

Contract Between the
Leicester Paraprofessionals Association
and
The Leicester School Committee
July 1, 2016 - June 30, 2019

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ARTICLE 1 – PURPOSE and RECOGNITION

The School Committee of the School District of Leicester recognizes the Leicester Paraprofessionals Association as the exclusive representative for all full-time and regular part-time paraprofessional employees in the bargaining unit certified by the Massachusetts Labor Relations Board, excluding all managerial, confidential, substitutes and other employees, for the purpose of collective bargaining on all matters subject to negotiation pursuant to G.L.c. 150E.

No other agreement, understanding, consideration, or interpretation that alters, varies, waives, modifies or adds to any of the provisions of this agreement shall be made with any other employee or group of employees by the employer or any of its agents or representatives, unless it has been agreed to in writing by the association.

Any agreement made in violation of the foregoing provision shall not constitute a waiver of the association's right to future enforcement of any of the terms contained herein.

ARTICLE 2 - EMPLOYER'S RIGHTS

The Union recognizes that the School Committee and the Administration must provide quality, efficient and economical operation of its schools and to promulgate reasonable rules and regulations thereof. To this end, the District retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this agreement. These rights include but are not limited to:

- maintain order and efficiency
- select, hire, promote and direct the employees in accordance with the requirements, enrollment needs, and financial needs of the schools and to determine the place where work is to be performed.
- assign, reassign and schedule all duties and assignments
- determine the quantity and types of equipment to be used
- introduce new methods and facilities
- determine staffing requirements and the number and location of facilities
- determine whether the whole or any part of the operation shall continue to operate
- determine the qualifications for positions
- demote, suspend, discipline or discharge with just cause
- layoff employees for lack of work or lack of funds subject to the terms of this agreement

ARTICLE 3 - PROBATIONARY PERIOD

The first ninety (90) days of continuous service by a newly hired employee shall constitute such employee's probationary period. At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the Employer, and said termination is not subject to grievance or arbitration.

ARTICLE 4 - CHECK OFF / UNION SECURITY

After 30 days of employment an employee may tender monthly membership dues charged by the Union by signing a payroll deduction authorization form. During the life of this Agreement and in accordance with the terms of the authorization from hereinafter set forth, the Employer agrees to deduct from each pay period dues levied in accordance with the Constitution of the Union and remit the aggregate amount to the Treasurer of the Union on a monthly basis.

ARTICLE 5 - DUES DEDUCTION AND AGENCY SERVICE FEE

The cost of dues to the Leicester Paraprofessionals Association and affiliated groups will be deducted annually from subsequent paychecks beginning with the first pay period after the MTA cards are turned in to authorize deductions, subject to agreement between the Superintendent and the Paraprofessionals Association of Leicester.

Commencing on the effective date of this Agreement, all employees who are members of the bargaining unit shall be required as a condition of their employment to pay an agency service fee unless they become members of the Association within thirty (30) days. Said fee will be in an amount determined in accordance with all state and federal laws and regulations and shall reflect the costs of collective bargaining, contract administration and other permissible charges, except that in no case shall the fee be greater than the annual combined dues of the Paraprofessionals Association of Leicester.

- A. The collection of the fee shall be solely the responsibility of the Association, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee except that it will supply on demand any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.
- B. The Association will enforce payment of the agency service fee. The Committee will not be required to take any action regarding the Employment status of an individual who refuses to pay the agency fee.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

During the term of this agreement there shall be no strikes, work stoppages or slowdowns of school operations by the Union or its members. The employer agrees not to lock out any employee covered by this agreement.

ARTICLE 7 - DISCIPLINE

The Superintendent or designee may impose disciplinary action for just cause. Disciplinary action may include, but is not limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

The Superintendent or representative will give written notice to employees within five (5) days of

imposing 3 and 4 above and will forward a copy to the Local Union President.

Written notice regarding suspension will specify the number of days imposed. Disciplinary actions under items 3 and 4 above can be taken up at the second step of grievance procedure.

No employee will be terminated or suspended for more than five (5) days without a hearing. Hearings will be held before the Principal in the first instance, unless it involves a decision made by the Superintendent, in which case, s/he will be the sole hearing officer. If a suspended or terminated employee disagrees with a decision of a building principal, the aggrieved employee may appeal to the Superintendent for a hearing.

ARTICLE 8 - GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute concerning the interpretation, implementation, or application of this collective bargaining agreement. The purpose of the procedure set forth is to produce prompt and equitable solutions to those problems which from time to time arise and affect the conditions of employment. The Committee and Union desire that such procedure be as informal and confidential as may be appropriate for the grievance and level involved.

Level One: An employee or group of employees having a grievance shall present it in writing through the Union steward or bargaining representative, to the immediate supervisor/designee, stating specifically what article or articles of the collective bargaining agreement the employee believes to have been violated. This must take place no later than ten (10) working days after the employee is aware or reasonably should have been aware of, the event or events giving rise to the grievance, but not to exceed 30 school days from the event or events giving rise to the grievance. The immediate supervisor/designee shall have ten (10) working days to respond to the grievance and, depending on the nature of the grievance reserves the right to confer with the Superintendent/designee.

Level Two: If the employee is not satisfied with the immediate supervisor's or his/her designee's response, the employee, together with his/her union representative, may appeal the grievance to the Superintendent; such appeal must be filed within ten (10) working days of the date of the answer from the immediate supervisor/designee. The Superintendent or his/her designee will have ten (10) working days to give his or her answer to the grievance in writing.

Level Three: If the employee is not satisfied with the decision of the Superintendent, the employee, together with his/her union representative, may appeal the grievance to the School Committee; such appeal must be filed within ten (10) working days of the date of the answer from the immediate supervisor/designee. The Superintendent or his/her designee will have ten (10) working days to give his or her answer to the grievance in writing.

Level Four: In the event that the aggrieved employee is not satisfied with the decision of the School Committee, the Union, within ten (10) working days after receipt of the decision of the School Committee, may submit the grievance for arbitration to the Massachusetts Board of Conciliation and Arbitration. Any such arbitration shall be conducted in accordance with the rules of the Board of Conciliation and Arbitration. The arbitrator or arbitration panel shall be without power to add to, subtract from, or modify in any way the provisions of this Agreement. The costs of arbitration shall be borne equally by the parties.

Failure of the employee or the Union at any stage of this procedure to appeal the grievance to the next level within the time specified shall be deemed to be acceptance of the decision rendered at that level.

The grievant shall have the right to use at his/her presentation of any level of this grievance procedure, representation of his/her choosing but not normally to exceed two (2) representatives.

Failure by the Superintendent to respond within the time limits set forth in the Article shall be deemed a denial of the grievance at that step of the grievance process.

Any time limits contained in this Article may be waived by agreement of the parties.

ARTICLE 9 – EVALUATION

The evaluation process is intended to be a positive approach to enhance Employer and Employee relationships and is to be used as a tool for both parties to have a clear understanding of the expectations of the job and employee performance. It is not intended to replace or to be used in conjunction with matters of discipline however; an evaluation may be used as support documentation by the principal or Superintendent /designee for disciplinary reasons.

Any changes to the instrument used for evaluations shall be brought before the labor-management committee for review and approval.

The evaluation will be an objective analysis of the Employee's job performance. Evaluations shall be conducted twice annually and provided to the employee prior to January 1 and prior to June 1. Employees shall have five (5) days to review the evaluations and shall be afforded the opportunity to meet and discuss the contents of the evaluation with the evaluators if requested. A bargaining unit member may submit a rebuttal to be attached to the evaluation form and put in the employee's official personnel file. An employee cannot grieve his/her evaluation beyond Step 2.

ARTICLE 10 – LABOR MANAGEMENT COMMITTEE

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement; to consider the proper interests of the employees in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution, and improvement of those conditions - all with the goal of providing the Leicester School Department with the best, safest, and most efficient services possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal, mutual expression and meaningful discussion.

Therefore, the parties to the Agreement hereby establish the Labor-Management Committee, (herein called "the LMC," which shall consist of the following members:

1. The President of the Union or his/her designee;
2. One member of the Union from each of the 4 Leicester schools;

3. The Superintendent of Schools or his/her designee;
4. The Director of Student Services; and
5. One school principal.

The LMS shall meet at mutually convenient times to consult as provided herein, but not less than once every three (3) months.

The parties agree that at least one (1) week prior to the date scheduled for the regular meeting of the LMS, the Union and the Superintendent will exchange a written agenda of subjects about which they desire to consult. The consultation as nearly as possible will be confined to subjects on the agenda. Where no written agenda is submitted, the meeting shall be cancelled.

ARTICLE 11 - HOURS OF WORK

Employees covered by this agreement are "academic year (10-month) employees" based upon the work year established by the District. The District shall determine each employee's work year and work schedule and reserves the right to adjust the schedule as needed to serve the best interest of the District. Such academic year employees may work a certain number of days (i.e. 170, 180, or 190 days) and hours (i.e. 6 hours per day, 6.5 hours per day, 7 hours per day) as established by the District. Hourly employees may take on additional assignments during the summer months or before or after school at the rates established by the district for those additional assignments.

Work Breaks — Full-time employees shall receive (1) fifteen (15) minute break for each 4-hour period each day, to be scheduled by their immediate supervisor.

Meal Breaks — Employees shall receive a thirty (30) minute, unpaid meal break when scheduled to work six (6) or more hours in a day. An employee is free to leave the workplace during the break. If the employee is required to remain on the premises at the request of their supervisor during the meal break, the meal break shall be compensated.

Preparation Time — Self Directed Paraprofessionals shall each receive thirty minute daily preparation periods for the purposes of lesson planning.

ARTICLE 12 – OVERTIME

Employees will be paid one and one-half (1 1/2) times their regular rate for hours worked in excess of forty (40) per week as required by law.

ARTICLE 13 – WORK YEAR

- A. Each school year will consist of one hundred eighty (180) school days plus one (1) day before school opens for organizational meetings and District initiatives and mandated trainings.
- B. Two additional days, which will be non-student days devoted to professional development activities for the teaching staff, will be added for a total of 183 days. One of these days shall be added to the work year during the first year of this contract while the second day shall be added during the second year of this contract. The dates of these professional days shall be delineated in the assignment letter provided to paraprofessionals prior to the last day of the school year.

- C. New paraprofessionals to the system may be required to report for two (2) additional days immediately preceding the opening of school for the purpose of orientation, provided the paraprofessional is given at least a 2 week notice.
- D. Class Notice: bargaining unit members will be notified of any change in their assignment for the coming school year, including the school to which they will be assigned the grade(s), no later than the last day of school. This notice provision or any necessary subsequent changes to an assignment shall not be subject to the arbitration clause of the contract.
- E. The following days are paid holidays at the Employee's daily prorated pay rate: New Year's Day, Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. During the life of this contract, holiday pay will be provided incrementally; that is, during the first year of the contract, 4 holidays (Columbus Day, Christmas Day, President's Day and Memorial Day) will be paid holidays. During the second year of the contract, 7 holidays (the 4 above as well as Thanksgiving Day, Martin Luther King's Birthday, and Patriot's Day) will be paid holidays, and during the last year of the contract, all 10 holidays shall be paid holidays.

ARTICLE 14 - SICK LEAVE

An employee must work at least twenty (20) hours per week to be eligible to earn sick leave benefits. Each eligible employee shall earn 15 sick days per year accruing sick leave pay at the rate of one and one-half (1.50) days for each month of work. A "day" is defined as the Employee's daily prorated day. A sick day will be considered an absence by an employee for his/her regular working shift within a 24 hour period. There shall be a one hundred fifty (150) day accrual limit as to the total number of unused sick leave days. Four individuals, listed in an addendum to this contract, shall have a 180 day limit for this and subsequent contracts. The following is to be considered due reason for sick leave:

- 1. Personal sickness or injury
- 2. Bedside care. (see below)

Bedside care - an employee will be entitled to use up to five (5) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's household, which includes a (step) father, mother, sister, brother, husband, wife, daughter, son, or other individual whose primary residence is the employee's home. The Superintendent may, at his/her discretion, grant additional leave under extenuating circumstances. For the purpose of this article, the following are examples of, but not limited to, such extenuating circumstances:

- 1. Hospitalization of a member of the immediate family
- 2. Terminal illness
- 3. Extended bedside care not requiring hospitalization
- 4. Chemotherapy/radiation treatments
- 5. Kidney dialysis

After three (3) consecutive days, a doctor's certificate may be required and shall be filed with the Superintendent or his/her designee. If the employee's absence from duty recurs frequently or habitually, and when in the judgment of the Superintendent there appears to be reasonable cause, a medical certification from a physician shall be required. For any absences of more than ten (10) consecutive days a doctor's certificate shall be required indicating that the employee is permitted to return to full duty.

To be eligible to use paid sick leave, an employee must report the illness or injury to their immediate supervisor as soon as is reasonably possible, but in no event less than one hour prior to such employee's scheduled reporting time on the first day of absence (unless prevented from doing so for reasons of emergency) and shall also notify the immediate supervisor not later than the evening before the day in which the employee intends to return in the case of extended absence. Notification may be made through the Employer's automated substitute calling system.

Notification of an employee's accumulated sick days shall be made by accessing their own data through the District's computerized program.

Paraprofessionals, upon retirement under Massachusetts General Laws or death, shall be able to "buy back" 1/3 of their total accumulated sick leave, to a maximum of twenty (20) days. Employees must give at least 60 days written notice prior to retirement to qualify for the sick leave "buy back" benefit. The superintendent may, at his/her discretion, waive this notice requirement.

A paraprofessional suffering from any medical condition which requires them to be hospitalized or under home care that exhausts his/her accumulated sick leave may apply to the School Committee for an extended sick leave benefit. This benefit shall be equal to one-half (1/2) of a professional's accumulated sick leave at the onset of the absence, to a maximum of ninety (90) days. Paraprofessionals applying for this extended sick leave benefit must have completed the probationary period and have presented a letter from a physician certifying that such leave is necessary and that the paraprofessional meets the requirements outlined in these regulations. Each request for extended sick leave requires the approval of the Leicester School Committee whose decision is not subject to the grievance procedure or legal action. Each request shall be judged on its own merits. No leave will be granted for an absence of less than fifteen (15) days.

ARTICLE 15 - PERSONAL LEAVE

An employee must work at least twenty (20) hour per week to be eligible to receive personal leave time benefit. All eligible employees will be entitled to three (3) personal days per year. A "day" is defined as the Employee's daily prorated day. A personal day will be considered as a day off with pay by an employee, for their regular working shift within a 24 hour period. Although personal days will be accumulated at a rate of .5 days at the start of each 2 month period, personal days may be used in advance of their accumulation. In the event that the paraprofessional resigns or retires prior to the end of the school year, he/she will receive a prorated share of personal days based upon the fraction of the school year worked and may be required to reimburse the district for those days used in advance, should the number of days used exceed the prorated share.

No more than 2 personal days can be taken at a time and personal days cannot be taken in conjunction with holidays or vacations or first or last week of any school year with exceptions only at the discretion of and with prior written approval of the Superintendent. A two (2) day minimum prior notice is required to use personal time unless it is an emergency. Such leave shall not be cumulative. Personal leave days may be taken in one-half (1/2) day increments.

No more than two (2) bargaining unit members per building may be granted personal leave days for any one (1) day. Exceptions to the restrictions set forth in this paragraph may be allowed only in emergency

situations at the sole discretion and with written approval of the Superintendent or their designee. At the end of the school year, any unused personal days shall be added to the balance of the paraprofessional's sick leave.

ARTICLE 16 - JURY LEAVE

Paraprofessionals serving on jury duty will be reimbursed the difference between their per diem salary and the State allotment. Appropriate paperwork verifying jury duty participation must be filed by the employee. If a paraprofessional is required to appear in a court of law under subpoena due to a legal matter related to their position then the paraprofessional will be paid at their hourly rate for the the time spent in court.

ARTICLE 17 - BEREAVEMENT LEAVE

Employees will be granted bereavement leave in accordance with the following provisions:

1. In the event of the death of a (step) father, mother, sister, brother, spouse, daughter, son, or other individual whose primary residence is the employee's home, five (5) days will be allotted for bereavement.
2. In the event of the death of [step]grandparents, grandchild, mother-in-law, father-in-law, three (3) days will be allotted for bereavement.
3. In the event of the death of other relatives (aunt, uncle, spouses of aunt or uncle, niece, nephew, brother-in law, sister-in-law and first cousins), one day (1) for attendance at the bereavement services/funeral.
4. In the event additional time is necessary, said additional time will be deducted from sick leave on approval by the Superintendent.
5. Bereavement time is provided for bereavement purposes and may not be banked for future use.

ARTICLE 18 – OTHER LEAVES OF ABSENCE

Section 1 — Other Leaves of Absence — Upon written request, leave of absence without pay may be granted by the employee's immediate supervisor, subject to the approval of the Superintendent of Schools. All requests for extensions or renewals of leaves other than sick leave, will be applied for in writing and, if approved, granted in writing.

Section 2 — Maternity Leave — All full-time employees are eligible for maternity leave in accordance with Section 105F of Chapter 149 of the General Laws of the Commonwealth of Massachusetts. A leave request should be processed through the office of the employee's immediate supervisor and copied to the Director of Finance and Operations at least two (2) weeks prior to the anticipated date of departure along with the employee's notice of intent to return. Paraprofessionals may apply up to eight (8) weeks of accrued sick leave for maternity leave. Such leave to commence on the day following the day of birth of

the child. Unpaid family leave for the birth or adoption of a child shall be granted according to applicable federal and state laws governing such leave.

Paraprofessionals may be granted, upon written application and with the sole discretion of the Superintendent, an extended, unpaid leave of absence to conclude on the opening school day of the next following school year after the leave commences. If such a leave is granted, the paraprofessional will be required to provide written notice of his or her intention to resume his or her position on or before February 1 of the leave year. Failure to provide notice or failure to return pursuant to a notice shall result in forfeiture of the right to return.

Section 3 — Military Leave — All employees are entitled to military leave.

A. All employees who are members of a reserve military force who are ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any school year.

B. The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any school year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.

C. Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 4 — Family and Medical Leave Act — The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the District's FMLA Policy. (For more information see District FMLA Policy).

Section 5 — Small Necessities Leave Act — The District shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c.149, §52D (SN LA).

Section 6 — Association Business — Two paraprofessionals designated by the Association will, upon request, be granted a leave of absence for up to three days each without pay for the purpose of engaging in Association business (local, state, national).

Section 7 — Religious Leave — Upon one (1) week's written application of a paraprofessional covered by this contract, the Superintendent shall grant a leave of absence with pay to observe religious holy days where the tenets of one religion obligate abstention from work or where the formal religious observance of the day necessarily conflicts with the school day. Such days shall not exceed three (3) days for any one individual in any given school year.

Section 8 — Responsibilities Regarding Leaves — During any approved unpaid leave, the employee is responsible for full cost of any benefits to which s/he wishes to subscribe unless otherwise required by law.

ARTICLE 19 - REDUCED HOURS

When the Superintendent calls an early release day or a delay due to a weather or emergency event, paraprofessionals shall be paid for the number of hours scheduled for that day and shall be allowed to leave work as soon as buses depart and students are picked up from school.

If the school calendar includes a half day before Thanksgiving, paraprofessionals shall be paid for the number of hours scheduled for that day and shall be allowed to leave work as soon as buses depart and students are picked up from school.

ARTICLE 20 - GROUP HEALTH AND LIFE INSURANCE/LIABILITY

An employee must work at least twenty (20) hours per week to be eligible to receive insurance benefits. All employees will receive the same fringe benefits, including but not limited to individual or family group health insurance, group life insurance, dental insurance, accidental death, and dismemberment insurance, as provided to all employees of the Town of Leicester. An employee hired prior to June 30, 2012 will contribute twenty-five (25%) to the cost of the health insurance plan and employees hired from July 1, 2012 on, will contribute thirty (30%) to cost of the health insurance plan.

In order to shelter an employee's contribution to medical insurance or an HMO plan from income tax, the School Committee agrees, to the extent permitted by law, to implement a "premium conversion plan" (cafeteria plan) for health insurance employees.

A minimum of \$10,000.00 life insurance coverage will be available for all employees covered by this agreement.

Employees are eligible to participate in an Annuity Plan pursuant to P.L. 87-370 and M.G.L. Chapter 71-37B.

ARTICLE 21 - BUILDING REPRESENTATIVES

The identification of building representatives will be furnished to the employer immediately after their designation and the Union will notify the employer of any changes. The representatives shall be given reasonable time (one hour) to investigate and settle grievances filed. This process shall not interfere with the educational process nor interfere with the normal operations of the schools. Request for time shall be made with the Principal of the building.

ARTICLE 22 - JOB POSTING AND BIDDING

Prior to the last day of school, the Superintendent or Designee shall reassign paraprofessionals for the subsequent school year based upon the budget and student needs. As part of that process, the paraprofessionals will designate their job assignment preferences a prior to May 15th. The assignments will be reviewed by a committee consisting of administration and union representation prior to distribution to staff.

Following the last day of the school year, when a position covered by this Agreement becomes vacant, such vacancy shall be posted for five (5) working days on the district website and through email, listing

the pay range, duties, and qualifications. Such pertinent information shall not be changed prior to an appointment unless the President of the Association has been notified in advance of such changes. The employer agrees to consider seniority, in addition to considering qualifications, preference and experience, for all transfers, shift assignments and promotions. After the fifth day of the job being posted, in the case of no acceptable internal applicants, the Employer shall then seek to fill the position from a source outside of the bargaining unit. External postings may be made concurrently to internal postings as long as an external candidate is not chosen prior to the fifth day of the job being posted internally.

When an employee accepts a new position by either transfer or promotion s/he will serve in the position gained by that transfer or promotion. If an employee wishes to change their mind regarding transfer or promotion, s/he will withdraw their name from consideration prior to the closing of the posting. All posted positions will be filled within ten (10) days of the closing of the posting.

If a position is unable to be filled, the Employer may temporarily reassign a paraprofessional in a less essential position.

ARTICLE 23 - CONTRACTING AND SUB-CONTRACTING

The employer agrees not to contract out any work currently performed by unit employees prior to offering it to members of the bargaining unit. Should the employer contract out or sub-contract out any work currently performed by unit employees, no elimination of jobs, layoffs, or reduction in regularly scheduled hours will result.

No substitute or temporary positions or employees will extend beyond thirty (30) days without a joint review by the Union and the employer.

ARTICLE 24 – SENIORITY

The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee. In the cases of a newly recognized unit, all members coming under contract will retain their length of service from their date of hire. (See Appendix B – Seniority List)

For reduction in force, layoffs will occur based upon job classification, district-wide.

ARTICLE 25 - LAYOFF AND RECALL

- a. The Superintendent may layoff an employee for lack of work or lack of funds.
- b. An employee who is to be laid off for lack of work or lack of funds shall receive a written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff.
- c. Employees shall be laid off in inverse order of seniority within their job titles, with the least senior employee in a job title being laid off first. If the assignment being eliminated is held by a more senior employee, that employee may be reassigned to accommodate seniority rights.
- d. An employee who holds an assignment that is being eliminated shall have the right to bump a less senior employee in an equal or lower job classification, providing the bumping employee is determined

by the Superintendent to be qualified to do the work of the bumped employee. The Superintendent's decision as to qualifications is final and shall not be subject to grievance or arbitration.

e. An employee who has been laid off shall be entitled to recall for a period of twelve (12) months from the effective date of the layoff. Employees shall be recalled in inverse order of layoff, provided an employee is being recalled is determined by the Superintendent to be qualified to do the work of the position to which he would be recalled.

f. An employee shall be notified in writing of an opportunity for recall. Such employee shall notify the Superintendent no later than ten (10) calendar days after the date of such notice if he wished to be reinstated. If he/she fails to respond within the ten (10) calendar day period, he/she shall forfeit his/her recall rights under this article. Employees may refuse to be recalled to a lesser paying position without a penalty.

g. In connection with any notice to be sent pursuant to this Article, it shall be the responsibility of the employee to advise the Superintendent of the address to which all notices shall be sent and the Superintendent may rely on such information as supplied by the employees.

h. It is the responsibility of the Superintendent to notify the Union of an impending reduction of force within fifteen (15) calendar days in order to schedule a meeting with the Union to discuss the impact of the layoff on the affected employees.

ARTICLE 26 – NON-DISCRIMINATION

Section 1 — Non-Discrimination — The District will not discriminate against employees because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, or genetic information or any other legally-protected classification.

Section 2 — Equal Employment — The District is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which includes providing reasonable accommodations. In general, it is your responsibility to notify your immediate supervisor and/or the Director of Finance and Operations of the need for an accommodation. Your supervisor or the Director of Finance and Operations may ask you for input on the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, the District may require additional information from your physician or other medical provider. Matters relating to reasonable accommodations are not subject to the Grievance Procedure.

Section 3 — Harassment-Free Workplace — It is the District's policy to prohibit sexual harassment and harassment based on the protected-class status (i.e., legally protected-classifications such as race, color, etc.) of any employee by another employee, official, contractor or vendor. The purpose of this policy is to ensure that no employee is subjected to harassment of any kind in the workplace. Such harassment of an employee will not be tolerated. There will be no adverse investigation of such violations. Retaliation of any kind is also prohibited.

Section 4 — Policies — The District issues separate Sexual Harassment and Protected-Class Harassment Policies to each new employee and to all existing employees each year. Updated policies are available on a link on the School Committee webpage.

ARTICLE 27 – WAGES

The wage schedule appears in Appendix A of this agreement.

Longevity - The Committee agrees to provide one hundred dollars (\$100) payable at the completion of the employee's 15th year and an additional twenty dollars (\$20) per year will be paid for each succeeding year of employment thereafter (\$16 years = 120; 17 years = \$140, etc.). Said sum shall be paid the last pay period in June.

Retirement Bonus — A retirement bonus only applies to employees covered by this agreement hired prior to July 1, 2000. A \$1,500 retirement bonus will be paid upon completion of twenty (20) years of service and upon notification of retirement to be received six months before the retirement date. A \$2,000 retirement bonus will be paid upon completion of twenty-five (25) years of service and upon notification of retirement to be received six months before the retirement date. All retirement bonus amounts will be prorated for those working less than 30 hours per week.

Time Increments — Employees will be paid in one-half (1/2) hour increments or in such shorter time increments if the District so determines. Employees must sign in upon each arrival to and sign out upon each departure from the building to document hours worked. For school delays or early release days called for inclement weather or other extraordinary circumstances, employees may be released from their duties without loss of pay at the discretion of their immediate supervisor.

Substituting for a Para at a Higher Pay Scale or for a Teacher - If an instructional assistant is asked to substitute for a student specific assistant, then the instructional assistant will be paid an additional hourly rate of \$1.00. A paraprofessional who, upon the request of the principal/assistant principal/department director, substitutes for a teacher shall receive an hourly pay increase of \$7.00 an hour after the first hour in each pay period. If the school operates on a certain number of periods, the stipend will be paid on a per period basis. The substitute time will be cumulative for the pay period. A part time paraprofessional who elects to serve as a substitute teacher on a scheduled non-work day will only receive the regular pay of a substitute teacher.

Self-Directed Paraprofessionals - Self-directed paraprofessionals will be paid an additional hourly rate of \$1.50.

Change from an Instructional to a Student-Specific Paraprofessional - When an instructional paraprofessional moves to a student-specific position, the step assigned shall correspond to the hourly wage immediately higher than their current hourly wage.

In the second and third years of this contract, the hourly pay increases shall rise in accordance to the percent increases delineated in the wage schedule provided in Appendix A.

ARTICLE 28 – PERSONNEL FILE

Employee Files - If material derogatory or commendatory regarding an employee's conduct and/or performance is placed in the personnel file, the employee shall be provided a copy of such material.

Employees have an opportunity to provide a written response to any document placed in their personnel file by the District. Employees will receive a copy of their file if requested.

ARTICLE 29 - MILEAGE REIMBURSEMENT

A paraprofessional will be eligible for mileage compensation when they are required to drive in following their assigned schedule as developed by the Administration or as eligible for mileage reimbursement in other articles in this contract. Anyone filing for mileage will be required to complete the District mileage reimbursement form and will be reimbursed at the IRS Standard Mileage Rate.

ARTICLE 30 - SCOPE OF AGREEMENT

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications will continue in full force and effect.

This Agreement includes all agreements reached by the parties hereto respecting matters pertaining to the wages, hours and other conditions of employment of employees which either the Committee or the Union proposed as the subject of negotiations.

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of 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 the Agreement.

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

ARTICLE 31 - DURATION

This contract shall extend from July 1, 2016 to June 30, 2019 and shall continue in force and effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify, amend, or terminate the contract must notify the other party in writing not more than one hundred eighty (180) days and no later than thirty (30) days prior to the expiration date as set forth above or the contract will automatically renew itself for successive terms of one (1) year. After receipt of notice by either party, a conference will be held between the Committee and the Union's Negotiation Committee for the purpose of negotiating such amendments or modifications.

This Agreement is subject to ratification by the Leicester School Committee and by the Leicester Paraprofessionals Association and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Leicester School Committee and by the Leicester Paraprofessionals Association.

IN WITNESS WHEREOF, the Union and the District, by their authorized representatives, have set their hands to this Agreement on this day of June, 2016.

The Leicester Paraprofessionals Association

Kathleen A. White

Elizabeth M. Davis

Leicester School Committee

Judith J. Paolucci
Judith J. Paolucci, Superintendent

Tyler Keenan
Tyler Keenan, School Committee Chair

**APPENDIX A
SALARY SCHEDULE**

	2016-2017		2017-2018 1.5%		2018-2019 1.75%	
STEP	INSTRUCTIONAL	STUDENT SPECIFIC	INSTRUCTIONAL	STUDENT SPECIFIC	INSTRUCTIONAL	STUDENT SPECIFIC
1	\$13.05	\$15.15	\$13.25	\$15.38	\$13.48	\$15.65
2	\$14.10	\$16.25	\$14.31	\$16.49	\$14.56	\$16.78
3	\$15.15	\$17.20	\$15.38	\$17.46	\$15.65	\$17.76
4	\$16.25	\$18.15	\$16.49	\$18.42	\$16.78	\$18.74
5	\$17.20	\$19.20	\$17.46	\$19.49	\$17.76	\$19.83
6	\$18.15	\$20.20	\$18.42	\$20.50	\$18.74	\$20.86
7	\$19.20	\$21.20	\$19.49	\$21.52	\$19.83	\$21.89