

# LABOR/MANAGEMENT AGREEMENT

By and Between

FALL RIVER FEDERATION OF

PARAPROFESSIONALS,  
Local 4851 AFT MA, AFL-CIO  
and the

FALL RIVER, MASSACHUSETTS  
SCHOOL COMMITTEE

July 1, 2017 - June 30, 2020

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## **Article I: Definitions**

1. The term Federation as used in this Agreement means the Fall River Federation of Paraprofessionals, successor to the Fall River Paraprofessional(s) Association successor to Fall River Aides Association.
2. The term Committee as used in this Agreement means the Fall River School Committee.
3. The term School as used in this Agreement means any work location or functional division maintained by the School Department.
4. The term Paraprofessional(s) and term Person as used in this Agreement means a person employed by the Committee as defined in Article II, Paragraph 1.
5. The term Federation Representative as used in this Agreement means any duly authorized designee of the Federation.
6. The term Seniority as used in this agreement means a Paraprofessional(s)'s service in years, months and days in the Fall River School System.
7. The term Parties as used in this Agreement refers to the Committee or the Federation as participants in this Agreement.
8. Wherever the singular is used in this Agreement, it is to include the plural.

## **Article II: Recognition and Scope**

1. For the purpose of Collective Bargaining, with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising thereunder, the Committee recognizes the Federation as the exclusive bargaining agent and representative of all Paraprofessional(s) employed and paid directly by the Fall River School Committee, excluding lunch room Paraprofessional(s) and those Paraprofessional(s) employed and paid pursuant to Federal or State educational grants and programs.
2. The Provisions of this Agreement supersede all conflicting policies and directives of the Committee; all terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

3. No addition to, alteration, modification, or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Committee and the Federation.

4. The failure by the Committee or by the Federation in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

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

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

7. It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussion or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.

### **Article III: Negotiation Procedure**

Providing the provision of the law requires the School Committee to negotiate, the following procedure will prevail:

1. Not later than November 15th of the calendar year preceding the calendar year in which this Agreement expires, the Federation will put in writing to the Committee a request to commence negotiations for a successor Agreement in accordance with the procedures set forth herein, in a good faith effort to reach an Agreement concerning Paraprofessional(s) wages, hours, standards of productivity, and other conditions of employment. Any agreement so negotiated will apply to all Paraprofessional(s) as defined in Article II, 1., and will be reduced to writing and signed by both parties.

2. During negotiations the Committee and the Federation will present available and public relevant data, exchange points of view, and make proposals and counterproposals.

3. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

## **Article IV: Grievance Procedure**

### 1. Definitions

A. A grievance shall mean a dispute or controversy involving the meaning, interpretation, or application of the express language of a specific provision of this Contract.

B. The term grievant as used in this Article shall mean either an individual Paraprofessional or a group of Paraprofessional(s) having the same grievance.

C. A grievance affecting a group of Paraprofessional(s) may be filed by the Federation, in writing, with the Superintendent and the grievance initiated at Level II.

D. The Federation has the right to file grievances on behalf of any employee or group of employees and has the right to represent the grievant(s) at all levels of this procedure, subject to the following qualification: A grievant has the right to meet with the employer's representatives and settle grievances without Federation representation, provided that the settlement is not inconsistent with the terms of this Agreement and provided that the Federation has the opportunity to be present and to state its views.

E. Days, for the purpose of this Article, shall be days when the Central Administration Building is open.

### 2. Procedure

#### **Level One**

A. If a Paraprofessional(s) does not file a grievance with the Chairperson of the Grievance Committee and the written grievance is not forwarded to the Superintendent and/or his/her designee within twenty (20) days after the Paraprofessional(s) knew or should have known of the occurrence of the act or condition on which the grievance is based, then the grievance will be considered as waived.

B. The Paraprofessional and the principal or immediate supervisor for non-school paraprofessionals above teacher shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the Paraprofessional may be represented by the appropriate Federation representative, but where the employee is represented, he/ she must be present. Whenever a grievance is presented to the principal or immediate supervisor above the teacher by the Paraprofessional personally, such supervisor shall give the Federation representatives the opportunity to be present and state the views of the Federation.

C. The principal or immediate supervisor for non-school paraprofessionals above teacher shall communicate the decision, in

writing, to the Federation representative who participated within five (5) days after receiving the complaint.

### **Level Two**

A. If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a grievance with the Chairperson of the Federation's Grievance Committee within five (5) days after receipt of the decision at Level One. Within five (5) days after receiving the written grievance, the Grievance Committee will refer it to the Superintendent of Schools, or his/her designee, in writing.

B. The Superintendent of Schools, or his/her designee, shall meet and confer with the grievant in an effort to arrive at a mutually satisfactory resolution of the complaint within ten (10) days of receipt of the grievance.

C. The Federation will represent the grievant at this Level and will be present to state its views. The Paraprofessional(s) will be present.

D. The Superintendent, or his/her designee, shall communicate his/her decision in writing, together with his/her supporting reasons to the Federation representative who participated within ten (10) days after the meeting.

### **Level Three**

A. If the Federation is not satisfied with the disposition of the grievance at Level Two, it may appeal the decision to a subcommittee of the School Committee within ten (10) days after the decision of the Superintendent, or his/her designee, has been delivered.

B. A subcommittee of the School Committee shall meet with the grievant and the Federation representative with a view to attaining a mutual resolution of the complaint within fifteen (15) days after receipt of appeal of the decision of the Superintendent or his/her designee.

C. The Federation will represent the grievant at this level and will be present to state its views.

D. The School Committee shall communicate its decision in writing, together with the supporting reasons, to the grievant and any Federation representatives who participated at this Level within twenty (20) days after receiving the appeal.

### **Level Four**

A. A grievant's dispute which was not resolved at Level Three may be submitted by the Federation to Arbitration. The proceedings may be initiated by giving notice to the School Committee within ten (10)

days after receipt of the decision of the School Committee at Level Three. The parties may mutually agree to either:

1. a three person board of which one person is chosen by the Federation, one person is chosen by the School Committee, and the third person is chosen by the first two.

2. the Massachusetts Board of Conciliation and Arbitration.

3. the American Arbitration Association.

In the event that an agreement cannot be reached, the grievance will be submitted to the American Arbitration Association. The rules of the arbitrating agency shall apply at the proceedings.

B. The decision of the Arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute, and both will abide by it. The Arbitrator's fee will be shared equally by the parties to the dispute.

C. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion. The authority of the Arbitrator shall be limited to the terms and provisions of this Agreement and the question or questions which are submitted. The Arbitrator shall have only the power to interpret what the parties of this Agreement intended by the specific clause in the Agreement which is at issue. The Arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The Arbitrator shall have no authority to neither establish wages or other compensation nor to alter, modify or change in any way the terms and provisions of this Agreement.

### 3. Time Limits

A. The time limits of this Article may be extended by mutual consent by the Federation President and the School Committee or its designee.

B. Failure at any level of the Grievance Procedure to meet the specified time limits shall be considered acceptance by the grievant of the decision rendered.

C. Failure at any level of the Grievance Procedure to communicate a decision within the specific time limits shall give the Federation the right to proceed to the next level of the Grievance Procedure.

4. Grievances pertaining to actions of the Superintendent or of the School Committee may be initiated at Level Two or Three as the case may be.

5. No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party at interest, any school

representative, any member of the Grievance Committee, or any other participant in the Grievance Procedure by reason of such participation.

6. All documents, communications, and records dealing with the processing of the grievance will be filed separately from the personnel file of the participants.

7. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Federation and given appropriate distribution so as to facilitate operation of the Grievance Procedure. These forms may, from time to time, be modified by mutual consent.

#### **Article V: Fair Practice**

The Committee and the Federation agree that there will be no discrimination in the training, assignment, promotion, transfer, or discipline of members of the bargaining unit because of race, creed, color, religion, national origin, Paraprofessional(s)' political activities, sex, marital status, sexual orientation, age, handicap, Military Service, or participation in any Federation activities.

#### **Article VI: Working Conditions**

##### 1. Notices and Announcements

All bulletins, circulars, or directories pertaining to Paraprofessional(s) shall be posted on the bulletin board designated by the Building Principal, in a space thereon reserved for the Fall River Paraprofessional(s) Federation. Administration will post summer positions not being filled by the person who normally handles those responsibilities during the year. Such notices shall also be sent to the President of the Federation.

##### 2. Facilities

A. Every Paraprofessional(s) will have the use of any furnished lounges and workrooms commonly used by teachers.

B. Wherever the School Committee deems existing space to be available, an area will be provided in each school where Paraprofessional(s) may safely store personal belongings.

C. Wherever the School Committee deems existing space to be available, a work station for preparation of materials and performance of duties will be available to Paraprofessional(s).

D. Work Site Temperature



Classroom paraprofessionals shall follow the guidelines established under Massachusetts General Laws for children. Office paraprofessionals- If the temperature at a clerical worksite falls below 60' Fahrenheit for one (1) hour or more, the administration will arrange for the employee(s) working in that area to temporarily perform clerical work in another location. If it is not possible to arrange for another suitable location, the employee(s) will be allowed to leave work with no loss of pay or paid time off.

### **3. Hours**

A.1. Special Education Paraprofessional(s) who work in substantially separate self-contained classrooms and work primarily with 502.4 prototype students, as determined by the Assistant Superintendent of Special Needs, may be required to eat lunch with the children. In those cases only, lunch will be considered part of the six-hour workday. These Paraprofessional(s) shall continue to receive their fifteen (15) minute morning duty-free period. Within the time of 7:15 a.m. to 3:00 p.m., the workday will be six and one half (6.5) continuous hours.

A.2. For all other Paraprofessional(s), the workday will consist of six and one half (6.5) continuous hours within the time frame of 7:15 a.m. to 3:00 p.m. Within the workday, the Paraprofessional(s) will receive one 15- minute period at the discretion of the building administrator.

Within the Paraprofessional(s) workday, each Paraprofessional(s) will have a duty-free, paid lunch period equal to the lunch period of the students and teachers at that Paraprofessional(s) school.

A.3. Paraprofessional(s) shall be paid for a six and one half (6.5) hour workday unless they are required to work beyond the workday set forth in A.1. and A.2.

### **B. Overtime**

The School Committee has a right to schedule overtime work as required in a manner most advantageous to the education of the children of the Fall River Public Schools. Therefore, the following provisions will apply:

1. Overtime will be assigned according to skills needed.
2. Paraprofessional(s) will be paid time-and-a-half for work performed beyond the regular workday.
3. A Paraprofessional(s) will be given twenty-four (24) hour notice of overtime assignment and will not be expected to work more than two (2) hours overtime in any one day.

4. Any Paraprofessional(s) who performs work beyond the regular workday may, in lieu of the provisions of B.2. above, take compensatory time at the rate of time-and-one-half. If the Paraprofessional(s) opts for compensatory time, the Administration shall have the right to schedule such time within thirty (30) days. This only applies to overtime.

5. Compensatory time may only be scheduled at the beginning of the school day or at the end of the school day at the choice of the paraprofessional and with the approval of the principal.

6. Overtime will be voluntary.

#### **4. Length of Year**

A. The work year for Paraprofessional(s) will be the same as the teacher work year. (Including school days and professional development days that are required for all teachers.)

B. No Paraprofessional(s) will be expected to work on days other than those of the teacher work year.

C. Those Paraprofessional(s) who agree to work an extended work year will be paid at their regular rate of pay.

#### **5. Work Load**

A. Paraprofessional(s) may be required to perform the following duties:

1. Supervise cafeterias, playgrounds, hallways, busses, and yard duties. In these instances there will be an administrator or teacher in charge who will be available to handle serious disciplinary issues.

2. Assist with lesson implementation.

3. Assist with student engagement.

4. Contribute to classroom routines and procedures.

5. Implement school-wide rituals and routines.

6. Attend to the health and safety needs of students.

7. Manage the use and care of supplies and equipment.

8. Monitor students in unstructured settings (i.e. Lunch, recess, bus duty, field trips).

9. No paraprofessional will be required to cover more than 2 consecutive outside lunch duties.

- B. Effective July 1, 2016, Paraprofessional(s) used as substitute teachers at the elementary and middle, and high school level will be compensated at a rate of \$5.00 *per period*, over and above their regular rate of pay.
- C. Special Education Paraprofessional(s) will assist teachers in Special Education classes in any way that will provide for a more educationally sound classroom.
- D. Paraprofessional(s) will not dispense any medication.
- E. No Paraprofessional(s) will be required to perform administrative duties.
- F. No Paraprofessional(s) who substitutes for a teacher shall be expected to work alone in a class that normally has two teachers.
- G. Paraprofessional(s) hired to perform the functions of a CNA must possess a CNA license. In such instance, other requirements will be waived.

## 6. Seniority

Length of service for any Paraprofessional(s) as of the effective date of this Agreement shall commence with said employee's first day of active service as a Paraprofessional(s) in the Fall River System. Leaves of absence shall not be considered as breaks in said consecutive-service. By the end of October, a list specifying the order of seniority of each employee shall be prepared by the Committee. The order of appointment of the School Committee minutes of the meeting at which said Paraprofessional(s) were appointed shall determine the seniority. Should the Federation disagree with the order of seniority as set forth on the Committee list, the Federation will have thirty (30) days in which to make said objections known. After six (6) months of employment, a paraprofessional shall be eligible to become a member of the Federation with all of its benefits.

7. In the event that a member of the Unit is suspended, demoted, or dismissed, he/she will be informed in writing of the reason. No Paraprofessional(s) will be suspended or dismissed without just cause.

## 8. Reduction in Force:

In the event that the School Committee determines to reduce the number of Paraprofessional(s) in the bargaining unit, it shall notify the Federation at least thirty (30) days in advance of the need for reductions. The parties shall then meet to determine ways to avoid any reductions in force. When reductions remain necessary, voluntary reductions, subject to the superintendent's approval, shall occur prior to forced reductions. If the need to reduce the workforce still remains, the following procedures shall apply:

A. In determining which Paraprofessional(s) shall be laid off, the following criteria shall be considered: seniority in the Fall River Public Schools, relevant demonstrated need of the Fall River Public Schools, and quality of performance.

B. Quality of performance shall be determined by evaluations of observed performance.

C. Seniority shall be defined as the length of continuous service in the Fall River Public Schools.

D. Leaves of Absence approved by the School Committee shall not be deemed to interrupt continuous service. Such leaves will not be counted toward seniority.

E. Whenever possible, notification to Paraprofessional(s) affected by a reduction in force will be made prior to the close of the school year. In the event of a decision to reduce force during the school year, those Paraprofessional(s) being dismissed will be given a minimum of thirty (30) days' written notice.

F. Paraprofessional(s) dismissed due to reduction in force will be placed on a recall list for the balance of the school year in which the layoff occurs, plus one complete school year. Paraprofessional(s) on a recall list will be re-employed as vacancies occur. The test for re-employment will be seniority in the Fall River Public Schools, relevant demonstrated need of the Fall River Public Schools, and quality of performance. Paraprofessional(s) on recall lists shall have priority in filling vacancies. No new personnel shall be hired until all appropriate Paraprofessional(s) on the recall list have been offered the vacancy.

G. Upon return to employment from the recall list, all benefits to which the Paraprofessional(s) was entitled at the time of dismissal, including unused accumulated sick leave, shall be restored.

H. During said recall period, employees laid off under this paragraph shall be given priority on the substitute list.

I. In the event that the Committee determines to re-establish the eliminated positions, the employees who have been placed on layoff status and who are in recall status shall be notified by certified mail that such a position is available; the employees so notified shall, within thirty (30) days from the date of the receipt of the letter, respond in writing by certified mail of their intention to return or not to return to the school system.

J. The Superintendent shall assign the most senior employee among those notified in paragraph "I." to the available position.

9. The required notice of termination of employment is thirty (30) days from receipt of written notice by the Superintendent of Schools.

10. Assignment. Each Paraprofessional(s) will be notified in writing of his/her assignment for the following year within one (1) week after the assignment is made.

#### 11. Transfer or Re-assignment

A. Paraprofessional(s) who desire a change in grade and/or subject area, or who desire to transfer to another building for the next school year, shall file a written statement of such desire with the Superintendent of Schools.

B. No involuntary transfers of employed Paraprofessional(s) and no assignment of new Paraprofessional(s) will be made until all transfer requests have been -considered.

C. Whenever a reduction in the number of Paraprofessional(s) in a department or school *is* necessary, Paraprofessional{s} in that department or school will be considered first for transfer.

D. A Paraprofessional(s) being involuntarily transferred or reassigned will be given a reason, upon request.

E. In the event that two (2) or more Paraprofessional(s) with equal qualifications apply for a voluntary transfer or assignment, seniority in the Fall River Public Schools will be the determining factor.

F. If one or more paraprofessional does not have a satisfactory evaluation, the principal/supervisor is not required to select that/those paraprofessional(s).

#### 12. Vacancies/New Positions

A. When vacancies occur and new positions are required, notice of said vacancies and new positions shall be posted, at least ten (10) days prior to the Superintendent's action, and will be displayed on the FRPS website. Written notice of such vacancies and new positions will be given to the Federation president at the same time.

B. Qualifications, requirements, duties, salaries and other pertinent information shall be included in the notice and will not be changed prior to an appointment to a vacancy or new position unless the President of the Federation has been notified in advance of such changes.

C. Paraprofessional(s) who desire to fill any Paraprofessional(s) vacancy may apply, in writing, to the Superintendent.

D. Qualified Paraprofessional(s) in the Fall River School System, covered by this Agreement, will be given preference over outside

applicants.

E. In the event that two or more applicants have equal qualifications; seniority, as defined in Article I, Section 6, shall be the determining factor; however, if one or more of the paraprofessionals does not have a satisfactory evaluation, the principal/supervisor is not required to select that paraprofessional (those paraprofessionals).

F. A list of all vacancies for the start of the school year shall be posted by June 15th of the prior year.

G. Substitute Paraprofessional(s), who have been employed for one complete school year, shall be appointed at the first step of the Paraprofessional(s) salary scale the following September if they are to continue employment.

### 13. Files

A. No material derogatory to the Paraprofessional(s) conduct, service, character, or personality will be placed in his/her personnel file unless the employee is sent a dated copy at the same time. Materials which are in error shall be removed from a Paraprofessional(s) personnel file.

B. Paraprofessional(s) shall have the right to review and copy their records, upon making a written request, and to submit rebuttals to information contained in their records which become part of those records.

C. Official grievances, filed by a Paraprofessional(s) under the Grievance Procedure as outlined in this Agreement, shall not be placed in the personnel file of the Paraprofessional(s), nor shall such grievance become part of any file or record which is utilized in the promotion process, nor shall it be used in the recommendation for job placement.

### 14. Health Plan

During the life of the agreement, there shall be no changes in the existing health plan "Blue Cross/ Blue Shield Blue Care Elect" plan. However City reserves the right to offer a second health plan the lower rate, and further reserves the sole right to make any changes in the level of benefits for said second plan. The choice between health plans will be at the individual employee's option, except that bargaining unit members waive any right or entitlement to participate in the so-called "Blue Cross/Blue Shield Master Health Plus" insurance plan.

## 15. Assistance in Cases of Assault

A. Principals shall report all cases of assault brought to their attention, suffered by Paraprofessional(s) in connection with their employment, to the Superintendent of Schools.

B. The report will be forwarded to the Committee, which will comply with any reasonable request from the Paraprofessional(s) for information in its possession relating to the incident or portions involved and will act in appropriate ways as a liaison between the Paraprofessional(s), the police, and the courts.

C. The School Committee shall provide indemnification consistent with the terms of Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

D. Damage or loss of Property.

The Committee shall reimburse a Paraprofessional(s) for any clothing or other personal property damaged, destroyed, or stolen in the course of his/her employment. All such claims must be supported by proof of purchase; i.e., sales slip, receipt, etc.

E. In criminal or civil proceedings brought against an Paraprofessional(s) alleging that he/she committed an assault in connection with his/her employment, the Committee will, upon request of the Paraprofessional(s), furnish legal counsel to defend him/her in such proceedings. Such request must be made in writing to the Superintendent of Schools or the Paraprofessional(s) Superintendent. Within 48 hours of receipt of such request, the Superintendent of Schools or his/her designee shall notify the Paraprofessional(s) of the means of which legal counsel will be furnished.

## 16. Labor/Management Committee

A. Labor/management meetings shall be arranged during the year, if required, by either party. These meetings shall not replace the grievance/arbitration procedures or the process of collective bargaining.

B. Either party may initiate the meeting and the agenda Items will be mutually agreed to. Union representation shall consist of the Federation President and others she/he deems appropriate, if any, and the management member shall consist of the Superintendent or his/her designee.

## 17. Staff Development

A. Professional Development Day, Paraprofessional {s) with a "four-year" college degree will receive PDPs that will be filed in their personnel folder. All other paraprofessionals will receive a "Certificate of Completion" that will be filed in their personnel folder.

B. Paraprofessional(s) can request to attend teacher workshops, if there are participant vacancies available.

C. Any paraprofessional who is assigned to attend workshops outside his or her regular workday shall be compensated at the overtime rate pursuant to paragraph VI.3.B.

#### 18. In-service Training Days

A. Two (2) training sessions per year for newly hired SPED Paraprofessional(s) to provide behavior modification and restraint training.

B. All other appointed Paraprofessional(s) can also attend these training sessions by requesting to do so, in advance, to the principal but are not required to attend.

C. Training sessions will take place on regular scheduled Release Time Days.

D. All newly hired Paraprofessional(s) shall be trained within the first month of school in the following areas:

1. Universal precautions procedures
2. appropriate responses to discipline problems

19. While working, each paraprofessional will wear attire that is appropriate for the nature of her/his position and the area in which she/he is assigned.

#### **Article VII: Leaves of Absence**

1. Paraprofessional(s) will be entitled to the following temporary leaves of absence with pay each year:

A. Sick Days (14 days per year): Sick Days will be accrued at the rate of 1 and 4/10 (1.4) X days per month of employment from August to June with unlimited accumulation.

If a person starts employment after 1/2 month is passed, they do not receive sick leave credit for that month. The School Committee reserves the right to require a medical examination or certificate from a physician.

In addition to personal illness or injury, sick leave may be used for the following purpose: up to five (5) days for illness in the immediate family. The immediate family is considered as parents, child, spouse, or other person actually domiciled with the Paraprofessional(s).



B. The time necessary to appear on legal proceedings in connection with the Paraprofessional(s)'s employment.

C. Up to five (5) days for each death in the immediate family as defined in Section A., and in addition, for mother/father-in-law, siblings, grandparents and grandchildren.

D. One (1) day to attend graduation exercises, scheduled on a school day, in which the Paraprofessional(s) will receive a degree.

E. Two (2) days personal leave annually. These days must be documented and will be at the discretion of the Superintendent or the Superintendent's designee. One of the two personal days may be carried over to the following year with an unlimited accumulation.

F. If school is closed for any reason and the faculty and students are released, Paraprofessional(s) will be released. Paraprofessional(s) who have worked more than one-half (1/2) day at a time of dismissal will be paid for the whole day. Paraprofessional(s) working less than one-half (1/2) day will be paid for the hours worked.

G. Two (2) release time days per year for Fall River Paraprofessional(s) Federation programmed meetings. Attendance at these meetings is mandatory, and they shall be determined to coincide with release time days for teachers in the Fall River Public Schools.

H. Sick Days and Personal Days (personal leave days Section E) may be taken in half day increments.

2. The Committee and Union agree that the Fall River School Department is committed to optimizing staff attendance and eliminating the inappropriate use of sick leave. Each employee has a responsibility for limiting her or his use personal sick leave to legitimate purposes as identified in this contract. It is also agreed that Fall River School Department Administrators have a right and responsibility to monitor *sick* leave and verify that sick leave is restricted to legitimate use. Fall River School Department Administrators shall take fair and appropriate corrective action whenever there is a misuse of sick leave. The Superintendent or Superintendent's designee may require an employee who is on sick leave for five (5) or more consecutive work days to provide a written statement from a qualified physician that documents that the employee was not able to work.

The Superintendent or Superintendent's designee may require who has been absent for 12 or more days in a given work year or who has a pattern of sick leave misuse, to provide a written statement from a qualified physician that documents that the employee was not able to work. This statement is applicable to each instance of sick leave not each consecutive day.

The sick leave provisions within this contract will not conflict with the Family Medical Leave Act.

## **Article VIII: Extended Leaves of Absence**

### 1. Parental Leave

A. An employee who has completed the initial probationary period set by the terms of their employment, or if there is no such probationary period has been employed by the Fall River School Committee for at least three (3) consecutive months as a full-time employee, and who is absent from such employment for a period not exceeding twelve (12) weeks for the purpose of giving birth, said period to be hereinafter called "Parental Leave", and who shall give at least two (2) weeks' notice to her employer of the anticipated date of departure and intention to return, shall be restored to her previous or a similar position with the same status, pay, length of service credit, and seniority wherever applicable, as of the date of leave.

The Committee shall comply with the Family Medical Leave Act for all bargaining unit members who qualify under the terms of the Act.

The School Committee shall not be required to restore an employee on parental leave to her previous or similar position if other employees of equal length of service credit and status, in the same or similar position, have been laid off due to economic conditions or other changes in operating conditions effecting employment during the period of such parental leave provided; however, that such employee on parental leave shall retain any preferential consideration for any other position to which she may be entitled as of the date of her leave. Such parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancements 1 seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided further that the School Committee need not provide for the cost of any benefits, plans, or programs during the period of parental leave unless the School Committee so provides for all employees on leaves of absence.

Paraprofessional(s) may be granted an unpaid leave at the discretion of the Superintendent for the following reasons: prolonged illness, professional improvement, to serve in public office, or for any other activity which would benefit the Fall River Public Schools. Leaves of absence will be for a maximum of two (2) years. No personal leave of absence shall exceed a maximum of two (2) consecutive years. An employee wishing to take a personal leave of absence must submit a written request to the Superintendent or their designee.

3. All benefits to which a Paraprofessional(s) was entitled at the time his/her leave commenced, including unused, accumulated sick leave shall be restored to him/her upon his/her return.

4. Leaves of absence may be extended upon written application to the Superintendent.

5. All requests for leave under this Article shall be made to the Superintendent of Schools or his/her designee who has the responsibility for approving or denying such leaves,

#### **Article IX: Fringe Benefits**

1.

A. For each school year during the term of this contract, the School Committee agrees to deduct a general payroll deduction from each Paraprofessional(s) from whom it receives written authorization to do so. The monies will be forwarded to the F.R.F.P., through the general payroll deduction slot for disbursement by the F.R.F.P. Authorization forms will be provided by the F.R.F.P.

B. Paraprofessional(s) may submit new authorizations or make changes in authorizations each school year prior to October 15th or during the month of January.

C. The payroll lists will be made available to a representative of the Federation for one (1) week in October and one (1) week in February. These weeks will be after the first payroll in October and February.

D. Payroll deductions for F.R.F.P. dues will be in twenty (20) equal monthly installments, beginning with the first paycheck in September, subject to prior written authorization. The monies will be forwarded to the duly appointed Treasurer of the F.R.F.P.

2. Paraprofessional(s) will receive full pay for the following holidays:

Columbus Day  
Veterans' Day  
Thanksgiving (2 days)  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Memorial Day  
Good Friday  
Christmas Eve Day  
Labor Day  
President's Day  
Patriots' Day

If a Paraprofessional is absent before or after a holiday, and the absence is documented and approved, a Paraprofessional will receive payment for said day.

3. The Superintendent will grant Jewish Holy Days without loss of pay to individuals of the Jewish faith or members of their immediate

family who request to observe said holy day. These days will be limited to Rosh Hashanah and Yom Kippur.

4. Blue Cross Blue Shield Co-payments for prescription medication will follow the plan as negotiated through the city of Fall River I. A. C.

#### **Article X: Compensation**

1. The salaries of the members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement.

2. Paraprofessional(s) shall be placed on the Step appropriate for his/her creditable years of experience as determined by the initial date of employment.

3. Paraprofessional (s) will be paid bi-weekly. Longevity payments will be issued in separate checks.

4. Paraprofessional(s) coming into the school system during the year will move to the next step of the salary schedule the following school year, provided their initial employment started on or before December 31st.

5. Paraprofessional(s) will not usually be required to use private automobiles for school business. In cases where Paraprofessional(s) are assigned to more than one (1) school in any one (1) school day, they will receive the City of Fall River standard per mile rate for all interschool driving done by them. Paraprofessional(s) will log their mileage and be paid monthly.

6.  
Effective June 30, 2010, Special Education paraprofessional(s) who work in substantially separate self-contained classrooms which primarily consist of profound developmentally impaired, severely physically handicapped, severely multi handicapped, severely intellectually disabled and severely emotionally disturbed students, will receive a differential of \$400 per year. The differential will be made in two payments, one as the first check in January and the other in the first check in June. Payments will be prorated based upon 40 dollars per month of service with these types of classes. Any paraprofessional with a Federation officer present can question whether she/he is entitled to the extra amount.

7.  
A. Paraprofessional(s) will receive longevity payments as set forth in Appendix A, which is attached to and made a part of this Agreement.

B. Longevity will be based upon the total length of service in the Fall River Public Schools or in Title 1, ESEA, or in Title VII ESEA or Follow Through programs in Fall River.

#### 8. Sick Leave Buy Back

Any Paraprofessional(s) in the Fall River School System with a minimum of twelve (12) years of service will get thirty (\$30) for each day of accumulated unused sick days up to 181 days upon resignation, retirement, or death. In addition, Paraprofessional(s) will be compensated at thirty (\$30) dollars a day for twenty-five (25%) percent of all days accumulated over 181 days.

In order for a Paraprofessional (s) to be entitled to the "buy back," a Paraprofessional(s) must notify the Administration of his/her intent to retire or resign at least six (6) months before his/her retirement/resignation date. In the event that the City institutes an early retirement program, the School Committee will waive the above notice requirement for those Paraprofessional(s) participating in said program. Money will be payable by August 31st of the year that they retire.

#### 9. Perfect Attendance

Effective July 1, 2016, Paraprofessional(s) who have perfect sick leave attendance during a school year shall receive \$350 following the last day of school of that school year. Paraprofessional(s) who have one sick day shall receive \$200 within thirty (30) days of the last day of school of that school year. Paraprofessional(s) who have 2-3 sick days shall receive \$150 within thirty (30) days of the last day of school of that school year. Personal days, school business days, and bereavement days will not affect the perfect attendance policy. Paraprofessionals who begin employment after the start of the work year but otherwise have perfect attendance receive the \$200 prorated to the number of days employed compared to the number of workdays that year.

#### 10. Stipends for College Credit

Paraprofessional(s) with thirty (30) **college credits** or more will receive a \$500 stipend.

Paraprofessionals with sixty (60) or more college credits and who provide appropriate documentation, will receive a \$900 per year stipend.

*All college courses taken after January 1, 2002, have to be related to education.*

Paraprofessionals will receive these stipends within 30 days following the last day of school in that school year.

### **Article XI: General**

1. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the Grievance Procedure.

2. Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.

3. The Committee shall make available to the Federation, upon its request, any non-confidential information in its possession which would assist the Federation in developing accurate and informed programs on behalf of its members or to process grievances under this Agreement. The Federation agrees not to abuse this right, and the School Committee agrees not to unreasonably withhold information.

4. The Federation will have the right to use school buildings at reasonable times for meetings. The Principal of the building involved will be notified in advance of the time and date and shall designate a suitable place if one is available. The meeting will be during non-school hours, and any additional expense to the School Committee will be borne by the Federation.

5.

A. The Federation will also be granted, without the loss of pay, time off for the purpose of conducting the affairs of the Federation. The time will not exceed 10 days can be taken and 1/2 day increments. Maximum of two people at a time they use those days.

B. The president of the Union shall be granted one day off per month without pay from the School Department to perform Union duties.

6. The Committee agrees to pay one-half (1/2) of the cost of printing copies of this Agreement in booklet form, and to distribute copies of this Agreement to each member presently employed by the Committee, and to each new Paraprofessional(s) hired during the duration of this Agreement. The names of all appointed Paraprofessional(s) will be listed in the School Directory.

7.

A. A copy of the policy, rules, and regulations of the Fall River School Committee will be provided to the Federation.

B. Copies of the Agenda of School Committee meetings will be available to the Federation President at the same time they are sent to the Committee members.

C. Copies of the School Committee minutes of open meetings will be made available to the Federation President after approval by the School Committee.

8. Whenever members of the bargaining unit are required to participate during working hours in negotiations respecting the Collective Bargaining Agreement or its endorsement, they shall suffer no loss of pay. Meetings will normally be held during non-school hours.

9. The parties recognize the need for effective communications between all levels of the school system. Pursuant to this recognition, it is agreed:

A. A minimum of two (2) meetings during the school year may be held between the Committee and the Federation for the purpose of discussing matters of mutual concern. Both parties may submit items for the Agenda.

B. The Superintendent or his/her designated representative will meet with the representative of the Federation once each term at the request of either party. Additional meetings may be held by mutual consent.

10. No reprisal of any kind will be taken against any Paraprofessional(s) for his/her membership in the Federation or participation in its activities.

11. Paraprofessional(s) who reside outside of the City of Fall River may be allowed to enroll their children in the Fall River Public Schools on a tuition-free basis subject; however, to the right of the Superintendent or the Superintendent's designee to assign such children to specific schools as he/she sees fit or deems necessary.

12. During Orientation Sessions, the Federation will be afforded thirty (30) minutes of meeting time with unit members. Non unit members will not be present during that time.

13. The names and mailing addresses of all unit members shall be provided to the Federation semi-annually. The list shall include classifications and site location. As new unit members are employed, separated, transferred or have name and address changes, the names, mailing addresses, classifications and site locations shall be provided to the Federation within 21 days.

#### **Article XII: Agency Fee and Payroll Deduction**

1. The School Committee shall require, as a condition of employment during the life of this Agreement, that all Paraprofessional (s) covered by this contract who are not paying dues to the Federation shall pay an Agency Fee to the Federation pursuant to Provisions of Section 12 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, as amended by Chapter 903 of the Acts of 1977. Prior to October 1st the Treasurer of the Federation will submit a letter to the City Treasurer and the Superintendent certifying that the required service fee is equal to the amount specified under Chapter 903 of the Acts of 1977 (which section amends Section 12 of Chapter 150E of the Massachusetts General Laws). The existing letter regarding "grandfathering" will remain in effect.

2. At the request, in writing, of any Paraprofessional(s), a direct payroll deduction will be made for deposit at the Fall River Municipal Credit Union in an amount specified by the said Paraprofessional(s).

### **Article XIII: Duration**

This Agreement and each of its provisions shall be effective as of July 1, 2017 and shall be in full force and effect through June 30, 2020.

### **Article XIV: Summer Programs**

1. A. Summer Programs shall mean a program separate from the regular school year which is funded by state or federal funds. This article shall not apply to Paraprofessional(s) working an extended school year.

B. Each Paraprofessional(s) desiring a position in the summer program shall use the online application system to submit their position desired for consideration.

C. All Fall River Paraprofessional(s) who apply will be considered before outside applicants are accepted.

D. Vacancies in the summer program or programs will be posted in the staff bulletins and sent to the Federation President whenever possible, no later than April 15th of each school year.

E. Each paraprofessional working in the summer program shall be paid at their regular rate of pay.

### **Article XV: Management Rights**

1. The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts as elected representatives of the citizens of Fall River. The Federation recognizes that the Committee has final authority for the determination and administration of educational policy; the direction, employment, and reemployment of staff members; the operation and management of the Fall River Public Schools. Nothing in this Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the Committee by the statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. As to every matter not expressly covered by this Agreement and except as expressly or directly modified by the specific provisions of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may be hereafter granted by law.

2. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is understood that all such duties shall be performed by the employee.



3. The School Committee reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the School Committee, or where such continuation of work shall be wasteful or unproductive.

**Article XVI: Vacation**

Each appointed Paraprofessional(s) employed at the beginning of the school year shall be entitled to four (4) days paid vacation during the week of Christmas, four (4) days paid vacation during the week of February vacation, and four (4) days paid vacation during the week of April vacation of that school year. Said days shall be subsequent and in addition to the Christmas Day, President's day, and Patriots' Day paid holidays so that Paraprofessional(s) will receive a full week's pay, at regular rates, for the Christmas week, February vacation, and April vacation weeks. Further, Paraprofessional(s) must be employed by the Fall River School Committee at the time of the vacation to qualify for payment. Vacation time shall be non-cumulative. Commencing with the 1993-1994 school year, members will receive one (1) additional paid vacation day in addition to the above which will be compensated at the end of the year. Commencing with the 1995-1996 school year, members will receive a further one (1) additional paid vacation day which will be compensated at the end of that year.

**Article XVII: Performance Evaluation**

## **Article XVII: Performance Evaluation**

The following evaluation process will be reviewed during a pilot in the year 2019-2020.

### Evaluations

Section 1. Probationary employees shall be evaluated at the completion of the first 3 months of probationary period and again at the completion of 6 months of the probationary period. Performance evaluation of a non-probationary employee shall be made once every other year

### Section 2. Pre-evaluation meetings:

- At the beginning of the school year, a meeting will be held between the employee and the principal to discuss relevant goals for the year. Additional input shall be obtained from the teacher (s) working with the paraprofessional.
- Each employee must be aware of the expectations of his/her particular position. Therefore, a current job description will be the basis for the employee's primary activities and duties.
- The principal and employee will mutually determine goals and the actions necessary to achieve them, and such shall be recorded.
- At mid-year, an informal discussion between the principal and the employee will be held to review progress made toward the goals.

### Section 3. Evaluations:

At year's end, an evaluation of the employee will be conducted by the principal with full knowledge of the employee. The fundamental purpose of the performance appraisal process involves the improvement of professional growth and development. Evaluations are based on the following criteria:

#### a. Attendance:

The degree to which the employee reports for and remains at work as required. This includes the rate of absenteeism both excused and unexcused, how the employee's attendance affects the ability of the work unit to complete the work objectives and punctuality.

b. Work Habits: the degree to which the employee follows instructions and observes work rules. Specifically the employee will be evaluated with respect to how work instructions are followed; the care and use of equipment and the concern for safety regulations.

c. Dependability: the degree to which an employee can be relied upon to accept responsibility and complete work assignments. This pertains to reliability for meeting deadlines and following instructions, and the degree to which an employee can be relied upon to get the job done.

d. Quantity of work: The amount of acceptable work produced. This pertains to circumstances under which work is performed (space, equipment available, etc.) The amount of work produced relative to employee assignments. Specifically, employees will be evaluated with respect to self-reliance in completing assignments.

e. Relations with coworkers: The degree to which an employee gets along with other employees on the job. Specifically, employees will be evaluated with respect to willingness to cooperate and to be helpful to co-workers.

f. Adaptability: the degree to which an employee adjusts to new or different work situations. Specifically, employees will be evaluated with respect to the application of job knowledge and skills to new or unfamiliar work.

#### Section 4. Definitions

Definition of performance levels:

##### **Unsatisfactory**

Employees performance consistently fails to meet work requirements. The employee shows either in a willingness or an inability to improve. The characteristics of the employee performance are well below average. This is assessed only if the individual fails to achieve an appropriate degree of improvement in response to an evaluation indicating improvement needed during the previous rating period.

##### **Needs improvement**

The employee's performance sometimes fails to meet work requirements. This reading indicates performance is sometimes less than satisfactory and requires that steps be taken to improve performance. This characterizes an employee whose performance is sometimes below average.

##### **Good**

Employees performance regularly meets work requirements. The employee regularly demonstrates a willingness and ability to meet acceptable level of performance. Work is consistently well done and is consistent with the desired job standards. It characterizes a competent employee.

##### **Very good:**

The employees performance often exceeds work requirements. Employee demonstrates an ability to exceed an acceptable level of performance. This characterizes an employee who does more than what is expected of him/her.

Section 5. Executive director of human resources shall place evaluations in the respective personnel file of each employee.

Section 6

Employee shall have the right to review the evaluations, and shall have the right to attach a written response to an evaluation.

**This Agreement is made and entered into on** \_\_\_\_\_

between the School Committee and the City of Fall River, Massachusetts, and the **Fall River Federation of Paraprofessionals.**

FALL RIVER, MASSACHUSETTS SCHOOL COMMITTEE

By

\_\_\_\_\_

\_\_\_\_\_

ATTORNEY FOR THE  
FALL RIVER, MASSACHUSETTS  
SCHOOL COMMITTEE

By

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FALL RIVER, MASSACHUSETTS FEDERATION OF PARAPROFESSIONALS

by

\_\_\_\_\_

\_\_\_\_\_

CORPORATION COUNSEL  
CITY OF FALL RIVER

**Appendix A: SALARY SCHEDULE**

PARAPROFESSIONAL SALARY SCHEDULE  
July 1, 2017 through June 30, 2020

Paraprofessional Salary Scale 2017-2020

Effective July 1, 2017: 20 cents increase to each step on the schedule

Effective July 1, 2018: 85 cents increase to each step on the schedule

Effective July 1, 2019: 75 cents increase to each step on the schedule

| <b>Eff.</b> | <b>7/1/2017</b> | <b>7/1/2018</b> | <b>7/1/2019</b> |
|-------------|-----------------|-----------------|-----------------|
| Step 1      | \$13.98         | \$14.83         | \$15.58         |
| Step 2      | \$14.22         | \$15.07         | \$15.82         |
| Step 3      | \$14.44         | \$15.29         | \$16.04         |
| Step 4      | \$14.67         | \$15.52         | \$16.27         |
| Step 5      | \$15.00         | \$15.85         | \$16.60         |
| Step 6      | \$15.12         | \$15.97         | \$16.72         |

**LONGEVITY**

Effective 9/1/2016

| <u>Rate</u>            | <u>9/1/2016</u> |
|------------------------|-----------------|
| After 5 <b>years:</b>  | \$500.00        |
| After 10 <b>years:</b> | \$600.00        |
| After 15 <b>years:</b> | \$700.00        |
| After 20 <b>years:</b> | \$800.00        |
| After 25 <b>years:</b> | \$900.00        |
| After 30 <b>years:</b> | \$1000.00       |
| After 35 <b>years:</b> | \$1100.00       |
| After 40 <b>years:</b> | \$1200.00       |

## **Appendix B: Sick Leave Bank**

1. The Sick Leave Bank is for use by eligible members of the Paraprofessional(s) staff covered by this Agreement who have exhausted their own accumulated sick leave and who have a serious illness.
2. Each unit member shall have their sick leave accumulation reduced by one (1) day per year, not to exceed one day per year unless by vote of the committee for the term of this Agreement, and those days shall then be deposited in the bank.
3. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed fifteen (15) days. Upon completion of the fifteen (15) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members; two (2) members to serve at its discretion, and two (2) members shall be designated by the School 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 by the committee in administering the bank and determining eligibility and amount of leave:
  - A) adequate medical evidence of serious illness, and
  - B) prior utilization of all eligible sick leave.

### **RULES OF THE SICK LEAVE BANK**

1. All requests by Paraprofessional(s) seeking an award of sick leave days from the Sick Leave Bank must be in writing and accompanied by a detailed statement from the treating physician of the nature of the illness and a probable return date. The Sick Leave Bank Committee will then review the request and approve it or deny it based on its merits. The decision of the Sick Leave Bank Committee will be final and binding and not subject to any further appeal by the applicant.
2. A Paraprofessional(s) is eligible for up to twenty-five (25) days at full pay per school year.
3. The application of the Sick Leave Bank in relation to all benefits regarding sick leave is as follows:
  - A. A Paraprofessional(s) must first exhaust their accumulated sick leave prior to being eligible to apply for the Sick Leave Bank.
  - B. Upon exhaustion of Item A above, a person is eligible to apply to

the Sick Leave Bank Committee in a fashion previously outlined for a maximum of twenty-five (25) days in one school year at full pay. The Sick Leave Bank Committee will exercise its right to approve or deny any requests in part or in total.

4. The committee reserves the right for reconsideration of any award upon the presentation of new evidence.

5. Days from the Sick Leave Bank are not available for illness or disability due to drug addiction or alcoholism, except during confinement in a hospital or other institution specializing in such disabilities.

6. Any Paraprofessional(s) who draws from the Sick Leave Bank shall reimburse the bank for twenty-five percent (25%) of the days drawn. Such reimbursement shall be made within the succeeding two (2) years and shall be in addition to the one day annual contribution. The time for reimbursement may be extended by a vote of the Sick Leave Bank Committee.

7. Any days not expended from the Sick Leave Bank will be carried over to the following year. If the bank carries over as of June 30th the equivalent of one (1) day per unit members, there will be no automatic, initial assessment for the succeeding school year.

8. Any appointed Paraprofessional(s) on board on or before October 15th of a school year will be assessed one day. The total days reflected in the Sick Leave Bank will be established based on the number of days contributed on October 15th plus any days carried over from a prior year.

9. All decisions made by the Sick. Leave Bank Committee will be done by majority vote of members present.

10. The Chairman will call meetings of the Sick Leave Bank Committee with notification of five (5) days in advance to the members. In emergency situations, the Chairman can call a meeting within a period of 24 hours of the emergency or take a telephone poll of the members to be ratified at the next meeting.

11. Any member whose twenty-five (25) day Sick Leave Bank allocation has been exhausted may apply to the Sick Leave Bank Committee, accompanied by proof of hardship, and may be eligible for up to ten (10) additional days in a given year by a vote of the committee.

12. The Sick Leave Bank Committee reserves the right to change these rules.