

LITTLETON PUBLIC SCHOOLS

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# **Teacher Assistant CONTRACT**

LITTLETON SCHOOL COMMITTEE AND  
TEACHER ASSISTANTS' ASSOCIATION

**July 1, 2017  
To  
June 30, 2020**

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**Dates: 7/1/17 – 6/30/20**

**CONTRACT**

**LITTLETON SCHOOL COMMITTEE AND  
TEACHER ASSISTANTS' ASSOCIATION**

This CONTRACT is entered into this 27 day of March between the SCHOOL COMMITTEE OF THE TOWN OF LITTLETON, (herein sometimes referred to as the "Committee" or "Employer") and the LITTLETON TEACHER ASSISTANTS' ASSOCIATION (herein sometimes referred to as the "Association.")

**ARTICLE I**

**SCOPE**

Section 1. The Committee recognizes the Association as the sole exclusive bargaining agent with respect to wages, hours and other conditions of employment for the unit of employees certified by the Labor Relations Commission in Case No. MCR-1323.

Section 2. This Contract is a complete agreement between the parties covering all subjects of bargaining for the term hereof. The parties agree that the relations between them shall be governed by the terms of this Contract only.

Section 3. No prior agreements or understanding, oral or written, shall be controlling, or in any way affect the relations between the parties unless otherwise provided in this Contract, or unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Contract.

Section 4. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

**ARTICLE II**

**RIGHTS OF THE COMMITTEE**

It is acknowledged that the Committee has the final responsibility of providing for the operation of the Littleton School System under conditions which will insure economy of operation and quality and quantity of performance. To this end, the parties acknowledge that the Committee retains exclusively to its self all rights and powers that it has or may hereafter be granted by law, except as expressly modified by a specific provision of this Contract.

As to every matter not expressly covered by this Contract, and except as expressly or directly modified by clear language in a specific provision of this Contract, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

Should the Association object to any rule or regulation as being a violation of this Agreement, it may resort to the grievance and arbitration procedure of this Contract.

### **ARTICLE III**

#### **CONTINUITY OF EMPLOYMENT**

Section 1. The Association and its members, individually and collectively, agree, for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Town of Littleton, during the term of this Contract.

Section 2. Employees who participate in such activities may be disciplined or discharged as the Committee, in its judgment, deems proper. Said discipline shall be final and binding on the parties affected thereby and not subject to the grievance and arbitration procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be made the subject of the grievance an arbitration procedure.

Section 3. In connection with any negotiations for a successor agreement held pursuant to Article XXIV said negotiations shall be conducted without the threat of sanctions or strikes by either party and any outstanding differences shall be referable only to mediation, fact finding, or other statutory impasse procedure provided for in the General Laws of the Commonwealth.

Section 4. The Employer will not interfere with or discriminate in respect of any term or condition of employment against any employee covered by this Contract because of membership in, or legitimate activity, as required in this Contract, on behalf of members of this bargaining unit, nor will the Employer discourage membership in the Association or encourage membership in any other Association.

The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

**ARTICLE IV**

**GRIEVANCES**

Section 1. For the purpose of this Contract, a grievance shall be defined as: Any complaint by the Association and an employee covered by this Contract that he has been subject to treatment in violation of a specific provision of this Contract.

Section 2. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without intervention of the Association.

Section 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may be extended only by a prior express agreement of the respective parties or their representatives.

Section 5. If, at the end of three (3) working days following the incident giving rise to the grievance, the grievance shall not have been properly presented at Step One, the grievance shall be deemed to have been waived, and shall not be eligible for further processing.

Section 6. Subject to the foregoing, all grievances must in all cases be processed in accordance with the steps, time limits, and conditions herein set forth:

Step One: The employee shall discuss the grievance with the building principal within three (3) days of the incident giving rise to the grievance. The principal shall respond to the employee in writing within five (5) working days. If the grievance is directed at the Principal, the grievance will be discussed with the district's equity coordinator.

Step Two: If the grievance has not been settled under Step One, it shall be presented, in writing, to the Superintendent, within three (3) working days after the principal's response is due. The Superintendent shall respond to the employee, in writing, within five (5) working days.

Step Three: If the grievance still has not been settled, it shall be submitted to the Committee, in writing, within five (5) days after the response of the Superintendent is due.

Step Four: If the grievance still has not been settled at the end of fifteen (15) days after written submission to the Committee or within the latter of ten (10) days after the next regular Committee meeting, the Association may submit the grievance to arbitration.

**ARTICLE V**

**ARBITRATION**

Section 1. In the event either the Committee or the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and governed by, the following procedure:

The arbitration proceeding shall be conducted by an arbitrator, mutually agreed upon by committee and employee/association, including the State Board of Mediation and Conciliation Service, if mutually agreed to by the Employer and the Association within seven (7) days after notice has been given. If the parties fail to agree within seven (7) working days after written notice of the intention to arbitrate then the party demanding arbitrations shall, within three (3) working days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator to be selected under the provision of the Voluntary Labor Arbitration Rules.

Section 2. The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this Contract, and, in reaching his decision, shall interpret the Contract in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee nor any restrictions on the rights of the employee nor the Association other than those expressly set forth herein.

Section 3. The fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the entire Employer and the Association. However, each party shall be responsible for all of the expenses of its own representatives, participants, and witnesses, and for the preparation and presentation of its own case. If either party desires a verbatim report of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

Section 4. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this contract. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 5. The decision of the arbitrator shall be final and binding upon the Committee and the Association, and the employee, or group of employees, who initiated the grievance.

**ARTICLE VI**

**ASSOCIATION REPRESENTATIVES**

A written list of Association representatives and other representatives shall be furnished to the Committee immediately after their designation and the Association shall notify the Committee of any changes.

**ARTICLE VII**

**HEALTH AND WELFARE**

All employees covered under this agreement are eligible for health insurance and other benefits as offered by the town per the town's governing bylaws.

**ARTICLE VIII**

**SENIORITY**

Section 1. For the purposes of this Article, seniority shall be considered as the length of an employee's continuous service in the Littleton Public Schools. Continuous service means the most recent period of unbroken service in the Littleton Public Schools, provided that authorized leave of absence, or lay-off because of lack of work, shall not be considered a break in continuous service for the purpose of establishing a seniority rating. The first three (3) months of employment shall be considered a probationary period during which the employee serves at the sole discretion of the Committee.

Section 2. An employee shall lose seniority for the following reasons:

- (1) The assistant quits school department employment.
- (2) The assistant is discharged and the discharge is not reversed through the grievance procedure set forth in this Contract.
- (3) The assistant is absent for five (5) consecutive working days without notifying the principal or the Central Administration. Exceptions may be made only with the consent of the Committee. After such absence, the Committee will send written notification to the employee at the last known address that the employee has lost seniority and that employment has been terminated. If the disposition made of a complaint or a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.

- (4) If the assistant does not return to work when recalled from lay off as set forth in the recall procedure, exceptions shall be made only with the consent of the Committee.
- (5) Failure to return from sick leave and leave of absence will be treated the same as (3) above.
- (6) The assistant retires.

Section 3. When a position covered by this contract becomes vacant or a new position is created, the superintendent or designee will send inter-office notices to all members of the unit. Employees wishing to be considered for the said position shall notify the Superintendent in writing no later than five (5) days after receipt of said notification.

The selection of an employee to fill the position shall be based on qualifications and ability. Where qualifications are relatively equal, seniority shall be the determining factor. The determination of the Committee is final and not subject to the grievance procedure.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined by the School Committee that the employee is not qualified to perform the work, the employee shall be returned to the old position and rate.

Section 4. The Committee reserves the right to determine when a vacancy has occurred and to determine whether it will be filled. Vacancies include openings in existing positions and new positions covered by this Contract.

Section 5. In the event it becomes necessary to terminate employees, the job performance as determined by the evaluation system shall control. In the event of essentially equal evaluations, as determined by the superintendent, the principle of seniority shall control. The least senior employee in the job classification affected by the lay off shall be laid off first. The employee to be laid off shall have the right to acquire the position of an employee with less seniority considering qualifications and ability as defined in Section 3 of this article. Laid off employee shall have recall rights for 1 year from date of lay off.

## **ARTICLE IX**

### **TEMPORARY LEAVES**

Section 1. LEAVE All full-time employees who have completed their three (3) month probationary period shall be entitled to fifteen (15) leave days per year. Leave days may be accumulated up to a maximum of 300 days. Leave days may only be used for illness and to conduct personal business which cannot be scheduled on a non-school day or after school hours.



When an employee finds it necessary to be absent because of sickness, bereavement or personal reasons, this absence shall be reported to the Principal as soon as possible. Such leave will not be granted unless such report is timely made.

By October 1 of each school year, the Superintendent shall issue a statement of the number of unused sick leave days an assistant has remaining in the account.

**Section 2. BEREAVEMENT LEAVE** In the event of the death of an employee's parent, spouse, child, brother, sister, parent of either spouse, son-in-law, daughter-in-law, or other member of the immediate household who is a relative by blood or marriage, a maximum of three (3) regularly scheduled work days shall be given to the employees as funeral and bereavement leave without loss of regular pay. These days may not be accumulated. The three (3) days shall commence with the date of death. Additional leave shall be granted if desired by the employee and charged against sick leave to a maximum of ten (10) days.

**Section 3. UNPAID LEAVE** Assistants may be entitled to a leave of absence without pay or increment for up to one (1) year for justifiable reasons at the discretion of the Superintendent or designee. This request should be in writing to the Principal who in turn will make a recommendation in writing to the Superintendent within five (5) working days. The Superintendent will present the request and recommendations to the School Committee at their next regular meeting. A response will be made in writing within five (5) working days following that meeting.

**Section 4. SICK LEAVE CARRY OVER** If an assistant is hired by the Littleton School system in a new job category other than one covered by this contract, the employee will carry over any unused sick leave benefits into the new position.

**Section 5. SICK LEAVE BANK** A sick leave bank shall be established for eligible Teacher Assistants (TA's). TA's who have prolonged illness or injury and who have used up leave days to which they are entitled, may apply to draw on the bank. The operation of the Sick Bank and withdrawals there from, shall be overseen by the Executive Board of the Teacher Assistant Association (TAA) which will furnish written records of deposits and withdrawals to the Superintendent according to the rules and regulations outlined below.

Teacher Assistants are not eligible to participate in the Sick Leave Bank until they have completed one (1) year of service in Littleton. Teacher Assistants with fewer than four (4) years of service may not draw more than forty-five (45) leave days for prolonged illnesses or injuries. The Sick Leave Bank may not be used for injuries which are compensable under Workers Compensation except to the extent that days from the bank may be used to supplement Worker's Compensation and/or other disability insurance benefits provided that the total compensation received does not exceed 100% of their daily pay.

LITTLETON PUBLIC SCHOOLS

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At the beginning of each school year, eligible TA's may choose to opt in or out of the Sick Bank, in writing, on a form provided by Central Office. If the TA opts into the Bank, one day will be taken from their total number of unused Leave Days and deposited into the Bank. If the TA opts out of the program in a subsequent year(s), they will be able to receive only the total number of days they have deposited.

**ARTICLE X**

**JURY DUTY**

The Employer agrees to make up the difference between an employee's normal wages and compensation received for Jury Duty. Time off for required jury duty and compensation shall be in accordance with the General Laws of the Commonwealth as amended from time to time.

**ARTICLE XI**

**WORKDAY AND WORK YEAR**

Section 1. The workday of assistants will begin and end at the time determined by the Principal of the school to which they are assigned.

Teacher assistants are encouraged to remain and be paid on early release days to engage in the professional development activities of the district, if pre-approved by the Principal.

Section 2. The normal work year for employees will be the 180 days that school is in session provided that the Principal of their school determines that there is sufficient available work. The Principal may, according to work schedules, require an additional day(s) immediately preceding or after said normal school year.

Section 3. Delayed Openings and Early Dismissals: When weather or other conditions on a given day require a delayed opening of school, members of the bargaining unit will be compensated in the dollar amount that would apply to them if such a delay had not occurred. Similarly, if school is dismissed early because of an unexpected emergency due to weather or other conditions or events, bargaining unit members will not be subject to any loss of compensation. On a Professional Development Early Release day, if there is an unexpected dismissal, full compensation will be paid if there was a pre-approval of the Professional Development participation verified by the Principal.

**ARTICLE XII**

**PROBATIONARY EMPLOYEES**

Each new employee will be on probation for first three (3) months of employment, after which the employee will be placed as a regular employee, or dismissed if the dismissal is in the best interest of the Littleton Public Schools. After an employee becomes a regular Employee, all conditions of sick leave pay and seniority will be retroactive to the first day of employment.

**ARTICLE XIII**

**PARENTAL LEAVE**

Upon receipt of at least ten (10) weeks' written notice of the employees anticipated date of departure and intention to return, the School Committee shall grant a leave of absence without pay for parental leave for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D.

**ARTICLE XIV**

**TRANSFERS**

- Section 1. The Committee and the Association recognize that some transfer of employees from one school to another is sometimes necessary and unavoidable.
- Section 2. Employees desiring a transfer shall submit a written request to the Superintendent stating the assignment preferred and the reasons for the request. All requests will be acknowledged in writing. The denial of a transfer will be given in writing to the employee.
- Section 3. All transfers will be at the discretion of the Superintendent of Schools with the recommendations of the principals involved with such transfers.

**ARTICLE XV**

**HOLIDAYS**

All regular full-time employees (30 Hour work week) shall receive time off with pay on the following state legal holidays:

Labor Day	New Years Day
Columbus Day	Martin Luther King Day
Veterans Day	Washington's Birthday
Thanksgiving Day	Patriots Day
Day After Thanksgiving	Memorial Day
Christmas Day	Yom Kippur
Good Friday	

Part-time employees who normally work on a day that a state holiday falls will be paid their regular daily salary.

**ARTICLE XVI**

**SALARY SCHEDULE**

**The following per hour salary schedule will be in effect for the period July 1, 2017 to June 30, 2020:**

Littleton Public Schools

TEACHER ASSISTANTS

Hourly Rates for Fiscal Years 2018 - 2019 - 2020

step	FY2018 2%	FY2019 2%	FY2020 2%
1	\$14.90	\$15.20	\$15.50
2	\$17.31	\$17.66	\$18.01
3	\$17.66	\$18.01	\$18.37
4	\$18.52	\$18.55	\$18.92
5	\$18.87	\$19.29	\$19.67
6	\$19.62	\$20.25	\$20.65

**ARTICLE XVII**

**SEPARABILITY AND SAVINGS**

If any Article or Section of this Contract, or any riders thereto, should be held invalid by operation of law, or by any other tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

**ARTICLE XVIII**

**EXPERIENCE**

An assistant hired into the system with previous experience in relation to the specific job shall be placed on appropriate wage level commensurating with the number of years experience as determined by the Superintendent or designee. Step placement will be equivalent to previous like experience. Persons holding a college degree will begin on Step 2.

**ARTICLE XIX**

**SUMMER SCHOOL AND FEDERAL PROGRAMS**

A list of openings and vacancies covered by this Contract for any summer school or federal program shall be furnished to the Association President at the same time all positions become advertised. If the qualifications of applicants for said positions are substantially equal, as determined by the Principal and/or the Director and/or the Superintendent or designee and as defined in Article VIII, Section 3 and Section 4, preference will be given to presently employed assistants.

**ARTICLE XX**

**JOB DESCRIPTION**

*Job descriptions for assistants shall be kept on file as per current practice.*

*Additional duties may be assigned to an employee providing the additional duties will not result in the employee exceeding a 40 hour work week. An employee who takes on additional duties at Tigers' Den and becomes eligible for benefits due to additional hours, Tigers' Den will pay the additional pro-rated share of the town's cost.*

**ARTICLE XXI**

**TUITION/PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

**PROFESSIONAL DEVELOPMENT (PD):** Teacher Assistants (TA's) may participate in two half day training sessions/workshops each year. Training sessions should be applicable to specific TA training needs, proposed in writing by the Executive Board of the TAA, and approved in advance by the Superintendent. Approved training sessions and workshops attended by a TA will be counted as regular paid work hours.

TA'S may also participate in any afternoon Teacher PD sessions as deemed appropriate by the Superintendent and/or Building Principal. These training sessions will be counted as regular paid work hours.

**TUITION REIMBURSEMENT:** The School Committee shall reimburse Teacher Assistants for approved, successfully completed courses/workshops. Said payment not to exceed \$400 per year for tuition. Application for tuition reimbursement must be made in writing on forms provided by Central Office. All requests are subject to the approval of the Superintendent. Tuition assistance is limited to the cost of tuition only. Additional cost such as textbooks, registration fees, and similar expenses are not payable under this policy.

**ARTICLE XXII**

**LEAVE DAY BUY BACK**

Teacher Assistants, upon retirement only, may buy back up to a total of 100 unused sick leave days at a rate of \$20.00 per unused day. Eligibility for this benefit is limited to individuals who have completed 15 years service in the Littleton School System. Payment for this benefit will take place in the final paycheck.

**ARTICLE XXIII**

**GENERAL**

Copies of the official minutes and agendas of open School Committee meetings will be available on the District Web Site.

**ARTICLE XXIV**

**DURATION**

Section 1. The signing of this Contract by the authorized representatives of the Association and the Committee shall constitute the effective date of this Contract.

Section 2. **This Contract shall commence on July 1, 2017 and shall remain in full force and effect until June 30, 2020 and from year to year thereafter unless either party notifies the other party prior to December 7, 2019**, of its desire to terminate or modify this Contract. Such notification shall be by registered United States mail to the responsible signatories of this Contract. The Association will notify the Committee on or before February 1 of the current school year in order that these proceedings may commence.



LITTLETON PUBLIC SCHOOLS

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IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees and the Association acting in behalf of the Employees, has caused this instrument to be signed by its proper officers hereunto duly authorized the day and year first above written.

*K R Chewy*

For the Littleton School Committee

*3/27/2018*

Date

*Cathy Quinto*

For the Teacher Assistants Association

*3/27/2018*

Date