

**AGREEMENT**

**BETWEEN**

**WACHUSETT REGIONAL SCHOOL DISTRICT**

**&**

**TEAMSTERS UNION LOCAL 170**



**JULY 1, 2015 - JUNE 30, 2017**

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## **ARTICLE 1 RECOGNITION**

The Wachusett Regional School District (the "District") recognizes the Teamsters Union Local 170 (the "Union") as the exclusive representative for the purposes of collective bargaining of all full-time and regular part-time paraprofessionals, including aides, instructional aides, special education aides, monitors, kindergarten aides, library clerks, lunch monitors, transition classroom aides, playground monitors, health aides, technical computer lab clerks, library aides, and technicians, excluding tutors, substitute aides, all managerial and confidential employees, and all other school district employees.

## **ARTICLE 2 GRIEVANCE PROCEDURE**

### **A. Purpose:**

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

A Paraprofessional of the Union who feels aggrieved shall attempt to resolve the issue through administrative channels before following the grievance procedure outlined below.

### **B. Definitions:**

1. A grievance is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.
2. An aggrieved person(s) is/are the Paraprofessional or Paraprofessionals of the Union making the claim.
3. The term days means work days.
4. Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section(s) of the Agreement that is being or has been misapplied or misinterpreted, the nature of such misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission, or knowledge of the act or omission, that is subject of the grievance, so long as such knowledge is obtained no later than thirty (30) days following the alleged act or omission.

C. Informal Procedure:

A Paraprofessional of the Union with a grievance shall have the right to discuss it with his/her immediate supervisor, accompanied by one Paraprofessional of the Union if he/she chooses, with the objective of resolving the matter informally.

D. Formal Procedure:

Level One:

If the aggrieved person is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to his/her immediate supervisor accompanied by one Paraprofessional of the Union. Such grievance shall be in writing and conform to the requirements of filing detailed in paragraph 5 of section 8 of this Article, as outlined above. The supervisor shall have five (5) days from the date of the grievance presentation to render a decision.

Level Two:

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to a Paraprofessional Grievance Resolution Committee (hereinafter referred to as the P.G.R.C.). Such appeal must be filed within ten (10) school days after the written decision was due at Level One. Said P.G.R.C. shall meet within ten (10) school days after the grievance is referred to Level Two.

The P.G.R.C. shall consist of three (3) full time bargaining unit Paraprofessionals chosen by the Union Business Agent and three (3) members of the District's Administrative Cabinet selected by the Superintendent, no two members on either side shall be from the same work location and/or department. Whenever possible, no representative from either side should be from the same work location. The nonvoting co-conveners of the P.G.R.C. shall be the Union Steward and the Superintendent or their designees.

The P.G.R.C. shall investigate the grievance and attempt to achieve a resolution. Decisions of the P.G.R.C. shall be by agreement of four (4) or more members of the P.G.R.C. voting by secret ballot. Decisions of the

P.G.R.C. shall be final and binding upon all parties for that particular grievance on a no precedent basis. The P.G.R.C. is not confined to accepting or rejecting the requested remedy of the grievant(s). The P.G.R.C. may determine by majority vote of its members a mediated settlement to the grievance which would be binding but not precedent setting on all parties subject to the grievant's approval.

#### Level Three:

If the grievance is not resolved at Level One or no decision is rendered at Level Two, or if no decision is rendered within the time prescribed above, the aggrieved person may forward his/her grievance within five (5) days of which a decision was due at Level One to the Superintendent of Schools or the date on which a decision was due at Level Two. The Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance within ten (10) days after the grievance was forwarded to Level Three. The aggrieved person may be represented by one Paraprofessional of the Union and/or the Business Agent. The Superintendent or his/her designee shall have ten (10) days to render a decision on the grievance.

#### Level Four:

If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the hearing at Level Three, the aggrieved person may request the Union to submit his/her grievance to arbitration; provided, however, that such request shall be in writing and shall be made within five (5) days of the date on which a decision at Level Three was due. Within fifteen (15) days of receiving the request, the Union shall decide whether to submit the grievance to arbitration. If the Union decides to submit the grievance to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of notification, the District and the Union shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time specified, the matter shall be referred to the American Arbitration Association to be arbitrated in accordance with their current rules. The decision of the arbitrator shall be final and binding. If possible, the arbitrator's decision shall be submitted within thirty (30) days from the date the hearing is completed. The costs of the arbitrator shall be shared equally by the District and the Union, including per diem expense, if any, and actual and necessary travel and subsistence expenses. The arbitrator's award

shall be in writing and shall set forth findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any part of this Agreement.

E. Miscellaneous:

1. The District and the Union agree that these proceedings shall be kept as informal and confidential as possible.
2. By mutual agreement, the parties may extend any of the time limits delineated in this Article .
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered as acceptance by the aggrieved person of the decision rendered, and such decision shall thereafter be binding upon the Union.
4. Forms for filing and processing grievances shall be the Teamsters Union Local 170 Grievance Report.
5. All decisions required by the formal procedure outlined above shall be in writing setting forth the decision and the reason therefore .
6. The aggrieved person(s) shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
7. The parties may utilize the services of a bona fide professional consultant at Levels Two and Three of this procedure.

### **ARTICLE 3 HOURS AND CONDITIONS OF EMPLOYMENT**

1.0 All Paraprofessionals covered by this Agreement shall be notified on/or before August 10th of their work schedules except for unusual circumstances and such schedules shall not be changed during the school year. If there is a planned change during the school year, the affected Paraprofessional(s) and the Union Steward will be notified five (5) business days in advance of the date of the

planned change except in the cases of emergency. In such cases the Superintendent will provide reasonable notice to the Union Steward to include the nature of the emergency.

When a position becomes available, it will be posted for five (5) business days within the District, in order to facilitate an application by current Paraprofessionals.

In the event of a sudden or without notice loss of a pupil or pupils requiring termination of a position, the one-week notice provision shall be waived and the layoff affected after 24-hour notice to the Paraprofessional and the Union Steward.

Involuntary transfer will occur only when necessitated by unusual situations or during reduction in force situations.

1. An unusual situation is defined as any situation where involuntary transfer would be in the best interest of the individual teacher and the District as determined by the Superintendent.
2. Reduction in force situations would include any situation where an involuntary transfer would be necessitated by programmatic changes implemented by the District.

When involuntary transfers are necessary, a meeting may take place, at the affected Paraprofessional's request, with the Paraprofessional(s) involved, the Superintendent and Union Representative at which time the Paraprofessional(s) will be notified of the reason for the transfer.

In the event of a loss or a gain of a pupil or pupils requiring transfer of a Paraprofessional when such loss or gain has been sudden or without notice such that the LEA would stand in non-compliance with Chapter 766 regulations without immediate action, the one-week notice provision shall be waived and the transfer effected after 24-hour notice to the Paraprofessional and the Union Steward.

1.1 In the event that a Paraprofessional has reported to work on a scheduled work day and at a scheduled work time and is unexpectedly sent home early or the normal work time is unexpectedly delayed or canceled and the Paraprofessional is prevented, by District direction, from reporting to work on time (except as a suspension or other discipline), the Paraprofessional shall be paid for all scheduled hours. In the event of a delay to the start of the school day, Paraprofessionals shall report to work at the delayed time after the normal start

time and shall be paid for a full day (For example, if the start of the school day is delayed by two hours, Paraprofessionals shall report to work two hours after the normal start of the work day; if the start of the school day is delayed by one hour, Paraprofessionals shall report to work one hour after the normal start of the work day.)

The District will make every reasonable effort to inform Paraprofessionals of their delay status one (1) hour prior to the Paraprofessional's normal start/reporting time.

1.2 Paraprofessionals requested to work during their lunch period will be compensated for such work at time and one half (1 1/2).

1.3 All Paraprofessionals are required to give notice of absence to the building principal or designee prior to the opening of school. Failure to give such notice will result in a Paraprofessional's being ineligible for paid sick leave for that day. A Paraprofessional who will arrive late for school must give notice that he/she will be late to the building principal or designee prior to the opening of school. A pattern of non-notification will be grounds for disciplinary action, up to and including termination.

2.1 Paraprofessionals shall receive a copy of their job descriptions at the beginning of the school year and changes in this description shall be made only after a meeting of the appropriate administrative supervisor and the affected Paraprofessional.

2.2 A Paraprofessional is a staff Paraprofessional employed by the School District as a Paraprofessional who works under the direction of a teacher or other professional. Paraprofessionals are assigned by the administration to assist teachers/specialists. Duties include, but are not limited to, clerical, supervisory, and instructional assistance. Paraprofessionals are not expected to do educational planning, develop individual educational plans (IEPs), interpret diagnostic tests, or do work outside of school hours in preparation for school activities.

2.3 Paraprofessionals will not be required to administer medications to students except on a voluntary basis. However, if the needs of a student or students require a Paraprofessional who has medication delegation, personnel with such qualifications may replace the Paraprofessional in place.

2.4 Any Paraprofessional who, as part of her/his regular, daily activities is required to change students' clothing, deal with soiled garments, diapers or



fecal matter shall receive an hourly stipend of \$0.50. All Paraprofessionals are expected to render assistance to students in need whenever necessary or in an emergency situation regarding health, safety and personal hygiene. Such assistance can include the changing of diapers, soiled garments, and/or dealing with fecal matter.

2.5 Any Paraprofessional who is required to restrain and document the incident shall receive an hourly stipend of \$1.00 for the day. Payment for such restraint will be made quarterly.

3.0 The work year for Paraprofessionals shall consist of one hundred eighty (180) full school days unless otherwise specified by the job description at the beginning of the year. It is understood that the job description may differ depending on the specific assignment, work location, or source of funding, e.g., federal programs, early childhood program, etc.

4.0 Paraprofessionals shall have their lunch period scheduled within a period of time that shall begin no sooner than thirty (30) minutes prior to scheduled start of the normal student lunch period and not later than thirty (30) minutes after the conclusion of the normal student lunch period. This provision does not apply to individuals who voluntarily work through their normal lunch period.

5.1 Compensation at time and one-half of the regularly hourly rate shall be paid for all time worked beyond eight (8) hours in a day or forty (40) hours in a week, or any time on a Saturday, Sunday or during a recognized holiday.

5.2 Paraprofessionals covered by this Agreement shall be paid in accordance with Article 3 section 5.0 if they are required to accompany students on field trips or extended learning experiences.

6.0 The District shall notify the Paraprofessional if the Paraprofessional is required to attend professional development days. If required to attend professional development days, Paraprofessionals will be paid for the entire day. If not informed of the required attendance (with pay) prior to the beginning of the school year, Paraprofessionals will not be required to attend. If required to attend, the courses will be meaningful for the Paraprofessional's applicable position.

## **ARTICLE 4 SICK LEAVE**

1.0 Each Paraprofessional employed by the District shall be entitled to earn one

sick day per month up to ten (10) days in one year, such time to be cumulative to a maximum of one hundred eighty (180) days.

2.0 The employer will inform, at the beginning of each school year, each Paraprofessional the amount of unused sick leave he/she has accrued.

3.0 Any Paraprofessional who has completed twenty (20) or more years of continuous service with the District or any one of its constituent schools, and who has accumulated one hundred (100) or more days of sick leave, shall be entitled to a buyback equal to 25% of their per diem rate equal to the rate of their last full year of service to the District, for all days in excess of one hundred (100) days. This benefit shall only be paid at and upon full retirement.

4.0 For illness of the Paraprofessional's immediate family, which necessitates the Paraprofessional's absence from school, days may be charged to the Paraprofessional's sick leave up to a maximum of three (3) days per year.

## **ARTICLE 5 UNSALARIED LEAVES OF ABSENCE**

The employer may grant an unsalaried leave of absence to any Paraprofessional covered by this Agreement. The Paraprofessional must submit a written request stating the reasons for the requested leave at least fourteen days prior to the starting date of the requested leave.

## **ARTICLE 6 OTHER LEAVES**

1.0 All Paraprofessionals shall be entitled to three (3) personal days per year, with the prior approval of the Superintendent or his/her designee, at full pay for the purpose of conducting personal business that must be conducted during regular work hours. The District reserves its right to make requests regarding the use of personal time by Paraprofessionals when adherence to the definition of personal time is in question. The use of personal days is not intended to extend a school holiday or vacation period nor is it intended to provide vacation time. Such requests will require administrative review.

Paraprofessionals' unused personal days shall be converted to unused sick days and be added to the Paraprofessionals' total sick day accrual at the end of the school year.

2.0 In the event of the death of a Paraprofessional's immediate family (e.g.

husband, wife, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step child, grandparent, grandchild, significant other or any relative residing within the Paraprofessional's household, the Paraprofessional shall be granted five (5) bereavement days at full pay, per event.

2.1 In the event of the death of an aunt, uncle, niece, or nephew, the Paraprofessional shall be granted one (1) bereavement day at full pay, per event.

## **ARTICLE 7 VACANCIES**

1.0 Any position covered by this Agreement, within the Wachusett Regional School District, which becomes vacant and which the District intends to fill shall be posted by means of a written notice being posted at each school building, at least ten (10) days prior to the appointment. Such notices shall state clearly the qualifications for the position, its duties, and the rate of compensation. Consideration shall be given to Paraprofessionals for any positions for which they apply and are qualified. If circumstances of an emergency nature require that the position be filled within ten (10) days, then the Union Steward will be notified as far in advance of the appointment as possible. The District will, in addition to posting vacant positions, will also email the postings to the List of Stewards provided by the Union.

2.0 The Union will notify the Superintendent of Schools or his/her designee in writing whenever there is a change of persons holding office in the Union.

## **ARTICLE 8 SENIORITY**

1.0 Definition: For the purposes of this Article, seniority shall be defined as the length of service each Paraprofessional had prior to regionalization up to present, as defined in Article 1. In the event that Paraprofessionals are hired on the same day, seniority shall be determined by a drawing of lot, i.e. flip a coin or draw a card and that shall be their date of hire and their seniority spot.

2.0 In the event that it becomes necessary to lay off any Paraprofessional covered by this Agreement, seniority and qualifications as determined by the District, and District need, as determined by the District shall be the factors.

3.1 Recall: Any Paraprofessional laid off under provisions of this Article shall

be entitled to recall as positions for which they are qualified become available for a period up to one year.

### 3.2 Recall by inverse order of layoff.

3.2 During the recall period a Paraprofessional shall be entitled to participate in all group insurance plans by paying one hundred percent (100%) of the premiums to the extent that such participation is permitted by the General Laws of the Commonwealth of Massachusetts.

3.3 Upon recall to the system, a Paraprofessional will have all accrued benefits earned at the time of layoff restored in full, including seniority and accrued sick leave. No experience credit will be given for the period of layoff.

3.4 A Paraprofessional who is recalled and refuses employment will forfeit all recall rights and any claims against the District and/or the Union.

4.0 Loss of seniority: seniority may be lost for the following reasons:

- A. a Paraprofessional leaves the employment of the District;
- B. a discharge is not reversed;
- C. a Paraprofessional does not return to work when recalled under provisions of this Article;
- D. a Paraprofessional fails to return from an approved leave of absence;
- E. a Paraprofessional retires; or
- F. a Paraprofessional is absent without notification for seventy two (72) hours will be terminated with no recourse against the District and/or the Union.

4.1 A Paraprofessional will not lose seniority when on approved leave of absence from the System. If a Paraprofessional takes a leave of absence for six (6) months or more, the Paraprofessional will not gain a year of experience for the year in which the leave takes place.

4.2 Bumping Procedure: the principle of seniority shall be recognized with respect to retention, layoff, and the recall of regular Paraprofessionals in

work which they are qualified and available to perform. In the event that a layoff is necessary, Paraprofessionals will be laid off in the inverse order in which they were hired, that is the Paraprofessional last hired shall be the first laid off. When recall takes place, those regular Paraprofessionals laid off last shall be recalled first provided they are qualified and available to perform the work. Paraprofessionals laid off may only bump Paraprofessionals within their classification or a lower classification.

4.3 A Paraprofessional shall lose his/her seniority and job if he/she fails to respond to recall for full time work in five (5) consecutive days of recall notice.

4.4 All part-time hours will be divided into full-time hours for seniority calculation. Part-time is defined as twenty (20) hours or less scheduled hours of work per week.

## **ARTICLE 9 PROTECTION**

Paraprofessionals will immediately, but in no case later than one (1) day, report all cases of assault suffered by them in connection with their employment to the building principal. A copy of such report will be forwarded to the Central Office.

## **ARTICLE 10 SEPARABILITY AND SAVINGS**

If any provision of this Agreement shall be found to be contrary to law, then said provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to administrative discretion and collective bargaining. All other provisions of the Agreement shall continue in effect.

## **ARTICLE 11 JURY DUTY PAY**

In accordance with Chapter 234A of the Massachusetts General Laws, any Paraprofessional required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

## ARTICLE 12 SALARY

1.1 Conditions:

1.2 All raises shall become effective on July 1 of each year.

1.3 Movement to the next highest financial step will be granted when a Paraprofessional moves from one class to a higher class. For example, if an instructional Paraprofessional making \$10.08 per hour is hired to be a study hall monitor, that Paraprofessional will move to step 1 of class C which corresponds to \$11.37 per hour during FY08.

1.4 Yearly advancement from one step to the next shall be automatic.

1.5 When a student who is the responsibility of a Paraprofessional is absent from school, the Paraprofessional shall be paid his or her regular rate of pay, as if the student were present so long as the absence does not exceed two (2) consecutive weeks, otherwise, the Paraprofessional will be subject to the layoff provisions of this Agreement.

1.6 Paraprofessionals will be paid in twenty-one equal payments. Adjustments will be made if actual hours worked is not consistent with the estimated annual salary.

1.7 In FY16 and FY17 Paraprofessionals will receive step increases and increases per the salary tables below:

1.8 Salary Schedules:

FY16- JULY 1, 2015		
STEP	CLASS B	CLASS C
Step 1	\$12.92	\$12.92
Step 2	\$13.72	\$13.72
Step 3	\$14.31	\$14.31
Step 4	\$15.08	\$15.53

FY17- JULY 1, 2016		
STEP	CLASS B	CLASS C
Step 1	\$13.11	\$13.11
Step 2	\$13.93	\$13.93
Step 3	\$14.52	\$14.52
Step 4	\$15.46	\$15.76

FY17 -JANUARY 1, 2017		
STEP	CLASS B	CLASS C
Step 1	\$13.18	\$13.18
Step 2	\$14.00	\$14.00
Step 3	\$14.59	\$14.59
Step 4	\$15.54	\$15.84

2.1 For FY15 any Paraprofessional who has completed 10 years of continuous service to the District will be entitled to receive an additional value step which shall be \$0.50 cents per hour above step 4. Any Paraprofessional who has completed 20 years of service to the District will be entitled to receive \$1.25 per hour above step 4.

2.2 In determining eligibility for this step, the following shall apply:

Paraprofessionals with a date of first employment between August 1 and January 31 shall receive this step on the first work day in September of the school year of their eleventh anniversary date; Paraprofessionals with a date of first employment between February 1 and July 31 shall receive this step on the first work day in September of the school year immediately following their eleventh anniversary date.

3.1 A Paraprofessional who has successfully completed and received an Associate of Arts (A.A.) degree from an accredited Junior College or Community College shall receive an additional education stipend of \$0.25 per hour over their rate in 1.5 above. Paraprofessionals who do not have an advanced degree but are deemed as a "Highly Qualified" Instructional Paraprofessional, as defined by the No Child Left Behind Act of 2001, shall also receive an additional education stipend of \$0.25 per hour over their rate in 1.5 above.

3.2 A Paraprofessional who has successfully completed and received a Bachelor of Arts or Bachelor of Science (B.A./B.S.) degree from an accredited College or University shall receive an additional education stipend of \$0.50 per hour over their rate in 1.5 above.

3.3 These education stipends (3.0 and 3.1) are separate and non cumulative and shall be paid in a manner consistent with the following:

Documentation received on or before August 18, 2001 shall be applied to the first workday in July, 2001;

Documentation for 3.0 and 3.1 received on or before September 15 shall be applied to the first work day in October of that same year;

Documentation received on or before January 18 shall be applied to the first work day in February of that same year.

### **ARTICLE 13 DURATION**

This Agreement shall become effective July 1, 2015 and shall continue in full force and effect until June 30, 2017. Thereafter, it shall automatically renew itself in one year terms unless either party shall notify the other, in writing, of intention to negotiate a successor Agreement by October 1 of the year preceding termination. Following such notification, the parties shall meet and shall continue to make themselves available at convenient times and places for the purpose of negotiating a successor Agreement.

(Class B (Level II) includes the current titles of Paraprofessional, Instructional Paraprofessional, SPED Paraprofessional, Kindergarten Paraprofessional, Library, Paraprofessional, and Paraprofessional).

(Class C (Level III) includes the current titles of Study Hall Monitor, Computer Technician, Health Paraprofessional, Library Paraprofessional, Job Coach, and SPED paraprofessionals for the High School only).



## **ARTICLE 14 NO STRIKE**

1.1 No Paraprofessional covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services from the District, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established. Neither the Union nor any of its officers, agents or Paraprofessionals will call, institute, authorize, participate in, or sanction any such strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, including upon termination of this Agreement.

1.2 Should any Paraprofessional or any group of Paraprofessionals covered by this Agreement engage in any job action described in paragraph 1.0 of this Article, the Union shall forthwith disavow such activity and refuse to recognize any picket line established in connection therewith, and shall, at the request of the District, take all reasonable means to induce such Paraprofessional or group of Paraprofessionals to terminate any such job action.

Violation of paragraph 1.0 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be just cause for disciplinary action against such Paraprofessional and such other action as the District shall deem appropriate.

1.2 If there is any violation of this Article by the Union or Paraprofessional, the District may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file independently an action in the appropriate Court to enforce this Article.

## **ARTICLE 15 PENSION CREDITS & INSURANCE**

1.0 All Paraprofessionals covered by this Agreement who work more than twenty (20) hours per week shall be a member of the Worcester Regional Retirement System.

2.0 Health, dental, disability (long-term) and vision insurance shall be provided by the District in conformance with the PEC Agreement.

3.0 In case of absence due to an industrial accident, the District agrees to allow the Paraprofessional to make up the difference between regular take home pay and the amount received from workers compensation. The amount of such difference shall be charged against the Paraprofessional's accrued sick leave. If no sick leave is available, the Paraprofessional may not recover any difference in pay.

## **ARTICLE 16 TRAINING REIMBURSEMENT**

1.0 If the District requires additional or special training of any Paraprofessional of the Union, the District will pay the Paraprofessional hourly for all associated costs for such training.

2.0 Paraprofessionals who are trained to perform ELL assessments will be compensated at an hourly rate equal to \$2.00 more than the Paraprofessional's regular hourly rate. The Paraprofessional will be paid at this rate for four (4) hours per assessment. One of these hours will be in addition to the Paraprofessional's normal work hours.

## **ARTICLE 17 BULLETIN BOARDS**

1.0 The District shall provide space for a bulletin board for Union notices at each school. The Union will not post notices of libelous or profane nature and shall be limited to bona fide Union activities. The Union shall not post notices at any school facility location other than the approved bulletin board(s).

## **ARTICLE 18 DUES DEDUCTION AND AGENCY FEE**

1.0 In accordance with the provisions of Chapter 180, Massachusetts General Laws, the District shall certify to the Treasurer of the Wachusett Regional School Committee all payroll deductions for dues to the Teamsters Union Local 170.

2.0 In accordance with General Laws Chapter 150E, Section 12, all Paraprofessionals covered by this Agreement who are not Union Members shall after thirty (30) days of employment or within thirty (30) days of the effective date of this Agreement, whichever is the later, be required as a condition of employment to pay the Union an agency service fee

commensurate with the cost of collective bargaining and contract administration. Such agency service fee shall not exceed the cost of Union dues charged to Paraprofessionals in the unit who are Members of the Union.

## **ARTICLE 19 PARAPROFESSIONALS AS SUBSTITUTES**

1.0 When a substitute teacher cannot be obtained through the normal course of operation and procedure to cover for an absent teacher, Paraprofessionals may be assigned to the role of substitute teacher in the school to which the Paraprofessional is regularly assigned. For the period of said assignment, the Paraprofessional's hourly rate shall be adjusted by an additional \$5.00 per hour or shall be paid the hourly substitute teacher daily rate currently paid by the District, whichever is greater. Prior to the start of each school year, Paraprofessionals shall be given an opportunity to volunteer to be placed on the District's substitute teacher list. If for any reason, a Paraprofessional who volunteers to be placed on the list wishes to be removed from the list, he/she must provide the District with a notice of such desire ten (10) school days prior to the effective date of such removal from the substitute list.

2.0 In emergency situations, the District reserves the right to assign Paraprofessionals to serve as substitute teachers, whether on the substitute list or not, and the Paraprofessionals shall be paid consistent with the terms detailed above. Any Paraprofessional who normally supervises students independently as part of their normal duties, high school monitors, for example, shall be exempt from this provision.

## **ARTICLE 20 SUMMER EMPLOYMENT**

Preference shall be given to those Paraprofessionals who worked in the Summer Program in prior years and have received a favorable annual performance evaluation and have good to excellent attendance. In cases where there is a reduction in positions from prior years and all of the Paraprofessionals were recommended to return, seniority will then be used to determine which Paraprofessionals will return.

The parties further agree to the following provisions:

All Paraprofessionals will complete CPI Training on/or before June 2017. CPI Training is required for all staff hired on/or after September 1, 2015.

The provisions of the Family Medical Leave Act, Small Necessities Leave Act and Parental Leave pursuant to MGL Chapter 149, Section 105d will be abided by.

Insurance mitigation money will be paid to those active employee health insurance subscribers who were paying 10% for their health insurance as of June 30, 2015 and were increased to 20% effective July 1, 2015. Family Contracts will receive \$500 and Individual Contracts will receive \$250. This same payment will be paid in FY17 and then end.

IN WITNESS WHEREOF, we have affixed our signatures this 17<sup>th</sup> day of September 2015.

Wachusett Regional School District

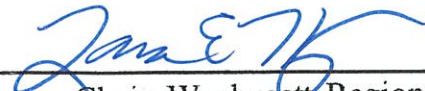
Teamsters Union Local 170



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Darryl McCall  
Superintendent of Schools



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Michael P. Hogan  
Secretary-Treasurer/Principal Treasurer



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Chair, Wachusett Regional School Committee  
Lance Harris