A G R E E M E N T

PLAINVILLE EDUCATION ASSOCIATION

(Education Support Professionals)

AND

PLAINVILLE SCHOOL COMMITTEE

JULY 1, 2026 – JUNE 30, 2029

TABLE OF CONTENTS

ARTICLE 1. RECOGNITION	**3**
ARTICLE 2. COMMITTEE RIGHTS	**3**
ARTICLE 3. WORKDAY/WORK YEAR	**4**
ARTICLE 4. EVALUATION	**6**
ARTICLE 5. PROFESSIONAL DEVELOPMENT	**6**
ARTICLE 6. PARAPROFESSIONAL ASSIGNMENTS	**8**
ARTICLE 7. VACANCIES	**9**
ARTICLE 8. PARENTAL LEAVE	**9**
ARTICLE 9. SICK LEAVE	**10**
ARTICLE 10. ALCOHOL AND DRUG ABUSE	**12**
ARTICLE 11. PERSONAL LEAVE	**12**
ARTICLE 12. BEREAVEMENT LEAVE	**12**
ARTICLE 13. OTHER LEAVES	**13**
ARTICLE 14. JURY DUTY	**13**
ARTICLE 15. GRIEVANCE PROCEDURE	**13**
ARTICLE 16. DUES DEDUCTION	**15**
ARTICLE 17. TAX SHELTERED ANNUITIES	**16**
ARTICLE 18. PROTECTION	**16**
ARTICLE 19. REDUCTION IN FORCE	**16**
ARTICLE 20. HEALTH INSURANCE	**18**
ARTICLE 21. GENERAL	**18**
ARTICLE 22. LONGEVITY	**20**
ARTICLE 23. SPECIAL EDUCATION MEETINGS	**21**
ARTICLE 24. JOINT LABOR/MANAGEMENT COMMITTEE	**21**
ARTICLE 26. DURATION	**22**
APPENDIX A – SALARY	**23**
Mileage	**25**

ARTICLE 1. RECOGNITION

A. For the purpose of collective bargaining with respect to wages, hours, rates of pay, and other working conditions of employment, and the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association, as the exclusive bargaining agent and representative of a bargaining unit consisting of all full-time and part-time Plainville Education Association Paraprofessionals, Tutors and Specialized/Licensed Assistants employed by the Plainville School Committee. Part-time employees shall be defined as employees who work less than a full time employee. Benefits of all part-time employees will be pro-rated to reflect the proportion of their working hours as compared to a full-time employee.This CBA does not include the supervisory paraprofessionals.

Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

B. In the school year prior to the end date of the contract, the Union shall formally notify the School Committee of its intent to begin negotiations for a successor agreement by October 1. The School Committee shall respond to that notice by November 1. Negotiations shall begin by December 1 unless both parties to the negotiations agree otherwise.

ARTICLE 2. COMMITTEE RIGHTS

A. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be construed to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. Nothing in this Agreement shall limit the Plainville School Committee and the Superintendent in the exercise of its functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; to discontinue processes or operations or to discontinue their performance by employees; determine standards of proficiency, except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the School Committee, acting through its Superintendents and Principals or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all

the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the School Department.

The Committee also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

ARTICLE 3. WORKDAY/WORK YEAR

A. Unit Categories

1. Unit A—Instructional Paraprofessionals

2. Unit B—Title I Tutors

3. Unit C—Specialized/Licensed Assistants: includes Speech-Language Therapy Assistant (SLA), Certified Occupational Therapy Assistant (COTA), Applied Behavioral Analysis Assistant (ABA) and Registered Behavior Technician Assistant (RBT)

B. Hours Worked Per Day

1. All Unit A members shall work six (6) hours forty-five (45) minutes per day, including a half-hour paid lunch. The lunch period shall be during the middle two (2) hours of each employee's workday. In addition to lunch, employees shall have one (1) scheduled fifteen minute rest/break period in the morning or the afternoon. In the event that student supervision is needed more than five (5) minutes prior to the normal arrival time of students all Unit A members will be given the opportunity to apply. Members who supervise prior to the start of the Unit A school day shall be allowed to apply this early time to the end of the day. Work hours are determined by the Superintendent.

2. All Unit B members shall work six (6) hours per day, including a half-hour paid lunch. The lunch period shall be during the middle two (2) hours of each employee's workday. Work hours as determined by the Superintendent. The employer shall provide 180 minutes of planning time to members of Unit B during every 6-day cycle.

3. All Unit C members shall work six (6) hours per day, including a half-hour paid lunch. The lunch period shall be during the middle two (2) hours of each employee's workday. Work hours as determined by the Superintendent. The employer shall provide 180 minutes of planning time to members of Unit C during every 6-day cycle.

4. Any trainings or other activities that are scheduled during lunch shall be voluntary and will only be scheduled after the employer has consulted with the Union.

5. If permitted by the Principal, an employee may leave early.

6. In the event that the School Committee determines it necessary to change the starting and ending times for pupils, it shall notify the Association on or before June 1 prior to the start of the new school year for which the starting and ending times shall become effective.

7. After arriving at school and school is canceled for any unforeseen conditions or inclement weather, all Unit Members will be dismissed after the students to assure their safety. Unit members shall be paid at their regular rate of pay with a minimum guaranteed pay of four (4) hours.

C. Work Year

1. The work year of All Unit A members shall be one hundred eighty-two (182) days. An employee required to be at his/her employment station for hours or days in excess of the 182 days per year shall be paid at his/her regular hourly/daily rate of pay. The 182 days shall include the 2 (two) days before the students' first day of school.

2. The work year for Unit B members shall be one-hundred eighty two (182) days which shall include the 2 (two) days before the students' first day of school. An employee required to be at his/her employment station for hours or days in excess of the 182 days shall be paid at his/her regular hourly/daily rate of pay.

3. The work year of all Unit C members shall be one hundred eighty-two (182) days. An employee required to be at his/her employment station for hours or days in excess of the 182 days year shall be paid at his/her regular hourly/daily rate of pay. The 182 days shall include the 2 (two) days before the students' first day of school.

4. All ESPs may leave after student dismissal duties are complete on one designated Early Release Parent Conference Afternoon in the fall and on one designated Early Release Parent Conference Afternoon in the spring. In the event that there is more than one Early Release Parent Conference Afternoon designated in the fall or the spring, ESPs will be informed of which afternoons they will work and which afternoons (one in the fall and one in the spring) they will be excused from. ESPs will still be compensated at their regular hourly rate for these two excused afternoons. ESPs will work the full day for the remainder of the early release days, with the exception of the Wednesday before Thanksgiving (or any other day when the Superintendent may close the district earlier than usual).

ESPs who have completed at least 12 years working in the District may leave after student dismissal duties are completed on 3 Early Release Professional Development Days each year (exact dates will be determined by the Superintendent or designee). ESPs will be required to work the remaining Early Release Professional Development days, one of which will be the

district's Safety Procedures meeting (or an alternate meeting topic to be determined by the Superintendent or designee). The dates of the full Early Release Professional Development workdays will be provided by the Superintendent or their designee by or on the first day of school.

ARTICLE 4. EVALUATION

The parties have created and adopted an evaluation instrument. This instrument and process shall be set forth in a separate document entitled Appendix B of this contract. The parties Evaluation Committee shall meet to review and if necessary modify the evaluation if or when requested by either party. Said committee shall be comprised of 3 unit members, appointed by the Association, and 3 members appointed by the SC, one of whom will be the Superintendent or their designee. The joint committee shall make recommendations to the negotiation team for consideration and possible adoption.

A. Employees shall be evaluated in accordance with the procedures set forth in Appendix B. The evaluation process shall be conducted openly with the full knowledge of the employee. Employees shall be given the opportunity to view a copy of any evaluation report with their evaluator. Under normal conditions, if requested, the evaluator will strive to meet with the evaluatee within ten (10) days of an evaluation. Each employee will have one primary evaluator responsible for determining performance ratings, however, other trained evaluators may provide feedback to the employee and primary evaluator.

B. Employees shall sign each report prior to its placement in their personnel file. It is understood that such signature in no way indicates agreement with the contents thereof. Within ten (10) days after signing, an employee shall have the right to submit a written comment to any evaluation, and any such statement will be affixed to the evaluation.

C. The Evaluator shall provide the employee with oral and written feedback following each observation. Oral feedback will be provided within five (5) school days with written feedback to follow within five (5) school days from receipt of oral feedback.

ARTICLE 5. PROFESSIONAL DEVELOPMENT

A. The Superintendent, from time to time, may require employees to attend specific workshops, conferences or courses on behalf of the Plainville Public Schools. In the case of workshops and conferences the Superintendent shall make arrangements for registration and full payment in advance. With regard to courses, the Superintendent shall reimburse the employee in the amount of one-hundred (100%) percent of the tuition and book charges upon successful completion of the course. Any funds expended for Superintendent required courses shall not be deducted from funds set aside under Section B of this article. In such cases, the Superintendent

shall reimburse the employee in the amount of one-hundred (100%) percent of the tuition charge and book charges upon successful completion of said workshop, conference or course. Successful completion of a course shall be defined as a final grade of B or higher or if a course is Pass/Fail a Passing grade. Proof of attendance shall be provided to the Superintendent.

B. An employee may request to take a particular course/workshop which is applicable to his/her position, subject to the Superintendent's approval. This account will be funded at $4,000 per year. Funds remaining as of April 15th will be distributed to members applying for and successfully completing additional courses/workshops. All requests must be submitted by April 15th. ESPs will receive reimbursement up to $500 for all courses. Course reimbursement will be first come first served until the $4,000 pot is depleted.

C. The Superintendent may pay the reasonable expenses incurred by persons who attend workshops, seminars, conferences, or other professional improvement sessions. Such expenses shall include tuition and books incurred by participants. Prior approval must be obtained from the Superintendent. If the district asks an ESP to participate in a professional learning session outside of their regular work hours, the ESP will be paid at their contractual hourly rate (as determined by their placement on the payscale for that school year).

D. 1. The employer shall prioritize training and professional development for all newly hired employees as well as employees who have transferred within the bargaining unit into a substantially different position or setting. A substantially different position shall be defined as a transfer of two grades or more and a substantially different setting shall be defined as any transfer between the following: a classroom setting, a specialist setting and/or a one-on-one position. The evaluator shall meet with new or transferred employees in both September and October to assess how the new assignment is going and what training the individual employee needs.

2. An employee may request in-district training and/or support applicable to his/her assignment at any time. No reasonable request shall be denied.

E. If an ESP is asked to provide PD, a stipend will be paid. Providing PD should be voluntary and not required. Bargaining unit members who prepare or present professional development on behalf of the district outside of their regular school hours will be compensated at their unit's top hourly step (for that fiscal year) for preparing materials and for presenting professional development. Members will only be compensated for preparation time (not for PD delivery) if the PD is offered during regular working hours. For school day presentations, 1.5 hours of preparation will be paid for every hour of presentation.

A form will be sent to members each fall asking them to indicate interest in providing professional development over the course of the school year. Indicating interest will not guarantee that the member will be asked to provide PD, nor will it commit any member to offer

PD. If a member would like to change their PD status (from what they indicated in the fall), they can do so by contacting their building principal.

ARTICLE 6. PARAPROFESSIONAL ASSIGNMENTS

A. Paraprofessionals who desire a change in assignment or school shall file a written statement of such desire with the Superintendent not later than May 1. As soon as practical and not normally later than the close of school, the Superintendent shall notify said employee of the disposition of the request. In the event that a paraprofessional is reassigned after May 1 the paraprofessional may file a written statement on or before the last day of the school year if they desire a change in assignment or school.

1. Changes to job assignment shall be defined as:
    - Change within grade
    - Change between grade
    - Change between schools

2. The employer shall provide a Master List to the Union on or before the last day of school that details all of the changes in assignment for paraprofessionals. The employer will update the list with any changes over the summer and shall provide the updated list to the Union.

3. The employer shall ensure that the employee's skills are being utilized to best serve the needs of the students. Some of the reasons that might necessitate a change in assignment for a paraprofessional include the following:
    - The school budget
    - Student movement in or out of the District
    - A shift in teacher assignment(s)
    - Retirements or other vacancies and
    - Other conditions that may arise

B. The Superintendent will use reasonable efforts to notify employees of changes in job assignments in a timely manner. The notification will be given on or before May 15. In the event that changes in assignment are necessitated by conditions arising after May 15 or during the summer, notice of each change will be mailed as soon as practical to the employee's permanent home address; all mailing will occur on the same day. In the event that notification(s) are issued while school is in session all affected employees will be notified on the same day. Transfers or reassignment notification, including the reason for the move, will be shared with the member verbally by the Superintendent or their designee prior to receiving written notification of a transfer or reassignment.

C. If a member of this collective bargaining agreement is hired for a temporary position within the Plainville Public Schools and the employee returns to his/her original position at the conclusion of the temporary assignment, he/she shall receive seniority credit for that assignment.

ARTICLE 7. VACANCIES

A. Whenever a unit position is newly created or becomes vacant during the school year, including a position(s) whose hours are held outside the school day, a job posting will be sent via email at least five (5) days in advance of filling any position. Such notice shall be posted within seven (7) calendar days after the Superintendent has declared the vacancy or approved the new position. Such notice shall include a description of the position and its rate of pay.

B. If a vacancy occurs or a new position is created during the summer vacation, notification will be sent to the President of the Association and to all members of the bargaining unit via their school email address.

C. Consideration in the form of an interview will be given to current members of the unit who have applied for any vacant or newly created positions. Unsuccessful candidates will be given notice when positions are filled. The Committee/Superintendent retains the exclusive right to determine and select the candidate who, in their opinion, is the most qualified applicant for the position, regardless of whether the candidate is a member of the bargaining unit or not.

D. All ESPs will be paid at the hourly rate for their assigned unit for enrichment and summer positions in the following manner:

a. Step 4: FY27 and FY28
b. Step 5: FY29

E. All requests shall be acknowledged by a date stamped copy of the application by the Superintendent's office.

ARTICLE 8. PARENTAL LEAVE

A. Employees shall be entitled to an unpaid leave of absence for purposes of parental leave of up to but not more than twelve (12) weeks. Time available for parental leave pursuant to statute, including Mass. Gen. L. Ch. 149, S105D (Mass Parental Leave Act-MPLA) and the Family Medical Leave Act (FMLA), shall be included within the unpaid leave of absence for purposes of parental leave and under no circumstances shall parental leave time be extended beyond 12 weeks.

Birth-giving employees may use accrued sick time during the leave if required and documented by their medical provider. In the event that the employee's personal sick time is depleted, the remainder of their leave will be taken unpaid. The Association acknowledges that the Association and the Committee are subject to the provisions of the FMLA and that the

FMLA shall not increase or decrease the length of leave available to eligible employees under this section. This section shall not be subject to the parties' grievance and arbitration procedure.

ESPs (birth parents and non-birth parents) who have completed at least two full calendar years of service in the Plainville Public Schools by the date of the birth/adoption will be eligible for two (2) weeks of district-paid leave, regardless of medical need, and these two (2) weeks will not be deducted from their personal accrued sick time. If both parents work for the District, they shall be eligible for up to two (2) weeks of this paid time in the aggregate. The two (2) district-paid weeks will commence on the date of the birth/adoption and must be taken on a continuous basis and not intermittently; they may not be saved or added to any employee's personal sick leave accrual.

The district-paid leave (up to 2 weeks) will run concurrent with any FMLA leave and will not extend the time of an FMLA leave beyond the twelve (12) weeks noted above. For ESPs who have given birth and have a medical note for recovery, the district-paid two (2) weeks will constitute the first two (2) weeks of that recovery period, and will not extend any ESPs leave beyond the twelve (12) week total allowed.

ARTICLE 9. SICK LEAVE

A. Sick Leave with pay shall be granted in accordance with the provisions of this Article to each employee when the employee:

1. Is incapacitated for the performance of his/her duties by illness or injury.

2. Would jeopardize the health of others by his/her presence on duty because of exposure to a contagious disease.

3. a. Is required to give bedside or household attention to his/her spouse, child, parent, sibling, or other member of his/her immediate household who is seriously ill. The sick leave, which is granted in these cases, shall not exceed a maximum of fifteen (15) days in a school year.

   b. In the event that additional days, beyond the maximum of fifteen (15) days in school year, are needed, the employee may submit a written request to the Superintendent for consideration. The decision of the Superintendent shall be final and at no time shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

   c. It is understood that these days are part of the employee's regular, accumulated sick leave.

B. 1. All employees shall be entitled to fifteen (15) days of sick leave with full pay in each school year. Sick leave may be accumulated to a maximum of one hundred eighty-two (182) days.

2. An employee's accumulated sick leave shall not be reduced unless the employee utilizes all fifteen (15) sick leave days the employee was granted at the beginning of the school year.

C. Where an employee is absent for five (5) or more school days, the principal or Superintendent retains the right to require that the employee provide a satisfactory doctor's note stating that the employee is fit to return to work before the employee may return to work. At the principal or Superintendent's discretion, the failure to produce such evidence within three days of the request may result in the denial of sick leave for the period of absence and may be grounds for discipline up to and including dismissal.

D. The Association acknowledges that the Association and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

E. <u>Sick Leave Bank</u>

1) Effective July 1, 2004, a Sick Leave Bank was established for use by members whose sick leave accumulations have been exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

2) If at any time the Sick Leave Bank falls below forty-one (41) days, the bargaining unit members will each deposit one (1) day in the Sick Leave Bank at that time. If this occurs at a point in the school year where an employee has zero sick days remaining, that employee will deposit one (1) day in the Sick Leave Bank at the beginning of the next school year. If at the beginning of a school year the Sick Leave Bank falls below sixty-one (61) days, one (1) day will be deducted from each member of the unit on September 1st of that school year.

3) The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members. They are the Superintendent of Schools, a member of the bargaining unit designated by the bargaining unit, and a member of the School Committee.

4) Application for benefits shall be made in writing to the Sick Leave Bank Committee through the Superintendent's office accompanied by a doctor's certificate as to the need for recovery time for the illness. This certificate shall provide a diagnosis and estimated recovery time. To facilitate its decision-making process in deciding whether to grant sick leave days beyond the initial twenty (20) day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume the costs of such an examination.

5) The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Bargaining unit members shall not become eligible for more than an initial grant of twenty (20) days in any school year until the September 1st following the completion of two (2) consecutive years of employment.

6) The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal, or to the grievance and arbitration process.

7) Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargain agreement on the same basis as other bargaining unit members.

8) a. All accumulated sick time of any departing employee will be automatically deposited into the Sick Leave Bank upon the time of that employee's departure.

   b. The Association will receive a Sick Leave Bank update to be provided each fall when the seniority list is updated and shared (see p. 16 of contract).

ARTICLE 10. ALCOHOL AND DRUG ABUSE

The School Committee agrees to comply with the ADA with respect to drugs and alcohol issues.

ARTICLE 11. PERSONAL LEAVE

Employees shall be provided with three (3) days of absence annually (or four {4} days for employees who have completed 12 or more years of service in the district) for religious, personal, legal, business, household or family matters which require absence during school hours. The specific nature of the urgent family or business obligation need not be disclosed by the person making the request. An employee's third day (or fourth day for those who have completed 12 or more years of service in Plainville) of personal leave may not be used for vacation purposes. Personal days might not be granted on the days before or after a vacation period. Application for personal leave must be submitted via the district's time management portal, requested at least forty-eight (48) hours before taking such leave and must be approved by the employee's Supervisor or the Superintendent. Personal days shall not accumulate from year to year; however, any unused day(s) may be added to the number of accumulated sick days.

ARTICLE 12. BEREAVEMENT LEAVE

A. ESPs shall be entitled to a minimum of three (3) days and a maximum of five (5) days leave with pay in the event of a death in the employee's family. The exact length of time shall

depend upon the circumstances of each case, including, but not limited to, relationship of the parties, geographical limitations, and transportation difficulties. The Superintendent shall have discretion to establish the number of days and shall in his/her sole discretion allow additional days for just cause.

B. For purposes of this Article, employee's family shall include husband, wife, child, parent, brother, sister, step-children, step-parent, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, first cousin, niece, nephew or any other member of the employee's immediate household.

C. In extenuating circumstances, funeral leave may be granted and/or extended at the discretion of the Superintendent. Said decision shall be final and not subject to the grievance and arbitration procedure. Funeral leave shall not accrue from year to year.

ARTICLE 13. OTHER LEAVES

A. The Superintendent may grant an employee who has used up his/her accumulated sick leave, a leave of absence without pay, for up to one (1) school year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

B. The Superintendent may grant to an employee, a leave of absence without pay or increment, of up to one (1) year for the purpose of caring for a sick member of the employee's immediate family or other reason.

C. Employees covered by the Contract who are duly qualified representatives of the Plainville Education Association, the Massachusetts Teachers Association, or the National Education Association may, at the sole discretion of the Superintendent, be allowed to attend conferences and conventions sponsored by said associations. This leave shall be with pay, but without reimbursement for expenses by the Committee, and will be considered a Personal Leave Day.

ARTICLE 14. JURY DUTY

A. A Unit Member shall continue to receive his/her regular salary while serving on a jury. Any per diem compensation received from the court for jury service on a workday must be endorsed over to the School Department.

ARTICLE 15. GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance - A grievance is a dispute over the interpretation or application of any provisions of this Contract.

2. Grievant - A grievant may be either an individual, employee, a group or class of employees, or the Association.

3. Days - Days shall mean school days except during the summer recess when days shall mean when the Administrator involved is scheduled to work.

B.

1. All grievances shall specify the nature of the grievance; article or articles violated, and remedy sought.

2. An employee may present a grievance to the employer and have such grievance heard without the intervention of the Association. However, the Association must be afforded the right to be present at all grievance hearings, and no settlement inconsistent with the terms of the Contract may be affected.

3. If at the end of fifteen (15) workdays next following the occurrence of any grievance or the date of its first knowledge by any employee affected by it, said grievance has not been presented at Level 1, the grievance shall be deemed waived; and any grievance in course under such procedure shall also be deemed waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in this procedure.

C. The purpose of Grievance Procedure is to produce prompt and equitable solutions to those problems, which from time to time may arise. The Committee and the Association desire that the stated Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Level One - Principal or Director

A grievant shall present his/her grievance in writing to the appropriate Principal or Director within fifteen (15) workdays of the occurrence of any grievance, or the date of first knowledge of its occurrence by any party affected by it. The Principal or Director shall meet with the aggrieved within five (5) workdays of receipt of such grievance and render a written decision to the grievant within five (5) workdays of such meeting.

Level Two - Superintendent

If the grievance has not been resolved at Level One to the satisfaction of the aggrieved, the decision may be appealed to the Superintendent within ten (10) workdays of receipt of such decision. The Superintendent shall meet with the aggrieved to discuss the allegations within five (5) workdays of receipt of the written appeal and render his/her decision in writing within five (5) workdays of such meeting.

Level Three - School Committee

If the grievance has not been resolved at Level Two to the satisfaction of the aggrieved, the aggrieved may appeal such decision to the School Committee within ten (10) workdays of receipt of the Level Two decision. Level Three is available for grievances, which concern matters, which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. The Committee, through the Superintendent and the School Committee, shall determine if Level III applies to the grievance. If Level III is not applicable, Level IV will apply after Level II. Within fifteen (15) workdays of said meeting, a written response will be sent to the grievant.

Level Four - Arbitration

A. If the grievance has not been resolved at Level Three to the satisfaction of the Association, or, if Level Three is not applicable and the grievance has not been resolved at Level Two to the satisfaction of the Association, the Association may, by giving written notice to the School Committee within fifteen (15) workdays after receipt of the decision at Level Three present the grievance for arbitration to the American Arbitration Association in accordance with their rules. The Arbitrator's decision will be final and binding and in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues as submitted by the parties.

B. The Arbitrator is without authority to render a decision, which requires the commission of an act, prohibited by state or federal law or violation of the terms of this Agreement.

C. All costs for the services of the Arbitrator shall be borne equally by the parties, except the moving party shall pay the filing fees of the American Arbitration Association.

D. Miscellaneous:

1. A grievance, which shall affect a group or class of employees of the Association, may be initiated at Level Two.

2. No written document or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Plainville.

3. The time limits herein may be extended in writing by mutual agreement of the parties.

4. All grievance discussions, presentations, responses, etc., from Level Two and on shall take place after the close of the employee's workday.

ARTICLE 16. DUES DEDUCTION

A. The Committee accepts the provisions of General Law, Chapter 180, Section 17C, and in accordance therewith shall certify to the Treasurer of Plainville all payroll deductions for the payment of dues to the Association duly authorized by individual -employee covered by this Contract. The Committee agrees to make deductions from payment of salary of any employee as

specified in writing by such employee concerning credit union transactions, as provided in General Law, Chapter 149, Section 179B.

B. The Association shall indemnify, defend and save the Committee harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by the Committee for the purpose of complying with this Article.

ARTICLE 17. TAX SHELTERED ANNUITIES

A. The Committee shall enter into a written agreement with any employee, upon request, for the purchase of any annuity contract pursuant to General Law, Chapter 71, Section 37B consistent with the practice of other school department employees**.** All participant fees incurred so as to comply with IRS regulations shall be borne by the Plainville School District.

ARTICLE 18. PROTECTION

A. Employees shall immediately report in writing all cases of assault suffered by them in connection with their employment during school hours or school sponsored activities. Said report shall be delivered to the Superintendent.

B. The Superintendent shall comply with any reasonable request from the employee for information in their possession relating to the incident or the persons involved. The copy of the final report shall be given to the employee.

C. If civil proceedings are brought against an employee alleging that the employee committed an assault and battery in connection with his/her employment, during school hours or school sponsored activities, the employee may request the Committee to furnish legal counsel to defend him/her in said proceedings. Any decision to furnish legal counsel shall be at the sole discretion of the Committee.

ARTICLE 19. REDUCTION IN FORCE

A. Positions to be eliminated shall be at the sole discretion of the Committee.

B. Should the Committee decide to reduce the number of employees, it shall make every effort to accomplish said reductions by attrition.

C. Relative to layoff, the Superintendent will only take into account seniority, training, which shall include professional development activities, and past performance.

D. Any employee hired as full-time substitute for a position he/she is then appointed to as a permanent employee will receive seniority credit for the substitute period. The awarding of

seniority credit for substitute service shall only occur when said employee moves from substitute to permanent employee in the same position without interruption.

E. Seniority shall mean an employee's total continuous length of service in years, months, and days from the initial date of employment by Plainville within this recognition clause. Seniority will be total time as an instructional paraprofessional, tutor or special education assistant.

F. The Superintendent will forward to the Association a seniority list within thirty (30) days of the execution of this agreement.

1. If no challenge to the list is made by the Association within thirty (30) days of receipt of this list, the list stands as written.

2. An updated list will be provided each year within thirty (30) days of the beginning of the school year, and the Association will have thirty (30) days to challenge the list.

G. Employees to be laid off shall be notified in writing within 5 working days after the annual town budget is finalized (at Town Meeting, but no later than June 15).

H. Employees rehired after layoff under this paragraph within their category shall be credited with such salary and fringe benefits, as they were entitled to at the effective date of their layoff. Employees rehired within two years of a layoff will return to the seniority list at their previous level of service and seniority.

I. For a period of one academic year laid off employees will be kept on a recall list and given first preference for new or open positions and sent notification for all vacancies. Recall of laid off employees will be in inverse order of layoff.

J. Under this Article, the position of full and part-time employees shall not be interchangeable.

The bargaining unit is divided into three job categories:

Unit A <u>Instructional Paraprofessionals</u>

Unit B <u>Title I Tutors</u>

Unit C Specialized/Licensed Assistants: includes Speech-Language Therapy Assistant (SLA), Certified Occupational Therapy Assistant (COTA), Applied

Behavioral Analysis Assistant (ABA) and Registered Behavior Technician Assistant (RBT)

ARTICLE 20. HEALTH INSURANCE

A. The group health insurance, including the services of health maintenance organizations, and group life insurance provided by the Town of Plainville for its employees shall be available to employees of the Committee who advise the Business Office in writing that they desire to participate in such insurance programs.

B. If, during the duration of this Agreement, the Town of Plainville shall increase the percentage of the premiums the Town now pays for such group health and group life insurance and/or shall increase the amount of group life insurance made available to employees, such increases and/or dental insurance plan shall be passed on to employees of this bargaining unit without the requirement of any further collective bargaining.

C. An employee that opts out of a family health insurance plan provided by the town, shall be compensated at the rate of four thousand ($4,000) dollars per year for every year they opt out of the town's health insurance plan. An employee that opts out of an individual health insurance plan provided by the town, shall be compensated at the rate of eighteen hundred ($1,800) dollars per year for every year that they opt out of the town's health insurance plan. In order to qualify for this payment an employee must provide evidence of insurance coverage from another provider. This opt-out payment is funded entirely by the town, and will only be available to the extent that the town of Plainville offers it to any employees.

ARTICLE 21. GENERAL

Probationary Period: The first ten (10) months of continuous employment of an Employee shall constitute his/her probationary period. No layoff of an employee made during his/her probationary period, and no disciplinary action, including suspension, demotion or discharge, taken against an employee during said period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

Association Membership: The Committee shall not discipline or discharge an employee without just cause.

Worker's Compensation: Whenever an ESP is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment, they will be paid their full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such workers' compensation without any deduction from the employee's sick leave.

Substituting: On occasion the principal may require the paraprofessional to cover a classroom for a short period of time as part of their duties.
When needed, paraprofessionals may be called upon to substitute for a classroom teacher for a full day. In the event the substitute services of a Paraprofessional is required for a full day, that Paraprofessional shall receive sixty ($60.00) dollars over and above their regular day's salary for such service. In addition should it become necessary for a paraprofessional to serve as a substitute for less than a full day, that paraprofessional shall receive thirty ($30.00) dollars over and above their regular day's salary for providing coverage of at least two (2) hours but no more than four (4) hours cumulatively. In the event a paraprofessional substitutes for a teacher(s) for over four (4) hours (cumulative in one school day), the paraprofessional will be compensated at the full day rate of sixty ($60) dollars.

The employer recognizes that when a teacher is absent, the paraprofessional assigned to that classroom or building might be the best substitute. In recognition of that, the employer and the union seek to establish a system that utilizes paraprofessionals as full day substitutes when a teacher is absent. This is a voluntary system so no paraprofessional will be forced to be a substitute for a teacher if he or she does not desire to do so. The employer agrees to provide a substitute paraprofessional (subject to the availability of substitutes) if the regular paraprofessional is substituting for the teacher. If a paraprofessional is not interested in serving as a substitute over the course of the school year, that individual must inform the building principal in writing of this decision by September 15 of each new school year. If a paraprofessional opts out of substituting for the school year, the employee can change this status at any time over the course of the school year by informing the building principal in writing. When an ESP has been asked to leave their assigned post to substitute for a teacher, the ESP is not responsible for obtaining coverage for their regularly assigned ESP duties if those duties conflict with the new assignment they have been given.

Long-term Substitute Compensation:
Paraprofessionals who apply to serve as a long-term substitute will be compensated at an additional $50 per day (over their daily para compensation) for the first 19 days of the position, at which time the rate will increase to the district's long-term substitute daily rate. If the paraprofessional's hourly rate plus $50 per day exceeds the rate of a long-term substitute, the paraprofessional will be paid the higher rate. Paraprofessionals who are hired as a long-term substitute will maintain all benefits of their paraprofessional job and will be entitled to return to a paraprofessional position within the district at the conclusion of the long-term substitute assignment.

Report Cards/Conference Preparation:
Paraprofessionals who serve as long term substitutes during months where report cards are prepared and/or conferences are held will be compensated as follows:

a. Up to 10 hours in Nov/Dec (or the months associated with Term 1 report cards and conferences) at the rate of $45 per hour for report card preparation and

parent/teacher conferences

b. Up to 10 hours in March (or the months associated with Term 2 report cards and conferences) at the rate of $45 per hour for report card preparation and parent/teacher conferences
c. Up to 5 hours in June at the rate of $45 per hour for report card preparation

Reprisals:
There will be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association or any other employee organization or participation in their activities.

Disciplinary Actions: Nothing in this Article shall affect the right of the School Committee to refuse to renew the employment of an education support professional for any subsequent school year, provided that written notice of non-renewals is provided within five (5) working days after the annual town budget is finalized but no later than June 15. The employer shall provide written notice of the reason(s) for the non-renewal such as budget, change in student needs, change in teacher assignments, or change in number of classrooms, etc.

ARTICLE 22. LONGEVITY

1. **ARTICLE 22. LONGEVITY .** The following additional sum shall be added in the first payroll of their anniversary month to the base salary of each employee who has completed a minimum number of years of service within the Plainville School System as follows:

Years	FY27	FY28	FY29	Additional Longevity Benefits For Employees Who Have Completed 12 Years of Service
10	$750	$1,200	$1,200	N/A
12	$1,000	$1,300	$1,300	● May leave after dismissal duties on 3 predetermined ER PD days (see Article 3C for further description) ● Must work a full day on remaining ER PD days (see Article 3C for further description), one of which must be the district's annual safety meeting ● Will have access to 4 personal days per year (see Article 11 for personal day description)
15	$1,000	$1,400	$1,400	
20	$1,000	$1,500	$1,500	
25	$1,000	$1,600	$1,600	
30	$1,000	$1,700	$1,700	

Any full time employee of the Plainville Public Schools who moves to the ESP unit will be allowed to maintain their years of service in the Plainville Public Schools and apply any accrued years towards a longevity stipend as outlined above.

ARTICLE 23. SPECIAL EDUCATION MEETINGS

A. Unit members attending Special Education meetings before or after their regular work hours shall receive, at the member's option, either pay at their hourly rate or compensable time. This must be approved in advance of the meeting by the Director of Student Services on the appropriate form.

ARTICLE 24. JOINT LABOR/MANAGEMENT COMMITTEE

During the school year the Superintendent, Administrative Team, and a School Committee Representative agree to meet on a quarterly basis with representatives of the Plainville Education Association-Teachers and Education Support Professionals at a mutually agreed upon date and time in order to facilitate communication among the parties. A meeting schedule will be made prior to the end of the second week in September with the first meeting to be held each year in October.

ARTICLE 25. DURATION

A. This Agreement shall become effective on July 1, 2026, and shall continue in force and effect to and including June 30, 2029

B. IN WITNESS WHEREOF, the parties to this Agreement have caused these presence to be executed in duplicate by their respective representatives hereunto duly authorized, and their seals to be affixed hereto as of the date first above written.

FOR THE PLAINVILLE SCHOOL COMMITTEE

_____ _____
Shannan Kerrigan, Chair Date

_____ _____
Kristen Conrad Garrity, Vice-Chair Date

FOR THE PLAINVILLE EDUCATION ASSOCIATION
EDUCATION SUPPORT PROFESSIONALS

_____ _____
Linda Kavanah, Co-President Date
Plainville Education Association

_____ _____
Kristen Espenhain, Co-President Date
Plainville Education Association

_____ _____
Denise Nado, Representative Date
Education Support Professional

_____ _____
Patricia Fitzgerald, Representative Date
Education Support Professional

_____ _____
Linda Leger, PR&R chair Date
Teacher

APPENDIX A - SALARY

Wage Tables: Unit A members are hourly employees: the yearly salaries are based on the employee being paid for 6.75 hours per day for 182 days. ***Circumstances may arise where an ESP's yearly salary does not match the salary chart, i.e. beginning employment after the start of the school year, deduct days, stipends, longevity etc.***

Unit A-Instructional Paraprofessionals

FY27 UNIT A			
STEP	FORMER STEP	HOURLY RATE	ANNUAL SALARY
1	1,2,3	$22.19	$27,260.42
2	4	$23.18	$28,476.63
3	5	$24.20	$29,729.70
4	6	$25.27	$31,044.20
5	7	$26.13	$32,100.71
6	8	$28.66	$35,208.81

FY28 UNIT A			
STEP	FORMER STEP	HOURLY RATE	ANNUAL SALARY
1	1,2,3	$22.94	$28,181.79
2	4	$23.93	$29,398.01
3	5	$24.95	$30,651.08
4	6	$26.02	$31,965.57
5	7	$26.88	$33,022.08
6	8	$29.66	$36,437.31

FY29 UNIT A			
STEP	FORMER STEP	HOURLY RATE	ANNUAL SALARY
1	1,2,3	$23.69	$29,103.17
2	4	$24.68	$30,319.38

3	5	$25.70	$31,572.45
4	6	$26.77	$32,886.95
5	7	$27.63	$33,943.46
6	8	$30.86	$37,911.51

Unit B and C-Tutors, Specialized/Licensed Assistants, includes Speech-Language Therapy Assistant (SLA), Certified Occupational Therapy Assistant (COTA), Applied Behavioral Analysis Assistant (ABA) and Registered Behavior Technician Assistant (RBT). **Unit B and C members are hourly employees: the yearly salaries are based on the employee being paid for 6 hours per day for 182 days**. ***Circumstances may arise where an ESP's yearly salary does not match the salary chart, i.e. beginning employment after the start of the school year, deduct days, stipends, longevity etc.***

FY27 UNIT B & C			
STEP	**FORMER STEP**	**HOURLY RATE**	**ANNUAL SALARY**
1	1,2,3	$30.91	$33,753.72
2	4	$32.28	$35,249.76
3	5	$33.71	$36,811.32
4		$35.20	$38,438.40
5		$36.77	$40,152.84
6		$39.15	$42,751.80

FY28 UNIT B & C			
STEP	**FORMER STEP**	**HOURLY RATE**	**ANNUAL SALARY**
1	1,2,3	$31.66	$34,572.72
2	4	$33.03	$36,068.76
3	5	$34.46	$37,630.32
4		$35.95	$39,257.40
5		$37.52	$40,971.84
6		$40.15	$43,843.80

FY29 UNIT B & C			
STEP	FORMER STEP	HOURLY RATE	ANNUAL SALARY
1	1,2,3	$32.41	$35,391.72
2	4	$33.78	$36,887.76
3	5	$35.21	$38,449.32
4		$36.70	$40,076.40
5		$38.27	$41,790.84
6		$40.90	$44,662.80

To be eligible for step increase in the subsequent fiscal year, an employee must have a start date on or before January 1st.

Any ESP who has been hired to work during the school day as an RBT and who possesses an RBT certification will receive a $250 stipend annually. This benefit will not apply to any unit member who possesses the RBT certification but is not working in the district as an RBT. This stipend will be paid no earlier than May of each year.

Mileage:

When directed by the Superintendent to travel for school business, said members will be reimbursed. The per mile reimbursement will be reviewed and changed annually based on the town rate as long as it does not fall below the IRS rate.