

AGREEMENT

BETWEEN

WACHUSETT REGIONAL SCHOOL DISTRICT

&

TEAMSTERS UNION LOCAL 170



JULY 1, 2021 - JUNE 30, 2024

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ARTICLE 1 RECOGNITION

The Wachusett Regional School District (the "District") recognizes the Teamsters Union Local 170 (the "Union") as the exclusive representative for the purposes of collective bargaining of all full-time and regular part-time paraprofessionals, including aides, instructional aides, special education aides, monitors, kindergarten aides, library clerks, lunch monitors, transition classroom aides, playground monitors, health aides, technical computer lab clerks, library aides, technicians, high school study hall monitors, and life skills job coaches, excluding tutors, substitute aides, all managerial and confidential employees, and all other school district employees. For purposes of this collective bargaining agreement, all references to "Paraprofessionals" shall be understood to also be referring to each of the other job titles listed as positions covered by this bargaining unit in this Article.

ARTICLE 2 GRIEVANCE PROCEDURE

A. Purpose:

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

A Paraprofessional of the Union who feels aggrieved shall attempt to resolve the issue through administrative channels before following the grievance procedure outlined below.

B. Definitions:

1. A grievance is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.
2. An aggrieved person(s) is/are the Paraprofessional or Paraprofessionals of the Union making the claim.
3. The term days means work days.
4. Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section(s) of the Agreement that is being or has been misapplied or misinterpreted, the nature of such misapplication or mis-interpretation, and the specific relief requested, and must be filed within twelve days of the act or omission, or knowledge of the act or omission, that is

subject of the grievance, so long as such knowledge is obtained no later than thirty (30) days following the alleged act or omission.

C. Informal Procedure:

A Paraprofessional of the Union with a grievance shall have the right to discuss it with his/her immediate supervisor, accompanied by one Paraprofessional of the Union if he/she chooses, with the objective of resolving the matter informally.

D. Formal Procedure: Level One:

If the aggrieved person is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to his/her immediate supervisor accompanied by one Paraprofessional of the Union. Such grievance shall be in writing and conform to the requirements of filing detailed in paragraph 5 of section 8 of this Article, as outlined above. The supervisor shall have five (5) days from the date of the grievance presentation to render a decision.

Level Two:

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to a Paraprofessional Grievance Resolution Committee (hereinafter referred to as the P.G.R.C). Such appeal must be filed within ten (10) school days after the written decision was due at Level One. Said P.G.R.C. shall meet within ten (10) school days after the grievance is referred to Level Two.

The P.G.R.C. shall consist of a pool of all bargaining unit Stewards and District Principals. Selection from the pool shall not be a Steward or Principal from the building in which the grievance originated. The P.G.R.C. shall have three (3) bargaining unit Stewards and three (3) District Principals selected by the Union Business Agent and the Superintendent. The nonvoting conveners of the P.G.R.C. shall be the Business Agent and the Superintendent or their designees.

The P.G.R.C. shall investigate the grievance and attempt to achieve a resolution. Decisions of the P.G.R.C. shall be by agreement of four (4) or more members of the P.G.R.C. voting by secret ballot. Decisions of the

P.G.R.C. shall be final and binding upon all parties for that particular grievance on a no precedent basis. The P.G.R.C. is not confined to accepting or rejecting the requested remedy of the grievant(s). The P.G.R.C. may determine by majority vote of its members a mediated settlement to the grievance which would be binding but not precedent setting on all parties, subject to the grievant's approval.

Level Three:

If the grievance is not resolved at Level One or no decision is rendered at Level Two, or if no decision is rendered within the time prescribed above, the aggrieved person may forward his/her grievance within five (5) days of which a decision was due at Level One to the Superintendent of Schools or the date on which a decision was due at Level Two. The Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance within ten (10) days after the grievance was forwarded to Level Three. The aggrieved person may be represented by one Paraprofessional of the Union and/or the Business Agent. The Superintendent or his/her designee shall have ten (10) days to render a decision on the grievance.

Level Four:

If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the hearing at Level Three, the aggrieved person may request the Union to submit his/her grievance to arbitration; provided, however, that such request shall be in writing and shall be made within five (5) days of the date on which a decision at Level Three was due. Within fifteen (15) days of receiving the request, the Union shall decide whether to submit the grievance to arbitration. If the Union decides to submit the grievance to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of notification, the District and the Union shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time specified, the matter shall be referred to the American Arbitration Association to be arbitrated in accordance with their current rules. The decision of the arbitrator shall be final and binding. If possible, the arbitrator's decision shall be submitted within thirty (30) days from the date the hearing is completed. The costs of the arbitrator shall be shared equally by the District and the Union, including per diem expense, if any, and actual and necessary travel and subsistence expenses. The arbitrator's award shall be in writing and shall set forth the findings of fact,

reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any part of this Agreement.

E. Miscellaneous:

1. The District and the Union agree that these proceedings shall be kept as informal and confidential as possible.
2. By mutual agreement, the parties may extend any of the time limits delineated in this Article.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered as acceptance by the aggrieved person of the decision rendered, and such decision shall thereafter be binding upon the Union.
4. Forms for filing and processing grievances shall be the Teamsters Union Local 170 Grievance Report.
5. All decisions required by the formal procedure outlined above shall be in writing setting forth the decision and the reason therefore.
6. The aggrieved person(s) shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
7. The parties may utilize the services of a bona fide professional consultant at Levels Two and Three of this procedure.

**ARTICLE 3
HOURS AND CONDITIONS OF EMPLOYMENT**

3.1 All Paraprofessionals covered by this Agreement shall be notified on/or before August 10th of their work schedules except for unusual circumstances and such schedules shall not be changed during the school year. If there is a planned change during the school year, the affected Paraprofessional(s) and the Union Steward will be notified five (5) business days in advance of the date of the

planned change except in the cases of emergency. In such cases the Superintendent will provide reasonable notice to the Union Steward to include the nature of the emergency.

When a position becomes available, it will be posted for five (5) business days within the District, in order to facilitate an application by current Paraprofessionals.

In the event of a sudden or without notice loss of a pupil or pupils requiring termination of a position, the one-week notice provision shall be waived and the layoff affected after 24-hour notice to the Paraprofessional and the Union Steward.

Involuntary transfer will occur only when necessitated by unusual situations or during reduction in force situations.

1. An unusual situation is defined as any situation where involuntary transfer would be in the best interest of the individual teacher and the District as determined by the Superintendent.
2. Reduction in force situations would include any situation where an involuntary transfer would be necessitated by programmatic changes implemented by the District.

In the case of an involuntary transfer from one location to another, the affected Paraprofessional shall be given as much prior written notice as possible, but under no circumstances shall said notice be less than five (5) business days prior to said relocation. In concert with this written notice, there shall be a meeting with the Superintendent or designee, the impacted Paraprofessional(s) and the Union Steward/Business Manager. A reason for the transfer and written notification will be presented at this meeting.

In the event of a loss or a gain of a pupil or pupils requiring transfer of a Paraprofessional when such loss or gain has been sudden or without notice such that the LEA would stand in non-compliance with Chapter 766 regulations without immediate action, the one-week notice provision shall be waived and the transfer effected after 24-hour notice to the Paraprofessional and the Union Steward.

3.2 In the event that a Paraprofessional has reported to work on a scheduled work day and at a scheduled work time and is unexpectedly sent home early or the normal work time is unexpectedly delayed or

canceled and the Paraprofessional is prevented, by District direction, from reporting to work on time (except as a suspension or other discipline), the Paraprofessional shall be paid for all scheduled hours. In the event of a delay to the start of the school day, Paraprofessionals shall report to work at the delayed time after the normal start time and shall be paid for a full day. (For example, if the start of the school day is delayed by two (2) hours, Paraprofessionals shall report to work two (2) hours after the normal start of the work day; if the start of the school day is delayed by one (1) hour, Paraprofessionals shall report to work one (1) hour after the normal start of the work day.

The District will make every reasonable effort to inform Paraprofessionals of their delay status one (1) hour prior to the Paraprofessional's normal start/reporting time.

3.3 Paraprofessionals requested to work during their lunch period will be compensated for such work at time and one half (1½).

3.4 All Paraprofessionals are required to give notice of absence to the building principal or designee prior to the opening of school. Failure to give such notice will result in a Paraprofessional's being ineligible for paid sick leave for that day. A Paraprofessional who will arrive late for school must give notice that he/she will be late to the building principal or designee prior to the opening of school. A pattern of non-notification will be grounds for disciplinary action, up to and including termination.

3.5 All Paraprofessionals shall receive a printed hard copy of their job descriptions at the beginning of the school year. Any changes in this description shall be made only after a meeting of the appropriate Administrative Supervisor, the affected Paraprofessional and their Building Steward.

3.6 A Paraprofessional is a staff Paraprofessional employed by the School District as a Paraprofessional who works under the direction of a teacher or other professional. Paraprofessionals are assigned by the administration to assist teachers/specialists. Duties include, but are not limited to, clerical, supervisory, and instructional assistance. Paraprofessionals are not expected to do educational planning, develop individual educational plans (IEPs), interpret diagnostic tests, or do work outside of school hours in preparation for school activities.

3.7 At no time shall any members of the bargaining unit be required or expected to perform any medical related duties. Paraprofessionals will not be

required to administer medications to students except on a voluntary basis. However, if the needs of a student or students require a Paraprofessional who has medication delegation, personnel with such qualifications may replace the Paraprofessional in place and the Paraprofessional being replaced shall be reassigned in accordance with his/her seniority.

3.8 Any Paraprofessional who, as part of her/his regular, daily activities is required to change students' clothing, deal with soiled garments, diapers or fecal matter shall receive an hourly stipend of \$1.25 for all hours worked. All Paraprofessionals are expected to render assistance to students in need whenever necessary or in an emergency situation regarding health, safety and personal hygiene. Such assistance can include the changing of diapers, soiled garments, and/or dealing with fecal matter. In such instances, two (2) school personnel shall be present. Any Paraprofessional whose regular duties do not include changing student's clothing, dealing with soiled undergarments, diapers or fecal matter pursuant to the first sentence of this subsection, who is nonetheless directed to perform those tasks will receive the hourly differential of \$1.25/hour for the entire day in which he or she actually performs those services. Any Paraprofessional participating in any "toileting duties" shall be provided protective clothing/equipment and safety training necessary to perform these tasks. Under normal circumstances, the duties as described within this section shall not be construed as a violation of the medical related duties prohibition of subsection 3.7.

3.9 All new Paraprofessionals will be CPI trained but Crisis Teams are voluntary. Any Paraprofessional who is required to restrain and document the incident shall receive an hourly differential of \$1.00 for the day during the Year 1 of this Agreement. This hourly differential will be increased to \$1.50 in Year 2 of the contract. Payments for such restraint shall be made in the pay period in which the restraint occurred.

3.10 The work year for Paraprofessionals shall consist of one hundred eighty (180) full school days unless otherwise specified by the job description at the beginning of the year. It is understood that the job description may differ depending on the specific assignment, work location, or source of funding, e.g., federal programs, early childhood program, etc.

3.11 Paraprofessionals shall have their lunch period scheduled within a period of time that shall begin no sooner than thirty (30) minutes prior to scheduled start of the normal student lunch period and not later than thirty (30) minutes after the conclusion of the normal student lunch period. This

provision does not apply to individuals who voluntarily work through their normal lunch period.

3.12 Compensation at time and one-half of the regularly hourly rate shall be paid for all time worked beyond eight (8) hours in a day or forty (40) hours in a week, or any time on a Saturday, Sunday or during a recognized holiday.

3.13 Paraprofessionals covered by this Agreement shall be paid in accordance with Article 3, Section 3.12 if they are required to accompany students on field trips or extended learning experiences.

3.14 The District shall notify the Paraprofessional if the Paraprofessional is required to attend professional development days. If required to attend professional development days, Paraprofessionals will be paid for the entire day. If not informed of the required attendance (with pay) prior to the beginning of the school year, Paraprofessionals will not be required to attend. If required to attend, the courses will be meaningful for the Paraprofessional's applicable position.

Paraprofessionals will be allowed to leave work on three of the five annual student early release days occurring throughout the school year, at the time students are released on those days. The Paraprofessionals will work the entire day on the other two annual student early release days and will attend professional development after the students are released. The Director of Special Education, or their designee, will notify the Paraprofessionals -- at the time the professional development schedule is set up for the year -- which student early release days the Paraprofessionals will need to remain at work to attend professional development. The two professional development days attended by Paraprofessionals shall occur on the first two student early release days occurring during any particular school year.

ARTICLE 4 SICK LEAVE

4.1 Effective July 1, 2022, each Paraprofessional employed by the District shall be awarded twelve (12) sick days per year, on July 1st, such time to be cumulative to a maximum of one hundred eighty (180) days. It is expressly understood that sick days may not be used during the summer and that they may only be used during the school year. Sick days may be taken in full days or half days.

4.2 The employer will inform, at the beginning of each school year, each Paraprofessional the amount of unused sick leave he/she has accrued.

4.3 Any Paraprofessional who has completed twenty (20) or more years of continuous service with the District or any one of its constituent schools, and who has accumulated seventy-five (75) or more days of sick leave, shall be entitled to a buyback equal to 50% of their per diem rate equal to the rate of their last full year of service to the District, for all days in excess of seventy-five (75) days. This benefit shall only be paid at and upon full retirement.

4.4 For illness of the Paraprofessional's immediate family, which necessitates the Paraprofessional's absence from school, days may be charged to the Paraprofessional's sick leave up to a maximum of five (5) days per year.

ARTICLE 5 UNSALARIED LEAVES OF ABSENCE

The employer may grant an unsalaried leave of absence to any Paraprofessional covered by this Agreement. The Paraprofessional must submit a written request stating the reasons for the requested leave at least fourteen days prior to the starting date of the requested leave.

ARTICLE 6 OTHER LEAVES

6.1 All Paraprofessionals shall be entitled to three (3) personal days per year, with the prior approval of the Superintendent or his/her designee, at full-pay for the purpose of conducting personal business that must be conducted during regular work hours. The District reserves its right to make requests regarding the use of personal time by Paraprofessionals when adherence to the definition of personal time is in question. The use of personal days is not intended to extend a school holiday or vacation period nor is it intended to provide vacation time. Such requests will require administrative review.

Paraprofessionals' unused personal days shall be converted to unused sick days and be added to the Paraprofessionals' total sick day accrual at the end of the school year.

6.2 In the event of the death of a Paraprofessional's immediate family, (e.g. husband, wife, parent, parent-in-law, son, son-in-law, daughter,

daughter-in-law, brother, brother-in-law, sister, sister-in-law, step child, grandparent, grandchild, significant other or any relative residing within the Paraprofessional's household, the Paraprofessional shall be granted five (5) bereavement days at full pay, per event.

6.3 Effective July 1, 2022, in the event of the death of an aunt, uncle, niece, or nephew, the Paraprofessional shall be granted two (2) bereavement days at full pay, per event.

6.4 The provisions of the Family Medical Leave Act, Small Necessities Leave Act and Parental Leave pursuant to MGL Chapter 149, Section 105d will be abided by.

**ARTICLE 7
VACANCIES**

7.1 Any position covered by this Agreement, within the Wachusett Regional School District, which becomes vacant and which the District intends to fill shall be posted by means of a written notice being posted at each school building, at least ten (10) days prior to the appointment. Such notices shall state clearly the qualifications for the position, its duties, and the rate of compensation. Consideration shall be given to Paraprofessionals for any positions for which they apply and are qualified. If circumstances of an emergency nature require that the position be filled within ten (10) days, then the Union Steward will be notified as far in advance of the appointment as possible. The District will, in addition to posting vacant positions, will also email the postings to the List of Stewards provided by the Union.

7.2 The Union will notify the Superintendent of Schools or his/her designee in writing whenever there is a change of persons holding office in the Union.

**ARTICLE 8
SENIORITY**

8.1 Definition: For the purposes of this Article, seniority shall be defined as the length of service each Paraprofessional had prior to regionalization up to present, as defined in Article 1. In the event that Paraprofessionals are hired on the same day, seniority shall be determined by a drawing of lot, i.e. flip a coin or draw a card and that shall be their date of hire and their seniority spot.

8.2 In the event that it becomes necessary to lay off any Paraprofessional covered by this Agreement, seniority and qualifications as determined by the District, and District need, as determined by the District shall be the factors.

8.3 Recall: Any Paraprofessional laid off under provisions of this Article shall be entitled to recall as positions for which they are qualified become available for a period of up to two (2) years.

8.4 Recall by inverse order of layoff.

8.5 During the recall period a Paraprofessional shall be entitled to participate in all group insurance plans by paying one hundred percent (100%) of the premiums to the extent that such participation is permitted by the General Laws of the Commonwealth of Massachusetts.

8.6 Upon recall to the system, a Paraprofessional will have all accrued benefits earned at the time of layoff restored in full, including seniority and accrued sick leave. No experience credit will be given for the period of layoff.

8.7 A Paraprofessional who is recalled and refuses employment will forfeit all recall rights and any claims against the District and/or the Union.

8.8 Loss of seniority: seniority may be lost for the following reasons:

- A. a Paraprofessional leaves the employment of the District;
- B. a discharge is not reversed;
- C. a Paraprofessional does not return to work when recalled under provisions of this Article;
- D. a Paraprofessional fails to return from an approved leave of absence;
- E. a Paraprofessional retires; or
- F. a Paraprofessional is absent without notification for seventy-two (72) hours will be terminated with no recourse against the District and/or the Union.

8.9 A Paraprofessional will not lose seniority when on approved leave of absence from the System. If a Paraprofessional takes a leave of absence

for six (6) months or more, the Paraprofessional will not gain a year of experience for the year in which the leave takes place.

8.10 Bumping Procedure: the principle of seniority shall be recognized with respect to retention, layoff, and the recall of regular Paraprofessionals in work which they are qualified and available to perform. In the event that a layoff is necessary, Paraprofessionals will be laid off in the inverse order in which they were hired, that is the Paraprofessional last hired shall be the first laid off. When recall takes place, those regular Paraprofessionals laid off last shall be recalled first provided they are qualified and available to perform the work. Paraprofessionals laid off may only bump Paraprofessionals within their classification or a lower classification.

8.11 A Paraprofessional shall lose his/her seniority and job if he/she fails to respond to recall for full time work in five (5) consecutive days of recall notice.

8.12 All part-time hours will be divided into full-time hours for seniority calculation. Part-time is defined as twenty (20) hours or less scheduled hours of work per week.

ARTICLE 9 PROTECTION

Paraprofessionals will immediately, but in no case later than one (1) day, report all cases of assault suffered by them in connection with their employment to the building principal. A copy of such report will be forwarded to the Central Office.

ARTICLE 10 SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be found to be contrary to law, then said provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to administrative discretion and collective bargaining. All other provisions of the Agreement shall continue in effect.

ARTICLE 11 JURY DUTY PAY

In accordance with Chapter 234A of the Massachusetts General Laws, any Paraprofessional required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

ARTICLE 12 SALARY

12.1 Conditions:

12.2 All raises shall become effective on July 1st of each year.

12.3 Yearly advancement from one step to the next shall be automatic.

12.4 When a student who is the responsibility of a Paraprofessional is absent from school, the Paraprofessional shall be paid his or her regular rate of pay, as if the student were present so long as the absence does not exceed two (2) consecutive weeks, otherwise, the Paraprofessional will be subject to the layoff provisions of this Agreement.

12.5 Paraprofessionals will be paid in twenty-one equal payments. Adjustments will be made if actual hours worked is not consistent with the estimated annual salary.

12.6 In Fiscal Year 2022, Fiscal Year 2023, and Fiscal Year 2024, Paraprofessionals will receive step increases and increases per the salary table below in Section 12.7

12.7 Salary Schedule. The following salary schedule shall replace what is presently in the collective bargaining agreement and shall be paid retroactive to July 1, 2021.

<u>Steps</u>	FY '21 (current pay)	FY '22 (4% increase) <u>7/1/21</u>	FY '23 (2% increase) <u>7/1/22</u>	FY '24 (2% increase) <u>7/1/23</u>
1	\$14.25	\$14.82	N/A	N/A
2	\$15.00	\$15.60	\$15.91	\$16.23
3	\$15.64	\$16.27	\$16.59	\$16.92
4	\$16.98	\$17.66	\$18.01	\$18.38
5	\$17.49	\$18.19	\$18.55	\$18.92
6	\$18.01	\$18.73	\$19.11	\$19.49
7	N/A	\$19.29	\$19.68	\$20.07
8	N/A	N/A	N/A	\$20.67
10 Year	\$18.51	\$19.79	\$20.18	\$21.17
20 Year	\$19.26	\$20.54	\$20.93	\$21.92

Note: While one step is being added in FY '22 and another is being added in FY '24, and while one step is being deleted in FY '23, the steps are not being renumbered and in no event will a Paraprofessional receive a two-step increase in any given year of the collective bargaining agreement as a result of steps being added/deleted, or otherwise. Rather, employees will simply move up one step, if any, each year of the bargaining agreement as if no steps had been deleted. By way of illustration, if an employee is on Step 1 in FY '21 earning \$14.25, that employee will move to Step 2 in FY '22 and will earn \$15.60 per hour. That employee will then move to Step 3 in FY '23 and will earn \$16.59 per hour. In FY '24, that same employee will then move to step 4 and earn \$18.38.

12.8 Any Paraprofessional who has completed 10 years of continuous service to the District will be entitled to receive an additional value step which shall be \$0.50 cents per hour above the highest Step in that given year. Any Paraprofessional who has completed twenty (20) years of service to the District will be entitled to receive \$1.25 per hour above the highest Step in that given year.

12.9 In determining eligibility for this step, the following shall apply: Paraprofessionals with a date of first employment between August 1 and January 31 shall receive this step on the first work day in September of the school year of their eleventh anniversary date; Paraprofessionals with a date of first employment between February and July 31 shall receive this step on the first work day in September of the school year immediately following their eleventh anniversary date.

12.10 Retroactive to July 1, 2021, a Paraprofessional who has successfully completed and received an Associate of Arts (A.A.) degree from an accredited Junior College or Community College or who is deemed as a "Highly Qualified" Instructional Paraprofessional as defined by the No Child Left Behind Act of 2001 shall receive an additional education stipend of \$0.50 per hour over their rate in 12.7 above.

12.11 Retroactive to July 1, 2021, Paraprofessional who has successfully completed and received a Bachelor of Arts or Bachelor of Science (B.A./B.S.) degree from an accredited College or University shall receive an additional education stipend of \$0.75 per hour over their rate in 12.7 above.

12.12 These education stipends (12.10 and 12.11) are separate and non-cumulative and shall be paid in a manner consistent with the following:

Documentation received on or before August 18, 2001 shall be applied to the first workday in July, 2001;

Documentation for 12.10 and 12.11 received on or before September 15 shall be applied to the first workday in October of that same year;

Documentation received on or before January 18 shall be applied to the first workday in February of that same year.

ARTICLE 13 DURATION

This Agreement shall become effective July 1, 2021 and shall remain in full force and effect until June 30, 2024, unless either party notifies the other party prior to February 1, 2024, or any February 1st thereafter of its desire to terminate or modify this Agreement. Following such notification, the parties shall meet and shall continue to make themselves available at convenient times and places for the purpose of negotiating a successor Agreement.

ARTICLE 14

NO STRIKE

14.1 No Paraprofessional covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services from the District, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established. Neither the Union nor any of its officers, agents or Paraprofessionals will call, institute, authorize, participate in, or sanction any such strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, including upon termination of this Agreement.

14.2 Should any Paraprofessional or any group of Paraprofessionals covered by this Agreement engage in any job action described in paragraph 14.1 of this Article, the Union shall forthwith disavow such activity and refuse to recognize any picket line established in connection therewith, and shall, at the request of the District, take all reasonable means to induce such Paraprofessional or group of Paraprofessionals to terminate any such job action.

Violation of paragraph 14.1 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be just cause for disciplinary action against such Paraprofessional and such other action as the District shall deem appropriate.

14.3 If there is any violation of this Article by the Union or Paraprofessional, the District may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement file, independently, an action in the appropriate Court to enforce this Article.

ARTICLE 15

PENSION CREDITS & INSURANCE

15.1 All Paraprofessionals covered by this Agreement who work more than twenty (20) hours per week shall be a member of the Worcester Regional Retirement System.

15.2. Health, dental, disability (long-term) and vision insurance shall be provided by the District in conformance with the PEC Agreement.

15.3 In case of absence due to an industrial accident, the District agrees

to allow the Paraprofessionals to make up the difference between their average weekly wage and the amount received from worker's compensation by drawing down from their sick leave balances. The amount of such difference shall be charged against the Paraprofessional's accrued sick leave. If no sick leave is available, the Paraprofessional may not recover any difference in pay.

ARTICLE 16 TRAINING REIMBURSEMENT

16.1 If the District requires additional or special training of any Paraprofessional of the Union, the District will pay the Paraprofessional hourly for all associated costs for such training.

16.2 Paraprofessionals who are trained to perform ELL assessments will be compensated at an hourly rate equal to \$2.00 more than the Paraprofessional's regular hourly rate. The Paraprofessional will be paid at this rate for four (4) hours per assessment. One of these hours will be in addition to the Paraprofessional's normal work hours.

16.3 Paraprofessionals shall not be required to create any lesson plans for students.

** The Parties' bargaining teams agreed to review the District's policy on travel/training and work collaboratively to determine what, if any, portions of that policy to include in this collective bargaining agreement. The parties will focus on duty free lunch, mileage for work travel (excluding commuting travel which shall not receive a mileage reimbursement), payment for tolls and parking to attend trainings. Any agreements reached by the parties on these topics/items will be memorialized in a side letter agreement.

ARTICLE 17 BULLETIN B OARDS

17.1 The District shall provide space for a bulletin board for Union notices at each school. The Union will not post notices of libelous or profane nature and shall be limited to bona fide Union activities. The Union shall not post notices at any school facility location other than the approved bulletin board(s).

ARTICLE 18
DUES DEDUCTION AND AGENCY FEE

18.1 In accordance with the provisions of Chapter 180, Massachusetts General Laws, the District shall certify to the Treasurer of the Wachusett Regional School Committee all payroll deductions for dues to the Teamsters Union Local 170.

18.2 In accordance with General Laws Chapter 150E, Section 12, all Paraprofessionals covered by this Agreement who are not Union Members shall after thirty (30) days of employment or within thirty (30) days of the effective date of this Agreement, whichever is the later, be required as a condition of employment to pay the Union an agency service fee commensurate with the cost of collective bargaining and contract administration. Such agency service fee shall not exceed the cost of Union dues charged to Paraprofessionals in the unit who are Members of the Union.

18.3 **DRIVE:** The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. Drive shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The employer shall submit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

Any official of the International or Local Union shall be permitted reasonable access to the employer's premises for the purpose of discussing DRIVE participation on the premises provided such access shall not interfere with the conduct of the employer's business.

ARTICLE 19
PARAPROFESSIONALS AS SUBSTITUTES

19.1 When a substitute teacher cannot be obtained through the normal course of operation and procedure to cover for an absent teacher, Paraprofessionals may be assigned to the role of substitute teacher in the school to which the Paraprofessional is regularly assigned. Effective on the first day for the 2022-2023 school year, for the period of said assignment, the Paraprofessional's hourly rate shall be adjusted by an additional \$9.00 per hour or shall be paid the hourly substitute teacher daily rate currently paid by

the District, whichever is greater. For purposes of computing substitute pay, any substitution over fifteen (15) minutes in length shall trigger the payment of one hour of substitute differential. For example, an employee who substitutes for 15 minutes will be paid one hour of the substitute differential. Similarly, if an employee substitutes for 1 hour and 15 minutes they shall receive two hours of the substitute differential. However, if a Paraprofessional only substitutes for 14 minutes, they will not receive a substitute differential. Similarly, a Paraprofessional who substitutes for 1 hour and 14 minutes will only receive one (1) hour of substitute differential. Effective on the first day of school for the 2022-2023 school year, Paraprofessionals assigned to monitor a classroom of students when there is no teacher present, shall receive an additional \$9.00 per hour substitute pay for every hour he or she monitors the classroom. If there is more than one Paraprofessional in a classroom, the substitute/monitor duties will be assigned on a rotating basis. Any Paraprofessional who normally supervises students independently as part of their normal duties, high school monitors for example, are not entitled to this stipend. Prior to the start of each school year, Paraprofessionals shall be given an opportunity to volunteer to be placed on the District's substitute teacher list. If for any reason, a Paraprofessional who volunteers to be placed on the list wishes to be removed from the list, he/she must provide the District with a notice of such desire ten (10) school days prior to the effective date of such removal from the substitute list.

19.2. In emergency situations, the District reserves the right to assign Paraprofessionals to serve as substitute teachers, whether on the substitute list or not, and the Paraprofessionals shall be paid consistent with the terms detailed above. Any Paraprofessional who normally supervises students independently as part of their normal duties, high school monitors, for example, shall be exempt from this provision.

19.3 Retroactive to July 1, 2021, whenever a Paraprofessional is assigned to, is substituting for, or oversees students normally assigned to an ABA/PA, the Paraprofessional shall receive an additional \$5.00 per hour.

ARTICLE 20 SUMMER EMPLOYMENT

Preference shall be given to those Paraprofessionals who worked in the Summer Program in prior years, and have received a favorable annual performance evaluation, and have good to excellent attendance. In cases where there is a reduction in positions from prior years and all of the Paraprofessionals were recommended to return, seniority will then be used to determine which Paraprofessionals will return.

The District agrees to pay each Paraprofessional who is asked by the District to perform paraprofessional services during the summer months his or her same hourly rate including longevity, educational, toileting, and CPI differentials, he or she would earn performing those paraprofessional services during the regular school year. The only exception would be if the summer position does not require toileting, in which case there would be no toileting money paid. The District also agrees to extend substitute pay provisions of the Contract to the summer session.

ARTICLE 21 TUTORING

Retroactive to July 1, 2021, when a member of the bargaining unit performs the duties of a tutor before or after their work hours, the member of the bargaining unit shall be paid at a rate of no less than twenty-five dollars (\$25) per hour for those services. If a member of the bargaining unit has a current Massachusetts Teacher Certification on file at the District's office, the member of the bargaining unit shall be paid at a rate of no less than thirty-five dollars (\$35) per hour for tutoring that occurs before or after their work hours."

ARTICLE 22 MISCELLANEOUS

22.1 Seniority List.

The Union may request in writing, not more than once per month, a list of all bargaining unit members' seniority. Any request so made will be responded to within ten (10) school days of the request. Any requests that are made during the summer months when school is not in session need not be responded to until school commences in fall and the ten (10) school day response clock resumes.

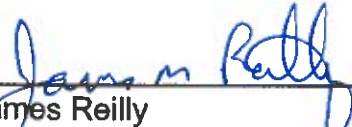
22.2 All Paraprofessionals will complete CPI Training on/or before June 2017. CPI Training is required for all staff hired on/or after September 1, 2015.

22.3 Insurance mitigation money will be paid to those active employee health insurance subscribers who were paying 10% for their health insurance as of June 30, 2015 and were increased to 20% effective July 1, 2015. Family Contracts will receive \$500 and Individual Contracts will receive \$250. This same payment will be paid in FY '17 and then end.

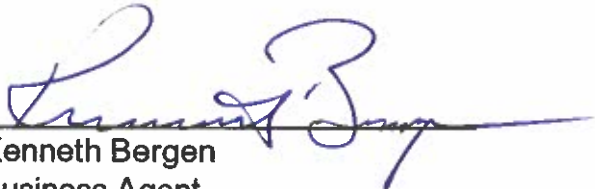
IN WITNESS WHEREOF, we have affixed our signatures this ____ day of
February 2023.

Wachusett Regional School District


Teamsters Union, Local 170



James Reilly
Superintendent of Schools



Kenneth Bergen
Business Agent



Scott Runstrom,
Chairperson
Wachusett Regional School Committee

