

SETTLEMENT AGREEMENT BETWEEN
THE BROCKTON SCHOOL COMMITTEE
AND
THE BROCKTON EDUCATION PARAPROFESSIONAL ASSOCIATION

WHEREAS, the Brockton School Committee (“the Committee”) and the Brockton Education Paraprofessional Association (“the Union”) are parties to a collective bargaining agreement (“Contract.”). This agreement represents full and final settlement of a grievance which is currently pending before the American Arbitration Association as AAA Case # 01-19-0003-3130, and which alleges specific violations of the Contract.

WHEREAS, the Union instituted a Grievance on May 10, 2019 (“the Grievance”) alleging that the School Committee had violated the provisions of Article II § F of the Contract with respect to the payment of substitute pay for paraprofessionals;

WHEREAS, the Committee denied that it had violated the cited language and also alleged that the grievance was untimely; and

WHEREAS, the BEPA submitted a Demand for Arbitration of the unresolved Grievance to the American Arbitration Association on October 17, 2019;

WHEREAS, the Arbitration Hearing was scheduled to be heard before duly-appointed Arbitrator Gary Altman on March 6, 2020;

WHEREAS, the Union and the School Committee wish to avoid the time, expense and uncertainty of litigation over the language contained at Article II, § F and amicably resolve the dispute;

NOW THEREFORE, the Committee and the Union agree as follows:

1. All steps and lanes of the current salary scale for paraprofessionals who do not work in the Parent Information Center will be updated to reflect a \$0.50 increase, and this increase will be effective on April 2, 2020 and paid in the April 16th payroll. This amount is to compensate bargaining unit members for classroom coverage duties that may be assigned to them by their building administration.
2. Effective for the 2019-2020 school year, all current members of the bargaining unit who hold the position of City/Building paraprofessional and SEI paraprofessional will receive a \$500 annual stipend to compensate them for the increased classroom coverage duties that are associated with these positions. These employees will receive the retro portion of the stipend for the 2019-2020 school year in the April 16th payroll and the remainder of the stipend in all checks subsequent to that payroll for the 2019-2020 school year. Moving forward, stipend payments will be pro-rated with each payroll check.
3. The Parties agree that, effective after the signing of this agreement, the current language at Article II, § F shall be deleted and replaced with the following language:

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 twenty-eight dollars and sixty cents (\$28.60) per day for such duties. Paraprofessionals who agree to substitute for a classroom teacher will be paid an additional fifty dollars (\$50.00) per day for such duties, except that this figure shall be fifty four dollars (\$54.00) per day should this substitution be in classes designated as emotionally impaired or sub-separate special education. If any of the above substituting situations occur for half a day, the Paraprofessional will be paid half of the appropriate rate. A Paraprofessional will only be eligible for substitute pay in a classroom if the classroom teacher is absent from the classroom for either the full or half day, and the Paraprofessional performs the role of a substitute teacher for the period of the teacher's absence. It is agreed that Paraprofessionals will not be eligible for the above described substitute pay for classroom coverage. It is agreed that no compensation under this section will be due for classroom coverage resulting from a teacher's absence of less than a half day from the classroom.

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.

4. The Union agrees to withdraw with prejudice the grievance filed on or about May 10, 2019, and the subsequent arbitration (AAA Case No. 01-19-0003-3130) filed on October 17, 2019 regarding the interpretation of Article II, § F within ten (10) days of the execution of this Agreement.
5. This Agreement does not constitute an admission by either of the Parties with respect to the merits of the underlying grievance and will not be considered as precedential.

Signed and sealed this _____ day of March, 2020.

For the Brockton School Committee

For the Brockton Education
Paraprofessional Association