

AGREEMENT

between the

**MILLBURY SCHOOL
COMMITTEE**

and the

**MILLBURY TEACHERS'
ASSOCIATION**

August 31, 2022

to

August 30, 2025

AGREEMENT

between the

MILLBURY SCHOOL COMMITTEE

and the

MILLBURY TEACHERS' ASSOCIATION

THIS AGREEMENT IS MADE AND ENTERED INTO and effective on August 31, 2022 by and between the MILLBURY SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the MILLBURY TEACHERS' ASSOCIATION (hereinafter referred to as the "Association")

The Millbury Public Schools insures equal employment and educational opportunities for its employees and students and does not discriminate on the basis of race, color, religion, national origin, sex or sexual orientation, gender identity (M.G.L. c. 151B and 151C, Title VI, Title VII and Title IX), or on the basis of disability (Section 504 of the Rehabilitation Act of 1973/ADA) or homelessness. In addition, the Millbury Public Schools does not discriminate against its employees on the basis of age (M.G.L. 151B/ADEA) on the basis of veteran's status, or genetic information.

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PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Millbury and that good morale within the teaching staff of Millbury is essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Millbury, has the final responsibility for establishing the educational policies of the public schools of Millbury;
- B. The Superintendent of Schools of Millbury (hereinafter referred to as the Superintendent) has responsibility for carrying out policies established by the Committee and of managing and directing the public schools;
- C. The teaching staff of the public schools of Millbury has responsibility for providing in the classrooms of the schools, education of the highest possible quality;
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the teaching staff; and so,
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I: SCOPE

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiations of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional school employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee, excluding, however, the Superintendent, the Business Manager, substitutes and all the other managerial and confidential employees. The terms of this Contract, excepting the Article XX (RIF), shall apply specifically and solely to those employees in Unit A, which unit consists of all contracted teaching personnel and clinical staff, except those defined as Unit B by the Labor Relations Commission, which includes assistant principals, and directors who devote fifty percent (50%) or more of their time to administrative responsibilities.

ARTICLE II: COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

Subject to the provisions of this Contract and except as otherwise provided by Appendix A attached hereto and made a part hereof, the wages, hours and other conditions of employment applicable on the effective date of this Contract shall continue to be so applicable.

ARTICLE III: GRIEVANCE PROCEDURE

The purpose of the procedures set forth hereafter is to produce prompt and equitable solutions to those problems, which from time to time arise and affect the conditions of employment of employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

- A. A grievance is herein defined as any dispute involving the meaning, interpretation or application of this Contract. A matter which is not specifically covered by any provision of this Contract, or which is reserved to the discretion of the Committee by the terms of the Contract, will not be the subject of a grievance under this Article.
- B. All time limits contained herein will be considered maximum, and the failure of the aggrieved party to refer the grievance to the next level within the time specified will be considered acceptance of the response at the last level heard.
- C. Failure at any step of this procedure to communicate the decision within the time specified to the aggrieved party and the President of the Association shall permit the aggrieved party to proceed to the next step.

- D. A grievance that affects a group of employees or a class of employees or is of a general nature may be submitted by the Association in writing to Level II and the processing of the grievance shall commence at that level. In such a case, the Association shall be considered the aggrieved.
- E. No reprisals of any kind shall be taken by either party to this Contract against any party in interest, any witness, any official of the Association or any other participant in the grievance procedure by reason of such participation.
- F. Any party presenting a grievance at any level under provisions of this Article may be accompanied by a representative of his/her own choosing. In the event that the aggrieved party chooses not to be represented by the Association, the Association shall have the right to be present and to be heard at each level of the grievance procedure in the manner stipulated at each level.
- G. All grievances must be filed within ten (10) school days of the event on which the grievance is based or from the date on which the employee should have had knowledge of the event.
 - 1. LEVEL ONE: The grievance shall be presented orally by the employee and a member of the Association Professional Rights and Responsibilities Committee to the appropriate administrator of the employee. (In cases where bargaining unit members are involved, subject bargaining unit members, this will be the Superintendent of Schools or his/her designee.)
 - 2. LEVEL TWO: If at the end of ten (10) school days next following the presentation at Level I, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall be presented in writing by the employee and the President of the Association or Chairman of the PR&R Committee to the Superintendent of Schools, who shall, within ten (10) school days thereafter, meet with the employee and the said President or Chairman in an effort to settle the grievance.
 - 3. LEVEL THREE: If at the end of ten (10) school days next following the presentation to the Superintendent, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall be presented within five (5) school days thereafter by the Association to the School Committee, unless the grievance involves a matter under the jurisdiction of the appointing authority which grievance shall be moved to level 4 and at their next regularly scheduled meeting or at a meeting called especially to hear the grievance prior to the next regularly scheduled meeting, the School Committee shall meet with the Professional Rights and Responsibilities Committee, the President and the employee in an effort to settle the grievance.
 - 4. LEVEL FOUR: In the event that the grievance shall not have been satisfactorily disposed of at Level III, or in the event that no decision has been rendered within ten (10) school days

following the Level III meeting, the Association or the Committee may refer the unresolved grievance to arbitration in writing within ten (10) school days. Arbitration shall be provided by the Massachusetts Department of Labor Relations or the American Arbitration Association, and a copy of the demand for arbitration shall be furnished to the party not filing.

- a. The selection of arbitrator(s) and the procedures to be followed shall be in accordance with the rules and regulations of the Department of Labor Relations then applying.
- b. The arbitrator(s) shall be limited to the interpretation and application of the terms of this Contract and shall not have the authority to alter, modify or amend the Contract.
- c. The arbitrator(s) will furnish a summary of significant issues and facts supporting its decision. The decision of the arbitrator(s) within the scope of his/her (their) jurisdiction shall be final and binding upon the parties thereto unless such decision would impair, infringe upon, or derogate from the statutory powers and duties of the School Committee or the appointing authority.
- d. Since the services of the Department of Labor Relations are furnished free of charge by the Commonwealth of Massachusetts, the filing party will pay the filing fee and thereafter each party will pay its own costs.
- e. No written communication, other document or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Millbury for any employee presenting such grievances.

ARTICLE IV: VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in a professional position occurs during the school year (September to June), it will be publicized by the Superintendent and/or the Principal by means of a notice placed on the Association bulletin board of every school for not less than fourteen (14) days unless both parties agree on a shorter time period. If a vacancy occurs during the summer, the Superintendent and/or Principal shall send the Association President written notification of the vacancy. The qualifications for the position, its duties and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore.
- B. All qualified bargaining unit members will be given adequate opportunity to make application for such positions, and the Superintendent and/or Principal agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling such vacancies, all Millbury bargaining unit

members under full contract will be interviewed and given due consideration. The granting of such consideration will not prevent the Superintendent and/or Principal from appointing an applicant not under full contract or not in its present employ. Each bargaining unit member applicant not selected will receive written notification from the Superintendent or his/her designee.

- C. Appointments will be made without regard to race, color, religion, national origin, sex or sexual orientation, gender identity (M.G.L. c. 151B and 151C, Title VI, Title VII and Title IX), or on the basis of disability (Section 504 of the Rehabilitation Act of 1973/ADA) or homelessness. In addition, the Millbury Public Schools does not discriminate against its employees on the basis of age (M.G.L. 151B/ADEA), on the basis of veteran's status, or genetic information.

ARTICLE V: TRANSFER

An involuntary transfer will be made only after a meeting between the bargaining unit member involved and the Superintendent or his designee. At this time the bargaining unit member will be notified of the reasons for the transfer. In the event that the bargaining unit member objects to the transfer at this meeting upon request of the bargaining unit member, the Association will be notified and the Superintendent or his/her designee will meet with the Association's representative to discuss the transfer.

ARTICLE VI: POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND UNDER FEDERAL PROGRAMS

- A. All openings for summer school and evening school positions and for positions under Federal programs will be publicized by the Superintendent in each school building as early as possible and bargaining unit members who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances summer school and evening school openings will be publicized not later than the preceding May 15 and August 15, respectively, and bargaining unit members will be notified of the action taken not later than June 15 and October 15 respectively.
- B. All qualified bargaining unit members will be given adequate opportunity to make application for such positions, and the Superintendent and/or Principal agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling such vacancies, preference will be given to qualified bargaining unit members already employed by the School System. Each bargaining unit member applicant not selected will receive written notification from the Superintendent or his/her designee.

ARTICLE VII: BARGAINING UNIT MEMBER EVALUATION

- A. All monitoring or observation of the work performance of a bargaining unit member will be conducted openly and with full knowledge of the bargaining unit member. The Millbury Teachers' Association and the Millbury School Committee agree to implement the Educator Evaluation Plan for the Millbury Public Schools, as developed by the Labor/Management Committee, becoming effective September 2012 and proceeding forward in subsequent years. Bargaining unit members will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.
- B. Bargaining unit members will have the right, upon request, to review the contents of their personnel file. A bargaining unit member may request a representative of the Association to accompany him/her during such review.
- C. No material derogatory to a bargaining unit member's conduct, service, character or personality will be placed in his/her personal file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and/or Principal and attached to the file copy.
- D. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a bargaining unit member for delinquency of professional performance. If a bargaining unit member is to be disciplined or reprimanded by an administrator, he/she may request a member of the Association to be present.
- E. No bargaining unit member will be disciplined or reprimanded through a reduction in rank or compensation or deprived of any professional advantage without just cause, in which case he/she will be notified by the Superintendent or his/her designee, through a formal written communication, as to why such action is being taken.

ARTICLE VIII: SICK LEAVE

- A. Bargaining unit members hired before the 1995-1996 school year shall be entitled to (15) fifteen sick days per year and those hired on September 1, 1995 and thereafter shall be entitled to (14) fourteen sick days per year, beginning this contract period, awarded in full in September of each new school year. Maximum accumulation of sick days will be 175 days.
 - 1. Should a bargaining unit member's contract be terminated before June, due to a resignation or termination of employment, sick days earned will be computed on a pro-rated basis. The pay for

sick days used beyond this amount will be deducted from the bargaining unit member's terminal remuneration at the per diem rate.

2. Absences due to a bargaining unit member being quarantined because of someone else's sickness will not apply against sick leave and the bargaining unit member will receive full pay. If a bargaining unit member is quarantined because of sickness contracted by said bargaining unit member, then the sick leave clause will apply.
 3. Sick leave is intended to be used in instances wherein the bargaining unit member is unable to perform his/her usual duties as a direct result of illness. The Principal and/or Superintendent of Schools may require a doctor's certificate following four (4) consecutive school days' absence or eight (8) school days within a ten school day period because of illness. Sick leave may be used in order to care for an immediate family member (child, spouse, parent or grandparent) residing in the member's household. Said leave is intended for an extended illness subject to appropriate medical documentation and to prior approval of the Superintendent. Emergency situations or extenuating circumstances may be approved at the discretion of the Superintendent.
 4. Upon a request in writing to the office of the Superintendent, a bargaining unit member will be provided with the total number of sick days the bargaining unit member has accumulated from previous years of teaching in Millbury.
- B. The Millbury School Committee shall establish a Sick Leave Bank for use by bargaining unit members covered by the contract. The Sick Leave Bank shall be governed by the following provisions:
1. At the beginning of the school year, the Committee shall set aside in the bank, a number of sick days equal to the number of bargaining unit members employed in the bargaining unit, but not to exceed five hundred (500) days, thus reducing each member's sick leave to fourteen (14) days or thirteen (13), where applicable, until the five hundred (500) days are accumulated in the Sick Leave Bank.
 2. A bargaining unit employee will be eligible for the sick leave bank benefits upon the accumulation of 20 or more days of sick leave. For those bargaining unit employees hired by the Committee beginning with the 1993-94 contract year, bank eligibility will commence with the accumulation of 15 or more days of sick leave. The sick leave bank may only be used by those employed under this contract with the Millbury School System.
 3. An eligible bargaining unit member may draw days from the Sick Leave Bank upon exhausting his/her own accumulated sick days. The individual may draw a number of days equal to the number accumulated prior to the onset of the extended illness or injury. No employee shall be granted more than 185 consecutive sick days during the course of a school year.

4. Use of the Sick Leave Bank shall be limited to one such use during a school year for an individual employee except for a bargaining unit member who suffers a recurrence of the original illness.
5. If a bargaining unit member returns to service from an extended illness or injury before actually using any Sick Leave Bank benefits or before using all of the days to which he/she was entitled, and then suffers a recurrence of the same problem, he/she shall be entitled to receive Sick Leave Bank benefits equal to those he/she had been entitled to before the original absence, or to those Sick Leave Bank days he/she had not yet used. This benefit is given regardless of the number of days accrued since returning from the original illness.
6. A bargaining unit member returning from an extended absence shall accumulate sick days in the same manner as other bargaining unit members as established by the Sick Leave Bank provisions in Section A of this article. A bargaining unit member returning from maternity/paternity leave who has exhausted all sick time may draw up to five (5) sick days from the Sick Leave Bank without a doctor's note. This withdrawal may only take place during the same school year that the bargaining unit member took maternity/paternity leave and may not be used to extend a maternity/paternity leave. Unused Sick Leave Bank time will be returned to the Sick Leave Bank at the end of the school year.
7. Applications for Sick Leave Bank benefits shall be made in writing to the Superintendent of Schools prior to the exhaustion of the bargaining unit member's accumulated sick days. It shall be accompanied by a doctor's certification as to the need for extended time for recovery from the illness. When a bargaining unit member is incapable of making application for benefits because of a serious medical reason (e.g., heart attack, crippling accident, etc.), benefits from the Sick Leave Bank shall begin automatically upon exhaustion of the employee's accumulated sick days, subject to meeting the eligibility requirements of the Bank.
8. The Superintendent may extend sick leave benefits in consultation with the MTA President when all eligible days from the Sick Leave Bank have been used.
9. Bargaining unit members may voluntarily donate sick days to another bargaining unit member who has exhausted their own sick time and is otherwise not eligible to apply to the Sick Leave Bank. The total number of donations from a single bargaining unit member may not exceed five (5) days in a single school year. Such requests must be made in writing to the Superintendent of Schools.
10. Bargaining unit members may accept no more than fifteen (15) sick days in a single school year. Unused donated sick days may not be carried into the following school year; any unused donated sick days will be returned to the donor(s) in an equitable fashion at the end of the school year.

11. Days placed in the bank and unused at the end of the school year shall remain in the Bank and shall accumulate from year to year for use by employees in subsequent years.
 12. The Sick Leave Bank Committee shall be composed of one representative of the Association and two School District members or its designees. The Sick Leave Bank Committee shall review all application to the Sick Leave Bank and notify applicants of the number of days to which they are entitled and the date on which their sick leave benefits terminate, maintain the 500 day limitation, wherever appropriate and make recommendations to the Superintendent regarding extended benefits outlined in Section B8 of this article.
 13. Terminal pay computed upon the basis of the employee's own individual accumulated sick leave while employed in the Millbury School System shall be reduced by any sum received for extended illness through the Sick Leave Bank.
 14. Upon return to work from an extended sick leave, an employee shall accumulate twenty (20) days as provided for in Section A of this article before becoming eligible for Sick Leave Bank benefits again subject to the limitations in Section B4 of this article. For those bargaining unit members hired on or after the 1992-93 school year, the minimum number of accumulated sick days required for sick bank participation will be fifteen (15) days in accordance with Section B2 of this article.
- C. Upon retirement, any bargaining unit member who has served in the Millbury Public Schools for a minimum of (15) fifteen years and is retiring between July 1st and December 31st will receive compensation for unused accumulated sick leave at the rate of \$30 per day to a maximum payment of \$5,250.
1. If a qualifying MTA member retires between January 1st and before the end of the school year, they will receive no buy-out amount.
 2. If there is a qualifying medical event requiring someone to retire before June 30th, the qualifying MTA member will still receive the \$30 per day buy-out amount.
- D. An additional one-time payment will be paid, upon retirement, to any eligible bargaining unit member who has served in the Millbury School System for a minimum of fifteen (15) years and elects to retire on June 30th. This one-time payment will be as follows: at age 59 or earlier, \$3,000; at age 60, \$2,000; and at age 61 or older and up to age 63, \$1,500. There shall be no early retirement incentive one-time payment for any member that retires at the age of 63 or older.
1. The employee must provide the Committee with a written notice of retirement one year prior to the intended date of retirement.

Responsibility Disclosure Form (HIRD) form and other necessary forms each year during the Town's Open Enrollment period.

- d. Employees must apply in writing to the Town, with copies provided to the Human Resources Director and the Treasurer/Collector, during the Annual Open Enrollment Period to be eligible for participation in the Opt-Out Program.
 - e. Where an employee's spouse has a different open enrollment period, the employee can waive their group health insurance coverage during their spouse's open enrollment. Payment will be a pro-rated amount of the incentive at the end of the plan year. Subsequent annual payments will be made at the end of each plan year.
 - f. An employee can always waive their insurance outside the Town's open enrollment period if they have a qualifying event. When such a circumstance arises, an employee can participate in the Town's Opt-Out program.
3. Re-Enrollment in the Town's Health Insurance Plans
- An employee who enrolls in the Opt-Out Program may re-enroll in one of the Town's health insurance plans:
- a. During the Town's next annual Open Enrollment period by contacting the Town's Treasurer/Collector's Office and completing the required paperwork, or
 - b. In the case of a loss of coverage, by contacting the Town Personnel Office within 30 days of the qualifying event and providing documentation of the loss.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

- A. The Association and Committee recognize that there may arise from time to time situations beyond the control of a bargaining unit member which requires his or her absence during school hours. The temporary leave is provided for specific emergency situations which necessitate that a bargaining unit member be absent from school. Bargaining unit members will be entitled to the following temporary leaves of absence with pay each school year:
1. Three (3) days leave of absence for religious, personal, legal, business, household or family matters which require absence during school hours. In exceptional cases, the Superintendent may extend the above limit. Application for personal leave will be made at least three (3) school days before taking such leave and must be approved by both the building principal or director and the Superintendent. The three day request may be waived in emergency situations.

- a. Any application for days taken as temporary leaves of absence must be accompanied by any of the reasons listed in Section A., 1. above.
 - b. During the first five (5) days of school, the last five (5) days of school, on the day just before a holiday and the day just after a holiday or vacation period, personal leave shall not be granted except in emergency situations to be determined in consultation with the Superintendent of Schools.
 - c. Unused personal days will automatically convert to sick days at the end of each school year.
2. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions up to an aggregate total of fifteen (15) days annually.
 3. A maximum of ten (10) days per school year for persons called into temporary active duty with any unit of the U.S. Reserves of the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. Employees will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government. A maximum of five (5) additional days will be granted for emergency situations beyond the control of the employee. No time will, however, be granted for duty required due to the employee's poor attendance at meetings or for any other reasons for which the employee is directly responsible.
 4. In case of a death in the immediate family (including, but not limited to, parents, grandparents, children, brother, sister, spouse, father-in-law, mother-in-law, son-in-law, or daughter-in-law), bargaining unit members shall be allowed necessary time off, not to exceed three (3) days, for each such misfortune.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the employee is entitled. No individual will be required to arrange for his/her own substitute.
- C. A full day's pay will be deducted from each employee's salary for each day absent for any cause other than the reasons stated in Articles VIII and IX of this Contract.
- D. Extended Leaves of Absence:
1. Should a bargaining unit member with professional status decide to explore an alternative career, that bargaining unit member shall be granted a one (1) year leave of absence subject to the following conditions:
 - a. Any bargaining unit member intending to take such leave must notify the Superintendent in writing of such intent no later than thirty (30) days prior to the start of the school year.

- b. All such leaves must last for the entire school year unless otherwise agreed upon, mutually by the Superintendent and said bargaining unit member.
 - c. Any bargaining unit member intending to notify the Superintendent of intention to return from a career leave must do so no later than the March 15 of the year the leave is taken by means of a letter to the Superintendent.
2. Other extended leaves of absence (exchange teacher, professional leave, additional bereavement time, etc.) may be granted at the discretion of the Superintendent.

ARTICLE X: MATERNITY LEAVE

A. Childbearing Leave

1. A bargaining unit member who becomes pregnant shall notify the Superintendent of Schools in writing as soon as pregnancy has been determined, but not less than thirty (30) days, except in cases of an emergency, prior to her/his anticipated date of departure.
2. The pregnant bargaining unit member may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Superintendent may require such medical evidence of the bargaining unit member's ability to continue employment.
3. A bargaining unit member who desires to return as soon as possible after termination of pregnancy will be allowed up to eight (8) weeks leave and will be guaranteed the same or similar position held at the time the leave is commenced. In the event birth takes place during a vacation, when the bargaining unit member is not on leave, the eight-week period will commence from the date of the termination of pregnancy.
4. The bargaining unit member who is pregnant and is physically unable to work due to disability connected to pregnancy, may use her accumulated sick leave to cover those days she is disabled and unable to work. The Superintendent may require medical evidence of such disability. Said disability leave shall be deducted from the bargaining unit member's sick leave accumulation.

B. Childrearing Leave:

1. Following the termination of disability leave, the bargaining unit member, on request, will be granted an unpaid leave for the remainder of the school year.
2. A one-year extension of the unpaid leave above, will be granted providing such request is made on or before April 1st.

3. While on leave, an employee may continue her/his coverage in the Town's Health Insurance program, provided the individual pays the entire cost thereof as per appropriate state statute. Personal days and other fringe benefits will not apply while on such leave.
4. A bargaining unit member returning from such leave will be assigned to the same or similar position she/he held at the time said leave commenced, or if that is not practical, to a substantially equivalent position for which said employee is qualified. The School District shall not be required to restore an employee to her/his previous position if other employees of equal length of service and status have been laid off due to economic conditions or other changes in the operating conditions affecting employment during the period of maternity leave.
5. An employee returning to the School District following approved leave, shall advance to the next step of the salary schedule in a subsequent school year, provided she/he had served in her/his bargaining unit member position for ninety-one (91) or more school days during the school year.

ARTICLE XI: NON-TEACHING DUTIES

The Committee and the Association acknowledge that a bargaining unit member's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. However, decisions made by the administrators, in the best interest of the children and the Town of Millbury, shall determine services provided by the teaching staff in the areas of non-teaching duties and student supervision. Therefore, they agree as follows:

- A. To the extent deemed possible, bargaining unit members will not be required to perform the following duties:
 1. Bargaining unit members will have a duty-free lunch period every day, in accordance with the time of the lunch period in their particular school.
 2. All classroom bargaining unit members will, in addition to their lunch period, have a minimum of five preparation periods per week during which they will not be assigned to any other duties.
 3. Academic subject area Junior High and Senior High School bargaining unit members will not be assigned any more than twenty-five teaching periods per week. Department Heads will not be assigned any more than twenty teaching periods per week. Elementary team bargaining unit members will be provided with weekly planning time, in addition to their regularly scheduled preparation time. Such planning time will be scheduled on a weekly basis by the elementary Principal.

4. No bargaining unit member shall be assigned more than one newly-developed course per school year. A “newly-developed course” shall be defined as a course added to the Program of Studies that has not yet been taught.
 5. Junior High and Senior High School department chairs shall recommend department teaching assignments to the principal annually. These recommendations will be considered whenever possible.
 6. Substitutes will be obtained in the event of a regularly assigned bargaining unit member’s absence.
 7. Non-professional assignments, including but not limited to milk distribution and supervision of playgrounds, cafeterias, corridors, sidewalks and buses. Four playground monitors will be hired to supervise children during the lunch recess periods in grades 1-6. This may reduce the supervisory assignments of staff.
 6. Collecting money from students for non-educational purposes. Although bargaining unit members may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money.
 7. Elementary bargaining unit members will not be required to remain in the classroom when the class is being taught by a specialist (e.g., art, music, physical education, media, etc.).
 8. Elementary specialists will be assigned preparation time commensurate with the time assigned other bargaining unit members at the same grade level(s). Travel time will not be considered preparation time.
- B. Bargaining unit members will not be required to drive pupils to activities which take place away from the school building. Bargaining unit members may do so voluntarily, however, with the advance approval of the Superintendent or his/her designee. The bargaining unit member will be covered by liability insurance to the limits prescribed by the Committee. It is understood that, in such cases, the Committee will furnish the additional coverage necessary to make up the difference between the prescribed amounts and the insurance the bargaining unit member is carrying.

ARTICLE XII: CLASS SIZE

The Committee and the Association agree that reductions in present class sizes are desirable, and to the extent possible, such reductions will be made to the end that class sizes will be made as small as possible. It is understood that the final decision on class size rests with the Committee.

ARTICLE XIII: SABBATICAL LEAVE

Any bargaining unit member who has served continuously in the Millbury Public Schools for a period of at least seven (7) years may, with budgetary approval of the School Committee, be granted by the Superintendent professional leave of absence not exceeding a half (1/2) year for study and/or research, such study and/or research are the educational responsibilities of the bargaining unit member. Application must be received at least six (6) months in advance of proposed starting date. No more than one percent (1%) of the teaching staff will be absent at any one time.

A bargaining unit member on professional leave shall receive full pay for a leave of one (1) semester (one-half year), provided that such pay when added to any program grant will not exceed the regular salary rate. A bargaining unit member returning from leave shall be placed on the step of the salary schedule he/she would have attained if he/she had remained in the school system.

While on professional leave the bargaining unit member concerned shall submit quarterly progress reports (i.e. 2 reports for a half year's leave) to the Superintendent. A bargaining unit member receiving sabbatical leave shall sign an agreement to return to the Millbury School District for twice the amount of time for which the leave was granted in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts. Failure to do so will cause the party to reimburse the town at the rate of one-fourth for each full five (5) month period not served upon return.

ARTICLE XIV: DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees dues for the Millbury Teachers Association, Massachusetts Teachers Association or the National Education Association, as said bargaining unit members individually and voluntarily authorize the committee to deduct, and to transmit the monies promptly to the Millbury Teachers Association. Bargaining unit member authorizations will be in writing in the form set forth below:

“DUES AUTHORIZATION CARD”

Name _____

Address _____

I hereby request and authorize the Millbury School District to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of the membership dues as certified by said Association in not less than three (3) equal bi-weekly payments (from consecutive pay checks). I understand that the District will discontinue such deductions for any school year only if I notify the Superintendent in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in

accordance with this authorization, and relieve the School Committee, the Superintendent and all of its officers from liability thereof.

Date _____

Bargaining Unit Member's Signature _____

- B. The Millbury Teachers Association will certify to the Superintendent in writing the current rate of its membership dues. The Association will give thirty (30) days notice to the Superintendent of any change in rate of dues.
- C. Deductions referred to in Section A above will be made in not less than three (3) equal installments, starting in November. The Committee will not be required to honor for any deduction any authorization that is delivered to it later than one (1) week prior to the preparation of the payroll from which the deductions are to be made.
- D. No later than October 1 of each year, the Superintendent will provide the Association with a list of those employees who have voluntarily authorized the School District to deduct dues for any of the Associations named in Section A above. The Superintendent will notify the Association monthly of any changes in said list. Any bargaining unit member desiring to have the Superintendent discontinue deductions he/she has previously authorized must notify the Superintendent and the Association in writing by September 15 of each year for that school year's dues.
- E. The Superintendent will authorize upon request of any bargaining unit member employed by the School District, payroll deductions for the purpose of savings or purchase of U.S. Savings Bonds. The Millbury Teachers Association will notify the Superintendent in advance as to the savings institution selected to receive these monies.

ARTICLE XV: TEACHING HOURS

- A. The starting and dismissal times for students in each grade level will be established by the School Committee based upon the recommendation of the Superintendent of Schools.
 - 1. The workday of bargaining unit members will begin not more than fifteen (15) minutes before the aforesaid starting times and will not end more than fifteen (15) minutes after the aforesaid dismissal times, except for properly called meetings consistent with past practices and which include:
 - a. Individual student aide and parent teacher conferences.
 - b. Transportation supervision on a rotational and equitable basis.

- c. Other meetings such as departmental or other faculty meetings, in-service training and curriculum development meetings.
 - d. Student help sessions or grade level meetings where bargaining unit members will be available for one hour after the dismissal bell one day each week.
2. Said starting and dismissal times are subject to modification by the Committee, provided however, that no such modification will increase the length of the bargaining unit member's workday. In the event that the aforesaid dismissal times are modified in any of the schools, the workday of classroom bargaining unit members in such schools will end not more than fifteen (15) minutes after the pupil dismissal times then in effect.
 3. Personnel other than classroom bargaining unit members will work at their assigned tasks for at least the length of the regular bargaining unit members' workday. It is recognized, however, that the proper performance of their duties may on occasion require these persons to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.
 4. Bargaining unit members will be given advance notice, whenever possible, before any faculty meeting. Meetings shall be constructed so that they accomplish their purposes without unduly lengthening the bargaining unit members' workday. Whenever possible it shall be the objective to cover all material within an hour of the beginning of the meeting. Individual bargaining unit members may be excused from such meetings for good cause acceptable to the administrator calling the meeting.
 5. Bargaining unit members will be required to attend no more than two (2) evening meeting per school year for the purpose of meeting with parents or participating in curriculum activities sponsored for the benefit of students and/or parents. Attendance at other evening functions shall be at the individual bargaining unit member's option.
- B. The work year of bargaining unit members (other than new teachers who may be required to attend additional orientation sessions) will begin no earlier than the last full week of August and terminate no later than June 30th and will in no event be longer than 185 days.
- C. The work year will include days when students are required to be in attendance, orientation days, conference days, in-service days and any other days in which teachers' attendance is required. The one (1) additional day will be pro-rated.
- D. Two (2) of the five (5) professional days will be scheduled at the start of the school year prior to students reporting. A maximum of three professional development half days shall be scheduled each year. Further, the work year of bargaining unit members will include the traditional vacation weeks of Christmas and Patriots' Day.

E. The last school day before winter break shall be a half day.

ARTICLE XVI: GRADUATE CREDIT GUIDELINES

A. Bargaining unit members who wish to earn graduate credits will be eligible for reimbursement for a maximum of nine (9) graduate credits, with prior written approval of the Superintendent, during any three (3) year contract period, as specified in Article XVIII. All earned graduate credits may be used to progress through the Salary Schedule Lanes found in Appendix A except as specified in Section D.2. of this article.

Credits not earned during a three (3) year contract period may not be requested in the following contract period, in addition to the maximum of nine (9) credits, which may be requested in the subsequent contract year.

As professionals, all bargaining unit members must maintain their DESE licensure.

- B. To satisfy that the requirements of a graduate course have been met, the bargaining unit member must submit a transcript from the university, which includes the grade and if seeking reimbursement from the district, a copy of the form of payment, with the reimbursement request form by October 1st, February 1st and July 1st of each year.
- C. Graduate credits, as specified in paragraph A above, may be earned in every three year period and all the conditions of the Contract must have been met in order to receive the yearly increment, raise or change in maximum established by the School Committee. Bargaining unit members must receive prior approval from the Superintendent of Schools for any courses taken to fulfill credits required for professional advancement. This approval must be received before actually beginning classroom participation.
- D. Bargaining unit members may progress no more than one step on the professional advancement scale in any two-year period.
- E. All bargaining unit members will meet the following criteria for earned graduate credits and PDPs:
1. All graduate courses require prior written approval by the Superintendent before the course has begun to fulfill credits for professional advancement.
 2. Graduate credit will be earned through an approved college or university. Graduate credit earned through the French River Education Center after August 2019 may not be used to progress through the Salary Schedule Lanes found in Appendix A.

3. A maximum of six graduate credits earned through a third party provider (i.e. “Learners Edge”) may be applied toward any single lane change on the professional advancement scale.
3. Beginning August 2019, up to three (3) French River Education Center courses taken for PDPs will be eligible for reimbursement in accordance with Article XVIII during any three (3) year contract period.
4. Tuition fee reimbursement will be in keeping with past district practice.
5. Woolie credits may be earned through approved courses offered by Millbury Public Schools. One (1) Woolie credit will be awarded for fifteen (15) hours of instruction in addition to outside reading and other course assignments.
6. All courses offering Woolie credits must receive prior written endorsement by the Superintendent.
7. Woolie credits may be used toward professional advancement provided that the Superintendent has given prior written approval.
8. Woolie credits are not portable outside of the Millbury Public School District and, therefore, not transferable to other school districts.
9. If PDP work receives prior approval by the Superintendent and is earned on the district’s time (during the work day), those PDPs will not be eligible for tuition reimbursement because the employee is receiving a per diem salary for that time.
10. If courses offered by Millbury Public Schools are not taken for Woolie credit, but rather to earn PDPs only, 15 PDPs will be awarded for a fifteen (15) hour course.
11. Woolie credits and PDPs will not be awarded for the same course offered by the Millbury Public Schools.

ARTICLE XVII: PAYMENT FOR COURSES

The School District shall pay to each bargaining unit member 75% of the tuition costs for each course satisfactorily completed under Article XVI directly from an accredited college or university. Such reimbursement shall not exceed 75% of the current tuition cost of Worcester State University.

The School District shall pay to each bargaining unit member 25% of the tuition costs for each course satisfactorily completed under Article XVI from a third party vendor (i.e. “Learners Edge,” etc.). Such reimbursement shall not exceed 25% of the current tuition cost of Worcester State University.

Unit members will be eligible for reimbursement for a maximum of nine (9) credits every three (3) contract years. All such courses must have the advance approval of the Superintendent. Such payment shall be made to the bargaining unit member upon evidence of satisfactory completion of course and a copy of the tuition receipted bill.

ARTICLE XVIII: GUIDANCE COUNSELORS

Guidance counselors are on a bargaining unit members work schedule. All guidance staff members who are required to work more than the regular school year will be paid at the per diem rate of their then school year salary for working the week after school closes and/or the week before school begins. Any day worked should be an eight-hour day and shall be supervised by the appropriate administrator.

ARTICLE XIX: PRESIDENT OF ASSOCIATION

The President of the Millbury Teachers' Association will not be assigned non-teaching duties.

ARTICLE XX: REDUCTION IN FORCE (LAY-OFF PROCEDURE)

Assistant Principals and Directors covered under Unit B will have all the rights and privileges of this article as delineated in Sections A, B, and C.

- A. In the event that a decrease in the number of students and/or other reasons render advisable the layoff of one or more bargaining unit members, the following criteria will be applied in determining which bargaining unit members will be reduced:
1. A bargaining unit member who has attained professional status (PTS) shall not be dismissed if there is a bargaining unit member who has not attained professional status whose position the PTS bargaining unit member is qualified to fill.
 2. Reduction in force of a teacher with PTS within the targeted disciplines shall be based on a teacher's job performance and the best interests of the students, which is defined as the teacher's most recent summative overall evaluation ratings as compared to other teachers' most recent summative overall evaluation ratings.
 3. Summative overall evaluation ratings from the Massachusetts Model System for Educator Evaluation, first implemented by the Millbury School System at the start of the 2012-2013 school year, will be used to compare performance. Ratings of *Proficient* and *Exemplary* will be considered equal.

4. In any case in which the above factors are determined to be equal by the administration, then length of teaching service in the Millbury School System will be used as the determining factor, with the least senior teacher in the discipline laid off first.
5. If length of service is equal, then license to teach multiple subjects and/or grade levels will be the determining factor.
6. A teacher's placement on the salary schedule shall not be a factor in the consideration of layoffs.

B. Bargaining Unit Member Recall Procedure:

1. In the event of a layoff or reduction in force, all affected bargaining unit members who have been rated *Proficient* or *Exemplary* at the time of layoff shall be eligible for recall rights for a period of two (2) years. No new employee shall be hired until such time as every eligible bargaining unit member on the recall list has been given an opportunity to fill the vacancy.
2. The following criteria will be applied in determining which of the qualified applicants will be recommended by the Superintendent under the recall provision for a vacant position:
 - a. Area of Competence
 1. Certification
 2. Ratings of Proficient or Exemplary at the time of layoff
 3. Number of years of actual experience in the area of competence.
 - b. Length of teaching service in the system.
3. The Superintendent's office shall maintain a complete list of all Millbury professional personnel formerly under contract who have been by virtue of declining student population, economic conditions and/or school closings laid off.
 - a. This listing will include the former employees:
 1. Beginning and ending dates of teaching services to the Millbury School Department.
 2. Area(s) of certification.
 3. Complete description of professional experience.
 4. Name, address and telephone number (it is the applicant's responsibility to furnish current information and an updated resume to the Superintendent's office).
 - b. A bargaining unit member's name shall be maintained on the recall list until the September 1st two (2) years after the date on which lay-off occurs.
4. A bargaining unit member to be recalled shall be so notified, at the last address on file with the Superintendent, by certified mail and a copy of such notice shall be furnished to the Association

President. If the bargaining unit member fails to respond to the recall within two (2) weeks of the mailing date of the notice, the bargaining unit member shall forfeit all rights under this Article.

5. Upon recall, employees shall be credited with all previously earned unused sick leave, tenure and seniority.
6. Returning employees shall be placed on the salary schedule one step higher than the level at which they left, provided that they have served in excess of ninety (90) continuous days in the year directly preceding their layoff. Any bargaining unit member on the recall list who is taking courses for professional advancement must have the approval of the Superintendent if the courses are to be credited for level advancement upon return.
7. Bargaining unit members recalled shall be considered to have been on a non-paid leave of absence for the term of the layoff.
8. In recognition of the fact that layoff is treated as an involuntary leave of absence without pay, with recall rights under this Article, a bargaining unit member who accepts such leave in lieu of dismissal agrees, in writing, not to exercise any present rights that he/she may have pursuant to Massachusetts General Law, Chapter 71, Section 42. A bargaining unit member who will not so agree may elect to have such layoff treated as a dismissal in which case he/she shall be afforded all his/her statutory rights rather than layoff rights under this Contract. A bargaining unit member who elects the dismissal process waives all recall rights.

ARTICLE XXI: MANAGEMENT RIGHTS

The rights, powers, responsibilities and authority of the Millbury School District shall include, but not be limited to the following, except to the extent that such rights are expressly limited by specific provisions of this Agreement or by statute: To direct and conduct the educational affairs of the department and its schools; to direct, supervise and evaluate employees through its designated administrators; to conduct relevant professional development programs, subject to the provisions of this Agreement, as to bargaining unit members' maximum hours of work per day or work days per year; to direct and control all the operations and services of the department and its schools; to evaluate and determine the educational curriculum, in concert with its professional staff; to schedule classes and courses, including the cancellation of same; to determine the organization and the number of personnel of the department and its schools; to determine the level of student competency; to assign and transfer employees; to schedule and enforce working hours, subject to the provisions of this agreement; to determine whether goods should be made, purchased or leased; to hire, appoint and promote, through its legally designated administrators and in accordance with the provisions of MGL Chapter 71; to demote, suspend, discipline and discharge subject to MGL Chapter 71 and subject to just cause for bargaining unit members with professional status; to lay off or relieve employees due to lack of work; lack of funds

or for any other lawful reasons; to determine class size; to make and enforce rules and regulations, subject to the provisions of this Agreement; to change or eliminate existing equipment, facilities, programs or schools; and to institute technological change. In addition to the provisions of this Agreement, all laws and rules or regulations applicable to a bargaining unit member's rights and responsibilities will continue to be considered to be in full force and effect, nor should anything contained herein be interpreted to permit for the subcontracting of services currently performed by members of the bargaining unit, except where presently practiced (i.e. substitute teachers and long-term substitute teachers). The exercise of the rights contained herein shall not be a matter subject to grievance or arbitration under Article IV of the Agreement.

ARTICLE XXII: NO STRIKE CLAUSE

Neither the Association nor any bargaining unit member will engage in, induce or encourage any strike, work stoppage, slow down, sympathy strike or withholding of services, including so-called "work-to-rule" as so defined in Lenox School Committee, 7 MLC 1761, 1776 (1918) aff'd sub nom. (Lenox Education Association V. Labor Relations Commission, 393 Mass. 276 1984).

ARTICLE XXIII: SALARIES AND DIFFERENTIALS

The salaries and differentials of all persons covered by this Agreement are set forth in Appendix A (Millbury Teachers' Association Salary Schedule), Appendix B (Athletic Coaches Salary Schedule), and Appendix C (Differential Salary Schedule – Bargaining Unit Member Group) and said appendices are attached hereto and made a part hereof.

ARTICLE XXIV: GENERAL

- A. If any provision of this Contract or any application of the Contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- B. School personnel other than those shown in the salary schedules contained in this Contract are to be paid at the discretion of the School Committee.

ARTICLE XXV: DURATION

This contract will be effective as of August 31, 2022, and shall continue to be in effect up to and including August 30, 2025. Thereafter the Association and Committee agree that future contracts shall be negotiated for a three-year duration regarding all salary and any two (2) articles. However, if in the

opinion of either party, prevailing economic or other unforeseen conditions exist making a three year contract undesirable, then the language addressing duration shall automatically be null and void, leaving only the two article clauses in effect. The Committee or the Association shall give written notice of its desire to modify or terminate the contract by November 1 of the year preceding expiration of the contract.

IN WITNESS WHEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first above written.

- 1.
2. Advance level of training (BA + 15; MA; MA + 15) recipients will be paid the salary differential (indicated in A) in the semester following receipt of the approved credentials by the Superintendent of Schools.
3. Teachers who have a Master's degree plus 30 hours will be paid the differential (indicated in A) above the Master's degree schedule in the semester following submission of evidence of final satisfaction completion. All teaching personnel wishing to be considered for this program must see the Superintendent of Schools in order to have courses approved and a file established.
4. The stated (salary schedule) increment will be granted to all bargaining unit members who reach the third step on Millbury's pay scale, regardless of whether or not they gained their experience in Millbury or whether they gained it in some other service. For bargaining unit members who have taught three years in Millbury and are appointed to the third step in the pay scale this will be the same as a tenure-step increment. However, for those who gained this experience in some other school district or in some other fashion this increment will be granted when the third step is reached or when figuring out the credit for the experience they are to receive when appointed. In other words, this is to be termed the third step increment and not necessarily the tenure-step increment.
5. Longevity payments shall be paid to those bargaining unit members who have completed a number of years of service in the Millbury Public Schools, such service being not necessarily continuous, as follows:

a.	10 years	600
b.	15 years	600
c.	20 years	600
d.	25 years	600
e.	30 years	600
f.	35 years	600

6. Equivalency – Any Millbury bargaining unit member may advance to the Master’s, Master’s plus 15, Master’s plus 30, Master’s plus 45, Master’s plus 60, or Master’s plus 75 salary level (indicated in A) by completing 30, 45, 60, or 75, credits respectively, of courses approved by the Superintendent of Schools. Bargaining unit members will be paid an additional \$50 for each Masters Degree earned, an additional \$100 for each CAGS, and an additional \$150 for each Doctorate earned.

7. Bargaining unit members will have the option of collecting their salaries in either a twenty-one or twenty-six equal payment schedule. Prior to August 1 of each year, the School District will send written notification to each bargaining unit member informing him/her of the net income that each payment will yield, and requesting each bargaining unit member to choose the payment schedule that he/she would prefer. Bargaining unit members must respond to the notification within twenty-one days; otherwise, the twenty-six payment schedule will be used.

8. Other Post-Employment Benefits Employee Contribution Trust Account - Each employee shall pay the equivalent of 0.5% of their annual pay into an OPEB Trust Fund established to receive employee contributions. Payments shall be payable, in equal installments for each payroll period, in the amount equal to 0.5% of the employee’s pay rate for that pay period.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this on October 26, 2022.

For the Millbury School Committee:

Mrs. Jennifer Nietupski, Chairperson _____

Mr. Christopher Wilbur, Vice-Chairperson _____

Mrs. Julia Lagerholm _____

Mr. Nicholas Lazzaro _____

Mrs. Jessica Bristol _____

For the Town of Millbury:

Mr. Sean Hendricks, Town Manager _____

For the Millbury Teachers Association:

Mr. Jeffrey Lyon, President _____

Mr. Erik Christensen, Vice-President _____

Mrs. Jennifer Atteridge _____

Mrs. Heidi Desautels _____

Mrs. Amy Fuentes _____

Mrs. Michelle Gauthier _____

Mrs. Kimberly Pine _____

Mrs. Amy Sullivan _____

Mr. Michael Tarka _____

Mrs. Anna Vallancourt _____