

12/16/19

UNIT C

MEMORANDUM OF AGREEMENT

The Newton School Committee (the Committee) and the Newton Teachers Association, Unit C (the Association) hereby agree to a new one-year contract to be in effect from September 1, 2019 through August 31, 2020 and a new three-year contract to be in effect from September 1, 2020 through August 31, 2023. Except as modified by this Memorandum of Agreement, the terms and conditions of the prior collective bargaining agreement and Memoranda of Agreement will be carried forward into the successor agreement.

DURATION: 1-year contract: September 1, 2019-August 31, 2020

3-year contract: September 1, 2020-August 31, 2023

SALARIES AND COMPENSATION

COST OF LIVING ADJUSTMENTS

FISCAL YEAR 2020

- Effective September 1, 2019, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective February 1, 2020, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective February 1, 2020, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

FISCAL YEAR 2021

- Effective September 1, 2020, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2020, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective February 1, 2021, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective February 1, 2021, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

FISCAL YEAR 2022

- Effective September 1, 2021, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2021, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective February 1, 2022, a .75% Cost of Living Adjustment will be applied to the salary schedules
- Effective February 1, 2022, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.

FISCAL YEAR 2023

- Effective September 1, 2022, a 1.75% Cost of Living Adjustment will be applied to the salary schedules.
- Effective September 1, 2022, an additional .25% Cost of Living Adjustment will be applied to the top step of the salary schedules.
- Effective February 1, 2023, a 1% Cost of Living Adjustment will be applied to the salary schedules

NEW ENTRY LEVEL STEPS FOR UNIT C SALARY SCHEDULES

FISCAL YEAR 2020

- Effective September 1, 2019, step 1.5 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules.
- Upon ratification of the 2019-2020 contract, all members of Unit C who were employed before June 30, 2019 and work at least 30 hours per week shall receive a one-time payment of \$200. Any Unit C employees hired before June 30, 2019 who work less than 30 hours per week shall receive a pro-rated amount of the \$200 one-time payment.

ARTICLE 18

Salaries

Section 1: The salary schedules hereinafter set forth shall become effective September 1, 2019 and will remain in effect as indicated in this Article.

~~Effective September 2015, every Unit C member who was employed during 2014-2015 will crosswalk from their August 31, 2015 step on the 2014-2015~~

~~schedule to the new salary schedule. This crosswalk includes the members' step increase for FY2016.~~

~~Unit C members newly hired for FY16 will be placed directly on the new FY16 Category 1 Aide and Category 2 Behavior Therapist salary schedules based on training and/or experience. The crosswalk does not apply~~

Effective September 1, 2019, step 1.5 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules

Upon ratification of the 2019-2020 contract, all members of Unit C who were employed before June 30, 2019 and work at least 30 hours per week shall receive a one-time payment of \$200. Any Unit C employees hired before June 30, 2019 who work less than 30 hours per week shall receive a pro-rated amount of the \$200 one-time payment.

FISCAL YEAR 2021

- Effective September 1, 2020, step 2 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules.

FISCAL YEAR 2022

- Effective September 1, 2021, step 2.5 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules.

FISCAL YEAR 2023

- Effective September 1, 2022, step 3 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules.

ARTICLE 18

Salaries

Section 1: The salary schedules hereinafter set forth shall become effective September 1, 2020 and will remain in effect as indicated in this Article.

Effective September 1, 2020, step 2 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules

Effective September 1, 2021, step 2.5 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules

Effective September 1, 2022, step 3 is the new entry level step for the Category 1 and Category 2 Unit C Salary Schedules

COACHES' SALARIES

FISCAL YEAR 2020

- Effective September 1, 2019, a 2.125% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2019, an additional .125% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

FISCAL YEAR 2021

- Effective September 1, 2020, a 2.5% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2020, an additional .5% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

FISCAL YEAR 2022

- Effective September 1, 2021, a 2.5% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2021, an additional .5% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.

FISCAL YEAR 2023

- Effective September 1, 2022, a 2.625% Cost of Living Adjustment will be applied to the coaches' salary schedules.
- Effective September 1, 2022, an additional .375% Cost of Living Adjustment will be applied to the top step of the coaches' salary schedules.
- Effective August 31, 2023, an additional .5% Cost of Living Adjustment will be applied to the coaches' salary schedules.

STIPENDS

FISCAL YEAR 2020

Effective September 1, 2019, the following additions/revisions shall be made to the stipend schedules:

- **High School**
 - MCAS Science Competency Portfolio Stipend - \$1,000*
 - MCAS Math Competency Portfolio Stipend - \$500*
 - MCAS English Competency Portfolio Stipend - \$250*
- **Middle School**
 - Content Leader Stipends compensated at the HS Group F rate (\$3025 in 2018-2019) (for consistency)
- **Citywide:**
 - International Cultural Exploration Coordinator@ HS Group E rate
 - International Cultural Exploration Assistant Coordinator @ HS Group A rate
 - Domestic Cultural Exploration (U.S. and Canada) Coordinator @ HS Group B rate
 - Domestic Overnight Trip (U.S. and Canada) stipend @1/2 workshop day rate (Article 22, Section 4 (“Summer Workshop Rate”)) (Units A, B, and E only)
- **Elementary:**
 - Increase Elementary Leadership stipend to HS Group A equivalent
 - Add Student Club/Activity Advisor (e.g., student council) (up to 3 per elementary school)

*Rates are for compiling a portfolio for one student in the specified content area for the MCAS competency portfolio process

- Effective September 1, 2019, a 2.25% Cost of Living Adjustment will be applied to the stipend schedules.
- Effective February 1, 2020, the mileage stipend shall increase from \$3.50 to \$4.00 per diem and from \$60 per month to \$75 per month. (Article 39)

- Effective February 1, 2020, the rates for Unit C members who substitute shall increase as below.

ARTICLE 18

Salaries

Section 7: Pre-school Unit C members temporarily filling the role of classroom teachers will, upon the completion of timesheets, be compensated as follows:

- A. ~~\$30.00~~ \$35 for covering for morning integrated class from 9:00 am – 12:00 pm.
- B. ~~\$40.00~~ \$46 for covering for extended day integrated class from 8:30 am – 1:30 pm (~~\$30.00~~ \$33 for early release days)
- C. ~~\$40.00~~ \$46 for covering substantially separate class from 8:30am – 2:30pm (~~\$30~~ \$33 for early release days).
- D. ~~\$10.00~~ \$11.50 for covering for an afternoon program such as a social pragmatics group (12:00pm – 2:00 pm), or language group (1:30 pm – 2:30 pm; 3x90, 1:00pm – 2:30 pm) to which a member is already assigned.

Section 8: If a Unit C Category 1 member at either the elementary or secondary level is required to substitute for an absent Category 2 Unit C member for one (1) full day or the equivalent of one (1) full day over a period of two (2) or more days, upon submission of an approved timesheet, that Category 1 Unit C member who is substituting will receive a payment of ~~\$20~~ \$23 for the day.

Section 9: When a Unit C member at either the elementary or secondary level is required to substitute for an absent teacher for one (1) full day or the equivalent of one (1) full day over a period of two (2) or more days, that ~~aide~~ Unit C member will receive an additional ~~\$40~~ \$46 stipend for each day.

A Unit C member must substitute when requested by the Principal/designee.

Section 10: **Aide Covering as Long-Term Substitute**

- A. If a Unit C member at either the elementary or the secondary level is assigned to work for 20 or more days replacing a teacher on either a consecutive or intermittent leave, this Unit C member will have her/his hours increased to a minimum of 7 hours for each day they work as a substitute. She/he will continue to be paid at her/his current hourly rate.

- B. If a Unit C member at either the elementary or the secondary level is assigned to work for 20 or more days replacing a teacher on either a consecutive or intermittent leave, this Unit C member will be paid a ~~\$60~~ ~~\$69~~ per diem stipend.
- C Unit C members will act as substitutes in this longer-term capacity on a voluntary basis.

If NPS knows in advance that the leave will last 20 days or more, the ~~\$60~~ ~~\$69~~ per diem stipend will be paid immediately.

If NPS does not know in advance that the leave will last 20 days or more, they will pay a ~~\$40~~ ~~\$46~~ stipend during the first 19 days of the leave, but when the number of days worked as a substitute reaches 20, the employee will then begin being paid a ~~\$60~~ ~~\$69~~ per diem stipend, and will receive an additional ~~\$20~~ ~~\$23~~ per diem for the first 19 days (~~\$380~~ ~~\$437~~).

- D. When Unit C members perform the work of substitutes, this shall have no impact on their status as members of the Unit C bargaining unit. This includes Unit C members who work as “Long Term Teacher Substitute.” They retain all the benefits, including, but not limited to, accrual of years of experience towards longevity, step placement and seniority, as well as health and dental insurance.

FISCAL YEAR 2021

Effective September 1, 2020, a 3% Cost of Living Adjustment will be applied to the stipend schedules.

FISCAL YEAR 2022

Effective September 1, 2021, a 3% Cost of Living Adjustment will be applied to the stipend schedules.

FISCAL YEAR 2023

- Effective September 1, 2022, a 3% Cost of Living Adjustment will be applied to the stipend schedules.
- Effective August 31, 2023, an additional .5% Cost of Living Adjustment will be applied to the stipend schedules.

**PROFESSIONAL DEVELOPMENT, CREDENTIALING REQUIREMENTS, AND PAY
DIFFERENTIAL**

FISCAL YEAR 2021

Effective September 1, 2020, all Unit C members who hold a special education teaching license granted by the state of Massachusetts Department of Elementary and Secondary Education (or hold a comparable teaching license from another state and have applied for Massachusetts licensure), or are certified as Registered Behavior Technicians® (RBT®), Board Certified Assistant Behavior Analysts® (BCaBA®) or Board Certified Behavior Analysts® (BCBA®) shall qualify for a salary differential of \$600.

ARTICLE 18

Salaries

Section 6: Licensure and Certification Differential

Plans for qualifications:

Licensure and Certification Differential: Category 1 and 2 Unit C members who hold either a special education teaching license granted by the state of Massachusetts Department of Elementary and Secondary Education (or hold a comparable teaching license from another state and have applied for Massachusetts licensure), or are certified as Registered Behavior Technicians® (RBT®), Board Certified Assistant Behavior Analysts® (BCaBA®) or Board Certified Behavior Analysts® (BCBA®) shall qualify for a salary differential of \$600.

This \$600 differential shall be awarded to all qualifying Unit C Category 1 and Category 2 members who work at least 30 hours per week, and shall be pro-rated from the 30 hour per week base for employees who work less than 30 hours per week.

FISCAL YEAR 2021

Effective September 1, 2020, all ABA Behavior Technicians must begin the process of acquiring RBT certification.

Effective September 1, 2020, all ABA Behavior Technicians and Flexible Behavioral Support Technicians must participate in the DESE mandated in-depth crisis management and de-escalation training within 30 days of their hire date.

ARTICLE 13

Professional Development

Section 7: ABA Behavior Technicians certification

- A. All ABA Behavior Technicians shall be required to have the RBT certification in process by the start of the 2020-2021 school year. NPS will provide the forty (40) hour training, free of charge and unpaid, to occur during non-work hours. NPS will pay the RBT exam fee for all ABA Behavior Technicians, including employees that were employed prior to June 30, 2019. The RBT certification will be a requirement of employment for all ABA Behavior Technicians by February 1, 2021.

If an employee is hired to fill an ABA Behavior Technician position and does not have RBT certification at the time of hire, he or she must obtain that certification by February 1 of the school year succeeding the school year of his or her initial employment. NPS will provide the forty (40) hour training, free of charge and unpaid, to occur during non-work hours. NPS will pay the RBT exam fee.

- B. All ABA Behavior Technicians and Flexible Behavioral Support Assistants are required to participate in the DESE mandated in-depth crisis management and de-escalation training. For new employees hired before September 1st, this training is required before the school year starts. For employees hired after the school year, this training must be completed within the first 30 days of employment. Employees will be compensated their regular hourly rate for time spent in training.

LONGEVITY AND RETIREMENT

FISCAL YEAR 2020

- Effective September 1, 2019, longevity payments shall increase to the following amounts.

Years	Current	September 1, 2019
After 10 years of service	\$500	\$550
After 18 years of service	\$600	\$675
After 25 years of service	\$750	\$850

- Effective September 1, 2019, create a new article that establishes an early notification of retirement incentive of \$500 for employees that give notice of retirement at least four (4) months prior to their date of retirement.

ARTICLE 25

Retirement

Section 1: Effective September 1, 2019, employees that give notice of retirement at least four (4) months prior to their date of retirement shall be awarded an incentive payment of \$500.

HEALTH INSURANCE

FISCAL YEAR 2020

- Effective September 1, 2019, the Committee will implement the below changes to the PPO health insurance plan it offers employees.

ARTICLE 27

Insurance and Annuity Plan

Section 5: Health Insurance Contribution Rate Changes

- C. Effective September 1, 2013 — September 1, 2019

Employees who utilize a PPO plan will pay 30% of premium employee share/70% city share.

- D. Effective September 1, 2019, the Committee will grandfather members who were on the PPO as of September 1, 2019. Those members will be grandfathered at the current rate (30% of premium employee share/70% city share) for the remainder of the time that they choose to participate in the PPO.

The Committee will offer to current PPO subscribers a one-time payout of a \$2000 for individual and \$4000 for family to leave the PPO within 60 days of ratification.

Employees who enroll in the PPO plan after 7/1/20 shall contribute 35% of the premium and the Committee shall pay 65%.

If a member returns to the PPO prior to the end of FY23, the member shall pay back money from the payout at a pro-rated amount and return to the grandfathered rate.

If a member returns to the PPO during or after the final open enrollment period, the member shall pay the new contribution rate of 35% by the employee and 65% by the Committee.

- Effective July 1, 2020, the Committee will implement changes to the plan design of the health insurance it offers employees:
 - Provide for a \$5 co-pay at Minute Clinic (as opposed to standard \$20 co-pay)
 - Provide for a \$10 co-pay at Urgent Care Clinic (as opposed to standard \$35 co-pay)
 - Increase prescription drug co-pay by \$5
 - Increase office and specialist visit co-pay by \$5

Section 6: Health Insurance Plan Design

A. Effective July 1, 2020

- Deductibles: \$250 for each individual and \$500 total for a family
- \$40 Specialist co-pay up \$5 from \$35 to \$40
- \$25 Office PCP co-pay, up \$5 from \$20 to \$25
- \$5 co-pay for Minute Clinics (down from \$20)
- \$10 co-pay for Urgent Care Clinics (down from \$35)
- \$150 Outpatient day surgery co-pay
- \$100 Emergency Room co-pay
- Prescription drugs co-pays:
 - \$20 Tier 1, up \$5 from \$15
 - \$30 Tier 2, up \$5 from \$30
 - \$55 Tier 3 up \$5 from \$50

RECOGNITION CLAUSE REVISIONS

Effective September 1, 2019, the following will replace the existing Section 1 of Article 1. The following primary changes will be in effect from this date:

- ‘Aides’ shall no longer be used to refer to all Unit C members. The general term shall henceforth be ‘Educational Support Professionals’.
- ‘Aides’, when used specifically in a job title, shall henceforth be replaced by ‘Assistants’ or ‘Teaching Assistants’, except when referring to Building, Campus or Television Aides.
- ‘Behavior Therapists’, shall henceforth be reclassified as ‘ABA Behavior Technicians’, or ‘Flexible Behavioral Support Technicians’.
- A new Category 2 job category, Senior ABA Behavior Technician, shall be created.

ARTICLE 1

Recognition

Section 1: For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiations of collective bargaining, the Committee hereby recognizes Unit C of the Newton Teachers Association as the exclusive collective bargaining representative and agent of all full and part-time Educational Support Professionals, including both Category 1 Preschool, Elementary, Middle, and High School Teaching Assistants, Title 1 Teaching Assistants, Special Education Teaching Assistants, Campus Aides, Classroom Teaching Assistants, Library/Media Teaching Assistants, Computer Teaching Assistants, Building Aides, Early Literacy Teaching Assistants, Interventionist Teaching Assistants, English Language Learner Elementary and Secondary Teaching Assistants, Career and Technical Education Teaching Assistants, and the Television Aide and Category 2 Medical Assistants, Speech and Language Therapy Assistants, Physical Therapy Assistants, Occupational Therapy Assistants, ABA Behavior Technicians (working with both Inclusion and Sub-Separate Programs), Senior ABA Behavior Technicians, Flexible Behavioral Support Technicians.

WORK DAY/WORK YEAR

FISCAL YEAR 2020

- Effective September 1, 2019, the end of year schedule shall change, flipping the last day for students to full day for staff, and the last day to a half day.
- Effective September 1, 2019, the first two conference days for Educational Support Professionals shall be the Wednesday and Thursday before Labor Day.

ARTICLE 3

Work Day — Work Year

Section 1: Work Year

To provide for greater flexibility in scheduling the school calendar, the parties agree that the two (2) conference days for educators at the beginning of the school year may be scheduled on the Wednesday and Thursday before Labor Day. The work year for educators will end one day after the last day for students but not later than June 30.

Each year at least fourteen (14) days prior to the adoption of the school calendar for the following year, the President of the Association will be given a copy of the proposed calendar. If the Association does not agree with the proposed calendar, it may submit recommended changes to the School Committee, which will consider the recommendations prior to final adoption of the calendar by the School Committee.

The number of scheduled days in the work year shall be no more than 188 days, which shall include:

- A. One hundred and eighty-five (185) scheduled school days, less those days that school is canceled because of inclement weather. Such canceled days will be deducted, up to a maximum of five (5), from the total number of scheduled school days; however, in no event will employees be required to be present for more than one hundred and eighty-two (182) school days.
- B. In addition to required or maximum school days set out above, there shall be three (3) conference days during the school year to which employees covered by this Agreement shall be required to attend. The third conference day shall be a ½ day.
- C. In addition, the last student day of school prior to the summer break will be a half-day for students and a full day for employees.

D. The following shall apply to Category 2 Aides: Any time spent beyond the regular school year of 182 days will be paid at the unit member's rate of pay and will be considered pensionable to the extent permitted by law.

- Effective September 1, 2019, a new Section 4 will be added to Article 3, codifying the existing practice of moving Unit C members from the Category 1 to the Category 2 and from the Category 2 to the Category 1 salary schedules.

ARTICLE 3

Work Day — Work Year

Section 3: Add title: **Initial Placement on Unit C Salary Schedules**

Section 4: Add title: **Placement when Moving Between Category 1 and Category 2 Salary Schedules**

When Unit C members change positions and move from the Category 1 Salary Schedule to the Category 2 Salary Schedule, or from the Category 2 Salary Schedule to the Category 1 Salary Schedule, the following protocol shall be used to determine placement on the respective salary schedule.

Category 1 to Category 2: Subtract one step from a member's current step on the Category 1 Salary Schedule, and place member on this step on the Category 2 Salary Schedule.

Category 2 to Category 1: Count all relevant work experience in considering the step placement on the Category 1 Salary Schedule (years of experience worked in Newton plus years granted for outside experience when hired in Newton).

- Effective September 1, 2019, the Article 3, Section 6 will be added to the Unit C contract to create the position of Kindergarten Teaching Assistant and to define the hours of these Assistants.

ARTICLE 3

Work Day — Work Year

Section 6: Every kindergarten classroom with fourteen (14) or more students shall be assigned at least one full time Category 1 Kindergarten Teaching Assistant. This "Teaching Assistant" shall be distinct from and in addition to any other special education aides that may be assigned to particular students in the classroom.

Every full time Kindergarten Teaching Assistant will be expected to be at school ten (10) minutes prior to the start of school for students and remain after school for ten (10) minutes after the dismissal of students.

Every full time Kindergarten Teaching Assistant will also be provided with one hundred and fifty (150) minutes per month of after school time beyond the school day for the purposes of collaboration and planning with the classroom teacher, or others.

For the 2019-2020 and 2020-2021 school years, all full time Kindergarten Teaching Assistants will be provided with an additional one hundred and fifty (150) minutes per month of after school time beyond the school day for the purposes of collaboration and planning with the classroom teacher or others.

These two years will be considered a pilot period. During this period, the Full Day Kindergarten Labor Management Committee (see Section 5 below) will assess the efficacy and value of providing this additional collaboration and planning.

For the 2021-2022 school year and beyond, all full time Kindergarten Teaching Assistants will be provided with one hundred and fifty (150) minutes per month of after school time beyond the school day for purposes of collaboration with the classroom teacher or others unless the NTA and the School Committee agree otherwise in writing.

FISCAL YEAR 2021

- Effective September 1, 2020, the Article 3, Section 4 will be revised to include written confirmation of Educational Support Professionals' schedules.

ARTICLE 3

Work Day — Work Year

Section 4 The Principal (or his/her designee) will meet with each Unit C member assigned to the Principal's school at the beginning of the school year to schedule that Unit C member's assigned hours.

After the meeting, the Principal (and or his/her designee) will send written confirmation to unit C members of their scheduled working hours. The NPS and the NTA will mutually agree upon a form for this communication.

- Effective September 1, 2020, the Article 3, Section 5 will be revised to change the work day/work year for Educational Support Professionals.

Section 5: The parties agree that Educational Support Professionals must work time above and beyond the time during which they provide direct services to students. This is delineated as follows:

All full-time Educational Support Professionals (ESPs), Category 1 and Category 2, shall be expected to arrive at school 10 minutes before the arrival of students.

All full time Category 2, shall leave school 10 minutes after the departure of students.

All Category 1 full-time ESPs shall be assigned, minimally, to work an additional 150 minutes per month.

All Category 2 full-time ESPs shall be assigned, minimally, to work an additional 300 minutes per month.

Additional time may be used flexibly to (1) plan with teachers, including attending PLC meetings, common planning time meetings, consults with Special Education staff, (2) attend building based and other staff meetings, (3) work with Unit A members on planning lessons and modifying curriculum, (4) record data, including, for ABA Behavior Technicians, discrete trial data, and for both ABA Behavior Technicians and Flexible Behavioral Support Technicians, Medicaid reimbursement data, and (5) participate in professional development.

SICK LEAVE, FAMILY LEAVE AND PARENTAL LEAVE

FISCAL YEAR 2020

- Effective September 1, 2019, the August 31, 2016 Memorandum of Agreement on Use of Sick Time shall be incorporated into the Unit C contract. It will become the new section 3 of Article 7, and the sections following it shall be renumbered.

ARTICLE 7

Sick Leave

Section 3: Use of Sick Days

- A. A member will notify the Human Resources Department as soon as reasonably practicable if she or he believes she or he may be absent from work for more than five (5) days due to personal injury, illness or a medical condition.

- B. If a member is absent for six (6) or more consecutive working days, the Human Resources Department and/ or the member's supervisor may request adequate medical evidence.

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

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

- C. If the Human Resources Department requests it, the member must supply the Human Resources Department with either FMLA form WH380-E or medical documentation on letterhead with an official signature that includes area of specialty, with the following information:

1. Employee's name
2. Approximate date the illness or injury commenced,
3. A description of the injury, illness or medical condition,
4. A statement that the employee is not able to perform his/her position,
5. The expected return to work date.

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

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

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

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

extension.

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

The School Committee and Newton Teachers Association further agree that:

1. Members who have worked at least one year may use up to sixty days of unpaid leave per school year to care for a child, spouse, parent, or member of the family household who has an FMLA qualifying condition;
 2. Members who have worked at least one year and are military caregivers may use up to one hundred and thirty days of unpaid leave per school year to care for a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness;
 3. If members have remaining FMLA leave, this shall run concurrently with this unpaid leave;
 4. Members may use any remaining Family Illness Days, Personal Days, and "Other" days to cover these absences;
 5. The district has the same prerogatives it uses for verifying personal illness (delineated above in subsection C) for verifying the condition of family household members;
 6. The district will continue to provide health insurance coverage during the leave period, with the member and the district each continuing to pay its respective share of the premium of no more than one calendar year;
 7. Members' use of personal sick leave is separate from their leave time to care for the above qualifying family household members. The use of personal sick leave does not count against leave time to care for qualifying family household members.
- E. If the Human Resources Department requests medical documentation of illness, they may supply members with FMLA form WH380- E, but they must also inform members that they may fulfill their requirement to provide medical documentation by supplying a medical practitioner's note, in accordance with the guidelines from subsection C above.
- F. The Association and the Human Resources Office agree to negotiate the forms and templates to letters that are used to communicate with members regarding all matters discussed in this section.

- Effective September 1, 2019, two (2) additional personal illness days may be used to care for a family member, bringing the total number of personal illness days that may be used to care for a family member to seven (7).

ARTICLE 5

Sick Leave

Section 2: Sick leave with pay is intended to cover the employee's own incapacitation due to sickness or injury, with the following exceptions:

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

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

ARTICLE 7

Leaves of Absence with Pay

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

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

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

- Effective September 1, 2019, add Article 7, Section 4 to reflect current practice of allowing accumulated personal sick days to transfer when an employee becomes employed in a position governed by another Collective Bargaining agreement of the Association and the Committee. Renumber following articles.

ARTICLE 7

Sick Leave

Section 4: An individual who transfers from employment with the City of Newton without interruption in service to a position covered by this Agreement or any other Newton Teachers Association Bargaining Agreement with the Newton School

Committee shall be credited with any sick leave credit earned by such employee while an employee of the City of Newton.

- Effective September 1, 2019, implement new Parental Leave Policy. Replace Article 8 with below; modify eligibility for Sick Leave Bank, Article 7, Section 6, as below; delete Article 9, Section 4.

ARTICLE 8

Parental Leave

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

Section 2: (a) Employees shall be allowed to use up to forty (40) consecutive work days (as defined by Article 17, Section 2 above) of leave within the first six months of a child's life or placement of the child under the age of 18 (or a child under the age of 23 with a mental or physical disability) to be at home with the child. The first ten (10) days of such leave shall be paid without deduction from any contractual leave time. Up to thirty (30) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available. Employees who are eligible per Article 5 Section 12 can access the sick bank for this leave time.

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

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

- Section 3:**
- A. Employees requesting Parental leave commencing after the beginning of a school year shall be eligible to have the remainder of that school year off.
 - B. An employee who commences Parental leave on or after April 15 shall be eligible to have the remainder of that school year off plus the next school year.
 - C. An employee who leaves on or after March 15 and notifies the Superintendent or his/her designee that he/she intends to take the next school year off must take the next year off unless he/she notifies the Superintendent of his/her intention to return prior to June 1 preceding the next school year.
 - D. Ordinarily, an employee will not be allowed to return from leave within the school year unless the employee wishes to return after a leave of forty working days or less or unless the employee wishes to return immediately upon the termination of her disability. The Superintendent or designee retains the right to determine whether to grant the request of an employee to return from leave within the school year.

Section 4: When the Employee returns from Parental leave (not childcare leave), the school administration will assign the teacher to the same or similar subject or grade level that he/she held at the time the leave commenced.

- Section 5:**
- A. If an employee adopts or gives birth to a child toward the end of the school year or during the summer school vacation, and has received less than their allotted paid Parental leave time per Section 2 above, the employee may choose to return to work at the beginning of the school year and forfeit the unused portion of the employee's paid Parental Leave. An employee who chooses this option shall receive a payment for the days forfeited at the rate established under Unit A, Article 22, Section 4 ("Summer Workshop Rate").
 - B. Beginning in August 2020, a total of \$100,000 per fiscal year will be added to the budget to fund provision A above for the Association across all units. This amount is in addition to any other amounts expended for Parental Leave benefits
 - C. These payments will be calculated on a pro-rata basis based on the amount available in the total pool and on the number of requests submitted as of August 31 of that year.
 - 1. If the amount requested under this clause totals less than \$100,000 based on requests submitted as of August 31 of that year, will receive a stipend based on the rate in Unit A, Article 22, Section 4.

2. If the amount requested under this clause totals more than \$100,000 members will receive a stipend based on the rate in Unit A, Article 22, Section 4, pro-rated based upon the total number of requests and the amount of funds available.
- D. This benefit will be paid upon return to work regardless of whether the employee returns to work at the beginning of the school year or the employee takes unpaid leave, as long as they are still an NPS employee.

ARTICLE 5

Sick Leave

Section 6: Sick Leave Bank:

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

ARTICLE 9

Leaves of Absence with Pay

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

*See attached FY20 implementation plan.

FISCAL YEAR 2021

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

ARTICLE 7

Sick Leave

Section 2: Sick leave with pay is intended to cover the employee’s own incapacitation due to sickness or injury, with the following exceptions:

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

ARTICLE 9

Leaves of Absence with Pay

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

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

SUBSTITUTES

FISCAL YEAR 2020

- Effective September 1, 2019, Add a new Article 5 shall as below.

ARTICLE 5

Substitutes

Section 1: The Committee and the Association share a clear recognition that the district’s educational mission is compromised when coverage is not comprehensive and highly qualified. We are committed to providing adequate and qualified substitute staffing to cover any professional staff member in Units A, B, and C when absent.

Section 2: In the event that the regular Unit A, B, or C member is absent, the Superintendent/Administration agrees to make a reasonable effort to provide a

qualified replacement other than a regular teacher. An exception to this may be made in the event a group of teachers working together wish no substitute.

TUITION REIMBURSEMENT

FISCAL YEAR 2020

- Effective September 1, 2019, Unit C members may apply for tuition reimbursement. Add a new Article 13, Tuition Cost and Tuition Reimbursement.
- Effective September 1, 2019, the overall funding for tuition reimbursement shall increase from \$135,000 to \$170,000. The individual maximum reimbursement shall increase to \$750 for educators seeking licensure.

ARTICLE 13

Tuition Cost and Tuition Reimbursement

Section 1: The Committee agrees to pay the full cost of tuition when members of the professional staff are requested by the Superintendent to take a course or courses at accredited colleges, universities, or professional training schools.

Section 2: It is agreed that such request and the Committee's authorization for tuition payment must both be in writing and received prior to the staff member's attendance.

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

- A. The maximum amount of reimbursement is ~~\$600~~ \$750 per individual *seeking licensure* per contract year; *\$600 per individual per contract year for all other applicants.*
- B. Preference will be given to members seeking certification.
- C. Written application must be made on a form provided by the School Department.
- D. Decisions will be made by the school administration. The President of the Association will be given the opportunity to meet with the Assistant Superintendent of Human Resources to review the decisions and to make recommendations, if any, before the applicants are notified.

USE OF SCHOOL FACILITIES

FISCAL YEAR 2020

- Effective September 1, 2019, add a new Article, “Use of School Facilities” as a new Article 24.
- Effective September 1, 2019, the Association shall have the right to invite representatives of the UNUM/MTA Group Insurance plan into each of the school buildings during the school day once per year. Add a new Section 5 to “Use of School Facilities.”

ARTICLE 24

Use of School Facilities

- Section 1:** The Association will have the right to use school buildings without costs for two (2) meetings each school year, providing such meetings are held Monday through Friday and appropriate notice as provided in Section 2 herein is given.
- Section 2:** The Association will have the right to use school buildings without costs and at reasonable times for meetings, subject to safety requirements and availability, provided, however, that the Association will be required to pay the customary and standard fees (including custodial costs) for the use of said buildings consistent with current Committee policy. The Principal of the building in question and the Superintendent will be advised, sufficiently in advance, of the time and place of all such meetings.
- Section 3:** Members of the bargaining unit will have the right to use the athletic facilities and equipment of a school one (1) evening each week. The Association will pay for the customary and standard fees (including custodial costs) for the use of said buildings consistent with current Committee policy. The schedule and other related matters must be arranged, in advance, with the Superintendent.
- Section 4:** There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material. Prior to the posting of any such Association material, a copy of the material will be given to the Principal of the building. The Association shall be responsible for materials posted, and agrees that such materials shall be legitimate professional materials.
- Section 5:** The Association shall have the right to invite representatives of the UNUM/MTA Group Insurance plan into each of the school buildings during the school day once per year.

PROTECTION AND INDEMNIFICATION

FISCAL YEAR 2020

- Effective September 1, 2019, Add a new Article 25, “Protection and Indemnification.”
Delete Article 6, Section 4.

ARTICLE 25

Protection and Indemnification

Section 1: The rights of an employee covered by this Agreement to indemnification against certain actions and claims and to legal assistance will be governed by General Laws, Chapter 258.

Section 2: Employees covered by this Agreement will immediately report, in writing, all cases of assault suffered by them in connection with their employment to their immediate supervisor and the Superintendent.

Section 3: The report will be forwarded to the Committee, which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the employees, the police, and the courts.

Section 4: The Committee will reimburse employees full replacement costs for the following, provided it occurs in the proper performance of their employment and not as a result of the ~~teacher's~~ employee's negligence: any clothing or personal property damaged or destroyed.

Section 5: The Committee agrees that the following insurance will be provided: A. indemnity insurance; B. liability for bodily injury to others; C. liability for personal injury to others.

Section 6: The Committee will reimburse individuals covered by this Agreement for any loss or damage to eyeglasses or hearing aids or mobile phones caused by an assault on the individual or an accident during the workday.

Section 7: Individuals who are absent as a result of an on the job accident or personal injury suffered during the workday shall not lose pay because of such absence. The parties agree that sick leave bank days may be utilized for such purposes. Eligible employees under this section shall be allowed to use up to three years of sick bank time (balance of the school year that the injury/accident occurred plus two additional school years). The Employee will be required to submit updated medical documentation per Article 7 Section 5 (Sick Leave Bank) of the Unit C Contract.

Section 8: The Committee agrees to reimburse eligible employees for the cost of co-pays for office visits, emergency room visits, and prescription drugs, as well as physical and occupational therapy appointments that are not covered by insurance incurred

due to physical injury/accident to the employee arising out of and in the course of employment. The maximum reimbursement for such injuries under this section shall not exceed the aggregate total of \$24,000 per year. All NTA units will be included under the \$24,000 cap. Employees who submit documentation of such costs via proper proof of payment as required by the comptroller shall be paid bi-monthly. This cap shall be pro-rated on a monthly basis of \$2,000 per month. Any unused balance will accrue month to month up to a total of \$24,000 for each year of the contract.

ARTICLE 6

Insurance Benefits

Section 4: ~~The Committee agrees to reimburse eligible employees for the cost of co-pays for office visits, emergency room visits, and prescription drugs incurred due to physical injury to the employee arising out of and in the course of employment. The maximum reimbursement for such injuries under this section shall not exceed the aggregate total of \$10,000 per year. All NTA units will be included under the \$10,000 cap.~~

GOOD CAUSE AND PROBATIONARY PERIOD

FISCAL YEAR 2021

- Effective September 1, 2020, the period of time after which a Unit C member may only be dismissed at the end of a contract year without good cause is reduced from five (5) to four (4) years.
- Effective September 1, 2020, newly hired Unit C members must serve a 90 calendar day probationary period during which they may be released without cause.

Article 16, Good Cause, shall henceforth read:

ARTICLE 16

Good Cause

Section 1: No employee covered by this agreement will be disciplined without good cause.

Section 2: Unit C members cannot be dismissed without good cause during the academic year, but any member can be dismissed without good cause at the end of the academic year.

Section 3: Unit C members cannot be dismissed at the end of the academic year without good cause if they have four (4) years of seniority in the Newton Public Schools.

Any time spent on unpaid leave of absence will not be counted towards these four (4) years of seniority.

Section 4: Employees must satisfactorily serve a ninety (90) day probationary period before receiving an appointment to a regular assignment. Employees who have served an initial probationary period shall not be subjected to a subsequent probationary period.

A probationary employee may be discharged at any time during the probationary period, without cause. The discharge shall not be subject to the grievance procedure. Upon request, a probationary employee shall be entitled to a written statement of the reason for discharge.

At the end of the 90-day period, probationary employees will be entitled to the leave provisions under Articles 8 (Parental Leave) and Article 9 (Leaves of Absence with Pay).

UNION SECURITY

FISCAL YEAR 2020

- Effective January 1, 2019, delete Article 17, sections 1 – 4, and replace with the following language regarding dues deduction:

ARTICLE 17

Dues Deduction

Section 1: Dues deduction shall be governed MGL. Chapter 180, Section 17A, which specifies the rights and responsibilities of Committee and the Association regarding (1) the authorization to collect dues; (2) the duration of and renewal of said authorization; (3) the collection of dues, including, but not limited to, the exclusive right of the Association, as the collective bargaining agent for members of the Newton Teachers Association, to receive dues from its members; and (4) the revocation of the authorization to collect dues.

- Effective January 1, 2019, rename Article 20, “Agency Fee,” “Union Security. Replace sections 1 – 2 with the following:

ARTICLE 20

Union Security

Section 1: Chapter 150E, Section 5A shall govern the rights and responsibilities of the Association and the Committee regarding:

1. Notification to the Association of newly hired employees and provision of information regarding those employees
2. Association access to meet with newly hired employees
3. Use of district facilities for Association activities
4. Use of district email and communication systems
5. Exclusions of member personal and professional information from public record
6. Exclusion of Association-member communications from public record

Section 3: If a third party, such as an advocacy group, labor organization, or individual other than the Association, requests contact or employment information of bargaining unit members information through an MGL 150E information request or Public Records Request, the Committee will inform the Association of such request and the name of the requestor within twenty-four (24) hours (one (1) business day). This notification shall not be subject to the grievance procedure.

RELEASE OFFICER

FISCAL YEAR 2020

Effective September 1, 2019, add release officer language to the Unit C contract in a new Article after Article 19.

ARTICLE 20

Release Time for Association President

Section 1: Upon request, the NTA President shall be placed on full or half-time leave of absence (i.e., the NTA President shall be required to perform none or one-half of his or her usually assigned duties). In the event the NTA President requests and is placed on full or half-time leave of absence by the Committee, the Association shall reimburse the Committee for the exact amount earned by the person or persons who fill the full-time or half-time vacancy except that in no case shall the salary amount reimbursed exceed the salary for the Unit A Master's Degree lane, Step 4. In addition, the NTA shall also reimburse the Committee the actual cost of fringe benefits for those appointed to fill such vacancy.

Section 2: Upon request, a second NTA officer of the Association's choice shall be placed on full or half-time leave of absence (i.e., the NTA officer shall be required to perform none or one-half of his or her usually assigned duties). In the event the NTA officer requests and is placed on full or half-time leave of absence by the Committee, the Association shall reimburse the Committee for the exact amount earned by the officer. In addition, the NTA shall also reimburse the Committee the actual cost of the released officer's fringe benefits.

Section 3: All benefits (including, but not limited to, sick leave and seniority) shall continue to be earned and to accrue during the period of the President's and Second Release Officer's leave.

FULL DAY KINDERGARTEN

FISCAL YEAR 2020

Effective January 1, 2019, a new article 19, “Full Day Kindergarten,” to be located after the current Article 21, “Tuition Free Attendance Acceptance of Non-Resident Aides’ Children in Newton Public Schools,” shall be added to the collective bargaining agreement. Subsequent Articles shall be renumbered.

ARTICLE 19

Full Day Kindergarten

Section 1: Purpose.

Effective September 2019, the Newton Public Schools will implement full day kindergarten. To provide opportunities for children to learn in a developmentally appropriate way, the Committee and the Association agree that additional time added to the daily schedule shall be directed towards the education of the whole child. They further agree that this additional time is not intended to increase the time currently dedicated to formal academic (math and literacy) learning, but rather to enhance the overall learning experience by providing opportunities to engage in play and discovery, with particular attention to social and emotional development.

Section 2: Staffing levels

For staffing levels, see Article 3, “Work-Day – Work Year,” Section 6 above.

Section 3: Class Size Limits.

The district will make every effort to keep the class size of kindergarten to 23 or fewer students. If class size exceeds 23, then a school-based team including, but not limited to, the kindergarten teacher, the kindergarten teaching assistant, a member of the special education team, and the principal shall meet to assess the needs of the classroom in light of the class size.

Section 4: Full Day Kindergarten Labor Management Committee.

The School Committee and the Association authorize the creation of a Full Day Kindergarten Labor Management Committee. The Committee will comprise an equal number of NTA and administrative members, with the total number of members to be determined by the Committee’s needs. The Committee shall be charged with reviewing and discussing the implementation of Full Day Kindergarten, and shall, among its responsibilities: Assess whether full day kindergarten in its implementation is remaining true to the mission of educating the whole child; assess the efficacy and value of the pilot of providing Full Day Kindergarten Teaching Assistants collaboration and planning time; discuss the

role of FDK Teaching Assistants and, concomitantly, their job description; consider staffing levels (e.g., special education teachers, occupational and physical therapists, social workers, and/or psychologists) for support and interventions (e.g., speech and language, social pragmatics, mental health, occupational and physical therapy). If necessary, the Joint Labor Management Committee will make any recommendations to both bargaining teams for further negotiations.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives, this __ day of December 2019.

NEWTON SCHOOL COMMITTEE

NEWTON TEACHERS ASSOCIATION

Ruth Goldman, Chairperson
Bridget Ray-Canada
Steven Siegel

Michael Zilles, President
Newton Teachers Association

Newton Public Schools Committee

***Implementation of New Parental Leave Benefit**

The new parental leave benefit will be available to all employees for the birth or adoption of a child on or after August 28, 2019.

Parental Leaves (Co-Parent)

- *Leave concluded prior to ratification*
 - reinstate 4 “other” days that were used for the leave such that the employee receives a total of 10 paid days per the new parental leave benefit.
 - reinstate any personal business or personal illness days used for the leave such that the employee receives a total of 10 paid days per the new benefit.
 - pay the remainder of days (up to 25) to bring the employee to 40 total days at incentive rate (Bachelors Step 1 daily rate).
- *Leave in progress at ratification*
 - reinstate 4 “other” days that were used for the leave such that the employee receives a total of 10 paid days per the new parental leave benefit.
 - reinstate any personal business or personal illness days used for the leave such that the employee receives a total of 10 paid days per the new benefit.
 - if employee’s return to work date is before the conclusion of the 40 working days (i.e. the employee did not plan to take any unpaid time), the following two options apply:
 - extend leave to include the additional paid working days up to those available from their personal illness days;
 - return to work on the original planned day and receive the remaining paid days at the incentive rate.
- *Leave begins after ratification*
 - new policy applies

Maternity/Adoption Leaves (Parent)

- *Leave concluded prior to ratification; no unpaid time taken*
 - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
 - 40 days less prior paid days = X days paid at incentive rate (Bachelors Step 1).
- *Leave concluded prior to ratification; unpaid time taken*
 - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
 - 40 days less prior paid days = X days paid at member’s per diem rate;
 - reduce personal illness days by X days.

- *Leave in progress at ratification*
 - reinstate up to 10 personal illness days from those used for paid leave; the employee is required to use no more than 30 personal illness days for the 40 days of the benefit.
 - paid leave concludes at end of 40 working days;
 - if employee's return to work date is beyond the conclusion of the 40 working days (i.e. the employee planned to take some unpaid time), employee will be paid for any additional days to bring the total benefit to 40 days.
 - if employee's return to work date is before the conclusion of the 40 working days (i.e. the employee did not plan to take any unpaid time), the following two options apply:
 - extend leave to include the additional paid working days;
 - return to work on the original planned day and receive the remaining paid days at the incentive rate (Bachelors Step 1).
- *Leave begins after ratification*
 - new policy applies