

**AGREEMENT BETWEEN**

**the BROCKTON SCHOOL COMMITTEE and**

**the BROCKTON EDUCATION**

**PARAPROFESSIONAL ASSOCIATION**

**Representing Monitor Teacher Assistants**

**September 1, 2019 – August 31, 2022**

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MEMORANDUM OF AGREEMENT  
between the  
BROCKTON SCHOOL COMMITTEE  
and the  
THE BROCKTON EDUCATION PARAPROFESSIONAL ASSOCIATION, REPRESENTING  
MONITOR/TEACHER ASSISTANTS

September 2019

The Negotiating Subcommittee of the Brockton School Committee ("the Committee"), acting subject to the ratification of this Memorandum of Agreement ("the Agreement") by the full Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the Brockton Education Paraprofessional Association, representing Monitor/Teacher Assistants ("the Association"), acting subject to the ratification of this Agreement by the membership of the Association to whom the Subcommittee agrees to recommend acceptance, hereby mutually agree to the terms and conditions set forth in the attached contract document for an initial Collective Bargaining Agreement that will be in effect from September 1, 2019 to August 31, 2022.

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 representative of the following employees, as set forth in the June 1, 2012 Certification of Written Majority Authorization issued by the Massachusetts Department of Labor Relations in Case No. WMAM-12-1832:

All full-time and regular part-time monitor/teacher assistants ("MTAs") employed by the Brockton School Committee, excluding substitute MTAs and all other employees.

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

ARTICLE II  
PROTECTION

MTAs shall be entitled to the following protections:

- A. MTAs 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 MTA for information in its possession relating to the incident or the

persons involved, and will act in appropriate ways as liaison between the MTA, police and the courts.

- C. If criminal or civil proceedings are brought against an MTA alleging that he/she committed an assault in connection with his/her employment, the Committee shall determine whether it is appropriate, under all the circumstances, to furnish legal counsel to defend him/her in such proceedings, if he/she requests such assistance, and will provide such other assistance as may be required by law.

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 MTAs' 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 MTAs 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, an MTA or a group of MTAs, 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 MTAs. 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 MTA 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 MTA, 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** — An aggrieved MTA or group of MTAs shall first submit the grievance in writing to the principal or immediate supervisor, either directly or through an Association representative, with the objective of resolving the matter informally. The written grievance shall contain the following: the name and assignment grievant(s); the specific provision or provisions of the agreement claimed to be violated; a summary of the facts involved; and the relief desired. The principal or immediate supervisor shall attempt to adjust the grievance and shall advise the aggrieved employee(s) in writing of his/her decision

concerning the grievance within ten (10) school days after the grievance has been submitted.

A grievance which is not submitted at Level 1 within twelve (12) school days after the occurrence of the alleged violation or after the date of first knowledge of the occurrence by any employee affected shall be deemed to have been waived.

**2. LEVEL TWO —**

- (a) If the grievance is not resolved to the satisfaction of the Association at Level One, or if no decision has been rendered within ten (10) school days after submission of the grievance at Level One, the grievance may be filed with the Superintendent of Schools or designated representative. Filing at Level Two must occur within five (5) school days after the decision at Level One, or within fifteen (15) school days after submission of the grievance at Level One, if no Level One response was received.
- (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, he/she will meet with the aggrieved employee(s) in an effort to resolve it.

**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 Committee, through the Superintendent and the grievance sub-committee, shall determine if Step III applies to a given grievance. If Step III is not applicable, Step IV will apply immediately after Step II.

- (a) If the grievance is not resolved to the satisfaction of the Association at Level Two, or if no decision has been rendered within ten (10) school days after the Level Two meeting with the Superintendent or designated representative, the grievance may be filed with the School Committee. Filing at Level Three must occur within five (5) school days after the decision at Level Two, or within fifteen (15) school days after the Level Two meeting, if no Level Two response has been received. Within ten (10) school days after receiving the written grievance, the School Committee will meet with the aggrieved employee(s) 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 [**a designated representative of the Association**] will meet with the Committee for the purpose of resolving the grievance.

#### **4. LEVEL FOUR —**

- (a) If the grievance is not resolved to the satisfaction of the Association at Level Three, or if no decision has been rendered within ten (10) school days after the Level Three meeting with the School Committee, the Association may submit the grievance to arbitration. Submission of a grievance to arbitration must occur within five (5) school days after receipt of the Level Three decision, or fifteen (15) school days after the Level Three meeting, if no Level Three response has been received.
- (b) If a grievance filed by the Committee is not resolved to the satisfaction of the Committee at Level Three, the Committee may submit the grievance to arbitration within fifteen (15) school days after the Level Three meeting.
- (c) Grievances submitted to arbitration under this Article shall be submitted through the American Arbitration Association (AAA). The parties will be bound by the rules and procedures of the AAA in the selection of an arbitrator.
- (d) Following a hearing on the grievance, 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 will 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 costs and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

#### **D. Rights of MTAs 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, 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 an

MTA is not represented by the Association, the Association shall have the right to be present and state its view at all stages of the grievance procedure.

**E. Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of MTAs, 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 Association 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 Association. 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(d).
3. Unless requested to do otherwise by the MTA 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 MTA.
4. Forms for filing of 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.
6. If the action required to advance a grievance to the next level in the grievance procedure is not taken within the specified time limit, the grievance shall be deemed to have been waived.



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 MTAs 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. 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 a required bank account for direct deposit.

ARTICLE VI  
EMPLOYMENT

- A. Credit of one year will be given for military experience upon initial employment.
- B.
  - 1. MTAs who leave employment with the Brockton Public Schools and subsequently return to an MTA position within three years of leaving will receive full credit on the salary schedule for all of their prior Brockton MTA experience.
  - 2. MTAs 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.
- C. MTAs who become MTAs directly from related positions in the Brockton Public Schools outside the bargaining unit, such as teachers and paraprofessionals, 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 MTA with related work experience outside the Brockton Public Schools, may be placed on Step 2 through Step 5 of the salary schedule, with notification of said placement to the Association. The seniority of a MTA, however, will only include consecutive time spent as an MTA in the Brockton Public Schools.

ARTICLE VII  
ASSIGNMENT

- A. MTAs, other than newly appointed MTAs, will be notified in writing as to their assignment for the upcoming school year as soon as practicable, and best efforts will be made to make such notification by September 1.

- B. Association members' assignments, promotions, or other terms and conditions of employment shall be made without regard to race, creed, color, religion, nationality, sex, age, marital status, handicap, gender identity, sexual orientation, genetic information, or ancestry.
- C. MTAs who desire a change in assignment will file a written statement of such desire with the Human Resources Office not later than April 1<sup>st</sup>. Such statement will include the desired assignment and/or school(s). In considering MTAs' requests for changes in assignments, due consideration will be given to the needs of the school system and/or specific student(s), if applicable. As soon as practicable, the Human Resources Office will notify each MTA of the action taken in regard to his/her request for a change. An MTA who requested a change but does not wish to accept the results of this action will have the option of retaining his/her current assignment, providing his/her original position has not already been filled.
- D. MTAs who wish to be considered for available teaching positions in the Brockton Public Schools shall submit a letter of intent and updated resume to the Human Resources Department.

ARTICLE VIII  
EVALUATION

- A. All monitoring or observation of the work performance of an MTA will be conducted openly and with full knowledge of the MTA. Within a reasonable length of time, MTAs 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. MTAs will have the right, on written request, to review and respond to the contents of their personnel files.
- B. All MTAs will be evaluated once each school year, by April 30<sup>th</sup>, by the building Principal or Administrator. 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 an MTA shall be signed by the MTA, not to indicate that he/she necessarily agrees with the evaluation, but as indication that he/she has seen it. If an MTA 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 MTA.
- C. No material derogatory to an MTA's conduct, service, character or personality will be placed in his/her personnel file unless the MTA has had an opportunity to review the material.
- D. Any complaint in writing, or that may lead to discipline, regarding an MTA made to any member of the administration by a parent, student or other person will be promptly called to the attention of the MTA. The MTA will then report back to the administration member receiving the complaint of the action taken in regard to the complaint. If the complaint results in disciplinary action against the employee, the employee will have recourse to the

Grievance Procedure.

- E. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding an MTA for delinquency of professional performance. If an MTA is to be disciplined or reprimanded, 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), an MTA 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 school days occur within one school year), an MTA may not be terminated during a school year, or otherwise disciplined, without just cause. An MTA 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. An MTA 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.

ARTICLE IX  
TEMPORARY LEAVES OF ABSENCE

- A. MTAs will be entitled to the following temporary leaves of absence, with pay, each school year:
  - 1. Time necessary for appearance in any legal proceeding connected with the member's employment or with the school system or for jury duty or if the member is subpoenaed as a witness in a criminal case in which the member is not the defendant or in a civil case which was not initiated by the member and which does not relate to an outside business or monetary interest of the member. If a member must appear in Court on a school day in connection with his or her divorce proceedings, child custody or support actions, adoptions, or a restraining order, the member must use a personal day. If the member has exhausted his or her personal leave, s/he may utilize up to three (3) of his or her accumulated sick days annually. Beyond that, unpaid time must be utilized. If a member must appear in other legal proceedings on a school day, including but not limited to foreclosures, bankruptcy proceedings, traffic violations, collection actions, estates, or personal disputes, s/he may use personal leave, if available. If personal leave is not available, unpaid time must be used. Exceptions to any of the restrictions that are set forth above may be granted by the Superintendent in extenuating circumstances.
  - 2. Up to four (4) days at any one time in the event of death of an MTA'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/her 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. MTAs 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. MTAs may be requested to submit a medical certificate of good health after five (5) days of consecutive absence. The request will be made at the discretion of the Superintendent of Schools or his/her designee.
- C. Three (3) days leave of absence, without loss of pay, for personal, legal, business, household or family matters which require absences during school hours. If a MTA is hired after January 31<sup>st</sup> of the school year, that MTA will only receive one day leave of absence for their first year of employment. Unused Personal Days will 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 the 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 MTA. If an employee ends the school year with an accrued and unused personal day, that day will be added to the employee's available sick leave for the following school year.

- D. A maximum of six (6) representatives chosen by the Association shall be allowed one (1) day of unpaid leave each year in order to attend a Massachusetts Teachers Association or National Education Association conference or convention. Each year the Association shall chose two (2) of the six (6) selected representatives to be paid for their day off to attend this conference. Notification of taking of such leave and which two (2) members will be paid for the leave must be submitted to the Human Resources Office at least seven (7) calendar days prior to the taking of the leave.
- E. MTAs, 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.

F. Vacation time for MTAs will be apportioned to the length of service as an MTA 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 MTAs will be as follows:

<u>Number of Years</u>	<u>Days of Vacation</u>
1 <sup>st</sup> and 2 <sup>nd</sup>	0
3 <sup>rd</sup> through 10 <sup>th</sup>	5
Over 10 years	10

Vacation must be taken at the termination of the normal school year and will be paid out within two pay periods 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

ARTICLE X  
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to three (3) months will be granted to any MTA 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, an MTA will be placed on the salary schedule at the level he/she had attained prior to the commencement of the leave.
- B. Military leave without pay will be granted to any MTA 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, an MTA will be placed on the salary schedule at the level he/she had attained prior to the commencement of the leave.
- C. Parental leave of at least two (2) consecutive three (3) month periods will be granted without pay or increment. The three (3) month leave may be extended at the discretion of the Superintendent of Schools. An MTA who is expecting the birth of a child, expecting to adopt a child, or expects the placement of a child, will notify his/her immediate superior in writing as soon as the birth/adoption/placement has been definitely determined. Appropriate medical evidence of fitness will be required prior to returning from leave for employees who give birth and take leave under this section. An MTA who gives birth will not return to work earlier than six (6) weeks after the termination of the pregnancy.
- D. A leave of absence, without pay or increment, may be granted for up to three (3) months for the purpose of caring for a member of an MTA'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 MTA 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. An MTA 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. The parties acknowledge 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.
- H. All requests for leaves and extensions or renewals of leaves shall be applied for and granted in writing.
- I. Upon return from a leave of absence, MTAs shall be entitled to restoration of accrued benefits, such benefits to include unused sick leave. At the discretion of the Superintendent of Schools or his/her designee, where practicable, the MTA 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, an MTA shall not accrue any additional benefits, including but not limited to sick leave and personal days, but that any accumulations will remain as they were at the beginning of the leave. The MTA'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. Every MTA covered by this agreement will be assigned a regular workday, the hours of which shall be dependent upon the specific school and assignment of the particular MTA. Depending on the specific assignment, the workday of an individual MTA may begin before the start of the school day and/or extend beyond the end of the school day. The workday of full-time MTAs shall include a thirty (30) minute unpaid lunch break.
- B. The normal work year for MTAs employed from the first day of the school year will be 180 days, corresponding to the student school year. In the event that the school year is less than 180 days, MTAs will be paid only for the actual number of days worked; in such situation, at the discretion of the Superintendent, MTAs may be required to work up to 180 days.

- C. When teachers in a particular building are permitted to leave work early or arrive to work late due to an emergency, MTAs 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.
- D. MTAs may be required to attend workshops and training sessions during school hours. Whenever possible, MTAs shall be offered no cost training opportunities. MTAs in the Special Education Department shall be given preference for no cost training opportunities.
- E. An MTA who is assigned by the Principal to serve as a substitute for a classroom teacher shall be compensated with an additional \$50 a day added to their regular daily pay.”
- F. The following holidays shall be with pay:
  - 1. Columbus Day
  - 2. Veterans Day
  - 3. Thanksgiving Day
  - 4. Day After Thanksgiving
  - 5. Christmas Day
  - 6. New Year’s Day
  - 7. Martin Luther King Day
  - 8. Presidents Day
  - 9. Day after Presidents Day
  - 10. Patriots’ Day
  - 11. Memorial Day

The addition of the Day after Presidents Day will be effective the beginning of the 2019-2020 school year. The addition of the day after Thanksgiving will be effective the beginning of the 2020-2021 school year. The addition of Columbus Day will be effective beginning with the 2021-2022 school year.

ARTICLE XII  
PERSONAL INJURY BENEFITS

Whenever an MTA is absent from school as a result of personal injury which is compensable under Workers' Compensation, the MTA may choose to supplement the Workers' Compensation payments by drawing upon their accumulated sick leave in amounts that will allow the MTA to receive their normal level of compensation.

ARTICLE XIII  
INSURANCE ANNUITY PLAN

- A. The cost of the following types of insurance coverage will be paid for each MTA 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. The employee's contribution to the total monthly premiums for all City-offered health benefit plans shall be 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. *The exception to the above is that participants in Master Medical will pay thirty (30%) of the total monthly premium until the discontinuance of that plan on July 1, 2013.*
4. Bargaining unit 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%).

ARTICLE XIV  
SICK LEAVE

- A. Full-time MTAs will be entitled to ten (10) days of sick leave for each school year. First-year MTAs will earn one (1) sick day per month until their first anniversary date. Sick leave days may be accumulated from year to year to reach a maximum of one hundred (100) days. On or before November 30, the School Department will provide all MTAs with written notification of the number of 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. Part-time MTAs may earn sick leave on a pro-rated basis.
- B. Sick leave may be utilized when an MTA is unable to perform his or her professional duties because of incapacitation by illness or injury, or because of the order of a physician. For purposes of this section "the order of a physician" shall mean the unequivocal statement of a duly licensed medical doctor that the performance of the professional duties of the individual would result in injury to the health of the individual.
- C. Upon retirement of an MTA who has completed twenty (20) or more years of service in the Brockton School System, said MTA will receive \$45 for half of the employee's unused accumulated sick day up to a maximum of 50 days. In the event of the death of an MTA, the threshold for eligibility for this benefit shall be fifteen (15) years of service. Payments under this section will be made on July 1 of the fiscal year following notification of retirement to the Human Resources Department, so long as notification is made by December 31.
- D. A low sick leave utilization stipend shall be available for MTAs who are on a paid status for an entire school or work year. MTAs 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:

Used Sick Days	Rate	Amount
0	\$50.00	4 days x \$50 = \$200
1	\$50.00	3 days x \$50 = \$150
2	\$50.00	2 days x \$50 = \$100
3	\$50.00	1 day x \$50 = \$50

Days which are redeemed will be deducted from MTAs' accumulated sick leave days. MTAs 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 an MTA from receiving a low sick leave utilization stipend for that year.

- F. MTAs 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.
- G. MTAs will be notified of a call-in procedure to be used to report their unavailability for work. Said call should be made no later than one hour prior to their assigned reporting time. Any employee who knowingly will be unavailable for work and does not so inform the District by following the prescribed procedure on or before the required time for doing so shall not be paid for that day. Any MTA who does not report to work for three (3) consecutive days without any notification to the School District will be considered to have abandoned his/her job, and may have his/her employment terminated by the Committee.

**H. 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 and personal 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. 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 1' of the school year of withdrawal. This provision shall go into effect on the first day of the 2013-2014 school year.
- 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. In no event shall the number of accumulated sick days in the sick bank exceed one hundred (100). 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 XV STRIKES AND PUBLIC PRESSURE

The Association, on its own behalf and on behalf of each of the employees it represents, hereby agrees and covenants that it will not authorize, approve, cause, sponsor, or in any way encourage any strike, work stoppage, slow down or withholding of services. Participation in any of the aforementioned activity by any employee covered by this Agreement shall be grounds for disciplinary action, up to and including termination.

#### ARTICLE XVI DURATION

- A. This contract represents a three year agreement from September 1, 2019 through August 31, 2022 and shall thereafter automatically renew itself for successive terms of one year each, unless, by the October 1 next prior to expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.
- B. At any time during the effective life of this contract, re-opening may take place on any article by the mutual consent of the Committee and the Association.

ARTICLE XVII  
GENERAL

- A. There will be no reprisals of any kind taken against any MTA 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 nor privileged under law which may be necessary for the Association to process grievances under this Agreement.
- D. If any provisions of this Agreement, or the application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.
- E. The School Committee will use its best efforts to provide the Association President with a School Committee packet in a timely manner.
- F. 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.
- G. 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 or she wishes to revoke the authorization to deduct dues via payroll. The per paycheck amount and schedule of 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 XVIII  
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 MTAs individually and voluntarily authorize the Committee to deduct, and to transmit the moneys promptly to such Association or Associations. MTA 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 \_\_\_\_\_

MTA'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 XIX  
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 position represented by the Association. The School Department will annually publish a 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 will not count as seniority under the definition above.

- B. 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 layoffs become necessary, the superintendent will consider the needs of the system as well as the respective seniority of the employees in making decisions concerning who will be laid off. Seniority will be the deciding factor unless there is a demonstrable and substantial reason why the retention of the less senior employee is in the interest of the school system or of a specific student or students to whom an MTA is assigned.
- D. Written notification of pending layoff will be given to affected employees by the last day of the school year for students.
- E. MTAs who are laid off under this Article may be recalled to open MTA positions within 24 months from the date of layoff, as follows:
  1. An MTA 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 an MTA position occurs within 24 months from the date of layoff, the Human Resources Department will attempt to notify MTAs who have conveyed interest, and will offer the position to those individuals, in the reverse order of layoff.
  3. If an MTA 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 an MTA does not respond to reasonable efforts by the Human Resources Department to contact her/him regarding a recall opportunity, or if an MTA declines an offer of recall, she/he will be removed from the recall list and will forfeit all rights to recall under this contract.
- F. Monitor Teacher Assistants 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 Monitor Teacher Assistant position. In making such assignments, consideration will be given to the needs of the school system and the displaced MTA's seniority, work experience, and training. A displaced MTA may request a meeting with the Human Resources Department to discuss her/his assignment preferences.

## ARTICLE XX 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 an MTA'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 Association 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.

**ARTICLE XXI**  
**LONGEVITY**

Effective September 1, 2017, it is agreed that longevity benefits will be granted to all MTAs on the following basis:

<b><u>Length of Service</u></b>	<b><u>Amount</u></b>
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 XXII  
POSTING OF POSITIONS

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.

Monitor Teacher Assistants who wish to receive notification of vacancies during the summer months will be required to leave two self-addressed, stamped envelopes or their email address in the Human Resources Office.

Newly appointed Monitor Teacher Assistants cannot apply for a new position until after their first anniversary date. 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.



**APPENDIX A**

As of 9/1/2019 MTA New Contract Rates

Year 1 (September 1, 2019 – August 31, 2020) – \$1.00 applied to all steps and lanes at the mid-year point of the 2019-2020 school year

Year 2 (September 1, 2020 – August 31, 2021) - \$0.50 applied to all steps and lanes on September 1, 2020

Year 3 (September 1, 2021 – August 31, 2022) - \$1.00 applied to all steps and lanes on September 1, 2021

BU	GROUP/BU DESC	GRADE/ RANK	DESCRIPTION	HOURLY RATE	HOURLY RATE	HOURLY RATE	HOURLY RATE
				9/1/2019	Add \$1.00 MID-YEAR 2019-2020	Add \$0.50 9/1/2020	Add \$1.00 9/1/2021
5010	Monitor Teacher Assist	0	SUB MTA	\$16.97	\$17.97	\$18.47	\$19.47
5010	Monitor Teacher Assist	01	MTA YR 1 2 3	\$16.97	\$17.97	\$18.47	\$19.47
5010	Monitor Teacher Assist	02	MTA YR 4 5 6	\$17.56	\$18.56	\$19.06	\$20.06
5010	Monitor Teacher Assist	03	MTA YR 7 8 9	\$18.19	\$19.19	\$19.69	\$20.69
5010	Monitor Teacher Assist	04	MTA YR 10+	\$18.83	\$19.83	\$20.33	\$21.33

**MEMORANDUM OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_<sup>th</sup> day of September 2019.

**For the Brockton School Committee**

**For the Brockton Education  
Paraprofessional Association  
Representing Monitor Teacher  
Assistant**

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