

## COMMON PROPOSALS

as of Apr 23, 2024

### CP#1(a) Sub-Contracting

In Progress ▾

#### Original Proposal

#### TTA

Add new language to both contracts:

The Committee shall not sub-contract bargaining unit work out to individuals not employed by the School District via a third party.

#### TTA

##### **TTA Response (4.23.24)**

Add the following statement:

For the duration of the CBA, the School Committee commits to steadily reduce the amount of unit positions (ESP, SLPs, Psychologists, testing, etc) filled by outside contracting agencies. This pivot away from the use of outside contractors is meant to ensure student safety and education throughout the district. The progress of this commitment will be presented at the first and final Joint Labor Management meetings of the year between the School Committee and the TTA.

#### TSC

##### **District Response (5.9.24):**

For the duration of this CBA, the School Committee shall work on reducing the amount of unit positions filled by outside agencies.

### CP#1(b) Safe Schools

TA ▾

## Original Proposal

### **TTA**

#### **Unit A: ARTICLE XVIII- PROTECTION**

#### **ESPs: ARTICLE XVI- WORKING CONDITIONS**

##### **Amend:**

##### Section 1. ~~Teachers~~

(a) **Unit Members** shall ~~immediately~~ report all cases of assault suffered by them in connection with their employment through the Building Principal to the Superintendent of Schools in writing **within a reasonable time period. The District, within one school day, shall acknowledge the report and carbon copy the report to the President and Vice President(s) of the Union.**

(b) **“Assault” is an intentional act that gives another person reasonable fear that they will be physically harmed or offensively touched; or is an intentional act that causes physical harm or constitutes offensive touching.**

(c) **The assigned building administrator shall have 48 hours to conduct interviews with all relevant parties and produce a report. The report shall be sent to the affected unit member, Union President and Vice President(s), along with the Superintendent and School Committee members. The unit member shall sign off that they agree with the nature of the assault, and will otherwise correct the report if the investigators misconstrued details of the report.**

Section 2. ~~This report shall be forwarded to t~~**The** Committee ~~which~~ shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as a liaison between the teacher, the town, the police, and the courts.

Section 3. In case of such assault, the School Committee agrees to pay the cost of medical, surgical and hospital expenses not covered by the system-wide medical insurance program.

Section 4. Teachers assigned to or volunteering for any co-curricular or extra-curricular activity shall have the same legal protection described above and are under the same professional expectations as said teachers would have in the classroom.

**Section 5. No bargaining unit member shall suffer a reduction in income that results from a school related assault as defined above.**

### **TTA**

#### **TTA Response (4.2.24):**

**TA**

### **TSC**

#### **District Response (4.2.24- part of package):**

##### Section 1. ~~Teachers~~

(a) **Unit Members** shall ~~immediately~~ report all cases of assault suffered by them in connection with their employment through the Building Principal to the Superintendent of Schools in writing **within a reasonable time period. The District, within one school day, shall promptly acknowledge the report and carbon copy the report to the President and Vice President(s) of the Union, who shall maintain**

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|  | <p><u>confidentiality of student and employee information.</u></p> <p>(b) <u>“Assault” is an intentional act that gives another person reasonable fear that they will be physically harmed or offensively touched; or is an intentional act that causes physical harm or constitutes offensive touching.</u></p> <p>(c) <u>The assigned building administrator administration shall have 48 hours to conduct interviews with all relevant parties and produce report promptly investigate the assault report and share investigatory findings with. The report shall be sent to the affected unit member and, Union President who shall maintain confidentiality of student and employee information, and Vice President(s), along with the Superintendent and School Committee members. The unit member shall sign off that they agree with the nature of the assault, and w otherwise correct the report if the investigators misconstrued details of the report.</u></p> <p>Section 2. <del>This report shall be forwarded to t</del><u>The Committee through the Superintendent</u> <del>which</del> shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as a liaison between the teacher, the town, the police, and the courts.</p> <p>Section 3. In case of such assault, the School Committee agrees to pay the cost of medical, surgical and hospital expenses not covered by the system-wide medical insurance program.</p> <p>Section 4. Teachers assigned to or volunteering for any co-curricular or extra-curricular activity shall have the same legal protection described above and are under the same professional expectations as said teachers would have in the classroom.</p> <p><u><del>Section 5. No bargaining unit member shall suffer a reduction in income that results from a school related assault as defined above.</del></u></p> |
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## CP#2(a) Parental Leave

**In Progress ▾**

### Original Proposal

#### TTA

#### Unit A: ARTICLE XXV- PARENTAL LEAVE

#### ESPs: ARTICLE IX- PARENTAL LEAVE

##### **Amend**

Section 1. Subject to the conditions set forth in this Article, a unit member who is pregnant or a non-birth parent, adoptive parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order MGL Chapter 149 Section 105D shall be entitled to parental leave:

- A. Upon receipt of at least two (2) weeks written notice of anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence ~~without~~ with pay (except as provided in Section B below) for up to twelve (12) weeks as requested by the unit member. This leave shall be taken within one year of the birth or placement of a child.
- B. A unit member who takes a leave under this Article for purposes of childbearing or adoption may apply earned sick leave benefits to a period of up to ~~twelve (12) consecutive weeks~~ one hundred and eighty school days (180 days), inclusive of holidays, school vacations and summer recess.
- C. This leave may be extended by mutual agreement between the unit member and the Superintendent in order that a unit member who has been on parental leave may return at an appropriate time in consideration of the student's program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from the pregnancy extends beyond the twelve (12) weeks in Section A above.
- D. A non-birth parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order will be entitled to ~~use, at his/her option, up to a maximum of ten (10) days of his/her personal accumulation of sick leave days during his/her parental leave.~~ the above section (A) benefit.
- E. In recognition of providing unit members with parental leave in excess of eight (8) weeks ~~and up to twelve (12) weeks, at the unit member's option,~~ the Superintendent agrees not to deny the employee his/her rights MGL Chapter 149 Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than ~~eight (8)~~ twelve (12) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.
- F. In the event a unit member desires a leave longer than the twelve (12) weeks requested by the unit member as provided by Section A above and which is to be used for purposes of child-rearing, the procedure set forth in Section 5 of Article XXIV shall be followed for purposes of child-rearing.

TTA

TSC

**TTA Response (4.23.24)**

*Maintain our initial proposal of 12 fully paid weeks (not through sick time)*

**District Response (5.9.24):**

Section 1. Subject to the conditions set forth in this Article, a unit member who is pregnant or a non-birth parent, adoptive parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order MGL Chapter 149 Section 105D shall be entitled to parental leave:

A. Upon receipt of at least two (2) weeks written notice of anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence without ~~with~~ pay (except as provided in Section B below) for up to twelve (12) weeks as requested by the unit member. ~~This leave shall be taken within one year of the birth or placement of a child.~~

B. A unit member who takes a leave under this Article for purposes of childbearing or adoption may apply earned sick leave benefits to a period of up to twelve (12) consecutive weeks ~~one hundred and eighty school days (180 days)~~, inclusive of holidays, school vacations and summer recess.

C. This leave may be extended by mutual agreement between the unit member and the Superintendent in order that a unit member who has been on parental leave may return at an appropriate time in consideration of the student's program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from the pregnancy extends beyond the twelve (12) weeks in Section A above.

D. The benefit set forth in Section B above applies to a ~~A~~ non-birth parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order will be entitled to use, at his/her option, up to a maximum of ten (10) ~~twenty (20)~~ days of his/her personal accumulation of sick leave days during his/her parental leave. ~~the above section (A) benefit.~~ A parental leave bank shall be established under the following conditions: A bargaining unit member may become a member of the parental leave bank by donating one day per year to such parental leave bank. Members of the parental leave bank who become new parents may access the parental leave bank as follows: A member must first apply their available sick leave accumulation to the period of parental leave. If their accumulated sick leave is exhausted before the end of the 60 day period, such member may apply to the parental leave bank Committee, made up of two members appointed by the Association and one member appointed by the Administration, for up to 30 days from the parental leave, and subject to the balance of days available overall in the parental leave bank, bank to apply to the remainder of the 60 day leave

Deletion of language from the prior collective bargaining agreement is indicated by ~~strike through font~~; additions are indicated by a red and underlined font; district responses are indicated by blue text, and changes/counters to the previous proposal or counter are indicated by highlighted text.

period

E. In recognition of providing unit members with parental leave in excess of eight (8) weeks and up to twelve (12) weeks, at the unit member's option, the Superintendent agrees not to deny the employee his/her rights MGL Chapter 149 Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) ~~twelve (12)~~ weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

F. In the event a unit member desires a leave longer than the twelve (12) weeks requested by the unit member as provided by Section A above and which is to be used for purposes of child-rearing, the procedure set forth in Section 5 of Article XXIV shall be followed for purposes of child-rearing

## CP#2(b) Bereavement Leave

TA ▾

### Original Proposal

**TTA**

**Unit A: ARTICLE XXII- TEMPORARY LEAVES OF ABSENCE WITH PAY**

**ESPs: ARTICLE VIII- TEMPORARY LEAVES OF ABSENCE WITH PAY**

#### **Amend:**

Section 6. Bereavement Leave

A. Five (5) days, not to be deducted from sick or personal leave, shall be granted in the event of death of a member of the ~~teacher's~~ Unit Member's family; i.e., father, mother, son, daughter, step-parent, spouse, grandparent, brother, sister, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, in the event of a miscarriage, ~~or~~ individuals the unit member is legally responsible for, any person living in the immediate household, or any other person approved by the Superintendent.

B. Two (2) days are allowed for the death of other close relatives, ~~including aunt, uncle, and in-laws~~, or friend not to be deducted from sick or personal leave.

TTA

TSC

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| <p><b><u>TTA Response (3.19.24):</u></b><br/>Section 6. Bereavement Leave</p> <p>A. <u>Up to five</u> Five (5) days, not to be deducted from sick <del>or personal</del> leave, shall be granted in the event of <u>each of the following individual deaths</u> of a member of the <del>teacher's</del> <u>Unit Member's</u> family; i.e., father, mother, son, daughter, <u>step-parent</u>, spouse, <u>grandparent</u>, <del>brother, sister</del> <u>sibling</u>, grandchildren, <u>mother-in-law, father-in-law, daughter-in-law, son-in-law, in the event of a miscarriage,</u> <del>or</del> individuals the unit member is legally responsible for, any person living in the immediate household, or any other person approved by the Superintendent.</p> <p>B. <u>Up to two</u> Two (2) days are allowed for the death of other close relatives, <del>including aunt, uncle, and in-laws,</del> <u>including aunt, uncle, and in-laws, or close friend</u> not to be deducted from sick <del>or personal</del> leave.</p> | <p><b><u>District Response (3.19.24):</u></b><br/><u>TA</u></p> |
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## CP#2(c) Family Definition

**TA**

### Original Proposal

#### **TTA**

#### **Unit A: ARTICLE XX- SICK LEAVE**

#### **ESPs: ARTICLE VI- SICK LEAVE**

#### **Amend:**

Section 3. For purposes of this Article, the term "family" shall be defined as meaning father, mother, son, daughter, step-parents, spouse, grandparent, grandchildren ~~or~~ or other individuals for whom the unit member has medical responsibility or other persons living in the immediate household, and/or any other person approved by the Superintendent. The Superintendent may approve any other person who may not fall into any of the above categories.

**TTA**

**TSC**

#### **District Response (2.15.24):**

TA

## CP#2(d) Half Sick Days

**TA**

## Original Proposal

### **TTA**

#### **Unit A: ARTICLE XX- SICK LEAVE**

#### **ESPs: ARTICLE VI- SICK LEAVE**

##### **Add:**

Section 9. All requests for sick leave will be made via Frontline (or the current relevant system in the event of a change) under the following terms and conditions:

Sick leave may be used in half-day (.5) increments in the event a bargaining unit employee incurs an absence of .5 or less of their contracted work day.

### **TTA**

### **TSC**

#### **TTA Response (4.2.24):**

**T4**

#### **District Response (4.2.24- part of package):**

Section 9. All requests for sick leave will be made via Frontline (or the current relevant system in the event of a change) under the following terms and conditions:

Sick leave may be used in half-day (.5) increments in the event a bargaining unit employee incurs an absence of .5 or less of their contracted work day.

## **CP#2(e) Assignment Letter**

**In Progress**

## Original Proposal

### **TTA**

#### **Unit A: ARTICLE X TEACHER ASSIGNMENT**

#### **ESPs: ARTICLE XVI- WORKING CONDITIONS**

##### **Insert as:**

Section 1. By the earlier of either June 15 or the last day of school, all Unit Members will receive a letter of assignment for the following school year, that will include: building assignment; role assignment; and salary. Each bargaining Unit Member will return this letter prior to June 30th of the same school year. Administration will maintain this assignment the following school year.

\*Re-number existing Section 1-5 as 2-6 respectively



| TTA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TSC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <p><b>Unit A:</b><br/> <b>TTA Response (4.23.24)</b><br/> Section 1. By the earlier of either June 15 or the last day of school, all Unit Members will receive a letter of assignment for the following school year, that will include: building assignment; role assignment; and salary. Each bargaining Unit Member will return this letter prior to June 30th of the same school year. <u>While Administration will make all reasonable efforts to maintain this assignment the following school year, such assignment is subject to change as deemed appropriate by the Administration after written notification of no less than 10 school days.</u></p> <p><b>ESPs:</b><br/> <b>TTA Response (4.23.24)</b><br/> Section 16. <del>All personnel covered by this contract will be notified on or before</del> <u>By the earlier of either</u> June 15 of their employment and assignment in the Tewksbury Public Schools for the following school year <u>or the last day of school, all Unit Members will receive a letter of assignment in the Tewksbury Public Schools for the following school year, that will include: building assignment; role assignment; and salary. Each bargaining Unit Member will return this letter prior to June 30th of the same school year. While Administration will make all reasonable efforts to maintain this assignment the following school year, such assignment is subject to change as deemed appropriate by the Administration after written notification of no less than 10 school days.</u></p> | <p><b>Unit A:</b><br/> <b>District Response (5.9.24):</b><br/> Section 1. By the earlier of either June 15 or the last day of school, all Unit Members will receive a letter of assignment for the following school year, that will include: building assignment; role assignment; and salary. Each bargaining Unit Member will return this letter prior to June 30th of the same school year. <u>While Administration will make all reasonable efforts to maintain this assignment the following school year, such assignment is subject to change as deemed appropriate by the Administration. In such cases, the Administration will make all reasonable efforts to provide at least one week's notice to the Unit Member. after written notification of no less than 10 school days.</u></p> <p><b>ESPs:</b><br/> <b>District Response (5.9.24):</b><br/> Section 16. <del>All personnel covered by this contract will be notified on or before</del> <u>By the earlier of either</u> June 15 of their employment and assignment in the Tewksbury Public Schools for the following school year <u>or the last day of school, all Unit Members will receive a letter of assignment in the Tewksbury Public Schools for the following school year, that will include: building assignment; role assignment; and salary. Each bargaining Unit Member will return this letter prior to June 30th of the same school year. While Administration will make all reasonable efforts to maintain this assignment the following school year, such assignment is subject to change as deemed appropriate by the Administration. In such cases, the Administration will make all reasonable efforts to provide at least one week's notice to the Unit Member. after written notification of no less than 10 school days.</u></p> |