

12/16/19

UNIT E

MEMORANDUM OF AGREEMENT

The Newton School Committee (the Committee) and the Newton Teachers Association, Unit E (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 September 1, 2019, an additional 2.5% Cost of Living Adjustment will be applied to the Newton Community Education Salary Schedule, twelve-month Group B Lane.
- 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 September 1, 2020, an additional 2.5% Cost of Living Adjustment will be applied to the Newton Community Education Salary Schedule, twelve-month Group B Lane.
- 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 September 1, 2021, an additional 2.5% Cost of Living Adjustment will be applied to the Newton Community Education Salary Schedule, twelve-month Group B Lane.
- 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 September 1, 2022, an additional 2.5% Cost of Living Adjustment will be applied to the Newton Community Education Salary Schedule, twelve-month Group B Lane.
- Effective March 1, 2023, a 1% Cost of Living Adjustment will be applied to the salary schedules

ANNIVERSARY DATES FOR STEP INCREASES

FISCAL YEAR 2021

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

FISCAL YEAR 2022

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

FISCAL YEAR 2023

- Effective FY23, December 1 is the new anniversary date for the step increase

ARTICLE 33

Section 4: In the 2020-2021 school year, February 1st is the anniversary date of step increases for all Unit E members.

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 18)
- Effective September 1, 2019, the overnight travel stipend shall increase from \$125 to one half (½) workshop day rate (Unit A, Article 22, Section 4 (“Summer Workshop Rate”)). (Article 30; add Section 9)

ARTICLE 30

Salaries

Section 9: Elementary, Middle and High School teachers and other educators accompanying students on approved overnight experiences shall receive additional compensation in the amount of one half (1/2) the workshop rate (Unit A Article 22, Section 4 (“Summer Workshop Rate” for each overnight spent for continental U.S. and Canadian trips only and for a maximum of five (5) nights per educator per trip upon the submission of a signed and approved overnight trip form.

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.

| Years | Current | September 1, 2019 |
|---------------------------|---------|-------------------|
| After 10 years of service | \$650 | \$715 |
| After 15 years of service | \$825 | \$900 |
| After 20 years of service | \$1,100 | \$1225 |
| After 25 years of service | \$1,500 | \$1650 |

- 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 36

Retirement

Section 1: Effective September 1, 2019, 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 23

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

WORK DAY/WORK YEAR

FISCAL YEAR 2020

- Effective September 1, 2019, modify Article 13, section 3. The last day for students will now be a full day for 10-month staff.
- Add two floating holidays to the ten-month work year; add one and one half floating holidays to the 12-month work year.

ARTICLE 13

Work Day — Work Year

Section 3: Work Year

A. The Ten-Month Year

The ten-month year for Unit E members, except Newton Community Education (NCE) employees, shall consist of the 180 days that pupils are required to be in attendance by state law plus five (5) additional days. Ten-month Unit E members will be given two floating holidays per year, which may be taken with one week’s notice and the approval of the employee’s supervisor, which shall not be unreasonably withheld. . The work year for NCE ten-month employees shall consist of 185 days as scheduled by the Director in consultation with the employee. Unit E members may work more than the required five (5) days on a voluntary basis at their per diem rate with the prior approval of the Superintendent or his/her designee. The last student day of school prior to the summer break will be a *full half*-day for Unit E, ten-month employees.

~~These changes will specifically include unit members who are stationed at the Education Center.~~

B. The Twelve-Month Year

The twelve-month year for Unit E members shall not exceed 48 weeks. Twelve-month Unit E members will be given two floating holidays per year, which may be taken with one week’s notice and the approval of the employee’s supervisor, which shall not be unreasonably withheld. .

ARTICLE 15

Vacations and Holidays.

Section 1: All full time Unit E members employed on a twelve-month basis shall be entitled to an annual vacation of twenty (20) days, accrued on a monthly basis. Part-time

twelve-month employees will be entitled to vacation on a pro-rata basis. After ten (10) years of service with the Newton Public Schools, twelve-month employees shall be entitled to an annual vacation of twenty-three (23) days accrued on a monthly basis.

SICK LEAVE, FAMILY LEAVE AND PARENTAL LEAVE

FISCAL YEAR 2020

- Effective September 1, 2019, the August 31, 2016 Memorandum of Agreement on Use of Sick Time shall be incorporated into the Unit E contract. It will become the new section 6 of Article 5, and the sections following it shall be renumbered.

ARTICLE 5

Sick Leave

Section 6: Use of Sick Days

- A. A member will notify the Human Resources Department as soon as reasonably practicable if she or he believes she or he may be absent from work for more than five (5) days due to personal injury, illness or a medical condition.
- B. If a member is absent for six (6) or more consecutive working days, the Human Resources Department and/ or the member's supervisor may request adequate medical evidence.

Employees must continue to follow their school absence reporting procedures until their direct supervisor or the Human Resources Department informs them otherwise.

The District may investigate any suspicion of abuse of sick time, including requiring an Independent Medical Exam (IME). A member may be subject to discipline for an abuse of sick time.

- C. If the Human Resources Department requests it, the member must supply the Human Resources Department with either FMLA form WH380-E or medical documentation on letterhead with an official signature that includes area of specialty, with the following information:
1. Employee's name
 2. Approximate date the illness or injury commenced,
 3. A description of the injury, illness or medical condition,
 4. A statement that the employee is not able to perform his/her position,
 5. The expected return to work date.

If the member is on leave for a period that exceeds 45 days, the member will be expected to again provide additional documentation.

Health care providers who may provide certification of a serious health condition include:

- Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- Clinical psychologists, physicians' assistants, nurse practitioners, certified nurse-midwives, podiatrists, and clinical social workers authorized to practice under State law and performing within the scope of their practice as defined under State law;
- A health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.

If medical documentation is requested, the member shall have at least fifteen (15) school days to provide such documentation. The Human Resources Department can be flexible if the member requests a good faith extension.

- D. The School Committee and Newton Teachers Association agree that a member's use of personal sick time for personal illness, injury, or medical condition shall run concurrently with FMLA leave time if the personal illness or injury is an FMLA qualifying condition.

The School Committee and Newton Teachers Association further agree that:

1. Members who have worked at least one year may use up to sixty days of unpaid leave per school year to care for a child, spouse, parent, or member of the family household who has an FMLA qualifying condition;
2. Members who have worked at least one year and are military caregivers may use up to one hundred and thirty days of unpaid leave per school year to care for a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness;
3. If members have remaining FMLA leave, this shall run concurrently with this unpaid leave;
4. Members may use any remaining Family Illness Days and Personal Days, and ~~“Other” days~~ to cover these absences;
5. The district has the same prerogatives it uses for verifying personal illness (delineated above in subsection C) for verifying the condition of family household members;
6. The district will continue to provide health insurance coverage

during the leave period, with the member and the district each continuing to pay its respective share of the premium for no more than one calendar year;

7. Members' use of personal sick leave is separate from their leave time to care for the above qualifying family household members. The use of personal sick leave does not count against leave time to care for qualifying family household members.
 - E. If the Human Resources Department requests medical documentation of illness, they may supply members with FMLA form WH380- E, but they must also inform members that they may fulfill their requirement to provide medical documentation by supplying a medical practitioner's note, in accordance with the guidelines from subsection C above.
 - F. The Association and the Human Resources Office agree to negotiate the forms and templates to letters that are used to communicate with members regarding all matters discussed in this section.
- Effective September 1, 2019, two (2) additional personal illness days may be used to care for a family member, bringing the total number of personal illness days that may be used to care for a family member to seven (7).

ARTICLE 5

Sick Leave

Section 5: Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury, with the following exceptions:

An employee covered by this Agreement may use up to seven (7) of his or her fifteen (15) annual sick days for an immediate family member's illness or injury.

- Effective September 1, 2019, allow members to carry over unused "Urgent Personal Days" as sick days Effective for the 2019-2020 school year and thereafter. This provision will not apply to carryover days for school years prior to the 2019-2020 school year.

ARTICLE 6

Leaves of Absence with Pay

Section 1: No change to the language of the preamble of Section 1, nor subsections A-H; modify the last sentence of Section 1 to read:

No accumulation of this allowance from one employment year to another is allowed, with the following exception:

If an employee does not use either or both of his or her two (2) days established for “urgent personal business,” per Section 2 below, by the end of the school year, they will be converted to personal sick days and accumulate as such.

- Effective September 1, 2019, modify Article 5, Section 10 to reflect current practice of allowing accumulated personal sick days to transfer when an employee becomes employed in a position governed by another Collective Bargaining agreement of the Association and the Committee.

ARTICLE 5

Sick Leave

Section 10: An individual who transfers from employment with the City of Newton without interruption in service to a position covered by this Agreement or any other Newton Teachers Association Bargaining Agreement with the Newton School Committee shall be credited with any sick leave credit earned by such employee while an employee of the City of Newton.

- Effective September 1, 2019, implement new Parental Leave Policy. Replace Article 9 with below; modify eligibility for Sick Leave Bank, Article 5, Section 11, as below; delete Article 6, Section 4.

ARTICLE 9

Parental Leave

Section 1: A employee who has been employed for at least ninety (90) calendar days may request parental leave for the purpose of birth of a child or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. An Employee who is requesting parental leave shall notify the Assistant Superintendent for Human Resources, in writing, specifying the expected dates of the leave of absence. The notification shall be provided as far in advance as possible, but at least four (4) weeks before the leave is to begin. The purpose of such notification is to provide the employee with the required documentation from human resources and to provide the administration with as much notice as possible to make suitable arrangements for continuity with respect to the employee’s assignments. Parental Leave will not be denied for failure to provide the required notice per this paragraph.

Section 2: (a) Employees shall be allowed to use up to forty (40) consecutive work days (as defined by Article 17, Section 2 above) of leave within the first six months of a child’s life or placement of the child under the age of 18 (or a child under the age of 23 with a mental or physical disability) to be at home with the child. The first

ten (10) days of such leave shall be paid without deduction from any contractual leave time. Up to thirty (30) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. Employees who are eligible per Article 5 Section 12 can access the sick bank for this leave time.

(b) A leave of absence granted under this Article will be in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) as amended and/or General Laws Chapter 149, Section 105D, whichever provides the most favorable treatment to an eligible bargaining unit member. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.

(c) If both Parents are employed by the District, each employee is entitled to up to forty (40) consecutive work days, per (a) above.

Section 3:

- A. Employees requesting Parental leave commencing after the beginning of a school year shall be eligible to have the remainder of that school year off.
- B. An employee who commences Parental leave on or after April 15 shall be eligible to have the remainder of that school year off plus the next school year.
- C. An employee who leaves on or after March 15 and notifies the Superintendent or his/her designee that he/she intends to take the next school year off must take the next year off unless he/she notifies the Superintendent of his/her intention to return prior to June 1 preceding the next school year.
- D. Ordinarily, an employee will not be allowed to return from leave within the school year unless the employee wishes to return after a leave of forty working days or less or unless the employee wishes to return immediately upon the termination of her disability. The Superintendent or designee retains the right to determine whether to grant the request of an employee to return from leave within the school year.

Section 4:

When the Employee returns from Parental leave (not childcare leave), the school administration will assign the teacher to the same or similar subject or grade level that he/she held at the time the leave commenced.

Section 5:

- A. If an employee adopts or gives birth to a child toward the end of the school year or during the summer school vacation, and has received less than their allotted paid Parental leave time per Section 2 above, the employee may choose to return to work at the beginning of the school year and forfeit the unused portion of the employee's paid Parental Leave. An employee who chooses this option shall receive a payment for the days

forfeited at the rate established under Unit A, Article 22, Section 4 (“Summer Workshop Rate”).

- B. Beginning in August 2020, a total of \$100,000 per fiscal year will be added to the budget to fund provision A above for the Association across all units. This amount is in addition to any other amounts expended for Parental Leave benefits
- C. These payments will be calculated on a pro-rata basis based on the amount available in the total pool and on the number of requests submitted as of August 31 of that year.
 - 1. If the amount requested under this clause totals less than \$100,000 based on requests submitted as of August 31 of that year, will receive a stipend based on the rate in Unit A, Article 22, Section 4.
 - 2. If the amount requested under this clause totals more than \$100,000 members will receive a stipend based on the rate in Unit A, Article 22, Section 4, pro-rated based upon the total number of requests and the amount of funds available.
- D. This benefit will be paid upon return to work regardless of whether the employee returns to work at the beginning of the school year or the employee takes unpaid leave, as long as they are still an NPS employee.

ARTICLE 5

Sick Leave

Section 11: Sick Leave Bank:

- A. There shall be a sick leave bank for use by eligible teachers covered by this Agreement who have exhausted their own sick leave. Eligible teachers are members who qualify under one of ~~have~~ the following circumstances: a member with a serious illness; members who gave birth and are considered disabled due to the birth of the child; and members who are the primary adoptive parents within the first six months of the adoption (adoptive primary parent includes a primary parent via surrogacy).

ARTICLE 6

Leaves of Absence with Pay

Section 4: ~~Parental Leave (to be used within one year of the birth/adoption of child): Eleven (11) consecutive days of sick leave may be used, along with four (4) 'Other/Family' days (if available) to be paid for parental leave, if the employee is not eligible for maternity leave benefits.~~

*See attached FY20 implementation plan.

FISCAL YEAR 2021

- Effective September 1, 2019, a total of eleven (11) personal illness days may be used to care for a close family member or dear friend. "Other" days may no longer be used to care for a seriously ill family member or dear friend. Strike "serious illness" from Article 7, Section 1, Part A.

ARTICLE 5

Sick Leave

Section 5: Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury, with the following exceptions:

An employee covered by this Agreement may use up to eleven (11) of his or her fifteen (15) annual sick days for a close family member's or dear friend's illness or injury.

ARTICLE 7

Leaves of Absence with Pay

Section 1: A full-time member of the professional staff covered by this Agreement will be allowed up to a total of six (6) days' leave of absence without loss of pay in any one (1) school year for the following reasons:

- A. ~~Death or serious illness~~ of a close family member or dear friend;

TUITION REIMBURSEMENT

FISCAL YEAR 2020

- 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 19

Tuition Cost and Tuition Reimbursement

Section 3: The Committee agrees to budget and expend up to ~~\$135,000~~ \$170,000 with the following guidelines:

- A. The maximum amount of reimbursement is ~~\$600~~ \$750 per individual *seeking licensure* per contract year; *\$600 per individual per contract year for all other applicants.*

USE OF SCHOOL FACILITIES

FISCAL YEAR 2020

- 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.¹

ARTICLE 21

Use of School Facilities

Section 4: 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, modify Article 22, Section 1, as below, to bring into conformity with current law.

ARTICLE 22

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.

- Effective September 1, 2019, modify Article 22, Section 6, 7 and 8, as below.

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 5 Section 11 (Sick Leave Bank) of the 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.

UNION SECURITY

FISCAL YEAR 2020

- Effective January 1, 2019, delete Article 25, sections 1 – 4, and replace with the following language regarding dues deduction:

ARTICLE 25

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.

- Effective January 1, 2019, rename Article 32, “Agency Fee,” “Union Security.” Replace sections 1 – 2 with the following:

ARTICLE 32

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, modify Article 29 to allow Unit E members to be released as “Second Release Officers.”

ARTICLE 29

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

Michael Zilles, President
Newton Teachers Association

Newton Public Schools Committee

***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