

# **A G R E E M E N T**

**between**

**HALIFAX SCHOOL COMMITTEE**

**and**

**PARAPROFESSIONALS**

**of the**

**HALIFAX SCHOOL DEPARTMENT**

**Effective: July 1, 2014 through June 30, 2017**

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**A. STATEMENT OF PHILOSOPHY**

We, the undersigned parties to this agreement declare that:

1. The prime purpose of the Halifax School Department is to provide education of the highest possible quality for the children of the Town of Halifax.
2. A common understanding in matters of mutual interest and the good morale of all employees are necessary to the best operation of the Halifax Schools.
3. The School Committee of the Town of Halifax (hereinafter referred to as the Committee) has general charge of the public schools in the Town of Halifax and is responsible for establishing all policies governing the operation of the Halifax Schools in accordance with the laws of Massachusetts.
4. The Superintendent of Schools of the Town of Halifax (hereinafter referred to as the Superintendent) is the Executive Officer of the Committee and is responsible for the administration of the schools within the framework of policy established by the Committee.
5. Every person employed in the Halifax School Department has a responsibility to understand and carry out the particular duties of his/her position in a manner consistent with the best operation of the Halifax schools and in accordance with the policies established by the Committee.

**B. EXCLUSION**

Specifically excluded from the provisions of this agreement are:

1. Substitute and/or temporary employees.
2. All employees carrying out duties outside of the regular school program in connection with individual organization and/or rental of school facilities.
3. Employees of summer and other special school programs regardless of origin.

**C. GENERAL PROVISIONS**

1. Paraprofessionals shall work every day that the Principal deems necessary for the best operation of the school system.
2. The general work and time schedule for paraprofessionals shall be determined by the Principal or his/her designee.
3. All paraprofessionals are to be considered part-time employees. Paraprofessionals working less than twenty (20) hours per week are not entitled to any benefits.

4. Salaries shall be paid by check on a bi-weekly basis. Employees shall be advised of the schedule of pay periods and salary due dates.
5. Any new employee commencing service in Halifax shall be placed on Step 1.
6. Employees who perform their duties satisfactorily shall normally advance one step annually on the salary schedule after each full year worked until the maximum salary is reached. Advancement may be withheld for unsatisfactory service as determined by the Superintendent and the Committee.
7. Advancement from any one step to another shall take place at the beginning of the work year.
8. The Committee reserves the right to exceed any salary step or the maximum salary after recommendation by the Superintendent in order to foster special skills or for extra services.
9. Extra time beyond an employee's usual work day shall be worked only with prior approval of the Principal or her/his designee and shall be paid at the rate of the employee's regular hourly rate up to forty (40) hours per week and one and one-half (1 1/2) times the employee's regular hourly rate after forty (40) hours per week.

Extra work shall be voluntary, except in cases of emergency, and as far as is practicable shall be equally and impartially distributed among all personnel in the particular department who ordinarily perform such related work in the course of their regular work day.
10. Paraprofessionals working six (6) or more hours per day shall have a thirty (30) minute on-premises, on-call, paid lunch period.
11. Paraprofessionals will receive two (2) paid professional days per year. The two (2) paid professional days will be voluntary. Paraprofessional Training Points (PTP's) will be awarded in those circumstances where the professional day program qualifies for the award of PTP's.
12. Paraprofessionals will be notified of any change to their classroom assignment for the coming year as soon as practicable and under normal circumstances no later than August 1 of the current academic year.

**D. SALARY SCHEDULE**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>2014-2015</b>	<b>13.46</b>	<b>14.13</b>	<b>14.82</b>	<b>15.66</b>	<b>16.67</b>
<b>2015-2016</b>	<b>13.66</b>	<b>14.34</b>	<b>15.04</b>	<b>15.90</b>	<b>16.92</b>
<b>2016-2017</b>	<b>13.87</b>	<b>14.56</b>	<b>15.27</b>	<b>16.13</b>	<b>17.17</b>

**E. LEAVES**

**1. Personal Business**

Paraprofessionals will be allowed one (1) day leave with pay per work year for the purpose of conducting necessary and important personal business that cannot be conducted outside of the regular workday. Paraprofessionals may also use one (1) sick day per year for personal business. Such leave shall be non-accumulative and shall have prior permission from the Principal or her/his designee.

For the 2012 – 2013 school year paraprofessionals will be permitted to use one (1) additional sick day for personal business. This additional day is for the designated time period only and this benefit does not continue beyond the end of the 2012 – 2013 school year. This day shall have prior permission from the principal or his/her designee.

**2. Emergency Closings**

Paraprofessionals shall be paid a full day's pay (based on their regular workday) for any regularly scheduled workday when school is cancelled by the Superintendent or his/her designee because of inclement weather or other unforeseen circumstances, such paid leave shall be non-accumulative and shall not exceed five (5) days per work year.

**3. Self-Improvement**

Paraprofessionals may be granted one self-improvement day with pay per work year. Such leave shall be non-accumulative and shall have prior permission from the Principal or her/his designee.

**4. Holidays**

Paraprofessionals are to be paid for the following holidays, so long as these holidays fall on a regular work day; i.e., Monday through Friday, and not during a school vacation nor before the school year begins.

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving  
Day after Thanksgiving

Martin Luther King Day  
Good Friday  
Memorial Day

## **5. Sick Leave**

Paraprofessionals will be allowed twelve (12) days of sick leave, with pay, per work year, accumulative to a maximum of forty (40) days, for personal illness or to care for an ill member of his/her immediate family residing in the same household. The Principal or his/her designee will consider a request from a paraprofessional for a sick day to be taken in half-day increments. If the request for a half-day sick day is not approved, the paraprofessional shall have the option of taking a full-day sick day.

### **SICK LEAVE BANK**

Upon the effective date of this agreement, a sick leave bank for use by eligible members of the staff covered by this agreement who have exhausted their own sick leave and who have serious illness shall be established. At the beginning of each school year, staff covered by this agreement who wish to participate in said bank shall contribute one (1) of their annual days of sick leave in order to fund the bank. Sick Leave Bank may be replenished by additional one day contributions when exhausted. Sick Leave Bank may be accumulated to a maximum of 25 days. The Sick Leave Bank shall be administered by a Sick Leave Bank consisting of four members. Two members shall be designated by the School Committee and two members shall be designated by the staff covered by this agreement. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used in administering the bank and in determining eligibility and amount of leave: (1) adequate medical evidence of serious illness; (2) prior utilization of all eligible sick leave; (3) length of service in the Halifax School Department. If the committee is unable to reach a mutual consensus the case shall be presented to the Superintendent for a decision.

## **6. Bereavement Leave**

Any paraprofessional who has a bereavement in his/her immediate family shall be allowed three (3) days up to and including the day of the funeral to complete personal obligations. This time shall not be deducted from sick leave but shall be in addition to any sick leave provisions. For purposes of this section immediate family is defined to be: spouse, parent(s), brother(s), sister(s), child(ren), grandchild(ren), parent(s)-in-law, son/daughter-in-law(s), brother/sister-in-law(s), and grandparent(s). The School Committee may grant bereavement leave beyond this provision in cases where the bereaved party shows unusual and/or exceptional circumstances.

## **F. LONGEVITY**

Employees who have been employed in a capacity covered by this agreement shall be entitled to longevity payments as follows:

5 to 9 years of continuous service	\$250
10 to 14 years of continuous service	\$300
15 to 19 years of continuous service	\$400
20 to 24 years of continuous service	\$600
25 to 29 years of continuous service	\$850
30 or more years of continuous service	\$1,000

## **G. INSURANCE**

### **1. Retirement**

All employees who qualify must participate in the Plymouth County Retirement Program.

### **2. Health, Accident and Life**

All employees who qualify are eligible to participate in the Town's group insurance programs, one-half the cost of these programs to be paid by the Town of Halifax.

### **3. Workers' Compensation**

The Town's Workers' Compensation Policy covers all School Department employees with direct regard to sickness or injury suffered in connection with their employment. The Workers' Compensation Law requires that first notice of such sickness or injury be made to the Industrial Accident Board within forty-eight (48) hours after it occurs. Therefore, every employee must report to the Principal as soon as is practicable any and all accidents or sickness that may be employment connected.

NOTE: Since these three programs are not administered by either the Committee or the Town, any claims or disputes concerning coverage, eligibility, or payment of benefits shall be determined according to the applicable laws, insurance policies and/or contracts and shall not be subject to the grievance procedure hereunder.

## **H. REDUCTION IN FORCE**

1. In the event it becomes necessary for the Superintendent to reduce the number of employees in the bargaining unit because of budgetary limitations, reorganization or other similar reasons, the procedures set

forth in this section will govern the layoff and recall of employees who are affected by any such reduction.

2. The Superintendent shall have the sole discretion in determining which position or positions or which type of types of positions are to be eliminated.
3. In determining which of its employees are to be laid off to accomplish any such reduction in force, the Superintendent will take into consideration the qualifications of employees holding a position in the job classification involved, the quality of their past performance in such position, and their seniority as hereinafter defined. Where, in the opinion of the Superintendent, the qualifications and quality of past performance of employees are substantially equal, employees will be laid off in the order of their seniority in the position involved, those with the least seniority to be laid off first. The standard of review in any arbitration arising out of or with respect to any decision made by the Superintendent under the provisions of this Paragraph 3, other than a grievance arising out of a determination of an employee's seniority, shall be whether the Superintendent was arbitrary or capricious in making his/her decision. The arbitrator shall not substitute his/her judgment for that of the Superintendent in evaluating the qualifications and quality of past performance of such employee.
4. Seniority, except as is otherwise provided herein, shall mean an employee's length of service in years, months and days in the employ of the Committee in this bargaining unit. In cases involving employees who have identical seniority, lots will be drawn by such employees to determine seniority. In determining in any particular job classification which employee shall be reached for reduction in force, the employee's seniority shall mean her/his seniority in a position in such job classification.
5. An employee who is to be laid off shall be given fifteen (15) days written notice of her/his proposed layoff.
6. An employee, who has been laid off or in lieu of being laid off has been reduced to a position with fewer hours in the bargaining unit, shall be entitled to recall rights, in the inverse order of her/his layoff or reduction to a position with fewer hours, as the case may be, to a position for which she/he is qualified for a period of eighteen (18) months, except as is otherwise provided herein, from the effective day of her/his layoff or reduction to a position with fewer hours. An employee, who has not been involuntarily reduced to a position with fewer hours, who has been laid off shall be entitled to recall rights, in the inverse order of her/his layoff to a part-time position for which she/he is qualified, for a period of eighteen



(18) months, except as is otherwise provided herein, from the effective date of her/his layoff.

7. During the recall period, an employee will be notified by certified mail, addressed to her/his last address of record, of the Superintendent's intent to recall her/him. The employee must notify the Superintendent, in writing, of her/his acceptance of an offer of recall within fifteen (15) days from the date of her/his receipt of said certified mail. An employee's failure to so notify the Superintendent of her/his acceptance of any such offer, or her/his failure, after accepting any such offer, to report for duty on the date indicated shall terminate her/his recall rights notwithstanding the fact that the eighteen (18) month period of recall has not expired. An employee who is recalled shall have at least two (2) weeks to report for work.
8. To the extent allowed by law and the insurance carrier's policy, employees may continue, during the period they are eligible for recall, the group health and group life insurance which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer. In the event any such employee fails to make payment of said premium or refuses any offer of recall to a full time position, as the case may be, her/his option to continue such insurance shall terminate. A part-time employee may decline an offer of full time employment without loss of her/his option to continue such insurance.
9. An employee, who is reemployed by the Superintendent within said eighteen (18) month period after the termination of her/his employment under the provisions of this section, shall have restored to her/his all benefits she/he had accumulated at the time of her/his layoff.
10. The provisions of this section shall not apply to the termination of an employee for any reason other than the reasons specified in Paragraph 1 hereof.

## **I. GRIEVANCE PROCEDURE**

The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. All such grievances shall be handled as provided in this Article.

1. The objective of both parties is the prompt resolution of all grievances at the lowest possible organizational level. All grievances shall be promptly considered solely and strictly on their merits.
2. A grievance is a dispute involving the meaning, interpretation, or application of any or all provisions of this Agreement.

3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved party shall permit the aggrieved party to proceed to the next step.
4. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be considered as acceptance of the decision rendered at that step.
5. Procedure

#### Level One

- a. All employees are encouraged to discuss with their immediate superior any questions concerning the provisions and/or application of this Agreement.
- b. If any employee or employees feel they have a grievance, they should bring it to the Principal within ten (10) school days of the occurrence on which the grievance is based.
- c. The Principal will notify the aggrieved employee of her/his decision within five (5) school days of her/his receipt of the grievance.

#### Level Two

- a. If the grievance has not been disposed of to the employee's satisfaction, or if no decision has been reached within the five (5) school days indicated, the grievance shall be referred in writing within the next five (5) school days by the aggrieved employee to the Superintendent.
- b. The Superintendent or his/her designee may meet with the aggrieved employee and/or his/her representative and shall render his/her decision in writing to the employee within ten (10) school days of the Superintendent's receipt of the grievance.

#### Level Three

- a. If the grievance still has not been disposed of to the employee's satisfaction, or if no decision has been reached within the ten (10) school days indicated, the employee may request that the Superintendent submit the matter to the Committee at their next regular meeting. The grievance shall be submitted in writing, shall be signed by the aggrieved employee, and shall specify the provision or provisions of this Agreement alleged to have been violated. At this regular meeting, or at a special meeting, the Committee shall meet with the aggrieved employee and/or his/her representative. The Committee shall notify the aggrieved party of its decision as soon as practicable after this meeting, but no later than ten (10) school days after its next regular meeting.

6. Should the Committee feel that any or all provisions of this Agreement are being violated by any employee or employees, the Committee shall notify such employee(s) of the action in question, the provision or provisions of the Agreement involved, and the action the Committee requires to correct the alleged violation.
7. Settlements of grievances hereunder will be retroactive if the case demands, but in no event shall a settlement be retroactive beyond the date on which the grievance was first presented to the Principal.

**J. TERM**

This Agreement shall be effective July 1, 2014 through June 30, 2017, and shall thereafter automatically renew itself for successive terms of one year, unless by October 1st prior to expiration of the Agreement, either the Committee or the employee shall have given the other written notice of its desire to amend or terminate this Agreement.

**K. MANAGEMENT RIGHTS**

The Halifax School 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 be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance proceeding hereunder.

**L. SEVERABILITY**

If any provision or any application of this Agreement shall be found to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

**M. RATIFICATION**

This Agreement consisting of ten (10) pages plus Addenda A and B and is hereby ratified by the School Committee of the Town of Halifax and the Paraprofessionals of the Halifax School Department.

**HALIFAX SCHOOL COMMITTEE**

**PARAPROFESSIONALS**

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