

AGREEMENT

**BETWEEN THE
BRIDGEWATER-RAYNHAM REGIONAL
SCHOOL COMMITTEE
AND THE
BRIDGEWATER-RAYNHAM
EDUCATION ASSOCIATION**

EDUCATION SUPPORT PROFESSIONALS

September 1, 2017 - August 31, 2020

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Bridgewater-Raynham Education Support Professionals

UNIT B

AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Agreement is made by and between the Bridgewater-Raynham Regional School Committee and the Bridgewater-Raynham Education Association.

ARTICLE I RECOGNITION

A. Recognition

1. For the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent for all full-time and regular part-time instructional, and health ESPs employed by the Bridgewater-Raynham Regional School District, but excluding all managerial, confidential and casual employees and all other employees of the Bridgewater-Raynham Regional School District. Unless otherwise stated, all benefits shall be prorated for regular part-time employees.
2. Unless another employee organization shall have been designated as the exclusive representative of the professional employees, the Committee agrees that so long as this Agreement shall continue in effect, it will not recognize any organization other than the Association as the representative of the professional employees for the purpose of collective bargaining.

B. Definitions and Coverage

1. The term "ESPs" as used in this Agreement, unless otherwise specified, refers to all members of the bargaining unit, also known as Education Support Professionals.
2. The term "Association" as used in this Agreement refers to the Bridgewater-Raynham Education Association, an affiliate of the MTA/NEA.
3. The term "Committee" as used in the Agreement refers to the Bridgewater-Raynham Regional School Committee.

**ARTICLE 2
COMPENSATION AND OTHER CONDITIONS**

Subject to the provisions of this Agreement the wages, hours, and other conditions of employment applicable on the effective date of the Agreement to the employees covered by this Agreement shall continue to be so applicable.

**ARTICLE 3
GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is defined as a complaint by an employee, group of employees or the Association that as to the complaint there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement.
2. The "grievant" may be either an individual employee, a group of employees or the Association.
3. "Days" shall mean school days, except during the summer recess when "days" shall mean when the Superintendent's office is open.

B. Purpose

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

C. Representation

1. Nothing herein shall be construed as limiting the right of any employee having a grievance from presenting a grievance without representation by the Association; however, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. Further, the Association shall have the right to be present and be heard at each level of the procedure.
2. The grievant may be represented at all steps of the grievance procedure by representatives of the BREA/MTA/NEA.

D. **Procedure**

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.

Grievances not initially presented or processed throughout the levels of this procedure in accordance with the time limits set forth herein shall be deemed to have been waived. A dispute as to whether a grievance has been waived will be subject to Arbitration pursuant to Level Four.

Level One:

The grievant shall present the grievance, in writing, to the appropriate Principal within thirty (30) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it.

Should the grievance involve a decision of the Superintendent of Schools or School Committee, it may be commenced at Level Two of this procedure within thirty (30) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it.

Note: Prior to submitting a grievance in writing, the grievant, either alone or with the Association, is encouraged to meet with the appropriate supervisor to discuss informally the issues surrounding the complaint in an effort to resolve the problem. No informal resolution can be inconsistent with the terms of the Agreement.

Level Two:

If at the end of ten (10) school days next following such presentation the grievance shall not have been disposed of to the grievant(s) satisfaction, the grievant(s) may, within ten (10) school days thereafter, submit the grievance to the Superintendent who shall, within ten (10) school days thereafter, meet with the grievant(s) in an effort to settle the grievance.

Level Three:

If at the end of ten (10) school days next following such meeting with the Superintendent the grievance shall not have been disposed of to the grievant(s) satisfaction, the grievant(s) may, within ten (10) school days thereafter, submit the grievance to the School Committee and, within ten (10) school days thereafter, the Committee shall meet with the grievant(s) in an effort to settle the grievance.

Level Four:

If at the end of ten (10) school days next following such meeting with the School Committee the grievance shall not have been disposed of to the satisfaction of the Association, the Association may, within ten (10) school days thereafter, file a Demand for Arbitration with the American Arbitration Association. Said Demand will also be served upon the School Committee within this ten (10) day period. The parties agree to abide by the Voluntary Labor Arbitration Rules of the American Arbitration Association for disposition of the grievance. The Arbitrator's Award shall be final and binding upon the Committee, the Association, and the Grievant. The Arbitrator's decision will set forth, in writing, findings of fact, reasoning, and the conclusions on the issues submitted by the parties. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates or would alter, add to, detract from or modify the terms of this Agreement. The cost for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be born equally by the Committee and the Association; but each party shall bear its own expenses for the presentation of its case.

E. Miscellaneous

1. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two in accordance with the time limits set forth in Level One. The Association may process such a grievance through all levels of the grievance procedure even if the grievant(s) do not wish to do so.
2. All grievances shall be in writing and shall specify the nature of the grievance, article or articles violated and remedy sought. Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing, shall set forth the decision and the reasons therefore and shall be transmitted promptly to the grievant and the Association.
3. No written communication nor document or record relating to a grievance shall be filed in the personnel file of any grievant(s) except as may be required to implement the disposition thereof.
4. No reprisals of any kind will be taken by the Committee, the Administration or the Association against any participant in the grievance procedure by reason of such participation.
5. Attendance by the grievant(s) and the Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.
6. The Committee will make available to the grievant(s) and the

Association such documents and data as the Committee may possess which are relevant to the grievance and which are public records.

**ARTICLE 4
SICK LEAVE**

A. Number of Sick Days and Accrual

1. Sick leave with full pay up to fifteen (15) working days in each school year will be granted to an ESP while she/he is serving as a full-time ESP of the District, accruable up to one hundred eighty-five (185) days. Part-time ESPs will accrue sick leave on a pro rata basis up to a maximum accumulation of one hundred eighty-five (185) days. Each ESP will be credited fifteen (15) on the first day of work of each year following their first year of employment. All District employees who have moved from one position within the district to an ESP position shall be able to carry their accrued sick leave with them.

2. **First Year Employees**

Notwithstanding Section A.1 above, each first year ESP will be credited with six (6) days of sick leave effective the first day of actual service during her/his first year of employment. (This represents the accruable days for September through December of that first year.) For the remainder of the first year, said first-year employees will accrue sick leave at the rate of one and one-half (1-1/2) days per month to a maximum of fifteen (15) days.

Employees who have reached the maximum of sick leave accumulation shall be able to use the sick days credited annually before accessing their previously accumulated sick days with the understanding that their total accumulation shall never exceed the maximum accumulation allowed.

3. **Notification**

In order to qualify for sick leave benefits, an ESP must be sick or incapacitated and must notify her/his Principal by the previous evening or no later than 6:30 A.M., if possible, on the day of the absence of her/his condition, with an estimate as to how long she/he will be absent from her/his position.

4. **Medical Certificate**

A Doctor's certificate stating the nature and continuance of the disability may be required for any absence of more than five (5) consecutive school days or if the Superintendent has good reason to believe that an employee's sick leave usage demonstrates a pattern of sick leave abuse.

5. **Sick Leave Usage**

Sick leave will be granted to ESPs under the following conditions:

- a. When the ESP is incapacitated for the performance of her/his duties by sickness or injury;
- b. When exposure to Fifth's Disease will cause an employee or the employee's unborn child a serious and substantial health hazard; and
- c. In the case of illness of a husband, wife, child, parent of the ESP or person living in the immediate household of the ESP.

6. **Sick Leave Bank**

All ESPs shall be covered by the provisions of the Unit A Sick Leave Bank, which is attached hereto as Appendix A.

7. **Workers Compensation**

Whenever an ESP is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will, if the employee requests, be paid his/her full salary (less the amount of any Workers Compensation award made for temporary disability due to said injury) for the period of such absence and the employee will lose that percentage of what the Committee pays in sick days. For example, if Workers Compensation pays 60% of a days' pay and the Committee pays the remaining 40%, the employee will lose 40% of a sick day.

In the event that a member of the bargaining unit is injured as the result of physical harm inflicted by a student and qualifies for workers' compensation, the bargaining unit member will be paid his/her full salary, less the amount of any workers' compensation award made for temporary disability due to said injury and no part of such absence will be charged to his/her accumulated sick leave.

8. If an ESP should die while employed by the District, the Committee shall pay the ESP's accumulated sick leave to the ESP's estate in a lump sum or in 24 equal monthly installments as the estate shall so designate.

ARTICLE 5
TEMPORARY PAID LEAVE OF ABSENCE

A. Personal Leave

Employees shall be granted up to three (3) days of personal leave annually for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours and are matters of hardship or other pressing need and not merely personal convenience. Personal leave days may not be taken to extend a holiday or vacation period. Notwithstanding the foregoing, the use of a personal leave day immediately before or after a holiday or vacation period will not be denied in cases of emergency. Any unused personal days shall be converted to accumulated sick days.

B. Bereavement Leave

1. Upon the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, sibling, grandparent, grandchild or member of the immediate household of the employee will be granted five (5) days' leave with pay.
2. Employees may be granted one (1) days' leave in the event of the death of any person, at the discretion of the Superintendent, unless said person is a member of the employee's immediate household, in which even the employee will be entitled to the aforesaid five (5) days.

C. Paid Holidays

Employees shall be entitled to full pay for the following holidays:

Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Good Friday when school is not in session, Memorial Day and Labor Day providing school is in session prior to Labor Day.

D. Religious Leave

The practice on religious leave for Bridgewater-Raynham with respect to religious high holy days will be continued.

E. Professional Days

Employees may, at the discretion of the Superintendent or his/her designee be granted one (1) Professional Day to attend educational conferences or workshops. ESPs will be given as much advance notice as possible of professional workshops that are available.

F. **Jury Duty and Court Leave**

In accordance with M.G.L. Chapter 234A Employees who are called to jury duty, will be paid the difference between their regular daily rate of compensation and the compensation received for jury duty. The employee will submit evidence of the amount of compensation that he/she received for jury duty.

1. Court Leave – School related business:

If an employee is required by the Superintendent or his/her designee, or by subpoena, to appear in court as witness on school-related business after the normal work day or during school vacations, i.e., Thanksgiving recess, Christmas recess, winter and spring recess, or during the summer break, the employee shall be paid his/her normal daily rate of pay for the time needed to attend court and not be subject to any loss of pay.

2. Court Leave – Not related to school business:

If an employee is required by subpoena to appear on matters not related to school business, the Superintendent may grant the employee court leave with pay upon the presentation of the subpoena.

G. **Association Leave**

1. Employees who are voting delegates to the MTA Annual Meeting will be granted one (1) day each to attend the Annual Meeting.

Professional days may be granted, by the Superintendent, to Association Representatives to attend MTA and/or NEA conferences, meetings, and conventions provided, however, that the total number of days to be granted to the Association, pursuant to this Section G.2, shall be limited to a total of ten (10) days per year, non-accruable. For example, ten (10) days may be granted to one representative, or ten (10) representatives may be granted one (1) day each.

3. If arbitration hearings are scheduled during the school day, the grievant, the Association representative and any other employee(s) who is to appear as a witness shall be released, without loss of pay, for the hearing.

4. Employees who are to be witnesses at hearings before the Massachusetts Department of Labor Relations shall be released without loss of pay for the hearing.

5. The President of the Bridgewater-Raynham Education Association shall be released of all supervisory duties while serving in the capacity of President.

- H. All leaves taken under this Article will be in addition to any sick leave to which the ESP is entitled.

**ARTICLE 6
EXTENDED LEAVES OF ABSENCE**

A. **Maternity/Parental/Adoptive Leave**

1. An ESP requesting a maternity/adoption leave shall notify the Superintendent of the total length of the leave desired including disability sick leave and extended unpaid leave. An ESP may not request consecutive maternity leaves without having completed a full school year of employment between maternity leaves pursuant to this section. An ESP may request only disability leave or a combination of disability and extended unpaid leave, but the total maternity leave shall not exceed two (2) school years except as provided in Section 7. The combinations of disability and unpaid leave may include unpaid leave before the disability period and/or after the disability period.

An ESP who adopts a child shall be entitled to up to five (5) days with pay, which will be deducted from sick leave, if taken within the first six (6) weeks of the arrival of the adopted child, the birth of the child or when a child goes home from the hospital.

2. An ESP requesting maternity leave shall, except in cases of premature delivery, give two (2) weeks' prior notice to the commencement of the leave of her anticipated date of departure and intention to return.
3. An ESP may, during the disability period, apply her accumulated sick leave to the disability resulting from her pregnancy, childbirth and recovery from childbirth. Sick leave shall be allowed only for days that ESPs would normally be working during their regular work year. The ESP's attending physician shall certify to the Superintendent the length of the ESP's disability period. An employee who desires to return to work at the end of her disability period may then return to work.
4. An ESP not otherwise covered by the above subsections of this Section C shall be entitled to parental or adoptive leave under the same terms and conditions as set forth above, except that the ESP shall not be eligible for sick leave, except as specified in 1 above, and provided that such leave shall commence immediately following the birth or the arrival in the home of the child to be adopted or in the event the employee is required to take time prior to the adoption which is directly related to the adoption. Adoption leave, for the purpose of this Article, shall mean leave to adopt a child who is under 18 years old, or a child who is mentally or physically handicapped or who is from a country other than the United States. Parental leave, for the purpose of this Article, shall mean leave granted following the birth of the employee's child, or a child to be adopted, provided such child is

under 18 years old, or the child is mentally or physically handicapped or from a country other than the United States.

5. In the event that the reason for leave under this Article is no longer operative, then such ESP, with the approval of the Superintendent, may return to work.
6. All benefits to which an ESP was entitled at the time his/her leave commenced, minus any sick leave used, will be restored upon return, and the ESP will be assigned to the same position held at the time the leave commenced, if it exists, or to an equivalent position, if possible.
7. An ESP on leave pursuant to this Section A of Article 6 may return to work at the commencement of the school year in September, or at the start of the third quarter in January. Under normal circumstances, an ESP must give written notice to the Superintendent of intent to return by March 1st, but if said date is not practicable, then notice shall be given to the Superintendent no later than June 1st or 90 days prior to the intended return date.

B. Unpaid Leaves

An ESP may be granted a leave of absence without pay or increment, at the sole discretion of the Superintendent, for personal reasons. The Superintendent's decision is binding and will not be subject to the grievance procedure.

C. Miscellaneous

1. The rights of insurance coverage on leaves provided in this Article shall be controlled by M.G.L. Chapter 32B.
2. In the event of a reduction in force during the period in which any employee is on leave pursuant to this Article, that employee will be considered to be in the active service of the school system and, therefore, subject to the Reduction in Force provisions of the Agreement.
3. All benefits to which an employee was entitled to at the time his/her leave commenced under this Article minus any sick leave used if on maternity leave, will be restored upon return, and the employee will be assigned to an equivalent position, if possible.
4. An employee returning from a leave under this Article who is not on maximum step will be placed on the next appropriate step provided she/he has worked ninety-two (92) school days in the year from which the leave was taken on the salary schedule.

ARTICLE 7
WORK YEAR, WORK DAY AND WORK ASSIGNMENTS

A. Work Year

1. The work year of ESPs shall consist of the following: one-hundred and eighty-one (181) required work days, consisting of one-hundred and seventy-eight (178) full days, one of which is Convocation day, and three (3) half days; and three (3) professional development days for a total of one-hundred and eighty-four (184) work days. The work year shall begin no earlier than the Monday prior to Labor Day, in which case the Friday before Labor Day will be a non-work day, and terminate no later than June 30th. ESPs will work their regularly scheduled hours on Parent-Teacher Conference Days.

B. Work Day

1. The work day for full-time ESPs shall consist of six and one-half (6-1/2) hours including a paid duty free lunch which shall be the equivalent of the teachers' paid duty free lunch.
2. ESPs will work and will be paid for their regularly scheduled hours on all Professional Development days provided the ESP actually attends the professional development.
3. ESPs requested to work beyond their regularly scheduled hours shall be paid at their current hourly rate of pay.
4. Part-time ESPs will receive all salary related benefits at their part-time per diem rate.

C. Work Assignments

1. ESPs shall be notified of their expected assignments for the coming school year not later than August 15th if possible.
2. All assignments will be made without regard to the race, color, creed, sex, religion, sexual orientation, age, national origin, handicap, or marital status of the ESP, except where such factors, or one more of them, constitute a bona fide occupational qualification.
3. ESPs shall not administer medications except in emergency situations.
4. There will be no temporary positions that last longer than ninety-two (92) school days.

D. **Travel Reimbursement**

1. **Inter School Travel**

Bargaining unit members who are assigned to more than one (1) school in any one (1) school day, will be reimbursed at the mileage rate in effect for reimbursement of the Commonwealth employees for all inter-school driving required, as measured by the Superintendent, on the basis of the bargaining unit members assigned schedule. Receipts for said travel shall be submitted on a monthly basis to the appropriate building principals who shall verify the travel prior to submitting the receipt to the Superintendent. Reimbursement shall be paid with the last installment of salary payable in June.

**ARTICLE 8
SALARY**

A.	Step	FY 2017	FY 2018	FY 2019	FY 2020
	1	\$13.46	\$13.73	\$14.00	\$14.28
	2	\$14.45	\$14.74	\$15.03	\$15.33
	3	\$15.42	\$15.73	\$16.04	\$16.36
	4	\$16.39	\$16.72	\$17.05	\$17.39
	5	\$17.36	\$17.71	\$18.06	\$18.42
	6	\$18.35	\$18.72	\$19.09	\$19.47
	7	\$19.31	\$19.70	\$20.09	\$20.49
	8	\$20.27	\$20.68	\$21.09	\$21.51
	9	\$21.25	\$21.68	\$22.11	\$22.55
	10	\$22.23	\$22.67	\$23.13	\$23.59
	15	\$24.82	\$25.32	\$25.82	\$26.34

Increases will be effective on the first day of work on each school year.

Sign Language Interpreter

Shall be placed on Step 10 of the salary schedule and will receive an annual stipend of two thousand dollars (\$2,000). The Sign Language Interpreter must be employed by the District as an ESP for fifteen (15) years to move to Step 15.

NOTE: If the positions of Sign Language Interpreter and/or Speech and Language ESPs are less than full-time, the annual salary will be pro-rated.

B. Distribution of Paychecks

1. All employees shall be required to utilize direct deposit.

C. Longevity Payments

An employee with continuous service within the ESP bargaining unit shall, on their anniversary date, be granted an annual longevity payment in the amount set forth below:

Effective September 1, 2016

- 10 years - \$400.00
- 15 years - \$600.00
- 20 years - \$1,100.00
- 25 years - \$1,300.00
- 30 years - \$1,500.00

Longevity will be paid in a lump sum, annually, to correspond with the first teacher pay period of the school year. Retirees will be paid in a lump sum in the last pay period of June in the year in which they retire rather than the following school year.

**ARTICLE 9
REDUCTION IN FORCE**

In the event the employer determines to reduce the number of employees covered by this Agreement, the following procedures for reduction in force will be followed:

A. Definitions

1. Seniority

- a. Seniority means an employees length of total service in years, months, and days in a unit position commencing on said employee's initial date of employment.
- b. When the total number of years, months, and days are equal, seniority shall be determined by lottery.
- c. 1. The seniority list shall mean a list specifying the order of seniority of each employee. The Superintendent and the Association will jointly prepare a seniority list by October 1st of each year.

2. Any employee who wishes to challenge her/his position on the seniority list shall submit the challenge to the Superintendent and the Association in writing, setting forth the basis for the challenge, no later than November 1st.

d. Notwithstanding the above, members of the Bridgewater-Raynham Education Association who were in the employ of the District on July 1, 1994, shall maintain their seniority date of employment from either Bridgewater, Raynham or Bridgewater-Raynham. In addition, time deducted for leaves in either Bridgewater, Raynham or Bridgewater-Raynham will be maintained. Beginning July 1, 1994, the provisions of this Article will cover future employment for all employees.

2. **Leave of Absence**

Approved unpaid leaves of absence shall not be deemed to interrupt continuous service; however, there shall be no accrual of seniority while on unpaid leave except as specified otherwise in Article 6 of this Agreement or except as provided by law.

Employees on paid or unpaid leaves shall be subject to layoff in accordance with this Article.

B. **Notification**

Employees to be laid off will receive at least sixty (60) calendar day's notice prior to the effective date of layoff.

C. **Layoff**

In the event that layoffs are necessary, employees with equal seniority shall be laid off in the following order:

1. Part-time employees in the equal seniority year group are reduced first.
2. Full-time employees in the equal seniority year group are reduced next.
3. Reductions in the equal seniority group are tied shall be done by lottery.
4. In the event a full-time employee is hired after the beginning of the school year, that employee shall be the most junior of those hired that year.
5. After the layoff of employees, those remaining employees whose positions have been eliminated will be so notified in writing no later than June 30th. Such employees will provide the administration with their summer address and telephone number. Employees will be notified by mail of the open positions with

a description of the work and the hours of work. The employees are to submit their choices of position within seven (7) calendar days and seniority will be followed for the purpose of awarding employees to open positions. Failure to respond within seven calendar days will result in the loss of her/his place on the list.

D. **Recall**

1. Employees laid off due to reduction in force will be placed on the recall list for twenty-four (24) months from the effective date of layoff. The effective date of layoff shall be the last day of contractual year.

During the recall period, employees on the recall list shall notify the District of their intention to remain on the recall list and shall notify the District of any changes in their residence.

2. Employees on the recall list shall be deemed to be on a leave of absence due to layoff from the District for the duration of the recall period.
3. Employees will be recalled to vacancies in the reverse order of their layoff.
4. No new personnel shall be hired to fill vacancies where employees are on the recall list until all employees have been recalled.
5. Employees on the recall list shall be entitled to membership in any group health and/or life insurance coverage in existence at the time of the effective date of layoffs provided, however, that the employee pays the entire cost of such insurance and there shall be no contribution by the District for such employee's insurance.
6. All benefits to which said employees were entitled at the time layoff commenced including, but not limited to unused accumulated sick leave, will be restored upon return, and the employee will be placed on the applicable salary schedule step attained when the layoff began.
7. When a vacancy occurs to which employees are entitled to be recalled as set forth above, the Association President and the appropriate employee on the recall list will be notified by Certified Mail, Return Receipt Requested, at their last recorded address. Failure to accept Certified Mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days of the date of receipt or delivery of said notice shall be considered a rejection of such offer, and the employee shall be removed from the list. It shall be the responsibility of the employee on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes of address. The recall notice will include the date when the employee is to

commence work. The employee who accepts recall must commence work on the date set forth in the recall notice unless prevented from doing so by illness, injury or disability from which the employee is expected to return to work. During the recall period, no employee shall be dropped from the recall list unless that employee failed to accept a position which is in the bargaining unit, and which provided equivalent hours of employment to the position held by said employee at the time of layoff.

An employee who was reduced from a full-time position and is on the recall list may accept a part-time position and retain his/her eligibility to be assigned to a full-time position for the subsequent school year; and an analogous right shall exist for an employee who may be reduced from a part-time position, accept the full-time position, and wish to retain eligibility for assignment to a part-time position for the subsequent school year.

ARTICLE 10 INSURANCE BENEFITS

A. Health Insurance

1. The Committee shall accept Section 19 of Chapter 32B of the Massachusetts General Laws. Health Insurance benefits are negotiated by the Public Employee Committee (PEC).
2. In the event of the death of an active employee or retiree, the surviving spouse and dependent children may continue coverage under the existing plans until the re-marriage or death of the surviving spouse. In the event of the death of the surviving spouse, the dependent children may also continue coverage under the existing plans until they reach the age that they are no longer eligible for health insurance coverage.

The District shall continue to pay the percent of the premium coverage at the rate of active or retired employees whichever is greater.

B. Life Insurance and Accidental Death and Dismemberment Insurance

1. Active employees shall be eligible to participate in the \$25,000 of group life insurance and \$25,000 group accidental death and dismemberment insurance, and the District will pay fifty-five percent (55%) of the cost of the premium.
2. Retirees of the District shall be eligible to participate in the \$25,000 of group life insurance and \$25,000 group accidental death and dismemberment insurance, and the District will pay fifty-five percent (55%) of the cost of the premium.

This benefit is only available if the retiree participated in the group life insurance plan as an active employee.

C. Dental Insurance

The Employer agrees to make payroll deductions for a Group Dental Plan to be funded entirely by the employees who join the group.

D. Flexible Spending Accounts

The District will implement a flexible spending account program for all employees eligible for health insurance benefits at no cost to the employee.

**ARTICLE 11
POSITION NOTIFICATION**

1. Notice of all vacancies shall be posted for at least ten (10) days on the School District's recruitment website.
2. Such notices shall include the job title, the qualifications, salary, description of duties and responsibilities, and the closing date for applications.
3. When the only applicants for a vacancy within the bargaining unit are members of the bargaining unit, and qualifications are substantially equal, the position will be filled on the basis of seniority.
4. When applicants include person(s) outside the bargaining unit and the qualifications of the applicant(s) are substantially equal, the bargaining unit member will be given preference.
5. Notices of vacancies occurring between the end of one school year and the beginning of the next school year will be posted in accordance with the above procedures. Copies will also be sent via regular mail by the Superintendent to all ESPs who provide self-addressed stamped envelopes and a list of their areas of interest.

**ARTICLE 12
PERSONNEL FILES AND GOOD CAUSE**

A. Personnel Files

1. ESPs will have the right to review the contents of their personnel file, folders and records and to make copies of the contents of said files and to have a representative of the Association present for said review. A representative of the Committee shall also be present.
2. No materials derogatory to the conduct, service, character or personality of any ESP will be placed in his/her personnel file unless the ESP has had the

opportunity to review the material. The ESP must acknowledge that he/she has had the opportunity to such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The ESP will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

B. **Complaints**

Any written complaint regarding an employee made to any member of the Committee or coming to the Superintendent or the building principal from any parent, student or other person will be called first to the attention of the employee. Unsigned or anonymous complaints shall be disregarded and/or destroyed.

C. **Discipline**

The Association recognizes the authority and responsibility of the Administration for disciplining or reprimanding an employee for delinquency of performance. If an employee is to be disciplined or reprimanded, he/she may request that a representative of the Association be present. All disciplining or reprimanding shall take place in private.

D. **Good Cause**

During the school year, employees covered by this Agreement shall not be disciplined, reprimanded, reduced in rank, or compensation or deprived of any advantage without good cause. Good cause shall be any ground which is put forth in good faith and is not arbitrary, irrational and unreasonable.

E. **Rehire**

Employees not to be rehired for the next school year (that is not placed on layoff) shall be so notified prior to the end of the school year. The decision not to rehire shall not be arbitrary or capricious.

**ARTICLE 13
PROTECTION**

A. **Reporting Assaults**

Employees will immediately report, in writing, to their Principal, all cases of assault suffered by them in connection with their employment.

B. **Availability of Information**

This report will be forwarded via the Superintendent to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or persons involved.

C. **Indemnification**

The Committee shall abide by the mandatory provisions of Chapter 258 of the Massachusetts General Laws. The Committee will not adopt the optional Sections 8 and 9.

**ARTICLE 14
PAYROLL DEDUCTIONS**

A. **Dues Deductions**

The District agrees to deduct from the salaries of its employees dues for the Bridgewater-Raynham Education Association, Bristol and Plymouth County Education Association, Massachusetts Teachers Association and the National Education Association, and to transmit the monies within ten (10) days of the deduction to the Treasurer of the Bridgewater-Raynham Education Association. Employees' authorization shall be in writing, on a form determined jointly by the Treasurer of the Association and the District Treasurer. Dues will be deducted in six (6) monthly installments.

B. **Agency Fee**

1. The Committee agrees to require, as a condition of employment, that all employees covered by this Contract, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the 30th day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent to or from which membership dues are paid. Such amount will be certified annually to the Committee by the Association. To become a member and remain a member in good standing of the exclusive bargaining agent, an employee must become a member and remain a member in good standing of the Bridgewater-Raynham Education Association, Plymouth County Education Association, Bristol County Education Association, Massachusetts Teachers Association, and National Education Association.
2. The Association agrees to indemnify and hold harmless the Regional School Committee against all claims, suits or other forms of liability arising out of the deduction of said Agency Service Fee from an employee's pay, or out of the

application of the Article. The Association shall assume full responsibility for the disposition of the monies so deducted once they have been released to the treasurer of the Association. Said treasurer shall provide to the Committee any information that may be required pursuant to Massachusetts General Laws, Chapter 180, Section 17G.

C. **Annuity Deductions**

1. The District will, upon written request of an employee, enter into an agreement with said employee to reduce the amount of his/her salary to the extent permitted by Section 403b of the Internal Revenue Code, as amended, and to apply the amount of said deduction in salary to the purchase of a tax-sheltered annuity plan for said employee(s).
2. Deductions will be made in equal amounts by the District from the employee's paycheck per the District's approved plan.
3. On a day mutually agreed to by the District and the Association, within the month of September, each school year, employees may file enrollment applications for an annuity through the District Treasurer's office.
4. Changes (*i.e.*, additions to or reductions from the annuity amount) may be made during the months of September 1 to be effective October 1; January 1 to be effective February 1; and April to be effective May 1.
5. The District Treasurer shall submit payments so deducted to the issuing insurer, or selling company or corporation within fourteen (14) days of the deduction.

D. **Health Insurance Contributions**

Employee contributions for health insurance shall be prorated evenly between September 1 and June 30 of each year.

**ARTICLE 15
GENERAL PROVISIONS**

A. **Conflicts with Agreement**

As to all matters covered by this Agreement, the provisions hereof shall control in any case where a conflict may exist between any such provision and any practice, policy or rule or regulations of the Committee or any of the statutes set forth in Section 7(d) of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

B. **Separability**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to Law, then such provision or provisions

or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications will continue in full force and effect.

C. **Civil Rights**

ESPs are entitled to the full rights and privileges of citizenship, and no religious or political activities of any ESP, or lack of such activities, is grounds for any discipline or discrimination with respect to the employment of the ESP.

D. **No Reprisals**

The District will not take any reprisals of any kind against any employee(s) by reason of the employee's(s') membership in the Association or participation in its activities.

E. **No Discrimination**

No religious or political activities of any employees may be grounds for any discrimination with respect to the employment of such employee except as the same may be subject to penalty under the applicable Law.

F. **Printing of Agreement**

The cost of printing this Agreement will be shared equally by the Association and the School Committee.

G. **Changes in the Agreement**

This Agreement shall not be altered, amended or changed except in writing and will be signed by both the Committee and the Association, which writings shall be appended hereto and made a part hereof.

H. **No Strikes**

The Association agrees that it will not cause, condone or take part in any strike, walkout, slowdown, work stoppage or withholding of services in the Bridgewater-Raynham Public Schools.

I. **Management Rights**

The parties recognize and agree that as to every matter as to which a specific agreement is not set forth in this Contract, the Committee continues to retain the sole and unquestioned right to exercise all of the authority, powers, responsibilities and rights provided by and under the Laws of the Commonwealth of Massachusetts in the control, direction and management of the Bridgewater-Raynham Regional School District.

**ARTICLE 16
COURSE REIMBURSEMENT**

The Committee shall reimburse employees for courses it requires. It shall not reimburse for courses necessary to meet federal or state requirements.

**ARTICLE 17
NOTIFICATION OF INTENT TO RETIRE**

Effective September 1, 2007, an employee who is at maximum step, has served at least ten (10) consecutive years in the Bridgewater-Raynham Regional Schools, in the Bridgewater Schools, Raynham Schools and Bridgewater-Raynham Regional High School, and gives notice of his/her intent to retire under the provisions of Chapter 32 of the General Laws of Massachusetts, at the end of the school year or at the end of any subsequent school year, will receive an additional three (3%) percent of the base salary to which he/she is entitled in each of the two (2) school years next preceding his/her retirement date. The notice will be given in writing to the Superintendent of Schools not later than the December 1st next preceding the first of such two (2) years. An employee who gives such notice shall be deemed to have submitted his/her resignation to take effect on the day next following his/her announced retirement date if he/she shall not in fact have retired on such date.

**ARTICLE 18
DURATION**

A. **Term of Agreement**

This Collective Bargaining Agreement shall be in full force and effect for the period September 1, 2017 to and including August 31, 2020.

B. **Reopening for Negotiations**

By November 1, 2019, the Committee or the Association may, by giving written notice to the other, open negotiations for a successor Agreement. The party receiving such notice shall acknowledge receipt, in writing, within ten (10) school days after such receipt. Negotiations shall commence no later than February 1, 2020, or may, by mutual agreement of the parties, commence at an earlier or later date.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed in duplicate in their names on the date set forth below.

BRIDGEWATER- RAYNHAM REGIONAL SCHOOL COMMITTEE

CHAIRPERSON **DATE**

BRIDGEWATER-RAYNHAM EDUCATION ASSOCIATION

PRESIDENT **DATE**

ESP CHAIRPERSON **DATE**

APPENDIX A
SICK LEAVE BANK

1. Purpose

A Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through illness or accident, and who require additional leave to make a full recovery from extended illness.

2. Membership

All qualified members of the Education Support Professional bargaining unit who wish to join the new Bank, will contribute two (2) days of their accumulated sick leave to the Bank. Effective September 1, 2015, all qualified members of the paraprofessional bargaining unit who have yet to join the Bank will contribute two (2) days of their accumulated sick leave to the Bank.

3. Administration of the Bank

- a. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Committee to serve and two (2) members designated by the Association.
- b. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority of members voting and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself.

4. Eligibility Requirements for Joining the Bank

Qualified members of the Sick Leave Bank shall be limited to ESPs covered by this Agreement who have accumulated at least thirteen (13) days to gain initial entry into the Bank.

5. Application for Benefits

- a. Application to the Sick Leave Bank Committee for benefits must be in writing and must be accompanied by medical evidence of illness, submitted by certification, by a state-certified Medical Doctor, state-certified Chiropractor or a state-certified practicing medical specialist affiliated with a Medical Doctor. A second opinion by a specialist in the area of the illness may be requested by the Sick Leave Bank Committee.
- b. Application of benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite the process, but drawing upon the bank will

not actually commence until after the employee's own sick leave days are exhausted, adequate medical evidence has been provided, and the Sick Leave Bank Committee has approved the days; and in no event, unless the illness has exceeded ten (10) consecutive school days. Under unusual circumstances, the Association may submit a written request on behalf of an eligible employee.

6. Granting of Days

- a. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed twenty (20) days.
- b. Upon completion of the twenty (20) day period, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant. It should be understood that it is not automatic that an employee will be covered for the entire illness.
- c. Notwithstanding Sections 6 a. and b. above, new employees will only be able to draw upon the bank to the extent of the number of sick days they have accrued as of the onset of the illness. The Sick Leave Bank Committee must approve the grant of sick days.
- d. Days will not be granted to permit an individual to stay home to care for other members of the family.
- e. Days granted but not used by the applicant will be returned to the Bank.

7. General Criteria

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

- a. medical evidence of serious illness;
- b. prior utilization of eligible sick leave; and
- c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate

8. Return to Employment

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.

9. Funding

- a. The unused days in the Sick Leave Bank shall be carried over from the current contract to successor contracts.

- b. In the event the Sick Leave Bank goes below fifty (50) days, all qualified members, who wish to continue to be members, shall have their sick leave accumulation reduced by another day for deposit into the Bank.
- c. When an employee returns after using the Bank, she/she shall be required to deposit two (2) days into the Bank at the start of the next school year.
- d. Members of the bargaining unit may donate up to two (2) unused sick days to the Sick Leave Bank upon retirement. Members who wish to donate sick days must notify the Superintendent, in writing, at least thirty (30) days prior to his/her retirement date.

APPENDIX B: EVALUATION

PROCEDURE FOR EDUCATION SUPPORT PROFESSIONAL EVALUATION

1. A copy of the Evaluation Tool should be disseminated to all ESPs at the start of the school year.
2. The Tool and this PROCEDURE should be reviewed with all ESPs as soon as possible, prior to October 1.
3. The evaluator should provide a minimum of **two brief (at least 10 minutes in length)** observations per year, one of them occurring prior to the Winter break. The two observations should be followed up with in-person and written feedback within 5 school days of the observation. Employees may petition the Superintendent of Schools to be granted an alternate evaluator who is mutually acceptable to the parties.
4. If an ESP receives a rating of needs improvement on an observation, a follow-up observation will be held within 10 school days.
5. End of year Evaluation deadline for ESPs is May 15th. The original, final signed Evaluation should be sent to the Human Resources Office by June 1.
6. The parties agree to convene a committee to monitor the implementation of this Educator Evaluation System that will meet at least four times during the 2015-2016 school year. With mutual agreement, the parties will bargain changes that may be desired to refine or improve the implementation. The parties also agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

**BRIDGEWATER-RAYNHAM REGIONAL SCHOOL DISTRICT
PERFORMANCE EVALUATION TOOL
PARAPROFESSIONAL UNIT**

NAME:	EVALUATOR:
SCHOOL:	DATE:
EVALUATION PERIOD (SCHOOL YEAR)	

RUBRIC FOR EVALUATION RATING

EXEMPLARY	RATING OF 3
PROFICIENT	RATING OF 2
NEEDS IMPROVEMENT	RATING OF 1
N/A	NOT APPLICABLE
PLEASE NOTE: ANY RATING OF "1" SHOULD BE ACCOMPANIED BY EVIDENCE/COMMENT	

JOB PERFORMANCE	DEC				MAY			
Work completed meets expectations and performance responsibilities	3	2	1	N/A	3	2	1	N/A
Carries out all assigned tasks	3	2	1	N/A	3	2	1	N/A
Follows school and classroom Procedures	3	2	1	N/A	3	2	1	N/A
Adheres to classroom techniques, procedures and schedules consistent with teacher expectations	3	2	1	N/A	3	2	1	N/A
Comments:								
INTERPERSONAL RELATIONSHIPS	DEC				MAY			
Relates positively with students and staff	3	2	1	N/A	3	2	1	N/A
Reflects on practice and responds appropriately to suggestions	3	2	1	N/A	3	2	1	N/A

Handles and resolves conflicts well	3	2	1	N/A	3	2	1	N/A
Demonstrates constructive communication strategies	3	2	1	N/A	3	2	1	N/A
Comments:								

PROFESSIONAL RESPONSIBILITIES	DEC				MAY				
Takes initiative where appropriate	3	2	1	N/A	3	2	1	N/A	
Performs tasks without supervision	3	2	1	N/A	3	2	1	N/A	
Reports to work and to assigned responsibilities on time	3	2	1	N/A	3	2	1	N/A	
Demonstrates discretion and practices confidentially	3	2	1	N/A	3	2	1	N/A	
Comments:									
<p><u>December</u> Commendations:</p> <p>Suggestions for continued growth:</p>									
_____ Signature of Employee				_____ Date	_____ Signature of Evaluator				_____ Date
This signature does not indicate agreement or disagreement with contents of evaluation.									

<p><u>May</u> Commendations:</p> <p>Suggestions for continue growth:</p>									
_____ Signature of Employee				_____ Date	_____ Signature of Evaluator				_____ Date
This signature does not indicate agreement or disagreement with contents of evaluation.									

05.14.15