

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, 2022 to August 31, 2025

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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 first day of November, 2022, by the SCHOOL COMMITTEE OF THE CITY OF BROCKTON (hereinafter referred to as the “Committee”) and the BROCKTON EDUCATION SUPPORT PROFESSIONAL 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 and Monitor/Teacher Assistants (“MTA”) employed by the Committee, excluding substitute Paraprofessionals and/or MTAs. The word "employee" as used herein shall mean and include all of those persons employed as a bargaining unit member as either a regular Paraprofessional or MTA by the Committee. The term “Registration Paraprofessionals” shall apply to those twelve (12) month clerical paraprofessionals who work in the School Registration and Parent Information Center (SRPIC).

ARTICLE II PROTECTION

Employees shall be entitled to the following provisions:

- A. Employees 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 employee for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the employee, 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 employees’ 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 employees 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 employee or a group of employees, 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 employees. 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 employee 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 employee, 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 employee or group of employees 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 their 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, they 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 Employees 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 they may not be represented by a representative or an officer of any organization other than the Association. When an employee 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 employees, 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 employee 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 employee.
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 their 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.

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 employees 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 the required bank account for direct deposit.
- 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. Full credit may be given for all previous full-time, full-year public school Paraprofessional or MTA experience up step 9 on the salary scale upon initial employment.
- B.
1. Employees with previous Paraprofessional or MTA experience in the Brockton School System will, upon returning to the system, receive full credit on the salary schedule for all the Brockton Paraprofessional or MTA experience.
 2. Employees 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 their 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 up to Step 4 on 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.
 4. 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 their 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.
- C. An employee who will be absent on a scheduled work day is expected to provide timely notification of their absence through the electronic absence management system. If an employee knows they will be absent for multiple days, they will provide as much notice as possible of the full duration of their anticipated absence. The failure of an employee to provide such notification without sufficient justification may subject that employee to discipline, up to and including discharge.

- D. All employees shall sign in at the central office or other designated location reasonably proximate to their work location of their assigned building each day and if they leave the school grounds during the day, they shall sign out and sign back in upon their return. Such process shall not be used for disciplinary purposes related to tardiness or absenteeism.

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. 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. Employees' 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. 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. If a position that has been posted in accordance with this Section becomes vacant again within 60 days of it being filled and no Association members applied for the initial vacancy, it need not be posted again in accordance with this Section.
- D. Employees 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. After an employee is selected to fill a vacancy, new job duties will begin no later than thirty (30) school days after the paraprofessional is notified of their selection.
- F. Newly appointed employees cannot apply for a new position until after their first anniversary date or at the discretion of the Superintendent and/or their 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/MTA positions in Brockton programs outside of the normal school day will, to the extent possible, be filled first by regularly appointed Paraprofessionals and/or MTAs in the Brockton School System. In filling such positions, consideration will be given to a Paraprofessional's/MTA's regular position, quality of performance, attendance record, length of service in the Brockton School System, and previous work in similar positions.
- H.** Employees will be given adequate opportunity to apply for positions in summer programs, and employees who do so apply will be given consideration when filling said positions.
- I.** Employees 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.
- J.** For employees who are working towards attaining their teaching license and express in writing the need to complete their student teaching, the District will make best efforts to assign the employee where such student teaching may be accomplished during the normal work day.

ARTICLE VIII **EVALUATION**

- A.** All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee. Within a reasonable length of time, employees 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. Employees will have the right, on written request, to review and respond to the contents of their personal files.
- B.** Employees 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 an Employee shall be signed by the Employee, not to indicate that they necessarily agrees with the evaluation, but as indication that they has seen it. Employees employed three years or more as of November 1st of each school year shall be evaluated once per year in March or April. If an Employee disagrees with an evaluation, they 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 Employee.
- C.** No material derogatory to an employee's conduct, service, character or personality will be placed in their personnel file unless the employee 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 an employee, 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 an employee for delinquency of professional performance. If an employee is to be disciplined or reprimanded, they may request that a representative of the Association be present.
- F.** For the first ninety (90) school days of their employment (assuming that these ninety school days occur within one school year), an employee will be an employee at will who may be terminated for any reason. After their first ninety (90) school days of employment (assuming that these ninety (90) school days occur within one school year), an employee may not be terminated within a school year, or otherwise disciplined, without just cause. An employee may be non-renewed at the conclusion of their first full school year for any reason, and such non-renewal shall not be considered discipline within the meaning of the previous sentence. An employee 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.** Employees 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 employee's employment or with the school system or in any legal proceedings connected with the employee's employment if the employee is required by law to attend. Time necessary for legal proceedings not connected with the employee'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 employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling and grandchild.
 - 3.** Up to two (2) days in the event of the death of a grandparent. Up to one (1) day in the event of the death of a 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. For as long as the City of Brockton has accepted the Massachusetts BRAVE Act, a maximum of forty (40) 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. Employees 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. Employees may be requested to submit a medical certificate of good health after either a prolonged illness (5 days or more) 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 an employee 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. 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 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 employee.

- D. For Paraprofessionals, 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.

For MTAs, a maximum of six (6) representatives chosen by the Association shall each be allowed (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. Employees, 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. An employee may be granted paid leave to take a Massachusetts Test for Educator Licensure (“MTEL”) exam. Requests for such leave must be submitted at least 30 days in advance of the anticipated leave date to the Superintendent in writing and must include documentation of the employee’s registration for the exam.

ARTICLE X
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to three (3) months will be granted to any employee 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 employee will be placed on the salary schedule at the level they had attained prior to the commencement of the leave.
- B. Military leave without pay will be granted to any employee 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 employee's salary will be based on the schedule level they would have achieved had they remained actively employed in the system during the time of their 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. An employee who requires parental leave should notify their 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 employee’s own health condition. An employee who takes sick time for their 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. After accrued paid sick days are exhausted or if sick leave is not available, an employee may elect to use accrued supplemental pay and accrued personal days for compensation while on parental leave. If an employee intends to use supplemental pay for any part of their parental leave, they must provide written notice to the Business Office of the number of supplemental pay days that they would like to use at least one month in advance of their intended departure date, if possible.

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 an employee'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 their designee.
- E.** The Committee may grant a leave of absence without pay or increment to any employee 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 their designee.
- F.** An employee 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 Association 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 extensions for renewals of leaves shall be applied for and granted in writing.
- I.** The benefits entitled to the employee 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 employee will be reassigned to the same building and same position that they held before the leave.

The Parties understand and agree that during the period of any approved leave of absence, an employee 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 employee's seniority date will be reduced by the number of days they are away from work on a no-pay status.

- J.** An Employee 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 fulltime undergraduate or graduate study, or to complete their student teaching. An Employee may submit a written request to the Superintendent to utilize this leave on an intermittent basis for the purpose of student teaching that is required to attain a teaching license. Such leave also must be approved by the employee's building principal and may be denied if the needs of the district would not allow for this leave to be taken intermittently. The decision to grant or deny leave under this section is not subject to grievance or arbitration.

- K. Employees may apply to the Superintendent for an unpaid leave of absence for up to one (1) school year, which shall be granted at the sole discretion of the Superintendent. Any denials of leave under this Section may not be grieved under any provision of this Agreement.

ARTICLE XI
HOURS OF WORK

- A. The normal workday for Six-Hour employees 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 employees 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 employees shall be those employees assigned to work in a school with an Expanded Day program. The normal workday for Expanded Day employees shall also coincide with the hours of the school to which they have been assigned, however, they will not exceed eight (8) hours. With respect to the Seven-Hour employees and Expanded Day employees, 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 their designee and if there is no objection on the part of the employee involved. All employees shall be given a 30-minute duty-free period for lunch during their work day, which shall be unpaid.

Twelve (12) month clerical paraprofessionals shall be assigned hours based on location and assignment. The School Registration and Parent Information Center (SRPIC) hours shall be as follows:

| |
|--|
| <p>Summer Hours (First day of summer recess until two weeks before start of school year) Monday, Tuesday, Wednesday, and Thursday 8:30 am - 3:00 pm</p> |
| <p>Peak Registration Schedule (Two weeks before the start of the school year through the last day of September) Monday, Tuesday, and Friday 8:00 am - 3:30 pm Wednesday and Thursday 8:00 am - 6:00 pm</p> |
| <p>Hours from first day of October through the last day of the school year Monday, Tuesday, Thursday, and Friday 8:00 am to 3:30 pm Wednesdays 8:00 am to 7:30 pm</p> |
| <p>December, February, and April vacation weeks Registration Paras are required to work a minimum of 1 day per vacation week (as scheduled by Department Supervisor)</p> |

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

| <u>Number of Years</u> | <u>Days of Supplemental Pay</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 |

The supplemental pay schedule for MTAs will be as follows:

| <u>Number of Years</u> | <u>Days of Supplemental Pay</u> |
|--|---------------------------------|
| 1 st and 2 nd | 0 |
| 3 rd through 10 th | 5 |
| Over 10 years | 10 |

- C. Supplemental pay 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 supplemental pay 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. Supplemental pay 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 their 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.

1. Twelve (12) month clerical paraprofessionals will be eligible to use their earned supplemental pay/vacation time subject to the following "black out" dates when no vacation requests will be granted: last two weeks of August, first two weeks of September, and the kindergarten registration window as set by the District.
 - a. Twelve (12) month clerical paraprofessionals cannot carry over more than ten (10) days of unused vacation time from year to year so that no Registration paraprofessional will ever have a balance greater than thirty (30) days. Ex. If a twelve (12) month clerical paraprofessional has 20 days accrued in June of 2020 and informs Payroll that they do not wish to receive payout of any of the time, they must use at least ten days during the 20-21 fiscal year. If the twelve

(12) month clerical paraprofessional has more than ten (10) days remaining at the end of the 2020-2021 school year, they must take a payout of the days in excess of ten (10).

- b. Twelve (12) month clerical paraprofessionals must inform Payroll by June 1st each year how much vacation time they want to carryover. Payroll will pay out the balance when they issue vacation pay for all other employees at the end of the school year. If a twelve (12) month clerical paraprofessional fails to notify Payroll by June 1st regarding any carryover, they will automatically be paid out their balance of vacation time at the end of the school year with other paraprofessionals. Twelve (12) month clerical paraprofessionals may use their vacation time as it is accrued.

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. Day after Presidents' Day |
| 4. Day after Thanksgiving | 10. Patriots' Day |
| 5. Christmas Day | 11. Memorial Day |
| 6. New Year's Day | 12. Juneteenth Day** |

** If the holiday occurs during the school year

Twelve (12) month clerical paraprofessionals shall be entitled to two (2) additional paid holidays – the Fourth of July and Labor Day. Twelve (12) month employees shall always be paid for Juneteenth, even if school is not in session. Twelve (12) month clerical paraprofessionals who work on the day after President's Day shall be paid for the hours worked in addition to the holiday pay.

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.

Employees who are on unpaid status for either the day before or the day after the holiday shall not be eligible for the holiday pay.

- E.** Employees employed from the first work day of the school year, which shall be the day before students return to school, will be guaranteed 182 days paid employment. In the event that the academic year is less than 182 days, the employee will be given the option of either working the difference between the actual year and the 182 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 an employee is assigned in a one-to-one capacity leaves the school system after the start of a school year, the employee will be retained but will be utilized and assigned by the Superintendent or their designee unless and until the person successfully bids on another position.

- F.** Beginning in the 2023-2024 school year the parties shall create a Substitution Pilot Program. The pilot program shall run for the duration of the 2023/2024 and 2024/2025 school

year. Continuation of any of the changes outlined in the Substitution Pilot Program, which include the below changes to Article XI, Section F, shall only occur by mutual agreement. If mutual agreement cannot be struck, the parties will revert to language in Appendix B. The parties agree that at least two (2) representatives from BESPAs and Brockton Public Schools will meet at least annually with the goal of mutual agreement on the implementation of the pilot project as outlined below:

1. Starting in the 2022-2023 school year, the Parties agree that the Committee will reclassify existing bargaining unit members into the appropriate job classes/categories based upon on their actual job duties performed in the 2022-2023 school year. (Ex. A Building Paraprofessional who is actually serving as a Kindergarten or Launch Paraprofessional shall be re-named as such.) The parties agree that the employer will begin the process to reclassify the positions after the ratification of this Agreement, and that all bargaining unit members shall be notified of their classification by the last day of school for the 2022-2023 school year.
2. Any employee who received a stipend based on their position for the 2022-2023 school year shall retain that stipend if reclassified into another position, for as long as they remain in that reclassified position. If the employee subsequently bids for another position, they will no longer receive the stipend connected to their pre-reclassification position.
3. Beginning with the 2023-2024 school year, and lasting for the duration of the subsequent school year, Building/City Paraprofessionals, Building MTAs, and One to One Paraprofessionals if their assigned child is absent shall not be permitted to decline a substituting assignment. These employees shall also be the employees required to substitute before any other bargaining unit members. All other bargaining unit members may be required to substitute in their assigned grade level and may decline assignments outside of their assigned grade level.
4. During the course of the Substitution Pilot Project Building/City Paraprofessionals and Building MTAs will receive a \$750 annual stipend.
5. For the duration of the 2022-2023 school year, MTAs will not be permitted to decline substituting assignments.

Upon ratification of the 2023-2025 agreement and for the duration of the Substitution Pilot Program only, In the event that an employee must replace a secretary and perform a major portion of the secretary's duties and responsibilities, the employee will receive an additional thirty dollars (\$30) per day for such duties.

Upon ratification of the 2023-2025 agreement and for the duration of the Substitution Pilot Program only, Employees who are assigned or agree to substitute for a classroom teacher will be paid an additional seventy-five dollars (\$75.00) per day for such duties, except that

this figure shall be seventy-nine dollars (\$79.00) 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 employee will be paid half of the appropriate rate. An employee 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 employee performs the role of a substitute teacher for the period of the teacher's absence. It is agreed that employees 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.

- G.** When teachers in a particular building are permitted to leave work early or arrive to work late due to an emergency, employees 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.** Employees may be required to attend workshops and training sessions during school hours. Whenever possible, employees shall be offered no cost training opportunities. Employees in the Special Education Department shall be given preference for no cost training opportunities.
- I.** Special Education Paraprofessionals, City/Building Paraprofessionals, Pre-School, SEI/Launch, MTAs, 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 employee 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. Employees 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 one (1) hour for riding the van or bus before school, and a minimum of one (1) hour 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). Employees 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 an employee who is serving as a van/bus monitor is required to leave their job and return to their car during the school day, they must be provided with transportation by the school to their vehicle.

Volunteers for van/bus monitors will be sought first. In the case of an unfilled van/bus monitor position, the Special Education, City/Building, Pre-School, SEI/Launch, MTAs, or Kindergarten Paraprofessional with the least seniority based on district hire date 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. Best efforts will be made to assign no more than two students with special needs to a monitor on a van. If any employee has concerns about safety, they should immediately contact the building principal.

- J.** Registration Paraprofessionals 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.
 - 1. Registration paraprofessionals will be paid for any days in which the District is closed due to weather or other emergency closures.

- K.** Any BESPA member may be appointed to serve as a long-term substitute teacher, in accordance with the parties' Collective Bargaining Agreement. If a BESPA member serves as a substitute teacher for more than ninety consecutive (90) school days, and must be evaluated as a teacher using the Brockton Education Association's process, that member should be paid at the per-diem starting teacher rate (column 1; step 1) if that rate is higher. The BESPA member should be evaluated as a teacher OR a paraprofessional/MTA in a school year. Performance as a teacher, independent of disciplinary issues, will not negatively impact the member's employment as a BESPA member.

ARTICLE XII
PERSONAL INJURY BENEFITS

Whenever an employee is absent from school as a result of personal injury which is compensable under Workers' Compensation, the employee may choose to supplement the Workers' Compensation payments by drawing upon their accumulated sick leave in amounts that will allow the employee 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 employee 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 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 **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 their 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 their 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 their 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. Employees 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 employees 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. Twelve (12) month clerical paraprofessionals will be eligible to earn 15 sick days annually. On or before November 30, the School Department will provide all employees 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. Prior to the 2023-2024 school year, full-time MTAs accrued a maximum of ten (10) sick days per school year.

Generally, sick leave will be utilized in full day increments. However, under the following conditions, a half day may be utilized.

1. If an employee becomes ill while at work and needs to leave work for the rest of the day within the first 1½ hours of their applicable contractual workday, (s)he will be charged a full sick day. If an employee who becomes ill leaves work within the last 1½ hours of their applicable contractual workday, (s)he will not be charged any sick time. If an employee becomes ill and leaves work for the rest of the day between the points in time identified in the two preceding sentences, (s)he will be charged ½ of a sick day.
 2. Employees are strongly encouraged to schedule medical appointments and medical treatments outside of the workday. If such scheduling is not possible, and if an employee therefore must use sick leave, the employee will be charged only a half sick day if the absence is for one-half or less than one-half of their applicable contractual workday. Employees are required to provide Human Resources with documentation showing the date and time of the medical appointment in advance of the absence if possible, otherwise it must be provided as soon after the absence as possible. Failure to provide this notice will lead to the absence being considered unexcused and may lead to potential discipline for sick time abuse. Except under extenuating circumstances, employees will be limited to the use of no more than four (4) half sick days per year for medical appointments or medical treatment. Employees are expected to give as much notice as possible to their supervisor for absences due to medical appointments or medical treatment, although no disclosure of the underlying medical reason is needed.
- 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 their doctor substantiating their 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.)

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 Employees who are on a paid status for an entire school or work year. Employees 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:

For Paraprofessionals:

| <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 |

For MTAs:

| <u>Used Sick Days</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------|-------------|-----------------------|
| 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 Employees accumulated sick leave days. Employees 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 Employee from receiving a low sick leave utilization stipend for that year.

- E. Employees 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. Employees 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 employee who does not report to work for three (3) consecutive days without any notification to the School District will be considered to have abandoned their job, and may have their employment terminated by the Committee.

G. Sick Leave Bank

- 1. 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.
- 2. 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 they desire to join. An employee who desires to withdraw from the bank must do so by October 1st of the school year of withdrawal.
- 3. 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.
- 4. 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:
 - a. medical evidence of serious extended illness;
 - b. prior utilization of eligible sick leave; and,
 - c. 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.

5. 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.
6. 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 their 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. 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.
- 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 employees 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 |

B. Longevity payments will be made in the first regular pay period in December each year barring any emergency that impacts District operations.

ARTICLE XVIII
DURATION

- A. This contract represents a three year agreement from September 1, 2022 through August 31, 2025 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 XIX
GENERAL

- A. There will be no reprisals of any kind taken against any employee by reason of their 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 School Committee will use its best efforts to provide the Association President with a School Committee packet in a timely manner.
- F.** 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.”
- G.** Meetings and Consultation. Representatives of the BESPAs 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.
- H.** Contact Information. The employer shall (a) provide to the BESPAs 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 BESPAs 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.
- I.** The employer will not disparage BESPAs or discourage participation in any way. The employer shall make payroll deductions and remit such deductions to the BESPAs 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 they wish 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.
- J.** Enrollment of Children of Employees:
1. Subject to the approval of the Superintendent or Designee, and contingent upon the factors set out below, non-resident children of bargaining unit members may enroll, without charge for tuition, in the Brockton Public Schools.
 2. Enrollment and/or continued enrollment of a non-resident child in the Brockton Public Schools under this policy is contingent upon the following:
 - a. The child is enrolled by October 1st or the child must wait until the following school year to enroll.

- b. The child's parent continues to be a staff member of the Brockton Public Schools.
 - c. Space is available in the appropriate program, grade level, and/or classes in the building in which the student desires to enroll.
 - d. The child abides by the regulations of the Brockton Public School
 - e. Children who have been expelled from another public or private school will not be eligible for admittance.
 - f. The student's admission to a particular school must be consistent with School Committee Policy JC/JCV, Section 3, m.
 - g. Transportation will be the responsibility of the parent.
 - h. The purpose of this policy is to permit the non-resident children of current staff members to attend the Brockton Public Schools. Therefore, in the event that a student who has been admitted pursuant to this policy required an educational placement outside the Brockton Public School setting, that student will return to their town or city of residence in order to obtain the needed educational placement.
- K.** Effective September 1, 2023 until August 31, 2026, the Brockton Education Support Professional Association (BESPA) President shall be released from typical job duties for up to two (2) days per work week. The two (2) days will be used for the business of the Association, up to and including meeting with members, attending conferences, and working with the District on labor relations issues. The two (2) days shall be set at the beginning of each school year by the Association President in collaboration with their building principal, but can occasionally be moved upon mutual agreement of the Association and the employer. The President shall receive full salary and benefits, as dictated by the collective bargaining agreement, paid by the district for one (1) of these release days each week and paid by the Association for the other day each week. At the conclusion of the President's term(s) the President shall return to the same position and work location as they occupied just prior to becoming President.

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 Support Professional Association, Massachusetts Teachers Association or the National Education Association, or any one of such Associations, as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the moneys promptly to such Association or Associations. Employees 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 Support Professional Association
Massachusetts Teachers Association
National Education Association**

Dated _____

Employee'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 maintain separate Paraprofessional and MTA seniority lists. 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. Should a reduction in force become necessary, reductions shall be made based on the separate MTA and/or paraprofessional seniority lists. For purposes of placing displaced employees and recalls, all impacted employees shall be placed on a merged displaced or recall list containing both paraprofessionals and MTAs, which shall be ranked by seniority.
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. **Displaced Employee** – A “displaced employee” shall be defined as an Employee whose position is eliminated, but who is not laid off pursuant to Paragraph C below. Displaced employees 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. For MTAs: 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.

For Paraprofessionals: 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. Employees 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 employee 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 employee may request a meeting with the Human Resources Department to discuss their reassignment preferences.
- E. Written notification of pending layoff will be given to affected employees as soon as possible.
- F. Employees who are laid off under this Article may be recalled to open employees positions within 24 months from the date of layoff as follows:
 - 1. An employee 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 employee position occurs within 24 months from the date of layoff, the Human Resources department will attempt to notify qualified employees 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 employee's seniority, work experience, and training.
 - 3. If an employee who has rights under this section is rehired within the 24 month period, they will be credited with the unused sick leave, accrued seniority, and step placement that they had at the time of layoff.
 - 4. If an employee does not respond to reasonable efforts by the Human Resources department to contact her/him regarding a recall opportunity, or if an employee 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.

APPENDIX A

- A. The Committee agrees to pay Paraprofessionals time and one-half for work in excess of eight (8) hours per day or over forty (40) hours per week.
- B. 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 employees assigned to substantially separate classrooms, preschool paraprofessionals, one-to-one paraprofessionals, and employees who serve as interpreters for the hearing impaired shall receive a \$1,000 stipend per year.

All other employees who are assigned to special education settings or students, but who do not belong to one of the classifications listed above shall receive a stipend of \$750 per year.

Launch or SEI paraprofessionals shall receive a stipend of \$500 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.

Library paraprofessionals shall not be assigned outside of the library to do work in classrooms during time when students are not in the library unless it is a time when students normally would have been assigned to the library and the students are not present (i.e., a field trip day). This time when library is free will be reserved for tasks such as sorting, lifting, and shelving library books; maintaining inventory; processing books; and performing clerical tasks.

APPENDIX B

If the parties fail to reach agreement on a new system for substitution, as referenced in Article XI, Section F, the following language shall replace the pilot program:

In the event that an employee 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. Employees 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. An employee 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 employee performs the role of a substitute teacher for the period of the teacher's absence. It is agreed that employees 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.

WAGES:

2022-2023

| Paraprofessional/MTAs | \$2.00 increase | | | | |
|------------------------------|------------------------|-----------|-----------|-----------|-----------|
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$18.90 | \$19.47 | \$19.85 | \$20.22 | \$20.60 |
| SECOND YEAR -STEP 2 | \$19.66 | \$20.25 | \$20.64 | \$21.04 | \$21.43 |
| 3RD & 4TH-STEP 3 | \$20.83 | \$21.45 | \$21.87 | \$22.29 | \$22.70 |
| 5TH& 6TH - STEP 4 | \$21.30 | \$21.94 | \$22.37 | \$22.79 | \$23.22 |
| 7TH & 8TH - STEP 5 | \$21.83 | \$22.48 | \$22.92 | \$23.36 | \$23.79 |
| 9TH & 10TH - STEP6 | \$22.12 | \$22.78 | \$23.23 | \$23.67 | \$24.11 |
| 11TH & 12TH - STEP 7 | \$22.79 | \$23.47 | \$23.93 | \$24.39 | \$24.84 |
| 13TH &14TH - STEP 8 | \$23.12 | \$23.81 | \$24.28 | \$24.74 | \$25.20 |
| 15TH- STEP 9 | \$23.66 | \$24.37 | \$24.84 | \$25.32 | \$25.79 |
| 20TH- STEP 10 | \$24.79 | \$25.53 | \$26.03 | \$26.53 | \$27.02 |

| SRPIC | | | | | |
|----------------------|------------------------|-----------|-----------|-----------|-----------|
| | \$2.00 increase | | | | |
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$21.84 | \$22.50 | \$22.93 | \$23.37 | \$23.81 |
| SECOND YEAR -STEP 2 | \$22.62 | \$23.30 | \$23.75 | \$24.20 | \$24.66 |
| 3RD & 4TH-STEP 3 | \$23.83 | \$24.54 | \$25.02 | \$25.50 | \$25.97 |
| 5TH& 6TH - STEP 4 | \$24.31 | \$25.04 | \$25.53 | \$26.01 | \$26.50 |
| 7TH & 8TH - STEP 5 | \$24.86 | \$25.61 | \$26.10 | \$26.60 | \$27.10 |
| 9TH & 10TH - STEP6 | \$25.16 | \$25.91 | \$26.42 | \$26.92 | \$27.42 |
| 11TH & 12TH - STEP 7 | \$25.85 | \$26.63 | \$27.14 | \$27.66 | \$28.18 |
| 13TH &14TH - STEP 8 | \$26.19 | \$26.98 | \$27.50 | \$28.02 | \$28.55 |
| 15TH- STEP 9 | \$26.74 | \$27.54 | \$28.08 | \$28.61 | \$29.15 |
| 20TH- STEP 10 | \$27.91 | \$28.75 | \$29.31 | \$29.86 | \$30.42 |

| ADULT LEARNING CENTER AND HEALTH PARAPROFESSIONALS 3% DIFFERENTIAL | | | | | |
|---|------------------------|-----------|-----------|-----------|-----------|
| | \$2.00 increase | | | | |
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$19.41 | \$19.99 | \$20.38 | \$20.77 | \$21.16 |
| SECOND YEAR -STEP 2 | \$20.19 | \$20.80 | \$21.20 | \$21.60 | \$22.01 |
| 3RD & 4TH-STEP 3 | \$21.39 | \$22.03 | \$22.46 | \$22.89 | \$23.32 |
| 5TH& 6TH - STEP 4 | \$21.88 | \$22.54 | \$22.97 | \$23.41 | \$23.85 |
| 7TH & 8TH - STEP 5 | \$22.42 | \$23.09 | \$23.54 | \$23.99 | \$24.44 |
| 9TH & 10TH - STEP6 | \$22.72 | \$23.40 | \$23.86 | \$24.31 | \$24.76 |
| 11TH & 12TH - STEP 7 | \$23.41 | \$24.11 | \$24.58 | \$25.05 | \$25.52 |
| 13TH &14TH - STEP 8 | \$23.75 | \$24.46 | \$24.94 | \$25.41 | \$25.89 |
| 15TH- STEP 9 | \$24.31 | \$25.04 | \$25.53 | \$26.01 | \$26.50 |
| 20TH- STEP 10 | \$25.47 | \$26.23 | \$26.74 | \$27.25 | \$27.76 |

2023-2024

| Paraprofessional/MTAs | \$2.00 increase | | | | |
|------------------------------|------------------------|-----------|-----------|-----------|-----------|
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$20.90 | \$21.53 | \$21.95 | \$22.36 | \$22.78 |
| SECOND YEAR -STEP 2 | \$21.66 | \$22.31 | \$22.74 | \$23.18 | \$23.61 |
| 3RD & 4TH-STEP 3 | \$22.83 | \$23.51 | \$23.97 | \$24.43 | \$24.88 |
| 5TH& 6TH - STEP 4 | \$23.30 | \$24.00 | \$24.47 | \$24.93 | \$25.40 |
| 7TH & 8TH - STEP 5 | \$23.83 | \$24.54 | \$25.02 | \$25.50 | \$25.97 |
| 9TH & 10TH - STEP6 | \$24.12 | \$24.84 | \$25.33 | \$25.81 | \$26.29 |
| 11TH & 12TH - STEP 7 | \$24.79 | \$25.53 | \$26.03 | \$26.53 | \$27.02 |
| 13TH &14TH - STEP 8 | \$25.12 | \$25.87 | \$26.38 | \$26.88 | \$27.38 |
| 15TH- STEP 9 | \$25.66 | \$26.43 | \$26.94 | \$27.46 | \$27.97 |
| 20TH- STEP 10 | \$26.79 | \$27.59 | \$28.13 | \$28.67 | \$29.20 |

| SRPIC | | | | | |
|----------------------|------------------------|-----------|-----------|-----------|-----------|
| | \$2.00 increase | | | | |
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$23.84 | \$24.56 | \$25.03 | \$25.51 | \$25.99 |
| SECOND YEAR -STEP 2 | \$24.62 | \$25.36 | \$25.85 | \$26.34 | \$26.84 |
| 3RD & 4TH-STEP 3 | \$25.83 | \$26.60 | \$27.12 | \$27.64 | \$28.15 |
| 5TH& 6TH - STEP 4 | \$26.31 | \$27.10 | \$27.63 | \$28.15 | \$28.68 |
| 7TH & 8TH - STEP 5 | \$26.86 | \$27.67 | \$28.20 | \$28.74 | \$29.28 |
| 9TH & 10TH - STEP6 | \$27.16 | \$27.97 | \$28.52 | \$29.06 | \$29.60 |
| 11TH & 12TH - STEP 7 | \$27.85 | \$28.69 | \$29.24 | \$29.80 | \$30.36 |
| 13TH &14TH - STEP 8 | \$28.19 | \$29.04 | \$29.60 | \$30.16 | \$30.73 |
| 15TH- STEP 9 | \$28.74 | \$29.60 | \$30.18 | \$30.75 | \$31.33 |
| 20TH- STEP 10 | \$29.91 | \$30.81 | \$31.41 | \$32.00 | \$32.60 |

| ADULT LEARNING CENTER AND HEALTH PARAPROFESSIONALS 3% DIFFERENTIAL | | | | | |
|---|------------------------|-----------|-----------|-----------|-----------|
| | \$2.00 increase | | | | |
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$21.41 | \$22.05 | \$22.48 | \$22.91 | \$23.34 |
| SECOND YEAR -STEP 2 | \$22.19 | \$22.86 | \$23.30 | \$23.74 | \$24.19 |
| 3RD & 4TH-STEP 3 | \$23.39 | \$24.09 | \$24.56 | \$25.03 | \$25.50 |
| 5TH& 6TH - STEP 4 | \$23.88 | \$24.60 | \$25.07 | \$25.55 | \$26.03 |
| 7TH & 8TH - STEP 5 | \$24.42 | \$25.15 | \$25.64 | \$26.13 | \$26.62 |
| 9TH & 10TH - STEP6 | \$24.72 | \$25.46 | \$25.96 | \$26.45 | \$26.94 |
| 11TH & 12TH - STEP 7 | \$25.41 | \$26.17 | \$26.68 | \$27.19 | \$27.70 |
| 13TH &14TH - STEP 8 | \$25.75 | \$26.52 | \$27.04 | \$27.55 | \$28.07 |
| 15TH- STEP 9 | \$26.31 | \$27.10 | \$27.63 | \$28.15 | \$28.68 |
| 20TH- STEP 10 | \$27.47 | \$28.29 | \$28.84 | \$29.39 | \$29.94 |

2024-2025

| Paraprofessional/MTAs | \$2.25 increase | | | | |
|------------------------------|------------------------|-----------|-----------|-----------|-----------|
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$23.15 | \$23.84 | \$24.31 | \$24.77 | \$25.23 |
| SECOND YEAR -STEP 2 | \$23.91 | \$24.63 | \$25.11 | \$25.58 | \$26.06 |
| 3RD & 4TH-STEP 3 | \$25.08 | \$25.83 | \$26.33 | \$26.84 | \$27.34 |
| 5TH& 6TH - STEP 4 | \$25.55 | \$26.32 | \$26.83 | \$27.34 | \$27.85 |
| 7TH & 8TH - STEP 5 | \$26.08 | \$26.86 | \$27.38 | \$27.91 | \$28.43 |
| 9TH & 10TH - STEP6 | \$26.37 | \$27.16 | \$27.69 | \$28.22 | \$28.74 |
| 11TH & 12TH - STEP 7 | \$27.04 | \$27.85 | \$28.39 | \$28.93 | \$29.47 |
| 13TH &14TH - STEP 8 | \$27.37 | \$28.19 | \$28.74 | \$29.29 | \$29.83 |
| 15TH- STEP 9 | \$27.91 | \$28.75 | \$29.31 | \$29.86 | \$30.42 |
| 20TH- STEP 10 | \$29.04 | \$29.91 | \$30.49 | \$31.07 | \$31.65 |

| SRPIC | | | | | |
|----------------------|------------------------|-----------|-----------|-----------|-----------|
| | \$2.25 increase | | | | |
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$26.09 | \$26.87 | \$27.39 | \$27.92 | \$28.44 |
| SECOND YEAR -STEP 2 | \$26.87 | \$27.68 | \$28.21 | \$28.75 | \$29.29 |
| 3RD & 4TH-STEP 3 | \$28.08 | \$28.92 | \$29.48 | \$30.05 | \$30.61 |
| 5TH& 6TH - STEP 4 | \$28.56 | \$29.42 | \$29.99 | \$30.56 | \$31.13 |
| 7TH & 8TH - STEP 5 | \$29.11 | \$29.98 | \$30.57 | \$31.15 | \$31.73 |
| 9TH & 10TH - STEP6 | \$29.41 | \$30.29 | \$30.88 | \$31.47 | \$32.06 |
| 11TH & 12TH - STEP 7 | \$30.10 | \$31.00 | \$31.61 | \$32.21 | \$32.81 |
| 13TH &14TH - STEP 8 | \$30.44 | \$31.35 | \$31.96 | \$32.57 | \$33.18 |
| 15TH- STEP 9 | \$30.99 | \$31.92 | \$32.54 | \$33.16 | \$33.78 |
| 20TH- STEP 10 | \$32.16 | \$33.12 | \$33.77 | \$34.41 | \$35.05 |

| ADULT LEARNING CENTER AND HEALTH PARAPROFESSIONALS 3% DIFFERENTIAL | | | | | |
|---|------------------------|-----------|-----------|-----------|-----------|
| | \$2.25 increase | | | | |
| | new base | 3% | 5% | 7% | 9% |
| FIRST YEAR -STEP 1 | \$23.66 | \$24.37 | \$24.84 | \$25.32 | \$25.79 |
| SECOND YEAR -STEP 2 | \$24.44 | \$25.17 | \$25.66 | \$26.15 | \$26.64 |
| 3RD & 4TH-STEP 3 | \$25.64 | \$26.41 | \$26.92 | \$27.43 | \$27.95 |
| 5TH& 6TH - STEP 4 | \$26.13 | \$26.91 | \$27.44 | \$27.96 | \$28.48 |
| 7TH & 8TH - STEP 5 | \$26.67 | \$27.47 | \$28.00 | \$28.54 | \$29.07 |
| 9TH & 10TH - STEP6 | \$26.97 | \$27.78 | \$28.32 | \$28.86 | \$29.40 |
| 11TH & 12TH - STEP 7 | \$27.66 | \$28.49 | \$29.04 | \$29.60 | \$30.15 |
| 13TH &14TH - STEP 8 | \$28.00 | \$28.84 | \$29.40 | \$29.96 | \$30.52 |
| 15TH- STEP 9 | \$28.56 | \$29.42 | \$29.99 | \$30.56 | \$31.13 |
| 20TH- STEP 10 | \$29.72 | \$30.61 | \$31.21 | \$31.80 | \$32.39 |

