

**AGREEMENT**  
**between**  
**BILLERICA SCHOOL COMMITTEE**  
**and the**  
**BILLERICA FEDERATION OF TEACHERS, LOCAL 1677**  
**AFT MA, AFT, AFL-CIO**  
**PARAPROFESSIONALS**

**AUGUST 26, 2018 to AUGUST 25, 2021**

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**PREAMBLE**

This agreement entered into on \_\_\_\_\_, 2015 modifies the collective bargaining agreement between the Billerica School Committee and the Billerica Federation of Teachers, Local 1677, American Federation of Teachers, AFL-CIO, Paraprofessionals.

Unless specifically modified herein, all sections of the current collective bargaining remain in full force and effect.

The terms of this Agreement are predicated upon approval of the School Committee’s budget at the Town Meeting.

A reduction of the budget by the Town may necessitate renegotiating this contract.

**ARTICLE I**

**RECOGNITION AND DEFINITIONS**

**A. Recognition**

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements and questions arising thereunder, the Committee recognizes the Billerica Federation of Teachers, Local 1677, American Federation of Teachers, AFL-CIO, as the sole and exclusive bargaining agent and representative of all Paraprofessionals and Registered Behavior Technicians as certified by the Massachusetts Labor Relations Commission in Case No. MCR-2630.

**B. Definitions**

The term “Paraprofessional” when referred to herein shall include all those bargaining unit members described in Article I, Section A.

The term “Committee” when referred to herein shall mean the Billerica School Committee.

The term “Federation Representative” when referred to herein shall mean any duly authorized designee of the Federation.

The term "Parties" when referred to herein shall mean the Committee and the Federation as participants in this Agreement.

The term "School" when referred to herein shall mean any work location or functional division maintained by the School Department.

The term "Superintendent" when referred to herein shall mean the person holding the position of Superintendent of Schools of the Billerica Public Schools or the Superintendent's designee.

The term "Principal" when referred to herein shall mean the responsible administration heads of their respective schools.

Whenever the singular is used in this Agreement, it is to include the plural.

Whenever, in this Agreement, a personal pronoun is used, such pronouns shall be understood to apply equally to both male and female members of the bargaining unit.

The terms "Day" or "Days" when referred to herein shall mean calendar days, unless otherwise specified.

## **ARTICLE II**

### **COMMITTEE RIGHTS CLAUSE**

The Committee and the Federation agree that the Committee shall retain and reserve all its statutory rights, authority and obligations in the administration of the School Department and direction of its Paraprofessionals. All the functions, rights, powers, and authority which the Committee has now, or may be granted, or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement, are recognized by the Federation to be retained by the Committee.

No changes or modifications of this contract shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

**ARTICLE III**

**WAIVER**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. This Agreement, therefore, is a complete agreement between the parties for the term hereof covering all mandatory subjects of bargaining.

**ARTICLE IV**

**NO STRIKE - NO LOCKOUT**

The Federation and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. No member of the bargaining unit covered by the terms and provisions of this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service. Paraprofessionals engaging in such activities may be discharged, or otherwise disciplined as the Committee deems proper.

The School Committee will not engage in a lockout during the term of this Agreement.

**ARTICLE V**

**GRIEVANCES**

**A.** For the purpose of this agreement, a grievance shall be defined as:

Any complaint by a Paraprofessional or group of Paraprofessionals that there has been a misinterpretation, violation, or inequitable application of the specific terms and provisions of this Agreement.

**B.** The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the Paraprofessionals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

- C. Nothing contained in this Article shall be construed as limiting the rights of any Paraprofessional, having a complaint, to discuss the matter with any appropriate member of the administration and to have the problem adjusted without interventions of the Federation, provided that any adjustment made is not inconsistent with the terms of this Agreement, and provided further that a representative of the Federation may be present at any such conference.
- D. Failure at any level of the grievance procedure to appeal within the specified time limits shall mean a waiver of the grievance, and failure at any level of the grievance procedure to issue a response within the specified time limits shall activate the time limits for proceeding to the next step. The time limits in this procedure may be extended by mutual agreement of the parties in writing.
- E. Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions herein set forth:

**Step One:** The Paraprofessional shall present the grievance in writing to the school Principal/Supervisor within twelve (12) working days of the date the grievant knows, or reasonably could have been expected to know of the event or conditions giving rise to the grievance. The Principal shall confer with the grievant and/or Federation representative within five (5) working days in an effort to arrive at a mutually satisfactory resolution of the matter, and shall respond to the Paraprofessional in writing within two (2) working days thereafter.

**Step Two:** If the grievance still has not been settled, it may be presented to the Superintendent within seven (7) working days after the response at Step One is due. The appeal shall be in writing, and shall set forth the specific reasons for the appeal, and shall be accompanied by a copy of the Step One response. The Superintendent, or his designee, shall meet with the grievant and/or Federation Representative within eight (8) working days, and shall issue a response in writing within two (2) working days thereafter.

**Step Three:** If the grievance still has not been settled, it may be submitted to the School Committee within seven (7) working days after Step Two response is due. The appeal shall be in writing, shall set forth the specific reasons for the appeal, and shall be accompanied by copies of the Step One and Step Two responses. The Committee shall meet and confer with the grievant and/or Federation representative, and shall issue a decision

in writing within fifteen 15 working days following the next regularly scheduled Committee meeting at which grievance is heard.

**Step Four:** If the grievance is still unresolved, the Federation may submit the grievance to arbitration by giving the Committee written notice of its intention to do so within ten (10) calendar days after the response under Step Three is due. This appeal shall be in accordance with the procedures and conditions set forth in Article VI.

The Vice-President of the Billerica Federation of Teachers for Paraprofessionals shall be granted time to meet with the grievant and attend grievance hearings during school hours.

## **ARTICLE VI**

### **ARBITRATION**

- A.** In the event either the Committee or the Federation elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and governed by the following procedure. The arbitration proceedings shall be conducted by an arbitrator mutually agreed to by the Employer and the Federation within ten (10) days after notice of the intention to appeal has been given. If the parties fail to agree within ten (10) days after written notice of the intention to arbitrate, then the party demanding arbitration shall within seven (7) days thereafter, request the American Arbitration Association to provide a list of available arbitrators. The arbitrator is to be selected under the provisions of the Voluntary Arbitration Rules.
- B.** The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this contract, and, in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth therein.
- C.** The fees and expenses of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Federation. However, each party shall be responsible for all of the expenses of its own representatives, participants, and witnesses, and for the preparation and presentation of its own case.

- D. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.
- E. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the Committee, the Federation, and the Paraprofessional who initiated the grievance.

## **ARTICLE VII**

### **FEDERATION REPRESENTATIVES, RIGHTS AND RESPONSIBILITIES**

- A. A written list of Federation representatives shall be furnished to the School Committee immediately after their designation and the Federation shall promptly notify the Committee of any changes.
- B. Upon request, names and addresses of newly employed Paraprofessionals shall be provided to the Federation following their election by the Committee.
- C. The official notices and announcements pertaining to Paraprofessionals covered by this agreement shall be furnished to the Federation representative in each school building.
- D. The Committee shall make available to the Federation upon its reasonable request, records which are material to negotiations or necessary for the proper enforcement of this Agreement, and to which the Federation is entitled as a matter of statutory law.
- E. **Federation Activity at the School Level**
  - 1. After the close of school on school days, the Federation shall have the right to use designated areas in the school building for meetings, provided there is no interference with any scheduled school activities.
  - 2. The use of such designated areas shall be arranged with the principal in advance. There shall be no cost to the Federation for such meetings as long as there is no overtime custodial cost to the School Committee involved.
  - 3. Federation notices may be posted on school bulletin boards located in the Teachers' Room in the building or distributed through school mail if the notice is signed by an authorized representative of the Federation, unless clearly Federation material.



4. Any notice shall be in keeping with generally acceptable school standards.
  5. Copies of all notices will be filed with the Superintendent of Schools or his designee.
- F.** The School Committee agrees to have a Union Representative present for all investigatory interviews and issuances of discipline if the employee requests the presence of a Union Representative.

## **ARTICLE VIII**

### **WORK DAY AND WORK YEAR**

- A.** The work day of the Paraprofessionals will begin and end at the time determined by the School Committee. Paraprofessionals will have a paid fifteen minute break during the school day.
- B.** It is recognized that all presently existing shift schedules may be altered to serve the best interest of the School Department. If permanent changes in shift schedules are contemplated, the Federation will be contacted for discussion concerning these changes. At least thirty (30) days' advance notice will be given to the Paraprofessional(s) of any change in shift schedule and/or pay.
- C.**
1. The normal work year for Paraprofessionals will be determined by the School Committee. The minimum year will be the student school year plus a maximum of three in-service days, scheduled either before or during the student school year. In-service activities may be devoted to professional development and/or other non-instructional activities, as directed.
  2. If the in-service day is scheduled on a Paraprofessional paid holiday (such as Veterans' Day), the paraprofessional will work that day and the yearly salary shall reflect payment for the paid holiday.
  3. Bargaining unit employees may request funds for reimbursement from the building principal to attend professional development conferences and seminars.

Notice of approval for such reimbursement shall be made within a reasonable amount of time from the request. The decision to reimburse conferences and seminars shall be at the sole discretion of the Principal and not subject to arbitration.

**D. Resignation or Retirement**

Paraprofessionals intending to resign or retire shall notify the Superintendent, in writing, no less than three (3) weeks prior to the date that said termination is to take effect.

**E.** Paraprofessionals will continue to be entitled to a duty-free lunch period without pay in accordance with the practices and schedules prevailing in their respective school buildings. Paraprofessionals required to eat lunch with their students will receive a paid lunch period.

**F.** At the direction of the Teacher and/or the Principal that the Paraprofessional works with, the Paraprofessional shall be allowed preparation time in order to prepare materials for the classroom.

**G.** No Paraprofessionals shall be assigned to drive a school bus, van or car with or without students. No Paraprofessionals shall be required to leave school grounds with a student other than for a class field trip.

**H.** In the event of a position being eliminated in either the Kindergarten or Special Education paraprofessional categories, the paraprofessional being reduced shall be transferred to an open position in his or her category. Notification of the position elimination shall be no later than June 1, or within fourteen calendar days of the District becoming aware of the position elimination.

**I.** Computers will be made readily accessible to all paraprofessionals in multiple strategic locations.

**ARTICLE IX**

**NO DISCRIMINATION**

- A. The Committee and the Federation agree not to discriminate against any Paraprofessional on the basis of race, color, sex, religion, national origin, sexual orientation, marital status or any other legally protected class, or participation in Federation activities.
- B. The Federation will represent equally all persons without regard to membership in, or association with the activities of any Paraprofessional organization.

**ARTICLE X**

**COMPENSATION**

**A. Salaries**

<b>Step</b>	<b>7/1/2018</b>
<b>1</b>	\$15.86
<b>2</b>	\$16.68
<b>3</b>	\$17.54
<b>4</b>	\$18.44
<b>5</b>	\$19.31
<b>6</b>	\$19.91
<b>7</b>	\$20.54
<b>8</b>	\$21.22
<b>9</b>	\$22.36
<b>10</b>	\$22.67

- 1. Effective and retroactive to August 26, 2018, the bargaining unit employees shall have their hourly wage increased by two percent (2.00%)

2. Effective August 26, 2019, the salary schedule shall be increased by two and one-half percent (2.50%). Bargaining unit employees will be placed on a new salary schedule as shown on APPENDIX A. Bargaining unit employees will be placed on a lane based on their classification group and a step that is reflective of their current salary.
3. Effective August 26, 2020, the salary schedule shall be increased by two and one quarter percent (2.25%)

**B. Continuing Education**

In order to be considered for step increments above the third (3<sup>rd</sup>) and sixth (6<sup>th</sup>) steps, all Paraprofessionals will be required to take an approved three (3) credit in-service course specifically designed for Paraprofessionals or an approved undergraduate college level course. The In-Service course specifically designed for Paraprofessionals will be offered in each school year. The School Committee will reimburse up to six hundred dollars (\$600) Paraprofessionals who successfully complete the above requirement (a grade of B or better) by taking an approved college course.

In order to allow for proper budgeting of tuition reimbursements, Paraprofessionals must apply for course approval in writing to the Superintendent prior to the start of the course, but no later than January 1 for courses in the given year. Any "In-Service" courses offered by the Billerica Public Schools shall be open to participation by the Paraprofessionals.

The parties recognize the importance of appropriate professional development for paraprofessionals. As a result, the District will make reasonable efforts to provide access for paraprofessionals to appropriate courses offered by the District to teachers. This provision shall not be subject to the grievance and arbitration provisions of the collective bargaining agreement.

**C. Method of Payment**

Paraprofessionals shall be paid in twenty-six (26) equal paychecks calculated by multiplying the hourly rate times the number of hours per day times all days per year and dividing that amount by 26.

**D. Working Before and/or After the Regular School Year**

Any Paraprofessional required to work before and/or following the close of the school year shall be compensated at the same rate of salary which they receive during the school year. Such payment shall be based upon an hourly rate.

**E. Itemized Payroll Deductions**

A biweekly statement of payroll deductions (paycheck stub) shall be provided to each Paraprofessional.

**F. Workmen's Compensation Law**

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

**G. Health Insurance Plan**

All Paraprofessionals will be eligible for the Health Insurance Plan provided to all other municipal employees as per the regulations of the Town of Billerica Treasurer.

The School Committee will offer Dental Insurance to its employees. The Committee agrees to contribute twenty (\$20) dollars or fifty percent of the cost of the Family Plan and ten (\$10) dollars or seventy percent of the Individual Plan, whichever is higher.

**H. Payroll Deductions for Annuities**

All Paraprofessionals shall be permitted to take advantage in the form of payroll deduction of tax free annuities to the extent permitted by law.

**I. Retirement**

All Paraprofessionals are subject to Middlesex Country Retirement Rules and Regulations. All retirement information and required forms are available at the Treasurer's Office in the Town Hall.

**J. Direct Deposit**

All paraprofessionals must, as a condition of their employment, take all necessary steps to have direct deposit for all of their salary payments.

**ARTICLE XI**

**CLASSIFICATIONS**

**A.** Bargaining Unit Employees who work in the following positions shall be grouped into the following classifications:

<b><u>Group 1</u></b>	<b><u>Group 2</u></b>	<b><u>Group 3</u></b>	<b><u>Group 4</u></b>
Academic Connections Kindergarten Pathways Preschool STAR 1-1 non-intensive	1-1 intensive Compass RISE GWA	LAB Behaviorist	RBT (Registered Behavior Technician)

**B.** The parties will continue to meet to discuss job descriptions.

**ARTICLE XII**

**SICK LEAVE**

**A.** Paraprofessionals will be entitled to fifteen (15) Sick Leave days during the school year for personal illness or illness within the immediate family. Sick days may be used in half (0.5) day increments.

Unused leave will be accumulated for use by a Paraprofessional to two hundred twenty (220) days, only for Paraprofessionals actively employed prior to August 1, 2007. Unused sick leave will accumulate from year to year up to a maximum of 100 days for Paraprofessionals that were actively employed after July 31, 2007.

Any Paraprofessional who does not use any sick days during the school work year shall receive an incentive allowance of two hundred dollars (\$200).

- B. The term “immediate family” means a Paraprofessional’s spouse, mother, father, child, brother, sister or relations living in the employee’s household.
- C. After due notification, the Administration may meet with a Paraprofessional to discuss concerns in cases where they suspect abuse of Sick Leave. After said meeting, if the Administration is not satisfied with the reasons for the absence, they may request medical verification of the illness from the Paraprofessional’s own physician. Requests for meetings and/or medical verification shall not be arbitrary and capricious.
- D. Every Paraprofessional with ten or more continuous years of service in the Billerica School System, upon her retirement or death, shall be eligible for a retirement allowance at her present rate of pay in accordance with the following chart:

Effective 9/1/00	90 Days
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The provisions of this paragraph will apply only to Paraprofessionals who were actively employed prior to August 1, 2007.

- E. Paraprofessionals may utilize sick days in one-half day increments, i.e., 50% of the work day, for the three years of this agreement. The provision shall expire on August 26, 2018 unless the parties expressly agree to extend it.

### **ARTICLE XIII**

#### **LEAVES**

##### **A. Personal Business Leave**

Paraprofessionals shall be granted two (2) days of personal leave each school year for imperative personal business that cannot be conducted outside school hours. The building Principal or his/her designee shall be notified as soon as possible not less than twenty-four (24) hours before the leave occurs. Unused Personal Leave shall be accumulated as Sick Leave. Additional personal leave may be granted at the discretion of the Superintendent.

**B. Bereavement Leave**

1. Paraprofessionals will be allowed up to five (5) work days' leave in the case of death in the immediate family. The above five (5) days will not impact more than seven (7) "calendar days".
2. The term "immediate family" means a Paraprofessional's spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, relatives living in the employee's household, or a person for whom the Paraprofessional is solely responsible for all funeral arrangements.
3. Paraprofessionals shall be allowed three (3) work days leave without loss of pay in the event of a death of a grandparent or grandchild, and one (1) day's leave without loss of pay in the event of the death of an aunt, uncle, niece, or nephew of the Paraprofessional or the Paraprofessional's spouse, if the deceased was not living in the household. This day is only for the purpose of attending the funeral. The above three (3) days will not impact more than five (5) calendar days.

**C. Jury Duty**

In the event that any Paraprofessional covered by this Agreement is required to perform and does perform Jury Service, the Paraprofessional shall be compensated the difference between compensation received from performance of Jury Duty Service and the Paraprofessional's regular salary provided the Paraprofessional furnished appropriate evidence from the court of such service, and has made every effort to schedule such service during a school vacation.

**D. Conferences and Conventions**

Four days per year shall be granted with pay per delegate for up to two (2) official delegates to attend conferences or conventions of the Billerica Federation of Teachers affiliated bodies.

**E. Maternity Leave**

1. Every bargaining unit employee who has completed the initial probationary period of ninety (90) days will be entitled to a forty (40) day leave of absence for the purpose of parental leave, provided he/she gives at least two (2) week notice of his/her anticipated date of departure and of his/her intention to return. Employees are urged to give earlier notification in order to provide the Employer



with additional time to secure a replacement. Upon return from the parental leave of absence the employee will be restored to his/her previous position or a similar position.

2. Bargaining unit employees may use accumulated sick time while on a parental leave of absence.
3. Any paid or unpaid leave taken during a parental leave of absence shall be concurrent with any Family Medical Leave Act (FMLA) allowances.
4. If both parents are employees of Billerica Public Schools, the parental leave of absence shall be a sum of forty (40) days between both parents.

**F. Extended Parental Leave of Absence**

1. Bargaining unit employees who have completed three (3) or more years of service may extend a parental leave of absence up to two (2) years but not to impact more than two (2) academic years.
2. The extended parental leave of absence shall be unpaid.
3. Bargaining unit employees who desire to take an extended parental leave of absence shall give at least a four (4) week notice to the Employer.
4. A paraprofessional on an extended parental leave of absence shall notify the Superintendent of Schools of his/her intent to return at any time during the two (2) year school period and shall be reinstated as soon as a vacancy for which he/she is qualified occurs.
5. Unless a paraprofessional returns to duty at the expiration of the two (2) year school period, his/her employment shall be terminated.
6. A paraprofessional, who by March 1, notified the Superintendent of the intent to return in September, may return to duty in September. Salary placement shall be at the next step on the salary schedule if the paraprofessional worked more than ninety (90) days in the school year in which the leave was granted.
7. As with other extended unpaid leaves, the time spent on an extended parental leave of absence by a probationary employee shall not count toward his/her probationary/working test period.

8. Nothing in this provision will detract from rights that anyone may have under the laws of the Commonwealth.

**G. Failure to Return to Work**

A failure to return to work from any of the afore said leaves in Articles XI or XII, or a failure to provide a statement in writing within five (5) working days of the original anticipated return to work date shall constitute job abandonment via resignation.

**ARTICLE XIV**

**TRANSFER AND VACANCIES**

- A.** Paraprofessionals who desire a change in assignment, or who desire to transfer to another building for the next school year shall file a written statement annually of such desire with the Office of the Superintendent by March 1. All applicants, and the Chairperson of the Unit, shall receive written notification of the disposition of transfer requests from the Superintendent or his designee within ten (10) days from the date the decision regarding the transfer request is made.
- B.** In determination of reassignments and transfers, the convenience and wishes of the individual Paraprofessional will be honored to the extent that in the judgment of the Administration these considerations do not conflict with the instructional requirements and best interests of the School System and the public. A Paraprofessional in the Billerica School System shall be granted the right to an interview for open positions or assignments.
- C.** Any involuntary reassignment or transfer shall be made only after a meeting between the Paraprofessional involved and at the Paraprofessional's request, a Billerica Federation of Teachers representative and the Superintendent and/or his designee, at which time the Paraprofessional shall be notified of the reasons for the reassignment or transfer.
- D.** All new positions and all vacancies in existing positions in the bargaining unit will be posted for a minimum of fourteen (14) days. Such notice shall set forth the general specification responsibilities and job function of the position. The District may make an immediate appointment if the best interest of pupils so requires.

Notice of such posting will be sent to the chairperson of the unit.

No Paraprofessional shall be required to, (but may volunteer to) perform toileting duties unless it is part of the job description as posted.

- E. Written notification will be sent to the chairperson of the Unit within seven (7) days regarding the filling of any vacancies and the making of any transfers during the calendar year.

In cases where the Superintendent deems a qualified member of the Unit cannot be transferred during the school year, that qualified member will be granted the transfer effective the following September.

No voluntary transfers shall be granted during the school year unless approved by the Superintendent.

- F. A Paraprofessional transferring from one category to the other category will transfer with and maintain his/her full seniority as a Paraprofessional in the Billerica School System.

## **ARTICLE XV**

### **EVALUATIONS**

- A. The Committee reserves the right to conduct written evaluations concerning the performance of Paraprofessionals for the purpose of determining whether the Paraprofessional's program should be maintained or modified, or for any other purpose. All evaluations shall be conducted openly and with full knowledge of the Paraprofessionals involved. The evaluator shall meet with the Paraprofessional to discuss the evaluation report and to render constructive advice. A copy of the report shall be given to the Paraprofessional upon request. The Paraprofessional shall affix his or her signature to the report to establish that the Paraprofessional has seen it, but such signature shall not be construed as agreement with the report's contents. The Paraprofessional shall also have the right to submit a written reply which shall be appended to the evaluation report.

**ARTICLE XVI**

**ASSISTANCE IN ASSAULT CASES**

- A.** Paraprofessionals shall immediately report all cases of assault suffered by them in connection with employment to the Superintendent of Schools, in writing.
- B.** The Superintendent will comply with any reasonable request from the Paraprofessional for information in his possession relating to the incident or the persons involved and will act in appropriate ways as a liaison between the Paraprofessional, police, and the courts.

**ARTICLE XVII**

**JUST CAUSE**

- A.** A Paraprofessional who has completed one (1) year of service shall not be disciplined or discharged except for just cause. A Paraprofessional during his/her first year of service may be non-renewed and shall otherwise be considered a probationary employee.
- B.** Bargaining unit employees who change classification groups shall serve a one (1) year working test period. The Employer shall have the right to review performance and determine whether the employee is a good fit in the new group. Should the Employer elect not to continue that employee in the new classification group, the bargaining unit employee shall be returned to their previous classification group.
- C.** When an employee is the subject of an investigation, which reasonably may result in the imposition of discipline, the employee will be advised by the employer or his or her right to Federation representation prior to the investigatory interview. The employee may accept or decline the representation, or may choose not to participate in the investigatory interview, in which case, the employer may continue to investigate the matter and may draw an adverse inference from the employee's refusal to participate.

**ARTICLE XVIII**

**REDUCTION IN FORCE**

- A.** If the Committee determines to reduce the Paraprofessional employed in the bargaining unit, layoff shall be by reverse order of seniority, subject to qualifications and skills. The Committee’s determination of said qualifications and skills shall be subject to the grievance procedure contained in Article V and Article VI.
- B.** Seniority shall, for purposes of this Article, mean the length of continuous employment as a Paraprofessional in the Billerica Schools. The term Paraprofessional in this Article refers to one-on-one and classroom Paraprofessionals without any distinction between the two.
- C.** A Paraprofessional who is laid off pursuant to this Article Shall have recall rights (in reverse order of layoff) to the classifications in which the Paraprofessional was most recently employed. Such recall rights shall continue for a period of three years.
- D.** The parties acknowledge that the Committee has authority to terminate or reduce the Paraprofessional program as it deems necessary, and that its financial obligations to the Paraprofessionals affected by such action shall not extend beyond the effective date of said termination or reductions.
- E.** Annually by November 1, the Superintendent, or designee, and the President, or designee, will review the Seniority List.
- F.** For the purposes of Article XVII (Reduction in Force), the Billerica School System will maintain two distinct seniority lists; one for Special Education Paraprofessionals and one for Regular Education Paraprofessionals. In the event of a layoff in either category, the least senior Paraprofessional within the category will be laid off.
- G.** Bumping Rights – In the event that there is a reduction in force in groups 2, 3, or 4 and there are no current vacancies in group 1, the bargaining unit employee targeted for layoff may bump the least senior employee in group 1. That employee shall then be placed in the new group on the salary scale closest to his/her current rate of pay.

- H. Paraprofessionals will be recalled into open positions within their category in reverse order of seniority. If the recall list in one category is exhausted, Paraprofessionals on the recall list in the other category will be recalled to any open position prior to the Billerica School System hiring a new employee.

## **ARTICLE XIX**

### **DUES DEDUCTION**

The Employer shall continue its current practice of providing membership and dues authorization cards to Paraprofessionals during the hiring process. Completed membership and dues authorization cards will be forwarded to the Federation within a reasonable amount of time. Should a new hire have questions about the Federation, the Employer will recommend that new employees contact the President of the Federation. Should a new hire refuse to sign a dues authorization card during the hiring process, the Employer will notify the Federation within five (5) business days of the employee's title, position, job location, and assignment.

## **ARTICLE XX**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be performed or enforced except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation between the parties. All other provisions of the Agreement, moreover, shall continue in effect.

## **ARTICLE XXI**

### **SUBSTITUTING**

- A. Paraprofessionals will not be required to perform recess or bus duties for other students when the Paraprofessional is already working with his/her regularly assigned students or performing related duties.
- B. The Paraprofessional may not be relieved by another Paraprofessional or a teacher, other than the classroom teacher.

- C. If a Paraprofessional agrees to substitute for a teacher on long-term leave in duration of at least six (6) weeks, but that does not impact more than one (1) school year, the Paraprofessional shall be granted a leave of absence from her/his current position. Upon return to her/his position, the Paraprofessional shall be entitled to all seniority rights that she/he would have been entitled to had the leave not occurred. If the Paraprofessional taking such assignment is a licensed teacher in said assignment, the rate of pay shall be \$165/day.
  
- D. The intent of the Committee is not to pull a Paraprofessional from her/his regular assignment to substitute in another classroom or any other assignment unless it is absolutely necessary.

The parties recognize the additional work and support paraprofessionals provide assisting with substitution duties. Paraprofessionals shall earn one (1) personal day for each twelve (12) days, accounted in half (0.5) day increments, substituting for a teacher. "One on one" Paraprofessionals substituting when his/her assigned student is absent shall not count towards the twelve (12) days.

**ARTICLE XXII**

**LONGEVITY**

	<b>FY19-21</b>
10 Continuous Years	\$1,350
15 Continuous Years	\$1,550
20 Continuous Years	\$1,750

Employees must inform the Superintendent in writing by January 1, of the year before they are eligible for payment. Payments shall be made in the first pay check in December.

**ARTICLE XXIII**

**VACATION**

Paraprofessionals will be entitled to paid vacation days as follows:

0 to 1 Years of Service	0 Days
1 to 5 Years of Service	10 Days
6 to 10 Years of Service	14 Days
11 to 15 Years of Service	17 Days
16 to 20 Years of Service	23 Days

Vacation days must be taken during school vacation periods.

**ARTICLE XXIV**

**PAID HOLIDAYS**

There are ten (10) paid holidays built into the hourly rate of pay.

**ARTICLE XXV**

**FILES**

- A.** Paraprofessional files shall be maintained under the following circumstances.
1. No material derogatory to a Paraprofessional's conduct, service, character, or personality shall be placed in the files by an administrator unless the Paraprofessional is first given a copy in person or by certified mail.
  2. The Paraprofessional shall have the right to submit a response to the statement. The paraprofessional's answer shall also be included in the file.
  3. Upon request, a Paraprofessional shall be given access to his or her file within a reasonable time.
  4. Upon receipt of a written request, the Paraprofessional shall be furnished a reproduction of any material in his or her file.



- B. Official grievances filed by any Paraprofessional under the Grievance Procedure as outlined in the Agreement shall not be placed in the personnel file of the Paraprofessional; 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 recommendation for job placement.

**ARTICLE XXVI**

**SENIORITY**

- A. Seniority shall mean the length of continuous employment as a Paraprofessional in the Billerica School System.
- B. All Paraprofessionals hired, regardless of title or assignment, will earn seniority for continuous service as a Paraprofessional in the Billerica Public Schools based on their date of hire or rehire.

**ARTICLE XXVII**

**LABOR-MANAGEMENT COMMITTEE**

- A. The Superintendent, or his designee, and representatives of the Federation will meet on an on-going basis in order to discuss work-related and professional issues.

**ARTICLE XXVIII**

**DURATION**

- A. This Agreement shall be effective August 26, 2018, and shall remain in full force and effect until August 25, 2021, and from year to year thereafter unless either party notifies the other party prior to any March 1 thereafter, of its desire to terminate or modify this Agreement. Such notification shall be registered United States mail to the responsible signatories of this Agreement.

**IN WITNESS WHEREOF**, the Committee has caused this instrument to be duly executed by its authorized designees and the Federation, acting on behalf of the Paraprofessionals, has caused this instrument to be signed by its proper officers hereunto duly authorized the day and year first written above.

**BILLERICA SCHOOL COMMITTEE**

**BILLERICA FEDERATION OF  
TEACHERS,  
LOCAL 1677 AFT, AFL-CIO  
(Paraprofessionals)**

By \_\_\_\_\_  
Chairman

\_\_\_\_\_

By \_\_\_\_\_  
Vice Chairman

\_\_\_\_\_

By \_\_\_\_\_  
Secretary

\_\_\_\_\_

By \_\_\_\_\_  
Member

\_\_\_\_\_

By \_\_\_\_\_  
Member

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPENDIX A**

**SALARY SCHEDULES**

<b>Effective August 26, 2019</b>				
<b>Step</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>	<b>Group 4</b>
<b>A</b>	\$16.26	\$18.90	\$21.06	\$30.00
<b>B</b>	\$17.09	\$19.79	\$21.75	\$31.05
<b>C</b>	\$17.98	\$20.41	\$22.92	\$32.14
<b>D</b>	\$18.90	\$21.06	\$23.24	\$33.26
<b>E</b>	\$19.79	\$21.75	\$24.05	\$34.43
<b>F</b>	\$20.41	\$22.92	\$24.90	\$35.63
<b>G</b>	\$21.06	\$23.24	\$25.77	\$36.88
<b>H</b>	\$21.75	\$24.05	\$26.67	
<b>I</b>	\$22.92	\$24.90	\$27.60	
<b>J</b>	\$23.24	\$25.77	\$28.57	

<b>Effective August 26, 2020</b>				
<b>Step</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>	<b>Group 4</b>
<b>A</b>	\$16.62	\$19.33	\$21.53	\$30.68
<b>B</b>	\$17.48	\$20.24	\$22.24	\$31.75
<b>C</b>	\$18.39	\$20.87	\$23.43	\$32.86
<b>D</b>	\$19.33	\$21.53	\$23.76	\$34.01
<b>E</b>	\$20.24	\$22.24	\$24.60	\$35.20
<b>F</b>	\$20.87	\$23.43	\$25.46	\$36.43
<b>G</b>	\$21.53	\$23.76	\$26.35	\$37.71
<b>H</b>	\$22.24	\$24.60	\$27.27	
<b>I</b>	\$23.43	\$25.46	\$28.22	
<b>J</b>	\$23.76	\$26.35	\$29.21	