

AGREEMENT

between the

**BURLINGTON
SCHOOL
COMMITTEE**

and the

**BURLINGTON
INSTRUCTIONAL
ASSISTANTS**

**AFSCME
MASS STATE COUNCIL 93
LOCAL 1703**

July 1, 2008

to

June 30, 2011

COLLECTIVE BARGAINING AGREEMENT
between the
BURLINGTON SCHOOL COMMITTEE
and the
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, MASS. STATE COUNCIL 93
LOCAL 1703

This agreement entered into by the Burlington School Committee, hereinafter referred to as the employer, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	Recognition	4
II	Union Dues and Initiation Fees	4
III	Discrimination and Coercion	5
IV	Grievance and Arbitration Procedure	5
V	Union-Employer Responsibilities	6
VI	Vacancies/Job Posting	6
VII	Work Year/Work Day	6
VIII	Leaves	7
IX	Reduction in Force/Recall	9
X	Miscellaneous Provisions	9
XI	Salary Schedule	11
XII	Longevity	12
XIII	Duration	12
Attachment		
A	Performance Evaluation	13

ARTICLE I
Recognition

The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all instructional assistants of the Burlington School Department.

The employer will not aid, promote or finance any labor group or organization or make any agreement with any such group or individual for the purpose of undermining the union or changing any conditions contained in this agreement.

ARTICLE II
Union Dues and Initiation Fees

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization of Dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the constitution of the union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

All persons covered by the terms of this agreement shall be required as a condition of employment to be members of the union or to pay to the union an agency service fee. The amount of such fee shall be determined by Local 1703, AFSCME.

Authorization for Payroll Deduction

By _____
Name of Employee

To _____
Name of Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each _
_____ (Payroll Period)

the amount of \$ _____. This amount shall be paid to the treasurer of local union no. _____ and represents payment of my union dues.

These deductions may be terminated by me giving you a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE III
Discrimination and Coercion

There shall be no discrimination by the Superintendent or other agents of the employer against any employee because of activity or membership in the union. The employer further agrees there will be no discrimination against any member for adherence to any provision of this agreement.

The Parties of this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this agreement.

ARTICLE IV
Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties concerning the meaning or interpretation of this agreement shall be settled in the following manner, except that grievances involving discharge shall begin at Step 2.

Step 1: The union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the immediate supervisor within three (3) working days of the date of the grievance or his knowledge of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the steward within three (3) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Superintendent within five (5) working days after the immediate supervisor's response is due. The Superintendent shall respond to the steward in writing within five (5) days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the Burlington School Committee in writing within five (5) working days after the response of the Superintendent is due. The Committee will act upon the grievance if it is received by members of the Committee at least five (5) days prior to a regularly scheduled meeting; otherwise it will be acted upon at the next scheduled meeting. The Burlington School Committee shall respond in writing within five (5) working days following the School Committee meeting at which action is taken. Failure by the School Committee to reply within this period shall be construed as a decision favorable to the employee.

When Steps 1 through 3 of the grievance procedure take place during working hours, there will be no loss of time by employees in the processing of a grievance from Step 1 through Step 3.

Step 4: If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other request arbitration.

The arbitration procedure shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Board of Conciliation and Arbitration shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE V
Union-Employer Responsibilities

The employer and the union shall recognize and adhere to all state labor laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions. Should any provision of this agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all provisions of this agreement shall remain in full force and effect for the duration of this agreement, and any benefit, privilege or working conditions existing prior to this agreement shall remain in full force and effect.

The employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1703, to enter the premises.

The union further reserves the right to represent members under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein beginning at Step 1.

ARTICLE VI
Vacancies/Job Posting

When a position covered by this agreement becomes vacant, a Notice of Vacancy shall be posted in a conspicuous place in all schools listing the pay, duties and work schedule. This notice shall remain posted for seven (7) working days, and interested employees shall apply in writing within the seven (7) day period. A dated hard copy of such notices will be sent to the Local's Chapter Chair through inter-office mail with an electronic copy forwarded to each bargaining unit member prior to its posting. These notices will be sent to each employee's home address when school is not in session.

When a position is awarded to a current instructional assistant, a sixty (60) workday trial and training period in the new position will be instituted. If at the end of the trial and training period it is determined that the person is not compatible with the new assignment, s/he will be returned to their old assignment. If the old assignment has been eliminated, the person will be placed immediately in any vacant position that exists. If no vacancy exists, the person may bump the last instructional assistant hired by the Burlington School Department provided they are qualified. New hires will have a sixty (60) day trial and training period in the new position. If at the end of the trial and training period it is determined that the person is not compatible with the new assignment, s/he will be replaced.

ARTICLE VII
Work Year/Work Day

For the School Years 2008-2009 and 2009-2010, the School Year shall be one hundred eighty-seven (187) work days. For the School Year 2010-11, the School Year will be one hundred eighty-six (186) work days. The added work days shall be used for training and preparation purposes.

The workday shall be the same as the teachers' workday in the building in which the instructional assistants are assigned. Hours of work will be consecutive. One-half (1/2) hour duty-free lunch period will be allowed. Whenever possible, the lunch period shall be scheduled in the middle of the workday.

In the event that the work day for teachers is increased, the employer agrees to bargain the economic impact as it pertains to the current salary schedule.

On or before June 30th of each year, Instructional Assistants shall be notified in writing of their next year's assignment. This notification shall include their school assignment and the particular area that they are to be assigned due to reorganization or elimination of a position. The Burlington School Department reserves the right to reassign Instructional Assistants, with proper notification and reason to the Union Management Team, during the summer recess after the June 30th date if in the best interest of the Burlington School Department and without violation of any other article of the agreement. A copy of, or list of, all notification assignments shall be forwarded to the Union Management Team. Reassignments shall not be made in an arbitrary or capricious manner.

ARTICLE VIII
Leaves

A. Sick Leave

Employees covered by this agreement shall earn fifteen (15) days sick leave per year for each year of service. Sick leave credit will begin for employees starting on the first working day of a calendar month on a prorated basis. Sick leave not used in any year may be accumulated up to a limit of 185 days. Instructional assistants will receive a written accounting of their accumulated sick days by September 30th of each year.

In the case of serious illness of husband, wife, child, parent of either spouse of individuals subject to these rules, or a person living in the immediate household of individuals subject to these rules, may be granted sick leave with pay not to exceed five (5) working days within each school year or contract year.

In the event of the absence of an instructional assistant, every effort will be made to replace the instructional assistant.

Attendance Incentive Program

Instructional Assistants who use less than five (5) sick days in a school year may choose to participate in the Attendance Program at the rate of \$70.00 per unused sick leave day for up to five (5) days per school year.

<u>Sick Days Used</u>	<u>Incentive Days</u>	<u>Incentive Amount</u>
0	5	\$350
1	4	\$280
2	3	\$210
3	2	\$140
4	1	\$ 70

Incentive days will be deducted from the employees accumulated sick leave days when the incentive amount is paid. Employees will notify the School Department of their intent to participate by September 1st of each school year. Employees will receive their incentive payments two weeks after the completion of the respective school year.

Voluntary Sick Leave Transfer Program

Upon the effective date of this agreement, a voluntary sick leave transfer program shall be established for eligible members covered by this agreement who:

1. have a serious illness, and
2. have exhausted their own accumulated sick leave.

When conditions in paragraph 1. have been identified, members of the bargaining unit may voluntarily contribute two (2) days of their sick leave to be used by the member who is seriously ill and whose sick leave has been exhausted.

B. Jury Duty

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty as follows. The leave will be with full pay from the Burlington School Department, however, the employee will return to the Office of the Director of Finance and Operations whatever pay is received for jury duty exclusive of expenses and travel paid for by the court.

C. Bereavement Leave

In case of death of an employee's spouse, child or stepchild, parent of either spouse, grandchild, a member of the bargaining unit shall be granted leave of absence with pay for five (5) working days. Such paid leave may not exceed five (5) days and must be taken from the time of death up to two weeks after the funeral.

In the case of any immediate family as listed, a member of the bargaining unit shall be granted a leave of absence with pay for up to four (4) working days. Immediate family is defined as brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, uncles, aunts, first cousins or other relative residing in the same household as employee. A three (3) day bereavement leave will be given for spouse's grandparents; a two (2) day bereavement leave will be given for niece or nephew. This leave shall be taken within the period of time from the date of death through four (4) days after the funeral. Such paid leave may not exceed four (4) days.

D. Personal Leave

All employees covered by this agreement shall be granted three (3) days of personal leave per year effective July 1, 2008. This leave of absence shall be granted for personal, legal, business, household or family matters which cannot be taken care of during nonworking hours. All personal leave applications must be made at least three (3) days in advance except in the case of emergencies. All emergency requests must be made directly to the Superintendent of Schools with documentation regarding the emergency. Personal leave cannot be used to extend vacations or on the first or last day of school without permission of the Superintendent of Schools or his/her designee. Unused personal leave days shall be credited to sick leave.

E. Maternity Leave

Maternity leave will be granted in accordance with The Family and Medical Leave Act of 1993.

F. Religious Holidays

Two (2) days of leave of absence with pay will be granted for Jewish High Holidays and one (1) for Orthodox Good Friday where applicable.

ARTICLE IX
Reduction in Force/Recall

Employees covered by this agreement will only be terminated for just cause and in accordance with the provisions of this article. Any employee who is affected by Article VI, paragraph 2, shall have rights to recall under this provision. Reduction in force and recall shall be accomplished in the following manner:

1. Attrition
2. Seniority will be considered
3. Qualifications will be considered
4. For a period of twenty-six (26) months after lay off, seniority and qualifications will be considered on rehire to fill vacancies in instructional assistant positions.
5. Recall notices shall be sent by certified or registered mail to the laid off instructional assistant at his/her known address. If an instructional assistant refuses recall to the position for which notification is sent, then that instructional assistant shall not be subject to any further recall. Failure of an instructional assistant to respond to a recall notice within three (3) weeks of the notice shall be construed as a refusal of the recall.

The parties recognize the right to employ less than full-time instructional assistants in grant-funded positions and in new positions created on or after January 1, 2007. Additionally, if it is determined based upon the lack of funding or based upon the lack of need for services to reduce a grant-funded position or a position created after January 1, 2007 to less than a full-time schedule, the Union and the affected employee shall be given as much notice as possible, but in no case less than thirty (30) days notice. If said position (as described above) being reduced is a full-time position, the employee in the full-time position shall have the right to bump a less-senior employee in another full-time position provided said employee is deemed qualified for the position that he/she is bumping into. The employee bumping into the position will also be subject to the provisions contained in the second paragraph of Article VI. Any employee bumped in accordance with this paragraph would also be allowed the same bumping rights express herein. Any employee whose schedule is reduced under this article shall still be considered a full-time employee for health insurance purposes. Finally, existing positions not currently funded by grants that subsequently become funded grants after January 1, 2007 shall not be subject to this paragraph except for bumping purposes.

ARTICLE X
Miscellaneous Provisions

1. Inservice workshops for training programs will be available to the employees covered by this agreement in accordance with existing policies of the School Committee.
2. Bulletin boards will be made available in areas where employees enter or leave the premises.
3. The School Department's contribution to medical insurance premiums for fiscal year 2009 shall be as follows:
 - 50% of total monthly premium for BX/BS Blue Choice (Indemnity Plan)
 - 75% of total monthly premium for BX/BS HMO Blue Family Plan and 76% of Individual Plan
 - 75% of total premium for Harvard/Pilgrim Health Plan

Effective January 1, 2009 the Town of Burlington shall pay 70% of HMO plans with a minimum of two (2) HMO Plans being offered and the employee shall pay 30% of the HMO Plan.

4. Either party shall have the option to request further bargaining relative to change in medical insurance premiums, inclusion of the Massachusetts Employees Eye and Dental Fund, or any proposed changes that are collectively bargained between the Union and the Burlington School Department.

The current plan design and co-payment structure shall continue until any changes are collectively bargained between the Union and the Burlington School Department.

Effective January 1, 2009, the School Committee through the Town agrees to offer a Flexible Benefits Plan in accordance with all applicable Federal and Massachusetts Laws and Regulations. All administrative costs will be paid by the Town.

The School Committee, as the bargaining agent for the Town regarding health insurance issues, agrees that all changes to plan design (including co-payment amounts), premium splits and/or insurance carriers regarding health insurance will be bargained in accordance with the provisions of Massachusetts General Law c. 150E.

5. Instructional assistants will have the right upon request to review the contents of their personnel file. An instructional assistant will be entitled to have a representative of the union accompany him/her during such review and must have the Superintendent, Assistant Superintendent or a designee of either in attendance.

6. Instructional assistants who are assigned to more than one school in any one school day will be reimbursed at the same rate established by the Town for its employees for all interschool travel but no less than thirty-one (31) cents per mile. The method of recording such mileage will be at the sole discretion of the Director of Finance and Operations.

7. Effective in the 2002-2003 school year: In the event an instructional assistant replaces a teacher who is absent, the instructional assistant will receive a stipend of \$65 per day, after three (3) hours of instruction in that assignment. The stipend is in addition to the normal wage.

8. An evaluation instrument (Attachment A) will be utilized as a positive approach of study, after a newly hired employee who has served their sixty (60) day trial period in accordance with Article VI of this Agreement, and also prior to the end of the initial year of employment.

After the first year of employment, evaluations will be done on a yearly basis for all members.

Notification as to the administrator responsible for evaluation shall be provided to the employee by October 1st with a courtesy copy to the Union. The evaluation instrument shall be completed by May 30th of each school year.

Employees will be given a copy of any evaluation report prepared by an administrator and will have the right to discuss the report. The administrator must confer with any employee whose service evaluation report contains ratings of unsatisfactory in any respect, explain the rating and establish an improvement plan. In cases where an improvement plan has been established by an administrator for the improvement of unsatisfactory ratings contained in the evaluation instrument and after a designated period of time as defined in the improvement plan, an employee has not met the improvement plan goals or objectives, the employee will be subject to further action by the Superintendent of Schools or his designee.

The employee will acknowledge that he/she has had the opportunity to review and discuss material by affixing his/her signature to the copy. Said copy will be filed with the express understanding that such signature in no way indicates agreement or acceptance with the contents thereof.

9. Duties shall be consistent with an instructional assistant's building assignment in accordance with this agreement and will be at the discretion of the building principal.

10. When an instructional assistant works less than a full year, salary and benefits covered by this agreement will be prorated.

11. Labor Management Committee – There shall be a Labor Management Committee consisting of two representatives of the School Department and two representatives of the Union. The purpose of this Committee shall be to discuss areas of mutual concern (Training, Education, Health & Safety etc.). The Committee shall meet at the request of either party.

12. Membership Information – Notice of all new hires into the bargaining unit shall be sent to the Local Union President by forwarding a copy of the letter of hire. The letter of hire shall include the effective date of hire, current salary and the position within the bargaining unit assigned.

On October 1st of each year the Employer shall provide the Union with a list of current bargaining unit members. The list shall include the date of hire, current salary and the position within the bargaining unit they are assigned.

13. Instructional Assistants working during the summer break (including summer programming) that is outside of one's regular duties shall be paid at a rate of twenty-three (\$23.00) dollars per hour.

**ARTICLE XI
Salary Schedule**

For the period July 1, 2008 to June 30, 2011 the salary for Instructional Assistants is as follows:

- Increase all salary steps 3% effective 7/1/08
- Increase all salary steps \$400 effective 1/1/09
- Increase all salary steps 3% effective 7/1/09
- Increase all salary steps \$200 effective 1/1/10
- Increase all salary steps 2% effective 7/1/10
- Increase Step 5 of the salary schedule 1.6% effective 7/1/10
- Increase all salary steps \$200 effective 1/1/11
- Increase Step 5 of the salary schedule 1.5% effective 6/30/11

Salary Schedule

		Step 1	Step 2	Step 3	Step 4	Step 5
Current		23,493	25,373	27,403	29,596	30,602
7/1/08	3%	24,198	26,134	28,225	30,484	31,520
1/1/09	\$400	24,598	26,534	28,625	30,884	31,920
7/1/09	3%	25,336	27,330	29,484	31,810	32,878
1/1/10	\$200	25,536	27,530	29,684	32,010	33,078
7/1/10	2%	26,046	28,081	30,278	32,651	33,739
7/1/10	1.6%					34,279
1/1/11	\$200	26,246	28,281	30,478	32,851	34,479
6/30/11	1.5%					34,996

Payment of Wages

- A. When a payday falls on a holiday, Instructional Assistants will be paid on the previous day.
- B. All pay periods will be bi-weekly on an established payroll cycle for all school employees. The employee reserves the right to choose from a 22 week pay cycle or a 26 week pay cycle on a yearly basis.

C. Arrangements will be made for the direct deposit checks to the bank of the Instructional Assistant's choice.

ARTICLE XII
Longevity

A longevity increment as specified in the following paragraph shall be granted to each full time employee hired prior to June 1, 1985 at the completion of each five (5) years of full time employment.

The increment shall be three percent (3%) of the base pay in effect at the completion of five (5) years of full time employment; six percent (6%) of the base pay in effect at the completion of ten (10) years of full time employment; nine percent (9%) of the base pay in effect at the completion of fifteen (15) years of full time employment; twelve percent (12%) of the base pay in effect at the completion of twenty (20) years of full time employment; fifteen percent (15%) of the base pay in effect at the completion of twenty-five (25) years of full time employment. The maximum increment shall be received at the completion of twenty-five (25) years of full time employment.

Employees hired after July 1, 1985 will receive a longevity increment of \$700 at the completion of five (5) years of full time employment; \$900 at the completion of ten (10) years of full time employment; \$1,200 at the completion of fifteen (15) years of full time employment and, effective July 1, 2006, \$1,500 at the completion of twenty (20) years of full time employment. (See Table)

Longevity Table

Years Completed	Current	July 1, 2009	July 1, 2010
5 Years	\$700.00	\$ 800.00	\$ 900.00
10 Years	\$900.00	\$1,000.00	\$1,100.00
15 Years	\$1,200.00	\$1,300.00	\$1,400.00
20 Years	\$1,500.00	\$1,600.00	\$1,700.00

ARTICLE XIII
Duration

This Agreement shall take effect July 1, 2008 and shall remain in full force and effect until June 30, 2011. In the event that a successor Agreement is not reached by June 30, 2011, this current Agreement shall remain in effect.

In witness thereof, the employer has caused this instrument to be duly executed by its authorized designees and the union acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 23rd day of September 2008.

For the Employer:

Craig Robinson, Director of Finance and Operations

For AFSCME, Local 1703:

Jean Field
Adrienne Gerbrands
Laura Prince
Elizabeth Morrison

Appendix A

**BURLINGTON PUBLIC SCHOOLS
INSTRUCTIONAL ASSISTANT PERFORMANCE EVALUATION**

Employee _____

Title _____

School _____

Date _____

Years of Experience _____

Years in Assignment _____

PLACE A CHECK IN THE PROPER
COLUMN

	Commendable	Acceptable	Improvement Needed	Not Observable
I. RELATIONS				
• Promotes positive working relationship(s)				
• Works effectively with professional staff				
• Works effectively with administration				
• Works well with cooperating teacher				
II. ADAPTABILITY				
• Accepts suggestions				
• Interacts appropriately with students				
• Completes assignment/tasks in efficient, orderly fashion				
• Stimulates interest and eagerness in classroom activities				
• Displays initiative				
• Demonstrates flexibility to deal with various situations and assignments				
III. RESPONSIBILITY				
• Adheres to time schedules				
• Is discreet about uses of student information				
• Demonstrates appropriate behavior management strategies				
• Demonstrates ability to work effectively with groups of students				
• Demonstrates ability to work effectively with individual student				
• Demonstrates an understanding of school procedures				

COMMENTS / IMPROVEMENT PLAN:

Date and Time of Evaluation Conference _____

Evaluator _____

Title _____

Employee _____

Principal/Designee _____

Date _____

Date _____

*Employee signature only acknowledges receipt of evaluation.
Additional comments attached.*