

12/16/19

UNIT D
MEMORANDUM OF AGREEMENT

The Newton School Committee (the Committee) and the Newton Teachers Association, Unit D (the Association) hereby agree to a new one-year contract to be in effect from September 1, 2019 through August 31, 2020 and a new three-year contract to be in effect from September 1, 2020 through August 31, 2023. Except as modified by this Memorandum of Agreement, the terms and conditions of the prior collective bargaining agreement and Memoranda of Agreement will be carried forward into the successor agreement.

DURATION: 1-year contract: September 1, 2019-August 31, 2020
3-year contract: September 1, 2020-August 31, 2023

SALARIES AND COMPENSATION
COST OF LIVING ADJUSTMENTS

FISCAL YEAR 2020

- Effective September 1, 2019, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective March 1, 2020, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective March 1, 2020, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

FISCAL YEAR 2021

- Effective September 1, 2020, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2020, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective March 1, 2021, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective March 1, 2021, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

FISCAL YEAR 2022

- Effective September 1, 2021, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2021, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective March 1, 2022, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective March 1, 2022, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

FISCAL YEAR 2023

- Effective September 1, 2022, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2022, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective March 1, 2023, a 1% Cost of Living Adjustment will be applied to the salary schedules

ANNIVERSARY DATES FOR STEP INCREASES

FISCAL YEAR 2022

- Effective FY22, September 1 is the anniversary date for the step increase

ARTICLE 13

Section 3: In the 2021-2022 school year, January 1st is the anniversary date of step increases for all Unit E members.

In the 2022-2023 school year, December 1st is the anniversary date of step increases for all Unit E members.

The anniversary date for step increases to coaches' salaries is September 1st.

COACHES' SALARIES

FISCAL YEAR 2020

- Effective September 1, 2019, a 2.125% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2019, an additional .125% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

FISCAL YEAR 2021

- Effective September 1, 2020, a 2.5% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2020, an additional .5% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

FISCAL YEAR 2022

- Effective September 1, 2021, a 2.5% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2021, an additional .5% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

FISCAL YEAR 2023

- Effective September 1, 2022, a 2.625% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2022, an additional .375% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.
- Effective August 31, 2023, an additional .5% Cost of Living Adjustment will be applied to the coaches' salary schedules.

STIPENDS

FISCAL YEAR 2020

Effective September 1, 2019, the following additions/revisions shall be made to the stipend schedules:

- **High School**
 - MCAS Science Competency Portfolio Stipend - \$1,000*
 - MCAS Math Competency Portfolio Stipend - \$500*
 - MCAS English Competency Portfolio Stipend - \$250*
- **Middle School**
 - Content Leader Stipends compensated at the HS Group F rate (\$3025 in 2018-2019) (for consistency)
- **Citywide:**
 - International Cultural Exploration Coordinator @ HS Group E rate
 - International Cultural Exploration Assistant Coordinator @ HS Group A rate
 - Domestic Cultural Exploration (U.S. and Canada) Coordinator @ HS Group B rate
 - Domestic Overnight Trip (U.S. and Canada) stipend @1/2 workshop day rate (Article 22, Section 4 (“Summer Workshop Rate”)) (Units A, B, and E only)
- **Elementary:**
 - Increase Elementary Leadership stipend to HS Group A equivalent
 - Add Student Club/Activity Advisor (e.g., student council) (up to 3 per elementary school)

*Rates are for compiling a portfolio for one student in the specified content area for the MCAS competency portfolio process

- Effective September 1, 2019, a 2.25% Cost of Living Adjustment will be applied to the stipend schedules.
- Effective February 1, 2020, the mileage stipend shall increase from \$3.50 to \$4.00 per diem and from \$60 per month to \$75 per month. (Article 9)

- Effective February 1, 2020, the stipend for Unit D members who act as long-term substitutes shall increase as below.

ARTICLE 13
Wages

Section 8: **Long-Term Substitute**

A. If a Unit D member at either the elementary or the secondary level is assigned to work for 20 or more days replacing a teacher on either a consecutive or intermittent leave, this Unit D member will be paid a ~~\$60~~ \$69 per diem stipend.

C Unit D members will act as substitutes in this longer-term capacity on a voluntary basis.

If NPS knows in advance that the leave will last 20 days or more, the ~~\$60~~ \$69 per diem stipend will be paid immediately.

If NPS does not know in advance that the leave will last 20 days or more, the employee will then begin being paid a ~~\$60~~ \$69 per diem stipend, and will receive an additional ~~\$60~~ \$69 per diem for the first 19 days (~~\$1,140~~ \$1,311).

D. When Unit D members perform the work of substitutes, this shall have no impact on their status as members of the Unit D bargaining unit.

FISCAL YEAR 2021

- Effective September 1, 2020, a 3% Cost of Living Adjustment will be applied to the stipend schedules.

FISCAL YEAR 2022

- Effective September 1, 2021, a 3% Cost of Living Adjustment will be applied to the stipend schedules.

FISCAL YEAR 2023

- Effective September 1, 2022, a 3% Cost of Living Adjustment will be applied to the stipend schedules.
- Effective August 31, 2023, an additional .5% Cost of Living Adjustment will be applied to the stipend schedules.

LONGEVITY AND RETIREMENT

FISCAL YEAR 2020

- Effective September 1, 2019, longevity payments shall increase to the following amounts:

For Unit D members who work five days per week:

Years	Current	September 1, 2019
After 10 years of service	\$500	\$550
After 15 years of service	\$600	\$675

For all other Unit D members who have completed at least ten (10) years of service, longevity payments shall increase from \$250 to \$275.

- Effective September 1, 2019, create a new article that establishes an early notification of retirement incentive of \$500 for employees that give notice of retirement at least four (4) months prior to their date of retirement.

ARTICLE 22

Retirement

Section 1: Effective September 1, 2019, five (5) days per week salaried employees that give notice of retirement at least four (4) months prior to their date of retirement shall be awarded an incentive payment of \$500.

HEALTH INSURANCE

FISCAL YEAR 2020

- Effective September 1, 2019, the Committee will implement the below changes to the PPO health insurance plan it offers employees.

ARTICLE 27

Insurance and Annuity Plan

Section 5: **Health Insurance Contribution Rate Changes**

- C. Effective September 1, 2013 — September 1, 2019
Employees who utilize a PPO plan will pay 30% of premium employee share/70% city share.
- D. Effective September 1, 2019, the Committee will grandfather members who were on the PPO as of September 1, 2019. Those members will be grandfathered at the current rate (30% of premium employee share/70% city share) for the remainder of the time that they choose to participate in the PPO.

The Committee will offer to current PPO subscribers a one-time payout of a \$2000 for individual and \$4000 for family to leave the PPO within 60 days of ratification.

Employees who enroll in the PPO plan after 7/1/20 shall contribute 35% of the premium and the Committee shall pay 65%.

If a member returns to the PPO prior to the end of FY23, the member shall pay back money from the payout at a pro-rated amount and return to the grandfathered rate.

If a member returns to the PPO during or after the final open enrollment period, the member shall pay the new contribution rate of 35% by the employee and 65% by the Committee.

- Effective July 1, 2020, the Committee will implement changes to the plan design of the health insurance it offers employees:
 - Provide for a \$5 co-pay at Minute Clinic (as opposed to standard \$20 co-pay)
 - Provide for a \$10 co-pay at Urgent Care Clinic (as opposed to standard \$35 co-pay)
 - Increase prescription drug co-pay by \$5
 - Increase office and specialist visit co-pay by \$5

Section 6: Health Insurance Plan Design Changes

A. Effective July 1, 2020

- Deductibles: \$250 for each individual and \$500 total for a family
- \$40 Specialist co-pay up \$5 from \$35 to \$40
- \$25 Office PCP co-pay, up \$5 from \$20 to \$25
- \$5 co-pay for Minute Clinics (down from \$20)
- \$10 co-pay for Urgent Care Clinics (down from \$35)
- \$150 Outpatient day surgery co-pay
- \$100 Emergency Room co-pay
- Prescription drugs co-pays:
 - \$20 Tier 1, up \$5 from \$15
 - \$30 Tier 2, up \$5 from \$30
 - \$55 Tier 3 up \$5 from \$50

TUITION REIMBURSEMENT

FISCAL YEAR 2020

- Effective September 1, 2019, clarify terms under which Unit D members may apply for tuition reimbursement from the general tuition reimbursement fund available to all members of the NTA. Modify Article 8, "Professional Development," by deleting Sections 4 and 5 and replacing with new Section 4 below.
- Effective September 1, 2019, the overall funding for tuition reimbursement shall increase from \$135,000 to \$170,000. The individual maximum reimbursement shall increase to \$750 for educators seeking licensure.

ARTICLE 8

Professional Development

Section 1: The Committee agrees to pay the full cost of tuition when members of the professional staff are requested by the Superintendent to take a course or courses at accredited colleges, universities, or professional training schools.

Section 2: It is agreed that such request and the Committee's authorization for tuition payment must both be in writing and received prior to the staff member's attendance.

Section 3: Subject to availability, unit members shall be entitled to the use of tuition vouchers that have not been claimed by members of the professional staff.

Section 4: ~~The Committee agrees to establish a professional development fund for Unit D members of \$1,600.00 in each year of the contract. To be eligible for such funds, a Unit D member must be on Step 2. The President of the Newton Teachers Association and a Committee designee will agree on a method for administering these funds. 8 Professional Development opportunities (like Empower) will be provided to Unit D members on a space available basis.~~

Section 5: ~~Tuition reimbursement account funded at \$135,000 for FY15-FY18.~~

Section 4: The Committee agrees to budget and expend up to ~~\$135,000~~ *\$170,000* with the following guidelines:

- A. The maximum amount of reimbursement is \$750 per individual seeking licensure per contract year; \$600 per individual per contract year for all other applicants.
- B. To be eligible for such funds, the Unit D member must be on Step 2.
- C. Preference will be given to members seeking certification.
- D. Written application must be made on a form provided by the School Department.

- E. Decisions will be made by the school administration. The President of the Association will be given the opportunity to meet with the Assistant Superintendent of Human Resources to review the decisions and to make recommendations, if any, before the applicants are notified.

USE OF SCHOOL FACILITIES

FISCAL YEAR 2020

- Effective September 1, 2019, add a new Article, “Use of School Facilities” as a new Article 20.
- Effective September 1, 2019, the Association shall have the right to invite representatives of the UNUM/MTA Group Insurance plan into each of the school buildings during the school day once per year. Add a new Section 5 to “Use of School Facilities.”

ARTICLE 20

Use of School Facilities

- Section 1:** The Association will have the right to use school buildings without costs for two (2) meetings each school year, providing such meetings are held Monday through Friday and appropriate notice as provided in Section 2 herein is given.
- Section 2:** The Association will have the right to use school buildings without costs and at reasonable times for meetings, subject to safety requirements and availability, provided, however, that the Association will be required to pay the customary and standard fees (including custodial costs) for the use of said buildings consistent with current Committee policy. The Principal of the building in question and the Superintendent will be advised, sufficiently in advance, of the time and place of all such meetings.
- Section 3:** Members of the bargaining unit will have the right to use the athletic facilities and equipment of a school one (1) evening each week. The Association will pay for the customary and standard fees (including custodial costs) for the use of said buildings consistent with current Committee policy. The schedule and other related matters must be arranged, in advance, with the Superintendent.
- Section 4:** There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material. Prior to the posting of any such Association material, a copy of the material will be given to the Principal of the building. The Association shall be responsible for materials posted, and agrees that such materials shall be legitimate professional materials.
- Section 5:** The Association shall have the right to invite representatives of the UNUM/MTA Group Insurance plan into each of the school buildings during the school day once per year.

PROTECTION AND INDEMNIFICATION

FISCAL YEAR 2020

- Effective September 1, 2019, Add a new Article 21, “Protection and Indemnification.”

ARTICLE 21
Protection and Indemnification

- Section 1:** The rights of an employee covered by this Agreement to indemnification against certain actions and claims and to legal assistance will be governed by General Laws, Chapter 258.
- Section 2:** Employees covered by this Agreement will immediately report, in writing, all cases of assault suffered by them in connection with their employment to their immediate supervisor and the Superintendent.
- Section 3:** The report will be forwarded to the Committee, which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the employees, the police, and the courts.
- Section 4:** The Committee will reimburse employees full replacement costs for the following, provided it occurs in the proper performance of their employment and not as a result of the ~~teacher's~~ employee's negligence: any clothing or personal property damaged or destroyed.
- Section 5:** The Committee agrees that the following insurance will be provided: A. indemnity insurance; B. liability for bodily injury to others; C. liability for personal injury to others.
- Section 6:** The Committee will reimburse individuals covered by this Agreement for any loss or damage to eyeglasses or hearing aids or mobile phones caused by an assault on the individual or an accident during the workday.
- Section 7:** Individuals who are absent as a result of an on the job accident or personal injury suffered during the workday shall not lose pay because of such absence. The parties agree that sick leave bank days may be utilized for such purposes. Eligible employees under this section shall be allowed to use up to three years of sick bank time (balance of the school year that the injury/accident occurred plus two additional school years). The Employee will be required to submit updated medical documentation per Article 7 Section 5 (Sick Leave Bank) of the Unit C Contract.
- Section 8:** The Committee agrees to reimburse eligible employees for the cost of co-pays for office visits, emergency room visits, and prescription drugs, as well as physical and occupational therapy appointments that are not covered by insurance incurred due to physical injury/accident to the employee arising out of and in the course of employment. The maximum reimbursement for such injuries under this section shall not exceed the aggregate total of \$24,000 per year. All NTA units will be included under the \$24,000 cap. Employees who submit documentation of such costs via proper proof of payment as required by the comptroller shall be paid bi-monthly. This cap shall be pro-rated on a monthly basis of \$2,000 per month. Any unused balance will accrue month to month up to a total of \$24,000 for each year of the contract.

GOOD CAUSE AND PROBATIONARY PERIOD

FISCAL YEAR 2021

- Effective September 1, 2020, newly hired Unit D members must serve a 90 calendar day probationary period during which they may be released without cause. Add Section 2 as below:

ARTICLE 13

Good Cause

Section 2: Employees must satisfactorily serve a ninety (90) day probationary period before receiving an appointment to a regular assignment. Employees who have served an initial probationary period shall not be subjected to a subsequent probationary period.

A probationary employee may be discharged at any time during the probationary period, without cause. The discharge shall not be subject to the grievance procedure. Upon request, a probationary employee shall be entitled to a written statement of the reason for discharge.

UNION SECURITY

FISCAL YEAR 2020

- Effective January 1, 2019, delete Article 12, “Dues Deduction and Agency Fee,” and replace with the following two Articles:

ARTICLE 12

Dues Deduction

Section 1: Dues deduction shall be governed MGL. Chapter 180, Section 17A, which specifies the rights and responsibilities of Committee and the Association regarding (1) the authorization to collect dues; (2) the duration of and renewal of said authorization; (3) the collection of dues, including, but not limited to, the exclusive right of the Association, as the collective bargaining agent for members of the Newton Teachers Association, to receive dues from its members; and (4) the revocation of the authorization to collect dues.

ARTICLE 13

Union Security

Section 1: Chapter 150E, Section 5A shall govern the rights and responsibilities of the Association and the Committee regarding:

1. Notification to the Association of newly hired employees and provision of information regarding those employees
2. Association access to meet with newly hired employees
3. Use of district facilities for Association activities
4. Use of district email and communication systems
5. Exclusions of member personal and professional information from public record
6. Exclusion of Association-member communications from public record

Section 2: If a third party, such as an advocacy group, labor organization, or individual other than the Association, requests contact or employment information of bargaining unit members information through an MGL 150E information request or Public Records Request, the Committee will inform the Association of such request and the name of the requestor within twenty-four (24) hours (one (1) business day). This notification shall not be subject to the grievance procedure.

RELEASE OFFICER

FISCAL YEAR 2020

Effective September 1, 2019, add release officer language to the Unit D contract in a new Article before Article 13, "Wages."

ARTICLE 12

Release Time for Association President

- Section 1:** Upon request, the NTA President shall be placed on full or half-time leave of absence (i.e., the NTA President shall be required to perform none or one-half of his or her usually assigned duties). In the event the NTA President requests and is placed on full or half-time leave of absence by the Committee, the Association shall reimburse the Committee for the exact amount earned by the person or persons who fill the full-time or half-time vacancy except that in no case shall the salary amount reimbursed exceed the salary for the Unit A Master's Degree lane, Step 4. In addition, the NTA shall also reimburse the Committee the actual cost of fringe benefits for those appointed to fill such vacancy.
- Section 2:** Upon request, a second NTA officer of the Association's choice shall be placed on full or half-time leave of absence (i.e., the NTA officer shall be required to perform none or one-half of his or her usually assigned duties). In the event the NTA officer requests and is placed on full or half-time leave of absence by the Committee, the Association shall reimburse the Committee for the exact amount earned by the officer. In addition, the NTA shall also reimburse the Committee the actual cost of the released officer's fringe benefits.
- Section 3:** All benefits (including, but not limited to, sick leave and seniority) shall continue to be earned and to accrue during the period of the President's and Second Release Officer's leave.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives, this __ day of December 2019.

NEWTON SCHOOL COMMITTEE

NEWTON TEACHERS ASSOCIATION

Ruth Goldman, Chairperson
Bridget Ray-Canada
Steven Siegel
Newton Public Schools Committee

Michael Zilles, President
Newton Teachers Association

***Implementation of New Parental Leave Benefit**

The new parental leave benefit will be available to all employees for the birth or adoption of a child on or after August 28, 2019.

Parental Leaves (Co-Parent)

- *Leave concluded prior to ratification*
 - reinstate 4 “other” days that were used for the leave such that the employee receives a total of 10 paid days per the new parental leave benefit.
 - reinstate any personal business or personal illness days used for the leave such that the employee receives a total of 10 paid days per the new benefit.
 - pay the remainder of days (up to 25) to bring the employee to 40 total days at incentive rate (Bachelors Step 1 daily rate).
- *Leave in progress at ratification*
 - reinstate 4 “other” days that were used for the leave such that the employee receives a total of 10 paid days per the new parental leave benefit.
 - reinstate any personal business or personal illness days used for the leave such that the employee receives a total of 10 paid days per the new benefit.
 - if employee’s return to work date is before the conclusion of the 40 working days (i.e. the employee did not plan to take any unpaid time), the following two options apply:
 - extend leave to include the additional paid working days up to those available from their personal illness days;
 - return to work on the original planned day and receive the remaining paid days at the incentive rate.
- *Leave begins after ratification*
 - new policy applies

Maternity/Adoption Leaves (Parent)

- *Leave concluded prior to ratification; no unpaid time taken*
 - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
 - 40 days less prior paid days = X days paid at incentive rate (Bachelors Step 1).
- *Leave concluded prior to ratification; unpaid time taken*
 - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
 - 40 days less prior paid days = X days paid at member’s per diem rate;
 - reduce personal illness days by X days.
- *Leave in progress at ratification*
 - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
 - paid leave concludes at end of 40 working days;

- if employee's return to work date is beyond the conclusion of the 40 working days (i.e. the employee planned to take some unpaid time), employee will be paid for any additional days to bring the total benefit to 40 days.
- if employee's return to work date is before the conclusion of the 40 working days (i.e. the employee did not plan to take any unpaid time), the following two options apply:
 - extend leave to include the additional paid working days;
 - return to work on the original planned day and receive the remaining paid days at the incentive rate (Bachelors Step 1).
- *Leave begins after ratification*
 - new policy applies