

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HOLLISTON SCHOOL COMMITTEE

AND THE

HOLLISTON FEDERATION OF TEACHERS  
LOCAL 3275, MFT, AFT, AFL-CIO

PARAPROFESSIONALS UNIT

SEPTEMBER 1, 2018

AUGUST 31, 2021

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Agreement made and entered into this 24th day of May, 2017, between the HOLLISTON SCHOOL COMMITTEE, hereinafter referred to as the "Committee", and the HOLLISTON FEDERATION OF TEACHERS, LOCAL 3275, MFT, AFT, AFL-CIO, hereinafter referred to as the "Federation".

This Agreement has as its purpose the promotion of harmonious relations between the Committee and the Federation, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 RECOGNITION**

The Committee recognizes the Federation as the exclusive bargaining representative for the purposes of collective bargaining (as provided by Chapter 150-E of the General Laws of the Commonwealth of Massachusetts) for all full-time and part-time instructional aides, special education aides, 1:1 aides, teacher aides, computer lab aides, personal care aides, library aides, guidance aides, ABA Paraprofessionals, ABA Therapists and tutors regularly employed by the Holliston School District, excluding the Superintendent, Assistant Superintendents, teachers, and other certified and licensed personnel, computer lab technicians, substitute teachers, and all other employees of the School System.

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

## **ARTICLE 2 DEFINITIONS**

The term "District" as used in this Agreement means the School Committee, Superintendent and/or Principal, as the law may require. The term "Committee" as used in this Agreement means the Holliston School Committee. The term "Parties" as used in this Agreement refers to the Committee and the Federation as participants in this Agreement. The term "School" as used in this Agreement means any work location or functional division maintained by the School Department. The term "Superintendent" as used in this Agreement shall be understood to mean the responsible administrative head of the School Department. The term "Administration" or "the Administration" shall be understood to mean the same as "Superintendent" or his/her deputies. The term "Union/Federation Representative" as used in this Agreement means any duly-authorized designee of the Federation. Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

## **ARTICLE 3 MANAGEMENT RIGHTS**

Except as otherwise expressly and specifically provided for in this Agreement, the Federation recognizes that the direction of the District operations, the determination of the methods and means by which such operations are to be conducted, the supervision, management and control of the District workforce, the right to hire, assign, transfer, layoff, promote, and evaluate employees and the right lawfully and for just cause to demote, discipline, suspend or discharge employees, to determine the hourly, daily, and weekly schedule of employees, the work tasks and standards of performance of employees, and the right to make, administer and enforce reasonable work rules and regulations shall remain in the function of the District, all in accordance with Chapter 150E, provided that these rights shall not be exercised in an arbitrary or capricious manner.

## **ARTICLE 4 FEDERATION DUES**

### **A. FEDERATION DUES**

During the life of this Agreement, and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth in Appendix B, the Committee agrees to deduct Federation membership dues levied in accordance with the Constitution and By-laws of the Federation from the pay during each pay period of each employee who shall authorize it by the signing and furnishing to it of such check off dues form, and remit the aggregate amount to the Treasurer of the Federation, together with a list of employees from whom said dues have been deducted. Such remittance shall be made on or about the 10<sup>th</sup> of the month succeeding that in which the deductions were made. The Federation will notify the Committee of the name and address of the Treasurer of the Federation and such notification shall bear the signature of the President of the Federation. In the event of any change of the Treasurer of the Federation, the Committee shall be notified by the same method.

### **B. AGENCY FEE**

As a condition of employment, members of the bargaining unit who are not members of the Holliston Federation of Teachers, Paraprofessional Unit, Local 3275, MFT, AFT, AFL-CIO, shall pay to the Holliston Federation of Teachers, Paraprofessional Unit an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

The Federation shall indemnify and hold the District harmless against any and all claims, demands, suits or other forms of liability including, without limitation, attorneys fees, which may arise by reason of any action taken in making deductions and remitting same to the Federation pursuant to the provisions of this Article.

### **C. CREDIT UNION**

Payroll deductions shall be made available to those employees who desire to elect a credit union sponsored by the Holliston Federation of Teachers.

**ARTICLE 5  
DISCRIMINATION**

The District and the Federation agree that they will not discriminate against any employee on the basis of race, color, creed, sexual preference, religion, age, sex, marital status, union activity, or national origin, as provided by law.

**ARTICLE 6  
HOURS OF WORK**

1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week or per year.
2. The normal work year shall be the school year as determined by the School Committee and shall include "Opening Day" and shall be at least 181 days.
3. Employees working at least four and one half (4.5) or more hours per day shall be entitled to an unpaid thirty (30) minutes duty free lunch period per day (outside of their normal hours).
4. The District retains the right to establish and change for each employee the number of hours in the workday, the starting and quitting times, the number of hours in the work week and the length of the work year. The District will not, however, involuntarily reduce the number of hours in an employee's workweek without first consulting with the Federation if such reduction would deprive the employee of his/her entitlement to benefits under this Agreement.

Employees who are required to work in excess of their normal daily hours shall be paid for said hours at their regular straight time hourly rate. Employees will be paid their regular straight time hourly rate for lunch duty, bus duty, after school meetings, or any other hours that they are required to work by the Principal unless said time takes their weekly hours above forty (40) hours. If above forty, then the employee will be paid at time and one-half of their regular straight time rate.

5. The Superintendent, or his/her designee, shall notify reappointed employees of their anticipated assignment the coming school year within a reasonable period of time after the schedules of employee assignments have been established with a reasonable degree of certainty. Such notification shall include the employee's hourly rate of pay and position title. Whenever possible, notification will be given by July 31st.

**ARTICLE 7  
PROBATIONARY PERIOD – YEARLY APPOINTMENT**

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until he/she shall have actually worked ninety (90) full days (break in service shall be defined as resignation or retirement from the Holliston School District). Probationary employees may be disciplined, discharged, or otherwise terminated in the sole discretion of the Superintendent and /or Principal, as the case may be, and such action shall not be subject to challenge under the parties' grievance and arbitration procedures.

From the ninety-first (91<sup>st</sup>) day of employment through three (3) years of employment, employees hired by the District shall be considered hired for one (1) school year term only (the school year in which the employee commences work.) During this period, reappointments shall be for only one (1) school year and reappointment is at the sole discretion of the district.

Beginning in the fourth (4<sup>th</sup>) year of employment, employees shall become regular paraprofessionals and no longer subject to yearly appointment, providing the employee's annual performance is rated above "Does Not Meet Standards" on all items on the Paraprofessional Performance Instrument in Appendix C. This evaluation will be completed at least once annually by the administrator and/or his/her designee using input from the teacher with whom the paraprofessional works.

Disciplinary action taken against any employee upon the expiration of his/her probationary period and, if relevant, prior to the expiration of his/her yearly appointment shall be subject to just cause.

## **ARTICLE 8**

### **JOB POSTING, TRANSFERS AND ASSIGNMENTS**

Whenever a new position or permanent vacancy in existing positions covered by this Agreement occurs and the District desires to fill such vacancy, the District shall post a notice of vacancy, and provide said posting to the members via school email for a period of five (5) working days. All employees who are interested in bidding on the vacancy must apply in writing during the five (5) day period. The notice shall set forth the hourly rate, hours, and general responsibilities of the position. Notice of such posting shall be sent to the Chairperson of the Paraprofessional Unit and the President of the Federation. During the summer months, the Chairperson of the Paraprofessional Unit and the President of the Federation will be notified of any open bargaining unit position and will have responsibility for dissemination of this information to the bargaining unit.

The District may fill vacancies from applicants from within or outside of the bargaining unit. In the event the District fills said job from within the bargaining unit, seniority shall be the determining factor only if all other factors are equal. All internal applicants shall be provided an application and afforded an opportunity to provide the administration their qualifications for a posted opening. The provisions of this paragraph shall not apply to reappointments.

Any involuntary reassignment or transfer shall be made only after a meeting between the employee involved, and at the employee's request a Federation representative, and the Principal and/or his/her designee, at which time the employee shall be notified of the reasons for the reassignment or transfer. When all other factors are equal, such reassignment or transfer shall be made on a seniority basis, i.e., in order of years of service within the school system; employees with the least amount of years of service shall be the first to be involuntarily reassigned or transferred.

Assignment of personnel for the next school year will be made whenever possible by July 31, will not be arbitrary or capricious and will consider input from paraprofessionals, Special Education teacher/liaison, and Student Services Administrator where applicable. Notice of assignments will also include the expected number of hours per day to be

worked and if the assignment is eligible for the “adjustment rate.” Any changes of assignment e.g. hours and adjustment rate, shall require a new notice.

Paraprofessionals will be afforded the opportunity to request time from their Principal/Designee to review IEP/student-related information as deemed necessary. The time will either be compensated at their regular rate, if it is in addition to their normal work day, or be duty-release time, if it is during their normal work day.

The Committee will provide a copy of current job description to the union annually to the Union. Paraprofessionals will be provided a copy of the job descriptions before beginning employment.

## **ARTICLE 9 COMPENSATION**

### **A. BASIC COMPENSATION SCHEDULE**

The compensation of members of the bargaining unit is set forth in Appendix A which is attached to and made part of this Agreement.

1. The Grandfathered ABA/PCA and Tutor pay scale is only applicable to Paraprofessionals who were receiving compensation under the “ABA/PCA” and “Tutor” salary scale on June 21, 2018 and remain on it for their tenure.
2. Paraprofessionals on the first step (Year 1 & 2) whose first day of work was after July 1, 2017 shall be placed on step 1 of the new salary scale.
3. Paraprofessionals on the first step (Year 1 & 2) whose first day of work was before July 1, 2017 shall be placed on Step 2 of the new salary scale.
4. Paraprofessionals on the middle step (Years 3 – 9) shall be placed on Step 5 of the new salary scale.
5. Paraprofessionals on the top step (Years 10+) shall be placed on Step 8 of the new salary scale.
6. Commencing July 1, 2019, Paraprofessionals shall annually advance to the next step on the first day of every school year.
7. Paraprofessionals hired before the 91<sup>st</sup> day of the previous school year shall move one step in the salary scale on the first day of school following their initial year of employment. Paraprofessionals hired after the 90<sup>th</sup> day of the previous school year, shall remain on the same step for the following school year.
8. All Paraprofessionals hired after July 1, 2018 shall be placed on Step 1 of the new salary scale.

### **B. METHOD AND TIME OF PAYMENT**

Subject to Chapter 149, Section 148 of the General Laws of the Commonwealth of Massachusetts, paraprofessionals shall be paid bi-weekly over 24 pay periods for all time worked. Once every two weeks paraprofessionals shall submit time records or forms provided by the district. Paraprofessionals shall be afforded training with respect to this process. Accommodations will be made between paraprofessionals and their supervisors regarding their regular duties and responsibilities in relation to filling out the time records. The time records will be approved by supervisors. Accompanying each paycheck will be an itemized payroll deduction statement. All bargaining unit members shall be required to use direct deposit to receive their paycheck.

**C. MILEAGE AGREEMENT**

Paraprofessionals covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the rate set by the Town of Holliston.

**ARTICLE 10  
SICK, SICK LEAVE BANK AND PERSONAL LEAVE**

**1. SICK AND PERSONAL LEAVE**

- a. Employees who work fifteen (15) or more hours a week shall be eligible for up to twelve (12) days of sick leave with pay each school year. The number of hours of sick leave per day shall be equal to the employee's normal daily work hours. Sick leave not used in any school year may be accumulated up to one hundred and thirty-six (136) days for use in subsequent years. In addition, employees who work fifteen (15) or more hours a week shall be eligible for up to three (3) pro-rata days of personal leave each school year for religious, legal, business, household, or family matters which require absence. Personal leave days may be taken only with at least forty-eight hours (48) hours advanced notice except in emergency and only to take care of commitments which cannot be taken care of outside their regular hours of work.

Personal Leave may not be taken on days immediately before or after a vacation period, holiday weekend, or holiday. Exceptions may be made by the Superintendent. Such decisions are not subject to the Grievance Procedure.

Personal leave days allowed herein may only be taken to permit employees to schedule business or personal commitments that necessitate their presence and cannot be taken care of at any time other than during the regular school week. When requesting personal days that will occur during the months of May and June, bargaining unit members shall provide the specific reason(s) for any personal day requests to the Superintendent in writing.

- b. Sick leave may only be used for personal injury or personal sickness except that an employee may use five (5) days of sick leave for absence due to serious illness of a family member of the employee's immediate family.
- c. Employees shall be required to submit, upon request of the Superintendent, or his/her designee, an appropriate doctor's certificate as proof of illness or injury. Claims that this right has been exercised in an arbitrary or capricious manner are subject to Article 13 of this Agreement.
- d. At the end of a given school year, an employee who has a combined total of 13 sick or personal days from that school year's allowance will have the option to allow the Committee to buy back all unused sick days for that year at \$30.00 per day.
- e. Application for sick leave buy back must be submitted no later than June 30th of the school year for which the employee seeks to buy back unused sick days.



## 2. SICK LEAVE BANK

- a. A Sick Leave Bank is created whereby an employee may contribute up to a total of two (2) accumulated sick days annually. The purpose of the bank is for employees to draw sick time in the event of an extended illness or accident, which has depleted the employee's personal sick leave accumulation subject to the following restrictions: (1) that paraprofessionals in their first year of employment as a paraprofessional are not eligible to access the Sick Leave Bank; and (2) that paraprofessionals in their second and third year of employment as a paraprofessional can only be granted a maximum five percent (5%) of their total days worked as a paraprofessional as of the date that their available sick days are depleted..
- b. All paraprofessionals beyond their first year of employment as a paraprofessional must contribute a minimum of one (1) day to the Bank in order to become initially eligible for the Sick Leave Bank. In order to remain eligible, an employee must contribute a minimum of one (1) day every 3 years, provided, however that if that contribution would cause the Bank to exceed its maximum size as outlined in Article 10, Section (2) (h), the Superintendent and Paraprofessionals will meet to decide how best to implement this element.
- c. The employee or his/her appointed representative will petition the bargaining unit chairperson to draw days from the bank. The bargaining unit chairperson will then notify the Superintendent or his/her designee of the petition.
- d. A doctor's certificate indicating that the inability to perform is due to an extended illness or accident and indicating the probable duration of the absence shall be submitted to the bargaining unit chairperson who will then submit it to the Superintendent or his/her designee.
- e. A board comprised of three paraprofessionals appointed by the Federation and three administrators appointed by the Superintendent shall be responsible for approving or rejecting requests. Upon a tie vote, any member of the Sick Leave Bank Committee may seek to further discuss the issue prior to a revote. There will not be more than two revotes. If two revotes fail to resolve the tie, a seventh member will vote periodically on an alternating year basis with the President of the Federation or designee appointing the seventh member in one year and the Superintendent or designee appointing the seventh member in the next year. The President of the Federation or designee shall serve in the tie-breaking capacity for school year 2014-2015. Votes will be taken by a secret ballot and all discussion of the bank shall be confidential.
- f. Upon approval of the allotment of days, the Superintendent will be notified in writing (with copies submitted to the employee and the principal).
- g. Employees receive their check in the routine manner.
- h. Sick Bank days shall not exceed three hundred (300) days. Employees beginning their second year of employment as a paraprofessional, however, may contribute in order to be initially eligible for the Bank even if the total number of days is at 300.
- i. Decisions by the Sick Leave Bank board are not subject to grievance / arbitration rights under this agreement.

**ARTICLE 11  
FUNERAL LEAVE**

1. There shall be up to five (5) consecutive calendar days leave with pay on account of death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister, member of the household in which the paraprofessional is living, grandchild, grandparent, aunt, uncle, niece, nephew, first-cousin, mother-in-law, father-in-law, sister-in-law, and brother-in-law.
2. There shall be up to three (3) consecutive calendar days leave with pay on account of death of a close friend.

**ARTICLE 12  
PERSONNEL FILES**

1. An employee shall have the right to review and/or reproduce at the employee's expense the contents of his/her personnel folder. An employee shall be entitled to have a representative of the Federation accompany him/her during such a review. An employee shall have the right to submit a written comment on the contents of his/her personnel folder and the comments will be placed in the employee's folder.
2. Official grievances filed by an employee under the Grievance Procedure shall not be placed in the personnel file of the employee nor shall such grievance become part of any other file or record which is utilized in the promotion process: nor shall it be used in any recommendation for job placement.
3. No material of a derogatory nature will be placed in the personnel file unless the employee has had an opportunity to read and discuss same with the administration. These matters shall be promptly called to the attention of the employee involved and he/she may submit a written answer which shall be attached to the original material.

**ARTICLE 13  
GRIEVANCE PROCEDURE**

**A. GENERAL**

The purpose of this procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to the problems, which may from time to time arise affecting the working conditions of paraprofessionals. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any paraprofessional having a grievance to discuss the matter informally with his/her immediate superior and having the grievance adjusted without intervention of the Federation, provided the adjustment is not inconsistent with the terms of this Agreement and that the Federation has been given the opportunity to be present at such adjustment and to state its views.

To provide for the expeditious and mutually satisfactory settlement of questions arising with respect to wages and other conditions of employment of any employee or group of employees or out of the interpretation or application of any terms of this agreement, the procedures hereinafter set forth shall be followed.

## **B. PROCEDURES**

Any grievance, which may arise between the parties hereto, shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning, interpretation, or application of any of the provisions of this Agreement. A grievance shall be deemed waived unless it is submitted at the appropriate entry level within fourteen (14) calendar days after the aggrieved party knew or should have known the event or condition on which it is based.

### **Informal Proceeding**

An aggrieved employee shall first discuss the complaint with his/her immediate supervisor directly with the objective of resolving the matter informally. The supervisor shall convey his/her decision to the employee within forty-eight (48) hours after receiving the complaint.

#### **Step 1**

The employee, or a representative of the Federation, shall take up the grievance with the employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or of the date the employee knew or should have known the event or condition on which it is based. Such grievance shall be submitted in writing, and shall set forth the facts relied upon, the section of the Agreement allegedly being violated and the remedy sought. The employee's immediate supervisor shall attempt to adjust the matter and shall respond within ten (10) calendar days after the submission of the grievance to him/her in Step 1.

#### **Step 2**

If the grievance has not been settled in Step 1, the employee or the Federation may then initiate a grievance in writing to the Superintendent within fourteen (14) calendar days after the supervisor's response is due or received, whichever is earlier. The Federation representative and/or aggrieved employee shall meet with the Superintendent within fourteen (14) calendar days to discuss the grievance. Within ten (10) days after discussing the grievance, the Superintendent will communicate in writing his/her decision to the Union representative and the aggrieved employee.

#### **Step 3 (Not applicable to Discipline Cases)**

If the grievance is not resolved in Step 2, the employee or Federation may appeal in writing to the full School Committee within ten (10) days of receiving the Superintendent's decision. The School Committee shall meet with the aggrieved employee and/or Federation Representative within thirty (30) calendar days to discuss the grievance. Within fourteen (14) calendar days of meeting with the employee and/or Federation representative, the School Committee shall forward in writing, its decision to the Federation representative.

#### **Step 4**

If the grievance is not resolved at Step 3 (or Step 2 in discipline cases), the Federation may submit the grievance to arbitration. The proceedings may be initiated by written notice to the School Committee and the American Arbitration Association postmarked within thirty (30) days after receipt of the Step 2 or Step 3 decision, whichever is applicable.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement.

The arbitrator may not modify, amend, delete or add to the terms of this Agreement. The arbitrator's written decision shall be issued within thirty (30) days after completion of the hearing. Within the limits of this authority, the decision of the arbitrator, to the extent provided by law, shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration, that being reserved to the Federation and the Committee (or Superintendent in applicable cases) exclusively.

Failure of the grievant to present a grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth may be extended by the written consent of the parties hereto. Failure of any representative of the employer to respond within the specified time limits shall be deemed a denial of the grievance.

### ***ARTICLE 14 FEDERATION ACTIVITIES***

The Federation is granted use of available school facilities without charge during non-teaching hours subject to the current School Committee policy on the use of school facilities.

In addition, the Federation officers and/or Chairperson of the Grievance Committee shall have time available during non-work periods to conduct duties relevant to this Agreement. They will secure approval of the appropriate administrators to leave their assigned areas. Or to conduct activities in another assigned area. In no case will internal Federation business, e.g., membership activities, dues collection, etc., be conducted during this time.

### ***ARTICLE 15 MATERNITY LEAVE AND ADOPTION LEAVE (FAMILY LEAVE)***

The Committee will comply with the requirements of all State and Federal laws with respect to maternity and adoption leave. An employee may at his/her option utilize said employee's accumulated sick leave. Requests for extension of this leave shall be submitted in writing to the Superintendent or his/her designee. Subject to law, any such request shall be subject to the approval of the Superintendent, or his/her designee, and subject to approval of the School Committee.

Non-birth parents shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively, and it must be taken within the eight-week parental leave period. Non-birth parents shall not be eligible to access the Sick Leave Pool for the above-referenced two weeks. FMLA leave shall run concurrent with parental leave.

## **ARTICLE 16 JURY DUTY**

Employees shall be paid for jury duty in accordance with M.G.L. Chapter 234A, Section 48.

## **ARTICLE 17 OTHER LEAVES**

Leaves of absence covered by the Family and Medical Leave Act for reasons other than those set forth in Article 15 shall be governed by the FMLA. Any request for any other leave of absence, or extension of same whether paid or unpaid shall be submitted in writing to the Superintendent or his/her designee. Any such request shall be subject to the approval of the Superintendent, or his/her designee, and subject to approval of the School Committee. All benefits to which an employee was entitled at the time of his/her leave of absence, including unused accumulated sick leave, shall be restored upon his/her return to work.

## **ARTICLE 18 INSURANCE**

### **A. PARTICIPATORY PROGRAM**

Employees who regularly work twenty (20) hours or more per week shall be eligible to participate in the Town of Holliston Participatory Program as for all other Town employees. Said Program includes Blue Cross-Blue Shield, HMO, and Life Insurance.

### **B. TAX-SHELTERED ANNUITIES AND DEFERRED COMPENSATION PROGRAMS**

Paraprofessionals covered by this Agreement may purchase tax-sheltered annuities, payments to be made by payroll deduction. Selection of the carriers is the province of the Holliston Federation of Teachers, "designation" by the Committee is, in effect, a ratification of the Federation's choice. Access to a differed compensation plan(s) will be made available to paraprofessionals as provided for by State and Federal laws and as long as the Town of Holliston offers such plans(s) to all employees.

### **C. DISABILITY INSURANCE**

The Committee will provide disability insurance for all paraprofessionals covered by this Agreement who work thirty (30) or more hours per week.

**D. WORKERS' COMPENSATION**

The Committee will provide workers' compensation for paraprofessionals covered by this Agreement. Employees at their option may use their sick leave to receive the difference between workers' compensation and net salary to be charged proportionally to their sick leave.

**E. JOB CONNECTED INJURY AND ASSAULT**

All members of the bargaining unit who are absent due to injury resulting from assault or battery sustained in connection with their employment shall receive the difference in salary between Workers' Compensation and his/her regular wages. Job connected injury and assault leave benefits shall be utilized to the extent of the difference in wages.

In the event a member is absent due to an injury resulting from assault or battery, the member may petition the sick-leave bank to a maximum of 5 days per incident.

**F. PENSION/FICA**

The parties agree that the Middlesex County Retirement Plan will be made part of this Agreement.

**ARTICLE 19  
MISCELLANEOUS**

1. Paraprofessionals may be used as substitutes for regularly assigned teachers, however they may decline the offer. When paraprofessionals are used as substitutes, such paraprofessionals shall be compensated at their normal rate of pay plus twenty-five (\$25) or the daily rate, whichever is higher. In the event a paraprofessional or tutor substitutes for less than an entire day (but not less than thirty (30) minutes), he/she shall be compensated at his/her normal rate of pay plus twenty-five (\$25) or the daily substitute rate, whichever is higher, pro-rated for the time he/she has substituted. For the time the paraprofessional assumes the role of a substitute, he/she shall be relieved of their paraprofessional duties/responsibilities. Effective September 1, 2019, the substitute rate of additional compensation shall increase from twenty-five (\$25) to thirty (\$30) as outlined above.
2. The School Department shall annually provide the Federation a directory of the names and dates of hire of all paraprofessionals covered by this Agreement. Seniority of bargaining unit members is based upon total length of continuous service in the Holliston School System.
3. The Committee will reimburse a paraprofessional covered by this Agreement up to one hundred and fifty dollars (\$150.00) per year for clothing, eyeglasses, or other personal effects damaged while performing assigned duties.
4. Employees shall not be required to transport students in their personal automobiles.
5. Employees not trained to dispense medications to students shall not be required to do so.

6. For the 2016-2017 School year and beyond, Paraprofessionals shall not have any paid Professional Development Days, however if a paraprofessional is asked by an administrator to attend any additional professional development program days, the paraprofessional will be paid for his/her attendance at such program. In addition, paraprofessionals covered by this Agreement shall have the right to participate on a voluntary, unpaid basis in the teacher professional development program, as space is available.
7. The cost of production of the final contract document shall be borne equally by the Committee and the Federation.
8. Paraprofessionals providing coverage for Adjustment Rate Paraprofessionals or PCA/ABA Paraprofessionals shall receive the Adjustment Rate of pay (Appendix A) in 1.5 hour increments and subject to the Paraprofessional completing the necessary timesheets.

## **ARTICLE 20 EFFECT OF AGREEMENT**

1. This instrument constitutes the entire agreement of the Committee and the Federation arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.
3. No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

## **ARTICLE 21 AFTER SCHOOL MEETINGS**

Paraprofessionals shall be invited to after school meetings such as grade, faculty, and/or curriculum meetings as deemed appropriate by the principal. Since attendance at these meetings is voluntary, paraprofessionals will not be paid for their attendance.

## **ARTICLE 22 TUITION REIMBURSEMENT**

Tuition reimbursement applies to all members of the Paraprofessional unit. Tuition Reimbursement will be set at a maximum of \$165.00 per credit for up to three (3) credits per year.

Tuition shall be subject to the following:

1. Payment will be made upon successful completion of the course and/or training.
2. Courses and/or training must be related to the career development of the paraprofessional and the needs of the Holliston Schools.

3. The paraprofessional must receive approval of the Superintendent of his/her designee prior to taking the course and/or training.
4. A letter of reimbursement must be submitted to the Superintendent or his/her designee within thirty (30) days of completion of the course and/or training. A receipted bill or cancelled check shall also be submitted.
5. Judgments under this provision are not subject to grievances.

## **ARTICLE 23 SENIORITY and LAYOFF**

### **A. Seniority**

1. Seniority shall be defined as the length of continuous service in the Holliston Public School System in terms of years, months and days commencing with the initial date of work, not hire.
2. Seniority shall be deemed broken by resignation or retirement from the Holliston Public Schools.
3. In the event that two or more employees have an identical initial date of work, seniority shall be determined by the drawing of lots by such employees or their designees.
4. The Holliston School Department shall provide the federation a seniority list of all employees in the bargaining unit indicating the initial date of employment. The list shall be given to the Federation sixty (60) days after the execution of this Agreement and annually thereafter by October 1.

### **B. Layoff Procedures**

In the event of a decision by the Committee to reduce the paraprofessional staff, it shall be within classification within a school. Classification corresponds to the labels used in Appendix A Salary Schedule except that PCA and ABA paraprofessionals shall be considered two separate classifications. The following procedure will be followed:

1. Where possible, such reductions will be accomplished through attrition of staff and volunteers.
2. After attrition and volunteers reductions will be accomplished through layoff of paraprofessionals with probationary status.



3. If reductions are still necessary after the foregoing procedures, then non-probationary paraprofessional shall be laid off in reverse seniority order.

4. Losing the Adjustment Rate is not subject to the terms and conditions of Article 23.

C. Recall Procedures

1. Paraprofessionals laid off under the provisions of this article shall be considered for recall during a two (2) year period from the effective date of their lay-off provided that at the time of lay-off such employee indicated in writing to the Superintendent of Schools that he/she wanted to be considered for recall.

**ARTICLE 24  
SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

In the event that any provision of the Agreement is or shall be contrary to law, all other provisions of the Agreement shall continue in effect.

**ARTICLE 25  
DURATION AND RENEWAL**

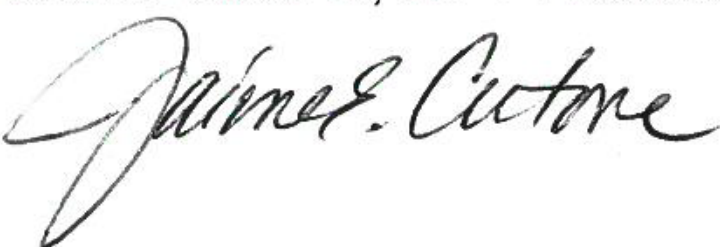
This Agreement and each of its provisions shall be in effect as of September 1, 2018, and shall continue in full force and effect until August 31, 2021. Negotiations for a successor Agreement shall begin no later than October 1, 2020, after written notice by either party of its desire to commence negotiations for a successor Agreement.

**HOLLISTON FEDERATION OF  
TEACHERS, LOCAL 3275, MFT,  
AFT, AFL-CIO  
PARAPROFESSIONALS UNIT**

Patricia Clark – HFT Para President



Jaime Cutone, HFT President



**HOLLISTON SCHOOL COMMITTEE**



Anne Louise Hanstad, Chairperson

Stacey Raffi, Vice-Chairperson

Martha Devoe

Lisa Kocian

Cynthia Listenwnik

Andy Morton

Joan Shaughnessy

## APPENDIX A Hourly Rates

### PARAPROFESSIONAL SALARY SCALE (September 1, 2018)

Steps	Paraprofessional
1	\$16.48
2	\$16.81
3	\$17.15
4	\$17.49
5	\$17.84
6	\$18.20
7	\$18.56
8	\$18.93
9	\$19.31

Effective September 1, 2019 – Hourly wages will increase by 2%

Steps	Paraprofessional
1	\$16.81
2	\$17.15
3	\$17.49
4	\$17.84
5	\$18.20
6	\$18.56
7	\$18.93
8	\$19.31
9	\$19.70

Effective September 1, 2020 – Hourly wages will increase by 2%

Steps	Paraprofessional
1	\$17.15
2	\$17.49
3	\$17.84
4	\$18.20
5	\$18.56
6	\$18.93
7	\$19.31
8	\$19.70
9	\$20.09

ADJUSTMENT RATE PARAPROFESSIONAL SALARY SCALE

Year One (9/1/18)	Year Two (9/1/19)	Year Three (9/1/20)
\$1.00 per hour	\$1.25 per hour	\$1.50 per hour

GRANDFATHERED ABA/PCA PARAPROFESSIONAL SALARY SCALE  
(September 1, 2018)

Steps	“grandfathered” ABA/PCA
Year 1-2	\$23.07
Year 3-9	\$25.07
Year 10+	\$25.96

Effective September 1, 2019 – Hourly wages will increase by 2%

Steps	“grandfathered” ABA/PCA
Year 1-2	\$23.53
Year 3-9	\$25.57
Year 10+	\$26.48

Effective September 1, 2020 – Hourly wages will increase by 2%

Steps	“grandfathered” ABA/PCA
Year 1-2	\$24.00
Year 3-9	\$26.08
Year 10+	\$27.01

**GRANDFATHERED TUTOR SALARY SCALE**  
(September 1, 2018)

Steps	“grandfathered” Tutor
Year 1-2	\$21.09
Year 3-9	\$22.91
Year 10+	\$23.82

Effective September 1, 2019 – Hourly wages will increase by 2%

Steps	“grandfathered” Tutor
Year 1-2	\$21.51
Year 3-9	\$23.37
Year 10+	\$24.30

Effective September 1, 2020 – Hourly wages will increase by 2%

Steps	“grandfathered” Tutor
Year 1-2	\$21.94
Year 3-9	\$23.84
Year 10+	\$24.79

**APPENDIX B  
DUES CHECKOFF FORM**

**Holliston Federation of Teachers**  
American Federation of Teachers  
AFT Massachusetts  
AFL-CIO

2011/2012  
TOWN TREASURER NOTICE

**COMPLETE EACH SECTION BELOW: (PLEASE PRINT)**

IF ANY INFORMATION CHANGED FROM LAST YEAR, MARK BOX WITH "X" (ie. new address/phone)  
If your name changed- include BOTH names: NEW (old)

- NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY/TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_  
(NON SCHOOL)  
 PHONE#: \_\_\_\_\_  
 SCHOOL: \_\_\_\_\_  POSITION: \_\_\_\_\_  
(Miller, Placentino, Adams, HHS) (Teacher, paraprofessional, guidance counselor, psychologist, librarian, etc).  
 STATUS:(Mark One) \_\_\_ FULL TIME \_\_\_ PART TIME \_\_\_\_\_ %

MONTHLY DUES DEDUCTION: \$ . (See Below)  
Fulltime Half (50%) Quarter (25%)

- A. MONTHLY DUES:  
B. ANNUAL PAYMENT  
(Lump Sum Payment for the year)

**EXPLANATION:** Fulltime Halftime Quarter  
AFT\*  
Affiliate Fee AFL-CIO  
AFT Mass.\*  
Accident Ins.  
Liability  
HFT  
MONTHLY TOTALS  
ANNUAL TOTALS

**Full Dues-** For members who make the starting teacher's salary or more (\$41,561)  
**Half Dues-** The AFT has established that any member with a salary less than that of a first year teacher, but more than \$14,000 shall pay dues at the half-time rate.  
**Quarter Dues-** Paid by those who make less than \$14,000.  
\*Effective September 1, 2010 AFT & AFT Massachusetts amended their by-laws to increase dues at the national and state levels

**SELECT ONLY ONE OPTION: (MARK A or B)**

\_\_\_\_\_ A. MONTHLY PAYROLL DEDUCTION OPTION:

I hereby request and authorize you to deduct union dues from my earnings in 12 equal deductions. This amount shall be paid to the Holliston Federation of Teachers, Local 3275, AFT, AFT Massachusetts, AFL-CIO. These deductions may be terminated at any time by my advance 60 day written notice or termination of my employment.

**SIGNATURE:** X \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ B. PAY ANNUAL AMOUNT IN FULL BY CHECK (Please ATTACH check to this form)

**APPENDIX C**

**HOLLISTON PUBLIC SCHOOLS  
PARAPROFESSIONAL PERFORMANCE INSTRUMENT**

Paraprofessional's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Classroom Teacher: \_\_\_\_\_

School: \_\_\_\_\_ Program: \_\_\_\_\_

(Check One) Instructional Aide \_\_\_ 1:1 Aide \_\_\_ PCA \_\_\_ ABA \_\_\_ Tutor \_\_\_

**\*This evaluation will be completed at least once annually by the administrator and or his or her designee using input from the teacher with whom the paraprofessional works.**

PERFORMANCE RATING

**\*EXCEEDS STANDARDS** - Performance surpasses the standards of the Holliston Public Schools.

**\*MEETS STANDARDS** - Performance fulfills the standards of the Holliston Public Schools.

**\*NEEDS IMPROVEMENT** - Performance fulfills the requirements for the most part. Improvement, however, is needed and expected.

**\*DOES NOT MEET STANDARDS** - Improvement is required.

ATTENDANCE AND PUNCTUALITY

	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Needs Improvement</b>	<b>Does Not Meet Standards</b>
Adheres to district policy regarding attendance/use of sick time				
Adheres to district policy regarding punctuality				

PARAPROFESSIONAL RESPONSIBILITIES

	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Needs Improvement</b>	<b>Does Not Meet Standards</b>
Monitors student safety in all situations and at all times				
Maintains proper appearance and demeanor				
Accepts directions from others and also works in a cooperative fashion with all staff				
Demonstrates flexibility in accepting schedule/ assignment changes				
Respects student and family rights to confidentiality at all times				
Uses time wisely				
Encourages care and responsibility for school materials and environment				
Is able to communicate effectively and appropriately (verbal or written) with students and adults				

PARAPROFESSIONAL RESPONSIBILITIES

	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Needs Improvement</b>	<b>Does Not Meet Standards</b>
Supports the goals and objectives of the teacher, children and the instructional program				
Works collaboratively with classroom teacher providing instructional activities at the appropriate level for all students				
Works collaboratively with classroom teacher by establishing and maintaining appropriate management procedures in the class				
Demonstrates the ability to carry out assignments and responsibilities with minimal supervision				



**PARAPROFESSIONAL RESPONSIBILITIES**

	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Needs Improvement</b>	<b>Does Not Meet Standards</b>
Assists in accurately collecting and recording data according to the established procedures (as appropriate)				
Assists in the care of all specialized equipment such as wheel chairs, braces, lifts, etc. (as appropriate)				

**Evaluator's Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Paraprofessional's Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature of Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature of Paraprofessional:** \_\_\_\_\_

The paraprofessional's signature indicates that he/she has received a copy of this performance evaluation. It does not indicate that the paraprofessional is in agreement with the evaluation ratings of his/her performance or the evaluator's commendations or recommendations.

The paraprofessional may comment on the evaluator's ratings, commendations and recommendations in writing on this page or additional pages.