

**MEMORANDUM OF AGREEMENT
BETWEEN
THE WATERTOWN EDUCATION ASSOCIATION, UNIT D
AND
THE WATERTOWN SCHOOL COMMITTEE**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Watertown Education Association, Unit A (hereinafter the "Association") and the Watertown School Committee (hereinafter the "Committee").

WHEREAS, the Association and the Committee entered into a collective bargaining agreement for the period September 1, 2019, through and including August 31, 2022; and

WHEREAS, the Association and the Committee have bargained collectively pursuant to Massachusetts General Law, Chapter 150E, for two successor collective bargaining agreements covering the period of September 1, 2022 through June 30, 2025. The duration of the first agreement shall be effective from September 1, 2022 through June 30, 2023. The duration of the second agreement shall be effective from July 1, 2023 through June 30, 2025.

NOW, THEREFORE, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2019, through and including August 31, 2022, shall remain in full force and effect for the period September 1, 2022 through and including June 30, 2025 except as amended herein. [In modified text, deletions are denoted by ~~strikethrough~~ and additions are denoted by ***bold italics***.]

Housekeeping:

Amend any outdated titles/positions/personal pronouns (i.e. he/she) and changes in dates in accordance with the successor agreement.

ARTICLE I: ASSOCIATION RECOGNITION

(D) (3) Exchange of Information/Joint Responsibilities

~~(c) — Each building representative will be provided with copies of minutes of official Committee meetings and a copy of the official agenda of the meetings.~~

ARTICLE IV: SALARIES AND OTHER COMPENSATIONS

Section 2: Method of Payment:

- a. Employees will be paid in bi-weekly installments, not to exceed twenty-two pay checks. Employees will be notified of the date of their first paycheck no later than June 15 of the preceding work year. ~~Employees shall receive a lump sum payment at the close of school in June directly deposited into their bank account.~~
- b. The Committee will request the Treasurer's Office to make wage payments every other Thursday. Bargaining Unit Members must have their checks directly deposited into their bank account(s). Direct deposit advices will be emailed to all employees at the email address of their choosing.
- c. Bi-weekly wages will be determined by multiplying the total number of daily hours an employee is contracted to work by the applicable hourly rate by the number of days in the work year. ***Payment of contracted annual base wages shall not be interrupted during school vacations or holidays.***
- d. ***Time sheets shall be provided in accordance with District reporting policy.*** All bargaining unit members shall submit their time sheets directly to the building principal for authorization. The building principal will send them to the Payroll Department with the other building based time sheets.

Section 3: Longevity Benefit

Effective September 1, 2022, a Bargaining Unit Member, upon completion of the following years of service to the town of Watertown shall receive the following amount in one lump sum payable at the end of June.

- 10 years - a total of ~~\$1,250~~ ***\$1,750***
- 15 years - a total of ~~\$1,500~~ ***\$2,000***
- 20 years - a total of ~~\$1,750~~ ***\$2,500***

ARTICLE VI: GRIEVANCE PROCEDURE:

Section C, Level Two (a)

If the aggrieved person is not satisfied with the disposition of ~~his/her~~ **their** grievance at Level One, or if no decision has been rendered within ten (10) school days after ~~the hearing grievance at Level One presentation of the grievance~~, ~~he/she~~ **they** may file the grievance in writing with the Chairperson of the Association's Professional Rights and Responsibilities Committee within five (5) school days. Within ten (10) school days after receiving the written grievance, the PR&R Committee will refer it to the Superintendent of Schools and/or the Assistant Superintendent.

ARTICLE VI: SICK LEAVE

Section C: Buy Back

Upon retirement or death of a Bargaining Unit Member, said Bargaining Unit Member or his/her estate will receive a lump sum payment in an amount equal to twenty-five percent ~~(25%)~~ **(30%)** of his/her unused accumulated sick leave at \$60.00 per day or at a rate of \$72.00 per day if the Bargaining Unit Member gives ~~twelve~~ **six** months' advance non-rescindable notice of retirement.

ARTICLE VI: SICK LEAVE

Section D: Sick Leave Bank

Strike and replace with the following:

Effective September 1, 2023, the Unit D sick leave bank shall be discontinued. All days accumulated in the Unit sick bank shall be moved to the Unit A sick bank. Unit D members shall be eligible to participate in the Unit A sick bank under the terms outlined by the Unit A Collective Bargaining Agreement.

ARTICLE VII: TEMPORARY LEAVES OF ABSENCE

Section B: Entitlements

Bargaining Unit Members will be entitled to the following temporary leaves of absence with pay each school year:

1. Personal Leave

Two (2) days of paid excused absence for legal, business, household, or family matters which require absence during school hours subject to the approval of the building principal and Assistant Superintendent or his/her designee. Those days not used may be converted to sick days as needed or at year end. Personal leave benefits will be accessible to new employees subsequent to sixty (60) days of continuous employment. No personal leave will be allowed preceding or following a holiday or vacation period unless approved by the Superintendent. ***Approval for such leave will be provided within 2 school days of the employee providing notice of the intent to take leave and shall not be unreasonably withheld. If a response is not received, the leave shall be assumed approved.***

ARTICLE VII: TEMPORARY LEAVES OF ABSENCE

2. Bereavement Leave

a. Up to five (5) days at any one time in the event of death of a spouse, child, son-in-law, daughter-in-law, parent, sibling, grandfather, grandmother, father-in-law or mother-in-law or any other member of the immediate household.

b. Bargaining Unit Members will be given one (1) day for the funeral of any other relative **or individual that the member has a close and personal relationship with. Members** or may be granted one **additional** (1) day for the funeral of another person with the approval of the Superintendent.

ARTICLE VII: TEMPORARY LEAVES OF ABSENCE

3. Bedside Care

Up to five (5) days annually in the event of serious illness requiring bedside care or household attention of the Instructional Assistant's spouse, child, son-in-law, daughter-in-law, parents, sibling, or other member of the immediate household. Up to five (5) additional bedside care days may be taken through the deduction of one's personal sick leave accumulation. The administration may require a doctor's certificate attesting to the seriousness of the illness. **Members may request to use this provision of bedside care days for other individuals whom the member is a primary caretaker of with the approval of the Superintendent.**

ARTICLE VIII: EXTENDED LEAVES OF ABSENCE

Section A: Parental Leave

Strike and replace with the following:

An employee shall be entitled to unpaid leave of absence for the purpose of caring for a newborn or adopted child, subject the following:

1. ***Parental leave shall be granted to all bargaining unit members in compliance with Massachusetts Parental Leave Act (MPLA) (MGL c. 149 s. 105D) or the federal Family Medical Leave Act (as applicable).***
2. ***Employees taking parental leave will be granted the following paid leave benefits prior to accessing any other paid leave benefits in the CBA:***
 1. ***For calculation of this paid benefit, the twelve weeks under this policy shall commence upon the arrival of the child or birth of the child.***
 2. ***Up to 20 days on consecutive workdays, not from sick time.***
 3. ***Up to an additional eight (8) weeks may be taken, to be deducted from accumulated sick leave under Article XIII, Sick Leave, of this Agreement***
 4. ***If both parents are employees of the Watertown Public Schools, the members will be entitled a total of 12 twelve weeks combined between the two members.***
 5. ***The salary is prorated for less than full time employees***

6. ***The employee must be employed for a minimum of three (3) months to be eligible for this benefit.***

ARTICLE X: EMPLOYMENT POLICY

Section A: Scheduled Work Day

The work day shall begin for bargaining unit members 15 minutes before students are scheduled to start school and to end when the school day ends for student to whom they are assigned, or at the discretion of the principal, but no later than the end of the school day for students. The workday will include a one-half (1/2) hour unpaid duty-free lunch period ***scheduled between the hours of 10:30 am and 1:30 pm when practicable. If a member misses lunch at the request of administration for coverage purposes or student need or if administration is unable to find coverage; the member will be paid for the full 30 minute lunch. Procedures for reporting a loss of lunch will be posted at each school building in a location easily visible to staff.***

ARTICLE X: EMPLOYMENT POLICY

Section B: Work Year

The "Work Year" will include days when pupils are in attendance (180 days), one orientation day at the beginning of the school year (the day will not occur earlier than three consecutive days immediately preceding the Friday before Labor Day providing that there will be no work on the Friday before Labor Day) and three (3) other days of Professional and or Curriculum development scheduled before the year or mid-year on which a Unit D members attendance is required. The total number of work days will be 184 days. The following options are available for Unit D members on Early Release Days:

- Professional Development or Early Release Activities
- End the working day at student dismissal
- If currently employed by Extended Day, work in the Extended Day Program

The agenda for Early Release, and Professional and Development meetings will be distributed not less than one week in advance of the scheduled meeting. Unit D members may sign up a week in advance for PD offered on early release days. Any time worked in excess of regularly scheduled hours shall be compensated at the employee's usual hourly rate. Employees who do not participate in PD will only be paid for hours worked that day. Members working in the EDP will be paid at Unit D hourly rate until the end of the regular work day, and will be paid at the EDP rate thereafter.

ARTICLE X: EMPLOYMENT POLICY

Section C: Annual Schedule and Assignments

1. Bargaining Unit Members shall be assigned by the Building Principal with input from the Administrator of Special Education. It is understood the Building Principal governs the day-to-day and yearly assignment of duties.
2. Bargaining Unit Members shall be provided with written notice on or before June 30th of each year indicating their assignment for the forthcoming work year. Said notice shall indicate the school to which they will be assigned, the nature of the assignment and the hourly rate of pay. The administration will provide this information based on the existing and projected needs of the Special Education Department at that time. These assignments are subject to change based on the Special Education student population and the I.E.P.'s of those students. ***If a change in assignment is necessary, the Superintendent or designee will offer a meeting to the unit member prior to such change being implemented.***
3. ***All unit members who are assigned to implement Individualized Education Plans and/or 504 Plans will be provided with access to such plan(s) to the full extent allowable by law.***
4. ***Voluntary Transfers***
 1. ***Employees may request a transfer from one position to another whenever a vacancy is posted that is of interest to them and for which they are qualified. Internal candidates may apply at any time and the administration will consider all qualified internal candidates who have applied prior to making the final hiring decision.***
 2. ***The District shall maintain and post a list of all open bargaining unit positions and the location of such positions. Such posting shall be available in a format easily accessible to all bargaining unit members.***
 3. ***Anyone interested in a transfer to fill a posted vacancy must apply within the deadline for applications as posted which shall be no less than ten (10) business days after the in-house posting.***

ARTICLE X: EMPLOYMENT POLICY

Section F: Just Cause

No Bargaining Unit Member shall be disciplined, reprimanded, suspended, or dismissed without just cause. ~~Effective September 1, 2014,~~ No bargaining unit employee who has been employed in Unit D for at least ninety (90) school days shall be disciplined, reprimanded, suspended, or dismissed without just cause, ***except that an employee may be non-renewed with or without cause after their first or second academic year.***

ARTICLE XII: CLASS COVERAGE

Effective for the 2023-2024 school year, Bargaining Unit Members who substitute for a Teacher for two (2) or more hours in a school day but less than a full school day shall receive a differential of ***thirty-five dollars (\$35.00)*** in addition to their regular pay. Bargaining Unit Members who substitute for a Teacher for a full school day shall receive a differential of ***sixty dollars (\$60)*** in addition to their regular pay.

ARTICLE XIII: PROFESSIONAL DEVELOPMENT

Stipends at the rate of \$30 per hour will be paid to Bargaining Unit Members who prepare workshops for release days. ***The District will provide opportunities, as appropriate, for qualified Bargaining Unit Members who volunteer will be provided the opportunity to serve as instructor for these workshops before non-unit members.***

Bargaining Unit Members who participate in pre-approved summer workshops will be compensated at the rate of \$20 per hour.

Any Unit D member who participates on the existing Watertown professional development ***team*** ~~committee~~ shall be paid his/her hourly rate.

The Professional Development Team will review all new and current mandated training to advise regarding the appropriate length of time needed to complete the training. Bargaining Unit Members will be paid at their hourly rate for such time for all mandated training.

Time for mandated training shall be provided within the contractual day such that all training can be completed not later than October 1 or within one month of hire. Trainings shall include CPR/AED/First Aid and/or Safety Care when appropriate to an assignment, and dates for these trainings will be scheduled within the first month of hire.

ARTICLE XIV: EVALUATION

5. If a Bargaining Unit Member receives an unsatisfactory overall evaluation, the evaluator and the Bargaining Unit Member will develop an Improvement Plan. The Parties agree that a member will not be placed on an improvement plan unless there are at least two 30 minutes observations that are used to substantiate an overall evaluation of unsatisfactory. Bargaining Unit Members will be placed on an improvement plan for no less than 90 school days and no more than 180 school days. The Improvement Plan will focus on improving the member's performance

in the area(s) of concern. The plan will identify specific goals and objectives for the improvement of performance and resources.

All Bargaining Unit Members placed on an improvement plan will be observed for at least two 30 minutes observations and provided a formative and summative evaluation during the improvement plan period. Bargaining Unit Members placed on an improvement plan shall have the right to request a change in primary evaluator. Such request may be denied only in the event it is not administratively possible to assign an alternate evaluator. This plan will become part of the evaluation materials and will identify resources, which the School Department will dedicate to assist the Bargaining Unit Member in the remediation process. The evaluator will write the plan and both the evaluator and the employee will sign the plan.

If the member does not make sufficient progress on the goals contained in the improvement plan and the Bargaining Unit Member has been placed on an improvement plan for not less than 90 consecutive school days; the evaluator can recommend dismissal to the Principal and/or Superintendent. The WEA President will be provided written notice of such recommendation within 24 hours of it being issued.

ARTICLE XVI: INSURANCE COVERAGES

This section is currently inapplicable while the City is a member of the GIC. Should the City leave the GIC, this language would remain in full force and effect.

NEW ARTICLE: MENTORING

Not later than September 2024, a mentoring system for Bargaining Unit Members shall be implemented with guidelines determined at meetings of the Advisory Board described in the Unit A contract. The district will make best efforts to provide at least one day of shadowing in a job-alike position. one day of shadowing in a job-alike position. All newly hired members of the Bargaining Unit shall participate in the mentoring program beginning in the 2024-2025 school year. Mentors will receive a \$150 stipend for each newly hired member they are assigned to mentor.

NEW ARTICLE: HEALTH AND SAFETY

The Parties agree to form a joint labor management committee to review and develop mutually agreed upon District-wide staff reporting forms to report any

incidents by staff and/or students of verbal and/or physical abuse against a staff member or student. The initial meeting on this subject will be scheduled and occur no later than one month during the school year following ratification of this agreement. This joint labor management committee shall present their recommendation for a staff reporting form to the School Committee and WEA not later than January 31, 2024. Watertown Education Association members of this committee shall be compensated at their hourly rate for all committee meetings.

The District will provide annual training to all members on the use and purpose of the staff reporting forms.

Educators will report as soon as reasonably possible and in writing, to their respective Principals, all cases of workplace injury including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Title IX Policy and the District's Acceptable Use Policy by which staff members are targeted.

A copy of such report will be forwarded by the Principal to the Superintendent within one business day and the Association President shall be notified within one business day in the event of a report involving a WEA member is filed.

Personal Injury Benefit:

The Committee will reimburse an educator for the out of pocket costs, up to \$500, for replacing medical devices (e.g. eyeglasses, hearing aids, medical devices) that are damaged or destroyed during the course of one's work duties.

APPENDIX A: WAGES

Effective September 1, 2022:

- 2.5%
- .5% on top step
- Members who are assigned to a Self Contained Classroom* will receive a \$1.00 per hour wage differential.

* A self-contained classroom is considered the Learning Support Program (LSP), Connections Program, and the Integrated Support Program (ISP).

Effective September 1, 2023:

- See attached new salary grid

Effective September 1, 2024,

- 2.5%;

New Section: Tuition Reimbursement

Vigorous course taking activity is still another sign of an active and engaged Instructional Assistant. In an effort to encourage and support this endeavor, the Committee will reimburse staff members 50% of the total cost of paid tuition and registration for courses taken at colleges, universities, and other approved institutions, not to exceed \$1,000 per member per term as defined below, upon successful completion of the course. The courses must be job-related or part of a degree program and must be approved in advance by the building Principal and Assistant Superintendent. Decisions rendered by the administration regarding the eligibility of a given course are not subject to grievance. The School Committee will set aside \$16,000 annually and any balance remaining after June 30 will be allocated to summer workshops.

2022-2023 Salary Scale				
Level	Hourly	Annual Base (6 hours)	Annual Base (6.25 hours)	Annual Base (6.333 hours)
1	\$23.37	\$25,800.48	\$26,875.50	\$27,232.41
2	\$25.03	\$27,633.67	\$28,785.08	\$29,167.34
3	\$26.41	\$29,161.33	\$30,376.39	\$30,779.79
4	\$27.09	\$29,908.19	\$31,154.36	\$31,568.09
5	\$28.27	\$31,209.53	\$32,509.93	\$32,941.66
6-7	\$28.99	\$32,001.65	\$33,335.05	\$33,777.74
8-10	\$29.28	\$32,329.81	\$33,676.89	\$34,124.12
11-15	\$29.74	\$32,827.72	\$34,195.54	\$34,649.65
16	\$30.62	\$33,804.48	\$35,213.00	\$35,680.63
Salary Scale: PTA & COTA				
2022-2023	\$34.14			

2023-2024 Salary Scale					
Old Level	New Step	Hourly	Annual Base (6 hours)	Annual Base (6.25 hours)	Annual Base (6.333 hours)
1	1	\$25.80	\$28,483.20	\$29,670.00	\$30,064.02
2	2	\$27.09	\$29,907.36	\$31,153.50	\$31,567.22
3	3	\$27.90	\$30,801.60	\$32,085.00	\$32,511.09
4	4	\$29.30	\$32,347.20	\$33,695.00	\$34,142.47
5	5	\$30.18	\$33,318.72	\$34,707.00	\$35,167.91
6-7	6	\$31.08	\$34,312.32	\$35,742.00	\$36,216.65
8-10	7	\$32.01	\$35,339.04	\$36,811.50	\$37,300.36
11-16	8	\$32.97	\$36,398.88	\$37,915.50	\$38,419.02
Salary Scale: PTA & COTA					
2023-2024	\$34.99				

2024-2025 Salary Scale					
Old Level	New Step	Hourly	Annual Base (6 hours)	Annual Base (6.25 hours)	Annual Base (6.333 hours)
1	1	\$26.45	\$29,200.80	\$30,417.50	\$30,821.44
2	2	\$27.77	\$30,658.08	\$31,935.50	\$32,359.60
3	3	\$28.60	\$31,574.40	\$32,890.00	\$33,326.78
4	4	\$30.03	\$33,153.12	\$34,534.50	\$34,993.12
5	5	\$30.93	\$34,146.72	\$35,569.50	\$36,041.86
6-7	6	\$31.86	\$35,173.44	\$36,639.00	\$37,125.57
8-10	7	\$32.81	\$36,222.24	\$37,731.50	\$38,232.57
11-16	8	\$33.79	\$37,304.16	\$38,858.50	\$39,374.54
Salary Scale: PTA & COTA					
2024-2025		\$35.87			

APPENDIX B: STIPENDS

An employee possessing certain certifications of degrees and certifications deemed of high value to the district as determined by the Superintendent and the WEA president shall be eligible for one special *of each of the two* qualification stipends:

Category 1: Degree Stipend

~~\$300~~ **\$500** Bachelor's degree

~~\$500~~ **\$750** Master's/*advanced degree*

Category 2: Certification/Licensure Stipend:

\$500 *OG/Wilson Reading System Level 1*

\$500 *Registered Behavior Technician Certification*

\$500 *Massachusetts Teacher Licensure*

If the requirements for the special qualification stipend are met during the school year, the Bargaining Unit Member shall be eligible for the stipend as part of the next payroll period. **Such stipend shall be paid as a lump sum in a separate check in that same payroll period. For future years, such stipend shall be paid as a lump sum in a separate check in November.** Evidence of completion of the degree, licensure, courses or certification must be presented to the Superintendent before the stipend will be paid. If the member becomes eligible for the stipend after June 10, he/she will receive the stipend on the first payroll in-the next school year.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives, subject to ratification by the membership of the Association's Unit A bargaining unit and the full School Committee, this _____ day of February 2023.

Watertown School Committee

By _____
Chairperson

Watertown Educators Association

By _____
President

By _____

By _____

By _____

By _____

By _____

By _____