

AGREEMENT

BY AND BETWEEN THE

BROCKTON SCHOOL COMMITTEE

(HEREINAFTER REFERRED TO AS THE “COMMITTEE”)

AND THE

BROCKTON EDUCATION PARAPROFESSIONAL ASSOCIATION

(HEREINAFTER REFERRED TO AS THE “UNION”)

September 1, 2018 to August 31, 2021

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CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made and entered into this fifth day of February 2019, by the SCHOOL COMMITTEE OF THE CITY OF BROCKTON (hereinafter referred to as the "Committee") and the BROCKTON EDUCATION PARAPROFESSIONAL ASSOCIATION, affiliated with the Massachusetts Teachers' Association and the National Education Association (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent of all Paraprofessionals employed by the Committee. The word "Paraprofessionals" as used herein shall mean and include all of those persons employed by the Committee who perform Paraprofessional duties in the Brockton Public Schools whether or not any such persons perform any clerical, educational or instructional services as a part of their duties.

The Committee agrees not to negotiate with any representative of the Paraprofessionals other than the Association for the duration of this Contract.

ARTICLE II PROTECTION

Persons employed as Paraprofessionals shall be entitled to the following provisions:

- A. Paraprofessionals will immediately report all cases of assault suffered by them in connection with their employment to their principal in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the Paraprofessional for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the Paraprofessional, police and the courts.
- C. The Committee shall indemnify and hold harmless employees to the fullest extent permitted by Chapter 258 of the Massachusetts General Laws.

ARTICLE III NEGOTIATION PROCEDURE

- A.
 1. Not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over 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 any matters covered by this Agreement and any other matters which the parties mutually agree are negotiable or which are by law held to be negotiable. Any Agreement so negotiated will apply to all Paraprofessionals covered by this Agreement and will be reduced to writing and signed by the Committee and the Association.
 2. During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counterproposals. Either party

may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- B. Before the Committee adopts a change in policy which affects wages, hours or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, 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.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV **GRIEVANCE PROCEDURE**

A. Definitions

- 1. A “grievance” is defined as a complaint by the Association, the Committee, and Paraprofessional or a group of Paraprofessionals, based upon an alleged violation or variation from the provisions of the Agreement or the interpretation or application thereof. The grievance must be reduced to a written statement and must contain the nature and facts of the grievance, the section of the contract allegedly violated and the remedy sought.
- 2. A “party in interest” is the person or persons making the claim, the Association, the Committee, and/or any person who might be required to take action or against whom action might be taken in order to resolve a claim.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of Paraprofessionals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained will be construed as limiting the right of any Paraprofessional having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the Paraprofessional, the Association will be given the opportunity to be present at the final adjustment and to state its view.

C. Procedure

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1, which if left unresolved until the

beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

- 1. LEVEL ONE** - A Paraprofessional or a group of Paraprofessionals with a grievance will first discuss it with the principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally.
- 2. LEVEL TWO** –
 - (a) If the aggrieved person or persons are not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, they may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee may refer it to the Superintendent of Schools or designated representative.
 - (b) The Superintendent or designated representative will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent or designated representative, the Superintendent or designated representative will meet with the aggrieved person or persons in an effort to resolve it.
 - (c) If a Paraprofessional or group of Paraprofessionals do not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent or designated representative within thirty (30) school days after the Paraprofessional or Paraprofessionals knew or could with diligence have known of the act or condition on which the grievance is based then the grievance will be considered waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.
- 3. LEVEL THREE** - Level Three is available for grievances which concern matters which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. The following areas shall be excluded from Level Three grievances: matters involving disciplinary or operational matters.
 - (a) If the Association or the aggrieved person or persons are not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after they have first met with the Superintendent or designated representative, he/she may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent or designated representative or fifteen (15) school days after he/she has met with the Superintendent or designated representative, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the School Committee. Within ten (10) school days after receiving the written grievance, the School Committee will meet with the aggrieved person for the purpose of resolving the grievance.
 - (b) In the event that the Committee has a grievance against the Association and/or its members, the grievance will commence at Level Three. The Committee will notify the Association in writing relative to the alleged grievance. Within five (5) school days after receiving the written grievance the Chairman of the PR&R Committee and the Executive Secretary will meet with the Committee for the purpose of resolving the grievance.

4. LEVEL FOUR –

- (a) If the Association or the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the School Committee, he/she may, within five (5) school days after a decision by the School Committee or fifteen (15) school days after he/she has first met with the School Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his/her grievance to arbitration. The PR&R Committee may, if it so desires, submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- (b) If the Committee is not satisfied with the disposition of the grievance at Level III, or if no agreement has been reached with the Association within ten (10) school days after the Association met with the Committee, the Committee, may, within five (5) school days after the Level III disposition, or fifteen (15) school days after the Association met with the Committee, whichever is sooner, request in writing that the grievance matter be submitted to arbitration. The Committee may, if it so desires, submit the grievance to arbitration within fifteen (15) school days.
- (c) Within ten (10) school days after such written notice of submission to arbitration, the School Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (d) The arbitrator so selected will confer with representatives of the School Committee and the PR&R Committee and hold hearings (which at the request of either party may be public) promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then, from the date the statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the arbitrator shall be submitted to the School Committee and to the Association, and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the School Committee or the proper exercise of its judgment and discretion under law and this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

- (e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

D. Rights of Paraprofessionals to Representation

- 1. No reprisals of any kind will be taken by the School Committee, by any member of the administration or by the Association against any party in interest, any school representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing except that he/she may not be represented by a representative or an officer of any organization other than the Association. When a Paraprofessional is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of Paraprofessionals, the processing of such grievance may be commenced by the aggrieved person or by the Association at Level Two, and the Superintendent or designated representative will meet with the aggrieved person or persons and/or the Association's representative. The PR&R Committee may process such a grievance through all levels of the procedure even though the aggrieved person or persons may not wish to do so.
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. A decision in favor of the aggrieved person or persons shall provide appropriate restitution or other remedy for the period starting with the official filing of the grievance. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (c).
3. Unless requested to do otherwise by the Paraprofessional in question, any documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said Paraprofessional.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. No grievance of any nature whatsoever shall be processed under the grievance or arbitration provisions of this Article unless the employee shall first, in writing, waive his/her right to process such grievance under the laws of the Commonwealth of Massachusetts or any court or administrative agency of the Commonwealth or the United States. No grievance of any nature whatsoever which has been or is being adjudicated under the laws of the Commonwealth or before an administrative agency may be taken up and determined under the grievance and arbitration provisions of this Agreement.

ARTICLE V **SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached and made a part hereof.
- B. Salary payment of Paraprofessionals will be determined by multiplying the total number of hours per week worked by the appropriate hourly rate and payment will be made on a weekly basis for each week that school is in session.
- C. Effective July 1, 2016, all employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate by providing the necessary account information to the School Department. An alternative electronic payment method, via a card supplied by the School Department, will be provided free of charge to any employee who does not have the required bank account for direct deposit. An

optional program regarding the School Department's online payroll data system will be offered to employees prior to the effective date above.

- D. When employees are directed to travel by using their own vehicle during the work day, they must submit an expense reimbursement form, as available from Accounts Payable, within **two (2) pay periods** of the travel being incurred so as to be properly reimbursed.

ARTICLE VI **EMPLOYMENT**

- A. Credit of one year will be given for military experience upon initial employment.
- B.
 - 1. Paraprofessionals with previous Paraprofessional experience in the Brockton School System will, upon returning to the system, receive full credit on the salary schedule for all the Brockton Paraprofessional experience.
 - 2. Paraprofessionals who leave the employment of the School Department of the City of Brockton for the purpose of taking other employment must immediately submit a letter of resignation. Failure to submit such letter of resignation within a suitable period of time, but in no case for a period of time longer than two weeks, will result in an automatic termination of employment.
 - 3. Paraprofessionals who become paraprofessionals directly from related positions in the Brockton Public Schools outside the bargaining unit, such as school lunch attendants, custodians, secretaries, and monitor teaching assistants shall be placed on the salary schedule step and lane which reflects his/her experience in those identical or related positions and educational achievement. At the Superintendent's discretion, a newly-hired Paraprofessional with related work experience outside the Brockton Public Schools, may be placed on Step 2 of the salary schedule, with notification of said placement to the Association. The seniority of all Paraprofessionals, however, will only include consecutive time spent as a Paraprofessional in the Brockton Public Schools.
- C. A Paraprofessional who will be absent on a scheduled work day is expected to provide timely notification of her/his absence. The failure of a Paraprofessional to provide such notification without sufficient justification may subject her/him to discipline, up to and including discharge.

ARTICLE VII **ASSIGNMENT**

- A. Paraprofessionals, other than newly appointed Paraprofessionals, will be notified in writing as to the schools to which they will be assigned and if possible, the grade in which they will assist as soon as practicable and under normal circumstances not later than July 1.
- B. Paraprofessional assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status or gender identity.
- C. Whenever any vacancy in a position occurs during the year, the position will be adequately publicized by the administration and the President of the Association will be notified of the vacancy as far in advance of the appointment as possible. The qualifications for the position and its duties will be clearly set forth. The qualifications set forth for a particular position will not be changed unless the Association has been notified in advance of such changes and the reasons thereof. Applications for any position should be filed in writing. All vacancies

will be posted for five (5) work days during the school year and one (1) calendar week during the summer months.

- D.** Paraprofessionals will be given adequate opportunity to make application for these positions, and the Committee agrees to give due weight to the professional positions and attainments of all applicants, the length of time each has been in the school system and other relevant facts. The decision of the Committee will not be subject to arbitration.
- E.** Paraprofessionals who wish to receive notification of vacancies during the summer months will be required to leave either their personal e-mail address or two self-addressed, stamped envelopes in the Human Resources Office.
- F.** Newly appointed Paraprofessionals cannot apply for a new position until after their first anniversary date or at the discretion of the Superintendent and/or his/her designee, which discretion shall not be unreasonably withheld. This provision shall not apply to someone who has served at least one year and who is then laid-off and recalled to a position.
- G.** Paid Paraprofessional positions in Brockton programs outside of the normal school day will, to the extent possible, be filled first by regularly appointed Paraprofessionals in the Brockton School System. In filling such positions, consideration will be given to a Paraprofessional's regular position, quality of performance, attendance record, length of service in the Brockton School System, and previous work in similar positions.
- H.** Paraprofessionals will be given adequate opportunity to apply for positions in summer programs, and Paraprofessionals who do so apply will be given consideration when filling said positions.

ARTICLE VIII **EVALUATION**

- A.** All monitoring or observation of the work performance of a Paraprofessional will be conducted openly and with full knowledge of the Paraprofessional. Within a reasonable length of time, Paraprofessionals will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such reports with their superiors. Paraprofessionals will have the right, on written request, to review and respond to the contents of their personal files.
- B.** Paraprofessionals with fewer than three years of experience as of November 1st of each school year will be evaluated each year by the building Principal or Administrator in November or December and in March or April. A copy of the evaluation sheet will be forwarded to the office of the designated representative of the Superintendent and a copy shall be retained on file in the Principal's office. Each evaluation report of a Paraprofessional shall be signed by the Paraprofessional, not to indicate that he/she necessarily agrees with the evaluation, but as indication that he/she has seen it. Paraprofessionals employed three years or more as of November 1st of each school year shall be evaluated once per year in March or April. If a Paraprofessional disagrees with an evaluation, he/she may respond in writing within ten (10) school days. The evaluator will receive a copy of said response to be signed and the response will then be attached to the evaluation in the personnel file of the Paraprofessional.
- C.** No material derogatory to a Paraprofessional's conduct, service, character or personality will be placed in his/her personnel file unless the Paraprofessional has had an opportunity to review the material.
- D.** Any written complaint, or complaint which the employer intends to investigate further or which may lead to discipline, regarding a Paraprofessional, made to any member of the administration by a parent, student, or other person will be promptly called to the attention of the Paraprofessional.

- E. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a Paraprofessional for delinquency of professional performance. If a Paraprofessional is to be disciplined or reprimanded by the Superintendent or his designee, however, he/she may request that a representative of the Association be present.
- F. For the first ninety (90) school days of her/his employment (assuming that these ninety school days occur within one school year), a Paraprofessional will be an employee at will who may be terminated for any reason. After her/his first ninety (90) school days of employment (assuming that these ninety (90) school days occur within one school year), a Paraprofessional may not be terminated within a school year, or otherwise disciplined, without just cause. A Paraprofessional may be non-renewed at the conclusion of her/his first full school year for any reason, and such non-renewal shall not be considered discipline within the meaning of the previous sentence. A Paraprofessional who has been employed for at least one (1) full school year, and who begins to serve a second school year, will retain just cause protection against discipline and discharge, and may no longer be non-renewed at the conclusion of a school year.
- G. The Committee will implement a training and orientation program for all newly hired Paraprofessionals, to take place during their first ninety days of employment, which will give to the Paraprofessionals a clear explanation of their job duties and how those duties are to be carried out.

ARTICLE IX
TEMPORARY LEAVES OF ABSENCE

- A. Paraprofessionals will be entitled to the following temporary leaves of absence, with pay, each school year:
 - 1. Time necessary for appearance in any legal proceedings connected with the Paraprofessional's employment or with the school system or in any legal proceedings connected with the Paraprofessional's employment if the Paraprofessional is required by law to attend. Time necessary for legal proceedings not connected with the Paraprofessional's employment may be granted at the discretion of the Superintendent of Schools or his designee.
 - 2. Up to four (4) days at any one time in the event of death of a Paraprofessional's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling and grandchild.
 - 3. Up to one (1) day in the event of the death of a grandparent, uncle, aunt, brother-in-law, sister-in-law, niece, nephew, first cousin or any individual living in the immediate household.
 - 4. Bereavement leave or additional bereavement leave may, when necessary, be granted by the Superintendent or his designee.
 - 5. Maximum of seventeen (17) days per school year for persons called into temporary active duty or any unit of the United States Reserves of the State National Guard, providing such obligations cannot be fulfilled on days when school is not in session. Paraprofessionals will receive their full School Department pay during the term of the temporary active duty, less any compensation from Federal, State or County government.
 - 6. For purposes of leave taken under Section A, all applications must also be approved by the Executive Director of Human Resources.

- B. Paraprofessionals may be requested to submit a medical certificate of good health after either a prolonged illness or a number of absences. The request will be made at the discretion of the Superintendent of Schools or his designee.
- C. Three (3) days leave of absence, without loss of pay, for personal, legal, business, household or family matters which require absence during school hours. If a Paraprofessional is hired after January 31st of the school year, that Paraprofessional will only receive one day leave of absence for their first year of employment. If a Paraprofessional does not use one (1) or both of her/his personal days within the given year, that day or those days may be carried over into the following year as sick days. Application for personal leave will be made in writing to the Principal at least twenty-four (24) hours before taking such leaves (except in the case of emergencies) and the applicant for such leave will be required to state the reason for taking such leave (except in personal matters). All applications for leave under this section will be kept on file in the Office of the Principal, a copy will be forwarded to the Human Resources Office, and, upon request, will also be forwarded to the Office of the Superintendent of Schools. Leaves of absence taken under this provision will not normally be taken on the day before or after a legal holiday or before or after a day on which there is no school. Personal leave days under this section are not to be taken for vacation or recreational purposes and are not normally to be taken on the school day before or after a contractual non-work day or the school day before or after a school vacation period.

For the purpose of the Article, personal, legal, business, household or family matters refer to the protection of the immediate well-being and/or property of the Paraprofessional.

- D. A maximum of six (6) representatives chosen by the Association shall each be allowed two (2) days of paid leave each year in order to attend a Massachusetts Teachers Association or National Education Association conference or convention. Notification of taking of such leave must be submitted to the Human Resources Office at least seven (7) calendar days prior to the taking of the leave.
- E. Paraprofessionals, while serving on jury duty, will be paid their regular rate of salary, reduced by the amount, if any, received by them from the authority which compensates them for jury duty.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to three (3) months will be granted to any Paraprofessional who joins the Peace Corps. The leave of absence may be extended at the termination of the three (3) month period. Upon return from leave, a Paraprofessional will be considered as if he/she had been actively employed by the Committee during the leave and placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. Military leave without pay will be granted to any Paraprofessional who is inducted or who enlists in any branch of the Armed Forces of the United States or whose reserve unit is called to active duty. On return from leave, a Paraprofessional's salary will be based on the schedule level he/she would have achieved had he/she remained actively employed in the system during the time of his/her absence up to a maximum of three (3) years.
- C. Parental leave of at least two (2) consecutive three (3) month periods will be granted without pay or increment for the following reasons: birth of a child; adoption of a child; or legal placement of a child. "Child" shall be defined as under the age of 18 or under the age of 23 if the child is disabled. The three (3) month leave may be extended at the discretion of the Superintendent of Schools. A Paraprofessional who requires parental leave should notify his/her immediate superior in writing as soon as possible. Appropriate medical

evidence of fitness may be required prior to returning from such leave if sick leave was utilized for the Paraprofessional's own health condition. A Paraprofessional who takes sick time for his/her own health condition in conjunction with a parental leave will in no event return earlier than six (6) weeks after the departing on parental leave..

The Union acknowledges that the Union and the Committee are subject to the provisions of the Family Medical Leave Act (FMLA). Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

- D. A leave of absence, without pay, may be granted for up to three (3) months for the purpose of caring for a member of a Paraprofessional's immediate family. The leave of absence may be extended at the termination of the period at the discretion of the Superintendent of Schools or his/her designee.
- E. The Committee will grant a leave of absence without pay or increment to any Paraprofessional to campaign for or to serve in any public office for one term of said office. The leave of absence may be extended at the end of the term of said office at the discretion of the Superintendent of Schools or his/her designee.
- F. A Paraprofessional may be granted a leave of absence without pay or increment up to three (3) months for health reasons. The leave of absence may be extended at the termination of that period at the discretion of the Superintendent of Schools.
- G. A Paraprofessional may be granted a leave of absence without pay for an entire school year or for the second half of a school year (January through June) for purposes of pursuing full-time undergraduate or graduate study.
- H. All requests for extensions for renewals of leaves shall be applied for and granted in writing.
- I. The benefits entitled to the Paraprofessional at the time of absence will be restored, such benefits to include unused sick leave. Whenever possible, at the discretion of the Superintendent of Schools or his designee, the Paraprofessional will be reassigned to the same building and same position that he/she held before the leave.

The Parties understand and agree that during the period of any approved leave of absence, a Paraprofessional shall not accrue any benefits including but not limited to vacation, sick leave and personal days and that any accumulations will remain as they were at the beginning of the leave. The Paraprofessional's seniority date will be reduced by the number of days he or she is away from work on a no-pay status.

ARTICLE XI **HOURS OF WORK**

- A. The normal workday for Six-Hour Paraprofessionals shall coincide with the hours of the school to which they have been assigned, however, the number of hours per day will not exceed six hours and fifteen minutes (6 hours, 15 minutes). The normal workday for Seven-Hour Paraprofessionals shall also coincide with the hours of the school to which they have been assigned, however, the number of hours per day will not exceed seven hours and fifteen minutes (7 hours, 15 minutes). Expanded Day Paraprofessionals shall be those Paraprofessionals assigned to work in a school with an Expanded Day program. The normal workday for Expanded Day Paraprofessionals shall also coincide with the hours of the school to which they have been assigned, however, they will not exceed eight (8) hours.

The normal workday for Parent Information Center Paraprofessionals during the school year shall be 8:00 a.m. to 3:30 p.m. on Mondays, Tuesdays, Thursdays and Fridays. On Wednesdays, the work day for Parent Information Center Paraprofessionals shall be 8:00 a.m. to 7:30 p.m. Summer hours for Parent Information Center Paraprofessionals are outlined in Article XI, Section J. With respect to the Seven-Hour Paraprofessionals and Expanded Day Paraprofessionals, it is understood that the designation of the workday as not exceeding seven hours and fifteen minutes shall not be construed as a guarantee of those hours and that the need for additional time beyond the current seven hour day shall be determined by the Superintendent or his designee based on the school department's needs/requirements. Additional hours may be assigned at the request of the Superintendent of Schools or his designee and if there is no objection on the part of the Paraprofessional involved. All paraprofessionals shall be given a 30-minute duty-free period for lunch during their work day, which shall be unpaid.

- B.** Vacation time for Paraprofessionals will be apportioned to the length of service in the Brockton School Department and will be prorated according to the vacation schedule as to all full-time, nonprofessional employees of the Brockton School Department. The vacation schedule for Paraprofessionals will be as follows:

<u>Number of Years</u>	<u>Days of Vacation</u>
1st and 2nd	5
3rd and 4th	10
5th and 6th	11
7th and 8th	13
9th and 10th	15
Over 10	16
Over 13	18
Over 15	20

- C.** Vacations must be taken at the termination of the normal school year or for days on which school is cancelled due to inclement weather. If employees would like to use vacation time on inclement weather days, they must notify their supervisor in writing of this request with one (1) day of the inclement weather day or upon return to work following multiple inclement weather days. Vacation days will be paid out within one pay period after the conclusion of the school year. Employees will not be permitted to take unpaid time off for vacation purposes during the school year unless there are extenuating circumstances, which shall be approved by the Superintendent and/or his/her designee. The employee's attendance, tenure, reason for leave, and performance will be considered in evaluating such a request. The decision to grant an employee the ability to take time off unpaid for vacation purposes during the school year shall be final and shall not be subject to the provisions of Article IV of this agreement.

- D.** The following holidays shall be with pay:

1. Columbus Day	7. Martin Luther King Day
2. Veterans Day	8. Presidents' Day
3. Thanksgiving Day	9. Good Friday /Day after Presidents' Day*
4. Yom Kippur/Day after Thanksgiving*	10. Patriots' Day
5. Christmas Day	11. Memorial Day
6. New Year's Day	

In the event one or more of the above holidays falls on a weekend, the Association has the right to select an alternate holiday on a non-school day.

*Effective September 1, 2016, "Yom Kippur" will no longer be a paid holiday, and will be replaced with "Day after Thanksgiving." Likewise, "Good Friday" will no longer be a paid holiday, and will be replaced with Day After Presidents' Day" in the list of paid holidays in Section D.

- E.** Paraprofessionals employed from the first day of the school year will be guaranteed 180 days paid employment. In the event that the academic year is less than 180 days, the Paraprofessional will be given the option of either working the difference between the actual year and the 180 days for pay or not working and receiving no compensation. Those employed less than a full school year will be prorated from the date of employment. If a special needs student to whom a Paraprofessional is assigned in a one-to-one capacity leaves the school system after the start of a school year, the Paraprofessional will be retained but will be utilized and assigned by the Superintendent or his designee unless and until the person successfully bids on another position. Library Paraprofessionals may be assigned to work 181 days per school year, which shall include the day before students return to school. Library Paraprofessionals shall be paid at their hourly rate for this additional day if so assigned.
- F.** In the event that a Paraprofessional must replace a secretary and perform a major portion of the secretary's duties and responsibilities, the Paraprofessional will receive an additional Five Dollars (\$5.00) per hour or period for such duties. Paraprofessionals who agree to substitute for a classroom teacher will be paid an additional Six Dollars (\$6.00) per hour or period for such duties, except that this figure shall be Seven Dollars (\$7.00) per hour or period should this substitution be in classes designated as emotionally disturbed or separate special education. This rate shall be paid only if the Paraprofessional substitutes for at least one full hour or one full period. Substitute time after the first full hour or period will be paid in increments of one (1) hour rounding up to the nearest hour.

If, as a result of the absence of the nurse, a health aide's duties are increased, a differential of forty dollars (\$40.00) per day will be paid. It is understood that a health aide is not a nurse and as such will not dispense medications.

- G.** When teachers in a particular building are permitted to leave work early or arrive to work late due to an emergency, Paraprofessionals assigned to that building will be permitted to leave or arrive at the same time as the teachers and will be compensated for the entire day.
- H.** Paraprofessionals may be required to attend workshops and training sessions during school hours. Whenever possible, Paraprofessionals shall be offered no cost training opportunities. Paraprofessionals in the Special Education Department shall be given preference for no cost training opportunities.
- I.** Special Education Paraprofessionals, City/Building Paraprofessionals, and Kindergarten Paraprofessionals may be designated as van/bus monitors and, if so designated, shall be required to ride a van or bus before and/or after school as part of their regular responsibilities. Any Paraprofessional who is assigned van/bus duty will be trained on how to handle potential health and safety issues which may arise on the bus/van prior to being assigned this duty. Paraprofessionals who ride a van or bus will be compensated for such work which occurs outside of the regular work day, as defined by Article XI, at the rate of time and one-half their regular rate of pay. Employees will be compensated for a minimum of thirty (30) minutes for riding the van or bus before school, and a minimum of thirty (30) minutes for riding the van or bus after school. Employees will not receive additional compensation for time spent riding the van/bus when it occurs during the regular work day (e.g., after school on an early release day). Paraprofessionals who are designated as van/bus monitors shall have the discretion to meet the assigned bus at either the first bus route stop or at the nearest school to the first bus route stop. If a Paraprofessional who is serving as a

van/bus monitor is required to leave his/her job and return to his/her car during the school day, he/she must be provided with transportation by the school to his/her vehicle.

Volunteers for van/bus monitors will be sought first. In the case of an unfilled van/bus monitor position, the Special Education Paraprofessional (or Kindergarten Paraprofessional, as the case may be) with the least seniority at the building level shall be assigned to that position, with the understanding that a Kindergarten Paraprofessional will not be mandated to fill a Special Education van assignment pursuant to this sentence. One to one Paraprofessionals shall be assigned to ride the van/bus with their assigned student regardless of seniority.

- J. Clerical Paraprofessionals who work at the Parent Registration Center shall be required to work four (4) days per week during the summer months and one day per week during school vacation weeks. The days of the week to be worked will be assigned on a rotating basis. Said Paraprofessionals shall take two (2) weeks of unpaid vacation time during the summer months.

ARTICLE XII PERSONAL INJURY BENEFITS

Whenever a Paraprofessional is absent from school as a result of personal injury caused by an accident occurring in the course of his/her employment, and providing the accident was not caused through the Paraprofessional's negligence or if a Paraprofessional is absent from school as the result of an assault occurring in the course of his/her employment, he/she will be compensated in accordance with G.L. Ch. 152, s. 69.

ARTICLE XIII INSURANCE ANNUITY PLAN

- A. The cost of the following types of insurance coverage will be paid for each Paraprofessional as ordained in the City Ordinance:

1. A \$5,000 term life insurance plan of the type presently available to City Employees.
2. All medical insurance options that are available to the members of the bargaining unit shall be specified in a notice to be sent to each member of the bargaining unit each year prior to the annual open enrollment period.
3. Effective July 1, 2003, the employee's contribution to the total monthly premiums for all City-offered health benefit plans shall be increased to twenty-five percent (25%) and, if the employee so authorizes, all such employee premium contributions shall be deducted from their salaries on a so-called "Cafeteria Plan" tax-sheltered basis.
4. Effective upon the first open enrollment period after the execution date of this agreement, bargaining members will be eligible to participate in the City's Dental Plan on a contributory basis with each participating member paying fifty percent (50%) of the total monthly premium for such coverage and with the School Committee paying the remaining fifty percent (50%).

- B. If mechanically feasible, Paraprofessionals will be eligible to participate in a payroll deduction for a savings bond plan.

- C. **Insurance Annuity Plan**

To become effective on July 1, 2003, or when all City and School Department unions agree if such date is later than July 1, 2003, employees enrolled in any City offered health insurance plan shall contribute twenty-five (25%) of the total monthly premiums for any such plan, and the City shall pay the remaining seventy-five (75%). When the 25% employee contribution is initiated, the language in the following paragraph will become effective.

In each full contract year that employees pay 25% of the total premiums for a City offered health insurance plan, employees who were employed during 2002-2003 (either active employees or employees who were on an approved leave of absence) and who were enrolled in a City offered health plan during that year (“eligible employees”) will be paid the following annual stipend, to be paid as part of their regular salary, depending upon the health insurance plan and level of coverage (i.e. individual coverage vs. family coverage) in which they were enrolled in 2002-2003. Employees who were not employed in the bargaining unit in 2002-2003 and/or who were not enrolled in a City offered health insurance plan in 2002-2003 will not be eligible for this stipend. This stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on July 1, 2004, the listed stipends will be increased by the amount of the general salary increase in that year and in future years. Eligible employees who change plans, change level of coverage, or drop off of health insurance entirely after June 30, 2003, will continue to receive the stipend that corresponds to the plan and level of coverage that they had during 2002-2003. Eligible employees who return from an approved leave of absence or who are recalled after a layoff will remain eligible for the stipend. Eligible employees who resign and who later are rehired, however, will no longer be eligible for the stipend.

Master Medical	-Individual \$
Master Medical	-Family \$
HMO Blue	-Individual \$
HMO Blue	-Family \$
Blue Choice	-Individual \$
Blue Choice	-Family \$
Harvard Pilgrim	-Individual \$
Harvard Pilgrim	-Family \$

[Note that the above stipends will be the dollar amounts that correspond to 5% of the total annual premiums for the listed plans as of July 1, 2003.]

It is agreed that if in the first year of implementation the 25% employee contribution is in effect for only a portion of the year, the above stipends will be pro-rated.

D. Commencing July 1, 2006, participants in Master Medical will pay thirty percent (30%) of the total premium.*

E. On July 1, 2006 (or soon thereafter) individuals who were on Master Medical family plan coverage during the 2005-2006 contract year who convert to a less expensive plan or who drop the Master Medical insurance for the 2006-2007 contract year will be paid a one-time stipend of \$1,500.00, while individuals who were on Master Medical individual plan coverage during the 2005-2006 contract year who do the same will be paid a one-time stipend of \$800.00. Individuals who are paid said stipend will sign an agreement pledging that if they enroll in Master Medical in years thereafter, they will refund to the School Department one-half of the stipend that they were paid.

*It is expressly understood that the above referenced changes under Sections D and E, will not take effect until it has been implemented by the School Department and the City of Brockton with regard to all City and School Department bargaining unit employees.

ARTICLE XIV **COMPLAINT PROCEDURE**

Inasmuch as it is recognized by both the Association and the Committee that there could be complaints that do not fall within the definition of a grievance, since they are not based upon the alleged violation of or variation from the provisions of this Agreement or the interpretation or application thereof, the following complaint procedure is agreed to:

1. The purpose of this procedure is to secure equitable solutions to complaints which may arise from time to time. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate.
2. It is agreed by both parties that if a complaint is made the complainant will discuss the matter thoroughly with his/her immediate supervisor. In the event that no reasonable solution is reached with the immediate supervisor, the matter will then be brought to the Association Complaint Committee.
3. The Association Complaint Committee, hereinafter referred to as the ACC, will be composed of the President of the Association, one member of the Association, one member of the Association's Contract Negotiation Committee and one member of the Association to be designated by the President of the Association. Upon receipt of a formal complaint, the ACC, with or without the complainant, will meet and discuss the matter with the Superintendent or the designated representative.
4. In the event that a reasonable and equitable solution cannot be reached by the ACC and the Superintendent or his representative, the ACC may request another meeting, at which a subcommittee of the School Committee will be present. The subcommittee will be composed of up to three (3) members of the School Committee which will have been appointed by the Chairman. After a presentation of the facts of the complaint by the ACC and the Superintendent or his designated representative, the subcommittee will make every effort to resolve the complaint and to arrive at a mutually acceptable agreement.
5. The Committee and the Association agree that neither party will take precipitous steps prior to determining the results of the balloting of the ACC and the subcommittee.
6. The parties acknowledge and agree that matters addressed pursuant to this article shall not be subject to the grievance and arbitration procedure.

ARTICLE XV **SICK LEAVE**

- A. Paraprofessionals will be entitled to sick leave each calendar year. Sick leave will be determined by prorating their leave in conjunction with the sick leave granted full-time, nonprofessional employees or at the rate of twelve (12) leave days per year. First year Paraprofessionals will earn 1.2 sick days a month until their first anniversary date. In case of merit the Committee may allow more sick time beyond the limit. Sick leave days may be accumulated from year to year to reach a maximum of 200 days in 1993-1994, 205 days in 1994-1995, and 210 days in 1995-1996. On or before November 30, the School Department will provide all Paraprofessionals with written notification of the number of accumulated sick leave days that they had accumulated as of the first day of school in that school year. There will be no accrual of sick leave benefits while an employee is on unpaid leave.

- B. In addition to personal sickness or injury, sick leave may be realized for any other reason approved by the Superintendent of Schools and as permitted by law. An employee who uses five (5) or more consecutive sick days may be required to provide documentation from his/her doctor substantiating his/her illness and the need for sick leave.
- C. Upon retirement of a Paraprofessional who has completed twenty (20) or more years of service in the Brockton School System, said Paraprofessional will receive \$45 for each unused accumulated sick day up to a maximum of 200 days. (*The above-referenced threshold shall be fifteen (15) completed years of service in the event of an employee's death. All other aspects of the eligibility shall be the same.)
- D. A low sick leave utilization stipend shall be available for Paraprofessionals who are on a paid status for an entire school or work year. Paraprofessionals who are eligible may redeem sick days and will receive their stipends, either at the end of the fiscal year or at the start of the following school year at the discretion of the Superintendent, according to the following schedule:

<u>Used Sick Days</u>	<u>Rate</u>	<u>Amount</u>
0	\$65.00	4 days x \$65.00 = \$260.00
1	\$65.00	3 days x \$65.00 = \$195.00
2	\$65.00	2 days x \$65.00 = \$130.00
3	\$65.00	1 day x \$65.00 = \$65.00

Days which are redeemed will be deducted from Paraprofessionals accumulated sick leave days. Paraprofessionals who are eligible and who wish to redeem days shall notify the Superintendent in writing by June 1st of the year in question. A failure to so notify the Superintendent will exclude a Paraprofessional from receiving a low sick leave utilization stipend for that year.

- E. Paraprofessionals may use up to five (5) days per year to be deducted from their sick leave days for the purpose of arranging care for a member of the immediate family suffering from a catastrophic illness or for family illness.

F. Sick Leave Bank

- a. A sick leave bank shall be established for the purpose of making additional sick leave days available to bargaining unit members who have been employed in Brockton for at least two (2) years, who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. A serious illness or injury shall be one which requires the employee's absence from work for more than ten (10) consecutive work days. Participation in the sick leave bank shall be voluntary.
- b. To be eligible to join the sick leave bank, an employee must have accumulated at least twenty (20) sick days as of the first day of the school year and must apply for membership on a form approved by the Sick Leave Bank Committee. If a Paraprofessional is a member of the Sick Leave Bank and suffers a serious prolonged illness requiring their absence from work for more than ten consecutive days, and if the absence is supported by adequate medical documentation, the Paraprofessional may be eligible to join the Sick Leave Bank in the two years following the serious prolonged illness without having accumulated twenty sick days. In these instances eligibility shall be determined by the Sick leave Bank Committee subject to the criteria in Article XV, Section F.d., below. Employees wishing to join the bank must, except as is otherwise provided herein, submit an application for membership by October 1st of the school year in which he/she desires to join. An employee who desires to withdraw from the bank must do so by October 1st of the school year of withdrawal.

- c. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons, two (2) appointed by the Association and two (2) by the Committee. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure.
- d. In administering the Bank, determining eligibility and determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:
- (1) medical evidence of serious extended illness;
 - (2) prior utilization of eligible sick leave; and,
 - (3) other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to the Sick Leave Bank Committee itself.

- e. The Sick Leave Bank will be funded by deducting one (1) sick leave day from the accumulated sick leave days of each employee who has qualified to participate in the Bank and to contribute such days to the Bank. When the Bank is depleted to ten (10) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each eligible employee who has agreed to participate in the Bank.
- f. A grant of sick leave days from the Bank shall not exceed thirty (30) days per request, after which the employee may reapply for additional days. The School Department shall maintain the discretion to grant fewer than thirty (30) days per request. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her personal sick leave has been exhausted. In the event of a difficult to diagnose disease, eligibility will be considered from the first point from which the illness began. Requests for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work.

ARTICLE XVI **STRIKES AND PUBLIC PRESSURE**

- A. During the term of this Agreement, the Association shall not cause or sponsor and no professional employee shall cause or participate in, any strike or other illegal activity directed at the Committee. If the Association disclaims in writing to the Committee responsibility for any act prohibited hereby, it shall not be liable in any way. Therefore, employees who participate in any such act may be disciplined or discharged without cause to arbitration, provided, however, question of their participation shall itself be subject to grievance and arbitration procedure.
- B. In connection with any negotiations held pursuant to the re-openers set forth in Article XVIII, said negotiations shall be conducted without threats of sanction, threats of strikes, or other public pressure by either party until mediation, fact finding, and any statutory impasse procedures have been exhausted.

ARTICLE XVII **LONGEVITY**

- A. It is agreed that longevity benefits will be granted to all Paraprofessionals on the following basis:

<u>Length of Service</u>	<u>Amount</u>
Over 5 years, up to and including 10 years	\$480.00
Over 10 years, up to and including 15 years	\$750.00
Over 15 years, up to and including 20 years	\$950.00
Over 20 years, up to and including 25 years	\$1,250.00
Over 25 years	\$1,350.00

ARTICLE XVIII **DURATION**

- A. Unless modified by this Memorandum, the terms and conditions of the **2015-2018** contract shall also be carried over into the new contract. The new contract will be in effect for the three (3) year period from September 1, **2018** through August 31, **2021**.

Effective upon ratification of this settlement by the Association, the salary scales which were in effect in the preceding contract shall be increased by the negotiated amount.

The parties agree that no later than November 15, **2017**, they will enter into negotiations for a Successor Agreement that will become effective as of September 1, **2018**. If negotiations for a Successor Agreement are not completed by August 31, **2018**, this Agreement will continue in effect until said negotiations are completed, but in no event later than December 31, **2018**, and any Agreement reached during said Agreement period will be retroactive to September 1, **2018**.

- B. Either party may, upon thirty (30) days written notice to the other, reopen for negotiations any other mutually agreed upon negotiable subject not covered by this Agreement.

ARTICLE XIX **GENERAL**

- A. There will be no reprisals of any kind taken against any Paraprofessional by reason of his/her membership in the Association or participation in its activities.
- B. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
- C. The Committee will, upon request, provide the Association with any available information which is neither confidential or privileged under law which may be necessary for the Association to process grievance under this Agreement.
- D. If any provisions to this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid subsisting, except to the extent committed by law, but all other provisions or applications will continue in full force and effect.
- E. The Committee recognizes the advantages of further education and consequently will make every effort to make available to the Association, vouchers from colleges which do not offer

a Masters Program. The Committee or its designee and the Association will draw up the mechanics of a fair and equitable distribution of the aforementioned vouchers.

F. The School Committee will use its best efforts to provide the Association President with a School Committee packet in a timely manner.

G.

All Paraprofessionals employed by the District in programs funded by Title I funds must, as a condition of remaining employed in the District as a Paraprofessional meet the requirements of being "highly qualified" by the federal "No Child Left Behind."

H. Meetings and Consultation. Representatives of the BEPA shall be permitted to meet with bargaining unit employees during the work day on school property during non-work time provided such activities do not unreasonably interfere with the school operations.

I. Contact Information. The employer shall (a) provide to the BEPA the name, job title and work location(s) of each new hire in the bargaining unit no later than 5 days after a prospective employee accepts an offer of employment and (b) provide the Association with all of each new hire's personal contact information on file with the district. The employer will not release any personal contact information of any employee to any third parties unless required by law or court order and (c) send a report to the BEPA outlining the changes in status and work location on November 1st, February 1st, and May 1st of each school year. For purposes of this article, status will be defined by events such as retirement, leave of absence, termination, resignation, job classification, title and promotion.

J. The employer will not disparage BEPA or discourage participation in any way. The employer shall make payroll deductions and remit such deductions to the BEPA in accordance with the terms set forth in the authorization signed by the employee and G.L.c.180 §17A. A copy of each employee's authorization shall be maintained in their personnel file. The employer will immediately inform the Association whenever an employee notifies the employer that he/she wishes to revoke the authorization to deduct dues via payroll. The per paycheck amount and schedule deductions will be certified by the local treasurer no later than thirty (30) days prior to the start of each school year. Absent notification from the local union treasurer, the previous year's amount and schedule of deductions will be continued.

ARTICLE XX **DUES DEDUCTION**

A. The Committee agrees to instruct the City Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees dues for the Brockton Education Paraprofessional Association, Massachusetts Teachers Association or the National Education Association, or any one of such Associations, as said Paraprofessionals individually and voluntarily authorize the Committee to deduct, and to transmit the moneys promptly to such Association or Associations. Paraprofessional authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the Brockton School Committee to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide

for regular payment of the membership dues as certified by such Association in ten (10) weekly equal payments for this year and for succeeding school years. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefore.

Paraprofessional Organizations:

**Brockton Education Paraprofessional Association
Massachusetts Teachers Association
National Education Association**

Dated _____

Paraprofessional's Signature _____

- B. Each of the Associations named in Section A above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days' written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in ten (10) weekly equal installments.

**ARTICLE XXI
REDUCTION IN FORCE**

A. Definitions (for purposes of this article)

- 1. Seniority – Seniority shall be defined as the cumulative length of service in years, months, and days in a bargaining-unit position. The School Department will annually publish a system-wide seniority list, and the Association and/or individual members will have ten (10) school days from the date of posting or distribution of the list to challenge or question any information on the list. The list will specify this response date. After the expiration of ten (10) school days, the information in the list will be considered accurate.
- 2. Leaves of Absence – Extended leaves of absence as provided in this agreement and/or approved by the School Committee shall not be deemed to interrupt continuous service, but time spent on an unpaid leave of absence, approved medical leave excepted, will not count as seniority under the definition above.
- 3. Job Categories – There shall be four job categories: Instructional paraprofessionals, Special Education paraprofessionals, Clerical paraprofessionals, and Library paraprofessionals. A list of the positions contained within each job category will be mutually agreed upon and maintained in the Human Resources Office.
- 4. Displaced Paraprofessional – A “displaced paraprofessional” shall be defined as a paraprofessional whose position is eliminated, but who is not laid off pursuant to Paragraph C below. Displaced paraprofessionals shall be reassigned to another position pursuant to Paragraph D.

- B. The Committee retains the right to determine the number of positions which are needed. Insofar as possible, normal attrition will be used whereby employees who retire, resign, are dismissed, or die will not be replaced on a temporary or permanent basis by a person from

outside the bargaining unit if there are employees in the bargaining unit who would otherwise be subject to layoff at that same time.

- C. In the event the Committee decides to reduce the number of positions, the following procedure will be followed: 1) volunteers for reductions will be sought for two (2) weeks. In the event the number of volunteers for layoff is greater than the number of positions to be reduced, volunteers will be selected in order of seniority. Volunteers will not surrender recall rights and any claims for unemployment insurance compensation will not be challenged. (2) If the desired scope of reductions cannot be achieved through volunteers, reductions will be achieved by laying off employees in order of inverse seniority unless there is a demonstrable and substantial reason why: a) the retention of a less senior employee is necessary to perform a job that cannot be performed by a more senior employee who would otherwise be retained, or b) the layoff of a less senior employee would be severely detrimental to a specific student to whom the paraprofessional is assigned. Notice of layoffs will be provided no later than June 10th of each year.
- D. Paraprofessionals who are displaced but not laid off due to the elimination of their position as part of a reduction in force shall be reassigned to another paraprofessional position. In making such reassignments, consideration will be given to the needs of the school system and the displaced paraprofessional's seniority, work experience, and training. A displaced paraprofessional may request a meeting with the Human Resources Department to discuss her/his reassignment preferences.
- E. Written notification of pending layoff will be given to affected employees as soon as possible.
- F. Paraprofessionals who are laid off under this Article may be recalled to open Paraprofessional positions within 24 months from the date of layoff as follows:
 - 1. A paraprofessional who wishes to be considered for recall shall so inform the Human Resources Department at the time of layoff, and shall supply a current mailing address, phone number, and email address.
 - 2. If an opening in a paraprofessional position occurs within 24 months from the date of layoff, the Human Resources department will attempt to notify qualified paraprofessionals who have conveyed interest, and will offer the position to those qualified individuals, in the reverse order of layoff. In determining qualifications for a particular opening, consideration will be given to the needs of the school system and the laid-off paraprofessional's seniority, work experience, and training.
 - 3. If a paraprofessional who has rights under this section is rehired within the 24 month period, she/he will be credited with the unused sick leave, accrued seniority, and step placement that she/he had at the time of layoff.
 - 4. If a paraprofessional does not respond to reasonable efforts by the Human Resources department to contact her/him regarding a recall opportunity, or if a paraprofessional declines an offer of recall, she/he will be removed from the recall list and will forfeit all rights to recall under this contract.

ARTICLE XXII **COMMITTEE RIGHTS**

The Brockton School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by law or any rule or regulation of the Commonwealth. Except where such rights are specifically relinquished, abridged, or limited by the provisions of this contract,

the Committee and Superintendent have and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it including but not limited to the determination of educational policy, the operation of the schools and the direction of the working forces. Said areas are exclusively those of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Additionally, nothing in this Agreement shall limit the Brockton School Committee and the Superintendent in the exercise of its functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations, establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done and to determine standards of proficiency, except where any such rights are specifically modified or abridged by terms of this Agreement.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. It is understood and agreed by the parties hereto that the School Committee does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives.

This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with a paraprofessional's training and ability, regardless of whether the exact duty is listed in any written job description. Furthermore, it is agreed that taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the day may be grounds for discharge from employment with the Brockton School Department.

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, Management may exercise its rights under this article without having such actions being subject to the grievance procedure.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School Committee, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in the Agreement shall be deemed or construed to impair or limit the powers and duties of the School Committee under the laws of the Commonwealth.

BROCKTON SCHOOLS PARAPROFESSIONAL

APPENDIX A

- A.** The Committee agrees to pay time and one-half for work in excess of eight (8) hours per day or over forty (40) hours per week.
- B.** Parent Information Center Paraprofessionals, and Health Paraprofessionals, and Paraprofessionals who work at the Adult Learning Center with adult students on the 3:00-

9:00 P.M. shift, 9:00 A.M.-3:00 P.M. shift or 11:00 A.M. - 5:00 P.M. shift will receive a 3% differential.

- C.** All Paraprofessionals assigned to substantially separate classrooms, preschool paraprofessionals, one-to-one paraprofessionals, and paraprofessionals who serve as interpreters for the hearing impaired shall receive a \$1,000 stipend per year.

All other Paraprofessionals who are categorized as Special Education Paraprofessionals but who do not belong to one of the classifications listed above shall receive a stipend of \$750 per year.

- D.** Library Paraprofessionals with twenty (20) classes or more will be paid a differential of \$1,458 per year, and Library Paraprofessionals with fewer than twenty (20) classes will be paid a differential of \$785 per year, so long as the added duties assigned to these positions in November, 1986 are continued.

SALARY SCHEDULE September 1, 2018- August 31, 2019

PARAPROFESSIONALS

	BASE	EARN 360 PTPs or	COLLEGE	COLLEGE CREDITS	
	HOURLY	PASS PARAPRO	CREDITS	60-119	COLLEGE
	RATES	TEST	30-59		CREDITS
				120+	
FIRST YEAR	13.90	14.25	14.48	14.97	15.20
SECOND YEAR	14.66	15.03	15.28	15.53	15.78
3rd & 4th	15.83	16.24	16.51	16.78	17.05
5th & 6th	16.30	16.72	17.00	17.28	17.56
7th & 8th	16.83	17.27	17.56	17.85	18.14
9th & 10th	17.12	17.57	17.86	18.16	18.46
11th & 12th	17.79	18.26	18.57	18.88	19.19
13th & 14th	18.12	18.60	18.91	19.23	19.55
15th	18.66	19.15	19.48	19.81	20.14
20th	19.79	20.29	20.63	20.97	21.30

ADULT LEARNING CENTER PARAPROFESSIONALS 3% DIFFERENTIAL

FIRST YEAR	14.32	14.68	14.91	15.42	15.66
SECOND YEAR	15.10	15.48	15.74	16.00	16.25
3rd & 4th	16.30	16.73	17.01	17.28	17.56
5th & 6th	16.79	17.22	17.51	17.80	18.09
7th & 8th	17.33	17.79	18.09	18.39	18.68
9th & 10th	17.63	18.10	18.40	18.70	19.01
11th & 12th	18.32	18.81	19.13	19.45	19.77
13th & 14th	18.66	19.16	19.48	19.81	20.14
15th	19.22	19.72	20.06	20.40	20.74
20th	20.38	20.90	21.25	21.60	21.94

SALARY SCHEDULE September 1, 2019 August 31, 2020

PARAPROFESSIONALS

	BASE HOURLY RATES	3% EARN 360 PTPs or PASS PARAPRO TEST	5% COLLEGE CREDITS 30-59	7% COLLEGE CREDITS 60-119	9% COLLEGE CREDITS 120+
FIRST YEAR	14.65	15.00	15.23	15.72	15.95
SECOND YEAR	15.41	15.78	16.03	16.28	16.53
3rd & 4th	16.58	16.99	17.26	17.53	17.80
5th & 6th	17.05	17.47	17.75	18.03	18.31
7th & 8th	17.58	18.02	18.31	18.60	18.89
9th & 10th	17.87	18.32	18.61	18.91	19.21
11th & 12th	18.54	19.01	19.32	19.63	19.94
13th & 14th	18.87	19.35	19.66	19.98	20.30
15th	19.41	19.90	20.23	20.56	20.89
20th	20.54	21.04	21.38	21.72	22.05

ADULT LEARNING CENTER PARAPROFESSIONALS 3% DIFFERENTIAL

FIRST YEAR	15.09	15.45	15.69	16.19	16.43
SECOND YEAR	15.87	16.25	16.51	16.77	17.03
3rd & 4th	17.08	17.50	17.78	18.06	18.33
5th & 6th	17.56	17.99	18.28	18.57	18.86
7th & 8th	18.11	18.56	18.86	19.16	19.46
9th & 10th	18.41	18.87	19.17	19.48	19.79
11th & 12th	19.10	19.58	19.90	20.22	20.54
13th & 14th	19.44	19.93	20.25	20.58	20.91
15th	19.99	20.50	20.84	21.18	21.52
20th	21.16	21.67	22.02	22.37	22.71

SALARY SCHEDULE September 1, 2020 August 31, 2021

PARAPROFESSIONALS

	BASE HOURLY RATES	3% EARN 360 PTPs or PASS PARAPRO TEST	5% COLLEGE CREDITS 30-59	7% COLLEGE CREDITS 60-119	9% COLLEGE CREDITS 120+
FIRST YEAR	15.65	16.00	16.23	16.72	16.95
SECOND YEAR	16.41	16.78	17.03	17.28	17.53
3rd & 4th	17.58	17.99	18.26	18.53	18.80
5th & 6th	18.05	18.47	18.75	19.03	19.31
7th & 8th	18.58	19.02	19.31	19.60	19.89
9th & 10th	18.87	19.32	19.61	19.91	20.21
11th & 12th	19.54	20.01	20.32	20.63	20.94
13th & 14th	19.87	20.35	20.66	20.98	21.30
15th	20.41	20.90	21.23	21.56	21.89
20th	21.54	22.04	22.38	22.72	23.05

ADULT LEARNING CENTER PARAPROFESSIONALS 3% DIFFERENTIAL

FIRST YEAR	16.12	16.48	16.72	17.22	17.46
SECOND YEAR	16.90	17.28	17.54	17.80	18.06
3rd & 4th	18.11	18.53	18.81	19.09	19.36
5th & 6th	18.59	19.02	19.31	19.60	19.89
7th & 8th	19.14	19.59	19.89	20.19	20.49
9th & 10th	19.44	19.90	20.20	20.51	20.82
11th & 12th	20.13	20.61	20.93	21.25	21.57
13th & 14th	20.47	20.96	21.28	21.61	21.94
15th	21.02	21.53	21.87	22.21	22.55
20th	22.19	22.70	23.05	23.40	23.74