

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**MARLBOROUGH SCHOOL COMMITTEE**  
**AND**  
**THE MARLBOROUGH BEHAVIOR TECHNICIANS UNION, SEIU, LOCAL 888**

**JULY 1, 2018 – JUNE 30, 2021**

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**AGREEMENT  
BETWEEN  
MARLBOROUGH PUBLIC SCHOOLS  
AND  
BEHAVIOR TECHNICIANS  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888**

**PREAMBLE**

This Agreement is made this 1<sup>st</sup> day of July, 2018 by and between the Marlborough Behavior Technicians, Service Employees International Union, Local 888, (hereinafter referred to as the Union) and the Marlborough School Committee (hereinafter referred to as the Committee).

**ARTICLE 1 - PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote good relations between the Committee, the Union, and the employees in the basic provisions upon which such relations depend. It is the intent of both the Committee and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment.

**ARTICLE 2 – RECOGNITION**

The Committee recognizes the Union as the exclusive bargaining agent for all regular full-time and part-time Behavior Technicians employed by the Marlborough Public Schools which includes Hildreth and the Early Childhood Center and excluding all lead therapists, facilitators, BCBA specialists, clerical, administrative, confidential, supervisory, managerial and other employees of the Marlborough Public Schools.

**ARTICLE 3 - MANAGEMENT RIGHTS**

1. Except as otherwise provided in this Agreement, all rights of the Committee formerly exercised and exercisable by the Committee remain vested in the Committee. The Committee reserves and retains the sole and exclusive right to manage, operate and conduct all of its operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management.

2. The Committee, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, evaluate and determine placement of unit members in and within levels; to assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish, create, revise and implement the curriculum and reasonable work rules; to make changes in assigned duties and responsibilities and schedule and assign work as required; to study and use, introduce, install new or improved systems, facilities and/or equipment; to determine methods, processes, and procedures by which work is performed; to determine its educational mission, academic policies, and activities; to determine days and hours of operation; and in all respects to manage the School District in order to attain its goal of excellence in teaching and scholarship.

#### **ARTICLE 4 - SENIORITY**

1. The length of continuous service of the employee in a Behavior Technician position in the District shall determine the seniority of the employee. In calculating seniority, the Committee and the Union acknowledge that the position of Behavior Technician was previously known as ABA Tech or TLC Tech.
2. An updated seniority list shall be published by November 1st annually. Seniority shall not accrue while on a leave of absence of 12 weeks or more, unless otherwise provided by law, but it shall not be broken providing the employee returns within twelve (12) months of the date the leave commenced. Upon returning from an approved leave of absence, the employee will be placed at the same salary rate as of the time the leave commenced.
3. Behavior Technicians are subject to annual appointment by the Superintendent.
4. An employee may discontinue his/her service in the school system during the school year by submitting written notice of resignation to the Superintendent. The employee will be notified in writing of the Superintendent's action on the resignation. Unless there are mitigating circumstances, the employee will provide a fourteen (14) calendar day notice and continue in service at his or her assigned duties for the notice period in order to provide the Superintendent with sufficient time to hire a replacement.
5. As a condition of employment, all new hires shall be required to hold, as a minimum qualification, an Associate's Degree.

#### **ARTICLE 5 – REDUCTION IN FORCE**

1. Any intent on behalf of the School Committee and/or Superintendent to reduce staff, hours, or lay off an employee, shall be impact bargained with the Union to address implementation and to allow the Union the opportunity to suggest alternatives; however this shall not be construed to limit management's ability to reduce the work force as needed.

2. In order to be eligible for this reduction in force language, the employee must have satisfied his/her probationary period.
3. In the event it becomes necessary to reduce the number of employees or reduce the amount of hours within the bargaining unit, the Superintendent shall first seek volunteers.
4. Layoffs will be determined based upon the current needs of the District and its students and the Behavior Technician's qualifications and ability to provide the services required. In determining qualifications and ability, management will consider the job description for the position, the student needs involved, and the Behavior Technician's training and job performance. Where all else is equal, the least senior employee within the job classification will be laid off first.
5. Management will notify the Union and the affected member of the lay off as soon as possible but no less than 14 calendar days in advance of the layoff date.
6. Employees who have been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective day of their respective layoffs. During the recall period, the laid-off employee shall be notified of openings. The laid-off employee will be responsible for notifying, in writing, the administration of current address. The administration shall be responsible for notification to the last submitted address of the employee. Employees shall be recalled based upon the current needs of the District and its students and the Behavior Technician's qualifications and ability to provide the services required. All benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff. During the recall period, any employee who refused to accept a recall or did not respond to the notification of a job opening within seven (7) days of receipt of notification of a job for which he/she is qualified will forfeit rights under this section.

#### **ARTICLE 6 – WORK DAY AND WORK YEAR**

1. The work year for Behavior Technicians shall be the 180 days that school is in session for students plus 4 professional development days each year, with the exact date(s) to be determined at the discretion of the Superintendent or his/her designee.
2.
  - a. Full-time employees will work between six (6) and (7) hours per day, depending upon the needs of the program to which they are assigned, as determined by the Superintendent or his/her designee, exclusive of a one-half hour unpaid lunch, and a thirty (30) to thirty five (35) hour work week.
  - b. The Employee's work schedule (being the daily start and end times) shall be determined by the building principal or his/her designee based upon the student school day. If it is not in the best interests of the child for an employee to take his/her one-half hour lunch, the employee shall leave one-half hour early, with the prior written permission of the building principal or program director.

3. An employee authorized by the building principal or his/her designee to work beyond the regularly scheduled work day, shall be compensated at his/her regular hourly rate of pay up to 40 hours total per week. For authorized work beyond 40 hours in any one week, the employee will be compensated at the rate of time and one-half his/her regular hourly rate of pay.
4. Members employees prior to June 30, 2018, shall have the option of being paid either in twenty-two (22) equal payments (once every two (2) weeks) over the period the school year (September to June, or in 26 equal payments (once every two weeks) over the period of September to August. Employees shall provide notice of election by June 1 for the following school year. Once an election is selected, it shall remain in effect unless and until changed in writing by the employee.

Members employed on or after July 1, 2018 shall have the option of being paid either in twenty-two (22) equal payments (once every two (2) weeks) over the period of the school year (September to June) or in a twenty-three (23)-payment program, including twenty-two (22) equal payments (once every two (2) weeks beginning in September) with the final (twenty-third (23rd)) payment, covering the four (4) summer pay periods, payable on the last day in June.

5. Behavior Techs shall participate in the School District's Professional Development Program on the additional days outlined above days designated by the District. The District shall seek input from the Union on professional development offerings.
6. Extended Day Work:

In situations where the educational needs of a student or students require a work day beyond the basic work schedule outlined above, the following steps will be observed:

- A. For general coverage needs - Notice of the assignment will be posted in the building pursuant to the provisions of Article 14, Section 1. All Behavior Technicians in the building are eligible to apply for the additional work. The Principal will consider the current needs of the building, the program and its students and the Behavior Technician's qualifications and ability to provide the services required. In determining qualifications and ability, management will consider the job description for the position, the student needs involved, and the Behavior Technician's training and job performance. Where all else is equal, the seniority may be considered.
- B. For specific student educational needs - In the event the educational needs of a specific student require the Behavior Technician assigned to that student to work time beyond the basic work schedule, the Principal and employee shall meet to discuss the matter. If the employee is unable to work the additional time, the Principal, in consultation with the Director of Student Services, may explore other options within the District, including but not limited to the transfer or reassignment of members.

7. Without lengthening the basic work day, the starting and ending time of the day are subject to change by the Principal. However, such individual changes will be discussed in advance with the affected employees. In the event that said change poses a problem for an employee, the Principal shall meet with the employee to discuss alternatives that both meet educational needs and minimize disruption.
8. Part time employees work less than six (6) hours per day, exclusive of a one-half hour lunch and less than thirty (30) hours per week. Part time employees who are regularly scheduled to work 20 or more hours per week are eligible to receive a pro-ration of the benefits outlined in the contract as compared to a full-time employee.
9. Members shall be required to keep accurate records of their working hours and are responsible for clocking in and out, using an electronic time clock or other timekeeping record as determined by the Superintendent or his/her designee. The Parties agree to meet prior to the implementation of such electronic clock or timekeeping system and engage in impact bargaining over the implementation decision.

#### **ARTICLE 7 - GRIEVANCE AND ARBITRATION**

1. A grievance shall be defined as an alleged violation of the terms and/or provisions of this Agreement, or any dispute over the interpretation, meaning, or application of the terms and/or provisions of this Agreement.
2. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances of the employees covered by this Agreement, at the lowest step possible. Employees are urged to first discuss the grievance with their appropriate immediate supervisor with the objective of resolving the matter informally prior to the filing a formal written grievance.
3. **Step 1:** The Union Steward and/or the aggrieved employee shall discuss the grievance informally with the School Principal or Director. Such discussion shall take place within ten (10) school days from the date the employee knew or should have known of the event which gave rise to the grievance. The Principal/Director shall have ten (10) school days to respond to the grievant from the date of the informal meeting.
4. **Step 2:** If the matter has not been resolved at Step 1, the formal grievance shall be submitted to the Superintendent or his/her designee in writing within ten (10) school days after the Step 1 response has been received or was due, whichever occurred first. The Superintendent or his/her designee will meet with the grievant and his/her Union representative within ten (10) school days of receipt of the written grievance. The Superintendent or his/her designee will respond to the grievance in writing within ten (10) school days of the Step 2 meeting.
5. **Step 3:** Grievances involving the discipline, suspension or discharge of an employee will not be heard by the School Committee. Otherwise, if the grievance has not been resolved at Step 2, it may be submitted in writing to the School Committee within ten (10) school

days after the Step 2 response has been received or was due, whichever occurred first. The School Committee shall take the matter up at its next regularly scheduled meeting and shall respond to the grievance in writing within ten (10) school days of the Step 3 meeting.

6. **Arbitration:** If the grievance has not been resolved within ten (10) school days after the next regularly scheduled School Committee meeting following that at which the grievance was taken up, the Union may submit the grievance to arbitration within twenty (20) calendar days following the date on which the Committee's answer was due. The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement. Costs of the arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the School Committee and the Union.
7. Where Steps 1 and 2 take place during working hours, the Union Steward and the grievant shall be allowed reasonable time off with pay to attend meetings as required in said steps.
8. In a discipline or discharge case, Step 1 shall be omitted and the grievance will be referred directly to Step 2.
9. The Parties may mutually agree in writing to extend any of the timelines set forth herein.

#### **ARTICLE 8 - GROUP INSURANCE**

Eligible employees shall be given the opportunity to participate in the group medical, dental, and life insurance programs offered by the City. Nothing contained herein shall limit the City's right to implement a change in group insurance benefits under the provisions of M.G.L. c. 32B, sections 21-23.

#### **ARTICLE 9 - SICK LEAVE**

1. Employees covered by this Agreement shall be entitled to sick leave as follows:
  - A. Ten (10) month employees with less than three years of service shall accrue sick leave at the rate of one and a half days per month of employment to a maximum of 145 days. Ten month employees with more than three years of service shall receive their annual allotment of 15 sick days in the beginning of the academic year. For those employees who start the academic year at the maximum of 145 days, the new allotment of 15 days will be put in escrow. If such an employee uses a sick day, the sick day will be subtracted first from the 15 days in escrow and then subtracted from the 145 days when the escrow is exhausted. The balance of the escrow will be zeroed out at the end of the academic year and will not be added to the 145 days. If an employee who receives the 15 sick days at the beginning of the academic year leaves employment with the Marlborough Public Schools before the end of the school year, the employee shall be charged at the rate of one and a half days per

month between the date of separation and the end of the school year from their final paycheck.

- B. Sick leave accrual shall include any sick leave accumulated prior to the effective date of this Agreement, not to exceed the maximum set forth above.
  - C. Any employee who leaves work because of illness with the approval of the Principal or supervisor, and who has worked at least one-half of his or her regular work day, will be paid for the full day with no charge to sick leave.
  - D. A Behavior Technician who suffers an accident or injury in connection with their employment, and may utilize sick time to make up the difference between workers compensation and their regular salary.
2. Up to five (5) days of Sick leave per contract year may be used in cases of illness or injury of the employee or a member of the employee's immediate family requiring the employee's attention.
3. Sick Leave Bank:
- A. A Sick Leave Bank will be maintained to provide paid sick days for utilization for qualified members whose sick leave accumulation is exhausted through illness or accident and who require and have been granted an additional leave of absence by the Superintendent in order to make full recovery from an illness or accident.
  - B. The Sick Leave Bank shall be governed by a Sick Leave Bank Committee consisting of three (3) members designated by the Union and three (3) members designated by the Committee. The decision of the Sick Leave Bank Committee will be final and binding. In the event of a tie vote, the decision will be in favor of the applicant. Decisions of the Sick Leave Bank Committee shall be made within fifteen (15) school days following receipt of the application. Meetings of the Sick Leave Bank Committee will be held after school during the Superintendent's office hours.
  - C. To qualify for membership in the Bank, it is necessary to have a threshold figure of thirty (30) days accumulated sick leave and to donate one (1) day to the Bank. August 1<sup>st</sup> of each year is the deadline for the accumulation of the threshold figure.
  - D. After the Bank has accumulated more than five hundred (500) days, only new members will be required to donate to the Bank in order to become a qualified member. However, when the number of acquired days in the Bank drops below two hundred (200), all of the members of the Bank will donate a day a year to replenish the Bank. Any member of this bargaining unit may voluntarily authorize a specific number of days, in addition to the one (1) day that all members will be assessed because the number dropped below two hundred (200), to be deducted from his/her own total accumulation of sick days added to the Bank. This authorization must be made in writing to the Superintendent of Schools, stating the number of additional days he/she wishes to donate to the Bank and must be made

after August 1 and prior to September 30 of the school year in which the additional deduction is to be made.

- E. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the days and the anticipated extent of extended recovery time for illness. The Sick Leave Bank Committee reserves the right to request the applicant provide additional information to clarify his/her request. The doctor's certificate of illness must be renewed each calendar month.
- F. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.
- G. The maximum number of paid days the Sick Leave Bank may grant to any one employee is limited to one hundred-eighty (180) days. The maximum limitation includes repeat occurrences of the same illness.
- H. Subject to the following requirement, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and amount of paid days to be granted.
  - 1.) In administering the Bank and determining the amount of paid sick days granted, the following criteria shall be applied by the Committee:
    - a.) medical evidence of serious extended illness;
    - b.) prior utilization of eligible sick leave; and
    - c.) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.
  - 2.) No days may be withdrawn from the Bank for any reason other than the employee's own period of disability due to prolonged illness or accident. Days may not be withdrawn to permit an individual to stay home to care for members of the employee's family nor may these days be used for a complication-free pregnancy.
- I. The unused days in the Sick Leave Bank shall be carried over from the current Agreement to a successor Agreement.
- J. By September 1 of each year, the Union and administration will reconcile the number of days that were in the Sick Leave Bank as of August 1 immediately preceding.

## ARTICLE 10 - LEAVES OF ABSENCE

1. Eligible employees shall be granted unpaid leave under the Massachusetts Maternity Leave Act and/or the federal Family and Medical Leave Act. Employees shall request leave in advance, in writing, using the forms provided by the District's Human Resource Office, and the Superintendent or his/her designees will respond in writing confirming eligibility and other details of the leave. An employee may use his/her accrued paid sick time during the period of the employee's own disability.

## ARTICLE 11 - PERSONAL LEAVE

1. All bargaining unit members covered by this Agreement shall be allowed personal leave as designated below to attend to personal, legal business, or household matters that cannot be conducted during work hours. Such personal leave days shall be granted according to the following guidelines:
  - A. Personal leave days shall not require an explanation. The members of the bargaining unit shall state in writing that the leave is to be taken for important personal business not of a recreational nature, and that such business cannot be conducted on a non-duty day.
  - B. In emergency situations, a written request for personal leave day(s) may be submitted after the fact. Members of the bargaining unit will assume the responsibility of notifying the proper authority at the earliest possible time about the absence.
  - C. Except for use to celebrate a religious holiday, personal leave days shall not be taken to extend a vacation or holiday.
  - D. Behavior Technicians shall be eligible for up to three (3) personal leave days each contract year as follows:
    - a. During the Behavior Technician's first year of employment, one (1) day after completing forty-five (45) work days; a second day after completing ninety (90) work days; and, a third day after completing one hundred thirty-five (135) work days.
    - b. After completion of one year of service, all three (3) days shall be available for use as of the first day of each school year.In no event will a Behavior Technician be eligible for more than three (3) personal days in a school year.
  - E. Up to two (2) unused personal days remaining at the end of a contract year may be converted to sick days for use subject to Article 9. Any additional unused personal days remaining at the end of a contract year shall be forfeited.

## **ARTICLE 12 - BEREAVEMENT LEAVE**

1. Up to five (5) days paid leave, if necessary, shall be allowed for the death of an employee's parents (or others who have fulfilled the functions of parents), spouse, child, significant other and/or partner. For siblings, grandparents, grandchild, mother-in-law, father-in-law the leave would be restricted to up to three (3) days unless the deceased resided in the household of the employee, in which case up to five (5) days paid leave shall be granted. Up to two (2) days paid leave shall be granted in the event of the death of an aunt, uncle, niece, nephew and the then current brother-in-law or sister-in-law of an employee. Bereavement leave is defined as consecutive business days immediately following the death and shall not be carried over a school recess period. During the December, February and April school recess periods, the leave shall begin immediately upon the death. In extenuating circumstances, additional time may be requested and may be granted at the discretion of the Superintendent.
2. In any one (1) year, one (1) day of absence for a funeral may be granted. In this connection, a funeral shall be interpreted to mean attendance at the funeral of a relative or friend where the bond is so strong that attendance constitutes a moral obligation.

## **ARTICLE 13 - JURY DUTY**

If an employee is called for jury duty or is subpoenaed as a witness for school-related matters, the Committee shall pay the difference between the employee's regular pay and the amount received for each duty. If the employee is not sitting, he/she will return to work. Where an employee is served with a subpoena for a school-related matter, the employee shall immediately notify his/her building principal.

## **ARTICLE 14 – POSTINGS**

1. When a position covered by this Agreement becomes vacant and the Superintendent and/or Committee decides to fill said position, or any new position covered by this Agreement is created, such vacancy shall be posted in a conspicuous place listing the duties and qualifications. This notice of vacancy shall remain posted for five (5) calendar days. Additionally, notice of such posting shall be emailed to all members. Employees who believe themselves qualified by reason of experience, training, courses taken, certificates held, and general ability shall apply in writing within the five (5) calendar day period.
2. Whenever a new position is created by the School Committee, the School Committee agrees to meet its obligations under M.G.L. Chapter 150E relative to bargaining the compensation and other terms and conditions of employment for such new positions prior to filling them.

3. Current bargaining unit members who apply shall be interviewed for these positions. Interviews shall be conducted in a timely manner.
4. A current unit member who is interviewed but not selected for a position may request from the Principal or Program Director an explanation about why he/she was not chosen.
5. Summer/Extended Day Programs:
  - A. All openings for Behavior Technician positions for summer and/or extended day positions offered by the Marlborough Public Schools shall be posted in accordance with Section 1, above.
  - B. To the extent possible, available positions may be filled first by qualified Behavior Technicians employed in the Marlborough Public Schools.
  - C. In filling these positions, consideration will be given to the current needs of the building, the program and its students and the Behavior Technician's qualifications and ability to provide the services required. In determining qualifications and ability, management will consider the job description for the position, the student needs involved, and the Behavior Technician's training and job performance. Where all else is equal, seniority may be considered.
  - D. Members who are appointed to work in the summer program will be compensated as follows:
    - i. Effective July 1, 2018, at the rate of \$21.00 per hour worked;
    - ii. Effective July 1, 2019, at the rate of \$21.50 per hour worked; and,
    - iii. Effective July 1, 2020, at the rate of \$22.00 per hour worked.

#### ARTICLE 15 - PERSONNEL RECORDS

Employees have the right, upon request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Union present during such review. No material derogatory to an employee's conduct, service, character or personality will be placed in his /her personnel file unless the employee has been provided with a copy of the material. The employee may submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. Any complaints about an employee, of which the Administration takes official cognizance, should be brought to the attention of the employee.

## ARTICLE 16 – PERFORMANCE EVALUATION

### 1. General Principles

- A. The purpose of evaluation is to recognize outstanding performance, assist in identifying areas in which improvement must be sought, and provide a means of pursuing excellence for all District employees in Behavior Technician functions.
- B. All monitoring and/or observation of work performance of an employee will be conducted openly and with the full knowledge of the employee.

### 2. Procedure

- A.
  - 1. A formal written evaluation will be completed annually by June 15<sup>th</sup> by the Employee's supervisor (hereinafter referred to as "the Evaluator"). Authorized Evaluators may include but not be limited to licensed administrators, such as the Superintendent, the Assistant Superintendent, Directors, Supervisors, Principals or Assistant Principals.
  - 2. Employees will be given written notice of their primary Evaluator (building-based administrator) by October 1.
  - 3. The October 1 notification date is waived for the 2016-2017 school year. The 2016-2017 school year will be considered a pilot year.
- B. It is understood that the Evaluator will obtain feedback on job performance from the Employee, teachers, or other administrators who have direct knowledge of the Employee's work.
- C. The final written evaluation will be completed by the Evaluator using the Behavior Technician Evaluation Form, attached to the Agreement as Appendix A.
- D. There shall be a meeting between the Evaluator and the Employee to discuss the evaluation, when requested by either.
- E. Employees shall receive a copy of the completed, signed Evaluation Form and have the right to discuss such form with the Evaluator.
- F. Employees have the right to attach a written statement to the Evaluation Form within ten (10) calendar days of receipt of the evaluation. Both the Evaluation Form and the written statement will become part of the Employee's personnel record.

3. Annual Notification
  - A. No later than June 30<sup>th</sup>, Employees will be provided with written notice of either a reasonable assurance of employment or non-renewal of employment for the following school year.
4. The Parties will meet in or around June 2017 to review the evaluation process and instrument.

#### **ARTICLE 17 – TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT**

1. Marlborough Public School District will reimburse employees up to Four Hundred Dollars (\$400.00) per course with an aggregate district-wide cap of Twelve Thousand Five Hundred Dollars (\$12,500.00). Such courses must be directly related to an employee's work and approved by the Superintendent or his/her designee prior to the course being taken and with the provision that the employee attain a final grade of B or better in the course to be entitled to reimbursement.
2. Forms for tuition approval and reimbursement can be found on the district web site. For reimbursement, proof of payment and proof of satisfactory completion of course work must be forwarded to the Human Resources Office.
3. Any employee who submits a course for reimbursement and has it approved will be eligible for funds pending availability. Course reimbursement is on a first come, first serve basis and not guaranteed. If an employee submits more than one course for reimbursement, their second or subsequent request will only be honored if there are funds still available for the fiscal year. Reimbursement for subsequent courses may not be honored for the full cost of the course.

#### **ARTICLE 18 - SEPARABILITY CLAUSE**

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE 19 – UNION BUSINESS**

1. During the life of this Agreement, in accordance with the terms of the form of authorization of check-off of dues, hereinafter set forth, the employer agrees to deduct Union membership dues levied in accordance with the Constitution of this Union, from the pay of each Union employee who executes or who has executed such form, and remit the aggregate amount to the Treasurer of such Union along with a list of Union employees who have had such dues deducted. Such remittance shall be paid bi-weekly.
2. Each employee, who elects not to join or maintain membership in the Union, may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and remit the aggregate amount to the Treasurer of the Union along with a list of agency fee members who are having said dues deducted. Such remittance shall be made bi-weekly.
3. The Union shall indemnify and save or hold the School Committee harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article, or by compliance with provision of the Article.
4. A written list of Union stewards and officers shall be furnished to the Employer as soon as practical after their election and the Union shall notify the Employer of any changes. The elected stewards and officers shall be entitled to contact bargaining unit employees at work on matters regarding the administration of this Agreement, provided that the Superintendent or his/her designee is notified in advance and that there is no interference with School business.
5. Representatives of the Union shall be permitted access to school property after the student school day for the purpose of conducting Union business with the prior approval of the Superintendent.
6. A bulletin board shall be made available to the Union and its members in each school. No libelous, inflammatory, profane or obscene material shall be posted on the bulletin board.

## **ARTICLE 20 - NO STRIKE CLAUSE**

1. The Union, for the duration of this Agreement agrees not to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services.
2. The School Committee agrees not to lock out employees during the term of this Agreement.

## **ARTICLE 21 - PROBATIONARY PERIOD/DISCIPLINE**

1. The first ninety (90) work days following an employee's initial date of hire shall be considered the probationary period. An employee, whose service during the probationary period is not satisfactory, may be dismissed from the school system.
2. No employee who has satisfied his/her probationary period shall be disciplined without just cause.

## **ARTICLE 22 - ASSIGNMENTS**

1. The assignment of Behavior Technicians, including hours of work, building, classroom, specific students and/or duties, shall be made annually by the Superintendent or his/her designee. Such assignments shall be made in the best interests of the School District and its students.
2. Employees shall be notified by the School District e-mail or first class mail of their building and tentative class/grade assignments as soon as practicable and under normal circumstances no later than August 15<sup>th</sup> of each year with the understanding that the assignments are subject to change based upon the needs of the School District. In the event that an assignment is changed after August 15<sup>th</sup>, the employee will be notified by School District e-mail as soon as possible.
3. During the school year, a Behavior Technician's assignment, including hours of work, building, classroom, specific students or duties, may be changed at any time.
4. If, on any given day, the Behavior Technician's assigned student does not require services, whether due to the student's absence or some other reasons, the Behavior Technician may be assigned to support student needs as determined by the building Principal or supervisor.

## **ARTICLE 23 - LONGEVITY**

Effective July 1, 2018, Behavior Technicians shall be eligible for an annual longevity payment, as specified below, upon completion of the following years of consecutive service to the District. Said payment shall be made in the first payroll of July based upon the total years of consecutive service as of July 1.

<b><u>Consecutive Years of Service as of July 1</u></b>	<b><u>Payment</u></b>
3 Years	\$275
5-9 Years	\$475
10-14 Years	\$575
15+ Years	\$675

## **ARTICLE 24 – COMMITTEE ON POLITICAL EDUCATION (COPE)**

The employer shall deduct and transmit to the Service Employees International Union, Local 888 COPE Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and the frequency specified on the COPE check-off authorization card.

## **ARTICLE 25 - WAGES**

1. The starting salary for newly hired Behavior Technicians shall be as follows:
  - Effective July 1, 2018 - \$19.45
  - Effective July 1, 2019 - \$19.84
  - Effective July 1, 2020 - \$20.24
2. All employees of the bargaining unit who have worked at least 92 days in the prior contract year, shall receive the following increase to their hourly rates of pay:
  - Effective July 1, 2018 – 2%;
  - Effective July 1, 2019 – 2%;
  - Effective July 1, 2020 – 2%.
3. The Human Resources Office shall prepare a list of all members and their hourly rate as of September 1 of each year of this Contract.
4. Behavior Technicians who hold a Bachelor's Degree shall be eligible for an annual Education Credit of \$250.00 upon submission of valid documentation to the Human Resources Office.

## **ARTICLE 26 - STABILITY OF AGREEMENT**

1. No alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
2. The failure of the School Committee or the Union to insist on any one or more incidents or performance of any of the terms or conditions of the Agreement will not be considered as

a waiver or relinquishment of the right of the School Committee or the Union to future performance of any such terms or conditions, and the obligations of the School Committee and the Union to such future performance will continue in full force and effect.

**ARTICLE 27 - DURATION**

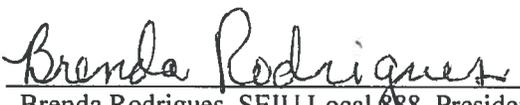
This Agreement shall become effective as of July 1, 2018 and shall continue in full force and effect through June 30, 2021 at which time it shall terminate.

IN WITNESS WHEREOF the parties to this Agreement set their hands and seals by their duly authorized agents on this 10 day of ~~December 2018~~ <sup>April 2019</sup>.

**MARLBOROUGH SCHOOL  
COMMITTEE**

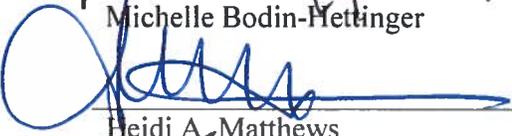
**FOR THE LOCAL 888, SEIU:**

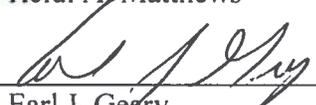
  
Arthur G. Viggant - Chair

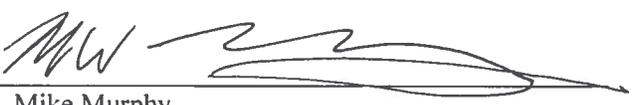
  
Brenda Rodrigues, SEIU Local 888, President

  
Michelle Bodin-Hettinger

\_\_\_\_\_  
Ron Patenaude, SEIU, Local 888 Field Representative

  
Heidi A. Matthews

  
Earl J. Geary

  
Mike Murphy

  
Katherine H. Hennessy

\_\_\_\_\_  
Megan Karb

  
Denise E. Ryan

\_\_\_\_\_  
Mark Walter

**MARLBOROUGH PUBLIC SCHOOLS  
BEHAVIOR TECHNICIAN EVALUATION FORM**

Employee Name: \_\_\_\_\_ Date of Review: \_\_\_\_\_

Position Title: \_\_\_\_\_ Evaluator: \_\_\_\_\_

**SPECIFIC REVIEW FACTORS**

**JOB KNOWLEDGE**

- 1.) How do you rate this employee's ability to incorporate knowledge of learning/behavioral styles and child development into his/her work?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

- 2.) How do you rate this employee's ability to communicate concerns and feedback regarding a student's behaviors?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

**INITIATIVE & ABILITY TO LEARN ADDITIONAL SKILLS**

- 3.) How well does this employee practice new behavioral management strategies and skills?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

**COOPERATION & ATTITUDE TOWARDS SUPERVISION**

- 4.) How do you rate this employee's ability to be flexible and adapt to the changing needs of the classroom, the student(s) to which he/she is assigned, and the direction of the teacher?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

EXHIBIT A

- 5.) How well does this employee understand and respect their own role in the classroom, and contribute productively in discussions with others about successful learning/behavioral strategies, progress and updates relative to the student(s) assigned to him/her?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

**PROFESSIONALISM & WORK HABITS**

- 6.) How well does this employee exhibit the qualities of patience, flexibility, motivation, and time management necessary for consistent, high-level performance?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

- 7.) How do you rate the employee's dependability, reliability, promptness and attendance?

Excellent 4	Good 3	Marginal 2	Unacceptable 1

**SUMMARY**

- 1.) What are this employee's professional strengths?

2.) In what areas does the employee need to grow, improve, or develop higher level skills?

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_