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**AGREEMENT  
BETWEEN  
THE MALDEN SCHOOL COMMITTEE  
AND  
MALDEN EDUCATION ASSOCIATION  
FOR  
PARAPROFESSIONALS**

**September 1, 2014 – August 31, 2017**

**PARAPROFESSIONAL CONTRACT**

The Malden Education Association and the Malden School Committee agree that the Agreement between the parties covering the Malden Paraprofessionals shall continue in full force and effect through August 31, 2017. The original Agreement is verbatim except as modified by the Agreement.

**ARTICLE 1: RECOGNITION**

1.01 The Malden School Committee (Committee) recognizes the Malden Education Association (Association) as the exclusive bargaining agent of a unit consisting of educational support personnel referred to as paraprofessionals. Any reference to male employees shall include female employees.

**ARTICLE 2: NEGOTIATION PROCEDURE**

2.01 Not later than September 15 of the calendar year preceding the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations concerning a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning paraprofessionals' wages, hours, and other conditions of their employment. Such negotiations will include, but not be limited to the items listed in the table of contents of this Agreement.

2.02 As to those matters, if any, not covered by this Agreement, the preexisting rules, regulations or policy of the Committee, if any, shall control. Before the Committee adopts a change in rules, regulations or policy which affects wages, hours or any other condition of employment and which is not covered by the terms of this Agreement, the Committee will notify the Association, in writing, that it is considering such a change. The Association will have the right to negotiate with the Committee provided that it files such a request with the Committee within five (5) days after receipt of said notice. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

### **3.01 DEFINITIONS**

3.01.01 A “grievance” is a claim that a party hereto has violated or failed to observe a specific term or provision of this Agreement; or a dispute as to the meaning, interpretation, or application of any specific provision of this Agreement.

3.01.02 A “claimant” is the person(s) making the claim, the Association, or the Committee.

3.01.03 A “party of interest” is the Committee, the Association, a person(s) making the claim, any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

3.01.04 The “immediate supervisor” is the lowest level administrative official with the power to resolve the grievance.

3.01.05 Day shall mean school day unless otherwise stated.

### **3.02 PURPOSE**

3.02.01 The grievance procedure herein set forth is not intended by the parties to establish a procedure to alter the responsibilities, rights, or duties of either the Association or the Committee or any individual paraprofessional or the procedures to assert such rights and responsibilities as established by the laws of the Commonwealth.

3.02.02 The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions which may from time to time constitute grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **3.03 PROCEDURE**

3.03.01 Since it is as important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

3.03.02 If, in the judgment of the Association, a grievance(s) affects a group of or class of paraprofessionals the Association may submit such grievance(s) in writing to the Superintendent directly and the processing of such grievance(s) will commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the claimant does not wish to do so.

3.03.03 Either party to a grievance at Level Three or Level Four may elect to have a stenographic record kept provided written notice that a stenographer will be present is sent by

registered mail at least three days prior to the date of the hearing. These records shall be official records of the hearing and shall be made available to both parties. The cost of such records shall be paid by the party requesting same unless both parties agree to share the cost equally.

3.03.04 Records of grievances and/or the results will not be placed in the personnel file of the aggrieved party, the claimant of any other party of interest unless so requested by the party to be placed in his/her file.

3.03.05 Level One

- a. Claimant may initiate this procedure by discussing it with his/her principal or immediate supervisor, either directly or through the Association representative, at the paraprofessional's option, with the object of resolving the matter informally.
- b. In the event that an informal conference under (a) does not resolve the matter, or one of the parties to the grievance does not wish to use that procedure, the claimant may file a formal grievance in writing with the principal or immediate supervisor below the Superintendent.
- c. Within five (5) days of the filing of a formal grievance under Paragraph 3.03.05b hereinabove, a meeting shall take place between the principal/immediate supervisor, the claimant, and the Association representative and an answer to the grievance shall be given in writing no later than five (5) days after said meeting.

3.03.06 Level Two

- a. If the claimant is not satisfied with the disposition of the grievance at Level One, or no written decision is received within five (5) days after the Level One meeting, the claimant may within five (5) days submit the grievance in writing to the Superintendent.
- b. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the claimant and the Association representative in an effort to resolve it. The Superintendent shall render his resolution in writing within five (5) days of the meeting.

3.03.07 Level Three

- a. If the Association is not satisfied with the resolution at Level 2, or no decision has been rendered within five days of the Level 2 meeting, then the claimant may, within ten (10) days submit the claim to binding arbitration to the American Arbitration Association. The School Committee shall be notified of any grievance submitted to arbitration by the Association. The parties will be bound to rules and procedures of the American Arbitration Association, subject only to the provision of Section b hereof.

### 3.04 RIGHTS OF THE PARTIES

3.04.01 No reprisals of any kind will be taken by the Committee, the Association or any party of interest against any participant in this process by reason of such participation.

3.04.02 All negotiation or grievance meetings shall be held after regular school hours, whenever possible. When it is necessary, pursuant to Article III (Grievance Procedure) for a School Representative, a member of the PR&R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her principal or immediate supervisor and to the Superintendent of Schools by the Chair of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any paraprofessional whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

3.04.03 The Committee and the Association will, upon request, provide each other with any documents which will assist them in developing intelligent, accurate, informed and constructive programs on behalf of the paraprofessionals, and their students, together with any other available information, which may be necessary to process or to avoid the institution of grievances under this Agreement.

3.04.04 Should a grievance not be filed within thirty (30) school days following an alleged grievance, or 30 days from the date the claimant reasonably should have known of the incident relating to the alleged grievance, the rights of any party to process the grievance shall be deemed waived. This provision shall not apply to grievance where the alleged grievance is of a recurrent nature.

### ARTICLE 4: SALARIES

4.01 The salaries of all persons covered by this Agreement are set forth in the Appendix and are a part of this Article. The starting level for all new employees shall be Step 1.

4.02 Effective September 1, 2014 all unit members will be enrolled in direct deposit and be paid to a bank designated by the member.

Effective at the same time as Unit A, all unit members will be paid bi-weekly. Bargaining unit members may elect to receive their salary in twenty-six (26) or twenty-one (21) equal payments.

An individual must elect in writing, his/her salary option for a particular contract year by August 1 prior to the commencement of the contract year in which the election is to be effective. Said election shall remain in effect for that contract year, and shall continue from contract year to contract year unless a member submits a different written option prior to August 1 for the next contract year

4.03 A unit member who is absent from work and is to be docked a day's pay shall lose 1/181 of the yearly salary for each day not worked.

4.04 Bargaining unit members who have served in the Malden Public School System shall be eligible for salary increments after years of service in accordance with the following criteria:

- a. The 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> year must be completed before the respective increments are granted.
- b. A unit member must work 91 days during the applicable year to receive credit for that year for the purposes of longevity. Time spent on paid leaves of absence counts toward the 91 days. Time spent on unpaid leaves of absence does not count except as explained in c.
- c. A unit member shall receive service credit for up to one year only for time spent on unpaid leave(s) of absence(s).
- d. Increments shall be granted only at the beginning of a school year and shall be based on the following schedule for the 2014-2015 school year.

10 <sup>th</sup> year completed	\$600
15 <sup>th</sup> year completed	\$750
20 <sup>th</sup> year completed	\$950

#### **ARTICLE 5: HOURS AND WORK YEAR**

5.01 The workday for unit members is as follows:

High School	7:30 – 2:45
Middle School	7:45 – 2:45
Elementary	8:15 – 2:45

5.02 Members will be compensated pro rata for work required beyond these times.

5.03 The work year for unit members shall be 181 days.

5.04 Unit members shall be allowed to leave at the end of the student day on Friday or on the day immediately preceding a vacation period.

5.05 Each unit member shall receive duty-free lunch period equal in length to the teacher lunch.

5.06 Each unit member shall have a 15-minute break each day.

5.07 Paraprofessional serving as substitutes at the Middle and High Schools shall have a student ratio of one paraprofessional for each 75 students. If only one paraprofessional is initially assigned the ratio shall be 50 to one.

5.08 Any time a Paraprofessional is assigned to substitute for a teacher s/he shall be paid an additional \$15.00 per hour for a paraprofessional who is certified and an additional \$12.00 per hour for a paraprofessional who is not certified.

## **ARTICLE 6: EMPLOYMENT**

6.01 Should the Committee decide to reduce the number of people in the bargaining unit, the following definitions and procedures shall apply.

6.01.01 Definitions:

Seniority: Length of continuous service in the bargaining unit measured from the first day worked. Unpaid leaves shall not count toward seniority but shall not be considered a break in continuous service. Ties will be broken in a one-time lottery to establish a list.

Recall: The period of time during which a bargaining unit member laid off pursuant to this article has first refusal of available vacancies in the unit.

6.01.02 Procedure:

1. First, volunteers for layoff shall be sought.
2. If a further need for layoffs continues, then the least senior member of the unit shall be laid off first and layoffs shall continue in the reverse order of seniority.
3. A person laid off shall have recall rights for a period of two (2) years from the effective date of the lay-off. A paraprofessional who refuses a recall assignment shall have the right to have one other job offer pursuant to this recall provision.

A laid-off employee will have one week from the post marked date of written notice to contact the Superintendent and/or his/her designee to verbally accept the offered position. Said employee must then follow-up in writing with his/her intention to accept the position. Such letter shall be received within two (2) weeks of the post marked date of the original notice.

4. During the recall period, the laid off employee shall be eligible to continue in the group health and life insurance plans provided the unit member pays the full premium.

5. The order of recall shall be the reverse order of lay-off. The last person laid off shall be the first recalled.



6. If a paraprofessional bumps into a position in which a certification is required (i.e., pre-kindergarten and kindergarten aide) the paraprofessional has to make significant progress within one year at their own expense to acquire the appropriate certification. If significant progress is not made the paraprofessional will be laid off at the end of that school year.

6.02 The daily assignment for a paraprofessional cannot be changed except in cases of emergency. When an emergency situation exists that necessitates a reassignment, the principal shall issue a written statement for the change filed at the Superintendent's Office with a copy to the Association. Paraprofessionals assigned to classrooms are not to be reassigned to do clerical work.

6.03 A unit member shall be eligible for a one-year leave of absence, without pay, and the School Committee will make every effort to return the paraprofessional to the same position he/she held prior to the leave. Leave shall include leave of absence for up to one year for the purpose of childbearing. This shall apply to both natural and adopted parents.

#### **ARTICLE 7: VACANCIES AND TRANSFERS**

7.01 All vacancies shall be posted at least ten (10) days before they are to be filled. The posting shall include the duties, job location and deadline for application. Bargaining unit members shall receive an interview by the Principal. The Principal in his/her sole discretion will be allowed to fill the position from any applicant.

7.02 Nothing contained herein shall limit the right of a principal to reassign bargaining unit members within the principal's jurisdiction or limit the authority of the principal to hire or dismiss personnel assigned to the building as provided in the Massachusetts General Laws.

7.03 Nothing contained herein shall be interpreted to require the Committee to fill any particular position. The Committee may, at its discretion choose to fill a vacancy or to delete a position as it deems appropriate.

#### **ARTICLE 8: EVALUATION**

8.01 A joint labor management committee will be formed consisting of 3 members of the union and 3 members of the administration to review and make recommendations for a new evaluation instrument. The Committee shall report out its recommendations by December 2015.

8.02 Evaluations of employees will be conducted in accordance with the following procedures:

1. All monitoring or observation of the work performance of an employee conducted openly and with the full knowledge of the employee.

2. The employee shall have the right to identify any constraints which the employee believes may inhibit his/her ability to meet the evaluation criteria.
3. The employee will be observed and a written report prepared at least once every two (2) years. No employee will be observed prior to October 1<sup>st</sup>. The written evaluation shall be completed by June 1.
4. Before an observation, the evaluator will inform the employee about the evaluation procedure, including the criteria contained in the evaluation form.
5. The written evaluation report shall be provided to the employee within five (5) school days of the observation. The evaluation report shall be signed by the supervisor and the employee with the express understanding that the employee's signature in no way indicates agreement with the contents thereof.
6. The evaluator shall meet with the employee to explain and discuss the evaluation within five (5) school days of the date the evaluation report is provided to the employee.
7. The employee may respond to the evaluation report and such response will be attached to the evaluation report and placed in the employee's personnel file.
8. The evaluator shall be trained in general principles of supervision, observation and evaluation.

8.03 Any complaints about a unit member will be promptly called to the unit member's attention unless deemed to be without merit or foundation by the member of the school department receiving the complaint.

8.04 During the first year of employment with the School Department, a member of this unit shall be considered a probationary employee and employment may be terminated at the discretion of the employer at any time during such period. Thereafter, no unit member will be disciplined, reprimanded or reduced in rank or compensation without just cause.

8.05 No material dealing with a paraprofessional's conduct, service, character or personality will be placed in her/his personnel file unless the paraprofessional has had an opportunity to review such material.

## **ARTICLE 9: BENEFITS**

9.01 Each bargaining unit member shall be eligible to participate in all insurance programs offered to the employees of the City of Malden.

9.02 Each bargaining unit member shall have fifteen (15) paid sick days available each year with accumulation without limit. Sick leave is for personal illness, however up to ten (10) days

of sick leave may be used for the illness of a family member of a paraprofessional's household or immediate family member. With the approval of the Superintendent up to five (5) days of sick leave may be used for illness of a significant friend residing outside of a paraprofessional household.

9.03 Each member of the bargaining unit shall have three (3) personal days available each year to conduct business which cannot be effectively conducted outside the normal workday. If a unit member does not use these personal days in the school year, the days will be credited to the unit member's sick leave account.

9.04 Each bargaining unit member shall be entitled to five (5) paid bereavement days each year for the death of a spouse, mother, father, sister, brother, grandmother, grandfather, child, mother-in-law or father-in-law. In addition, each bargaining unit member shall be entitled to three (3) paid bereavement days each year for the death of a grandmother or grandfather of a spouse, an aunt, uncle, sister-in-law or brother in law.

9.05 A bargaining unit member serving on jury duty shall receive the difference between the member's daily salary and the amount received while on the jury, excluding meals and travel expenses.

9.06 A unit member who has served for more than ten (10) years in the Malden School System shall be eligible to sell back unused sick days at the time of retirement. Should an employee die while a member of the bargaining unit, the employee's estate will receive compensation under this section as if the employee had retired. All unused sick leave shall be surrendered at the rate of \$10 per day.

9.07 A committee composed of the Superintendent or his designee and three paraprofessionals chosen by the Association shall meet to discuss training programs for professional development days.

9.08 The committee will print agreement in booklet form.

9.09 A seniority list stating the unit members' date of hire shall be published and updated no later than January 31 of any work year.

9.10 Paraprofessionals shall be covered by Workers Compensation pursuant to Massachusetts General Laws, chapter 152.

9.11 Paraprofessionals shall be entitled to one professional day to attend a seminar or workshop with the approval of the principal.

9.12 An employee shall be entitled to maternity leave in compliance with the terms of Section 10D of Chapter 149 of the Massachusetts General Laws and the regulations of the Massachusetts Commission Against Discrimination. Employees will be allowed to access accrued sick time for up to eight (8) weeks.

**ARTICLE 10: SICK LEAVE BANK**

There shall be a Sick leave Bank available to all members of the bargaining unit. The “bank” and membership in it shall be established in the following manner:

Each member of the bargaining unit will have one sick day deducted from the yearly allotment to initially implement the bank.

All bargaining unit members shall participate in and be eligible for bank benefits.

Should the bank fall below 100 days, each unit member will be assessed to contribute a sick day. If a member has no sick days that member will be assessed the day owed at the end of September the following year. Should the member leave the school system before repaying the day that member shall lose one day’s pay.

A newly hired paraprofessional will be assessed the sick day and be eligible for benefits after 30 days employment.

The Sick leave Bank Committee shall administer the bank consistent with the policies found in 18.02 of the Teachers’ Agreement.

**ARTICLE 11: DUES DEDUCTION**

11.01 The committee agreed to deduct from the salary of any employee who individually authorizes it, dues for the Malden Education Association, Massachusetts Teachers Association, and National Education Association. The deductions shall be made in accordance with Chapter 180 as amended by Chapter 113 of the Acts of 1973 as follows:

11.01.01 New members shall submit the following “Dues Authorization Card”.

**DUES AUTHORIZATION CARD**

Name\_\_\_\_\_

Address\_\_\_\_\_

I hereby request and authorize the Malden Public School Committee to deduct from my earnings and transmit to the Malden Education Association \_\_\_\_\_ dollars starting with the second paycheck of each succeeding month through April. I understand that the Committee will discontinue such deductions if I notify the committee in writing to do so not less than sixty (60) days before such desired discontinuance. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the school committee and all its officers from any liability therefore.

Dated:\_\_\_\_\_

Paraprofessional’s signature\_\_\_\_\_

11.01.02 Continuing members shall not fill out a dues card but shall have their deductions continued from year to year in accordance with Chapter 180, section 17C which says:

Section 17C of Chapter 180 of the General Laws: Deductions on payroll schedules may be made from the salaries of a school teacher for the current dues of teacher associations, local, state or national, as authorized by such teacher in writing to the city, town, or district school committee by which he is employed. Any such authorization may be withdrawn by such teacher by giving at least sixty days notice in writing of such withdrawal to said school committee. The specific amount of current dues of each of said associations shall be certified to the school committee by the local association treasurer on or before September fifteenth of the school year.

11.02 The Association will certify to the committee in writing the rate and changes in the membership dues.

11.03 Deductions referred to in 11.01 will be made in a manner agreeable to the parties.

11.04 No later than December 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for the Association. The Committee will notify the Association monthly of any changes in said list. Deductions shall continue to be made and authorizations therefore shall remain in effect until (a) the termination of the Agreement between the Committee and the Association providing for such deductions; (b) written revocation of the authorization; (c) transfer of a paraprofessional out of the bargaining unit; or (d) knowledge by the Committee that the paraprofessional is no longer a member of the Association.

## **ARTICLE 12: CONTINUITY OF EMPLOYMENT**

12.01 In recognition of the provisions of Sections 178M and 178N of Chapter 763, Acts of 1965 of the General Court, the Association agrees that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike, sit down, stay in, slow down, work stoppage, withholding of services, concerted unauthorized absences, or any other interference with assigned or expected work.

12.02 The Association further agrees that should any strike, sit down, stay in, slow down, work stoppage, withholding of services or any other interference occur, (regardless of the lack of Association connection with such activity) it shall put forward every effort, immediately to have such illegal activity terminated, including ordering the persons concerned to return to work.

12.03 Any individual who violates the provisions of this Article will be deemed by the parties to have resigned voluntarily.

12.04 It is agreed that in the event of an alleged breach of Sections 13.01 or 13.02 the Committee may seek its redress through the grievance procedure of this Agreement by filing an action in an appropriate court, or by exercise of any of its rights.

**ARTICLE 13: AGENCY FEE**

13.01 The committee will require as a condition of employment that each member of the bargaining unit pay an agency service fee. The fee shall be set pursuant to law and to the regulations of the State Labor Relations Commission. The fee shall be due no later than forty-five (45) calendar days following the first day of the work year or forty-five (45) calendar days following the first day worked in the bargaining unit. If, after the 45<sup>th</sup> calendar day that the fee was due, the fee has not been paid to the Association or the fee has not been placed in escrow pending a challenge of the fee before an appropriate tribunal, the Association shall so notify the Superintendent. The Superintendent shall notify the unit member that unless the fee is paid within forty-five (45) calendar days the Committee will suspend the paraprofessional without pay and seniority until the fee is paid, up to a maximum of ten (10) workdays suspension.

**ARTICLE 14: PROFESSIONAL DEVELOPMENT**

Paraprofessionals shall be allowed with no loss of pay to attend workshops, seminars, conferences and other professional development sessions authorized or required in writing to attend by the Superintendent or his/her designee.

**ARTICLE 15: SCHOOL NURSE COVERAGE**

Under no circumstances shall a paraprofessional be required to cover for a school nurse.

**ARTICLE 16: HEALTH INSURANCE**

Paraprofessionals will enroll in the health insurance plan attached as Exhibit A effective July 1, 2011.

**ARTICLE 17: DURATION**

17.01 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to current or hereafter enacted laws or regulations, then such provision or application shall be invalid, except to the extent permitted by law but all other provisions of applications will continue in full force and effect.

17.02 This Agreement shall continue in force and effect until August 31, 2017, unless sooner terminated or extended by agreement of the parties hereto, or unless sooner terminated by operation of law or decree or judgment or any governmental authority having jurisdiction thereof. IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

17.03 The parties agree to re-open the Contract in the second or third year if the City of Malden receives \$32,462,866 or less in Chapter 70 aid. The parties further agree that the Collective Bargaining Agreement will remain in full force and effect unless and until modified in these re-opened negotiations.

17.04 This contract may be opened for any impact that ESEA may have on paraprofessionals.

Signed on this 30 day of June, 2016.

  
\_\_\_\_\_  
Malden School Committee

  
\_\_\_\_\_  
Bonnie Page  
President  
Malden Education Association  
for Paraprofessionals

## APPENDIX A: SALARIES

2014-2015

14-15	as of 7/1/2014 No HQ	as of 7/1/14 w/ HQ \$800	ANNUAL as of 7/1/2014 w/ AD \$1000	ANNUAL as of 7/1/2014 w/ BD \$2000	ANNUAL as of 7/1/2014 w/ Teach Lic \$3,000
Step 1	\$17,631.61	\$18,523.37	\$18,746.35	\$19,861.26	\$20,976.16
Step 2	\$18,265.98	\$19,158.44	\$19,381.41	\$20,496.31	\$21,610.13
Step 3	\$18,899.24	\$19,791.29	\$20,014.29	\$21,129.19	\$22,244.09
Step 4	\$19,533.63	\$20,425.27	\$20,648.25	\$21,763.16	\$22,878.06
Step 5	\$20,168.00	\$21,060.33	\$21,283.30	\$22,398.22	\$23,513.12
Step 6	\$20,802.39	\$21,694.29	\$21,917.27	\$23,032.17	\$24,147.08
Step 7	\$21,435.66	\$22,327.17	\$22,550.15	\$23,665.05	\$24,779.95
Step 8	\$22,070.04	\$22,962.22	\$23,185.20	\$24,300.11	\$25,415.01
Step 9	\$22,704.41	\$23,596.18	\$23,819.17	\$24,934.07	\$26,048.98
Step 10	\$23,339.15	\$24,231.24	\$24,454.22	\$25,569.14	\$26,684.04



**2015 – 2016**

<b>15-16</b>	<b>as of 07/01/2015</b>	<b>as of 07/01/2015</b>	<b>ANNUAL as of 07/01/2015</b>	<b>ANNUAL as of 07/01/2015</b>	<b>ANNUAL as of 07/01/2015 w/ Teach Lic \$3000</b>
	<b>No HQ</b>	<b>w/ HQ \$800</b>	<b>w/ AD \$1000</b>	<b>w/ BD \$2000</b>	
<b>Step 1</b>	<b>\$17,631.61</b>	<b>\$19,403.84</b>	<b>\$19,631.27</b>	<b>\$20,768.48</b>	<b>\$21,905.68</b>
<b>Step 2</b>	<b>\$18,265.98</b>	<b>\$20,051.60</b>	<b>\$20,279.04</b>	<b>\$21,416.23</b>	<b>\$22,552.33</b>
<b>Step 3</b>	<b>\$18,899.24</b>	<b>\$20,697.12</b>	<b>\$20,924.57</b>	<b>\$22,061.77</b>	<b>\$23,198.97</b>
<b>Step 4</b>	<b>\$19,533.63</b>	<b>\$21,343.77</b>	<b>\$21,571.21</b>	<b>\$22,708.42</b>	<b>\$23,845.62</b>
<b>Step 5</b>	<b>\$20,168.00</b>	<b>\$21,991.53</b>	<b>\$22,218.97</b>	<b>\$23,356.19</b>	<b>\$24,493.38</b>
<b>Step 6</b>	<b>\$20,802.39</b>	<b>\$22,638.17</b>	<b>\$22,865.62</b>	<b>\$24,002.81</b>	<b>\$25,140.02</b>
<b>Step 7</b>	<b>\$21,435.66</b>	<b>\$23,283.71</b>	<b>\$23,511.15</b>	<b>\$24,648.35</b>	<b>\$25,785.55</b>
<b>Step 8</b>	<b>\$22,070.04</b>	<b>\$23,931.46</b>	<b>\$24,158.91</b>	<b>\$25,296.12</b>	<b>\$26,433.31</b>
<b>Step 9</b>	<b>\$22,704.41</b>	<b>\$24,578.10</b>	<b>\$24,805.56</b>	<b>\$25,942.75</b>	<b>\$27,079.96</b>
<b>Step 10</b>	<b>\$23,339.15</b>	<b>\$25,225.87</b>	<b>\$25,453.31</b>	<b>\$26,590.52</b>	<b>\$27,727.72</b>

**2016-2017**

<b>16-17</b>	<b>as of 07/01/2016</b>	<b>as of 07/01/2016</b>	<b>ANNUAL as of 07/01/2016</b>	<b>ANNUAL as of 07/01/2015</b>	<b>ANNUAL as of 07/01/2016 w/ Teach Lic \$3000</b>
	<b>No HQ</b>	<b>w/ HQ \$800</b>	<b>w/ AD \$1000</b>	<b>w/ BD \$2000</b>	
<b>Step 1</b>	<b>\$19,374.12</b>	<b>\$20,301.92</b>	<b>\$20,533.90</b>	<b>\$21,693.85</b>	<b>\$22,853.79</b>
<b>Step 2</b>	<b>\$20,034.12</b>	<b>\$20,962.64</b>	<b>\$21,194.62</b>	<b>\$22,354.56</b>	<b>\$23,513.38</b>
<b>Step 3</b>	<b>\$20,692.97</b>	<b>\$21,621.06</b>	<b>\$21,853.06</b>	<b>\$23,013.01</b>	<b>\$24,172.95</b>
<b>Step 4</b>	<b>\$21,352.99</b>	<b>\$22,280.65</b>	<b>\$22,512.64</b>	<b>\$23,672.59</b>	<b>\$24,832.53</b>
<b>Step 5</b>	<b>\$22,012.99</b>	<b>\$22,941.36</b>	<b>\$23,173.34</b>	<b>\$24,333.31</b>	<b>\$25,493.25</b>
<b>Step 6</b>	<b>\$22,673.01</b>	<b>\$23,600.94</b>	<b>\$23,832.93</b>	<b>\$24,992.87</b>	<b>\$26,152.82</b>
<b>Step 7</b>	<b>\$23,331.86</b>	<b>\$24,259.39</b>	<b>\$24,491.38</b>	<b>\$25,651.32</b>	<b>\$26,811.26</b>
<b>Step 8</b>	<b>\$23,991.87</b>	<b>\$24,920.09</b>	<b>\$25,152.08</b>	<b>\$26,312.04</b>	<b>\$27,471.98</b>
<b>Step 9</b>	<b>\$24,651.87</b>	<b>\$25,579.67</b>	<b>\$25,811.67</b>	<b>\$26,971.61</b>	<b>\$28,131.56</b>
<b>Step 10</b>	<b>\$25,312.25</b>	<b>\$26,240.38</b>	<b>\$26,472.38</b>	<b>\$27,632.33</b>	<b>\$28,792.27</b>

Retroactive to July 1, 2008 the premium contribution rate for the employer and employee will change to:

Employer contribution:	82.5%
Employee contribution:	17.5%

Co-Pays effective January 1, 2009

Co-pays will be as follows:

Office Visit	\$15
Emergency Room	\$75
Prescription medication:	10/20/40
Mail order prescription:	20/40/120

Paraprofessionals shall be paid the following upon attainment of additional qualifications. Half payment will be made in December and half the payment will be made on the last pay period of the year.

Highly Qualified:	\$800.00
Associates degree:	\$1,000.00
Bachelor's degree:	\$2,000.00
Teacher Licensure:	\$1,000.00 over the Bachelor's stipend

Bargaining unit members shall receive compensation for in-service credit as follows:

10 Credits	\$200
20 Credits	\$400
30 Credits	\$600

## **APPENDIX B**

### Equal Work Case

The Association agrees that this Agreement constitutes full and final settlement of the so-called equal work case. Neither the Association nor its agents nor its members will continue or reinstate this action upon ratification of this Agreement by both parties. The case filed in Middlesex Superior Court shall be dismissed with prejudice.

**APPENDIX C: Side Letter Extended Learning Time Schools**

Side Letter - Ferryway School

The Malden School Committee (Committee) and the Malden Education Association (Association) enter into this agreement to amend the Unit C Collective Bargaining Agreement as follows:

For the Ferryway School, academic year 2015-2016, the following modifications will be made if there is funding from the state at the rate of a minimum of \$1150 per pupil. If there is not the above mentioned minimum funding for this initiative, this agreement will be null and void.

1. Work Hours

All Unit C members assigned to the Ferryway School for the 2015-2016 academic year shall be required to work the following schedule:

7:40 report to school

7:45 school doors will open, teachers on duty 3:30 student and teacher dismissal

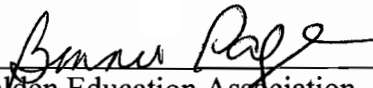
All Unit C shall be dismissed at 2:30 on the first teacher day of the school year, the three (3) teacher professional development days, the five (5) student early release days and the last day of the school year.

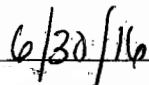
2. Faculty Meetings

Faculty meetings will take place on release days and not after teacher dismissal.

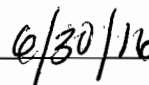
3. Compensation

All Unit C members assigned to the Ferryway School shall be paid an additional 16% of their salary schedule for the 2015-2016 school year.

  
Malden Education Association

  
Date

  
Malden School Committee

  
Date

**Side Letter - Salemwood School**

The Malden School Committee (Committee) and the Malden Education Association (Association) enter into this agreement to amend the Unit C Collective Bargaining Agreement as follows:

For the Salemwood School, academic year 2015-2016, the following modifications will be made if there is funding from the state at the rate of a minimum of \$1150 per pupil. If there is not the above mentioned minimum funding for this initiative, this agreement will be null and void.

1. Work Hours

All Unit C members assigned to the Salemwood School for the 2015-2016 academic year shall be required to work the following schedule:

- 7:35 report to school
- 7:40 school doors will open, teachers on duty
- 3:25 student and teacher dismissal

All Unit C shall be dismissed at 2:30 on the first teacher day of the school year, the three (3) teacher professional development days, the five (5) student early release days and the last day of the school year.

2. Faculty Meetings

Faculty meetings will take place on release days and not after teacher dismissal.

3. Compensation

All Unit C members assigned to the Salemwood School shall be paid an additional 16% of their salary schedule for the 2015-2016 school year.

  
Malden Education Association

6/30/16  
Date

  
Malden School Committee

6/30/16  
Date