

AGREEMENT

BETWEEN

SWANSEA SCHOOL COMMITTEE

AND

SWANSEA TEACHER AIDES ASSOCIATION

AUGUST 15, 2016 - AUGUST 15, 2019

Contents

PREAMBLE.....	1
ARTICLE I RECOGNITION	1
1.1 Bargaining Unit.....	1
1.2.1 Association Dues	1
1.3 Bulletin Boards.....	1
1.4.1 ASSOCIATION Representatives	1
1.5 Access to Premises.....	2
1.6 Bargaining Unit Work.....	2
ARTICLE II EMPLOYER RIGHTS.....	2
ARTICLE III NON-DISCRIMINATION	2
ARTICLE IV NATURE OF EMPLOYEE POSITIONS AND TRIAL PERIOD	3
4.1.1 Nature of Positions	3
4.2 Notification	3
4.3.1 Transfers	3
4.4 Trial Period	3
ARTICLE V JOB DESCRIPTION	3
ARTICLE VI HOURS OF WORK AND OVERTIME	4
6.1.1 Aides.....	4
6.2 Early Dismissal.....	4
6.3 Holidays.....	4
6.4 Inclement Weather	4

6.6 Aides Serving as Primary Substitute	4
ARTICLE VII SALARIES	5
7.1 Salary Schedule	5
7.2 Bachelors Degree Stipend	6
7.3 ABA Aides.....	6
ARTICLE VIII EVALUATIONS	6
8.1 Procedures	6
8.2 Personnel Files	6
8.3 Complaints	6
ARTICLE IX PROMOTIONS AND TRANSFERS.....	7
9.1.1 Vacancies	7
9.2 Involuntary Transfers	7
ARTICLE X HEALTH AND WELFARE	7
ARTICLE XI SICK LEAVE	7
11.1.1 Accrual.....	7-8
ARTICLE XII LEAVE OF ABSENCE	8-9
12.1.1 Parental and FMLA Leave	8
12.2 Bereavement Leave	9
12.3 Jury Leave.....	9
12.4 Extended Leave	9
12.5 Personal Days.....	9-10
12.6 Graduation Day	10
ARTICLE XIII ATTENDANCE INCENTIVE.....	10
ARTICLE XIV SENIORITY	10-11

ARTICLE XV DISCIPLINE AND DISCHARGE.....	11
ARTICLE XV GRIEVANCE AND ARBITRATION.....	11
16.1 Definition	11
16.4.1 STEP ONE.....	11
16.4.2 STEP TWO.....	11
16.4.3 STEP THREE	11-12
16.4.4 STEP FOUR.....	12
Grievance Procedures:.....	12
ARTICLE XVII AGREEMENT STATUS.....	12
ARTICLE XVIII INVALIDITY	13
ARTICLE XIX LONGEVITY.....	13
ARTICLE XX VACATION	13
ARTICLE XXI AGENCY FEE	14
ARTICLE XXII TUITION REIMBURSEMENT.....	14
ARTICLE XXIII DURATION AND TERMINATION	15
APPENDIX "A" AUTHORIZATION FOR PAYROLL DEDUCTION.....	16

PREAMBLE

AGREEMENT effective the 15th of August, by and between the School Committee of the Town of Swansea (hereinafter referred to as the Employer and / or the Committee) and Swansea Teacher Aides Association / NEA / MTA (hereinafter referred to as the ASSOCIATION) for the purpose of promoting harmonious relations between the EMPLOYER, the employees and the ASSOCIATION.

ARTICLE I RECOGNITION

1.1 Bargaining Unit. The EMPLOYER recognizes the ASSOCIATION as the sole and exclusive representative for the purpose of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time and part-time teacher aides employed by the Swansea School Committee, including Educational Aides and Sign Interpreters. Excluded are all other employees.

1.2.1 Association Dues. The EMPLOYER agrees upon voluntary written authorization by an employee on the Authorization for Payroll Deduction (Appendix 1) to deduct from such employee's pay on one pay day each month monthly ASSOCIATION and further agrees to direct the Town Treasurer to remit the aggregate amount to the Treasurer of the ASSOCIATION together with a list of the names of the employees whose dues have been so deducted and the amount of each deduction.

1.2.2 The ASSOCIATION agrees to notify the Superintendent in writing of the amount of ASSOCIATION dues to be deducted and the name of the current Treasurer of the ASSOCIATION.

1.2.3 The ASSOCIATION agrees to save the EMPLOYER harmless against any and all claims, damages, or other forms of liability arising out of the deduction of any ASSOCIATION dues from an employee's pay and the remittance of such dues to the ASSOCIATION.

1.3 Bulletin Boards. The EMPLOYER will provide adequate space on existing bulletin boards for the posting of official ASSOCIATION notices. All such notices shall be initialed by the ASSOCIATION Steward and by a representative of the EMPLOYER.

1.4.1 Association Representatives. A written list of ASSOCIATION stewards and other representative shall be furnished to the EMPLOYER immediately after their designation and the ASSOCIATION shall notify the EMPLOYER in writing of any changes. The EMPLOYER shall not be required to recognize any individual as an ASSOCIATION Steward or representative unless it has been informed of such fact in writing.

1.4.2 Any employee designated as an ASSOCIATION Steward or representative shall not conduct ASSOCIATION business during working hours without the consent of the Superintendent, his agent, or designee.

1.5 Access to Premises. The EMPLOYER agrees, at the sole discretion of the Superintendent, his agent, or designee, to permit representative of the ASSOCIATION to enter the premises of the EMPLOYER provided said representative announces her / his presence to the Superintendent of Schools and the principal of the school to which she / he seeks access.

1.6 Bargaining Unit Work. Bargaining unit work may be performed by non-bargaining unit employees on a temporary basis not to exceed one-hundred and twenty (120) calendar days.

ARTICLE II EMPLOYER RIGHTS

2.1 The EMPLOYER is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the EMPLOYER under said statutes or the rules and regulations of agencies of the Commonwealth. The EMPLOYER retains those right, powers and duties it now has, may be granted or have conferred upon it by law unless modified or changed by the Agreement. Any action taken pursuant to those matters reserved to it by this Article shall not be made the subject of the provisions of this Agreement pertaining to arbitration.

2.2 Among the rights and responsibilities which continue to be vested in the EMPLOYER, but not intended to be an inclusive list of them shall be the right:

1. To increase or decrease or change the nature of the operation.
2. To regulate the quality and / or quantity of labor for assigned tasks.
3. Subject only to the provisions contained in this Agreement, to hire, promote, demote, suspend, discharge, or transfer employees as the efficient operation of the School Department may require.
4. To terminate any or all operations of the School Department, temporarily or permanently;
5. To secure equipment, tools, books and materials from any source available.

2.3 Matters covered by the Agreement are all of the matters over which the parties have bargained. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee, the decision of the committee shall be final and binding in good faith.

ARTICLE III NON-DISCRIMINATION

3.1 The EMPLOYER and the ASSOCIATION agree that they shall not discriminate on the basis of sex, race, color, age, national origin, religion, disability, marital status, sexual orientation, gender identity or expression, pregnancy or veteran's status.

ARTICLE IV
NATURE OF EMPLOYEE POSITIONS AND TRIAL PERIOD

4.1.1 Nature of Positions. The ASSOCIATION recognizes that many of the positions covered by this term of the Agreement are presently funded via the Federal and State Governments and that the continuation of such positions and the programs of which they are a part is discretionary with the Committee and that the Committee shall have the right in its sole discretion to determine the need for such positions, to create new positions, and to amend the qualifications for such positions. Such discretion shall not be exercised arbitrarily or capriciously.

4.1.2 It is further understood and agreed that the position covered by this Agreement are not professional positions and are not teaching positions as defined in the General Laws, and as such no employee shall accrue any right to tenure by reason of service in any position covered by the terms of this Agreement.

4.2 Notification. Under normal circumstances, the Committee will provide written notification to employees prior to July 15th in instances where an employee is not to be rehired for the following school year. In such instances, the EMPLOYER shall provide written reason for not rehiring the employee and the employee shall have the right to meet with the Superintendent to discuss such reason.

4.3.1 Transfers. Should the Committee exercise its discretion to change or delete positions currently held by employees, such affected employees shall have the right to request transfer to the new or altered positions providing they are qualified to fill such positions.

4.3.2 In acting upon such requests for transfers, the Superintendent shall give consideration to the fact of an employee's prior experience in the Swansea School System, but the final decision shall rest with the Superintendent.

4.4 Trial Period. All employees shall be hired on an annual basis. New employees shall be hired on a trial basis for a period of sixty (60) calendar days and shall work under the provisions of this Agreement within which time they may be dismissed without protest by the ASSOCIATION. Employees who are rehired shall not be required to serve a probationary period.

ARTICLE V
JOB DESCRIPTION

5.1 Each employee shall be provided with an appropriate job description. Except in the emergency absence of the teacher, no aide will be required to take sole responsibility for students. Employees will be kept informed of any changes in job descriptions,

5.2 Employer will use its best efforts to afford Employees the opportunity to maintain their current certification, if any, as defined by the Education Reform Act of 1993.

ARTICLE VI HOURS OF WORK AND OVERTIME

6.1.1 Aides. All aides shall have a normal work year consisting of 180 school days, in-service days outlined in teachers' contract and the day before school begins. Aides will attend seven (7) faculty meetings during the school year.

6.1.2 The normal work day will be seven hours. Aides will be paid an hourly rate of pay as specified in Article VII of this Agreement.

6.1.3 Aides may be required to attend after-school functions during the school year including meetings, parent workshops, conferences or student activities. Aides will be paid when required to attend such functions except for faculty meetings. Any work performed by aides in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half.

6.2 Early Dismissal. On any day in which teachers are dismissed early, aides shall be paid for a full day.

6.3 Holidays. Aides shall receive a full day's pay for each of the following holidays during the term of this Agreement: Labor Day (when it falls in the work week), Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, and Memorial Day

6.4 Inclement Weather. In the event the schools are closed for inclement weather conditions or that employees, after having reported to work; are sent home for the above conditions, they shall be paid for that day's work at the regular hourly rate.

6.5 Aides Serving as Primary Substitute. Any member of this Unit who is the primary substitute in a classroom for a half school day shall receive twenty (\$21.22) and for a full school day shall receive forty (\$42.43) dollars over and above their regular pay for each such day.

**ARTICLE VII
SALARIES**

7.1 Salary Schedule. As of the first work day of the school year 2016 - 2019 bargaining unit salaries shall be as follows for the duration of this Agreement.

Aide's Hourly Rate

Step	2016 – 2017	2017 – 2018	2018 - 2019
1	\$16.22	\$16.54	\$16.87
2	\$17.06	\$17.40	\$17.75
3	\$17.55	\$17.90	\$18.26
4	\$18.47	\$18.84	\$19.22

ABA Aide Hourly Rate

Step	2016 – 2017	2017 – 2018	2018 - 2019
1	\$22.48	\$22.93	\$23.39
2	\$23.59	\$24.06	\$24.54
3	\$24.28	\$24.77	\$25.27
4	\$25.39	\$25.90	\$26.42

7.1.2 Substitute paraprofessionals will be compensated at prevailing minimum wage per hour. Paraprofessionals acting in the capacity as a long-term substitute (LTS) will, after working twenty (20) days in the same assignment, receive hourly compensation commensurate with Step 1 of this agreement as outlined in Article 7.1.

ADDITIONAL PROVISIONS: The Committee reserves its rights under 13.1 of the agreement to adjust the hours of those members of the bargaining unit.

7.2 Bachelor’s Degree Stipend. Members of this unit, who have a bachelor’s degree, will receive the following stipend.

School Year	Stipend
2016 – 2017	\$1,159.00
2017 – 2018	\$1,182.00
2018 – 2019	\$1,205.00

7.3 ABA Aides. Members of this unit who are hired as an ABA Aide based upon the completion of the forty (40) hour RBT training course as outlined by Behavior Analysis Certification Board, will be placed on the salary scale as indicated in Section 7.1. Until such time it is deemed necessary, there will be no more than four (4) certified ABA positions district wide.

ARTICLE VIII EVALUATIONS

8.1 Procedures. All monitoring or observation of the work performance of employees will be conducted openly and with the full knowledge of the employee. Employees shall be provided with copies of evaluation forms prior to evaluation. Evaluations by supervisors shall, where the Committee deems it applicable, include recommendations for improvement. Employee will be entitled to a copy of any evaluation report prepared by their superiors and both parties will have the right to discuss such reports with each other. Employees shall have the right to submit written comment to any unsatisfactory written evaluation provided that such comment is signed by the employee and reviewed by the Superintendent.

8.2 Personnel Files. Employees will have the right, upon request, to review the contents of their personnel file in the presence of the Superintendent, his agent or designee. No material derogatory to an employee’s conduct, service, character or personality shall be placed in the employee’s personnel file unless the employee has had the opportunity to review such material by affixing her / his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to attach his / her own comments and / or grieve the contents of such material, except for evaluations, provided that such comments are signed by the employee and reviewed and signed by the Superintendent.

8.3 Complaints. Any complaints of an official, nature, either, oral or written, regarding any employee made to the EMPLOYER will be promptly called to the attention of the employee.

**ARTICLE IX
PROMOTIONS AND TRANSFERS**

9.1.1 Vacancies. When a bargaining unit vacancy occurs, such vacancy shall be posted conspicuously for at least five (5) working days before outside advertising occurs. All current employees who indicate an interest shall be considered for the vacancy before outside candidates are solicited.

9.1.2 The following areas shall be considered: area of competency, educational preparation, and length of service in the Swansea School system, experience, and needs of the Swansea School System. The final decision shall rest in the sole discretion of the Superintendent of Schools. Such discretion shall not be exercised arbitrarily or capriciously.

9.2 Involuntary Transfers. Any employee changes position through an involuntary transfer, with the exception of an ABA Aide, transferring to a non-ABA Aide position such employee shall not receive a lower salary than she / he is currently earning.

**ARTICLE X
HEALTH AND WELFARE**

10.1 The EMPLOYER agrees to continue for eligible employees covered by this Agreement permanent coverage in the Basic Bristol County (Massachusetts), Group Blue Cross / Blue Shield, Physicians Service Plan or other health plans as accepted and offered by the Town of Swansea applicable to all municipal employees.

**ARTICLE XI
SICK LEAVE**

11.1.1 Accrual. Annual sick leave shall be allowed all aides at the rate of ten (10) school days per year accumulative to a maximum of one-hundred five (105) days that we hired before June 30, 2013. For employees hired on or after June 30, 2013 and on or before June 30, 2016 annual sick leave shall be allowed aides at a rate of ten (10) school days per year, accumulated to a maximum of one-hundred five (105) days. For employees hired on or after July 1, 2016, sick leave shall accrue at a rate of one (1) day per month for the months of September to June to a maximum of ten (10) school days per year to a maximum of 105; provided that in the first year of employment an employee shall be provided with five (5) days of sick leave upon hire and accrue half (.5) day of sick leave per month thereafter to the maximum of ten (10) school days per year. Monthly accruals will post by the last day of each month.

11.1.2 Sick leave shall not accrue or accumulate during periods of leave of absence)extended leave, sick leave, extended sick leave, sabbatical leave, parental leave, etc). Sick leave will not be credited retroactively.

11.1.3 Sick leave with pay shall only be granted and taken when an aide is prevented from working because of actual personal illness or injury.

Any aide who in any way abuses the intent of sick leave will reimburse or have withheld from his / her salary the total sick leave dollars involved and will be subject to disciplinary action, up to and including termination.

In the event of absence of any aide for illness, the Committee may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician such examination to be at the Committee's expense.

11.1.4 Any sick leave use, which total more than five (5) days in any school year or a pattern of sick leave use is identified, the aide, upon return to school will meet with the respective building principal or other administrative supervisor to review the aide's attendance record. The aide will provide medical substantiation of the reason for the most recent absence and any prior absences if appropriate to explain the most recent absence. The building principal or appropriate administrative supervisor will file a written report including a recommendation to the Superintendent of Schools. A copy of the report will be placed in the teacher's personnel file. Any subsequent absences for illness after this conference may require documentation by written medical substantiation. The Superintendent of Schools may also require verification by a doctor of the Committee's selection and expense.

11.1.5 After sick leave use, which total more than ten (10) days in any school year or a pattern of sick leave use is identified, the aide upon return to school will meet with the Superintendent to review the aide's attendance record. The Superintendent will file a written report of this meeting of the Committee and a copy of the report will be placed in the aide's personnel file. Disciplinary action may also be taken for sick leave abuse.

11.1.6 Absences related to approved leave for a serious health condition under the Family and Medical Leave Act (FMLA) will not count toward the occurrences and total days of absences referenced in 11.1.5 – 11.1.6.

ARTICLE XII LEAVE OF ABSENCE

12.1.1 Parental and FMLA Leave An employee who has been employed by the District for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period of up to eight (8) weeks for the purpose of giving birth or adopting a child under the age of 18 (or 23 if the child is disabled), said period to be hereinafter called parental leave, and who shall give at least two weeks' notice to the District of his / her anticipated date of departure and intention to return, said employee, shall be restored to his / her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of his / her leave.

12.1.2 The District shall not be required to restore an employee on parental leave to his / her previous or a similar position if other employees of equal length of service and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such parental leave; provided, however, that such employee on parental leave shall retain any preferential consideration for another position to which he / she may be entitled as of the date of his / her leave.

12.1.3 Such parental leave shall not affect the employee's right to receive vacation time, sick time, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which he / she was eligible at the date of his / her leave, and any other advantages or rights of his / her employment incident to his / her employment position; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits, rights and advantages; and provided further, that the **District will** not provide for the cost of any benefits, plans or programs during the period of parental leave unless **otherwise required by law. Nothing in this Section 12 shall be interpreted as provided benefits beyond the scope of G.L. c149 sec 105D.**

12.1.4 **The District shall provide leave in accordance with the Family and Medical Leave Act (FMLA) and its FMLA Policy, as may be amended from time-to-time, a present copy of which is attached hereto as Appendix C. Similarly, the District shall provide leave in accordance with the Massachusetts Parental Leave Act, as may be amended from time-to-time, a present copy of which is attached hereto as Appendix D.**

12.2 Bereavement Leave. Up to four (4) days absence with pay will be allowed for each death in the immediate family in any school year. This allowance cannot be accumulated from year to year, and such absence is not to be charged to sick leave. Immediate family means: spouse, children, and any other members of the same house, parents, grandparents, grandchildren, brothers, sisters, parents-in-law and children-in-law.

12.2.1 One (1) day's absence, or such part of a day as is needed, will be allowed, without loss of pay, for each death of close relatives in any school year, not cumulative from year to year and not charged to sick leave. (Close relative means: uncles, aunts, cousins, nieces, nephews, brother-in-law, sister-in-law, grandparent-in-law and significant other). Allowance for an significant other is at the discretion of the Superintendent.

12.3 Jury Leave. An employee shall be given time off at full pay without loss of accrued leave when performing jury duty. The employee shall disclose any remuneration she / he may receive for such service and shall have his / her pay reduced by that amount.

12.4 Extended Leave. Any employee who has been employed by the Swansea School System for three (3) or more years continuously may be granted leaves of absence without pay for periods of up to twelve (12) months of reasons including illness, family illness, or emergency education. Requests and approval shall be in writing. In emergency situations, requests and approvals may be made orally, with confirmation in writing; leave of absence may be extended beyond twelve (12) months by mutual agreement. If an employee wished to return early from a leave of absence, she / he shall provide reasonable advance notice to the Superintendent and such early return shall be granted. Requests for leaves, extension of leaves and early return shall not be arbitrarily denied.

12.5 Personal Days. One (1) day per year with no loss of pay will be allowed for personal business in cases of emergency. After three (3) years of service with the Swansea School System, two (2) days per year will be allowed. Only personal business that is unexpected, unforeseen, and that cannot be scheduled out of school time will be considered an emergency. Personal days shall not be taken on the last school day before or the first school day after holiday or school vacation. Except in extreme emergency, requests for personal days should be made to the employee's immediate supervisor and in

writing to the Superintendent at least forty-eight (48) hours prior. The employee must state the general nature of the emergency by identifying the need in one of the following areas: a). medical, b). legal, c). business. The School Committee reserves the right to require employees to furnish documentary evidence to substantiate requests for personal day leave. Such right shall not be exercised arbitrarily or capriciously.

12.5.1 Employees eligible to receive personal days may accumulate them to a maximum of four (4). No more than two (2) personal days may be used during any school year. In the event that an employee exhausts his / her sick leave, personal days which have been accrued may be used to augment the employee's sick leave account.

12.5.2 Personal days, whether first or second, will not be granted on the last school day preceding and the first school day following the Thanksgiving, Christmas, winter and spring recess; on any Friday preceding a week in which there is a Monday holiday; and / or any Tuesday following a Monday holiday, except as hereinafter provided. The Superintendent may waive this requirement at his discretion in cases of extreme emergency.

12.5.3 The Superintendent may in his sole discretion grant a personal day on the day immediately preceding or following a school vacation period to those employees who have not used any personal days during the school year. The granting and use of such a personal day shall be termed a premium personal day and shall count as the use of two regular personal days.

12.6 Graduation Day. One (1) day per academic year with pay will be allowed to attend the high school or his / her college graduation or a member of the immediate family. Military graduation of the immediate family will also be granted. Such days will be charged to annual sick leave.

ARTICLE XIII ATTENDANCE INCENTIVE

13.1 All aides who have a perfect attendance record (i.e., no absences for any reason with the exception of an absence because of a death in the "immediate family" as defined in ARTICLE XII 12.2) will be paid an attendance incentive payment of one hundred-fifty (\$150.00) no later than July 31st following the end of the Fiscal Year in which they had perfect attendance.

Aides who are absent for any reason during the year will receive a deduction of fifty (\$50.00) from their attendance incentive for each absence. No aide with three (3) or more absences will be entitled to any attendance incentive payment.

ARTICLE XIV ARTICLE SENIORITY

14.1 In the event that the EMPLOYER deems it necessary to reduce the size of the work force, it is agreed that the EMPLOYER shall consider the following in effecting such reduction: 1). the length of service of various employees; 2). the needs of the Swansea school system; 3) the ability of various employees. The final decision in any such reduction shall rest in the discretion of the EMPLOYER.

14.2 Should a reduction in the size of the teaching force occur, such reduction shall in no way affect the

benefits or rights or placement of members of this unit as guaranteed by this Agreement.

ARTICLE XV DISCIPLINE AND DISCHARGE

15.1 The EMPLOYER shall have the right to discipline and to discharge employees. No employee shall be disciplined or discharged without just cause. It is agreed that this provision will not affect the Employer's right to discharge employees during trial periods.

ARTICLE XVI GRIEVANCE AND ARBITRATION

16.1 The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the professional employees covered by this Agreement. The Committee and the Association desire that such procedures shall always be as informal and confidential as possible.

16.2 Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his / her grievance informally under the grievance procedures and from having his / her grievance adjusted, without the intervention of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present at such adjustment and to state its views. All grievance discussions shall take place after school hours.

16.3 A grievance is a statement of dissatisfaction and request for adjustment of a decision or some aspect of employment status or working conditions, which is beyond the control of the aggrieved employee, but within the control of the School Department. This will involve disputes over interpretation or application of this Agreement.

16.4 Any grievance which may arise between the parties hereto, the disposition of which is not provided for in any law, rule or regulation, shall be settled according to the following procedure.

16.4.1 STEP ONE The aggrieved employee, with or without the Union Steward or Representative, shall take up the grievance in writing with the aggrieved employee's supervisor within five (5) working days of the date of the grievance or first knowledge thereof by the grievance. Any grievance not brought within this time period shall be arbitrarily denied and dismissed. The Supervisor shall attempt to adjust the grievance and shall respond to the grievance in writing within three (3) working days.

16.4.2 STEP TWO If the grievance has not been settled, it shall be presented in writing to the Superintendent within five (5) working days of the Supervisor's answer in Step One. The Superintendent, his agent or designee, shall respond in writing within ten (10) working days of this receipt of the grievance.

16.4.3 STEP THREE If the grievance still remains unresolved; it shall be presented to the School Committee within five (5) working days of the Superintendent's answer in Step Two. The School Committee shall take up the grievance at one of its next two scheduled meetings after the receipts of

the grievance and shall thereafter respond in writing within five (5) working days after such meeting.

16.4.4 STEP FOUR If the grievance still remains unresolved; the grievance may be submitted to the American Arbitration Association within thirty (30) working days of the receipt of the School Committee's answer in Step Three.

- A. The costs of the arbitration shall be borne equally by the parties except that no party shall be obligated to retain or pay part of the cost of a stenographer or a stenographic transcript of the proceedings without an express consent in writing.
- B. The arbitrator's authority shall be limited to an interpretation of the term so this agreement.
- C. The arbitrator shall be without power or authority to make any decision which requires the commission of any act by law or which is volatile of the terms of this Agreement. The arbitrator shall have no power to alter, modify, or change in any way the provisions of this Agreement.
- D. The decision of the arbitrator shall be final and binding upon the Committee, the Association and the grievant.

Grievance Procedures:

16.3 Any grievance over which the immediate supervisor does not have jurisdiction shall be submitted at Step Two. The immediate supervisor shall inform the grievant and / or the Steward when she / he does not have jurisdiction to adjust the grievance.

16.4 A copy of all correspondence from the EMPLOYER regarding a grievance shall be sent to the Steward and the Union Representative.

16.5 If at the end of five (5) working days following the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Step One of the grievance procedure, or Step Two were appropriate under Section Three above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it at the next level in the procedure shall not have taken within the time specified in the procedure.

16.6 The time limits herein above specified for the bringing and processing of grievances may be extended by the mutual agreement of the parties in writing.

ARTICLE XVII AGREEMENT STATUS

17.1 This Agreement supersedes all prior agreements pertaining to the salaries, standards of productivity and performance and other terms and conditions of employment of the employees covered by this Agreement for the duration of the Agreement.

**ARTICLE XVIII
INVALIDITY**

18.1 If any provisions of this Agreement shall be found contrary to law, then such provisions shall be deemed invalid, but all other provisions shall remain in full force and effect.

**ARTICLE XIX
LONGEVITY**

19.1 Employees shall be entitled to a longevity allowance entering their fifth year of service.

19.2 Years of service shall be determined as of September 1 of each year.

19.3 Longevity allowance shall be paid in biweekly payments.

Years of Service	2016 - 2017	2017 - 2018	2018 – 2019
5 - 9	\$ 275.00	\$ 281.00	\$ 287.00
10 - 14	\$ 662.00	\$ 675.00	\$ 689.00
15 - 19	\$ 993.00	\$1,013.00	\$1,033.00
20 - 24	\$1,324.00	\$1,350.00	\$1,377.00
25 +	\$1,987.00	\$2,027.00	\$2,068.00

**ARTICLE XX
VACATION**

20.1 Employees who have completed one full year of service shall be entitled to one week paid vacation. Paid vacation will be included in the annual salary. Vacation days will not allowed to be taken by the employee.

**ARTICLE XXI
AGENCY FEE**

21.1 In accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, all employees in the bargaining unit shall, as a condition of employment, pay to the ASSOCIATION, the exclusive bargaining agent and representative, an agency fee proportionately commensurate with the cost of collective bargaining and contract administration. The ASSOCIATION agrees to save the EMPLOYER harmless against any and all claims, damages or other forms of liability arising out of the deduction of any agency fee from any employee's pay and remittance of such wages to the ASSOCIATION.

**ARTICLE XXII
TUITION REIMBURSEMENT**

22.1 For all employees commencing employment after August 15, 2005.

22.2 For employees who have been actively employed by the Committee for three (3) years or more, the Committee will pay tuition as herein provided, after approval of the Superintendent, of courses satisfactorily completed by the employee working full-time in the Public Schools of Swansea, enrolled in a degree program in the employee's field of concentration or other programs approved in advance by the Superintendent. "Satisfactorily completed" shall be defined as a grade of "B" or above.

22.3 Reimbursement shall be limited to one course per semester and / or two (2) courses per year for any teacher aide, and no more than (4) teacher aides will be approved for tuition reimbursement at any time. Seniority will prevail.

22.4 The Committee share of the cost of tuition shall not exceed \$500.00 dollars for any single course approved for reimbursement.

ARTICLE XXIII
DURATION AND TERMINATION

23.1 This Agreement shall become effective as of August 15, 2016 and shall continue in full force until midnight August 15, 2019. The parties shall begin meeting no later than June 1, 2019 to renegotiate the terms of this Agreement. Either party may notify the other to request meetings to renegotiate this Agreement. The parties shall begin meeting for this purpose on or before June 1, 2019.

SWANSEA SCHOOL COMMITTEESWANSEA TEACHER AIDES ASSOCIATION

BY: _____

BY: _____
