

AGREEMENT

BETWEEN THE

SCHOOL COMMITTEE OF
THE TOWN OF NORTH READING

AND THE

NORTH READING FEDERATION OF PARAPROFESSIONALS
LOCAL 4972
AMERICAN FEDERATION OF TEACHERS (AFT)
AFT MASSACHUSETTS, AFL-CIO

JULY 1, 2017 – JUNE 30, 2020

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PREAMBLE

It is the intention and the purpose of the parties hereto that this Agreement provides an orderly collective bargaining relationship between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I **RECOGNITION**

A. Union Recognition

The North Reading School Committee recognizes the North Reading Federation of Paraprofessionals, Local 4972, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO (hereafter referred to as the Federation or Union) as the exclusive bargaining representative for all full-time and regular part-time Paraprofessionals employed by the School Committee including General Paraprofessionals (Category A), Digital Learning Paraprofessionals (Category B), and Special Education Paraprofessionals (Category C), and excluding all other employees, managerial, and professional, as defined in the Massachusetts Labor Relations Act. All members of the bargaining unit named above will hereafter be referred to as Paraprofessionals.

B. Jurisdiction

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit.

C. Definitions

1. The term "Committee" as used in this Agreement means the North Reading School Committee.
2. The term "Parties" as used in this Agreement refers to the Committee and the Union as participants in this Agreement.
3. The term "School" as used in this Agreement means any work location or functional division maintained by the School Department.
4. The term "Superintendent" as used in this Agreement shall be understood to mean the responsible administrative head of the School Department.
5. The term "Administration" or "the Administration" shall be understood to mean the same as "Superintendent" or his deputies.
6. The term "Union Representative" as used in this Agreement means any duly authorized designee of the Union.

7. Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

D. Complete Agreement

No change or modification of this Agreement shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE II
EXISTING CONDITIONS OF EMPLOYMENT

The provisions of this Agreement shall constitute Committee policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the Committee which is in conflict with provisions of the Agreement shall be superseded and replaced by the Agreement. Nothing in this Agreement that changes pre-existing Committee policy, rules, or regulations shall operate retroactively, unless expressly so stated.

ARTICLE III
COMMITTEE RIGHTS

- A.** The Committee and the Federation agree that the Committee shall retain and reserve all its statutory rights, authority and obligations in the administration of the School Department and direction of its Paraprofessionals. All the functions, rights, powers, and authority which the Committee has now, or may be granted, or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement, are recognized by the Federation to be retained by the Committee.
- B.** No changes or modifications of this Contract shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE IV
FAIR PRACTICES

- A.** As sole collective bargaining agent, the Union will accept into voluntary membership all Paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, or previous affiliation with other organizations.
- B.** The Committee and the Union agree that there will be no discrimination in the hiring of employees or in their training assignment, promotion, transfer, or discipline because of age, color, creed, disability, domicile, gender identity, marital status, national origin, political activities, race, religion, sex, sexual orientation, or participation in any organizational activities.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

A. General

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible. An employee shall have the right to present a grievance and have it promptly considered on its merits.

B. Definition

A grievance is a claim based upon an event or condition that alleges a violation, misinterpretation or misapplication of the provisions of this Agreement.

C. Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Otherwise, all grievances must be processed with the steps, time limits, and conditions herein set forth:

STEP 1: An Employee shall first discuss the complaint with his appropriate administrator directly with the objective of resolving the matter informally. The Administrator shall orally convey his decision to the Employee within five (5) work days after receiving the complaint.

A grievance shall be presented to the principal within twenty (20) days after knowledge by the Employee or the Union giving rise to the act or condition which is the basis for the complaint. Within ten (10) work days of the receipt of said grievance, the Principal shall meet with the Union Representative and/or the aggrieved at a mutually convenient time. Within ten (10) days of the foregoing meeting, the Principal shall communicate her/his decision in writing to the aggrieved Employee and the Union Representative. Both parties recognize that all time limits in the grievance procedure are considered to be maximums and both parties agree to act on grievances as quickly as possible.

STEP 2: If the grievance is not resolved at Step 1, the Employer or the Union may then initiate a grievance in writing to the Superintendent within five (5) work days after the receipt of the Step I response. Any appeal to the Superintendent shall include:

- a. name and position of grievant
- b. a statement of the grievance and the facts involved
- c. the corrective action requested
- d. name of Union Representative at Step 1, if any
- e. signature(s) of grievant(s) or Union representative.

Within ten (10) work days of receipt of said grievance, the Superintendent shall meet with the Union Representative and/or the aggrieved at a mutually convenient time. Within ten (10) work days of the

foregoing meeting, the Superintendent shall communicate his decision in writing to the aggrieved and the Union Representative.

STEP 3: If the grievance is not resolved in Step 2, the employee or the Union may appeal in writing within ten (10) work days to the full School Committee. The School Committee shall meet with the Union Representative, and/or the grievant at the next regularly scheduled meeting if the appeal is received five (5) work days before said meeting. If not received in a timely fashion, the appeal will be heard at the next subsequent regularly scheduled meeting. The School Committee within ten (10) work days following the meeting will forward its decision in writing to the Union Representative.

STEP 4: A grievance dispute which is not resolved in Step 3 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 postmarked within thirty (30) work days after receipt of the decision of the School Committee at Step 3. 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 issue 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.

D. Additional Provisions

1. Failure by the Committee or its agents to answer an appeal within the time limit specified or for any other reason shall mean the appeal may be taken to the next step immediately.
2. Should the Union fail to process a grievance through the next higher step, the grievance shall be considered closed.
3. An employee may review his own personnel record and upon his specific request such personnel record may be reviewed by the Union Representative. Nothing contained in the Agreement shall deprive any individual Employee of the right to process his/her grievance through Step 3.
4. Nothing contained in the Agreement shall deprive any individual employee of the right to process his/her grievance through Step 3.

ARTICLE VI **COMPENSATION**

A. Basic Salary Schedule

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

B. Method and Time of Salary Payment

Paraprofessionals shall be paid weekly.

C. Working Before and/or After the Regular School Year

Any Paraprofessional required to work before and/or following the close of the regular school year shall be compensated in accordance with Article VIII, Section F, below.

D. Itemized Payroll Deductions

Accompanying each paycheck will be an itemized payroll deduction statement showing gross earnings, itemized deductions, total of deductions, and net earnings. Pay checks will be delivered in a manner to protect the privacy of the employee.

E. Mileage Allowance

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

F. Sick Leave Buy-Back

1. Employees hired on or before June 30, 2008, will receive a sum equal to 33% of the employee's unused accumulated Sick Leave paid at his/her per diem (daily) rate at the date of retirement.
2. Employees hired after June 30, 2008, and on or before June 30, 2011, shall receive a sum equal to 33% of the employee's unused accumulated Sick Leave up to a maximum of 150 days paid at his/her per diem (daily) rate at the date of retirement.
3. Employees hired after June 30, 2011, shall receive a sum equal to 20% of the employee's unused accumulated Sick Leave up to a maximum of 150 days paid at his/her per diem (daily) rate at the date of retirement.
4. For employees hired after June 30, 2017, there is no sick leave buy-back benefit.
5. In the event of death, the employee's estate will receive a sum equal to 33% of the employee's unused accumulated sick leave paid at his/her per diem (daily) rate at the date of the death.

G. Placement on the Salary Schedule

Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for training and creditable years of experience.

H. Vacations

1. The following vacation periods with pay shall apply to all members of the bargaining unit. Continuous employment in school or town employment will be credited for vacation when the service has vacation eligibility.

2. Employees hired after June 30, 2011 will be eligible for the following:

6 Months to 1 Year	5 Days
1 Year to 5 Years	10 Days
More than 5 Years	13 Days

Vacation time must be taken during school vacations.

3. Employees hired before June 30, 2011 will be eligible for the following:

6 Months to 1 Year	5 Days
1 Year to 5 Years	10 Days
6 Years to 10 Years	13 Days
Over 10 Years	17 Days

Vacation time must be taken during school vacations and before June 30 when possible.

I. Holidays

The following holidays shall be allowed with pay:

Labor Day (If school year starts before)
Columbus Day
Veterans Day
Afternoon Before Thanksgiving
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
New Year's Day
Dr. Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day

J. Longevity

An annual longevity payment will be paid in October based upon the completion of the indicated number of continuous years of service in the North Reading Public School system:

After 10 Years	\$750
After 15 Years	\$850
After 20 Years	\$1,000

K. Extra Compensation

1. Employees will receive a salary increase (extra compensation) of two hundred seventy five dollars (\$275) for nine (9) college credits up to a maximum of two thousand seven hundred fifty dollars (\$2,750) for ninety (90) authorized credits.
2. Employees shall submit copies of official transcript(s) listing college credits to be considered for extra compensation during the current school year to the Superintendent or his/her designee no later than September 15th. A new employee hired after the start of the school year shall have thirty (30) calendar days, from their date of hire, to submit his/her official transcripts listing college credits to be considered for extra compensation during the current school year to the Superintendent or his/her designee. College credits are eligible for extra compensation only if they are related to a program of study, at an accredited college or university, leading to a degree in the field of Education.
3. The Superintendent or his/her designees shall review the college credits of all current and new employees to ascertain eligibility for extra compensation. The Superintendent or his/her designee shall notify the employee of their decision, in writing, and within fifteen (15) calendar days of receipt of the employee's transcript(s). If a salary increase is approved, the extra compensation due to the employee shall be equally divided over the remaining number of payroll periods in the current school year. Once the salary increase has been approved, the employee shall continue to receive the extra compensation in subsequent school years, for so long as the employee remains employed by the North Reading School Committee as a member of the Paraprofessional bargaining unit.
4. All courses taken by current employees must be pre-approved by the Superintendent or his/her designee in order to be used for credit under this provision.

L. Paraprofessional Training

The Committee shall provide workshops and/or courses, free of charge, to employees in subject/topic areas applicable to their job functions. Employees covered under this Agreement will not be required to attend two (2) of the half-day professional development days during the school year in exchange for one (1) full day professional development day noted in Article VIII, paragraph F below. The dates for non-attendance at these two (2) half-day professional development days will be determined by the Superintendent of Schools. Employees who are not regularly scheduled to work on the two (2) identified half-day professional development days need not report to work on the one (1) full day professional development day. The School Committee reserves the right to make amendments to the annual professional development calendar.

ARTICLE VII **FRINGE BENEFITS**

A. Health Insurance

Health Insurance offered under the Town Plan is available to school employees who qualify. Participation is optional. The Town currently pays seventy (70%) percent of the base plan.

B. Life Insurance

Life Insurance offered under the Town Plan is available to school employees who qualify. Participation is optional.

C. Pension/FICA

Employees who work twenty (20) or more hours per week shall contribute to the Middlesex County Retirement System. Those who work less than twenty (20) hours must contribute to the existing governmental required annuity plan.

D. Tax Sheltered Annuity

Employees are eligible to participate in approved tax sheltered annuity programs.

E. Workers' Compensation

Workers' Compensation is provided to employees by the Town. Employees are compensated in amounts equal to the difference between the Workers' Compensation benefit and the employee's net salary. Sick leave will not be used during this period of time.

ARTICLE VIII
WORKING CONDITIONS

A. Notices and Announcements

All official circulars pertaining to bargaining unit members shall be posted on the school bulletin boards, and a copy to be furnished to the president of the Federation.

B. School Facilities

Every effort will be made to provide adequate parking facilities for bargaining unit members.

C. Seniority

1. The School Department shall prepare a directory which indicates the date on which all members of the bargaining unit were hired.
2. Seniority of a bargaining unit member is based upon total length of continuous service in the North Reading School System.

D. Discipline

1. No member of the bargaining unit will be disciplined, reprimanded, reduced in rank or compensation, or deprived of increments in compensation, without just cause.
2. A newly hired employee will serve a ninety (90) day probationary period. The provisions of subsection 1 do not apply to an employee on probation.

E. Layoff-Recall

1. In the event of a cutback in program or a reduction in the number of positions within the bargaining unit, the least senior employee(s) within a category shall be the first employee(s) to be laid off. Category A shall consist of General Paraprofessionals. Category B shall consist of Digital Learning Paraprofessionals. Category C shall consist of Special Education Paraprofessionals.
2. A more senior employee in the school system in one category shall be able to bump the least senior employee in another category if the more senior employee was previously employed in that category and can demonstrate through experience or education/training, that he/she is qualified to perform the duties of the least senior employee in that category.
3. In the subsequent event of restoration of positions or the creation of new position within a category, those previously laid off from said positions shall receive first opportunity for rehire where, the employee(s) who was the last laid off will be the first recalled, provided the employee's experience or education/training meet or exceed the requirements for the open position as stated in the posting for the vacancy. Should a situation arise where the ability of an employee on layoff, with recall rights, to perform the duties of an open position is in question, the Superintendent shall decide if the applicant's qualifications meet the requirements of the open position as stated in the posting. The decision of the Superintendent shall be final, provided it is not arbitrary or capricious. The rights contained in this paragraph (E3) shall terminate after three (3) years from the date of layoff.
4. Employees laid off from one category are eligible and are encouraged to apply for openings in other categories in which they have no recall rights.

F. Length of School Day and School Year

The work year for Paraprofessionals shall be one hundred and eighty-one (181) days including the student school year, attendance at the Opening Day Meeting held to start the school year, and one (1) full-day professional development day. Paraprofessionals required to work beyond the normal work year shall be paid their per-diem (daily) rate for all days worked. The normal workweek for General Paraprofessionals (Category A), and Digital Learning Paraprofessionals (Category B) shall be thirty-six and three quarter (36.75) hours. The normal workweek for Special Education Paraprofessionals (Category C) shall be thirty three and three quarter (33.75) hours. The workday shall include a paid lunch of at least twenty (20) minutes. Paraprofessionals required to work beyond the normal work day shall be paid their regular hourly rate for all hours worked, and time-and-one-half their regular hourly rate for all hours worked in excess of forty (40) hours in a given work week.

G. Damage or Loss of Property

1. No employee shall be held responsible for loss, damage or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the employee.
2. An employee shall report in writing any loss, damage or destruction to the Superintendent/Director, immediately upon becoming aware of such loss, damage or destruction.

H. Paraprofessional Programming

1. Every reasonable effort will be made to notify each Paraprofessional by June 15 of his or her program for the next school year but, in every case, each Paraprofessional will be notified in writing by June 15 if she or he has a position in the school system for the next school year.
2. When student population changes or budgetary constraints arise during the summer, the Committee is not bound to the assignments given in accordance with the above paragraph.

I. Personnel Files

1. Personnel Files shall be maintained under the following circumstances:
 - a. Paraprofessionals shall have one (1) Personnel File to be maintained by the Office of the Superintendent. Only the employee, the Superintendent, and other administrative staff designated by the Superintendent shall have access to said file.
 - b. Any written or oral complaints regarding a Paraprofessional made to any member of Administration by any parent, student, or other person will be promptly called to the attention of the Paraprofessional. No material derogatory to an employee's conduct, service, character or personality shall be placed in the an employee's Personnel Files by an administrator unless the employee is sent a dated copy at the same time.
 - c. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the his/her Personnel File. This response shall be submitted in writing within twenty (20) days of the received dated copy.
 - d. Upon request, an the employee shall be given access to his/her or her Personnel File without delay.
 - e. Upon receipt of a written request, the employee shall be furnished with a reproduction copy of any material in his/her or her Personnel File.
2. Official grievances filed by any employee under the Grievance and Arbitration Procedure as outlined in this Agreement shall not be placed in the Personnel File of the employee, nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

J. General

No Paraprofessional will be required to dispense medication to students. No Paraprofessional shall be required to transport students in a motor vehicle. No Paraprofessional shall be required to perform First Aid, CPR, or apply a non-violent restraint to a student, without first receiving adequate training.

K. Duty-Free Lunch

A duty-free lunch will be provided during the normal lunch periods of the Paraprofessional’s school’s schedule.

L. Teaching Responsibility

1. When the Paraprofessional serves as the primary substitute teacher he/she will receive his/her salary plus an additional thirty-five dollars (\$35) per day or twenty-five dollars (\$25) for less than three hours per day.

2. Payments under Section L will be processed using the Staff Absence Report presently in use or modified in the future by the Administration.

M. Paraprofessional Evaluation

1. An annual evaluation will be conducted in accordance with the Paraprofessional Evaluation Procedure attached as Appendix C. Each Paraprofessional will be given a copy of any evaluation report prepared by his/her principal or supervising administrator. An original, signed copy of the annual evaluation will be filed in the employee’s personnel file. Any written or oral complaints regarding a Paraprofessional made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the Paraprofessional.

2. The Administration and the Union agree to form a Joint Labor Management Committee (JLMC) composed of up to four (4) representatives from the Federation selected by the Federation President, and up to four (4) representatives of the Administration selected by the Superintendent. The purpose of the JLMC shall be to review, revise, and update the Paraprofessional Evaluation Procedure found in Appendix C. The JLMC shall begin its work no later than October 1, 2017 and will make its recommendations to the parties no later than October 1, 2018. The parties may by mutual agreement re-open this Agreement for the limited purpose of negotiating over the recommendations of the JLMC.

ARTICLE IX
TRANSFERS/VACANCIES

A. All new positions and all vacancies in existing positions in the bargaining unit will be posted for a minimum of seven (7) days. Such notice shall set forth the salary, hours, and the general responsibilities and job functions of the position.

1. Notice of such posting will be sent to the president of the unit and each union building representative at each school.

2. Notices of vacancies in existing positions which arise during the summer months (when school is normally not in session) shall be sent to the Federation President via e-mail for distribution, and posted on the District’s website.

3. In most cases, the Committee would seek to retain equally qualified incumbent employees before hiring a person from outside the system.

B. In the determination of reassignments and transfers the convenience and wishes of the individual employee will be considered to the extent that these reassignments and transfers are in the best interests of the school system. Employees may request a meeting with the administrator and/or superintendent of schools to discuss the reasons why their transfer request was not honored.

C. Involuntary Transfers

Notice of intent to transfer or reassign shall be given orally stating the reason as soon as practicable. Any involuntary transfer or reassignment shall be made only after a meeting between the Paraprofessional or Paraprofessionals involved and the Superintendent or his designee and shall be made on the basis of length of service in the category they serve unless in the opinion of the Superintendent the interest of the school system requires otherwise. The Paraprofessional or Paraprofessionals may have a Federation representative present at such a meeting. Involuntary transfers will not be made arbitrarily, capriciously, or without basis in fact.

D. Mid-Year Change of Assignment

When a Paraprofessional's in-school assignment is changed during the school year, he/she shall receive one week's notice, if practicable, and a reason for the change in assignment.

ARTICLE X
LEAVES OF ABSENCE

A. Sick Leave

1. Each employee shall be credited with twelve (12) sick days per year, cumulative to two hundred (200) days.
2. An employee may use five (5) days of his/her sick leave for absence due to serious illness of a member of his/her immediate family.
3. Employees will be provided with access to the District on-line absence management (AESOP) system as the means of tracking the balance of all accumulated paid leaves granted under this Agreement. The District agrees to provide an optional annual training session to Employees on the use of the AESOP system or its successor. All discrepancies noted in the AESOP system or its successor shall be brought to the attention of the Superintendent or his/her designee, in writing, and shall be corrected in a timely manner.

B. Sick Leave Bank

1. Employees may deposit a maximum of two (2) days of their Sick Leave allowance in the Sick Leave Bank each school year. Employees, who have a serious or prolonged illness or injury and who have used all of their accumulated Sick Leave, may apply to draw on the Bank.

2. The operation of the Sick Leave Bank shall be carried out in accordance with the following guidelines:

- a. Participation in the Sick Leave Bank shall be voluntary.
- b. A member of the bargaining unit may participate in the Sick Leave Bank by agreeing to deposit one (1) day of his/her accumulated unused Sick Leave into the Bank. Once an employee elects to participate in the Sick Leave Bank his/her participation in the Bank shall be for the duration of the current school year, and shall continue from year to year, unless the employee notifies the Superintendent in writing and no later than October 1st of his/her desire to opt out of the Bank. No days previously donated to the Sick Leave Bank will be returned to an employee who subsequently decides to end his/her participation in the Bank.
- c. All deposits must be made by October 1st of each year, or within thirty (30) days of an employee's date of hire.
- d. Only employees who deposit into the Sick Leave Bank shall be permitted to make withdrawals from the Bank.
- e. All requests for withdrawals from the Sick Leave Bank must be made in writing accompanied by written medical evidence (e.g. a note from the employee's doctor/physician/medical provider indicating the inability of the employee to perform his/her duties). The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work.
- f. The Sick Leave Bank may only be used for an employee's illness or injury.
- g. Employees who withdraw days from the Sick Leave Bank will be paid for each day at their current per diem (daily) rate of pay;
- h. A Sick Leave Bank Committee (SLBC) composed of two (2) members appointed by the Federation President, and two (2) members appointed by the Superintendent of Schools, shall meet to consider all requests to withdraw days from the Sick Leave Bank. The decision of the SLBC to grant or deny a request shall be made by majority vote of the SLBC. In the event a vote of the SLBC results in a tie, the Superintendent shall review the request, including any medical evidence presented by the employee, and he/she shall cast a final vote to break the tie. The vote shall be final and binding on all parties and shall not be subject to appeal or arbitration, provided the decision of the SLBC is not arbitrary or capricious.
- i. Whenever the balance of the Sick Leave Bank exceeds one hundred and twenty-five (125) days, there will be no need to annually assess additional days. Members will automatically donate one (1) additional day whenever balance of the Bank falls below one hundred and twenty-five (125) days. In no case will a member be assessed more than two (2) days in any given school year. Up to three (3) times per school year upon written request made by the Federation, the District shall produce a report listing the current balance of days in the Sick Leave Bank, as well as a detailed list of all deposits/donations and withdrawals to/from the Sick Leave Bank.

j. In the event of a new contract or an extension of the existing one, the balance of days in the Sick Leave Bank is carried over.

k. Changes in the regulations or operation of the Sick Leave Bank must be made through collective bargaining.

C. Personal Leave

Employees shall be granted three (3) days of personal leave annually for imperative religious, legal, business, household, or family matters which require absence. No request for leave under this section will be permitted as to extend a holiday or vacation period.

D. Bereavement Leave

1. An employee shall be granted reasonable absence with pay for a period not to exceed five (5) days. In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased and the responsibility of the employee for making funeral arrangements. An employee's immediate family shall be considered as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or grandparent; also includes any relative residing with the employee or any person for whom the employee is solely responsible for all funeral arrangements.

2. An employee shall be granted reasonable leave up to three (3) days for any other member of the family.

E. Extended Maternity/Parental/Adoptive Leave/MMLA

1. Massachusetts Maternity Leave Act (MMLA). An employee who does not have sufficient time of service to be eligible for a Family and Medical Leave may apply in writing to the Superintendent for an unpaid leave under the Massachusetts Maternity Leave Act ("MMLA") as long as she has been employed for at least ninety consecutive (90) calendar days. She may take a leave for the period close in time to preparing for and giving birth; or caring for a newborn or a newly-adopted/or foster child under 18 or a child under 23 with mental or physical disabilities. Under this Section of this Agreement, the unpaid MMLA leave is up to a maximum of twelve (12) weeks. An employee who has sufficient time of service for an FMLA Leave may nonetheless apply in writing to the Superintendent under this Section and the leave will be counted toward the twelve (12) weeks of maximum available leave under the FMLA. Under this Section of this Agreement, an employee is eligible to apply for up to ten (10) consecutive days of available paid sick leave beginning immediately following the birth of a child or the adoption/foster placement during an unpaid MMLA leave. However, an employee applying for leave under this Section may also request to apply for additional available paid sick leave for any period during this leave of her own disability, and her medical or related physical needs related to childbirth. The Superintendent will respond in writing with notice of applicable requirements, such as a physician's certification.

2. Nothing in this Section of this Agreement is intended to restrict an employee's benefits under the Massachusetts Maternity Leave Act, nor is intended to expand the benefits under the MMLA, except as stated in this Section of this Agreement or under another provision of this Agreement.

3. An employee on an extended maternity, parental, or adoptive leave of absence shall notify the Superintendent of his or her intent of return at least ninety (90) days in advance.
4. An employee returning from an extended maternity, parental, or adoptive leave of absence will be returned to his or her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. Salary placement shall be at the next step of the salary schedule if the employee served one half (1/2) or more of the work year in which the leave was granted.

F. Other Leaves/FMLA

1. An employee who marries shall be granted two (2) weeks leave without compensation.
2. An employee summoned for Jury Duty or to serve as a witness in a court case which necessitates absence from assigned duties within his work schedule shall be paid at straight time the difference between the compensation for such service and his regular salary. Such employee shall report for his regular duties while excused from such attendance in court unless it is impossible, or unreasonable to do so.
3. Members of the bargaining unit may be granted unpaid leave not to exceed one (1) year for the following reasons: prolonged illness, needed rest and necessities of the home, professional improvement when employees are not eligible for sabbatical leave of absence, to serve in public office or for any other activity which would benefit the North Reading School System. Application shall be made to the Superintendent of Schools.
4. Family Medical Leave Act (FMLA). An employee with at least twelve (12) months of employment or 1,250 hours of service within a year and who has a qualifying personal or family illness or other qualifying circumstance may apply for an unpaid leave under the Family Medical Leave Act (FMLA) by notifying the Superintendent in writing. The Superintendent will respond in writing to the employee within five (5) work days with notice of applicable requirements, such as a physician's certification. The leave year is on a twelve (12) month basis which will be calculated forward from the starting date of the FMLA Leave. The unpaid leave is up to a maximum of twelve (12) weeks within a twelve (12) month period, including leave taken on an intermittent rather than consecutive basis when such an arrangement is certified to be medically necessary. The cumulative amount of leave during a twelve (12) month period is twelve weeks, with an exception of possible eligibility for an extended leave to care for a seriously ill or injured armed service member, or for other specific qualifying family circumstances related to military deployment.
5. An employee may request to apply available paid sick leave for that part of an unpaid FMLA leave where a paid leave is allowed under a specific provision of this Agreement. Under this Section of this Agreement, an employee may request to apply up to a maximum of five (5) paid sick days during an unpaid FMLA leave for the care of a seriously ill or disabled immediate family member conditioned upon submission of a physician's certification. Under this Section of this Agreement, an employee may request to apply up to a maximum of ten (10) consecutive paid sick days beginning immediately following the birth of a child, or the adoption/ foster care placement during an unpaid FMLA leave.

6. Any leave taken under another provision of this Agreement under circumstances which would qualify for leave under the FMLA, will be counted toward the twelve (12) weeks of leave available under the FMLA.

7. Nothing in this section of this Agreement is intended to limit an employee's benefits under the Family Medical Leave Act, nor is intended to expand benefits under the FMLA, except as stated in this Section or under another provision of this Agreement.

G. Maintenance of Rights

All benefits to which an employee was entitled at the time his leave commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he will be assigned to the same position which he or she held at the time said leave commenced, if available, or, if not, to a substantially similar or equivalent position.

H. Extension of Leave of Absence

Leaves of absence may be extended by the Superintendent. The right of increment credit and the same or a substantially equivalent position upon return from an extended leave shall be determined by the school district in each case.

ARTICLE XI
UNION RIGHTS AND RESPONSIBILITIES

A. Union Representation

The Superintendent/Director shall recognize the Union Building Representative as the official representative of the employees in the bargaining unit.

B. Information

1. The Committee shall make available to the Union upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.
2. The names, addresses and salary placement of newly employed Paraprofessionals shall be provided to the President of the Union within two weeks of their date of hire.

C. Representation at Meetings

1. The chairperson of the bargaining unit or his designee may be granted time off with pay for the purpose of representing the Paraprofessionals before local, state, and national organization.
2. The total number of days used for this process shall not exceed two (2) days in any school year. Application will be made to the Superintendent prior to the day(s) requested.

D. Printing of Agreement

The Committee agrees to pay the cost of printing copies of the Agreement and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new employee hired during the duration of this Agreement.

E. Union Activity at the School Level

1. School Meetings: Before the opening of and after the closing of school on school days, the Union shall have the right to use designated areas in School Buildings for meetings of employees provided there is no interference with any scheduled school activities. The use of such designated areas should be arranged with the principal.

2. Distribution of Materials: The Union shall have the right to place Union related materials in the mailboxes of employees.

F. Dues Deduction

1. An employee who wishes to have the School Committee deduct the regular monthly Union dues from his pay for transmittal to the Union shall execute an authorization card to be furnished by the Union in the form attached (see Appendix B).

2. The amount of dues will be certified to the School Committee from time to time by the Treasurer of the Union or by his duly authorized agent and the amount of dues will be uniform for all members of the Union. A certification of a change in Union dues shall become effective after the receipt by the School Committee of such certification in writing from the Union at least fifteen (15) days prior to the start of the month in which the Union seeks to make such change effective.

3. Union dues deducted by the School Committee shall be forwarded no later than thirty (30) days after such deduction was made.

4. An authorization by an employee for deduction of Union dues shall be canceled automatically whenever such employee is removed from the School District payroll or goes on leave of absence for more than one month and there shall be no obligation on the part of the School Committee to continue authorization in effect in the absence of an applicable collective agreement.

5. Authorization for deduction of Union dues may be revocable as provided by law.

G. Agency Fee

Effective September 1, 1997, as a condition of employment, members of the bargaining unit who are not members of the North Reading Federation of Paraprofessionals, Local 4972, AFT Massachusetts, AFL-CIO shall pay to the North Reading Federation of Paraprofessionals, Local 4972, AFT Massachusetts, AFL-CIO, an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

H. Additional Deductions

Payroll deductions shall be made available to those employees who desire payroll deductions for any of the following purposes: Union dues and/or fees; tax sheltered annuities; the Stoneham Federal Credit Union.

ARTICLE XII
SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XIII
DURATION

This Agreement and each of its provisions shall be in effect as of July 1, 2017 and shall continue in full force and effect until June 30, 2020. Negotiations for a subsequent Agreement shall commence on or before February 1, 2020 on all items.

**FOR THE NORTH READING
SCHOOL COMMITTEE**

**FOR THE NORTH READING FEDERATION
OF PARAPROFESSIONALS**

_____/s/ Melvin K. Webster

_____/s/ Loretta A. Capezzuto

May 30, 2017
Dated

May 30, 2017
Dated

APPENDIX A
SALARY SCHEDULE

	FY2018 7/1/2017	FY2019 7/1/2018	FY2020 7/1/2019
STEP	1.0%	2.0%	2.0%
1	\$16.15	\$16.48	\$16.80
2	\$16.63	\$16.97	\$17.31
3	\$17.13	\$17.47	\$17.82
4	\$17.80	\$18.16	\$18.52
5	\$18.22	\$18.59	\$18.96

APPENDIX B
DUES DEDUCTION CARD

APPLICATION FOR MEMBERSHIP
NORTH READING FEDERATION OF PARAPROFESSIONALS,
LOCAL 4972, AFT MASSACHUSETTS, AFL-CIO

I hereby apply for membership in the North Reading Federation of Paraprofessionals, Local 4972, AFT Massachusetts, AFL-CIO. I agree to abide by the Constitution and By-Laws of the North Reading Federation of Paraprofessionals, and to participate as fully as I can in its activities.

Applicant Signature _____

Home Address _____

Telephone _____

Copy for Union Files

AUTHORIZATION FOR PAYROLL DEDUCTION

BY _____
(Name of Employee)

TO: North Reading Public Schools

Effective _____ I hereby request and authorize you to deduct Union Dues from my earnings each week. Said dues to be determined by a majority vote of the North Reading Federation of Paraprofessionals Union. This amount shall be paid to the Treasurer of the North Reading Federation of Paraprofessionals, Local 4972, AFT Massachusetts, AFL-CIO.

Employee's Signature _____

Copy for School Department

AUTHORIZATION FOR PAYROLL DEDUCTION

BY _____
(Name of Employee)

TO: North Reading Public Schools

Effective _____ I hereby request and authorize you to deduct Union Dues from my earnings each week. Said dues to be determined by a majority vote of the North Reading Federation of Paraprofessionals Union. This amount shall be paid to the Treasurer of the North Reading Federation of Paraprofessionals, Local 4972, AFT Massachusetts, AFL-CIO.

Employee's Signature _____

APPENDIX C

PARAPROFESSIONAL EVALUATION PROCEDURE

A. Purpose: The educational success of the North Reading Public Schools rests, in a large measure, on the constant review of the total school program and the identification of strategies for improvement. As vital members of the school staff, Paraprofessionals play an important role in the success of our schools and contribute to the overall quality of education provided to our students. Based upon a common set of standards, the annual evaluation provides each Paraprofessional with feedback about job performance and identifies areas of commendation as well as areas of future growth. The basic purpose of the evaluation is:

- To ensure that each Paraprofessional has an opportunity to contribute to the overall success of the school.
- To inspire and to commend the effectiveness of each Paraprofessional in his/her relationship with students, teachers, administrators and parents.
- To stimulate self-improvement and continuous growth of each Paraprofessional.

B. Evaluation Procedure:

1. A formal, written evaluation will be completed annually by the primary evaluator (Principal or designated supervisory administrator). At the start of each school year, each Paraprofessional will be notified of the name of the primary evaluator and given the opportunity to review the evaluation format. It is understood that the primary evaluator may obtain feedback about job performance from other administrators or teachers who have direct knowledge of the Paraprofessional's work. In those cases where feedback is obtained from other than the Primary Evaluator, such feedback will be so noted.

2. The final written evaluation will be completed by the primary evaluator using the "Paraprofessional Evaluation Form in Appendix D". Four performance areas will be evaluated:

- Commitment to Assignment
- Responsiveness to Student Needs
- Instructional Knowledge and Skills
- Staff / Parent Relationships

Each performance area will be evaluated as follows:

1. Meets expectations consistently
2. Meets expectations inconsistently
3. Does not meet expectations

Specific indicators for each of the three areas of job performance are listed on the "Paraprofessional Evaluation Form in Appendix D". The primary evaluator will identify those specific indicators that fall below expectations when performance is evaluated as Level 2 and 3 for any performance area and will identify strategies for improvement.

APPENDIX C
PARAPROFESSIONAL EVALUATION PROCEDURE

3. A formal evaluation will necessitate the need for each employee and evaluator to be familiar with the criteria and procedures to be used. At the start of the school year, the Primary Evaluator will notify each Paraprofessional to be evaluated. The evaluation will encompass a yearlong process of observation and culminate in the completion of the written evaluation. The primary evaluator may obtain additional feedback about job performance from other administrators and/or teachers who have direct knowledge of the Paraprofessional's work. The Paraprofessional is encouraged to speak with the primary evaluator at any time about the evaluation process.

C. **Timetable**: The timetable for evaluation shall be established as follows:

1. Paraprofessionals in the first year of employment in the North Reading Public schools shall receive a written, interim evaluation by December 1 or within the first ninety days of employment (whichever comes first) and a final written evaluation by June 1. Both the interim and the final evaluation will utilize the "Paraprofessional Evaluation Form in Appendix D".
2. All other Paraprofessionals will be evaluated annually and receive a written evaluation by June 1 using the "Paraprofessional Evaluation Form in Appendix D".
3. The primary evaluator will meet with each Paraprofessional to review the final evaluation. The evaluation will be signed by both the primary evaluator and the Paraprofessional. The employee's signature does not mean he/she agrees with the content of the evaluation. The Paraprofessional may, at his/her discretion, attach a written statement within ten (10) days of receipt of the evaluation.
4. The signed annual evaluation ("Paraprofessional Evaluation Form in Appendix D"), along with any attachments written and signed by the employee, will be filed in the employee's personnel folder in the Superintendent's Office.

D. **Confidentiality**: Evaluations shall be confidential between the primary evaluator and the employee being evaluated.

E. All original copies of evaluation documents will be filed in the employee's personnel folder maintained in the Superintendent's Office. Only the employee and appropriate administrative staff will have access to an individual's personnel file.

F. Violations of the evaluation procedures will be subject to the grievance process.

APPENDIX D
PARAPROFESSIONAL EVALUATION FORM

NORTH READING PUBLIC SCHOOLS
PARAPROFESSIONAL ANNUAL EVALUATION

Name of Employee _____ School Year _____

School _____ Assignment _____

Directions: Evaluate the overall *Level of Performance* for each of the three Performance Areas (Check Box). Identify those *Performance Indicators* noted (“Meets Expectations Consistently”- Level 1) and those *Performance Indicators* that need improvement (Levels 2 and 3).

PERFORMANCE AREAS (___ Performance Indicators)	LEVEL OF PERFORMANCE		
	1 Meets Expectations Consistently	2 Meets Expectations Inconsistently	3 Does Not Meet Expectations
COMMITMENT TO ASSIGNMENT ___ Displays interest and enthusiasm in work ___ Is punctual ___ Maintains regular attendance ___ Accepts and carries out assignments willingly ___ Uses work time productively ___ Demonstrates initiative and resourcefulness ___ Demonstrates flexibility and adjusts to change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIVENESS TO STUDENT NEEDS ___ Interacts positively with students ___ Displays concern for student health and safety ___ Accepts individual differences ___ Helps students to communicate in a positive manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INSTRUCTIONAL KNOWLEDGE & SKILLS ___ Demonstrates awareness of basic classroom / school routines ___ Is successful in the reinforcement of skills ___ Works well with groups or individual students ___ Maintains confidentiality on student issues ___ Follows through on directions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STAFF / PARENT RELATIONSHIPS ___ Accepts guidance and constructive suggestions ___ Is a cooperative team member ___ Brings concerns / issues through proper chain of command ___ Communicates well with parents ___ Is tactful and considerate of others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERFORMANCE AREAS

- Commitment to Assignment
- Responsiveness to Student Needs
- Instructional Knowledge and Skills
- Staff / Parent Relationships

LEVEL OF PERFORMANCE

1. Meets expectations consistently
2. Meets expectations inconsistently
3. Does not meet expectations

Evaluator’s Comments: (Specific improvement strategies must be noted for all *Performance Areas* evaluated as 2 and 3)

Paraprofessional

Evaluator

Date of Signature

Date of Evaluation Review Meeting

Annual Evaluation _____

Interim Evaluation _____

The signature of the Paraprofessional means only that he/she has read this document. Within ten (10) days, the Paraprofessional may attach a signed, written statement of his/her own.

The original, signed copy of the *Paraprofessional Annual Evaluation* form along with any statement, written and signed by the Paraprofessional, will be placed in the employee’s personnel file.