

AGREEMENT BETWEEN

THE BOARD OF DIRECTORS OF CREST COLLABORATIVE AND
AFSCME, COUNCIL 93, AFL-CIO

September 1, 2021 - August 31, 2024

TABLE OF CONTENTS

Page3	Article (I)	Recognition of Bargaining Agent
Page3	Article (II)	Scope of Agreement
Page 4	Article (III)	Grievance & Arbitration Procedure
Page 7	Article (IV)	Management Rights
Page 8	Article (V)	Official Personnel Files
Page 8	Article (VI)	Non• Discrimination
Page 8	Article (VII)	Union Business
Page 9	Article (VIII)	Safety Procedures
Page 9	Article (IX)	No Strike/No Lockout
Page 10	Article (X)	Background Checks
Page 10	Article (XI)	Probationary Employees
Page 10	Article (XII)	Disciplinary Action
Page 11	Article (XIII)	Evaluation Forms
Page 11	Article (XIV)	Conditions of Work
Page 12	Article (XV)	Benefits
Page 12	Article (XVI)	Out of Classification Work
Page 12	Article (XVII)	Leaves of Absence
Page 15	Article {XVIII)	Sick Leave
Page 16	Article (XIX)	Personal Leave
Page 17	Article (XX)	Retirement
Page 17	Article (XXI)	Professional Development & Tuition Reimbursement
Page 17	Article (XXII)	Employee Expenses
Page 18	Article (XXIII)	Reduction in Staff
Page 18	Article (XXIV)	Dues Deduction
Page 20	Article (XXV)	Agency Service Fee
Page20	Article (XXVI)	Duration
Pase21	Article (XXVII)	Evaluation Process
Page22	APPENDIX A	Salary Scale
Page28	APPENDIXB	Evaluation Tool
Page32	APPENDIXC	Job Description
Page34	APPENDIXD	Grievance Form
Page35	APPENDIXE	Signature Page

ARTICLE 1

RECOGNITION OF BARGAINING AGENT

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Board recognizes in this contract that the union is the exclusive bargaining agent of all instructional assistants and excluding all professional, supervisory, managerial, and confidential employees, including, but not limited to, the Executive Director, Director of Finance, Director of Human Resources, Program Administrators, teachers, BCBAs, Related Service Providers and confidential, professional, managerial and temporary and seasonal employees.

The Negotiating Subcommittee of the Board of Directors of CREST Collaborative (hereinafter "the Board"), acting subject to the ratification of the Memorandum of Agreement (hereinafter "the Agreement") by the full Board to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the AFSCME, Council 93, AFLCIO (hereinafter "the Federation"), acting subject to the ratification of this Agreement by the membership of the Federation to whom the Subcommittee agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from September 1, 2021 through August 31, 2024.

ARTICLE II

SCOPE OF AGREEMENT

Should any provision of this agreement be in conflict with federal or state law, then either party shall have the right to open discussions with the other party with a view to the elimination and/or modification of such provision. In the event that any provision of this agreement is held to be inoperative, the remaining provisions of the agreement shall be in full force and effect.

The parties acknowledge that during the negotiations which resulted in this agreement, they had the right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this agreement were arrived at after free exercise of such rights and opportunities.

The parties agree that the relations between them shall be governed by the terms of this agreement only. Only a specific provision in this agreement can limit or modify the authority of management to act. No change or modifications of this agreement shall be binding on either the union or the employer unless reduced to writing and executed by the duly authorized representative.

The failure by either the employer or the union, in one or more instances to observe or enforce any of the provisions of this agreement shall not be construed as a waiver of said

provision.

ARTICLE III
GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this agreement, unless such matters have been specifically excluded from these procedures.

Section 1 - Definitions

- A. Grievant- shall mean an employee, group of employees, or the union on behalf of the employee(s), as the case may be who, pursuant to the terms of this agreement, seeks resolution of a grievance.
- B. Grievance- shall mean an allegation by the grievant(s) or the union that a specific provision or provisions of this agreement has/have breached. A grievance shall mean a written statement reciting the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested. All grievances must be filed on the official grievance form attached as Appendix.
- C. Except as otherwise specifically provided in the Article, "day" shall mean a calendar day.
- D. Department Head- for the purpose of this Article, shall mean the person responsible for the department where said violation occurred.

Section 2 - General Provisions

- A. All grievances must be filed with the Chief Human Resources Officer.
- B. Failure of a grievant to comply with any of the provisions of this article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this agreement. In determining whether there has been any such failure to comply with any of the provisions of this article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the union on behalf of the grievant (s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the union may request impartial arbitration under Step III. In the event the union or any employee elects to pursue any matter covered by this agreement in any other forum, the employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article, except that a matter involving a claim of anti-union animus may be concurrently processed at the Massachusetts Labor Relations Commission without negative effect up to the level of arbitration.

Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative, provided, however, that the union representative and/or Steward, whichever is appropriate, shall be notified of grievances filed by the employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall be inconsistent with the terms of this agreement. Any employee may request that the union represent him/her at any step of the grievance procedure. No other representation shall be permitted. The union shall notify the Chief Human Resources Officer of the name and the business address of union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of union representation is not to be considered a breach of this notice requirement.

- C. No individual may serve as the designee of the Executive Director at Step II of the grievance procedure if such individual served as the Chief Human Resources Officer at Step I of said grievance procedure.
- D. A grievance may be withdrawn at any level.
- E. No reprisals of any kind shall be taken by either party to this agreement against any unit member(s) initiating or participating in grievance.

Section3 Procedures for the Filing of a Grievance

A. Initial Filing:

A grievant shall institute the grievance procedure of this Article by filing with his/her Chief Human Resources Officer during the term of this agreement a written notice that a grievance exists. Such notice must be filed on the grievance form attached as Appendix. No such notice may be filed more than thirty (30) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based.

B. Step I: Chief Human Resource Officer

Within ten (10) days of receiving the grievance, the Chief Human Resources Officer shall arrange to meet with the grievant. If the grievance is not resolved as a result of such meeting, then within the (10) days of said meeting, the Chief Human Resources Officer shall respond in writing. Said response shall include whether the grievance alleges that a specific provision of the agreement has been breached, whether the grievance has been filed in a timely manner and, whether the agreement has been breached in application to the grievant.

C. Step II: Executive Director

If the grievant elects to proceed to this Step, then within seven (7) days of receipt of the step I decision, he/she shall send a notice of his/her appeal to the Executive Director. The Executive Director shall meet or arrange to meet within ten (10) days with the grievant for review of the grievance and shall render a written decision within ten (10) days of the meeting.

D. Step III: Arbitration

Within twenty (20) days after the twenty seven (27) day period for resolving the grievance at Step II, arbitration of a grievance maybe initiated subject to and in accordance with the following provisions:

1. The union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the union, the grievant(s) and the employer in accordance with the applicable provisions of the state law.
2. The union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by the union. The union shall give written notice to the employer that it intends to submit a grievance to arbitration.
3. The union and the employer shall select an arbitrator pursuant to normal American Arbitration Association procedures. The parties agree to use the American Arbitration Association for all arbitration. In all such proceedings, the arbitrators selected shall follow regular American Arbitration Association procedures for labor arbitrations.
4. The arbitrator shall convene a grievance hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days, notice to the parties prior to the scheduled hearing date.
5. The union and employer shall have the right to be represented by counsel jurisdiction to inquire into any issue presented by the complainant and his/her authority to render an award, shall be governed solely by the provisions of this Article.
 - a. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:
 - b. Whether the union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
 - c. Whether the complaint alleges an express breach of the agreement;
 - d. Whether the arbitrator has jurisdiction to arbitrate; and,
 - e. Whether an express provision of this agreement has been violated in its

application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding. Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provisions of this agreement and shall not alter, amend or extend, or revise any term or condition hereof.

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

6. In all arbitration proceedings, the arbitration's fees and expenses shall be paid fifty percent (50%) by the union and fifty percent (50%) by the employer.

ARTICLE IV **MANAGEMENT RIGHTS**

Under the laws of Massachusetts, the Board of Directors of CREST has the final responsibility for establishing policies of CREST, for management of said educational collaborative, and for directing its operation and programs. This responsibility, which includes the duty to maintain programs, services and such other activities as it finds will best serve the interest of the member towns/cities, to decide the need for facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to employ, assign, transfer and promote employees in its discretion; to suspend, demote, discipline or dismiss employees during the school year for good cause; to evaluate the performance of its employees; all to be carried out by the Executive Director as the executive officer of the Board consistent with statute and with the terms of this agreement, to prescribe hours for and working conditions for its employees; to regulate and restrict the use of school property (real or personal); to implement improved benefits at any time for all or some; make any pay deductions because of the absence of, or failure to perform work by employees; and prescribe any professional development program or policies; to determine class and program size; to determine the level of services, including the number of employees within a program and/or classroom; to prescribe rules for management, studies, classifications and discipline; to prepare and approve budgets; and, in its sole discretion, expend monies appropriated by member towns; and to make such transfers of funds within the appropriated budget as it shall deem necessary; and to exercise such other authority, rights and powers conferred upon the Board by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

The Board agrees to take whatever action that may be necessary to give full force and effect to the provisions of the agreement. As to matters not covered by this agreement, except as abridged or modified by this agreement or any supplements hereto, the Board retains all rights and powers that it has or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance and arbitration provisions of this agreement provided that no such right shall be exercised in violation of the terms of this agreement or of Chapter ISOE of the General Laws.

ARTICLE V

OFFICIAL PERSONNEL FILES

1. An employer shall have the right to inspect his/her official personnel file during regular business hours upon request and when necessary by appointment, and shall have a right to copy at his/her expense. The union or a representative thereof, shall have access to an employee's official personnel file upon prior written authorization of such employee.
2. Whenever any evaluative material is inserted into the official personnel file or records of an employee, such employee shall be given a copy of such material on or about the time the material is inserted into the official personnel.

ARTICLE VI

NON-DISCRIMINATION

1. The parties agree not to discriminate in any way against employees covered by this agreement on account of race, color, age, religion, creed, ancestry, veteran or military status, national origin, citizenship, sex, socioeconomic status, homelessness, academic status, limited English proficiency, genetic information, gender identity or expression, physical appearance, marital status, pregnant or parenting status, sexual orientation, mental, physical, developmental or sensory disability or by association with a person who has or is perceived to have 1 or more of these characteristics.
2. This Article shall be in accordance with all applicable federal and state laws.

ARTICLE VII

UNION BUSINESS

1. Union representatives shall be permitted to have access to the premises of the employer for the performance of union business outside the regular workday for employees covered by this agreement unless the employer has scheduled a meeting during the employees' regular workday. Requests for such access will be made in advance and will not be unreasonably denied. The union will furnish the employer with a list of representatives at the start of each contract year or when any change takes place in the identity of the representatives.
2. Except as hereinafter provided, union business shall be conducted by union officials on off-duty hours. Grievants and the local union president/steward shall be permitted to have time off without loss of pay for attendance at any scheduled arbitration hearing. Requests for all such time off shall be made in advance and shall not be unreasonably denied.
3. Union officials and representatives shall conduct union business in a manner which shall not be disruptive to the employer's operations or any employees' work. The union will furnish the employer with a list of the designated union officials.
4. Witnesses called by the union to testify at an administrative agency hearing or in an arbitration proceeding may be granted time off without loss of benefits or other privileges for the amount of time necessary to testify.
5. All leave granted under this section shall require prior approval of the Director of Human Resources.
6. The union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the employer for employees to read.

All notices shall be on union stationery, signed by an official of the union, and shall only be used to notify employees of matters pertaining to union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the employer or its member communities or individual employees of the employer.

7. The employer shall provide the union with a list of all new employees in the bargaining unit and their date of employment and classification at the start of each contract year.
8. The employer shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire.

ARTICLE VIII

SAFETY PROCEDURES

1. The employer shall comply with all applicable statutes, federal and state, and with any rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of the employees covered by this agreement. The employer may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees, visitors, students and members of the public. Prior to the promulgation of any such rules and regulations by the employer, the employer shall give notice to the president of the local union.
2. All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect by the employer. When an employee is injured while at work, the employer shall complete and process the standard form for employer's first report of injury within fourteen (14) days from the filing of a report by an employee.
3. Any employee who suffers a work-related injury during his/her workday, and who is released from work to seek diagnosis and/or treatment by a physician or medical facility during the workday shall be paid for his/her regularly-scheduled hours of work for that day.

ARTICLE IX

NO STRIKE/NO LOCKOUT

During the term of the agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operation of the Collaborative by any employee or the union.

Nor shall there be any strike or interruption of work during the term of this agreement because of any disputes or disagreements between any other parties who are not signatories to the agreement. Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for in Grievance and Arbitration procedure of this agreement.

During the term of this agreement, the Collaborative agrees that it will not lock out employees because of any dispute or disagreements between the parties.

ARTICLE X
BACKGROUND
CHECKS

The parties agree that, pursuant to M.G.L. c. 71 section 38R, the Collaborative shall fully comply with the provisions of M.G.L. c. 71, sect. 38R and the regulations of the Department of Elementary and Secondary education pursuant to the same. Current employees who do not receive an acceptable background check, as solely determined by the Executive Director, shall be subject to immediate dismissal.

ARTICLE XI
PROBATIONARY EMPLOYEES

Section 1

New employees hired into the bargaining unit shall be considered as probationary employees for the first ninety (90) school days of their continuous employment. Employees who are hired into the bargaining unit at less than full time shall be deemed to be probationary employees until they have worked the equivalent of ninety (90) days or full time equivalent continuous employment.

Section 2

During the probationary period, the employee's supervisor shall meet with the employee at least two (2) times to provide the employee with the supervisor's assessment of the employee's performance.

Section 3

During the probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedure provided herein.

Section 4

An employee whose employment is severed with the employer must serve an additional probationary period upon reemployment, whether in the same or a different job title.

ARTICLE XII
DISCIPLINARY
ACTION

The Executive Director or a designee may impose disciplinary action for good cause. The Executive Director or designee will give written notice of an intent to suspend and terminate for employees who have completed a probationary period and will forward a copy to the Union President. An employee who has completed a probationary period may request a meeting prior to the administration's decision to suspend or terminate the employee, but must make such a request within two (2) school days of receiving the notice of intent to suspend or terminate. The employee may have a union representative with him or her at such a meeting. Once the meeting has concluded, the administrator shall notify the

employee of his or her final decision in writing.

ARTICLE XIII
EVALUATION FORMS

Evaluation forms and process have been agreed upon in the 2021-2024 contract years. Forms are attached in Appendix B.

ARTICLE XIV
CONDITIONS OF WORK

A. Hours of Work

The normal workweek for the school year shall be thirty five (35) hours from Monday through Friday. In the event that the Collaborative determines that more work hours up to a maximum of 37.5 hours are necessary for a particular program or across the Collaborative, the Collaborative will notify the affected staff during the school year prior to the school year in which the change in hours shall occur. Affected employees shall be compensated for the additional hours by using the hourly rate in effect for the affected employees during that contract year. Employees' salary shall be paid in twenty-six (26) installments.

Paraprofessionals are expected to be present at times as scheduled by their supervisors. If sickness or other family situations cause an unavoidable absence, the paraprofessional must provide as much advance notice as possible to his/her supervisor so a substitute can be called if needed.

Employees will participate in four (4) professional development days called by administrators; beyond the normal school year for students. Except in a case of emergency, at least three (3) school days' notice will be provided for such professional development days.

B. Year to Year Employment Contracts

1. The employer shall provide notice by June 15th of each year for continuing employees only, a notice of intent to reply, including the expected position, expected rate of pay, expected hours per day, and expected days per year.
2. Upon receiving an employment notice, the employee must advise the Executive Director within five business days of his/her intent to return. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
3. Once an employee has received a notice of intent to reemploy, should a change be contemplated by the District, the employee shall be consulted prior to any change being made.

ARTICLE XV
BENEFITS

All members of the bargaining unit who work twenty (20) or more hours per week shall be eligible to participate in benefit programs offered by the Collaborative to its employees on the same terms and conditions as other employees of the Collaborative. These benefits include: health and dental insurance, life insurance, long-term disability insurance, flexible benefits program and employee assistance program.

When prescription eyewear or a hearing aid is damaged or destroyed during the workday while the employee is engaged in activities within the scope of his/her employment, the employee shall be eligible for reimbursement of \$200.00 for prescription eyewear and/or full reimbursement for the hearing aid. This benefit is limited to one reimbursement for an employee during each contract year. In order to be eligible for this benefit, the employee must bring the damaged eyewear or hearing aid to the attention of his/her supervisor as soon as possible after the eyewear and/or hearing aid has been damaged or destroyed.

ARTICLE XVI
OUT OF CLASSIFICATION WORK

Any employee who is directed by the program director to substitute for a teacher for one or more full school days or longer shall be paid fifty dollars (\$50) for each day in addition to his/her daily rate.

If an employee works less than a full day as a substitute for a teacher, he or she shall not be paid an additional stipend. Any employee who is directed by the program director to substitute for a teacher for more than ninety (90) school days shall be considered a long-term substitute and will be paid according to the long-term substitute schedule in the CREST Employee Handbook.

Any Instructional Assistant who is directed by the Program Director or a designee to substitute for a Vocational Trainer for one or more hours shall be paid an additional two dollars (\$2.00) an hour in addition to his/her daily rate.

ARTICLE XVII
LEAVES OF
ABSENCE

Section 1 - Eligibility Requirements

Employees shall be eligible for leaves of absence, except for FMLA and MMLA leave, after ninety (90) school days' service with the employer. Such requests are subject to approval by the employer.

Section 2 - Application for Leave

- a. Any request for a leave of absence shall be submitted in writing by the employee to the Director of Human Resources. The request shall state the reason the leave of absence is being requested, and the approximate length of time off the employee desires.
- b. Authorization granted for a leave of absence shall be furnished to the employee in writing. In case of emergency, authorization for leave of absence may be granted orally by the Director of Human Resources. This authorization will be followed up in writing at a later date. All requests for leaves of absence shall be answered promptly, and in all cases, within ten (10) calendar days following receipt of request.

Section 3 - Paid Leaves

- a. Bereavement Leave

For death in the immediate family, up to five (5) consecutive working days with pay may be allowed with no charge to sick leave. Additional days may be granted by the Executive Director chargeable to the employee's sick leave. Immediate family shall include spouse, child, and parents, grandparents, grandchildren, brothers, and sisters. A total of two (2) consecutive working days with pay with no charge to sick leave may be allowed for mother-in-law, father-in-law, brother-in-law and sister-in-law of the eligible employee.

- b. Jury Duty

Employees shall be granted a leave any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. The employee must sign over to the Collaborative any jury service pay received for participation in jury duty.

Section 4 - Unpaid Leaves

- a. Military Service

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Any employee who enters "involuntarily" into active service in the armed forces of the United States while in the service of the employer shall be granted an unpaid leave of absence for the period of military service.

- b. Education Leave

Any employee upon request may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one year, but may be extended or renewed at the request of the employee, and shall be subject to approval by the Executive Director or his/her designee.

c. Family Medical Leave Act

1. Parental Leave of Absence

- A. Any employee who has been employed for at least three (3) consecutive months shall be entitled to a parental leave of absence without pay for the birth or for the placement of a child under the age of 18 or under the age of 23 if the child is physically or mentally disabled or for the adoption of a child in accordance with M.G.L. c. 149, section 1050. The employee will make every effort to notify the Executive Director in writing as soon as practicable, and in no event later than two (2) weeks prior to the anticipated departure date.
- B. Employees will be eligible for up to eight (8) weeks of parental leave in accordance with M.G.L. c. 149, section 105D. An employee who is eligible for additional leave under the FMLA, and who has not yet exhausted the annual FMLA leave allowance, may continue the leave beyond eight (8) weeks, using any remaining FMLA leave, up to a maximum of twelve (12) weeks. Leave under M.G.L. c. 149, section 105D and the FMLA shall run concurrently.
- C. An employee shall be entitled to use accumulated paid sick leave for that portion of the parental leave during which she is physically disabled due to pregnancy, childbirth, and recovery therefrom, provided that the employee follows the procedures outlined in Article XVIII for sick leave
- D. While an employee is on FMLA leave, the Collaborative will continue its contribution towards the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium.
- E. An employee must notify the Collaborative of the intent to return to the work at the conclusion of the leave and the return date at the time the employee requests the leave.
- F. An employee returning from approved leave will be restored to the position which she or he held as of the commencement of parental leave, if the position exists, or to a substantially equivalent position. The Executive Director may require that an employee returning to work after a period of sick leave usage produce medical certification that she is physically able to resume work before returning.

- G. An employee may elect to take an extended unpaid leave without pay for up to one (1) year, and as to female employees, entitlement to sick leave benefits for certified disability, resulting from childbirth and recovery. If an employee elects to take an extended unpaid parental leave, the employee may continue to participate in the health and life insurance in which she/he is enrolled provided that she/he contributes 100 percent of the group rate premium.
- 2. FMLA Leave for Serious Health Condition of Employee or Member of his/her immediate family
 - a. To be eligible for such leave, the employee must have completed a full year of continuous service with 1,250 or more hours of work as a unit employee.
 - b. An employee who has a serious health condition or has a member of his/her immediate family with a serious health condition, as defined by the FMLA and the regulations issued thereunder, will be granted a FMLA leave of up to twelve (12) weeks without pay.
 - c. At the discretion of the employer, the employee shall utilize all sick leave concurrently with said FMLA leave.
 - d. While an employee is on the FMLA leave, the employer shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium.
 - 3. The employer's FMLA policy as outlined in the Employee Benefits Handbook shall apply to the extent that it does not conflict with this provision of the agreement.

ARTICLE
XVIII SICK
LEAVE

Section 1 - Allowance

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay as follows. Sick leave days are a form of insurance protection for the employees, and are a potential right to compensation that does not vest in an employee until the employee has a bona fide sickness, preventing the employee from reporting for and performing his/her duties. Abuse of sick leave will subject the employee to disciplinary action including discharge. Employees shall be eligible for sick leave after ninety (90) school days' service with the employer. Employees shall be credited with two (2) days of sick leave at the start of each contract year and shall earn (1) day of sick leave for each month of continuous service and while the employee is actually working for a total of twelve days per contract year.

Section 2 - Accumulation

Employees shall start to earn sick leave from their date of hire, although an employee cannot use any sick leave until the 91st school day of employment. Sick leave days shall accumulate to a maximum of fifty (50) days.

Section 3 - Sick Leave Buyback

An employee who dies, retires, resigns or is laid off from service with the CREST as a result of program elimination or whose program is eliminated from CREST, and who has served for ten (10) or more consecutive years in the service of CREST is eligible for sick leave buyback subject to the following conditions:

1. The employee must provide notice of his/her irrevocable intent to resign or retire (18) months prior to the intended date of retirement or resignation; this requirement is waived for those employees who die while employed at CREST.
2. Retirement or resignation can only take effect on or about the last workday of that school year, unless this requirement is waived by the Executive Director. In the event of the employee's death, payment for sick leave buyback shall be made to his/her estate by the July 30 following the employee's death.
3. For employees hired before July 1, 2016, who are grandfathered into accumulating up to a maximum of one hundred (100) sick days, only days in excess of fifty accumulated sick days and up to a maximum accumulated sick leave days are subject to buyback.

ARTICLE XIX **PERSONAL** **LEAVE**

Three (3) days paid personal leave to conduct personal business that cannot be done while school is in session may be granted each employee within any contract year, providing such reasons are furnished to the program director and the Director of Human Resources at least twenty-four (24) hours in advance of the requested leave, except in cases of emergency. Personal leave may not be used to extend a vacation or a holiday, and may not be used for recreational purposes. Personal leave days for regular part-time employees will be granted on a prorated basis. Personal leave may be available in units of half-days or whole days. Such leave will not be charged to sick leave.

To the extent that the reasons for such personal leave are covered by the Small Necessities Leave Act, personal leave and small necessities leave shall be used concurrently.

ARTICLE XX
RETIREMEN
T

Health Insurance Benefits for Retiring Employees

To the extent that the Board of Directors adopts, maintains and funds health insurance for retiring employees, members of the bargaining unit may participate in this benefit subject to the terms and conditions outlined by the Board of Directors in its policy on retiree health insurance benefits.

ARTICLE XXI
PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

1. Each bargaining unit member shall be entitled to reimbursement for workshops and other professional development presentations and courses subject to the following:
 - a. The employee must apply in writing for approval by his/her program director and the Executive Director of the workshop and other professional development presentations and credited courses at least thirty (30) days prior to the date of the credited course.
 - b. The maximum amount of reimbursement is \$400 for the credited course.
 - c. Such reimbursement will be made to the employee within four (4) weeks of the employee's submission of proof of attendance and a credit card receipt or cancelled check which shows that the employee paid for the credited courses.
 - d. No employee can receive reimbursement for more than two (2) such credited course.
 - e. The credited course must be related to the employee's work at CREST.
 - f. On occasion, an employee may seek graduate credits in order to obtain a degree and educator license for a position within CREST. Subject to the discretion of the Executive Director, CREST may support such graduate work. An employee who wishes to pursue such a degree and license must apply in writing to the Executive Director who may approve or not approve reimbursement for this course work subject to conditions set by the Executive Director in her sole discretion.

ARTICLE XXII
EMPLOYEE EXPENSES

When an employee is authorized in writing by his/her supervisor to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the state rate of reimbursement as such rate is designated from time to time. In addition, employees will be

reimbursed for reasonable costs of tolls and parking. Such reimbursement is not for commuting to and from work.

ARTICLE XXIII
REDUCTION IN STAFF

In the event the Board decides to reduce the number of positions included in the bargaining unit, reduction in force shall be accomplished in the following manner. The Collaborative will seek volunteers for layoff or retirement. If the number of employees taking voluntary layoff and retirement is not sufficient to meet the number of bargaining unit employees who must be laid off, then the Collaborative shall layoff those employees using the following factors to determine which employees will be laid off: qualifications, skills, pattern of attendance over the individual's entire service to the Collaborative and seniority. In the event that the foregoing factors, except for seniority, are equal, as determined by the Executive Director is his/her sole discretion, seniority shall determine the order the employee(s) to be laid off.

Seniority is defined as consecutive, continuous years of service to the Collaborative since the date of hire. Continuous service shall not be considered interrupted by employees receiving approved leaves. Seniority shall not accrue while employees are on unpaid leaves.

Those bargaining unit employees who held positions to be eliminated shall be notified in writing within ten (10) working days of the date on which the Board makes the determination to reduce the number of positions in the bargaining unit.

For the period of one year following the date of layoff, those bargaining unit employees who are laid off shall be notified of any vacancies in any Instructional Assistant position and will be given preference for such positions, so long as the employee has provided the Director of Human Resources with a current address or email address. Employees will be notified by either first class mail or email, but not both. When filling vacancies under this recall provision, the Collaborative will utilize the same criteria for rehiring as it used for layoff.

ARTICLE XXIV
DUES DEDUCTION

A. Payroll dues deductions shall be made according to the following procedure:

TO: CREST

I hereby authorize and direct the Treasurer to deduct from the portion of my salary due me in the amount and at the times as certified by AFSCME, Council 93, AFL-CIO as the current rate of dues.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of AFSCME, Council 93, AFL-CIO.

In consideration the above-described service rendered by the CREST Board, the undersigned hereby releases and discharges the CREST Board of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon thirty (30) days' notice to CREST and AFSCME, Council 93, AFL-CIO or upon termination of my employment. It is understood that this service shall be limited to AFSCME, Council 93, AFL-CIO, as my exclusive bargaining agent.

It is agreed that no partial deductions will be made, and that this authorization shall terminate with the collective bargaining agreement.

Employee's Signature: _____

Effective Date: _____

Social Security Number: _____

Position: _____

(Print) Last Name First Middle

- B. The Federation shall indemnify and save the Collaborative harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the Collaborative for the purpose of complying with any deduction authorization furnished to the Collaborative.
- C. Dues deductions shall be made on a bi-weekly basis and the aggregate dues remitted to Local 3961 monthly.

- D. The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The deduction is authorized by M.G.L. Chapter 180, Section 17J.

ARTICLE XXV
AGENCY SERVICE FEE

Any employee who chooses not to become a member of the Union may, on a voluntary basis, contribute an Agency Service Fee specifically for the purpose of covering costs related to collective bargaining, and processing grievances to which they become involved. The Collaborative will only deduct agency fees for those who have voluntarily submitted a written authorization in a form provided by the Union and shall bear the signature of the employee.

The amount of the service fee shall be equal to the pro rata cost of collective bargaining and contract administration as certified by AFSCME, Council 93, AFL-CIO. Unit members may have access to payroll deductions for the purpose of paying the agency service fee. AFSCME, Council 93, AFL-CIO shall be responsible for notifying the Business Office of the amount to be deducted prior to the issuance of the first paycheck.

It is expressly understood by the parties that no employee shall be mandated or compelled to pay a service fee to the union, nor shall membership in the union be a mandatory condition of employment.

AFSCME, Council 93, AFL-CIO shall indemnify the Collaborative and agents against any and all claims, demands, suits, damages, legal fees, or any other form of liability that may arise by reason of the Collaborative's compliance with the Agency Service Fee provisions of this agreement.

The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

ARTICLE XXVI
DURATION

This agreement shall be in effect for the period of September 1, 2021 through August 31, 2024. The union expressly waives any right to reopen this agreement during this term or to negotiate on any matter or subject, whether or not covered by the provisions of this agreement, including any of the demands made by the union during the negotiations which have been withdrawn by the union in full

settlement on the terms and provisions of this agreement.

The Parties may give written notice before the expiration of this agreement that it desires to modify this agreement, and upon receipt of such written notice, the Parties agree to meet and confer for the purpose of negotiating a successor agreement. The terms and conditions of the agreement will remain in full force and effect until said successor agreement is executed.

ARTICLE XXVII EVALUATION PROCESS

All employees will be evaluated based on their job description, (Appendix C), using the evaluation tool agreed to in (Appendix B). Employees will be evaluated at least one time annually, and such evaluation shall be conducted openly with the full knowledge of the employee. The employee will be given a copy of the evaluation and will have the right to discuss the evaluation with his /her supervisor. The employee shall sign the evaluation prior to its placement in the personnel file. It is understood that such signature in no way indicates agreement with the contents. Within ten (10) days after signing, an employee shall have the right to submit a written comment to any evaluation, and any such statement will be affixed to the evaluation. CREST may, in its discretion, utilize an electronic/digital format for employee evaluations.

APPENDIX A

Instructional Assistant • FY 19 and
FY 20 Salary Schedule

Instructional Assistant • 32.5 hours/1111ftk. 114 days							
Education	Step1	Step2	Step3	Step4	Step5	Step6	Step7
High School	19,520	20,105	20,708	21,329	21,969	21,628	23,307
Some College	19,970	20,571	21,187	21,822	22,478	23,151	23,846
Associate's	22,630	23,308	24,007	24,727	25,469	26,233	27,020
Bachelor's	29,600	30,489	31,403	32,345	33,316	34,316	35,344
Master's+	31,753	32,705	33,687	34,697	35,739	36,810	37,915

Instructional Assistant - iSY • 26 hours/-k, 24 days							
Education	Step1	Step2	Step3	Step4	Step5	Step6	Step7
High School	2,574	2,651	2,731	2,812	2,898	2,984	3,073
Some College	2,633	2,712	2,793	2,878	2,964	3,053	3,144
Associate's	2,984	3,073	3,166	3,261	3,358	3,459	3,563
Bachelor's	3,904	4,020	4,141	4,265	4,394	4,525	4,661
Master's+	4,188	4,312	4,443	4,576	4,713	4,855	5,000

Instructional Assistant • FY 21 Salary Schedule (includes 1% Increase)

Instructional Assistant - 32.5 hours/ . 1114 days							
Education	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
High School	19,718	20,306	20,915	21,542	22,189	22,854	23,540
Some College	20,170	20,777	21,399	22,040	22,703	23,383	24,084
Associate's	22,856	23,541	24,247	24,974	25,721	26,495	27,290
Bachelor's	29,896	30,794	31,717	32,668	33,649	34,659	35,697
Master's+	32,071	33,032	34,024	35,044	36,096	37,178	38,294

Instructional Assistant - ESY • 26 hours/-"- 24 days							
Education	Step1	Step2	Step 3	Step4	Step5	Step6	Step 7
High School	1,600	2,678	2,788	2,840	2,927	3,014	3,104
Some College	1,659	2,739	2,821	2,907	2,994	3,084	3,175
Associate's	3,014	3,104	3,198	3,294	3,392	3,494	3,599
Bachelor's	3,943	4,060	4,182	4,309	4,438	4,570	4,708
Master's+	4,230	4,353	4,487	4,622	4,760	4,904	5,050

APPENDIX B

CREST COLLABORATIVE

Instructional Assistant Evaluation Form

Instructional Assistant's Name: _____
Program Assignment: _____
School Year: _____

A formal, written evaluation will be completed annually by the primary evaluator as designated by the Program Director and/or Executive Director at the beginning of the school year. It is understood that the primary evaluator may obtain feedback about job performance from other administrators or teachers who have direct knowledge of the Instructional Assistant's work. If so, information gathered from others should be documented on the evaluation.

Rating Key for Evaluating Instructional Assistants:

E = Exceeding the Standard
Toward the Standard

M = Meets the Standard
D = Does Not Meet the Standard

P = Progressing

Performance Indicators

1. Job Performance, Organization & Planning

Indicator	D	p	M	E
Displays initiative.				
Displays flexibility.				
Takes direction and feedback well.				
Is punctual and regular in attendance.				
Utilizes work time efficiently.				
Displays interest and enthusiasm.				

Displays evidence of professional growth and development as required for position.				
Willing to put in essential time and effort.				
Willingness to learn new skills.				
Willingly accepts and carries out assignments.				
Keeps accurate records as pertains to position.				

2. Interpersonal Relations & Communication with Adults

Indicator	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Maintains a good working relationship with all staff members				
Reflects a friendly and positive attitude				
Communicates effectively with peers and supervisors				
Consistently maintains routines and standards of the workplace				
Performs delegated duties with level of expertise				
Demonstrates initiative and resourcefulness				
Demonstrates flexibility in response to student and program needs				

3. Interpersonal Relations & Communication with Students

Indicator	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Establishes good rapport with students				
Treats all students fairly and respectfully				
Carries out instructions related to instructional methods or behavioral techniques to be used with students			A	
Manages student behavior effectively				

Promotes student safety				
Demonstrates an understanding of student differences				
Exhibits patience and appropriate expectations with students				
Demonstrates knowledge of curriculum to assist students and teachers				
Ability to support students in any environment including the community				
Displays resourcefulness in helping provide an enriching experience for students				
Ability to communicate student needs to teachers/staff				

4. Ethical & Professional Practice

Indicator	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Works towards improvement of skills and knowledge				
Works to create a positive, collaborative school culture				
Supports the collaborative's mission and vision				
Respects confidentiality of student/classroom/personnel/parent information				
Accepts guidance, direction, and suggestions				
Cooperative team member				

Evaluator Comments:

Areas for commendation:

Areas for improvement:

Instructional Assistant's Comments:

Evaluator's Signature:

Date:

Instructional Assistant's Signature:

Date:

The employee's signature on this form indicates that s/he has seen all comments on this form. The employee's signature does not necessarily indicate agreement with the evaluation report.

Appendix C

INSTRUCTIONAL ASSISTANT

SCHEDULE:	10/12 month position, 35 hours weekly
QUALIFICATIONS:	Required: High School Diploma or equivalent, excellent written and verbal communication skills, ability to uphold confidentiality at all times
REPORTS TO:	Preferred: Associates or undergraduate degree in related field, relevant prior experience with designated student population
	1. Program Director 2. Teacher 3. Program Lead/Asst. Program Director
SALARY:	Instructional Assistant Salary Scale

POSITION SUMMARY: The Instructional Assistant works directly under the supervision of the teacher and acts as a member of a student's multidisciplinary team in providing academic, behavioral, vocational and therapeutic supports to students throughout the daily schedule. Responsible for implementing direct instruction and active supervision to students. Ensures that the physical and emotional needs of children are being met on a daily basis Committed to child centered, family focused culturally competent care and strength based treatment. Primary focus is 1:1 model with assigned student across academic, vocational and/or community based settings.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The Instructional Assistant will:

- Work as part of a multidisciplinary team to further a physically and emotionally safe and healthy environment for students;
- Assist in implementing and ensuring the fidelity of IEP accommodations, goals and objectives and individual support plans;
- Engage in direct and active supervision of students at all times;
- Participate in all aspects of students' daily schedule;
- Assist teacher in all assigned tasks;
- Apply principles of student de-escalation including Safety Care®, which requires physical restraint when necessary;
- Perform any activities of daily living for assigned students, including feeding, changing, toileting and lifting;
- Listens and gets clarification when needed to ensure consistency;
- Has the ability to respond professionally to questions or concerns from multiple stakeholders;
- Provides clear, factual and informative written and oral communication;

- Ability to define problems, collect data, establish facts and draw valid conclusions;
- Completion of data collection, documentation and reporting as assigned;
- Maintain current certifications as required by designated student population (e.g. CPR, first aid);
- Participate in professional development activities and apply principles and practices;
- Attend regularly scheduled classroom, program and CREST meetings as required;
- Assist in classroom maintenance, organization, and material preparation;
- Follow and implement all CREST policies and procedures;
- Other duties relevant to the role as requested by the Teacher, Program Lead or designee.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Cognitive Demands: The Instructional Assistant must be receptive and responsive to supervision and professional development as well as understand and apply principles taught in trainings and seminars to the educational environment, including therapeutic crisis intervention skills. Must have the ability to be flexible and work collaboratively and be able to respond to emergencies quickly, calmly and safely. Must be able to work in a fast paced environment and must be able to understand and maintain issues of confidentiality. The noise level in the work environment is conducive to a school.
- Physical Demands: The Instructional Assistant must have the ability to work and stand for longer periods of time. In addition, this position requires energy, stamina, and may require bending, stooping, stretching and lifting a minimum of 50 pounds. Regularly required to sit, talk, hear, stand and walk occasionally student restraint or moving students is required. Specific vision abilities required by this job include close vision, and the ability to adjust focus.

SUPERVISORY RESPONSIBILITIES: None

EVALUATION: Annually by Program Director/Leads/Assistant Program Director or designee

GRIEVANCE#:

Local:

Step:

OFFICIAL GRIEVANCE FORM

Name of Employee : _____ Classification: _____

Department: _____ Work Location: _____

Supervisor: _____

Title: _____

List Applicable Violation:

along with all other applicable articles, past practice, case decisions, and/or State or Federal Law.

Adjustment Required:

and any other just consideration to make the grievant and all monies whole.

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance.

Date: _____ Signature of Grievant; _____

Signature of Union Representative: _____ Title: _____

Date Presented to Management Representative: _____

Management Signature: _____ Title: _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO:

COPY:

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF

LOCAL UNION

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
F29