



COLLECTIVE BARGAINING AGREEMENT

Unit C: Paraprofessionals & School Related Personnel

2022-2025

An Agreement Between
Peabody School Committee
And
Peabody Federation of Teachers

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Preamble

This Agreement entered into by the City of Peabody, hereinafter referred to as the Employer, and Local 1289 AFT, AFL-CIO, hereinafter referred to as the Union, has its purpose the promotion of harmonious relations between the Employer and Union, the establishment of an equitable and peaceful procedures for the resolution of differences, and the establishment of wages, hours, standards of productivity and performance, and any other terms and conditions of employment.

Article I: Federation Recognition & Jurisdiction

A. Federation Recognition

1. The Committee recognizes the Federation as the exclusive bargaining representative for all Paraprofessionals employed by the Peabody School Committee in the following categories:

All persons working as Paraprofessionals and the following classifications, Braillist, Certified Occupational Therapist Assistants (COTA), Computer Resources Specialist (CRS), Library Paraprofessionals, Physical Therapist Assistants (PTA), Speech-Language Pathologist Assistants (SLPA) and Sign Language Technical Assistant (SLTA). Said Unit is designated "Unit C" pursuant to the Certification of the Massachusetts Labor Relations Commission in Case No. MCR-909, dated July 11, 1972.

2. There shall be established a Labor Management Committee which will, in conjunction with Unit A will determine the appropriate step and pay scale for Certified Occupational Therapist Assistants (COTA), Physical Therapy Assistants (PTA) and Speech Language Pathologist Assistants (SLPA) when said positions are included in Unit A.

B. Jurisdiction: The Jurisdiction of the Federation shall include those persons now or hereafter employed as Paraprofessionals.

C. Eligibility: All Paraprofessionals must meet the guidelines established by the No Child Left Behind (NCLB) Act of 2001, Paraprofessional requirements as set by the United States and Massachusetts Department of Education (Appendix B).

D. Definition of Paraprofessionals: When referred to herein, the term Paraprofessionals shall include all employees employed in the position categories as contained in Section A.

Article II: Compensation

A. Basic Salary Schedule

1. The salaries of the members of the bargaining unit are set forth in Appendix A, which is attached to, and made part of, this Agreement.
2. Bargaining Unit Employees will be paid on a bi-weekly basis.
3. Effective the 2023-2024 school year, employees shall be paid via twenty-one (21) consecutive pay periods between September 1st and June 30th.

B. Salary Placement

1. **Placement:** Newly employed Paraprofessionals, who are employed in a position category providing for salary steps, shall be initially at the entrance level step for that position, excepting for those employees who have prior experience as a Paraprofessional in the area for which they are employed or who has passed the Para Pro Exam. Such employees shall be initially placed at the step commensurate with that experience and degree. The Associate Degree or Bachelor Degree must be from an accredited program.
2. **Step Movement:** A Paraprofessional showing proof of becoming Highly Qualified or earning a degree from an accredited program beyond their present degree will be advanced to the appropriate placement on the salary scale.

C. **Holiday Pay:** All bargaining unit personnel shall receive a day's pay based upon said employees' regular number of hours worked each day for each of the following seven (8) holidays: Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day.

D. **Pay for Additional Responsibilities:** In the event that during a school day a Paraprofessional is required to work in a classroom with no teacher present, the following shall apply:

1. Paraprofessionals, who work in excess of sixty (60) minutes per day, in not less than twenty (20) minutes intervals, will be paid retroactively to the commencement of such work at the time and one half hourly rate. It is the intent of the School Committee not to utilize Paraprofessionals in such a manner as to defeat or circumvent the terms of this provision.
2. A Paraprofessional who is required to substitute for a teacher during a full teacher work day will be paid an additional sixty (\$60) dollars for such whole work day.

E. Career Recognition Award

1. Paraprofessionals shall be granted an annual career recognition award, payable in December of each year, as follows:

Years of Service	20 Hours or More/Week	Less than 20 Hour/Week
5 Years	\$500	\$300
10 Years	\$1,000	\$600
15 Years	\$1,500	\$900
20 Years	\$2,000	\$1,200
25 Years	\$2,500	\$1,500

2. The Career Recognition Award shall be applicable to those employees for continuous years of service for the Peabody Public Schools.

F. **Registered Behavior Technicians:** Employees who become certified (i.e. coursework and certification test) as Registered Behavior Technicians (RBTs) shall receive a two thousand dollar (\$2,000.00) annual differential.

1. Employees must notify the Employer of their certification prior to January 1st of a given school year in order to begin receiving the differential.

2. Employees shall be compensated at their hourly rate for hours used towards RBT certification, unless they will receive the RBT differential during that same school year.
3. It is understood that RBT certification represents a specialized certification. Paraprofessionals holding this certification will have priority for substantially sperate classroom assignments as well as Extended School Year (ESY) positions. All transfers into positions must be mutually agreed upon by the impacted employee and the Superintendent.
4. The Employer shall begin paying out the differential to qualified employees during the 2023-2024 school year

G. **Educational Differentials:** The following differentials shall be paid to employees based on their level of education. Educational Differentials shall be paid in January of each school year

Educational Levels	Differential
ParaPro Certified	\$200
Associates Degree	\$300
Bachelors Degree	\$400

Article III: Working Conditions

A. Work Day & Work Year

1. For the 2022-2023 school year, the work year for paraprofessionals shall consist of the one hundred eighty (180) student days. Beginning in the 2023-2024 school year, the work year for paraprofessionals shall consist of the one hundred eighty (180) student days plus two (2) professional development days. The Professional development day shall be held prior to the commencement of the student year.
2. Full-time Paraprofessionals will attend and complete six (6) hours of training and part-time Paraprofessionals will attend and complete three (3) hours of training provided by the district on one (1) day during the school year. (Typically the November Election Day). All Paraprofessionals must be present for the full amount of time in order to get paid, and will be required to sign In and sign out as proof of attendance.
3. Lunch monitors shall be employed for not less than two (2) hours per day. Lunch monitors do not fall under the No Child Left Behind (NCLB) training requirements.

B. Seniority

1. Seniority is defined as length of continuous service as a Paraprofessional in the Peabody School System. An employee shall be placed on the seniority list after completing a six (6) month probationary period, with seniority effective the date the employee was hired.
2. Each year by the end of November, the Superintendent shall post on all bulletin boards a seniority list showing the date of hire of each employee. A challenge to placement on the list shall be deemed waived unless grieved within ten (10) working days from the date of posting.

3. An employee's seniority shall be deemed broken by termination of employment, failure to return to work within five (5) days after a leave of absence or an unauthorized leave of absence.
4. A layoff is defined as a reduction of Paraprofessionals in the course of a given school year. When an employee is to be laid off due to a reduction in the work force during the school year, he/she shall be permitted to exercise his/her seniority rights to replace a paraprofessional with less seniority provided he/she is fully qualified to perform the work. Within this context full-time employees may replace part-time employees but part-time employees may not replace full-time employees. Employees shall retain the right to recall from layoff according to seniority for not more than two (2) years from date of layoff. No new employees in the bargaining unit shall be hired until all qualified employees with recall rights who are capable of performing the work have been recalled. Employees shall receive notification of a layoff on or before June 15th.

C. Evaluation of Paraprofessionals

1. The Committee reserves the right to evaluate the performance of Paraprofessionals for the purpose of making individual decisions on annual reappointment, for the purpose of determining whether the Paraprofessional program should be maintained, discontinued, modified or expanded, or for any other purpose.
2. The parties will use the evaluation tool attached as Appendix C. All current paraprofessionals in the Peabody school system will be evaluated only one (1) time per year in May/June. All new paraprofessional employees hired by the District will be evaluated two (2) times per year, December/January and May/June, through their first two (2) years of employment.
3. All new evaluations are to be in writing and a copy given to a paraprofessional. The evaluator shall meet with the paraprofessional to discuss the evaluation and to render constructive assistance. By signing the evaluation report, a paraprofessional is not necessarily agreeing to the content but rather is acknowledging receipt of a copy of the report. A written rebuttal by the paraprofessional may be attached to the evaluation.
4. A Paraprofessional not satisfied with the performance evaluation shall be granted an appointment to discuss the report with the Department Head or Principal. In no event shall the evaluation report be subject to the grievance and arbitration procedure except for employees with three (3) or more years of continuous service.

D. Paraprofessional Programming

1. Every effort will be made to notify the Paraprofessional within the first week of August as to the day the Paraprofessional is to return to school. The Committee shall endeavor to assign Paraprofessionals to tasks they are capable of performing, both non-instructional and instructional, to wit: the Paraprofessionals report to the Principal of the School. Their duties include working with the teachers in the classroom or reading machines and audiovisual equipment. They supervise recesses and lunch periods. They may do the teacher's attendance registers and correct books and work sheets. They may also do copying and perform other clerical functions.
2. Special educational Paraprofessionals are expected to perform all functions relating to special education, special needs, and/or handicapped children within the individual school.
3. Due to the nature the classroom that the paraprofessional may be placed in, in order for the

paraprofessional to be successful, specialized training may have to be acquired. The District will offer the training either on school time or if not, the paraprofessional will be compensated at the hourly rate. The training must be accomplished prior to or within the first month of employment in the position or as soon thereafter as possible.

4. CPI training (crisis prevention intervention training) must be successfully completed in the Paraprofessionals first year and maintained by all paraprofessionals on a bi-annual basis. The training will be offered by the District after the regular school day. Paraprofessionals will not be compensated for their training, but upon successful completion of the initial CPI training will receive a two hundred and twenty-five (\$225.00) stipend. Upon the successful completion of the maintenance CPI training, the paraprofessionals will receive a two hundred dollar (\$200) stipend. Paraprofessionals who, although trained have made a good faith attempt to intervene in a crisis situation but are unable to do so, shall not have any discipline imposed upon them.

E. Damage or Loss of Property

1. The Committee reserves the right, to the extent permitted by law, to reimburse a Paraprofessional for damage, or loss of clothing or personal property, suffered by a Paraprofessional who has not been negligent while on duty in school, to the extent not otherwise covered by insurance up to a maximum of \$100, in any instance.
2. The Committee reserves the right to indemnify paraprofessionals in accordance with General Laws Chapter 41, Section 100C.

F. **Dignity & Respect:** The parties agree to act, at all times, in such a manner as to assure proper dignity and respect to each other.

G. **Access to Technology:** All employees shall be provided with sufficient and equitable access to technology and technology training in order to properly perform their job responsibilities, such as assisting students complete work on Chromebooks, and contractual employment obligations, such as viewing evaluation materials on Frontline. This shall include the ability to use school technology in order to take part in RBT Certification.

Article IV: Discharge

An employee who has completed a six (6) months-probationary period shall not be disciplined or discharged except for just cause. It is understood that all employees covered by this Agreement are subject to annual reappointment. Failure of reappointment does not constitute discharge except in the case of employees with four (4) or more years of continuous service as Paraprofessionals or in the case of employees with three (3) or more years of continuous service as Paraprofessionals who have attained 9 credit hours in Paraprofessional related courses which courses have been approved by the Superintendent. It is further understood that the elimination of the Paraprofessional program in whole or in part shall not constitute "discharge" hereunder.

Article V: Transfers, Assignments & Vacancies

A. Transfers and Reassignments

1. The Superintendent reserves the right to assign and transfer all Paraprofessionals to positions and building throughout the school year in a manner, which in his/her judgment is in the best interest of the Peabody School System.

2. The School District agrees to consider the seniority convenience and wishes of the individual Paraprofessionals in the determination of reassignments and transfers and agrees not to assign new Paraprofessional employees to a vacancy until all transfer requests have been considered. It is expressly agreed and understood that the School District agrees to post an initial vacancy and is under no obligation to post vacancies arising from the transfer of a bargaining unit employee to the initial vacancy. During the school year, all transfers of Special Education Paraprofessionals must be approved by the Superintendent.
3. When a reduction in the number of Paraprofessionals is necessary, qualified volunteers in the school will be considered first for transfer or reassignments. If one, or more than one, employee becomes subject to involuntary transfer, the employee with the least system wide seniority shall be subject to involuntary transfer or reassignment.
4. Any involuntary reassignment or transfer shall be made only after a meeting between the Paraprofessional involved and the Superintendent, and/or his designee, at which time the Paraprofessional shall be notified of the reasons for the reassignment or transfer.

B. Vacancies

1. When a vacancy occurs in a Paraprofessional position and the School District intends to fill such a vacancy, the Administration shall advertise and post the position. All posting will be in each school and on the District website for a period of ten (10) days and consist of a notice of said vacancy showing salary, location and assignment. During the summer months, the Administration will provide a copy of any vacancy notice to the Chairperson of the Paraprofessionals.
2. A vacancy shall be filled by an applicant within the Peabody School system, if his qualifications and experience for the position are substantially equal to those of other applicants.
3. Where more than one Paraprofessional applies for a promotional position vacancy, and if other factors are relatively equal, then seniority shall be the determining factor.
4. Nothing in this Agreement shall prevent the School District from making acting appointments until the positions can be filled with permanent appointment as provided in this Agreement.

Article VI: Leaves of Absence

A. Sick Leave

1. Employees shall be granted thirteen (13) days sick leave with pay per year, accumulative to ninety (90) days. An employee is allowed to use a sick day for illness of a family member. A family member shall include a spouse, child, parent or dependent.
2. An employee who is absent because of personal injury arising out of and in the course of his employment, shall be credited with sick leave in addition to that credited to him at the time of his injury. The additional sick leave shall be equal in duration to that period of his absence. The employee may take such of his additional sick leave allowance as, when added to the amount of any weekly Workmen's Compensation disability allowance actually received will result in the payment to him of his full salary.

3. Prior to September 15 of each year, the Committee shall send each Paraprofessional written notice stating his/her accrued sick leave.
4. Pay for sick leave will be made for actual time lost from work, at the employee's regular rate of pay. If illness occurs at a time when work is not scheduled, payment will not be made.
5. Requests for sick time shall be made pursuant to Peabody Public Schools policy.

B. Funeral Leave

1. Five (5) days shall be allowed for the death in the immediate family without any deduction for the regular sick leave allowance. Immediate family shall include parent, sister, brother, grandparent, spouse, child, grandchild, and parent of either spouse or person in the household for whom the employee has primary responsibility. Two days shall be allowed, without any deduction from the regular sick leave allowance, for the death of the aunt, uncle, niece, or nephew of the employee or employee's spouse.
2. In the event of the death of an employee, the school of which the deceased was a staff member will remain closed during the funeral service.
3. If the deceased is a member of the immediate family of our staff, the principal, or an employee who they select, may represent each school, except the school involved, at the services if arrangements for the supervision of the pupils can be arranged.
4. The particular school in which the deceased is a member of the immediate family of an employee in that building may send both the principal and an employee to the services.
5. The President of the Peabody Federation of Teachers may attend such services as the official representative of that body

C. Parental Leave

1. An employee may use personal sick leave for up to twelve (12) weeks following the birth of a child, adoption of a child, or placement of a foster child under the age of 18 in the home of the employee. Such employee may opt to take an unpaid leave for the remainder of the academic year in which the birth of a child, adoption of a child, or placement of a foster child under the age of 18 in the home of the employee occurs.

A physician's certification of medical disability shall entitle the employee to exceed the twelve (12) week limit. Within four weeks following the birth of a child, adoption of a child, or placement of a foster child under the age of 18 in the home of the teacher, the employee will notify the Superintendent of the intent to use the option of unpaid leave for the remainder of the academic year.

2. Only days when school is regularly in session shall count towards the twelve (12) weeks of leave referenced in section 1.
3. An employee may elect in place of Section 1 a fully unpaid leave, to terminate in the September immediately following the birth of a child, adoption of a child, or placement of a foster child under the age of 18 in the home of the teacher the following September. Such employee shall give notice

to the Superintendent one month prior to the beginning of the unpaid leave. A written notice of intent to return in September must normally be given prior to July 1, but in no event later than July 31 of such calendar year.

4. Employees on probation shall be eligible for parental leave of absence. It is understood that the school year(s) in which parental leave of absence is used shall not be deemed to count toward the probationary period except as required by law or except as the School Committee may permit in its discretion.
5. Any employee suffering from medically certified disability and is a member of the Sick Leave Bank is eligible for coverage under Article VI, Section D.

D. Cumulative Sick Leave Bank

1. Each paraprofessional who voluntarily chooses to participate in the sick leave bank will assign one day of his/her personal sick leave, except in the initial year of the sick bank in which case each paraprofessional will assign two days of his/her personal sick leave. Paraprofessionals must decide whether or not they wish to participate in the sick bank within 30 days following the first day of their third (3rd) consecutive years of employment or reemployment. Paraprofessionals wishing to participate in the sick bank must have a minimum of 21 days of accumulated personal sick leave upon joining the bank.
2. Upon the complete exhaustion of a member's accumulated sick leave, the member becomes eligible to draw upon the Sick Leave Bank. Each member will be entitled to draw a maximum of 60 days from the bank after meeting the above provisions.
3. Whenever the bank falls below 60 days the Superintendent shall notify all members of the Bank in writing that those not wishing to remain in the bank must notify the Superintendent within fifteen (15) days of their Intention to withdraw. Failure to notify of their intention to withdraw will constitute approval for the assignment of one additional day from personal sick leave to the Bank to continue membership.
4. If a Paraprofessional Is drawing from the Bank at a time of a restocking of the Bank, that Paraprofessional will be entitled to continue to draw during that particular illness until he/ she attains the maximum or returns to employment.
5. Notwithstanding any of the above provisions, an individual member who has had a long term illness therefore, shall continue membership on said Bank. The Superintendent shall verify long term illness.
6. **Extraordinary Circumstances**
 - i. In instances where a member has been employed by the district for ten (10) years and does not have the required 21 days of accumulated personal sick leave to join the sick bank, that member may Issue a request to apply, through a union representative, with the Superintendent. Permission to join will be at the discretion of the Superintendent.
 - ii. A member who has used his/her allotted sixty (60) days from the sick bank may request, through a union representative to the Superintendent, additional days from the sick bank. The granting of extra days will be at the discretion of the Superintendent and shall be allocated in blocks of no more than twenty (20), after which a member may reapply for additional

extension.

- E. **Professional Improvement Leave:** Leave of absence without pay for professional improvement may be granted at the discretion of the Superintendent.
- F. **Marital Leave:** Marital leave of absence, without pay, may be granted to Paraprofessionals upon request to a maximum of five (5) school days.
- G. **Leave for Conference, Conventions, etc.:** With the approval of the Superintendent, no more than two (2) official delegates of Unit C of the Peabody Federation may be granted no more than two (2) days leave with pay to attend conventions of affiliated bodies, educational conference or other functions which contribute to the advancement of educational welfare in the City of Peabody.
- H. **Paraprofessional Meetings:** A committee of Unit C representatives, not to exceed five (5) members shall meet after school hours with the Superintendent of Schools, or his designee for consultation on problems and policies related to this Agreement. There shall be no less than three (3) meetings per year. Both parties may submit Items for the agenda. The Chapter Chairperson and the Superintendent shall establish a mutually convenient time for these meetings.
- I. **Personal Days**
 - 1. Employees with less than ten (10) years of service within Peabody Public Schools shall receive one (1) personal day each school year.
 - 2. Employees entering their eleventh (11th) year of service or more within Peabody Public Schools shall receive two (2) personal days each year.
 - 3. Unused personal days shall not accrue from year-to-year.
 - 4. Application for such leave will be made as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance, except in the case of emergencies.
 - 5. The use of personal leave on professional development days will require advanced approval from the superintendent.
 - 6. The use of more than two (2) personal days consecutively requires approval of the Superintendent or their designee

Article VII: Supplemental Benefits

- A. **Worker's Compensation:** Paraprofessionals employed by the Peabody School Committee shall be Included under the provision of the Worker's Compensation Law.
- B. **Pension:** The parties agree that all provisions of the Peabody Municipal Retirement Board shall be made a part of this Agreement.
- C. **Tax Free Annuity:** Assistants shall be permitted to take advantage of the form of payroll deductions tax free annuities to the extent permitted by law provided that there is no additional cost to the City.
- D. **Health and Life Insurance:** Health Insurance Premiums, co-payments, deductions and flexible spending accounts will be Public Employee Committee and the City of Peabody.

- E. **Course Reimbursement:** The School District, through the Superintendent, shall continue its practice as to career course development whereby when a Paraprofessional is directed to attend a particular course or obtains the approval of the Superintendent to attend a workshop, seminar or conference, the District will assume the cost thereof.
- F. **In-Service Training:** In-service course offerings provided by the Committee will be open to general staff on a space available basis as determined by the Superintendent.
- G. **Travel Allowance:** All Paraprofessionals who are required to travel between schools in the course of their work day shall be paid for the time it takes to travel from one school to another and, in addition, shall be paid mileage at the IRS rate for travel in personal cars between such schools. This rate is to take effect at the beginning of the month subsequent to ratification and acceptance of the agreement by the parties.
- H. **Hepatitis Immunization:** All Paraprofessionals may receive hepatitis shots In accordance with school policy.

Article VIII: Grievance Procedure & Arbitration

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Federation that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
3. The Federation may initiate and process grievances under the following procedure, acting in the place of the employee.
4. Failure by the Municipal Employer or his agent at any level of the Grievance Procedure to communicate an answer to the grievance within the specified time limits shall permit the employee or the Federation to proceed to the next level.

B. Adjustment of Grievance

1. Level 1: Principal

- i. An employee may present a grievance to the Principal of the school within ten (10) school days following the act or condition, which is the basis of his complaint.
- ii. The employee and the Principal shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference the employee may be represented by the appropriate Federation representative; but, where the employee is represented, he must be present. Whenever a grievance is presented to the Principal by the Paraprofessional personally, the Principal shall give the Federation representative the opportunity to be present and state the views of the Federation.
- iii. The Principal of the school shall communicate his decision to the aggrieved employee, and to the Federation representative who participated, within five (5) school days after receiving the complaint.

2. Level 2: Superintendent of Schools

- i.** If the grievance is not resolved at level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent of Schools or his designee within ten (10) school days after the decision of the Principal has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and decision at Level 1.
- ii.** The Superintendent of Schools, or his designated representative, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representatives shall be given at least two (2) school days notice of the conference and an opportunity to be heard.
- iii.** Notice of the conference shall be given to the Principal of the school who may be present at the conference to state his views.
- iv.** When the employee is not represented by the Federation at this level, the Superintendent of Schools shall furnish the Federation with a copy of the appeal from Level 1, together with notice of the date of the conference. In such cases, the Federation may be present and state its views.
- v.** The Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee and to the Federation representatives who participated at this level, within ten (10) school days after receiving the appeal.
- vi.** The Principal of the school shall also receive a copy of any decision at this level.

3. Level 3: School Committee

- i.** If the grievance is not resolved at Level 2., the aggrieved employee may appeal from the decision at Level 2. to the School Committee within ten (10) school days after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and the decision at Level 2.
- ii.** The School Committee shall meet with the aggrieved Paraprofessional with a view to attaining mutual resolution of the complaint. The aggrieved employee, and the appropriate Federation representative, shall be given at least two (2) school days notice of the conference and an opportunity to be heard.
- iii.** Notice of the conference shall also be given to the Superintendent, Principal, or any other appropriate superior. The above-named parties may be present at the conference and state their views.
- iv.** When the employee is not represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level 2, together with notice of the date of the conference. In such cases, the Federation may be present and state Its views.
- v.** The School Committee shall communicate Its decisions in writing, together with supporting reasons, to the aggrieved employee and to any Federation representatives who participated at this level, within ten (10) school days after receiving the appeal.

4. Special Procedures for Grievances Relating to Salary & Leave Matters

- i.** Any grievance based on a complaint dealing with salary computation or calculation based on absence shall be filed directly with the Superintendent of Schools. In such cases, the provisions of the general procedures relating to Level 1 shall apply to the presentation and adjustment of the grievance at the level of the Principal except that:
 - a.** The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.
 - b.** The employee need not be present at the conference.
- ii.** The provisions of the general procedures relating to Levels 2 and 3 shall apply to any appeal to the Superintendent of Schools or the School Committee from the decision of the Principal.

5. Time Limits: The time limits in this Article may be extended by mutual agreement.

C. Arbitration

- 1.** A grievance dispute which was not resolved at the level of the School Committee, under the Grievance Procedure, may be submitted by the Federation to Arbitration. The proceeding may be initiated by written notice to the School Committee and the American Arbitration Association, post-marked within ten (10) school days after receipt of the decision of the School Committee at Level 3.
- 2.** The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
- 3.** The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Federation agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Article IX: Federation Rights & Responsibilities

A. Fair Practices

- 1.** As sole collective bargaining agent the Federation will continue its policy of accepting into voluntary membership all eligible persons in the Federation without regard to race, color, creed, national origin, sex, marital status, age or political affiliation. The Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization.
- 2.** The Committee agrees to continue Its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status or participation in or association with the activities of any employee organization.

B. Dues Check-Off

1. The Federation may secure authorization for payroll deductions for Federation dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Peabody to submit such sums in total to the Federation Treasurer no later than ten (10) days after the deduction has been made.
2. Any Paraprofessional desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee.
3. The Federation shall be notified of any paraprofessional withdrawing or dropped from payroll deduction.

C. Protection of Individual and Group Rights

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or its designated representative from meeting with any paraprofessional for expression of the paraprofessional's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation and negotiation with the Federation.
2. Nothing contained herein shall be construed to permit an organization other than the Federation to appear in an official capacity in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor or processing a grievance on his own behalf in accordance with the Grievance Procedure heretofore set forth in Article X.

D. **Freedom to Join:** The Union maintains, and intends to exercise, all rights granted by the Massachusetts Freedom to Join Act (*An act relative to collective bargaining and dues*). In order to facilitate compliance with this statute, the Employer agrees to the following provisions:

1. **Regular Contact Information:** Upon request, the Employer shall provide the following contact information, separated by bargaining unit, to the Union in an Excel spreadsheet or another format mutually agreed upon by the Parties
2. **New Hire Contact Information:** The Employer shall notify the Union and the appropriate Union Building Representatives of any new hire within the bargaining unit within ten (10) calendar days of the new employee accepting an offer of employment. In the notice, the Employer shall include the new employee's contact information outlined in Section A of this provision.
3. **New School Year Orientation:** Prior to the start of the student school year, a district-wide Union meeting shall be scheduled as part of new hire orientation and/or professional development days. New hires shall attend the Union meeting for no less than sixty (60) minutes. Returning employees shall attend the Union meeting for no less than thirty (30) minutes.

E. **Existing Laws & Regulations Preserved:** The rights and benefits of persons provided herein are in addition to those provided by City, State or Federal Law, rule or regulation including without limitation all applicable tenure, pension or education laws and regulations.

F. Savings Clause

1. 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 bylaw.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

G. Notices & Announcements

1. All official circulars pertaining to Paraprofessionals shall be posted on the school bulletin boards, and a copy furnished to the Federation representative in each building.
2. The President of the Federation and the Chairperson of Unit C shall be notified quarterly of any transfers, additions, or deletions to the Unit which have taken place.
3. The employer shall annually provide employees with instructions on how to subscribe to notifications of job postings within the district.

Article X: Committee Rights

Except as specifically limited by this Agreement, the Committee reserves and retains all the authority, power and rights provided to it by law.

Article XI: Handling of New Issues

- A. Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:
1. **By the Committee:** Except, as any change may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Federation.
 2. **By the Federation:** In any matter not covered in this Agreement, which is a proper subject for collective bargaining, the Federation may raise issue with the Committee for consultation and negotiation, except that the Federation shall not renew or seek to renew any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

- B. Being of mutual Agreement, this instrument may be amended in writing at any time by mutual consent.

Article XII: Resolution of Difference by Peaceful Means

The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation, in consideration of the value of this Agreement and its terms and conditions and the legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

Article XIII: Duration

Unless otherwise specifically set forth herein, this Agreement and all of its provisions shall be effective as of September 1, 2022 and shall continue in full force and effect until August 31, 2025. Negotiations for a new agreement shall commence within thirty (30) days of written notice by either party to the other.

Signatures

This agreement was reached by bargaining teams representing the Union and the Employer, and ratified by the bargaining unit membership and the School Committee.

For the Union

For the Employer

Appendix A: Wages

Related Service Providers (COTA, SLPA, PTA, SLTA, Brailist, CRS) shall be compensated according to the following wage scales:

2022-2023

Position	Hourly Rate
COTA/SLPA	\$30.50
PTA	\$31.50
SLTA	\$32.25
Brailist	\$27.50
CRS	\$25.00

2023-2024

Position	Hourly Rate
COTA/SLPA	\$31.75
PTA	\$32.75
SLTA	\$33.50
Brailist	\$28.75
CRS	\$26.25

2024-2025

Position	Hourly Rate
COTA/SLPA	\$33.00
PTA	\$34.00
SLTA	\$34.75
Brailist	\$30.00
CRS	\$27.50

Paraprofessionals shall be compensated according to the following wage scales

2022-2023

Years of Service	HQ/Associates	Bachelors
1-2	\$18.00	\$19.50
3-7	\$18.50	\$20.85
7+	\$20.00	\$22.00

2023-2024

Years of Service	HQ/Associates	Bachelors
1-2	\$19.00	\$20.50
3-7	\$19.50	\$21.85
7+	\$21.00	\$23.00

2024-2025

Years of Service	HQ/Associates	Bachelors
1-2	\$20.00	\$21.50
3-7	\$20.50	\$22.85
7+	\$22.00	\$24.00

When a Paraprofessional is assigned to a substantially separate therapeutic paraprofessional program or a substantially separate Autism paraprofessional program, they shall receive an additional \$1.00/hour. The Milestone Program paraprofessionals shall also receive an additional \$1.00/hour.

Appendix B: Qualifications & PTP's

The Federal Government, under *No Child Left Behind* (NCLB), requires that all instructional paraprofessionals meet required qualifications by June 30, 2006. Highly Qualified Paraprofessionals must possess the following:

Associates Degree or Higher; OR
Completion of 48 credit hours at an institution of higher education; OR
Completion of one of the formal standardized tests: Parapro or Workkeys; OR
Completion of a formal Local Assessment Program of 360 Paraprofessional Training Points (PTP's) only for paraprofessionals hired on or before January 8, 2002. See below definition

- A. Undergraduate Coursework offered through an Institution of Higher Education
1 Credit hour = 15 Paraprofessional Training Points

- B. Graduate Coursework at an Institution of Higher Education
1 Credit hour = 22.5 Paraprofessional Training Points

- C. After-School and Locally Sponsored Training Sessions
1 Instructional Hour = 2 Paraprofessional Training Points

- D. Previous Relevant Work Experience Outside Public Education, as Determined by Superintendent or Designee*
1 Month of Successful Employment = 10 Paraprofessional Training Points
Maximum Allowable Points = 60 Paraprofessional Training Points

- E. Previous Successful Employment as a Paraprofessional in a Public School, as Determined by Superintendent or Designee*
1 Month of Successful Employment = 10 Paraprofessional Training Points
Maximum Allowable Points = 180 Paraprofessional Training Points

* Previous relevant work experience and successful employment as a paraprofessional need to have occurred prior to January 8, 2002 in order to be considered in an individual's paraprofessional training plan. Previous relevant work experience includes work that has enabled the paraprofessional to demonstrate, through a product or evaluation, elements of the learning guidelines.

Appendix C: Paraprofessional Evaluation

Name: _____ School: _____ Evaluator: _____

Evaluation Ratings: 3=Proficient 2=Needs Improvement 1=Unsatisfactory N/A=Not Applicable

(please note: ratings of 1 or 2 should be accompanied by evidence/comment)

Job Performance	Formative	Summative
Performs tasks assigned by teacher with an acceptable level of consistency and reliability and contributes to the positive academic environment of the classroom.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Exercises care for the health and safety of students according to contractual obligation.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Demonstrates understanding of an competence in implementing district and school policies, protocols, and strategies.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Encourages student effort and participation through positive reinforcement techniques.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Works as a member of a “Team” to provide services in order to facilitate access to the curriculum and programs as pertains to specific classroom/job assignment.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Accurately maintains record keeping as needed and directed by classroom teacher and as pertains to the specific job assignment.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []

Comments/Formative:	Comments/Summative:

Interpersonal Relationships	Formative	Summative
Consistently models respectful behavior.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Consistently acts in a professional manner.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Responds to conflict in a constructive, solutions-oriented way.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Communicates effectively with classroom teacher regarding student needs.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Demonstrates discretion and maintains confidentiality.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []

Comments/Formative:	Comments/Summative:

Professional Responsibilities	Formative	Summative
Fulfills contractual obligation regarding professional development.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Accepts and acts upon constructive suggestions from supervisory/teaching personnel.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Established and maintains positive relationships with students.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Established and maintains positive relationships with staff.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []
Reports to work and to assigned responsibilities on time.	3 [] 2 [] 1 [] N/A []	3 [] 2 [] 1 [] N/A []

Comments/Formative:	Comments/Summative:

Recommended for rehire: Yes No

Principal: _____ **Date:** _____

I have received a copy of the above evaluation and have had the opportunity to discuss it with my immediate supervisor.

Employee: _____ **Date:** _____

(Please see next page for employee comments)

Paraprofessional Comments

November/December

May/June

