

AGREEMENT
BETWEEN THE
NEW BEDFORD SCHOOL COMMITTEE
AND THE
NEW BEDFORD FEDERATION OF PARAPROFESSIONALS
LOCAL 2378
AMERICAN FEDERATION OF TEACHERS (AFT)
AFT MASSACHUSETTS (AFL-CIO)

January 9, 2017 - July 31, 2019

Comment [w1]: MOA #1 11/18/2016 Item #2

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Comment [w2]: MOA 3/12/2018 Item #2

AGREEMENT

Comment [w3]: MOA 3/12/2018 Item #3

This Agreement between Local 2378, New Bedford Federation of Paraprofessionals, hereinafter referred to as the "Federation" and the New Bedford School Committee, hereinafter referred to as the "Committee" is a product of the 2016 collective bargaining between the parties and is executed by their authorized representatives as a supplement to and as an amendment in part to the prior collective bargaining agreement between the parties August 31, 2011.

Comment [w4]: MOA #1 11/18/2016 Item #1A

Comment [w5]: MOA #1 11/18/2016 Item #1B

Unless otherwise specified, the terms of this agreement are effective on January 9, 2017.

Comment [w6]: MOA #1 11/18/2016 Item #1C

It is agreed by the Federation and the Committee that all provisions of their prior contract and supplement neither expressly amended or expressly deleted by this Agreement are renewed, incorporated into, and made a part of this Agreement for all purposes.

"Article" identification and reference in this Agreement reflect the subject matter of the parties' prior contract except to the extent the new articles and subject matter are included in this Agreement.

ARTICLE 1 - FEDERATION RECOGNITION, JURISDICTION AND DEFINITION

A. FEDERATION RECOGNITION

The New Bedford School Committee recognizes the New Bedford Federation of Paraprofessionals, Local 2378, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for all paraprofessional employees broadly defined as Instructional Paraprofessionals and Non-Instructional Paraprofessionals. Instructional paraprofessionals include the following classifications of paraprofessional: 1:1, small group, classroom, CAN, ASL, ELL, and job coach.

Comment [w7]: MOA #1 11/18/2016 Item #3

B. JURISDICTION

The jurisdiction of the Federation shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present or modified by new processes or equipment.

C. DEFINITIONS

1. The term "Committee" as used in this agreement means the New Bedford School Committee.
2. The term "parties" as used in this agreement refers to the Committee and the Federation as participants in this agreement.

Comment [w8]: MOA 3/12/2018 Item #4

3. The term "school" as used in this agreement, means any work location or functional division maintained by the School Department.
4. The term "principal" or "Program director" as used in this agreement means the responsible administrative heads of their respective schools or programs.
5. The term "paraprofessional" and the term "person" as used in this agreement means a person employed by the Committee in the bargaining unit as described in Section A of Article I.
6. The term "Federation Representative" as used in this agreement means any duly-authorized designee of the Federation. Wherever the singular is used in this Agreement, it is to include the plural. Whenever a personal pronoun is used, it is understood to include both male and female.

ARTICLE 2 - COMMITTEE RIGHTS

- A. The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules or regulations of the agencies of the Commonwealth.
- B. Except as otherwise provided in this Agreement, the Committee retains all powers, rights, duties and authority which it had prior to entering into the Agreement, and shall exercise such functions, duties and responsibilities as may be prescribed by any applicable law or laws as may now or subsequently be in effect.

Comment [w9]: MOA 3/12/2018 Item #5

ARTICLE 3 - EXISTING CONDITIONS OF EMPLOYMENT

Except as this Agreement shall hereinafter otherwise provide, in the event any condition of employment is not specifically covered by this Agreement, the School Committee's rules, regulations, customs or practices with regard to said condition of employment as of the date of this Agreement, shall remain in full force and effect. Nothing in this Agreement which changes pre-existing School Committee rules and regulations shall operate retro-actively.

ARTICLE 4 - FAIR PRACTICES

- A. As sole collective bargaining agent, the Federation will accept into voluntary membership all paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, or previous affiliation with other organizations.
- B. The Committee and the Federation agree that there will be no discrimination in the training,

Comment [w10]: MOA 3/12/2018 Item #6

assignment, promotion, transfer or discipline of members of the bargaining unit, because of race, creed, color, religion, national origin, age, political activities, sex, domicile, marital status, or participation in any organizational activities.

ARTICLE 5 - WORKING CONDITIONS

A. NOTICES AND ASSIGNMENTS

The Superintendent's Newsletter, the Personnel Bulletin, and any directives or circulars pertaining to paraprofessionals shall be posted on the school bulletin boards and a copy furnished to the Federation.

B. SCHOOL FACILITIES

1. Every paraprofessional shall have the use of any furnished lounge commonly used by the staff.
2. Each paraprofessional shall be provided with a space for his/her use in which he/she may securely store his/her instructional materials and supplies.
3. Parking facilities for paraprofessionals shall be furnished to the extent possible.
4. A mailbox shall be provided in each school for the exclusive use of paraprofessionals.
5. When existing facilities permit, a paraprofessional shall have access to the workroom.
6. Appropriate equipment in each school used in preparing instructional materials shall be available to paraprofessionals under direction of the staff.

C. SUPPLIES

Paraprofessionals shall not be required to order supplies.

D. SUBSTITUTES

1. At the beginning of each school year, the Principal of each elementary and middle school shall establish a list of paraprofessional employees who volunteer to substitute except one-on-one paraprofessionals. There will be an equitable rotation of employees on the volunteer list, except a paraprofessional assigned to the class shall have preference. At the high school, the list shall be by house.
2. The School Department shall make every reasonable effort to provide a substitute teacher for an absent teacher; however, paraprofessionals may be required to serve as substitutes for teachers in the event that a substitute teacher is not available. When a paraprofessional is assigned by the building principal to substitute for the teacher and

Comment [w11]: MOA 3/12/2018 Item #7

is required to instruct the full class for a period of thirty (30) minutes or greater, the paraprofessional shall receive her/his regular rate of pay for such time plus seven dollars (\$7.00) per hour for all hours s/he serves as the substitute. The paraprofessional shall submit a time sheet with the actual time worked as a substitute signed by the paraprofessional to the principal on a weekly basis.

Comment [w12]: MOA #1 11/18/2016 Item #4A

3. Paraprofessionals may be required to supervise students and perform supervisory duties without a teacher or administrator present.

Comment [w13]: MOA #1 11/18/2016 Item #4B

4. A paraprofessional acting as a substitute will, under no circumstances, be assigned any additional children from other classrooms.

5. Special Education Before and After School Transport Differential. Effective September 1, 2017, instructional paraprofessionals who provide support to special education students and students with 504 plans during transit on a school bus to and from school outside of the student school day shall receive a \$6.00 per hour differential for all hours providing such support while riding the bus. This special education bus transport differential shall not apply to time on a bus for a field trip, travel on a bus during the school day hours, or curb duties including but not limited to embarking and disembarking the bus or any other duties.

Comment [w14]: MOA #1 11/18/2016 Item #4C

6. When a substitute works for ninety-one (91) consecutive days in an open position that has been posted, that person shall be considered a member of the bargaining unit and shall be entitled to all benefits prospectively. A substitute appointed temporarily for a paraprofessional on an approved leave of absence for ninety-one (91) consecutive school days shall be treated as if that substitute was a member of the bargaining unit for the term of that assignment prospectively and shall receive all benefits.

Comment [w15]: MOA #1 11/18/2016 Item #4D

7. Substitutes who are hired as Health Aides and Special Needs Aides shall also be entitled to move to the first step of the pay scale after consecutive service of ninety-one (91) school days in the same position and shall receive all benefits.

8. Absences due to death of family members for more than three (3) days shall be considered interruption of service. Absence for reasons of sickness or disability for more than two (2) days shall be considered as interrupting the consecutive nature of the assignment.

E. SENIORITY

1. The School Department shall prepare a list which indicates the date on which all members of the bargaining unit were appointed by the Superintendent of Schools. In the case of employees appointed at the same School Committee meeting, the order of appearance in the School Committee minutes shall determine the order of seniority. Effective September 1, 1982, the seniority of new employees, appointed at the same School Committee meeting, shall be determined by lottery within one week. The Federation shall be supplied with the list which shall be kept current.

Comment [w16]: MOA 3/12/2018 Item #8

2. Seniority shall be broken only by resignation, retirement or dismissal (unless reversed through the grievance or arbitration procedure) or after the second refusal under the recall provisions set forth in Paragraph G.3. below.

Comment [w17]: MOA #1 11/18/2016 Item #5A

Comment [w18]: MOA #1 11/18/2016 Item #5B

F. FAIR DISMISSAL

1. Each member of the bargaining unit who has successfully completed a probationary period of twelve (12) months shall be dismissed or disciplined only for just cause.
2. Any paraprofessional involved in a potential disciplinary or dismissal matter shall be entitled to federation representation at any meeting to discuss such matter.
3. A Paraprofessional who has completed her/his probationary period may be dismissed for just cause, or as a result of an unsatisfactory performance evaluation, or if the Paraprofessional is not qualified for the position to which she/he is assigned.

Comment [w19]: MOA 3/12/2018 Item #9

Comment [w20]: MOA #1 11/18/2016 Item #6A

Comment [w21]: MOA #1 11/18/2016 Item #6B

G. TERMINATION/RECALL

1. In the event of a cutback, employees, excluding lunch aides, shall be terminated on a seniority basis, i.e., in order of years of service within the school system provided that employees who are not highly qualified shall be terminated by seniority date before employees classified as highly qualified are terminated by seniority. Any employee adversely affected by such cutback, shall replace the least senior of the employees of lesser seniority than the affected employee in a comparable position from which the more senior employee meets the posted qualifications. The Superintendent or his designee shall assign the senior employee to perform the duties of the displaced junior employee according to the posted qualifications. In the event of a cutback in the lunch program, employees in that program shall be terminated on a seniority basis, i.e., in order of years of service within the school system, the employee with the least service being the first to be laid off. A paraprofessional rehired under this section shall retain all benefits held at that time of lay-off. No lunch aide may be hired for a teacher aide's position until the latter's recall list has been exhausted.
2. Upon the layoff of an employee, he/she is entitled to continue his/her health insurance, until such employee is eligible or becomes insured under another group plan of health insurance, but in no event more than 39 weeks computed from the date of termination. The employee must give the Superintendent written notice of his/her intent and shall be responsible for making monthly payments to the Department with no monthly contributions from the School Department or the City of New Bedford. The employee agrees to comply with the provisions of Chapter 32B, Section 17, and failure to make payments on a timely basis or comply with these conditions shall be cause for termination from the health plan.
3. In the subsequent event of expanded or additional programs, those persons previously

Comment [w22]: MOA 3/12/2018 Item #10

employed for more than twelve (12) months in the New Bedford Public Schools and laid off, and who meet the posted qualifications, shall be rehired before any new personnel are added. Such rehiring shall also be based on seniority, i.e., the person whose services were terminated last shall be the first re-employed. Eligibility for rehiring under this provision shall cease after two (2) opportunities for re-employment to a substantially equivalent position have been refused.

Comment [w23]: MOA #1 11/18/2016 Item #7A

Comment [w24]: MOA #1 11/18/2016 Item #7B

4. Where possible, the required notice of termination of employment is thirty (30) days from receipt of written notice by the Superintendent of Schools.
5. The Federation shall be notified, in writing, of recalls and succeeding action, as soon as such information is known to the administration.

H. PARAPROFESSIONAL PROGRAMMING

1. Paraprofessionals may express in writing to the Principal their preference of grade level, subject, department and assignment.
2. Each paraprofessional shall be notified by his/her program director as soon as possible of his/her program for the ensuing year.
3. The number of different rooms in which assignments occur for the paraprofessional shall be held to a minimum within the restrictions imposed by program and space.

I. UNASSIGNED PERIODS

Each member of the bargaining unit shall have one (1) fifteen (15) minute unassigned period per work day.

J. DUTY-FREE LUNCH

1. Each paraprofessional, except lunch aides, shall be provided with at least thirty (30) minutes lunch period free of all duties.
2. Curriculum/Print Shop Aides shall be scheduled a thirty (30) minute lunch period free of all duties.

K. PARAPROFESSIONAL EVALUATION

1. All observations for purposes of evaluation of paraprofessional performance shall be conducted personally with full knowledge of the employee.
2. Following the official written evaluation of any paraprofessional, the evaluator shall meet with the employee so requesting to comment on and to discuss the evaluation report and to render constructive assistance.

3. A copy of the evaluation report, signed by the paraprofessional, shall be placed in his/her personnel file and a copy shall be given to the paraprofessional. The paraprofessional's signature shall not necessarily indicate agreement with its content. The paraprofessional shall have the right to make a written reply which shall be attached to the evaluation report.
4. When paraprofessionals are responsible to more than one administrator, they shall be advised of the division of such responsibility.
5. Written evaluations shall, under this Article, be completed by Unit B or other administrators.
6. If an evaluator renders constructive criticism on one evaluation, that evaluator must indicate on the next or future evaluations any improvement in the specific performance due to this criticism.

Comment [w25]: MOA #1 11/18/2016 Item #8

L. PARAPROFESSIONAL FILES

1. Paraprofessional files shall be maintained under the following circumstances:
 - a) No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at the same time.
 - b) The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.
 - c) Upon request, a paraprofessional shall be given access to his/her file without delay.
 - d) Upon receipt of a written request, the paraprofessional shall be furnished a reproduction of any material in his/her file.
 - e) Except for just cause, the Superintendent, upon written request of the employee, shall remove from the file(s), derogatory materials retained for a period of three (3) or more years.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by an employee under the grievance procedure, as outlined in this Agreement, shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

M. ASSISTANCE IN ASSAULT CASES

1. Each paraprofessional shall immediately report all cases of assault suffered by the paraprofessional in connection with her/his employment to the building principal. If the initial report to the principal was made verbally, the paraprofessional shall follow up with a written report, "Employee's Report of Injury", to the principal as soon as practicable following the assault. The Principal will acknowledge receipt and shall forward the written report to the office of Human Capital Services.
2. Whenever it is alleged that a paraprofessional has assaulted a person or that a person has assaulted a paraprofessional, the Office of the Superintendent of Schools shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the paraprofessional for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.
3. A paraprofessional shall be protected by the employer in circumstances arising in the conduct of his/her employment as provided in Chapter 258 of the Massachusetts General Laws.

Comment [w26]: MOA #1 11/18/2016 Item #9

N. DAMAGE OR LOSS OF PROPERTY

1. No paraprofessional shall be held responsible for loss, damage or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the paraprofessional.
2. A paraprofessional shall report in writing any loss, damage or destruction to the Principal, immediately upon becoming aware of such loss, damage or destruction.
3. The Committee may reimburse paraprofessionals for loss, damage, or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the paraprofessional has not been negligent, to the extent that such loss is not covered by insurance.
4. The term "personal property" shall not include cash. The terms "loss, damage and destruction" shall not cover the effects of normal wear, tear and use.

O. LENGTH OF WORK YEAR

Each Instructional Paraprofessional shall work all student school days in the school to which she/he is assigned, plus one (1) day of professional development/training, and may be required by the Superintendent/designee to work one (1) or two (2) additional professional development/training days per work year. Each Non-Instructional Paraprofessional shall work all student school days in the school to which she/he is assigned, plus one (1) day of professional development/training, and may be required by

Comment [w27]: MOA 3/12/2018 Item #11

the Superintendent/designee to work one or two additional professional development/training days per work year.

Comment [w28]: MOA #1 11/18/2016 Item #10

P. LENGTH OF WORK DAY

Each full-time Instructional Paraprofessional shall work the hours of the student day in the school to which she/he is assigned and may be required by the Superintendent/designee to work up to and including an additional one (1) hour per work day. Each Non-Instructional Paraprofessional shall be assigned to work a minimum of three (3) hours up to and including a maximum number of hours not to exceed the length of the student school day. The Employer shall communicate to each paraprofessional the schedule to which she/he is assigned.

Comment [w29]: MOA #1 11/18/2016 Item #11

Q. ASSIGNMENT

Instructional Aides shall not be assigned clerical duties normally performed in an office area.

R. SIGN IN/OUT

Each paraprofessional shall be required to sign in and out of the building(s) in which she/he is working. The School Department may implement an electronic method for sign in/out such as a swipe card system.

Comment [w30]: MOA #1 11/18/2016 Item #12

S. QUALIFICATIONS

1. By December 31, 2016, each Instructional Paraprofessional shall complete all necessary requirements to be Highly Qualified. Highly Qualified shall mean that the Instructional Paraprofessional has a high school diploma or equivalent and:

Comment [w31]: MOA 3/12/2018 Item #12

- a) Has an Associate's (or higher) degree; or
- b) Has completed 48 credit hours at an Institution of Higher Education; or
- c) Has passed one of the formal Massachusetts DESE-endorsed Assessments (Para-Pro Exam) and earned the credential of "Highly Qualified".

Comment [w32]: MOA 3/12/2018 Item #13

2. Any Instructional Paraprofessional that has earned "Highly Qualified" status through a previously endorsed method shall be considered "Highly Qualified" for purposes of this Section S. Each Instructional Paraprofessionals who is not "Highly Qualified" as of date of hire shall be required to acquire "Highly Qualified" status within the first school year of employment as a condition of continuing employment.

Comment [w33]: MOA #1 11/18/2016 Item #12

T. PROFESSIONAL DEVELOPMENT

On or before May 1st the Union leadership shall provide the Executive Director of Human Capital Services with a list of suggested topics for professional development for instructional paraprofessionals for the following school year.

Comment [w34]: MOA #1 11/18/2016 Item #22

ARTICLE 6 – ASSIGNMENTS, TRANSFERS AND VACANCIES

Comment [w35]: MOA #1 11/18/2016 Item #14A

A. ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

Subject to the procedures in this Article, assignments, filling of vacancies, voluntary transfers, involuntary transfers, and reassignments will be at the discretion of the Superintendent or her/his designee(s).

Comment [w36]: MOA #1 11/18/2016 Item #14B

B. FILLING VACANCIES

1. Anticipated Vacancies for the Following School Year

Comment [w37]: MOA 3/12/2018 Item #14

a) **In-Building.** The District shall communicate anticipated paraprofessional vacancies within each building for the following school year by way of a posting on or about the first week of March. Such posting shall be referred to as the “In-Building Posting.” The In-Building posting shall be active for a minimum of five (5) work days. Interested and qualified paraprofessionals in the building may apply for such anticipated vacancies by completing the In-Building Posting application form and submitting it to the Director of Human Capital Services within the time period listed on the posting. The Principal will review all timely submitted In-Building application forms. After such review, the Principal may, but is not required to select one of the applicants for the position and such applicant will be notified in writing or by email of her/his selection.

Comment [w38]: MOA 3/12/2018 Item #15

b) **In-District.** The District shall communicate anticipated paraprofessional vacancies within the District for the following school year by way of a posting on or about March 15th. Such posting shall be referred to as the “District-Wide Posting.” The District-Wide posting shall be active for a minimum of five (5) work days. Interested and qualified paraprofessionals may apply for such anticipated vacancies by completing a District-Wide Posting application form for each position to which s/he is applying and by submitting it/them to the Director of Human Capital Services within the time period listed on the posting. The Principal will review all timely submitted District-Wide application forms. The Principal shall interview the three (3) most senior qualified applicants but may choose to interview additional applicants. After such review and interviews, the Principal may, but is not required to, select one of the applicants for the position and such applicant will be notified in writing or by email of her/his selection.

Comment [w39]: MOA 3/12/2018 Item #15

2. Vacancies during the School Year

Comment [w40]: MOA 3/12/2018 Item #16

Filling of vacancies during the school year will be at the discretion of the Superintendent or her/his designee(s). The District may initially post the position(s) externally and qualified paraprofessionals may apply along with external applicants.

3. Involuntary Transfers

Comment [w41]: MOA 3/12/2018 Item #17

The parties acknowledge that occasionally there is the need to transfer a paraprofessional out of her/his current assignment during the school year. The District may involuntarily transfer a paraprofessional at any time with three (3) days' notice to the paraprofessional and the Union president and after providing the Union and paraprofessional with an opportunity to meet with the Director of Human Capital Services within the three (3) day notice period unless the Union President and Director of Human Capital Services agree to extend the time period. If the paraprofessional being involuntarily transferred objects to the transfer because of a hardship or because s/he does not believe that the new assignment is one where s/he will be successful, the Director of Human Capital Services will consider such hardship or concerns and endeavor, where possible, to accommodate such employee. Involuntary transfers of paraprofessionals who have completed their probationary period will not be made for disciplinary reasons without just cause.

4. Notwithstanding any provision of this Agreement to the contrary, the District is not required to include any vacancies on any postings that are in a school designated as a Level 4 or Level 5 school.

Comment [w42]: MOA #1 11/18/2016 Item #14C

C. M-POD FLOATER POSITION

1. Paraprofessional positions assigned to the "M-POD Program" to work with a wide variety of students whose primary special need is an emotional disability resulting in significant and sometimes violent behavioral outbursts. This assignment is to the program and not an individual student or classroom. Within any given day, the paraprofessional may be working with students from pre-school to 5th grade.

Comment [w43]: MOA 3/12/2018 Item #18

2. The program paraprofessional must be trained in verbal de-escalation techniques; approved physical management (including restraint) procedures; physical escort; and exclusionary time-out.
3. Employees currently assigned to M-Pod positions may elect to remain in these positions beginning with the 2005-06 school year. Future vacancies for these positions will be posted in accordance with this Article and shall include a statement that paraprofessionals accepting an assignment shall participate in the required training for the position.
4. Paraprofessionals in these positions may not bid or seek re-assignment to other

positions in the bargaining unit without the approval of the Superintendent of Schools. Paraprofessionals assigned to M-Pod floater positions shall receive an annual stipend of \$500.00 payable in two installments of \$250.00 on the 91st day and \$250.00 on the 182nd day of the school year.

ARTICLE 7 - LEAVES OF ABSENCE

A. LEAVE FOR SICKNESS & DISABILITY

1. Each paraprofessional is entitled to a leave of absence for sickness or disability with full pay at the rate of fifteen (15) working days for each school year in which he/she is serving in the New Bedford Public Schools as of the first day of said school year. Any employee who is terminated or resigns his/her employment during the school year and has used sick leave credited as of the first day of the school year shall repay the School Department the amount owed for sick leave at the rate of 1^{1/2} days per month for school year employees or 1^{1/4} days per month for calendar year employees. Effective September 1, 2008, all paraprofessionals shall accrue sick leave solely on a monthly basis.

Each paraprofessional shall be credited for such unused sickness and disability leave as he/she has accumulated since the initial date of his/her employment under the policies of the School Committee in effect during the years of his/her employment.

For the purposes of this agreement, a maximum of six (6) working days per school year may be used from accumulated sick leave for home emergencies or serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee. In the event of illness, in the immediate family or permanent household, the Superintendent or his designee may request evidence to substantiate the illness.

Such leave of absence for sickness or disability shall be accumulated to a maximum of (180) working days. Effective September 1, 2008, it shall be a maximum accumulation of (195) working days.

2. Each paraprofessional shall receive notice of his/her accumulated sickness and disability leave by November 15th.
3. Any paraprofessional in the New Bedford School Department whose duties bring him/her into direct contact with any student and who has been excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as he/she may be entitled under the terms of this agreement.

4. Any paraprofessional who is absent because of a personal injury arising out of and in the course of his/her employment may take such of his/her sick leave allowance payment as, when added to the amount of any weekly Workmen's Compensation Disability Allowance, actually received, will result in the payment to him/her of his/her full salary.

5. The School Committee agrees to provide paraprofessionals with the following Extended Illness Plan:

- a) In the event that a paraprofessional shall be absent from school due to illness or accident of an extended nature, which is verified by a physician to be twenty (20) school days or longer in duration and the paraprofessional has a minimum of twenty (20) days of actual accumulation of sick leave at the rate of 1½ days per month (1¼ days for calendar year employees), the paraprofessional shall be entitled to benefits under this Extended Illness Plan.
- b) Such paraprofessional who complies with the above requirements shall be entitled to an additional number of sick days equal to the number of actual accumulated sick days at the inception of his/her extended illness.
- c) The rate of compensation for his/her actual accumulated sick leave shall be full pay in accordance with current School Committee policy. The rate of compensation for the additional days in accordance with the Extended Illness Plan shall be calculated in accordance with the following formula:

Comment [w44]: MOA 3/12/2018 Item #19

RATE OF PAY x ACTUAL ACCUMULATED SICK DAYS AT THE INCEPTION OF THE EXTENDED ILLNESS divided by total possible accumulated sick leave since inception of employment equals rate of pay during extended illness.

Comment [w45]: MOA 3/12/2018 Item #20

- d) Upon return from an extended illness, a paraprofessional shall continue to be eligible for the Extended Illness Plan in the following manner:
 - i. A paraprofessional shall be entitled to additional sick days equal to the number of actual accumulated sick days since his/her return for work. Said days shall be compensated at the rate of pay calculated by multiplying his/her daily rate of pay times the ratio of actual accumulated sick days since his/her illness over the total possible accumulated sick days since his/her return to work.
 - ii. Continuing treatments for a prolonged illness shall qualify for extended sick leave even though the absences are not consecutive.

Comment [w46]: MOA 3/12/2018 Item #21

6. Members of the bargaining unit shall be required to make a single telephone contact in the event of needed leave under this section. Members of the bargaining unit may be requested to make an additional telephone contact as a matter of courtesy.

7. A doctor's verification of illness may be required by the Superintendent in cases when frequent uses of sick leave or when the pattern of sick leave used demonstrates a potential abuse of sick leave. Any requirement for a medical certification and substantiation of absence due to claimed illness will not be invoked without first advising the employee orally and then in writing of his/her questionable sick leave record and then providing him/her an opportunity to improve. Expenses, if any, resulting from verification of illness will be the responsibility of the employee.
8. If a paraprofessional begins the school year with the maximum accumulation of sick leave and serves the entire school year without the use of five (5) or more sick leave days, he/she shall be allowed sick leave days credited to his/her accumulation for buy back purposes according to the following schedule:

DAYS OF SICK LEAVE USED	ACCUMULATION
0	5 days accumulated for buy back purposes at retirement
1	4 days accumulated for buy back purposes at retirement
2	3 days accumulated for buy back purposes at retirement
3	2 days accumulated for buy back purposes at retirement
4	1 days accumulated for buy back purposes at retirement
5	0 days accumulated for buy back purposes at retirement

9. Employees who have the maximum number of accumulated sick leave days on the first day of school of any school year shall not lose sick leave credit for good attendance as provided in this section because of any assessment of sick leave to the sick leave bank.

Comment [w47]: MOA 3/12/2018 Item #22

B. RESERVE DUTY

Any paraprofessional in the service of the City shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, or during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore, without loss of his/her ordinary enumeration as an employee and shall also be entitled to the same leaves of absence or vacation with pay given to the other like employees.

C. SELECTIVE SERVICE EXAMINATION

Each paraprofessional shall be granted time off without loss of pay or without charge to disability and emergency leave when required to be in attendance for a physical examination or other test required by Selective Service.

D. PROFESSIONAL LEAVE

1. The Committee shall pay reasonable expenses (including but not limited to registration fees, meals, lodging or transportation) incurred by paraprofessionals required to attend workshops, seminars, or other approved professional improvement sessions.

Comment [w48]: MOA 3/12/2018 Item #23

2. Paraprofessionals requesting reimbursement from the Committee under this section will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought. No reimbursement shall be made for transportation exclusively within the City of New Bedford.

E. GRADUATION LEAVE

A paraprofessional covered by this agreement shall be granted a leave of absence for no more than one (1) day with pay per school year to attend commencement exercises at which he/she, spouse, child, or grandchild will be awarded a degree from an institution of higher education. This leave shall not be charged against the paraprofessional's disability and emergency leave.

F. FUNERAL LEAVE

1. Three (3) days funeral leave, without loss of pay, to be taken within five (5) calendar days of the date of death shall be granted to paraprofessionals upon the death of anyone in the immediate family or anyone residing in the same household with the paraprofessional. Notwithstanding the above, for cremation, the three (3) funeral days need not be consecutive and need not necessarily be within the five (5) day framework.

2. Funeral leave in Section 1 includes the paraprofessional's spouse, child, mother, father, sister, brother, grandparent, grandchild, in-laws, or any individual or relative of the paraprofessional or his/her spouse residing in the employee's household at the time of death or at the commencement of the final illness or accident.

3. Funeral leave of one (1) day without loss of pay shall be allowed on the death of an aunt, uncle, niece, nephew of the paraprofessional or the paraprofessional's spouse, if not living in the household.

4. Three (3) days funeral leave, without loss of pay, to be taken within five (5) calendar days of the date of death shall be granted to paraprofessionals in the case of the death of a person when a paraprofessional is solely responsible for all funeral arrangements of the deceased.

G. PERSONAL LEAVE

1. Paraprofessionals shall be granted two (2) days of personal leave with full pay, annually. Such days will be pre-arranged with the Principal or immediate Supervisor, whenever possible. Additional leave may be granted by the Superintendent.
2. Personal leave shall mean an absence for personal, legal, business, or family matters that cannot be conducted at a time not in conflict with the employee's regular work day. The notification procedure currently used shall remain in effect, but the employee must complete the form provided by the School Department and submit it to the Superintendent indicating personal leave is required to attend to the above matters during the work day.

Comment [w49]: MOA 3/12/2018 Item #24

NEW BEDFORD SCHOOL DEPARTMENT

TO: Superintendent of Schools

I have been absent on personal leave for a personal, legal, business or family matter and such absence was required because I could not attend to the matter at a time not in conflict with my regular work day.

EMPLOYEE

3. Unused personal leave shall be added to accumulated sick leave if the paraprofessional employee does not have maximum accumulation of sick leave.

H. EMERGENCY SUSPENSION OF SESSIONS

Paraprofessionals shall receive four (4) days' pay at the hourly rate effective September 1, 1998 payable no later than September 30, 1999. In the event work sessions are suspended due to inclement weather or other emergencies, the weekly pay of a paraprofessional shall not be reduced by the suspension of work; however, in the event additional work sessions are scheduled to make up the lost work sessions during the school year, the paraprofessional shall not be compensated for the additional work days.

I. MATERNITY LEAVE

1. A paraprofessional shall be granted a maternity leave of absence, without pay, to become effective at her discretion and to terminate not later than the second (2nd) September after the commencement of such leave.
2. A paraprofessional on maternity leave shall notify the Superintendent of Schools as soon as possible of their intent to return and shall be reinstated as soon as a vacancy for which she is qualified occurs.

3. Unless a paraprofessional notifies the Superintendent of her availability for duty before the expiration of such leave, her employment shall be terminated.
4. A paraprofessional shall be entitled to take paid sick leave for any period of disability caused by pregnancy or the termination of pregnancy. Such leave shall be taken from accumulated sick leave and be verified by a physician. In order to qualify for such leave, the paraprofessional shall indicate her intention to return to work.

J. MILITARY LEAVE

Military leave, without pay, up to a maximum of four (4) years, shall be granted to any paraprofessional who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a paraprofessional shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. In the event a paraprofessional is involuntarily extended in the Armed Forces, this leave shall be extended for that period of time.

K. PERSONAL NEED

Members of the bargaining unit may be granted an unpaid leave at the discretion of the School Committee for the following reasons: prolonged illness, needed rest, and necessities of the home; professional improvement; to serve in public office; or for any other activity which would benefit the New Bedford School System.

L. FEDERATION LEAVE

1. A member of the bargaining unit who is elected a full-time paid officer of AFT Massachusetts or the American Federation of Teachers shall, upon proper application, be granted an unpaid leave of absence for one school year.
2. A member of the bargaining unit who is employed to assist the Federation in discharging its duties as the exclusive bargaining representative of the paraprofessionals shall, upon proper application, be granted an unpaid leave of absence for one school year.

Comment [w50]: MOA 3/12/2018 Item #25

M. MAINTENANCE OF RIGHTS

All benefits to which a paraprofessional was entitled to at the time of his/her leave of absence commenced, including unused accumulated disability and emergency leave, shall be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

N. EXTENSION OF LEAVE OF ABSENCE

Leaves of absence may be extended by the School Committee. The right to increment credit and the same or a substantially equivalent position upon return from an extended leave of absence, shall be determined by the School Committee in each case.

O. REQUESTS FOR LEAVES

All requests for leaves under this Article shall be made through a person's Principal or immediate supervisor, to the Superintendent of Schools or his designee.

P. JURY DUTY

The employer agrees to make up the difference in an employee's wages between a regular week's wages and compensation received for jury duty for any week the employee would normally be scheduled to work.

Q. RELIGIOUS LEAVE

1. Paraprofessionals of the Jewish Faith shall be excused from up to three (3) days of work without loss of pay on Rosh Hashanah and Yom Kippur.
2. Paraprofessionals of the Eastern Orthodox faith shall be excused from work on Orthodox Good Friday without loss of pay.

Comment [w51]: MOA 3/12/2018 Item #26

R. SICK LEAVE BANK

1. Establishment

A sick leave bank shall be established for the purpose of making additional sick leave days available to paraprofessionals who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using sick leave under Article VII, Section A, Extended Illness. Payment under the Sick Leave Bank shall be at the same rate of pay as payment under Article VII, Section A, paragraph 5, however, the Bank will be charged one full day.

2. Funding

The Sick Leave Bank will be initially funded by deducting one sick day from the accumulated sick leave days of each paraprofessional who has agreed to participate in the Bank, and contributing such day(s) to the Bank. When the Bank is depleted to fifty (50) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each paraprofessional who has agreed to continue to participate in the Bank.

3. Granting of Days

The initial grant of sick leave days from the Bank shall not exceed forty (40) days, after which the paraprofessional may reapply for no more than an additional twenty (20) days. 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 paraprofessional's physician indicating the nature and the extent of the illness or injury and the estimated time that the paraprofessional will be absent from work.

4. Membership

Paraprofessionals wishing to join the Bank must apply for membership on a form approved by the Sick Leave Bank Committee. Paraprofessionals wishing to join the Bank must submit an application for membership by December 1, 1992. In subsequent school years, only new applicants must submit an application for membership by November 1st.

5. Administration

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of five (5) persons, three (3) appointed by the Union, and two (2) by the Committee. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the grievance procedure.

S. FAMILY MEDICAL LEAVE ACT (FMLA)

1. The leave provisions set forth in other sections of this Agreement will prevail except in those instances where the FMLA provides greater benefits. Unpaid leaves of absence under the Agreement are inclusive of benefits provided under FMLA.
2. The Committee shall not require the use of personal leave or sick leave, as set forth in Articles XVI and XVII of this Agreement, as a condition of taking an FMLA leave, but, if used, said personal or sick leave shall be inclusive of benefits provided under FMLA.
3. Where both spouses are employed by the School Department, they are entitled to a combined total of twelve (12) weeks leave for (1) birth, adoption, or foster care; or (2) in order to care for a parent with a serious health condition.
4. When both spouses are employed by the School Department, each employee is entitled to a twelve (12) week leave, without counting leave time taken by the other spouse, for their own serious health condition or to care for their child.

Comment [w52]: MOA 3/12/2018 Item #27

Comment [w53]: MOA 3/12/2018 Item #28

ARTICLE 8 - FRINGE BENEFITS

A. HEALTH INSURANCE

Health insurance is negotiated through the City and the Public Employee Committee (“PEC”) of which the Union is a member. This Section A is for informational purposes only and is not subject to grievance and arbitration.

Comment [w54]: MOA #1 11/18/2016 Item #15

B. LIFE INSURANCE

The City of New Bedford guarantees that the New Bedford Federation of Paraprofessionals Local 2378 will participate in the same life insurance benefits as are presently in force and will also participate in any improvements in those policies.

C. PENSION

The parties agree that all provisions of the Municipal Employees Pension Plan shall be made a part of this agreement.

D. TAX-FREE ANNUITY

The School Committee agrees to allow paraprofessionals to take advantage of the Federal Laws concerning tax-free annuities and shall take immediate steps to implement a tax-free annuity program.

E. WORKER’S COMPENSATION

Paraprofessionals shall be included under the provisions of the Workmen's Compensation Law.

REQUEST FOR SICK LEAVE IN LIEU OF WORKER'S COMPENSATION

"I, _____, hereby apply for sick leave pending the approval of my claim for workmen compensation. I was injured on _____. I understand that this application will not affect the approval or disapproval of my claim for workmen compensation. Upon approval of my workmen compensation claim, I will reimburse the City for those days of sick leave which have been paid to me. The City agrees to re-credit my sick leave account in the number of those days which I have used pending the result of my claim. This application may be made by the employee within seventy-two (72) hours (three work days) of the time and date of his/her injury.

EMPLOYEE'S SIGNATURE"

ARTICLE 9 - ACADEMIC FREEDOM, PROFESSIONAL ACTIVITIES, IN-SERVICE TRAINING

Comment [w55]: MOA #1 11/18/2016 Item #16

1. When a paraprofessional speaks or writes as a citizen, he/she shall be free from administrative censorship or discipline.
2. The Committee will provide one (1) in-service training day especially designed for paraprofessionals on a day that it provides training for its regular classroom teachers and may provide additional in-service training on such days that it provides in-service for teachers. The Committee may provide in-service training especially designed for para-professionals after the work day, provided that credit shall be given for such training for purposes of column placement on Appendix A.

ARTICLE 10 - FEDERATION RIGHTS & RESPONSIBILITIES

A. FEDERATION REPRESENTATION

1. The Principal shall recognize the Federation Building Representative as the official representative of the Federation in the school.
2. The Program Director shall recognize the Federation Program Representative as the official representative of the Federation in the Program.
3. The Federation shall supply the office of the Superintendent with an updated list of Federation Representatives and Program Representatives.
4. A representative(s) from the District shall meet no more than once a month after school hours with the school or program Federation Committee to discuss local school or program problem and policies as they relate to established School Committee policies and procedures and this agreement. Both parties may submit items for the agenda.
5. The discussion of other matters, as agreed upon for discussion by the Principal and/or Program Director and the school or Program Federation Committee, is not precluded by the above. However, the Principal and/or Program Director and the Federation Committee do not have the authority to reach any decision which changes this agreement or any established School Committee policy or procedure.
6. A committee of Federation Representatives, not to exceed five (5) members, shall meet at least twice per year with the Superintendent of Schools or designee for consultation on matters of educational programs during the school year. Both parties may submit items for the agenda. The Federation President and the Superintendent or designee shall establish a mutually convenient time and place for these monthly meetings.

Comment [w56]: MOA 3/12/2018 Item #29

Comment [w57]: MOA #1 11/18/2016 Item #17A

Comment [w58]: MOA #1 11/18/2016 Item #17B

B. INFORMATION

1. The Committee shall make available to the Federation, upon its reasonable request, all non-confidential records relevant to negotiations, or necessary for the proper enforcement of this agreement.
2. Names and addresses of newly employed paraprofessionals shall be provided to the Federation following their appointment by the Superintendent of Schools.
3. A copy of the Rules and Regulations of the New Bedford School Committee shall be provided to the Federation when available.
4. A copy of the agenda for all regular School Committee meetings shall be made available to the Federation of Paraprofessionals at least twenty-four (24) hours prior to the meeting. The Federation shall be advised as soon as possible of all special meetings of the School Committee open to the public. Any addenda to the agenda for such meetings shall be forwarded to the Federation.
5. A copy of the official minutes of all public School Committee meetings shall be made available to the Federation after approval by the School Committee.

Comment [w59]: MOA 3/12/2018 Item #30

C. EXISTING LAWS AND REGULATIONS PRESERVED

1. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal laws, rule or regulation, including without limitation, all applicable tenure, pension, or education laws and regulations.
2. This agreement constitutes School Committee policy for the term of said Agreement, and the School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this agreement.

Comment [w60]: MOA 3/12/2018 Item #31

D. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

1. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.
2. Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.

Comment [w61]: MOA 3/12/2018 Item #32

E. REPRESENTATION AT MEETINGS; FEDERATION BUSINESS

The President of the Federation and/or his/her designee may be granted time off with pay for the purpose of representing the paraprofessionals before local, state and national

organizations, or to conduct the affairs of the Federation. The total number of days used for this purpose shall not exceed fifteen (15) days.

F. PRINTING OF AGREEMENT

The Committee agrees to pay one-half the cost of printing copies of the Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new paraprofessional hired during the duration of this Agreement.

G. FEDERATION ACTIVITY AT THE SCHOOL LEVEL

1. Before the opening of, during lunch time, and after the close of school on school days, the Federation shall have the right to use designated areas in school buildings for meetings of paraprofessionals without costs, except for usual custodial, police etc., fees, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal.

2. Distribution of Materials

The Federation shall have the right to place Federation related materials in the mail boxes of paraprofessional employees.

Comment [w62]: MOA 3/12/2018 Item #33

3. Bulletin Boards

The Federation shall be provided a clearly designated area on existing bulletin boards for the purpose of posting Federation related notices and other materials.

Comment [w63]: MOA 3/12/2018 Item #34

4. School Visitations by Authorized Federation Representative

For the necessary purpose of investigating one or more grievances during the school day, the Superintendent shall authorize a Federation Representative to visit the involved school.

Comment [w64]: MOA 3/12/2018 Item #35

H. DUES CHECK-OFF

1. An employee who wishes to have the School Committee deduct the regular monthly Federation dues from his/her pay for transmittal to the Federation, shall execute an authorization card to be furnished by the Federation.

Comment [w65]: MOA 3/12/2018 Item #36

AUTHORIZATION FOR PAYROLL DEDUCTION

To: New Bedford Public Schools

Effective immediately, I _____, hereby request and authorize you to deduct, in forty-two (42) weekly installments, Federation dues from my earnings. This amount shall be paid to the Treasurer of the New Bedford Federation of Paraprofessionals Local 2378, AFT MA, AFT, AFL-CIO, and represents payment of my Federation dues.

Deductions for Federation dues are revocable by the employee upon sixty (60) days advanced written notice to the Treasurer of the New Bedford Federal of Paraprofessionals Local 2378 and the New Bedford School Committee or upon termination of employment with the New Bedford Public Schools.

Payments for the cost of collective bargaining paid to the New Bedford Federation of Paraprofessionals, Local 2378, may not be deducted for federal income tax purposes. However, under limited circumstances, these payments may qualify as a business expense.

Contributions for cope or other purposes to the New Bedford Federation of Paraprofessionals, Local 2378, are not deductible as charity contributions for federal income tax purposes.

Employee Signature _____

Please Print: Name _____

Address _____

City _____

State _____ Zip _____ Tel # _____

School _____

Job Title: Instructional ___ Early Childhood (PreK-K) ___ Lunch ___
Other ___

Highly Qualified Status: Degree/48+ credits _____ ParaPro Test _____

Local Assessment _____

Not Highly Qualified _____

2. The amount of dues will be certified to the School Committee from time to time by the Treasurer of Local 2378 or by his duty authorized agent, the amount of dues being uniform for all members of the Federation.
3. Any paraprofessional desiring to discontinue deductions that he/she has previously authorized, must provide written notice to the Committee.
4. An authorization by an employee for deduction of Federation dues is revocable upon sixty (60) days written notice to the New Bedford Federation of Paraprofessionals and the New Bedford School Committee or upon termination of employment.
5. The Federation agrees to indemnify the School Committee for any liability incurred as a result of making any dues deduction in accordance with this provision.

I. SERVICE FEE

As a condition of employment, any individual who is a member of the bargaining unit and who is not a member of the New Bedford Federation of Paraprofessionals, Local 2378, American Federation of Teachers, AFL-CIO, shall be required to pay an agency service fee to the New Bedford Federation of Paraprofessionals. Such payment is to be no more and no less than the dues required of an individual member of the Federation. The fee shall be tendered up as a payment for the cost of collective bargaining and contract administration.

J. SCHOOL CALENDAR

Upon knowledge of any changes in the school calendar, the President of the Local shall be notified by the Superintendent of Schools.

ARTICLE 11 – SUMMER SCHOOL & BEFORE AND AFTER SCHOOL PROGRAMS

- A.** Following determination by the School Committee of the summer & before and after-school programs for the year, the paraprofessional positions to be filled for each program shall be posted in every school not later than April 15th; except, however, that notices of positions in projects financed by federal funds shall be posted as soon as possible by the Program Director. Notices of summer and before and after-school positions shall be posted in every school at least ten (10) school days before the filling of such position.
- B.** Each paraprofessional desiring a position in a summer school and/or a before and after-school program shall file his/her application in writing with the Office of Human Resources on or before the closing date of application.
- C.** Each applicant shall be notified of the disposition of his/her application.

Comment [w66]: MOA 3/12/2018 Item #37

- D. In assigning summer school and before and after-school program paraprofessional positions, preference shall be given to qualified applicants within a program for the positions which correspond to the applicants regular school day assignments. Members of the bargaining unit shall be hired first. In cases of conflict, seniority, as defined in Article V, shall govern.
- E. Paraprofessionals working in summer school and before and after-school programs shall be paid in accordance with the basic salary schedule in Appendix A.

ARTICLE 12 – GRIEVANCE PROCEDURE

A. DEFINITION

- 1. **A** "grievance" shall mean a complaint by an employee or the Federation that there has been a violation, misinterpretation, or inequitable application of any of the express provisions of this agreement.
- 2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
- 3. The Federation may initiate and process grievances under the following procedures, acting in place of the employee.

Comment [w67]: MOA 3/12/2018 Item #38

B. ADJUSTMENT OF GRIEVANCE

1. **Level I - Principal or Program Director**

Comment [w68]: MOA 3/12/2018 Item #39

- a) **An** employee may present a grievance to the Principal of the School or Program Director within fifteen (15) school days following the knowledge by the grievant of the act or condition which is the basis of his/her complaint.
- b) The employee and the Principal or Program Director shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Federation representative; but where the employee is represented, he/she must be present. Whenever a grievance is presented to the Principal or Program Director by the employee personally, the Principal or Program Director shall give the Federation representative the opportunity to be present and state the views of the Federation.
- c) The Principal of the school or Program Director shall communicate his/her decision in writing to the aggrieved employee and to the Federation Representative who participated, within five (5) school days after receiving the complaint.

Comment [w69]: MOA 3/12/2018 Item #40

2. Level II - Superintendent of Schools

- a) If the grievance is not resolved at Level I, the aggrieved employee may appeal from the decision at Level I to the Superintendent of Schools, within ten (10) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Level I.
- b) The Superintendent of Schools, or his/her designated representative, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation Representative shall be given at least two (2) school days' notice of the conference and an opportunity to be heard.
- c) Notice of the conference shall also be given to the Principal of the School or Program Director. The Principal of the school or Program Director and any appropriate superior may be present at the conference and state their views.
- d) When the employee is not represented by the Federation at this level, the Superintendent of Schools shall furnish the Federation with a copy of the appeal from Level I, together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e) The Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level, within ten (10) school days after receiving the appeal.
- f) The Principal of the School or the Program Director and any appropriate superior shall also receive a copy of any decision at this level.

Comment [w70]: MOA 3/12/2018 Item #41

3. Level III – School Committee

- a) If the grievance is not resolved at Level II, the aggrieved employee may appeal from the decision at Level II to the School Committee within ten (10) school days after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal, and the decision at Level II.
- b) The School Committee shall meet with the aggrieved paraprofessional with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Federation representative, shall be given at least two (2) school days' notice of the conference and an opportunity to be heard.

Comment [w71]: MOA 3/12/2018 Item #42

c) Notice of the conference shall also be given to the Superintendent of Schools, the Principal of the school or the Program Director or any other appropriate superior. The above-named parties may be present at the conference and state their views.

d) When the employee is not represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level II, together with notice of the date of the conference. In such cases, the Federation may be present and state its views.

e) The School Committee shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level, within ten (10) school days after receiving the appeal.

f) The Superintendent, the Principal of the School, the Program Director, or any other appropriate superior, shall also receive a copy of any decision at this level.

4. Special Procedures for Grievances Relating to Salary and Leave Matters

a) Any grievance based on a complaint that the employee has been placed on the wrong salary or seniority schedule, or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated or that the person's absence deduction was improperly calculated, shall be filed directly with the Superintendent of Schools, and shall next be appealed to the School Committee. In such cases, the provisions of the general procedures relating to Level II shall apply to the presentation and adjustment of the grievance at the level of the Superintendent except that:

Comment [w72]: MOA 3/12/2018 Item #43

i. The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint.

Comment [w73]: MOA 3/12/2018 Item #44

ii. The employee need not be present at the conference.

b) The provisions of the general procedures relating to Levels II and III shall apply to any appeal to the School Committee from the decision of the Superintendent of Schools.

5. Time Limits

a) The time limits in this Article may be extended by mutual agreement.

Comment [w74]: MOA 3/12/2018 Item #45

b) Failure at any level of the grievance procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.

c) Failure at any level of the grievance procedure to communicate a decision within

the specified time limits shall permit the employee to proceed to the next level.

6. Appropriate Initiation of Grievances

Grievances pertaining to actions of the Superintendent or of the School Committee may be initiated at Level II or Level III as the case may be.

ARTICLE 13 - ARBITRATION

- A. A grievance dispute which was not resolved at the level of the School Committee under the grievance procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by filing with the School Committee and the American Arbitration Association, a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the School Committee under the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.
- B. The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
- C. The Committee agrees that it will apply to all substantially similar situations, the decision of an arbitrator sustaining a grievance, and the Federation agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Comment [w75]: MOA 3/12/2018 Item #46

Comment [w76]: MOA 3/12/2018 Item #47

ARTICLE 14 - COMPENSATION

A. BASIC SALARY SCHEDULE

The salaries of the members of the bargaining unit shall be within the salary tables in Appendix A.

Comment [w77]: MOA 3/12/2018 Item #48

B. OTHER PAYMENTS

Any paraprofessional required to work beyond the established work day (see Article V, Paragraph P) or attend meetings beyond the established work day shall be compensated on a pro rata basis.

Comment [w78]: MOA 3/12/2018 Item #49

C. PLACEMENT ON THE SALARY SCHEDULE

1. Upon employment in the New Bedford Public Schools, a member of the bargaining unit shall be placed at the step appropriate for his/her educational status and creditable years of experience.
2. Presently employed paraprofessionals shall be placed on the step appropriate for their educational status and creditable years of experience as determined by their initial date of employment. Any paraprofessional returning to employment from a break in service of less than five (5) years shall be credited for all former service for purposes of salary placement.

D. METHOD AND TIME OF PAYMENT

1. Each member of the bargaining unit shall be paid weekly. Effective no earlier than the first pay period in the 2017-2018 work year, each member of the bargaining unit shall be paid on a bi-weekly basis. In the event of a delay in Federal and/or State funds that support programs in which paraprofessionals are employed, the provisions of this subsection shall be suspended until such funds are received by the Committee. Paraprofessionals so affected, shall be paid the compensation due them in a lump sum as of the last pay day prior to receipt of funds by the Committee as soon as possible, but no later than the next regular pay day and then subsequently weekly.
2. All Paraprofessionals shall receive their pay through direct deposit. (Each Paraprofessional who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the District's payroll office.) The District will assist a paraprofessional who has a documented hardship in establishing direct deposit. The District may provide employees with electronic pay advices in lieu of paper advices/paystubs.
3. The following holidays shall be allowed with pay for paraprofessionals working an academic year: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Recess, four (4) paid holidays during the Xmas vacation which shall include Xmas Day and New Year's Day; Martin Luther King day, five (5) days pay during the week containing Washington's Birthday; Good Friday, five (5) days pay during the week containing Patriot's Day, and Memorial Day. In order to be compensated for the days in addition to Washington's Birthday and Patriot's Day, the paraprofessional must have been employed for ninety-one (91) consecutive school days in the previous school year. Each paraprofessional employed for five (5) consecutive years as of the first day of school of the calendar year, shall receive an additional five (5) days pay during the Xmas recess.
4. Paraprofessionals employed for ten (10) or more consecutive years of service as of the first day of school shall receive pay for one (1) week at their regular rate of compensation. Paraprofessionals employed for twenty (20) or more consecutive years of service as of the first day of school shall receive pay for two (2) weeks at

Comment [w79]: MOA 3/12/2018 Item #50

Comment [w80]: MOA #1 11/18/2016 Item #18A

Comment [w81]: MOA #1 11/18/2016 Item #18B

their regular rate of compensation. Payment shall be made at the end of the school year with the employee's final weekly payment.

5. The following holidays shall be allowed with pay for paraprofessionals working a calendar year: New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. The half day before Thanksgiving, half-day before Christmas, the half-day before New Years and Good Friday afternoon.
6. The following vacation period with pay shall be allowed paraprofessionals working a calendar year:
 - a) For less than one (1) year's service completed on June 1st, vacation leave of one day for each calendar month not to exceed ten (10) days. Vacation leave credit will begin at once for paraprofessionals starting work on the first working day of a calendar month, otherwise, on the first day of the following calendar month.
 - b) For each of the next succeeding four (4) years completed from June 1st, following date of employment, vacation of two (2) weeks. If a paraprofessional enters service on the first working day of a vacation year, that year shall constitute the first of the above four years.
 - c) For each of the next succeeding five (5) years completed from June 1st, following completion of the first four (4) years, vacation of three (3) weeks.
 - d) Each year after the ninth such year is completed, vacation leave of four (4) weeks.
 - e) Vacation leave earned in any one year shall not be permitted to accumulate or carry over to a succeeding year.

Comment [w82]: MOA 3/12/2018 Item #51

E. REQUIRED ACTIVITIES BEFORE AND/OR AFTER THE REGULAR WORK YEAR

Any paraprofessional required to work before and/or following the close of the work year, shall be compensated on a pro-rata basis. Any paraprofessional requested to work beyond the established work day shall be compensated on a pro-rata basis.

F. NEW POSITIONS

If any new position, other than those specified in Article I of this Agreement, is established within the bargaining unit covered by this Agreement, the School Committee shall negotiate with the Federation regarding the wages, hours and conditions of employment for said position.

G. ANNIVERSARY DATES

For purposes of salary payment, full-time paraprofessionals serving more than one-half (1/2) of a school year, will advance a step on the salary schedule each September.

H. TRANSPORTATION

No paraprofessional covered by this agreement shall be required to use private automobiles for school business, unless it is a condition of employment. Those paraprofessionals who are employed in positions that require the use of a private automobile as a condition of employment, shall be reimbursed at the rate established under the Internal Revenue Code. If the City policy for mileage is increased, said increase shall apply to this agreement.

Comment [w83]: MOA 3/12/2018 Item #52

I. SEVERANCE PAY

1. Upon retirement or death, paraprofessionals shall receive severance pay equal to the number of unused sick days at the rate of \$40.00 per day for the first 20 days and \$50.00 per day for all sick days in excess of 20 days up to their total accumulation. Effective September 1, 2008, the rate will be \$50.00 per day for the first 20 days and \$60.00 for all sick days in excess of 20 days up to their total accumulation.

Comment [w84]: MOA 3/12/2018 Item #53

2. In order to be eligible for severance pay, the employee must either be eligible to retire under the New Bedford Retirement System, or if not eligible to be in the retirement system, have ten (10) years of service and be at least age 55. Severance pay shall be made payable to the employee's estate or named beneficiary in the event of death.

3. This paragraph shall apply only to paraprofessionals hired or rehired on or before April 1, 2016. Upon resignation, a paraprofessional with ten (10) years of continuous service and with an accumulation of no less than 75 days of sick leave on the date of resignation, shall be paid severance pay equal to \$40.00 per day for the first 20 days and \$50.00 per day for all accumulated sick leave in excess of 20 days. Effective September 1, 2008, the rate will be \$50.00 per day for the first 20 days and \$60.00 per day for all accumulated sick leave in excess of 20 days.

Comment [w85]: MOA #1 11/18/2016 Item #19

J. This Section J intentionally left blank.

Comment [w86]: MOA #1 11/18/2016 Item #18C

K. LONGEVITY

1. Each paraprofessional will be entitled to the following payment based upon his/her length of service and longevity, including time on an approved leave of absence, in the bargaining unit in a permanent position. Payments shall be made according to the following schedule:

Comment [w87]: MOA 3/12/2018 Item #54

YEARS OF SERVICE	9/1/2017	9/1/2018
10-14 Years	\$525.00	\$550.00
15-19 Years	\$625.00	\$650.00
20-24 Years	\$725.00	\$750.00
25-29 Years	\$825.00	\$850.00
30-34 Years	\$925.00	\$950.00
35 Years	\$1,075.00	\$1,100.00

Comment [w88]: MOA #1 11/18/2016 Item #20

2. The above payment will be paid in a lump sum on the first (1st) payroll in December of each year.
3. Paraprofessionals who retire or resign prior to the end of the academic year, shall receive their pro-rata longevity payment at the time of their termination of employment.

L. REIMBURSEMENT

1. Paraprofessionals required to maintain a food handler's certificate to perform their duties shall be reimbursed for the cost of such certification.
2. Lunch aides employed prior to July 1, 1999 shall receive a clothing allowance of \$125.00 per year payable annually on the second pay day in September. Lunch aides employed after July 1, 1999 shall have their uniforms supplied by the School Department at no cost to the lunch aide. Health paraprofessionals shall be provided with lab coat(s).

ARTICLE 15 - AMENDMENTS

Comment [w89]: MOA 3/12/2018 Item #55

Being a mutual agreement, this instrument may be amended at any time by mutual consent.

ARTICLE 16 - SAVING CLAUSE

Comment [w90]: MOA 3/12/2018 Item #56

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.
- B. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Comment [w91]: MOA 3/12/2018 Item #57

ARTICLE 17 - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

Comment [w92]: MOA 3/12/2018 Item #58

The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation shall, for the term of this Agreement, not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE 18 - DURATION

Comment [w93]: MOA 3/12/2018 Item #59

This Agreement and each of its provisions shall be in effect as of January 9, 2017 and shall continue in full force and effect until July 31, 2019.

Comment [w94]: MOA #1 11/18/2016 Item #2

Comment [w95]: MOA #1 11/18/2016 Item #2

IN WITNESS WHEREOF, the parties named below have caused this Agreement to be signed by their duly authorized representatives on this 12th day of March, 2018.

Comment [w96]: MOA 3/12/2018

NEW BEDFORD SCHOOL COMMITTEE

NEW BEDFORD FEDERATION OF PARAPROFESSIONALS

Mayor Jonathan E. Mitchell, Chairperson

Lisa Poulos, President – Local 2378

Mr. Joshua Amaral

Franklin Lobo, Vice President – Local 2378

Mr. Christopher Cotter

Darlene Machado, Treasurer – Local 2378

Ms. Colleen Dawicki

Priscilla Antonelli, Secretary – Local 2378

Mr. Joaquim Livramento

Mr. Bruce Oliveira

Comment [w97]: MOA 3/12/2018

Mr. John Oliveira

Comment [w98]: MOA 3/12/2018

APPENDIX A
SALARY SCHEDULE

NON-INSTRUCTIONAL PARAPROFESSIONALS
HOURLY RATES
EFFECTIVE AUGUST 1, 2017

Comment [w99]: MOA #1 11/18/2016 Exhibit 1

STEP	NON-INSTRUCTIONAL PARAPROFESSIONALS
1	\$11.00
2	\$11.06
3	\$12.35
4	\$12.63
5	\$13.27
6	\$13.47
7	\$13.88
8	\$14.27
9	\$15.05
10	\$16.27
11	\$16.40

NON-INSTRUCTIONAL PARAPROFESSIONALS
HOURLY RATES
EFFECTIVE AUGUST 1, 2018

Comment [w100]: MOA #1 11/18/2016 Exhibit 1

STEP	NON-INSTRUCTIONAL PARAPROFESSIONALS
1	\$11.11
2	\$11.17
3	\$12.47
4	\$12.75
5	\$13.40
6	\$13.61
7	\$14.02
8	\$14.41
9	\$15.20
10	\$16.44
11	\$16.65

APPENDIX A
SALARY SCHEDULE

INSTRUCTIONAL PARAPROFESSIONALS
HOURLY RATES
EFFECTIVE AUGUST 1, 2017

Comment [w101]: MOA #1 11/18/2016 Exhibit 1

STEP	COLUMN I INSTRUCTIONAL PARAPROFESSIONAL HIGHLY QUALIFIED WITHOUT A DEGREE	COLUMN II INSTRUCTIONAL PARAPROFESSIONAL HIGHLY QUALIFIED WITH ASSOCIATES DEGREE OR BA DEGREE
A	\$13.50	\$15.05
B	\$14.00	\$15.43
C	\$14.50	\$15.85
D	\$15.00	\$16.25
E	\$15.50	\$16.91
F	\$16.25	\$18.14
G	\$17.00	\$18.79
H	\$18.00	\$19.06
I	*\$18.60	\$19.64
J	*\$18.60	\$19.75

* The "I" and "J" Steps in Column I is only available to Instructional Paraprofessionals who have 48 credits or more.

INSTRUCTIONAL PARAPROFESSIONALS
HOURLY RATES
EFFECTIVE AUGUST 1, 2018

Comment [w102]: MOA #1 11/18/2016 Exhibit 1

STEP	COLUMN I INSTRUCTIONAL PARAPROFESSIONAL HIGHLY QUALIFIED WITHOUT A DEGREE	COLUMN II INSTRUCTIONAL PARAPROFESSIONAL HIGHLY QUALIFIED WITH ASSOCIATES DEGREE OR BA DEGREE
A	\$13.64	\$15.28
B	\$14.14	\$15.66
C	\$14.65	\$16.09
D	\$15.15	\$16.49
E	\$15.66	\$17.16
F	\$16.41	\$18.41
G	\$17.17	\$18.97
H	\$18.18	\$19.35
I	*\$18.88	\$19.94
J	*\$19.00	\$20.10

* The "I" and "J" Steps in Column I is only available to instructional paraprofessionals who have 48 credits or more.

APPENDIX A

SALARY SCHEDULE

A. INITIAL PLACEMENT ON NEW WAGE TABLE FOR INSTRUCTIONAL PARAPROFESSIONALS.

All instructional paraprofessionals who were in the bargaining unit during the 2016-2017 work year shall be placed on the new wage table on August 1, 2017 in accordance with the following requirements:

On August 1, 2017, each instructional paraprofessional shall be placed at the letter step where the hourly rate is closest to, and where possible, not less than \$0.40 above, the hourly rate such employee earned in the 2016-2017 work year.

Comment [w103]: MOA #1 11/18/2016 Item #21B

B. MOVEMENT BETWEEN COLUMN I AND COLUMN II FOR INSTRUCTIONAL PARAPROFESSIONALS.

Movement from Column I, the Highly Qualified Lane without Associates or BA degree to Column II, Highly Qualified Lane with Associates or BA degree shall only occur at the beginning of a work year after the paraprofessional submits official transcripts to the office of Human Capital Services. A Highly Qualified paraprofessional who was in Column I (Highly Qualified without an Associates or BA degree) and who has acquired the degree to move to Column II (Highly Qualified with Associates or BA degree) and provided the transcript shall move at the start of the following work year to the letter step on Column II where the hourly rate is closest to and where possible not less than \$0.40 above the hourly rate such employee earned in Column I.

Comment [w104]: MOA #1 11/18/2016 Item #21C

C. MOVEMENT FROM NON INSTRUCTIONAL PARAPROFESSIONAL POSITION TO INSTRUCTIONAL PARAPROFESSIONAL POSITION.

Non instructional paraprofessionals who are selected for an instructional paraprofessional position shall serve a new probationary period of 12 months and shall be placed on the salary schedule as determined by the Director of Human Capital Services.

Comment [w105]: MOA #1 11/18/2016 Item #21D

D. RATIFICATION PAYMENT.

The School Committee shall pay all paraprofessionals who are in the bargaining unit as of November 1, 2016 and who are employed in the bargaining unit continuously as of September 1, 2014, the following one-time ratification payment to be made on or about December 31, 2016:

Paraprofessionals regularly assigned to work 6 or more hours per day in the 2015/16 work year: \$450.00.

Paraprofessionals regularly assigned to work fewer than 6 or more hours per day in the 2015/16 work year: \$250.00.

Comment [w106]: MOA #2 11/18/2016 Item #1