) school days from this time as to whether or not the grievance will proceed to arbitration.

D. Arbitration

1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

- a. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within ten (10) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) school days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.
- b. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this arbitration procedure.
- c. The arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association. He/she shall arrive at his/her decision solely upon the facts, evidence, and contentions as presented by the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement in reaching his/her decision and shall interpret this agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.
- d. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves a grievance as specifically defined in this contract.

E. Rights of Teaching Assistants to Representation

1. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any party in interest, any School Representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of participation in the processing of a grievance.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teaching assistant organization other than the Association. When a teaching assistant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Five (5) days prior to any meeting a letter will be sent to the School Committee stating who will represent the teaching assistant.

F. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teaching assistants, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
2. The PR&R Committee shall only pursue a grievance with the permission of the person directly involved with the grievance.
3. A grievance must be brought to the attention of the principal or the immediate supervisor of a teaching assistant within five (5) working days of the date of the grievance. Failure to file a grievance or to process it within stated periods shall be deemed a waiver of the grievance. In the event there is no answer to the grievance at the appropriate level within the stated time, it shall be considered denied and the teaching assistant may file it at the next step of the procedure.
4. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the PR&R Committee.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE IV - COMPENSATION

- A. Subject to the provisions of this contract and the policies of the School Committee, the salaries, hours, and other conditions of employment applicable on the effective date of this contract to the employees covered by this contract shall continue to be applicable.

The attached salary schedules reflect the following agreement regarding salary

increases:

Effective at the start of the 2022-23 work year: 2.0% Across-The-Board raise

Effective on Day 91 of the 2022-23 school year: 0.5% Across-The-Board raise

Effective at the start of the 2023-24 school year: 2.0% Across-The-Board raise & Additional 0.75% on Teacher Assistant top step(s)

Effective at the start of the 2024-25 work year: 2.0% Across-The-Board Raise & Additional 0.75% on Teacher Assistant top step(s)

B. *Teaching Assistant Payments:*

1. Teaching assistants will be paid bi-weekly every other Thursday in twenty-six (26) payments. The first payment shall be made no later than the second Thursday after the first day of attendance required for teaching assistants.
2. In the event of the retirement or termination of a teaching assistant, all monies earned and owed to said teaching assistant shall be paid at the next pay period. In the event of death of a teaching assistant, all monies earned and owed to said teaching assistant shall be paid to the duly appointed administrator or executor of the deceased teaching assistant's estate.
3. Teaching assistants shall have their health and/or dental insurance premiums deducted in twenty-four (24) equal sums. These deductions will be made in the first two paychecks of each month.

C. *Increments:* Formal increments will be in accordance with the salary schedule, if granted by the Superintendent of Schools, but only when the performance of the teaching assistant has been deemed satisfactory.

The withholding of a raise for professional reasons will be initiated only after efforts have been made to assist in improvement and after notification of intention to withhold for professional reasons. This will be based upon systematic reports and/or evaluations.

When necessary, administrators are required to explain the specific efforts and actions

taken to assist affected teaching assistants in becoming successful in their work. Reasons for withholding and the opportunity for a hearing will be provided upon request.

- D.** In the event that the Superintendent requests a teaching assistant to take a course and the teaching assistant agrees, the Committee shall reimburse the teaching assistant for a course from an accredited institution, provided that the teaching assistant receives a grade of B or better, or if the course is offered on a pass/fail basis, the teaching assistant receives a pass.

In the event that a teaching assistant chooses to take a course, the Committee shall reimburse a teaching assistant for a course(s)/program(s) approved in advance by the Superintendent in an amount not to exceed the schedule below:

Effective March 26, 2019 350.00

Notwithstanding the foregoing provisions, the maximum amount to be expended by the Committee for such course reimbursement shall follow the schedule below:

Effective March 26, 2019 \$10,000

For the final portion of the first year of this contract and continuing forward, teaching assistants shall apply for course reimbursement on a first-come, first-serve basis. Beginning July 1st preceding each school year, teaching assistants are eligible to apply for reimbursement for one (1) course they are planning to take that summer, fall or the following spring. The Superintendent shall maintain a list of those employees who have made application for and have been granted such reimbursement. It is understood that teaching assistants taking courses in the summer prior to the start of the school year shall not receive reimbursement until after September 1st, when the teaching assistant submits documentation that he/she received a grade of B or better, or if the course is offered on a pass/fail basis, the teaching assistant receives a pass. Also, beginning July 1st preceding each school year, teaching assistants are eligible to apply for reimbursement for a second course they are planning to take that summer, fall or the following spring. In the event that there are remaining course reimbursement monies after April 1st teaching assistants will be eligible for reimbursement for their second course based on the date on which they submitted their request for reimbursement for a second course. Prior to April 1st a written update will be provided to the staff of available funds for reimbursement.

A teaching assistant shall be required to work in Medfield for a minimum of one year following receipt of tuition reimbursement, absent extenuating circumstances; otherwise the teaching assistant shall refund any tuition reimbursement received to the school district. The parties understand and agree that no teaching assistant shall be eligible for a second course until all other eligible teaching assistants have been given an opportunity to apply for reimbursement for a first course.

- E.** *Credit for Extra Coursework:*

1. Beginning September 1, 2022, all new bargaining unit members who do not hold a teacher's license, nurses license, BCBA certification, or a Registered Behavior Technician certification, must complete a district-approved online behavior management class within one (1) calendar year from their date of hire
2. All members of the bargaining unit who, as of the close of the 2021-2022 school year, remain(ed) in Column I or Column III of the previous wage scale(s) and who have not yet attained one of the certifications listed above, will need to complete one of the certifications by August 31, 2023.
3. All bargaining unit members shall be placed in Columns I and II respectively, depending upon the job classification.

F. Coverage Pay: Any teaching assistant who serves as a substitute for a teacher shall be paid eight dollars (\$8.00) per hour in addition to their regular compensation. If a bargaining unit member serves as a substitute for less than one (1) hour, but more than one-half (1/2) hour, the pay shall be prorated. It shall be the member's responsibility to log hours worked pursuant to this section via a shared Google document on the District's Google Suite platform. Members shall be compensated in the following pay period according to the normal District's payroll processes.

G. A teaching assistant will receive salary increment if the teaching assistant has worked a minimum of 92 days in the school year.

H. Effective September 1st, 2022, members of the bargaining unit, who have served at least the following years as a teaching assistant in the Medfield Public Schools shall be eligible for the following longevity payment:

10+ years of service = \$600
 15+ years of service = \$800
 20+ years of service = \$1,200
 25+ years of service = \$1,500

I. All employees covered by this Agreement shall be paid for each of the following holidays:

- A) Beginning in SY 2022-2023: Thanksgiving Day & Christmas Day
- B) Beginning in SY 2023-2024: New Year's Day & Columbus Day
- C) Beginning in SY 2024-2025: Veteran's Day & Memorial Day

Holiday pay will be calculated by dividing by five (5) the typical number of hours per week that the ESP is regularly scheduled to work.

ARTICLE V – POSTING VACANCIES

A. The existence of vacancies in the school system will be communicated to the

staff by posting. During the summer months, the Superintendent will advise, in writing, the President of the Association of the existence of any vacancies in the school system.

- B.** Openings for positions under Federal programs will be offered to the personnel of the Medfield Public Schools for application before they are advertised outside of the system.

ARTICLE VI - SICK LEAVE

- A.** *With Pay:* Less than full time teaching assistants will have their sick leave prorated in accordance with their equivalency status. Accumulated sick leave shall be capped at 125 days.

Teaching assistants will be entitled to the following leaves of absence with pay each school year.

1. Teaching assistants will receive twelve (12) days advance sick time on the first day of each contract year. If for any reason a teaching assistant is separated from the school system during said year and has exhausted the said twelve (12) days, then, in such event, the Committee shall deduct from any monies retained a per diem amount in accordance with the following formula: 1.5 sick leave days for each month of employment
2. Sick days with pay may be used for a teaching assistant's personal illness or for a family illness.
3. A teaching assistant may use up to twelve (12) sick days per contract year for family illness.
4. A teaching assistant may use sick leave in half day increments up to six (6) times per year.
5. Unused sick leave may be accumulated at the rate of twelve (12) days per year.
6. A medical certificate upon request will be required at the discretion of the Superintendent after being absent for five consecutive school days.
7. If a teaching assistant is directed to obtain a physical examination to work, the fee for such examination shall be shared equally between the School Committee and the teaching assistant.
8. Teaching assistants shall be notified by October 1, of each school year, of their

accumulated sick leave.

B. *Sick Bank Guidelines:*

A sick bank shall be established for service by September 15 of each year. The sick bank guidelines are as follows:

1. Application for withdrawals must be presented in writing to the President of the Medfield Teachers Association for approval by a 3/4 vote of a quorum of the Executive Board.
2. No member may withdraw sick days until his/her accumulated sick leave is used.
3. Up to thirty (30) days may be granted by vote of the Executive Board. The Superintendent or designee shall be allowed to participate in the discussion of the request.
4. Additional sick days beyond the first thirty (30) may be granted, but only with the approval of the School Committee.
5. Teaching assistants must sign an application for membership in the sick day bank.
6. The applicant's attendance profile, made available to the President, will be a prime consideration for approving requests.
7. Each applicant will be considered upon the merits of his/her individual situation.
8. When such request is approved, the President will request members to forfeit one day of their sick leave to furnish the number of sick days needed for users of the bank.
9. If more sick days have to be granted, members will be asked to give an additional day from their accumulated sick days.
10. In the event that sick days are deducted for sick bank use and are not used, they shall remain in the sick bank for future use.
11. No accumulated sick days will be deducted from a member until he/she is asked to donate to the bank.
12. All members will give days to the bank as equally as it is possible to do so. Any time a teaching assistant donates a sick day to the sick bank, the Medfield Teachers Association President will provide the payroll office with a written list of names of those teaching assistants donating a day and the updated total number of days remaining in the sick bank.
13. In the absence of the President, the Vice President shall carry on the duties of

the President.

14. A note will be sent to the Superintendent and teaching assistant of all actions concerning that teaching assistant.
15. Whereas the administration of the first thirty (30) days of the sick bank rests solely upon the discretion of the bargaining unit, the administration of this section is not subject to grievance or arbitration.

ARTICLE VII - TEMPORARY LEAVES OF ABSENCE

Teaching assistants will be entitled to the following temporary leaves of absence with pay each school year:

- A. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. A teaching assistant may use personal leave in half day increments up to two (2) times per year. Three (3) days leave of absence for religious reasons, at the discretion of the Superintendent. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergencies) and the application for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this section. Less than full time teaching assistants will have their leave under this section calculated according to the following formula: employees who work two or fewer days per week shall receive one (1) personal day per year; employees who work more than two days per week shall receive two (2) personal days per year. Additional days may be granted for a significant life event at the approval of the superintendent.

No personal day may be used before or after a school vacation, school recess, or school holiday period for the purpose of extending said vacation, recess or holiday. Additional days may be granted for a significant life event at the approval of the superintendent.
- B. A maximum of one (1) day for the purpose of visiting schools or attending meetings or conferences of an educational nature is at the discretion of the Superintendent. Additional visitations, meetings, or conferences may be granted at the discretion of the Superintendent.
- C. Time necessary for appearances in any legal proceedings connected with the teaching assistant's employment or with the school system.
- D. Up to four (4) days, from the date of death, excluding weekends, in the event of the death of the teaching assistant's immediate family. Up to a maximum of four (4) work days, non-cumulative, may be granted by the Superintendent in the event of a serious illness of a teaching assistant's immediate family member. (For the purpose of this section, immediate family shall be defined as: spouse, significant other, child,

parent, parent-in-law, sibling or other members of the teaching assistant's immediate household.) Teaching assistants will be granted up to three (3) days at any one time in the event of death, from the date of death, of a teaching assistant's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, cousin, grandchildren, unless said relative is a member of the immediate household, in which event the teaching assistant will be entitled to the aforesaid four (4) days.

- E.** *Military Pay:* Any teaching assistant during the time of his/her service in the armed forces of the Commonwealth of the United States shall be entitled to the difference between the teaching assistant's regularly daily rate of pay and the amount of the teaching assistant's daily military pay, said number of days not to exceed thirty (30) in any fiscal year.

ARTICLE VIII - MATERNITY/PARENTAL/ADOPTION LEAVE

- A.** *A. Maternity leave: Teaching assistants shall be granted maternity leave. Such leaves to be governed by the following condition:*

1. An employee, who has been employed by the Committee for at least three (3) consecutive months as a full-time employee, shall be entitled to maternity leave for a period not to exceed twelve (12) weeks (8 weeks of which may be paid provided that the teaching assistant in question has sufficient accrued sick leave available); if any regularly scheduled school vacation days fall during any portion of the eight week period of leave, the employee shall be entitled to additional days equal to the same number of scheduled school vacation days. This provision does not apply to summer vacation periods or Saturdays and Sundays, which fall during a school vacation period. Said leave shall be for the purpose of giving birth and recovery from any disability resulting there from. The employee shall give at least sixty (60) calendar days written notice to the Superintendent of Schools of her anticipated date of departure and intention to return to duty. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full duties and responsibilities of her position and giving his/her estimate of the delivery date and shall be considered as a request for leave under the provisions of the Family and Medical Leave Act of 1993. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.

The employee may elect to use her accumulated sick leave during her period of physical disability as a result of childbearing for a period of eight (8) weeks.

Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated. The request to use accrued sick leave shall be made in writing to the Superintendent.

2. In the event an employee fails to return to duty at the expiration of her maternity leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for her shall cease.
3. All benefits to which the employee was entitled at the time of her leave of absence commenced, including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to her upon her return, and she shall, as otherwise provided herein, be assigned to the same teaching position which she held at the time such leave commenced, if such position is available, or if it is not available, to a substantially equivalent teaching position. Upon her return, the employee shall not advance in increment unless she shall have worked at least one hundred (100) days in the school year in which her leave commenced either in the Medfield Public School system or in another school system. The Committee shall not be required to restore an employee on maternity leave to her previous or similar position due to economic conditions or other changes in operating conditions affecting employment during the period of her maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which she may be entitled as of the date her leave commenced.
4. The parties recognize that the Family and Medical Leave Act (FMLA), as amended, may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e. FMLA rights vs rights under this article) will control, but those greater rights will not be in addition to the lesser rights. Where an employee takes leave under one of the articles set forth in this agreement for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

B. Paternity Leave: Teaching assistants shall be granted paternity leave. Such leaves to be governed by the following conditions:

A teaching assistant whose spouse is hospitalized for the purpose of child bearing and recovery shall be entitled to utilize up to five (5) consecutive days of accrued sick leave upon the birth of the baby and shall be granted two additional days of paid personal leave. Said two additional days of paid personal leave must be used during the period from two weeks following delivery.

C. Adoption Policy:

Bargaining unit members who adopt a child shall be entitled to utilize up to ten (10) days of accrued sick leave for adoption-related travel, court appearances, appointments with social workers or adoption agencies or attendance at other meetings or processes required in connection with the adoption of a child. Adoptive parent(s) shall be entitled to utilize up to five (5) days of accrued sick leave upon the child's arrival home. Additional time may be granted at the discretion of the Superintendent.

ARTICLE IX - DUES DEDUCTION

- A.** The Committee agrees to deduct from the salaries of its employees, who voluntarily authorize it, dues for the Medfield Teachers Association, Norfolk County Teachers Association, Massachusetts Teachers Association, and the National Education Association, and to transmit the monies promptly to the treasurer of the Association. Teaching assistants' authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name

Address

I hereby request and authorize the Medfield School Committee to deduct from my earnings an amount sufficient to provide for regular payments of the membership dues as certified by the Medfield Teachers Association. Ten payments will be deducted in equal installments, commencing with the first September paycheck and continuing with the first paycheck of the following nine months. I understand that the Committee will discontinue such deductions for this period only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year.

Date:

Teaching assistant's Signature:

Union Organizations:

Medfield Teachers Association
Norfolk County Teachers Association
Massachusetts Teachers Association
National Education Association

Date:

Teaching assistant's Signature:

- B.** The Association named in Section A above will certify to the Committee in writing the current rate of the membership dues on or before August 1 of each year of this Agreement.

- C. No later than September 1 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Committee will notify the Association monthly of any changes in said list. Any teaching assistant desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association concerned in writing by September 1 of each year for that school year's dues.
- D. Inclusion in or withdrawal from payroll deductions for annuities for all employees, except those new to the system, shall commence with the first paycheck in September upon written request being received in the Business Office prior to August 15 of the same year. New employees beginning their work year in September may have annuity payments deducted if application is received prior to November 25 of that school year. In such cases, deductions for new employees would begin with the first paycheck in January.
- E. The Committee agrees to deduct from the salaries of its employees, the premium for either short or long-term disability insurance issued by UNUM/Vista Financial Group. Employees shall be responsible for paying 100% of the premium.

ARTICLE X - WORKDAY

- A. The workday and work hours of teaching assistant will be as follows:
 - 1. The Committee will set the starting and dismissal times of pupils.
 - 2. The length of the teaching assistant's workday will be seven (7) hours with a (30) minute unpaid lunch.
 - 3. The starting and ending times of the workday of teaching assistants will surround the pupils' school hours.
 - 4. Part-time teaching assistants will maintain the same proportional work load as a full-time teaching assistant.
 - 5. Any member of the bargaining unit who is directed by the Superintendent of Schools to work beyond the work year pursuant to Section E, shall be compensated at their respective per diem rate.
- B. Each teaching assistant in the system shall have a duty-free lunch period of at least the length of the regular student lunch period. If this is impossible to schedule, particularly at the elementary level, then each teaching assistant shall be compensated for their 30- minute lunch period.
- C. *The Work Year of Teaching Assistants/Behavior Technicians:*
 - 1. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days on which teaching assistants' attendance is required.
 - 2. The work year of teaching assistants shall begin no earlier than the

Monday before Labor Day and terminate no later than June 30.

3. The total work year for teaching assistants under the provisions of this contract shall be 182 days. In the event of a waiver from the State Department of Education because of adverse weather conditions or other emergencies, the teaching assistants' total work year will continue to be 182 days. No personal days will be granted on the last non-school workday for teaching assistants.
4. On half-day release days, teaching assistants shall earn a full day of pay by participating in the professional development that is offered. If there is no professional development offered (such as on Conference Days), the employer shall pay the member of the bargaining unit for the hours they have worked.
5. Once per month, bargaining unit members may be expected to meet with their building principal for up to one (1) hour before/after their normal workday for the purposes of professional development, staff meetings, and/or consults. The principal shall notify members at least one (1) week in advance of the time and date of such meeting and an agenda shall be provided upon notification. Bargaining unit members will be compensated at their normal hourly rate for such a meeting.

D. *Association Meetings:*

1. Teaching assistants may leave their buildings in enough time to be able to attend 3:00p.m. Association meetings if all their professional duties are completed.

ARTICLE XI – JOB DESCRIPTIONS

The Association recognizes the right of the Superintendent to develop job descriptions. Job descriptions may not be in conflict with the express terms of this agreement. Copies of job descriptions shall be maintained in a file in the Superintendent's office and shall be available for review. The Association shall be provided a reasonable opportunity to provide input on any new job descriptions or revisions to existing job descriptions before implementation of such new or revised job descriptions. Qualifications set forth for a particular position shall not be changed without reasonable advanced noticed to the Association.

A joint committee of administrators and bargaining unit members shall meet during the 2022-2023 school year to consider, study, and formulate new or revised job descriptions for each employee covered by this Agreement. Said joint committee shall forward its suggested job to descriptions to the Superintendent and the Association by May 1, 2023. If either the Superintendent or the Association disagrees with any element of the committee's recommendations, the parties shall bargain the final job descriptions.

ARTICLE XII – REDUCTION IN FORCE

- A. If it becomes necessary to reduce the number of employees covered by this Agreement, the Committee shall attempt to accomplish said reduction by attrition.
- B. When the School Committee determines that full or partial staff reductions are necessary, it shall retain those employees with the greatest seniority in the Medfield School System so long as all other factors are substantially equal. Other factors to be considered include training, experience, the needs of a particular student, and considerations related to a particular assignment. A system-wide seniority list shall be established within each job classification.
- C. For the purpose of this Article, job classifications shall include:

Teaching Assistant
Behavior Technician

In the case of a dispute, the comparison shall be between the affected education support professional and the most junior education support professional in the job classification. In case of a dispute as to the School Committee's decision, a standard of reasonableness shall apply.

- D. Seniority (length of service): Seniority shall be defined as an employee's length of uninterrupted service in years, months, and calendars in Medfield Public Schools. Leaves of absence shall not be considered breaks in service. In cases of identical initial date of employment, seniority shall be determined by the drawing of lots by such employees.
- E. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association on September 1 of each year.
- F. Bargaining unit members on an involuntary "RIF leave of absence" shall be given preference for filling the full or part-time positions from the job classification from which they were laid off. In addition, bargaining unit members on an involuntary "RIF leave of absence" shall be considered for recall to other full or part-time positions for which they are qualified for up to one (1) calendar year from the date of the involuntary "RIF leave of absence". In filling vacancies from among those bargaining unit members on recall, the criteria used shall be the same as the criteria used for the purpose of layoff in Paragraph B of this Article. In the case of a partial reduction, which is later restored to full time, a vacancy shall exist and shall be filled in accordance with the criteria in Paragraph B.
- G. It shall be the responsibility of the bargaining unit member on an involuntary "RIF leave of absence" to keep the Superintendent's Office informed of their current address. Failure to accept a full-time position in writing within fourteen (14) workdays of a written offer shall be deemed a rejection and the "RIF leave of absence" shall expire.
- H. In the event that two or more positions become simultaneously available so that bargaining unit members awaiting recall on the list may be assigned more than one position, the Committee will make a good faith effort to assign the eligible member to the available position most comparable to that position from which the member was laid off. The bargaining unit member will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment.

ARTICLE XIII - DURATION

The provisions of this Agreement will be effective as of September 1st, 2022 and will continue and remain in full force and effect until August 31, 2025. The parties are to enter negotiations for a successor Agreement subsequent to September 1, 2024.


IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

9/30/22 (Date)

For the Association:


Erin Watson, President

For the Committee:


Anna Mae O'Shea Brooke, Chairperson

MTA Bargaining Team:

Carol O'Connor-Fisher

Judy Brown

Kate Collins

Kim Estes

Karin Hauptman

Donna Sutherland

Annie Thomas

Jaime Tighe

Joan Dion

Diana Mileszko

APPENDIX A - WAGE SCALES

2022-2023		
	TA's (2%)	BT's (2%)
Step		
1	\$17.73	\$23.10
2	\$18.15	\$23.91
3	\$18.62	\$24.72
4	\$19.00	\$25.49
5	\$19.47	\$26.27
6	\$19.92	\$27.11
7	\$20.36	\$27.87
8	\$20.83	\$28.69
9	\$21.25	\$29.50
10	\$21.96	\$30.58

2022-2023 (Day 91)		
	TA's (.5%)	BT's (.5%)
Step		
1	\$17.82	\$23.22
2	\$18.25	\$24.03
3	\$18.71	\$24.84
4	\$19.10	\$25.62
5	\$19.56	\$26.40
6	\$20.02	\$27.24
7	\$20.46	\$28.01
8	\$20.94	\$28.83
9	\$21.35	\$29.65
10	\$22.07	\$30.73

2023-2024	Column 1	Column 2
	TA's (2%)	BT's (2%)
Step		
1	\$18.18	\$23.68
2	\$18.61	\$24.51
3	\$19.09	\$25.34
4	\$19.48	\$26.13
5	\$19.96	\$26.93
6	\$20.42	\$27.79
7	\$20.87	\$28.57
8	\$21.36	\$29.41
9	\$21.78	\$30.25
10 (TA Step @ .75%)	\$22.68	\$31.35

2024-2025	Column 1	Column 2
	TA's (2%)	BT's (2%)
Step		
1	\$18.54	\$24.16
2	\$18.98	\$25.00
3	\$19.47	\$25.85
4	\$19.87	\$26.65
5	\$20.36	\$27.47
6	\$20.83	\$28.34
7	\$21.29	\$29.14
8	\$21.78	\$30.00
9	\$22.22	\$30.85
10 (TA Step @ .75%)	\$23.30	\$31.97