

Everett Teachers Association

Paraprofessional Unit

Proposals for Bargaining

Article 1

Recognition

The Committee recognizes the Everett Teachers Association for the purposes of collective bargaining as the exclusive representative of the paraprofessionals bargaining unit, consisting of all full and part time paraprofessionals employed by the Everett Public Schools. Unless otherwise indicated the employees in this bargaining unit will be referred to as “paraprofessionals.”

Employees hired after the start of the school year and who work fifteen (15) or more days are considered members of the bargaining unit.

Article 2

Scope

1. The Committee and the School Administration agree not to discriminate against any paraprofessional or applicant for employment because of race, color, age, religion, national origin, gender identity or expression, marital status, sexual orientation, or physical handicap.
2. If any part or provision of this Agreement is found to be contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, and the validity of any other part or provision shall continue in full force and effect.

Article 3

Deductions and Information

1. Dues Deductions

The Committee hereby accepts the provisions of Section 17C, Chapter 180 of the General Laws of Massachusetts and shall certify to the City Treasurer all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

2. Contact Information

The Committee and their agents will provide to the Association the name, job title, and work location(s) of each new hire in the bargaining unit within thirty (30) days after a prospective

employee accepts an offer for employment and will also provide the Association with all of each new hire's personal contact information on file with the Everett Public Schools. The Committee and its agents will not release any personal contact information of any employee to any third party without prior notice to the employee and the Association and without receiving permission from the employee and the Association.

Article 4 Grievance Procedure

1. Definitions

- a. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this CONTRACT or any subsequent contract entered into pursuant to this CONTRACT. The term "grievance" shall not apply to any matter as to which the School Committee is without authority to act.
- b. An "aggrieved person" is the person or persons making the claim.
- c. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to the problems, which may, from time to time, arise affecting the welfare or working conditions of paraprofessionals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing herein contained will be construed as limiting the right of any paraprofessional having a grievance, to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this AGREEMENT and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3. General Procedure

Level One: The aggrieved employee shall submit their grievance, in writing, to a member of the Professional Rights and Responsibilities Committee of the Association. Within fifteen (15) school days, the Association representative shall present the grievance in writing to the appropriate supervisor or principal and the Director of Human Resources or his or her designee. In the case of a class action grievance, the Association Representative shall present the grievance to the

Superintendent. At the conference, the paraprofessional and/or Association may present the grievance.

The appropriate supervisor or principal shall convey his decision in writing to the aggrieved paraprofessional and the Association within five (5) school days after said conference.

Level Two: If the grievance is not resolved at level one (1), the Association may appeal by forwarding the grievance in writing to the Superintendent within five (5) school days after the level one (1) decision has been received. The appeal shall include:

1. Name of the grievant
2. Statement of facts involved
3. Suggested remedy

The Superintendent shall hold a meeting with the aggrieved paraprofessional and the Association within ten (10) school days of receipt of the grievance.

The paraprofessional and the Association may present the grievance. Within ten (10) school days, the Superintendent shall communicate their decision to the teacher and the Association in writing.

Level Three: An appeal of the decision of level two (2) may be made in writing, signed by the Association and the Grievant, to the School Committee within ten (10) school days after the decision from level two (2) has been received. A meeting shall be held within two school committee meetings next following submission of the grievance. No more than thirty (30) days shall elapse before the grievance is discussed at this level. Present at the meeting shall be the paraprofessional, the Association, and/or counsel, and all will have a right to be heard. The School Committee shall notify the paraprofessional and the Association of its decision within five (5) school days after the hearing.

Level Four: If at the end of the twenty-five (25) days next following the presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve the interpretation of application of any provision of this CONTRACT, the Association may be given written notice to the School Committee within ten (10) days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration; in which event the School Committee or the Association may forthwith submit the grievance to the Board of Conciliation and Arbitration established under Chapter 150 of the General Laws of Massachusetts for arbitration and decision in accordance with the applicable rules of the said Board. The decision made in such arbitration shall be final and binding on the School Committee, the Association, and the aggrieved employee.

4. General Provisions

- a. If at the end of the fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One (1) of the procedure set forth in

Section 3 above, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section 3.

- b. Written communications, other documents, or records, relating to any grievance shall be filed in a special file maintained by the Everett Public Schools.
- c. A failure of the representative of the committee responsible to meet and/or answer a grievance at any of the levels of the grievance procedure within the time limits provided shall permit the Association to proceed to the next level of the grievance procedure.
- d. Time limits at all levels can be extended by mutual agreement.

Article 5

Work Hours, Work Year

1. The Paraprofessional work day is: 8:00 AM to 2:30 PM
2. The Paraprofessional work year is the EPS student year, 180 school days plus 2 professional development days.
3. Paraprofessionals may be required to attend principal meetings and will be provided with a minimum of forty eight hours' notice prior to any required attendance.
4. If a paraprofessional starts after the school year has begun, they will receive vacation days at a prorated amount of 1 day per month.
5. 30 minute lunch time

Article 6

Evaluation, Discipline, Resignation

1. The work performance of each paraprofessional will be evaluated annually. The Parties agree to form a joint study committee comprised of an equal number of representatives appointed by the Superintendent and the Association President to review and make recommendations relative to an annual evaluation process and instrument. The joint committee will commence meeting on or before August 1, 2020. The Parties agree that one negative evaluation will not impact salary increases for the following school year but that a second annual unsatisfactory evaluation could result in a termination of employment with the Everett Public Schools. After the first year of a negative evaluation, the paraprofessional will be placed on a Performance Improvement Plan, in which measurable goals towards improvement shall be outlined. Supervisors will meet

with the paraprofessional monthly to determine progress towards meeting those goals. The joint committee will report out its recommendations to the negotiation teams on or before September 1, 2020. The agreement of the Parties will be reduced to writing and subject to ratification.

2. Paraprofessionals will be considered probationary employees for their first ninety (90) school days of employment. After completion of the probationary period, paraprofessionals will not be reprimanded, disciplined, suspended, or discharged without just cause.
3. Paraprofessionals may request, to review their personnel file, or any portion thereof and will be provided with access without undue delay.
4. A paraprofessional who intends to resign their position shall give notice to the Superintendent through their Principal no less than two (2) calendar weeks in advance of the proposed final day of work. The Superintendent may, with the agreement of the paraprofessional, release the paraprofessional sooner.
5. Evaluators will provide paraprofessionals with a copy of their completed annual evaluation via hard copy or email.
6. Within one week after providing the annual evaluation to the paraprofessional, they will be given the opportunity to schedule a meeting with their evaluator.

Article 7
Covering for a Teacher

A paraprofessional shall not be assigned, required or requested to volunteer to serve as substitute coverage for a teacher or any other school employee.

Article 8
Paid Leaves of Absence

1. Sick Leave

- a. Each full-time paraprofessional shall be granted ten (10) days of sick leave per school year. Sick days may accumulate from year to year up to a total accumulation of 130 days.

- b. Paraprofessionals who begin after the start of the school year will receive a prorated benefit.
- c. Paraprofessionals who are hired for positions in other bargaining units will be able to transfer their accumulated sick leave to their new position.

2. Sick Leave Bank

Effective (DATE), a sick leave bank shall be established for use by eligible members of the paraprofessional staff covered by this Agreement who have a serious illness or accident which results in the exhaustion of an individual's accumulated sick leave.

- a. On (DATE), members of the paraprofessional staff covered by this Agreement shall each contribute two (2) days of their annual ten (10) days of sick leave in order to fund the bank. At the end of each school year, paraprofessionals will be invited to donate their "over maximum" sick days to the Sick Bank.
- b. The initial grant of sick leave by the bank committee to an eligible employee shall not exceed thirty (30) days.
- c. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant. The maximum days granted an individual will not exceed (#) days.
- d. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
- e. The sick leave bank shall be administered by a sick leave bank committee consisting of five members. Three (3) members shall be designated by the Association and two (2) will be designated by the school department. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave.
 - i. Adequate medical evidence of serious illness.
 - ii. Prior utilization of all eligible sick leave.
- f. When the unused sick leave bank days reach fifty (50) days, it shall be increased by the contribution (assessment) of one (1) additional day of sick leave by each member of the paraprofessional staff covered by this Agreement. Additional contributions (assessments) will be deducted from the paraprofessional's annual sick leave.
- g. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

3. Personal Leave

- a. Paraprofessionals may use up to three (3) paid days per year for religious, personal legal, business, household or family matters which require absence during school hours. Unused personal days do not accumulate into the succeeding school year.
- b. Requests for personal time shall be made pursuant to Everett Public Schools policy.

4. Bereavement/Funeral Leave

- a. In the case of father, mother, brother, sister, spouse, son, daughter, father-in-law, mother-in-law, no reduction of salary will be made for absence not exceeding four (4) days. In the case of the death of a grandchild or grandparent, a paraprofessional shall be granted two (2) days leave. Funeral leave of one day shall be granted for aunt, uncle, niece, nephew, brother-in-law, sister-in-law.
- b. Requests for bereavement leave shall be made pursuant to Everett Public Schools policy.

5. Jury/Witness Duty

- a. In Massachusetts, an employee who is summoned to jury duty or to appear in court as a witness shall receive their full daily rate of pay for the first three (3) days of juror or witness service. If required to serve beyond three (3) days, the paraprofessional will be paid the difference between their daily rate of pay and the daily jury/witness stipend provided by the Commonwealth of Massachusetts. If serving in another state, the state law concerning jury/witness duty will guide the rate of pay requirements for that employee's jury/witness duty. In no event will a paraprofessional suffer a loss of compensation while serving jury/witness duty.
- b. Paraprofessionals shall be required to submit evident of jury/witness duty service pursuant to Everett Public Schools policy.

6. Military Leave

Paraprofessionals called upon to serve, or who volunteer for service in the Armed Forces and who serve continuously for six (6) months or longer shall be granted a leave of absence for their term of duty, and shall be reinstated on the salary schedule one (1) step above that at which they left.

7. Religious Leave

At the discretion of the Superintendent, paraprofessionals absent for the following reason may be allowed full pay with the understanding that the time lost will be deducted from their sick leave for the current year: Religious Holidays.

9. Personal Injuries

Paraprofessionals shall be paid during an extended absence as a result of a personal injury suffered in the course of employment. The pay shall be the paraprofessional normal salary less the amount of Workmen's Compensation, sick time will be used for this difference.

Article 9 Parental Leave

The Everett School Committee agrees to abide by all of the provisions of the Massachusetts Parental Leave Act, the Small Necessities Act and the Federal Family Medical Leave Act. Parental leave allows female or male paraprofessionals who have been employed for at least three (3) consecutive months up to eight (8) weeks of leave after the birth of a child; the adoption of a child under the age of 18; adoption of a child under the age of 23 if the child is mentally or physically disabled; and placement of a child up to age 18 with the teacher per court order, subject to the following conditions and limitations:

1. A paraprofessional seeking parental leave must provide at least 2 weeks' written notice to the Superintendent of the anticipated date of departure and the paraprofessionals' intention to return; unless the delay of notice is for reasons beyond the paraprofessionals' control.
2. Such parental leave, and any pregnancy disability leave that involves the same child, shall not in total impact upon any more than two (2) consecutive school years.
3. Paraprofessionals who give birth may use their accrued paid sick time in order to receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After a paraprofessional has used all eligible leave time, any remaining time of parental leave shall be unpaid. Eligible paraprofessionals may petition the sick bank in accordance with the parameters set out in the collective bargaining agreement.
4. Non-birth parents are eligible to use up to four (4) weeks of accrued sick leave toward their parental leave. Non-birth parents are not eligible to petition the sick bank for their parental leave.
5. Parental leave will run concurrently with FMLA leave.
6. A paraprofessional granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to their previous, or a similar position with the same status, pay, length of service credit and seniority as the paraprofessional had on the date of commencement of the leave of absence. A paraprofessional does not accrue longevity credit,

credit for placement on the salary schedule, or seniority for any period during which the paraprofessional is on unpaid leave of absence. If other paraprofessionals of equal length of service and status, serving in the same or similar position, have been terminated from service because of changes in the operation of the school system affecting employment of staff of the same type during the period of such parental leave of absence, the paraprofessional shall not be entitled to be restored to their paraprofessional position.

7. A paraprofessional who has been employed at least three months at the start of a parental leave will be granted an unpaid childrearing leave of absence by the School Committee of up to two (2) years from the effective date of commencement of the leave, but such leave shall not impact more than two consecutive school years. The paraprofessional will provide the Superintendent with at least two weeks written notice of this leave and their anticipated date of return. Paraprofessionals do not accrue longevity credit, credit for placement on the salary schedule, or seniority for any period during which the paraprofessional is on an unpaid child rearing leave of absence. Child rearing leave will not affect a paraprofessional's right to receive entitled benefits for which they were eligible at the date of the leave; provided, however that such child rearing leave shall not be included, when applicable, in the computation of such benefits. Upon their return, they shall receive the normal salary increment, provided that the paraprofessional has completed at least 120 days of the school year.

8. Return from childrearing leave shall be on the first day of the school year unless mutually agreed to by the paraprofessional and the Superintendent.

9. In the case when both parents are employed by the Everett Public Schools, only one (1) parent shall be entitled to an unpaid child rearing leave pursuant to this Article.

10. Unless otherwise mutually agreed to by the paraprofessional and the Superintendent, a paraprofessional who has taken a childrearing leave pursuant to this Article must work one full school year before being eligible to take another unpaid childrearing leave.

11. A paraprofessional may not engage in remunerative employment inconsistent with the purpose of this childrearing leave. "Inconsistent" shall be defined as more than half time employment outside the home."

Article 10 **Severance Pay**

Upon retirement or death, a teacher or estate will be paid fifty dollars (\$50.00) per day of unused sick leave accumulated up to a maximum of one hundred twenty (120) days to be paid on or before August 1.

Article 11

1. Effective for the 2019-2020 work year, paraprofessionals will be paid for the duration of the school year (including the four snow days) and wages will be retroactively increased by 3%.
2. Effective for the 2020-2021 school year, the Parties agree to re-open bargaining to negotiate an annualized compensation salary scale which will include, but not be limited to, salary steps and columns. The new salary scale will be effective on the first pay period after the ratification of the salary scale by the Association and the Committee.
3. Annualized pay will commence on the first pay period after Labor Day in September, 2020.
4. Longevity:
 - Fifteen (15) + years: \$400
 - Twenty (20) + years: \$500
 - Twenty-five (25) + years: \$600
 - Thirty (30) + years: \$700

Article 12

Seniority, Vacancies, Transfers and Layoffs

1. Seniority

Seniority is defined as the length of continuous employment in this bargaining unit in the Everett Public Schools including time on a paid leave of absence. Seniority is broken if an employee resigns or is discharged for just cause.

2. Notice of Vacant Positions

- a. All vacancies, promotions and new positions created in the Everett Public School and covered under this agreement shall be sent to the Association Representative and the Association President and posted internally ten (10) days prior to being posted/advertised outside of the District.
- b. All temporary positions will be posted internally and on-line and will be made available to currently employed part time paraprofessional prior to any external posting and/or interview.

3. Layoffs and Recall

- a. In the event that reductions in staff will cause layoffs of paraprofessionals, the Association will be notified. Any impacted paraprofessionals shall be notified thirty

days in advance in the event of a school year reduction in staff between the months of September and May and by June 15 in the event of an end of school year reduction in staff.

- b. Volunteers (for a layoff or transfer) will be sought prior to any paraprofessionals being laid off or involuntary transferred. All such volunteers will be considered as involuntary discharges for the purpose of unemployment eligibility.
- c. Layoffs and involuntary transfers will begin with the least senior member of the bargaining unit and will continue up the seniority list. Impacted paraprofessionals shall be notified in writing.
- d. Laid off paraprofessionals will be placed on a recall list for, one year from the effective day of the layoff. Paraprofessionals shall be recalled in the reverse order of the effective date of the layoff. Should a laid off paraprofessional refuse one recall, they will be removed from the recall list.
- e. Paraprofessionals returning as a result of recall will return to their same wage step held before the layoff occurred. The paraprofessional will retain their accumulated sick leave and vacation leave earned prior to the layoff.

Article 13

Association Benefits

1. Use of Buildings

The Association will be granted the use of school buildings without cost at reasonable times for meetings. All requests must be made to the Superintendent's Office. The principal of the building in question will be notified in advance of the time and place of all such meetings by the Superintendent's Office.

2. Bulletin Board and Notices

Each staff lounge will have one (1) shared bulletin board in a reserved area for the exclusive purpose of displaying notices, circulars, and other Association material. The Association president will review notices prior to their posting.

3. Association access to Orientation

Representatives of the Association will be provided with at least one hour during new Administrative Assistants orientation meetings at a mutually agreeable time.

Article 14

Professional Development

Paraprofessionals are required to complete five (5) hours of self-directed professional development each school year.

Article 15
Indemnification

A paraprofessional who as a result of the performance of their duties is sued shall be defended by the Office of the City Solicitor provided that the paraprofessional agrees to be represented by the Office.

Article 16
Management Rights

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or to change any rule or policy adopted prior to the date of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this contract, and it is agreed that no member of the Association shall contact the School Committee concerning any matter covered by this Agreement without first bringing the matter to the attention of the Superintendent. The School Committee is a public body established under the statutes of Massachusetts and has final responsibility for establishing the policies of the public schools for management of said schools and for directing their operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Association by specific provisions of this Agreement.

Among such responsibilities as are vested exclusively in Management are the following: the right to hire, promote, transfer, assign, schedule and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees in accordance with the provisions in Articles 5, 6 and 12, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department in situations of emergency.

Article 17
Duration

This contract is in effect from August 15, 2019 until August 14, 2021.

This agreement is subject to ratification of the parties.