

**PROPOSED CHANGES TO THE AGREEMENT BETWEEN
QUINCY SCHOOL COMMITTEE
AND THE
QUINCY EDUCATION ASSOCIATION, UNIT A**

March 3, 2023

This QEA comprehensive proposal to the QSC on terms for a successor Unit A collective bargaining agreement is a non-severable package proposal. If the package proposal is not accepted “as is” in its entirety, the QEA reserves its right to revert back to its prior bargaining positions and proposals on all items before this March 3, 2023 package proposal, with the exception of those upon which the parties had previously reached a tentative agreement. The Quincy Education Association proposes that the Unit A Collective Bargaining Agreement (CBA) between the Quincy Education Association (Association) and the Quincy School Committee (Committee), in effect from September 1, 2021 through August 31, 2022, remain unchanged except as detailed below and in all other last positions previously presented by the Association.

[In modified text, deletions are denoted by ~~strikethrough~~ and additions are denoted by ***bold italics***.]

All changes are effective September 1, 2022 unless otherwise noted.

Throughout: Extend the contract three (3) years (2022-2025) by adjusting dates throughout agreement.

Throughout: Remove outdated references to language that has sunset, update references and numbering throughout.

Article IV: Grievance and Arbitration Procedure

Change Section C.3 to read:

If the aggrieved member is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within twenty (20) school days after he/she has first met with the Superintendent, then the grievance may be filed in writing with the School Committee. The grievance at Level 3 must be filed within ~~fifteen (15)~~ **twenty (20)** school days from the date of the Superintendent’s response at Level 2 or the date the Level 2 response was due, whichever is sooner, otherwise the grievance shall be waived.

Article VI A: General Conditions

Change Sections A and B to read:

- A. Under ordinary circumstances, members at the Senior high and Middle school level (except school nurses) shall have at least five (5) preparation periods scheduled in each week. *Effective upon ratification, school guidance at the high school level shall have at least one hundred thirty-five (135) minutes of preparation time each week scheduled in blocks of not less than forty-five (45) minutes not less than three times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance team will be assigned to the same preparation time block. Preparation time shall be posted on a board in a highly visible location for all staff and students to see when “preparation time” is being held.*

Effective upon ratification, school guidance at the middle school level shall have at least one hundred twenty (120) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than four times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance team will be assigned to the same preparation time block. Preparation time shall be posted on a board in a highly visible location for all staff and students to see when “preparation time” is being held.

Effective upon ratification, school nurses at the middle and high school level shall have at least one hundred fifty (150) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than five times per week during which period of time a school nurse will perform some of the administrative and clerical duties required. This one-half hour period shall be scheduled in consultation with the school principal and shall not interfere with the school nurse's provision of nursing care to students, including distribution of medications. School principals will be expected to use reasonable efforts to provide this period every day and will communicate with building personnel that where possible, this time is to be uninterrupted. Nothing in this Article shall be construed as limiting in any way the opportunity for students to seek and receive emergency nursing care when necessary.

- B. *Effective for the 2023-2024 school year related service providers shall have at least one hundred fifty (150) minutes of preparation time each week scheduled in blocks of not less than thirty minutes.*
- C. Members at the Elementary School level (except school nurses) shall be provided some time each week during school hours for preparation and planning. The use of preparation and planning time shall be determined by the individual teacher. Periods of instruction in Physical Education, Music, Media and Art shall be considered as planning periods for elementary members. In the event an elementary specialist in art, music, physical education or media is absent, every reasonable effort shall be made by the administration to hire a substitute teacher. Members at the Elementary level will be allowed the first,

third and fifth ~~Tuesday~~ *early release day* afternoons each month for preparation and planning and will not be required to attend other meetings on those afternoons. Members at the Elementary School level shall have guaranteed minimum preparation time of six hundred ninety (690) minutes on average in a normal 4 week period. ***Effective for the 2024-2025 school year, members at the Elementary School level shall have guaranteed minimum preparation time of eight hundred ten (810) minutes on average in a normal 4 week period.*** Such preparation time shall be inclusive of the first, third, and fifth ~~Tuesday~~ *early release day* afternoons each month for preparation and planning, the approximately thirty (30) minutes transition time for kindergarten teachers and the aforementioned periods of instruction in special program areas. ***Effective upon ratification, school guidance at the elementary school level shall have at least ninety (90) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than three times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance and school nurse team will be assigned to the same preparation time block. Preparation time shall be posted on a board in a highly visible location for all staff and students to see when “preparation time” is being held.***

Effective upon ratification, school nurses at the elementary school level shall have at least one hundred twenty (120) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than four times per week during which period of time a school nurse will perform some of the administrative and clerical duties required. This one-half hour period shall be scheduled in consultation with the school principal and shall not interfere with the school nurse's provision of nursing care to students, including distribution of medications. School principals will be expected to use reasonable efforts to provide this period every day and will communicate with building personnel that where possible, this time is to be uninterrupted. Nothing in this Article shall be construed as limiting in any way the opportunity for students to seek and receive emergency nursing care when necessary.

Effective 2023-2024 School Year, Elementary Educators who teach in the Academic Program areas of Art and Music and do not have a dedicated space in their building shall have five (5) minutes of travel time between assigned classes or duties.

Add new Section G to read:

Not later than the 2024-2025 school year, there will be not less than one (1) Adjustment Counselor assigned to each district middle and high school.

~~***Not later than the 2024-2025 school year, not less than three SPED department chairs shall be assigned to cover the district middle school buildings.***~~

Effective for the 2024-2025 school year, all Middle School Special Education Teachers who teach three or more academic classes will be provided with 240 minutes of additional preparation time each month during the contractual day. Such additional

time may be provided by releasing such educators from building level meetings on early release days or by some other mutually agreed upon arrangement established by the building administrator and individual educator(s).

Article VII: School Hours and Year

Amend Section I as follows:

The Committee and the Association further agree that subject to any further order of any State agency having jurisdiction, the school year of required attendance by members shall, except as otherwise specifically provided below be one hundred eighty-three (183) ~~one hundred eighty-two (182)~~ days, of which one (1) day, the day before the opening of classes, is provided for a general meeting of the professional staff and one (1) day, Election Day, is provided for a fully day of Professional Development / Curriculum Development, and one hundred eighty (180) days are provided for classes. The one hundred eighty-second (182) day shall be scheduled at the discretion of the Superintendent as either a professional development day midyear or the day immediately following the close of the one hundred eighty (180) day school year. Effective for the 2013-2014 School Year, school nurses may opt to use their 182nd day at the beginning of the school year when there are no students present in order to prepare for the start of the new school year. Effective for the 2013-2014 School Year, each high school will be granted a maximum of 8 paid hours to be paid to school nurses who are responsible for administering fit for activity exams for student athletics.

Amend Section P as follows:

PROFESSIONAL DEVELOPMENT / CURRICULUM DEVELOPMENT PROGRAM

In addition to Election Day full day of professional development, members may be required to attend up to ~~five (5)~~ two (2) Professional Development / Curriculum Development Sessions during the school year at the discretion of the Superintendent. The purpose of the Sessions shall be for professional development and/or curriculum development, shall not involve student instruction or supervision and shall be subject to the following:

1. The schedule of Sessions for the school year shall be developed by the Superintendent after consultation with the President of the Association. The schedule for the first half of the school year shall be provided to members no later than the Friday after Labor Day and the schedule for the second half of the school year shall be provided to members no later than December 15th of the school year. It is understood that changes in the schedule due to unforeseen circumstances may occur. In such cases, members who have personal or professional obligations made prior to the schedule change shall be accommodated.

2. Each Session shall be of no greater than two (2) hours in duration *for a total of 4 hours each school year* and shall commence immediately at the close of the school day. *Professional Development / Curriculum Development Sessions held on Election Day shall be scheduled during regular contractual hours.*

3. Members who participate on planning committees for the Program shall serve on a voluntary basis and, if not during the regular school hours, shall be compensated at the hourly rate. Planning Committee participants who meet during school hours shall not be compensated for said hours at the hourly rate; however, such hours shall be credited towards meeting the Professional Development requirements of this Section on an hour to hour basis. Planning Committee members will establish and monitor a workshop evaluation instrument and schedule a series of workshops to improve/train facilitators. The Association representatives shall consist of members of the following: one (1) early childhood, two (2) elementary, two (2) middle school and two (2) high school. The remaining members will be appointed by the Superintendent of Schools.

4. It is understood by the parties that additional research, reading and writing specifically related to the goals of the Program will be required of each member for the Program to be successful. The time to be spent on additional reading, research and writing will be scheduled by each individual member or group of members at his/her discretion and no greater than a total of ten (10) hours per school year will be required. It is further understood that the Quincy Public Schools may facilitate these activities by providing relevant reading and/or research materials.

5. Members who prepare and present a Professional Development Session shall be deemed to have completed two (2) Professional Development Sessions for purposes of this Section.

Article X: Sick Leave

Amend Section: Extended Sick Leave Plan as follows:

Effective August 31, 2025 the Extended Sick Leave Plan shall be discontinued and replaced with a Sick Leave Bank.

Sick Leave Bank

A. Purpose

Effective September 1, 2023 a Sick Leave Bank shall be established. The Sick Leave Bank will enable all members of the bargaining unit to voluntarily contribute a portion as defined below

of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by a bargaining unit member intending to return immediately after the prolonged illness.

B. General Provisions and Requirements for Eligibility

- 1. The Sick Leave Bank will be used only when the member is prevented from working because of illness or injury and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.***
- 2. A qualified medical statement certifying the disability, illness or accident together with any appropriate medical evidence the Sick Leave Bank Committee deems relevant and necessary to its decision shall be required. All parties agree that such information shall be treated as highly personal and confidential and shall not be divulged to any persons other than the Superintendent, Sick Leave Bank Committee, or designees.***
- 3. The Sick Leave Bank will cover prolonged illness, but only after the member has exhausted the balance of their accumulated sick days. This provision shall not prevent a member who reasonably projects they will exhaust their accumulated sick days during the course of an illness or injury from applying for consideration to the Sick Leave Bank Committee prior to the exhaustion of such leave.***
- 4. In order to receive Sick Leave Bank benefits, applicants must meet the qualifications specified in Section C. Membership.***
- 5. Any sick bank days granted but not used will be re-credited to the bank. No grants may be made for use in, or carried over to, future school years. All days not granted and/or re-credited to the bank at the end of a school year will be carried forward to subsequent school years.***
- 6. Sick Leave Bank Days will be carried over from year to year.***

C. Membership

As of September 1, 2023, all bargaining unit members shall have one (1) day deducted from their personal sick leave and credited to the Sick Bank. Bargaining unit members who wish to voluntarily contribute additional days of personal sick leave may do so by providing written notification to the Human Resources office not later than January 1, 2024. As of September 1, 2024, all bargaining unit members shall have an additional one (1) day deducted from their personal sick leave and credited to the Sick Bank.

Any bargaining unit member hired after September 1, 2023 shall have one (1) sick day deducted from his/her personal sick leave and credited to the Bank at the start of his/her second year.

Any bargaining unit member who does not wish to participate in the Bank must notify the Human Resources office in writing of their desire not to participate in the Bank. Once an individual opts out of the Bank, that individual may not opt back in at any point in the future and any days that have been donated to the Bank from his/her personal accumulated sick leave shall remain in the Bank.

If the Sick Leave Bank falls below one hundred (100) days, bargaining unit members must contribute one (1) additional sick day in order to continue membership in the Bank.

D. Administration

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The decisions of the committee shall be based on the requirements as specified above. Only those bargaining unit members who voluntarily contribute to this Bank shall be eligible for its benefits.

Article XIV: Extended Leave of Absence Without Pay

Update Section 4 to read:

~~Maternity~~ **Parental** leave without pay or increment will be granted to members having Professional Teacher Status. Such leave shall continue until the beginning of the second school year to commence after the leave was granted. Appropriate medical evidence of fitness ~~will~~ **may** be required prior to return from such leave. A member on ~~maternity~~ **parental** leave must notify the Superintendent in writing on or before March 1 of ~~her~~ **their** intention to return to school the following September.

Article XIX: Members' Assignments, Transfers, and Retirements

Strike Section 6 as follows:

~~A member whose seventieth (70th) birthday will occur during a school year shall notify the Superintendent in writing of such fact and date thereof by April 1 of the school year preceding such birthday. As to each member who shall give such notice, the~~

~~Superintendent shall determine, not later than May 15, whether such member shall be retained in service throughout that following school year in question or until the end of the calendar month in which such birthday occurs. Not later than May 15 the Superintendent shall notify in writing each such member and the Teachers Retirement Board of the determination made respecting him/her. A member whose 70th birthday will occur during a next succeeding school year, but who fails to notify the Superintendent as provided above shall not be entitled to any particular notice from the Superintendent of its decision as to his/her employment after such birthday.~~

Article XXIII: Salary Schedules and Stipends

Amend Section C as follows:

Each school nurse shall receive a uniform allowance of *two hundred and fifty (\$250)* ~~one hundred (\$100.)~~ dollars each year which may be used for either ~~white~~ uniform *scrubs* or ~~white~~ lab coats.

Article XXX: Longevity

Effective August 31, 2025 eliminate Longevity Plan B.

Effective September 1, 2022 restructure Longevity Plan A as follows:

1. After 15 years of service ~~\$650~~ *\$400*
2. After 20 years of service ~~\$1000~~ *\$500*
3. After 25 years of service ~~\$1200~~ *\$600*
4. ~~After 30 years of service \$750~~

Effective September 1, 2023 restructure Longevity Plan A as follows:

1. After 12 years of service *\$500*
2. After 15 years of service ~~\$800~~ *\$400*
3. After 20 years of service ~~\$1200~~ *\$500*
4. After 25 years of service ~~\$1500~~ *\$600*
4. ~~After 30 years of service \$750~~

Article XXXII: Professional Discretionary Fund

Amend Section A as follows:

A. A Professional Discretionary Fund (PDF) shall be established on September 1 of each school year by the Committee for each member of the bargaining unit in active service or on approved paid leave of absence in the following amounts:

School Year 2022-2023	\$400 \$400 \$450
School Year 2023-2024	\$400 \$400 \$450
School Year 2024-2025	\$400 \$400 \$450

D. Funds in the PDF *for all expenses other than course reimbursement* must be utilized on or before ~~May 15~~ *the Friday before the ~~February~~ April vacation* of each year. Requests for reimbursement shall be submitted to the Business Office by September 30 for payment in October, prior to the December vacation for payment in January and ~~prior to May 15 for payment in June~~ *the Friday before the ~~February~~ April vacation for payment in May ~~March~~* on a request form with verification mutually agreeable to the parties. *For course reimbursement only, requests for reimbursement shall be submitted to the Business Office prior to May 15 for payment in June. Courses taken for reimbursement shall be submitted to the Business Office prior to May 15 for payment in June. Courses taken for course reimbursement must begin, end, and be paid for within the same fiscal year (between July 1 - May 14), and reimbursement form must be accompanied by transcript and copy of course approval card.*

New Article #: Parental Leave

Create new article "Parental Leave" as follows:

Upon receipt of at least two (2) week's written notice of anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act and/or up to eight (8) weeks in accordance with the provisions of the Massachusetts Parental Leave Act (MPLA) (General Laws Chapter 149, Section 105D). An eligible teacher who is seeking a parental leave shall notify the Superintendent, in writing, as soon as possible and shall request a leave of absence specifying the dates requested for the beginning and end of the leave. The notification shall be provided as far in advance as possible, but at least two (2) weeks before the leave is anticipated to begin. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangements for continuity with respect to the teacher's assignments.

A parental leave of absence shall be up to sixty (60) school days, commencing at the time of the child's birth/adoption *or at the start of the next school year for a summer birth/adoption. Holidays are counted as part of this leave, but school vacations and summer months are not counted in computing the 60 days of leave. Any leave taken under this section will run concurrently with leave taken under Family and Medical Leave Act (FMLA) or the Massachusetts Parental Leave Act.* A teacher shall receive

their full contractual pay and shall not have the time/days, up to a maximum of ten (10) days, deducted from existing contractual leave benefits. The remaining up to fifty (50) days of such leave will be unpaid. A teacher may use their accrued sick leave in lieu of unpaid time for the remainder of such leave. ***Under no circumstances will paid leave using sick accruals be permitted during the summer vacation period.***

During the unpaid portion of parental leave, the School Committee will maintain the employee's existing health insurance, dental insurance, and other benefits. The employee will continue to be responsible for the employee's percentage of the health insurance and other insurance premiums.

If a teacher wishes to extend parental leave beyond twelve weeks, the teacher must notify the Superintendent two weeks prior to the previously stated intention to return. ***Such extended leave will be according to Article XIV Section 4.***

Exhibit B: Salary

All Unit members shall receive a base pay increase according to the following schedule:

August, 31, 2022: 3%

August 31, 2023: Eliminate Level 4.0 and move all employees currently at Level 4.0 to Level 4.5 at their same step after annual step progression. Add \$650 to each step of Level 6.5 for a market adjustment and increase all steps and levels 3%.

August 31, 2024: 3%

Exhibit D: Schedule of Differentials and Stipends

Adjust all stipends by the same percentage as base pay increase annually.

Adjust "hourly rate" in Category III to \$50 ~~\$63~~ per hour.

Add new language below ~~Category I~~ as follows:

****High School EL Department Chairs will be compensated at the same rate as subcategory "supervising 8 teachers or more."***

Article VI A: General Conditions

Add new language as follows:

G. Members at the Middle School and High School levels, grades 6-12 who teach core academic subjects or any course receiving a grade excluding grades of S, E, or U shall use QPS designated student information system (currently Aspen) for daily attendance, grades, and progress report and report card entry. Members at the Middle School and High School levels shall use the public gradebook so that parents can effectively monitor their student(s) educational progress. Members at the Middle and High School levels shall update this public gradebook once every two weeks so long as the following are true:

- 1) The district will make reasonable effort to provide a software link from Google Classroom to the designated student information system. In the event the district is not able to provide such software, the parties shall meet to negotiate a solution. Educators shall be held harmless for delays in updating of grades until a mutually agreed upon solution is implemented.***
 - 2) The district will provide training to educators on the designated student information system within the contractual day not less than once per school year and within 30 days of hire.***
- Nothing in the provisions of this Section shall be interpreted as requiring any change in curriculum, instructional design, or standards for evaluation as currently practiced by Members.***

Article XX: Promotions

Modify as follows:

All vacancies in promotional positions, if filled, shall be filled pursuant to the following procedure:

a. Such vacancies shall be publicized to members by sending a notice thereof to the Association and to each building principal and by posting a written notice on a bulletin board in every school. ***Reasonable effort will be made to send notice in a district-wide email to all Association members***, as far in advance of the date of filling such vacancy as possible (ordinarily at least ~~thirty (30) days~~ ***fifteen (15) days***), or if such vacancy occurs after the close of the schools in June and before they open in September, by mailing a copy of such notice to the Association and to every member who shall have filed his/her name and summer address with the Superintendent for the purpose of receiving such notice and to those members who in the discretion of the Superintendent should be notified.

The Association reserves the right to modify and/or add to these proposals.