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Affiliated with the MTA and the NEA

Louis St. John, President

A GUIDE TO YOUR CONTRACT AND ASSOCIATION

2015

NBEA Website address: <http://newbedford.massteacher.org/>

NBEA Blog: <http://nbeducators.blogspot.com/>

NBEA Facebook: <https://www.facebook.com/nbea.nbea/>

What is the New Bedford Educators Association?

The Association is the legal representative for all of the professionals in the New Bedford School System. The NBEA gives teachers a strong voice in how the schools and the school system work through:

- ❖ Negotiations – to assure that all employees receive fair compensation and benefits
- ❖ Protections – NBEA and MTA representatives monitor the actions of the school department to be sure that employment practices are fair and equitable.
- ❖ Professionalism – As an association – we strengthen our profession – we work together as colleagues to enhance and improve the educational environment for our students and ourselves.

WE ALWAYS REMEMBER THAT OUR WORKING CONDITIONS ARE OUR STUDENTS LEARNING CONDITIONS.

- Negotiations – for professional growth – including:
 - Faculty Advisory Committees at the building level,
 - Tuition reimbursement negotiated into the contract,
 - NBEA representation on negotiated committees to implement Massachusetts and Federal laws.

Consider this.... Nearly 100% track record...

NBEA members' grievances are satisfactorily resolved to the benefit and satisfaction of the educator at the local building.

YOUR RIGHTS UNDER MASSACHUSETTS LAW

Under the law, the association and the employer are under a mutual obligation to confer "WITH RESPECT TO WAGES, HOURS, STANDARDS OF PRODUCTIVITY AND PERFORMANCE, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT". Such negotiations include what are called "MANDATORY" subjects of bargaining...those with a direct impact on the job, such as pay...and may include "NON-MANDATORY" subjects of bargaining such as curriculum decisions.

WHAT IS IN A "CONTRACT"?

Your Collective Bargaining Agreement or "Contract" contains:

- Rights and Responsibilities of the teacher and district.
- Benefits
- Conditions of Employment including health and safety
- Assignments
- Equitable Evaluation Process
- Salary Schedules
- A Grievance Procedure to enforce the Agreement.

The Contract does not regulate the intellectual aspects of the educators' profession.

YOUR RIGHTS

- Your collective bargaining agreement governs most aspects of your employment. In some areas, the protections differ depending upon how long you have been employed and whether you have "*Professional Teacher Status*" (PTS).
- A teacher has the least protection in the earliest days of employment. Assuming satisfactory performance, there is an increase in your job protection as time passes.
- A teacher without Professional Teacher Status or "Non PTS" is probationary and is employed on an annual basis through the first 3 years of employment.
- A district may elect to *non-renew* the teacher at the end of the first 3 years without stating a reason, if notification is made by June 15.
- However, your association representatives can assist a "Non-PTS" teacher to be sure that all rights and benefits such as; a fair evaluation, an equitable workload and class size are provided by the ***district***.
- A Faculty or Building Representative is always available and ready to assist a new teacher in any meeting or discussion with the administration.
- Your "*Weingarten Right*" is a statutory right to association representation and will be guaranteed to you through the Association.

ROSTER OF CONTRACTUAL BENEFITS

SALARY (Article 2, Appendix A)

1. Teaching Salary (185 day contract)

Base Salary – remuneration for 185 days of service
(see base salary schedule – Appendix A for each year).

Experience Increment or Longevity – recognizes service to the district with an increase on the base salary. (See Longevity – Schedule B of Appendix A).

2. Compensation for Other Services – are stipends for extra-voluntary responsibilities, retirement will be taken out of a stipend.
(see Schedules D and E of Appendix A).

3. Payments will be made on a weekly basis in fifty-two (52) equal installments or a member may elect a lump sum summer payment if notice is provided to the Superintendent by May 1st. An option of 42 equal installments is also available.

4. Course Reimbursement – each teacher is eligible to receive a reimbursement of \$600.00 per year for a course approved in advance by the Superintendent.

5. Placement on Columns will occur on September 1 and February 1 of each school year with evidence of completion of graduate course work. (Refer to Appendix A, #1).

SICK LEAVE (Article 16)

- Sick Leave – available to all professional staff at the rate of 1 ½ days for each month of teaching with a maximum of 15 days per school year and with a maximum accumulation of 185 days.
- Family Illness Leave – employees may use 8 of their 15 days per year in case of the illness of a child, spouse, or parent living in the household.
- Extended Illness Leave – is available to professional employees with PTS who have accrued at least 20 days at the time of the illness, refer to Article 16 E.
- Sick Leave Buyback – (Payment for unused sick leave at retirement) based upon 10 years of service in the New Bedford Schools.
- Bereavement Leave is available up to 3 days of immediate family; 1 day is available for other family members.

- Personal Leave of up to 2 days per year, but may be added to sick leave for the following year, if unused.
- Professional Leave for the purpose of visiting other schools, up to 2 days may be granted to each member.
- Maternity, FMLA, Adoption Leaves – there are a number of leave options available to both female and male teachers:
 - ✓ Maternity Leave is available for up to 1 year following the birth; paid time is available for the period of disability as certified by a physician’s statement by using personal, accrued sick leave days.
 - ✓ Up to 2 years of maternity leave, but the teacher may not return prior to the expiration of the 2 year leave; payment is made using accrued sick leave.
 - ✓ Adoption Leave is available to either female or male teachers paid for 8 weeks; using paid sick leave days; or unpaid thereafter, up to 2 years.
 - ✓ FMLA Leave is an unpaid leave for 12 weeks for the purposes of: childbirth, or for care of a serious health condition of the teacher or the teacher’s immediate family.
 - ✓ *While on the FLMA Leave: The District will continue to pay its portion of the health insurance premium;
 - ✓ Unpaid Leaves of Absence shall be granted by the Superintendent if a request is made by April 1st with a total of more than 10 requests per school year.
 - ✓ If two spouses are employed by the district, they are entitled to a combined 12 weeks of FMLA Leave for birth or adoption or foster care or to care for a parent with a serious health condition; and 12 weeks each for their own serious health condition or to care for their child.

HEALTH INSURANCE is available to all with the District contributing 75% contribution to the Blue Cross Blue Shield Program chosen by the member;

OTHER INSURANCE PROGRAMS are available at low cost through the MTA Benefits Program (www.mtabenefits.com).

LIABILITY INSURANCE is provided to all members, that covers you up to \$1,000,000, if you are sued in connection with your professional employment.

SICK LEAVE BANK (Article 40)

A Sick Leave Bank shall be established for the purpose of making additional sick leave days available to professional employees who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using sick leave under Article 16, Section E, Extended Illness.

The initial grant of sick leave days from the Bank shall not exceed forty (40) days, after which the professional employee may reapply for no more than an additional twenty (20) days.

The Sick Leave Bank will be initially funded by deducting one (1) sick day from the accumulated sick leave days of each professional employee who has agreed to participate in the Bank, and contributing such day(s) to the Bank. When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each professional employee who has agreed to continue to participate in the Bank.

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home or care for other members of the family.

Professional employees who are drawing on Workers' Compensation will not be eligible to draw from the Sick Leave Bank.

EVALUATION (Appendix D)

1. ***What are the different types of Educator Plans?***
 - A. Developing Educator Plan- developed by the Educator and the Evaluator for one school year for an Educator without Professional Teacher Status or at the discretion of the Evaluator, for an Educator with PTS in a new assignment.
 - B. Self-Directed Growth Plan- developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - C. Directed Growth Plan- developed by the Educator and the evaluator for one (1) school year or less for Educators with PTS who are rated needs improvement.
 - D. Improvement Plan- developed by the Evaluator of no fewer than 90 calendar days and no more than one (1) school year.

2. *What does a two (2) year Self-Directed Growth Plan look like?*

A. Year 1: **Formative Evaluation**

Educators receive a Formative Evaluation near the end of the first year of a two (2) year cycle. The Educator's performance rating shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance, in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

Formative Evaluation provides written feedback and ratings to the Educator about his/her progress toward attaining the goals set forth in the Educator Plan.

*Note: This is not a Summative Evaluation. The Formative Evaluation form should not resemble the Summative Evaluation form.

B. Year 2: **Summative Evaluation**

The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against Performance Standards, and evidence of attainment of Educator Plan goals.

DEFINING AND RESOLVING GRIEVANCES (ARTICLE 26)

WHAT IS A GRIEVANCE?

A grievance is an employment-related problem but, under the contract, not all employment-related problems can become grievances. That depends on whether the complaint meets the contractual definition of a grievance. In any case, the Association recommends that the individual follow self-protective procedures and principles in all employment problems.

HOW TO PROTECT YOUR RIGHTS

- Keep copies of all records concerning employment.
- Read and understand any document you are asked to sign before signing it, ask for help if needed.
- Get it in writing – whether it is an original offer or a proposed change in current conditions of employment.

- Make a request to have a witness (the building representative) present if it seems that a critical encounter with an administrator may occur.
- Attempt to get written clarification of what an administrator said or intended; put your request in writing or ask the Association to assist you.
- Refrain from being insubordinate; maintain civility.
- Examine the contents of your personnel file every year (Human Resources Office).
- Consult a building representative promptly when a problem arises.
- Be forthcoming in describing all circumstances of a problem so the Association can deal effectively with it.

While these steps will not guarantee a problem-free work environment, they will help.

Remember:

- ✓ You cannot be fired for “*doing*” a grievance;
- ✓ You are strongly urged to consult with your building person for assistance.
- ✓ Everything is confidential. The NBEA and MTA have worked hard to maintain a relationship of respect, integrity, and trust with the administration over such matters needing resolution. But, sometimes grievances are necessary to protect our agreement and your rights as professionals.
- ✓ See your building representative or call the NBEA if you think you have a problem!

Time is important – a grievance may be filed 30 days from the date upon which the grievance is based or from the date when the employee knew of the grievance.

Protection: Reporting Assault (Article 21)

Professional employees will immediately report, in writing, all cases of assault suffered by them in connection with their employment to the Principal of the school who shall then forward the assault report to the Superintendent of Schools. Principal shall call in Police to take assault report from a teacher at the discretion of the teacher either during school time or at the end of the workday. The Committee will pay the fee for filing said report. Reimbursement for such

filing shall be granted no later than sixty (60) days, following the submission of such request.

The Committee recognizes that professional employees have a right to a safe working environment, including the right to be free from threats and/or the manifestation of violence from students. If the building principal or superintendent fails to take action to remove the threat, the Association can invoke rights guaranteed under Article 26, Grievance Procedure.

Professional employees who suffer loss of, or damage to, personal property in the course of performing their duties may petition the Committee for reimbursement.

Q and A on Payroll and Paychecks

1. How is my paycheck calculated?

Pay is calculated by taking the annual salary for your column (Bachelor's, Master's, etc.) divided by the number of paychecks you have chosen – 42 or 52.

Example 1: A teacher paid at the rate of \$50,000 who has chosen 42 will be paid in 42 paychecks of \$1190.48, paid on the regular weekly payroll throughout the school year.

Example 2: A teacher paid at the rate of \$50,000 who has chosen 52 – will be paid in 52 checks of \$991.54 paid on the regular weekly payroll throughout the school year.

Example 3: A teacher may also opt to receive a lump sum paycheck for the summer payment if he/she notifies the Superintendent's Office by no later than May 1st; the payment will be made by June 30th.

2. Why do I have no "Teachers' Retirement" taken out of my check?

A teacher hired as a permanent sub for the school year cannot have teachers' retirement withheld until he/she has been employed in the position for six months. This is a rule of the Massachusetts Teachers Retirement System (MTRS). Therefore, any permanent subs hired at the beginning of the year will have Teachers' Retirement withheld beginning in March. A teacher hired to a regular permanent position will have Teachers' Retirement deducted in the first paycheck.

3. How is my daily rate calculated if I have to take a day off without pay?

Your daily rate is calculated by taking your annual salary divided by the work year 185 days (Article XII).

For example, the rate of \$50,000 divided by 185 days = \$270.27 per day. Therefore, \$270.27 would be deducted from your paycheck.

4. I don't understand my insurance benefits deduction amount?

Insurance benefits are withheld one month in advance, i.e., in September you are paying for October. Therefore, when you sign up for health insurance to begin in September, the amount may be slightly larger at the beginning of the school year.

5. Deductions that will be made from your salary:

- federal taxes
- state taxes
- Medicare taxes
- Massachusetts Teachers' Retirement contributions (11%)*
****You will not have any deductions paid to the federal Social Security System.***
- Health premiums and another other insurance programs
- Association Dues
- Payment to tax sheltered annuities (if you requested it).
- NBEA-sponsored Dental Insurance.

NEW BEDFORD EDUCATORS ASSOCIATION - CONTACTS

	<u>Name</u>	<u>E-Mail Address</u>
President	Lou St John	nbeducators@yahoo.com
First Vice-President	Marc Arena	nbeducators@yahoo.com
Vice-President For Unit A	Chuck Lapre	nbeducators@yahoo.com
Vice-President for Unit B	Vacant	nbeducators@yahoo.com
Secretary/Treasurer	Kim Pearson	nbeducators@yahoo.com
Grievance Chair	Bryan Hancock	bryanhancock10@gmail.com

NBEA Executive Board Meetings are held every month.

Massachusetts Teachers Association/NEA Contacts

Retirement Services:

MTA has a coordinator of retirement working out of Boston and a consultant available on the third Saturday of the month (September through June) from 9:00 AM to 1:00 PM with no appointment necessary in the Raynham Service Center.

Massachusetts Teachers Association Raynham Service Center
56 Orchard Street, (Route 44)
Raynham, MA 02767
Toll Free: 1-800-336-1118
Phone: 508-822-5371
Fax: 508-880-7575

Massachusetts Teachers Association Headquarters: 1-800-392-6175

Massachusetts Teachers Association Website: www.massteacher.org

Massachusetts Teachers Association Benefits: 1-800-336-0990

Web Address: mtabenefits.com or requests@mtabenefits.com

National Education Association: 202-833-4000

Website: nea.org

Faculty Advisory Committee - Article 28

Advisory Committees will be formed in each school building each September. Each Committee will be comprised of three (3) to five (5) professional employees elected by the staff in each building. In addition, the principal shall be a member of the Advisory Committee. The names of those elected will be submitted to the NBEA and the Principals by the Faculty Representatives.



The purpose of these Committees is to improve lines of communication and to promote a free exchange of ideas to facilitate the educational process in the school buildings. As part of the responsibilities of the Advisory Committee, at the beginning of each school year, each Advisory Committee will recommend the agenda and/or content of at least two (2) of the Professional Development days



These committees shall address issues of common concern in the building, including but not limited to discipline, scheduling, money collection, health and safety, and professional employees doing administrative duties.



Each Advisory Committee shall submit a quarterly report of all meetings and recommendations to the staff in the building and to the Chairpersons of the Management/Association Committee on Employee Relations. These reports will be from the whole Committee. The reports of the Advisory Committee shall be signed by all members, prior to release.



Management/Association Committee on Employee Relations

The purpose of said Committee shall be to receive any recommendations made by the Advisory Committees and to discuss matters of mutual concern to the employees and the employer.

How often can the FAC meet? At most schools the meetings occur once a month but they can take place more often if the committee determines there is a need.

When should we schedule the following meeting? In most schools the committee holds the meeting on a predetermined day. Example: the 2nd Tuesday of the month. In other schools, the committee sets up the following meeting at the end of the current meeting.

Can we schedule a meeting before the next regularly scheduled meeting to address concerns that were not discussed at the prior meeting? Yes.

What should be the length of the meeting? That is determined the committee. Some meetings last longer than others. The first couple of meetings of the school year are usually the longest. Most meetings go from 1 or 2 hours.

Do all members need to be in attendance for FAC meetings? All members should attend the meeting. Meetings should be rescheduled if a significant number of people are absent.

Do the minutes of the meeting get signed by each member of the committee? Yes

Does the principal have to approve the minutes of the meeting? No

Who receives copies of the minutes? Every member at the school should receive a copy of the minutes. The superintendent will send a request for the minutes quarterly. At that time, the minutes should be sent to the Superintendent and the Association.

Who will read the submitted concerns to the committee? In some schools the chairperson reads the concerns. In other schools, the committee member who receives a concern reads it to the committee.

Should every concern that was submitted be read to the committee? Absolutely.

Can concerns that only affect one person be discussed? Yes, every member should have his or her concerns heard.



NBEA/NBPS



(Protocol for Reporting Equipment Malfunctions and Requests for Repairs)

Faculty Representative

Principal

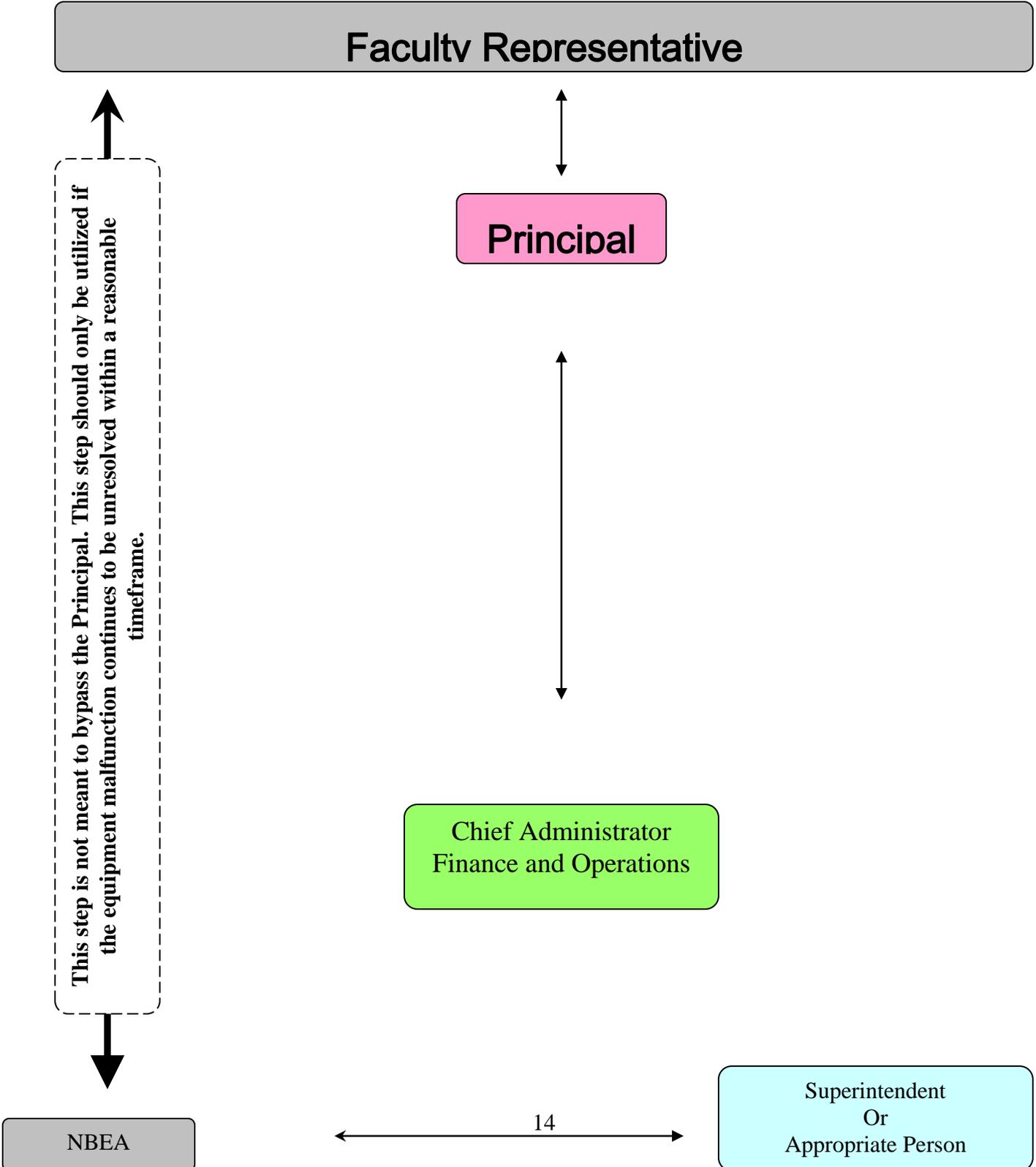
**Chief Administrator
Finance and Operations**

**Superintendent
Or
Appropriate Person**

This step is not meant to bypass the Principal. This step should only be utilized if the equipment malfunction continues to be unresolved within a reasonable timeframe.

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Health and Safety Flow Chart

(Protocol for Reporting Concerns)

