

**AGREEMENT
BETWEEN**

**THE EXECUTIVE BOARD
OF
SHORE EDUCATIONAL COLLABORATIVE**

AND

**THE LEA PROFESSIONAL ASSOCIATION
LOCAL 3954, MFT, AFT, AFL-CIO**

PARAPROFESSIONAL UNIT

JULY 1, 2018 TO JUNE 30, 2021

ARTICLE I – FEDERATION RECOGNITION, JURISDICTION AND DEFINITIONS

A. Recognition

The Executive Board of the Shore Educational Collaborative recognizes the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO (Paraprofessional Unit) with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder. The Board recognizes the Association as the sole and exclusive bargaining agent and representative of all full-time and regular part-time teacher aides (classroom aides), LPNs, physical and occupational therapist assistants (PTA and COTA) counselors, crisis intervention aides, instruction assistant/food service training, instructional assistant/contract workshop, behavioral aides, senior teacher aides and school certified registered nurses without Bachelor's degrees employed by the Shore Collaborative, excluding all others as certified by the Massachusetts Labor Relations Commission.

B. Jurisdiction

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

C. Definitions

1. The term "Program Supervisors" as used in the Agreement means the responsible administrative heads of their respective programs or areas.
2. The term "paraprofessional" or "employee" as used in the Agreement means a person employed by the Board in the bargaining unit as described in Article I, Section A.
3. The term "Association Representative" as used in the Agreement means the Union Building Representative or other qualified designee of the Union.
4. The term "Association" as used in this Agreement refers to the L.E.A. Professional Association, (Paraprofessional Unit) Local 3954, MFT, AFT, AFL-CIO.
5. The term "Executive Director" shall mean the person holding that position.
6. The term "Board" as used in this Agreement means the Shore Educational Collaborative Board.
7. The term "parties" as used in this Agreement refers to the Board and the Association as participants in this Agreement.
8. Whenever a personal pronoun is used in this Agreement, such a pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

ARTICLE II – BOARD RIGHTS CLAUSE

The Board and the Association agree that the Board shall retain and reserve all its statutory rights, authority and obligations in the administration of the Shore Collaborative and direction of its employees. All the functions, rights, powers and authority which the Board has now, or may be granted, or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement are recognized by the Association to be retained by the Board.

No changes or modifications of this Contract shall be binding on either the Board or the Association unless negotiated, reduced to writing, and executed by the respective duly authorized representatives.

ARTICLE III – WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have not been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE IV – EXISTING CONDITIONS OF EMPLOYMENT

Except as this Agreement shall hereinafter otherwise provide, in the event any condition of employment is not specifically covered by this Agreement, the Board's rules, regulations, customs or practices with regard to said condition of employment as of the date of this Agreement, shall remain in full force and effect. Nothing in this Agreement which changes pre-existing Board rules and regulations shall operate retroactively.

ARTICLE V – FAIR PRACTICES

As sole collective bargaining agent, the Association will accept into voluntary membership all paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, or previous affiliation with other organizations.

ARTICLE VI – WORKING CONDITIONS

A. Notice and Assignments

1. Any directive or circular pertaining to paraprofessionals shall be posted at the program and/or classroom/site where they are available. A copy shall be furnished to the Association.
2. Association will provide the administration with a mailing list for all postings.

B. School Facilities and Equipment

1. Photocopiers and computers shall be available for all employees to use.
2. Paraprofessionals will not be required to do custodial duties; however, they are responsible for maintaining equipment used in connection with teaching.
3. A mailbox shall be provided in a designated area in each school. This Mailbox may at times have to be shared with a teacher at that site.

C. Supplies

1. Paraprofessionals shall not be required to order supplies before or after school hours.

D. Substitutes

1. The Educational Coordinator (EC) or Director of Student Services shall make efforts to replace a teacher with a substitute teacher. When a substitute teacher is not available the EC will assign a paraprofessional regularly scheduled in the classroom to substitute for an absent teacher. This paraprofessional will be expected to perform teacher duties as assigned by administration. The paraprofessional so designated will receive an additional \$10.00 per hour for each regularly scheduled hour so assigned. If the paraprofessional is required to stay longer than the regularly scheduled hours, as determined by the Educational Coordinator or his/her designee, this rate will also be paid for all duties performed in the role of substitute teacher.
2. Assignments for duty coverage in emergency situations will be shared as equitably as possible by the paraprofessional staff.
3. When, on occasion, there are two paraprofessionals utilized in a classroom, the paraprofessional assigned by administration to function as the substitute teacher will receive the additional compensation.
4. When a teacher is out of the building for two (2) or more hours, and another teacher is not available or assigned to the individual class for coverage, the paraprofessional assigned by the EC to cover this time out of the building will receive the additional compensation. In multiclass sites, where one teacher is assigned per class, when that teacher is absent or out of the building, as defined, the EC may choose to assign the most senior paraprofessional in that classroom to cover (beginning at 7:30). EC discretion

will be used in assigning a paraprofessional who is not regularly scheduled in a classroom. Seniority shall be defined as total number of years in the Collaborative. If a teacher is out of the classroom for more than two (2) hours, the paraprofessional shall be compensated at the substitute pay rate for the total duration of the substitution coverage.

E. Seniority

1. When a vacancy occurs in a position covered by this Agreement, the Shore Collaborative shall post a notice of the vacancy on the appropriate bulletin board at the Collaborative's Administrative office. Notices of vacancies which occur during the summer will be mailed to the Association's representative in addition to being posted as above.
2. Members of the bargaining unit who wish to apply for the vacancy shall notify the Program Director in writing within five days after the position has been posted.
3. The Collaborative shall select the applicant it determines most qualified for the position. When, in the determination of the Collaborative Board or its designee, the qualifications of two or more applicants from within the unit are equal, this position shall be awarded to the most senior applicant from the bargaining unit.
4. Any paid leave shall be counted towards seniority.

F. Representation

1. A paraprofessional has a right to be represented by the association in any meeting with any member of the administration when he believes the subject of the meeting may result in disciplinary action.

G. Free Periods

1. Each member of the bargaining unit may have one (1) fifteen (15) minute unassigned period per work day, when possible, as determined by the Program Director or their designee

H. Duty Free Lunch

1. Each paraprofessional may be provided with a paid duty free lunch, as determined by the Educational Coordinator, except when needed for student emergencies, or unusual service delivery days including, but not limited to excessive staff absences. Paraprofessionals may request to leave their assigned buildings during this period and permission may be left to the discretion of the Educational Coordinator/designee

I. Paraprofessional Evaluation

1. All observations for purposes of evaluations of paraprofessionals' performance shall be conducted personally with full knowledge of the employee, however, informal observations may be taken into consideration for inclusion in a written evaluation as well as criticism from informal observations where noted with an employee in a timely fashion prior to formal evaluation.

2. Following the official written evaluation of any paraprofessional, the evaluator shall meet with the employee so requesting to comment on and to discuss the evaluation report and to render constructive assistance.
3. A copy of the evaluation report, signed by the paraprofessional, shall be placed in his personnel file and a copy shall be given to the paraprofessional. The paraprofessional's signature shall not necessarily indicate agreement with its content. The paraprofessional shall have the right to make a written reply which shall be attached to the evaluation report.
4. If an evaluator renders constructive criticism on one formal evaluation, that evaluator must indicate on the next or future evaluations any improvement in the specific performance due to this criticism.
5. Paraprofessionals shall be provided a twenty-four (24) hour notice prior to a formal evaluation.
6. Paraprofessionals with less than one year of service shall be evaluated four times per year (quarterly), with goals identified with their teacher at the beginning of the year. Paraprofessionals with less than one full year will be evaluated four (4) times the ensuing year. After an employee has completed three (3) years of service in the Collaborative, she/he will only be evaluated once a year unless he/she received a negative evaluation the previous year.

J. Paraprofessional Files

1. Paraprofessional files shall be maintained under the following circumstances:
 - a. No material derogatory to an employee's conduct, service character, or personality shall be placed in the file unless the employee is sent a dated copy at the same time.
 - b. The employee shall have the right to submit a response to the statement. The employee's response shall also be included in the file.
 - c. Upon request, a paraprofessional shall be given access to his file.
 - d. Upon receipt of a written request, the paraprofessional shall be furnished a reproduction of any material in his file.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by an employee under the Grievance Procedure as outlined in this Agreement, shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

K. Assistance in Assault Cases

1. All cases of staff assault shall be reported to the Teacher/Program Director who in turn shall report to the Executive Director.
2. A paraprofessional shall be protected by the employer in circumstances arising in the conduct of his employment as provided in Chapter 258 of the Massachusetts General Laws.

L. Damage or Loss Property

The Board shall reimburse paraprofessional for damage or loss of clothing or personal property suffered by a paraprofessional who has not been negligent, up to \$125.00. The Board shall reimburse for glasses up to \$250.00 for frames and full cost for lenses. The Board shall reimburse costs (up to \$250.00) for cell phones damaged at the worksite. The Board shall reimburse for other medical equipment as determined and necessary.

M. Length of Work Year/Day

1. Paraprofessionals shall have a work year of 183 days as a minimum. The workweek shall be consistent with each individual program.
2. Paraprofessionals hired subsequent to the date of ratification of this Memorandum of Agreement will report to work for orientation as defined by the administration. Returning paraprofessionals will report to work no earlier than the Monday before Labor Day.
3. New hires as of September 1, 1998, assigned to programs including students on extended school year IEP's will be expected to work the summer session as part of their contract. Other paraprofessionals must notify the administration in writing by April 1 of the current school year of their intention regarding working the summer session.

N. Sign In/Out

1. No paraprofessional shall be required to sign in or out of building in which he or she is a permanent staff member, unless all staff members in the building are required to sign in or out of the building.

O. Joint Labor Management Committee

There shall be a joint labor management committee consisting of up to two paraprofessional staff and two administrators, which shall meet as necessary to discuss mutual issues which can be raised by either party.

P. Training

Employees will be compensated at the rate of \$50.00 when providing training for safety care.

Q. Discipline

No employee with three (3) or more years of service at the Collaborative shall be disciplined or discharged without just cause.

ARTICLE VII – ASSIGNMENTS/TRANSFERS/PROMOTIONS

A. Transfers/Promotions

1. All employees are eligible to apply for transfer or for promotion to vacant positions.
2. The right of assignment remains within the sole prerogative of the Executive Board. However, in making its decision the Board will consider the needs of the Collaborative, the applicant's qualifications and length of service to the Collaborative.
3. When a vacancy occurs in a position covered by this Agreement, the Shore Collaborative shall post a notice of the vacancy on the appropriate bulletin board at the Collaborative's Administrative Office. Notices of vacancies which occur during the summer will be mailed to the Association's representative in addition to being posted as above.
4. Members of the bargaining unit who wish to apply for the vacancy shall notify the Executive Director in writing within five (5) days after the position has been posted.
5. If an employee moves from a 7.5hours/day schedule to a 7 hours per day schedule, his/her hours will not be reduced for the remainder of the school year in which the transfer occurred.

B. Involuntary Transfers

1. An involuntary reassignment or transfer shall be made only after the paraprofessional has been notified of the reason for the transfer. Such paraprofessional shall have the opportunity to meet with the Executive Director or his/her designee to discuss the transfer.
2. If the transfer involves a change in schedule from 7.5 hours per day to 7 hours per day, his/her hours will not be reduced for the remainder of the school year in which the transfer occurred

ARTICLE VIII – REDUCTION IN FORCE

A. Reduction

1. In the event the Board determines to reduce the number of employees in the bargaining unit by layoff during the term of this Agreement, where qualifications are equal, the order of layoff shall be in reverse order of seniority as an employee of the Shore Collaborative. Qualifications shall consist of evaluation and professional capabilities, such factors to be determined solely by the Collaborative Board in a non-arbitrary or capricious manner.
2. For purpose of this Article, total continuous time as a full-time professional employee of Shore Collaborative, in a permanent position covered by this Agreement, in months and days shall be used to

compute an employee's length of service (seniority). An employee shall acquire seniority beginning from the date of his or employment.

3. For the purpose of this Article, the length of service of an employee shall be broken and no prior periods of employment with the Board shall be counted if such employee:
 - a. voluntarily resigns his or her employment; or
 - b. is discharged for cause.

B. Layoff – Recall

The Federation shall be notified in writing of recalls and succeeding action, as well as an updated recall list, as soon as information is known to the Board.

ARTICLE IX – LEAVES OF ABSENCE

A. Approved Leaves

An approved leave of absence shall not constitute a break in service, for purposes of this Article, however seniority shall not continue to accrue during such leave. Each fall the Executive Director shall post a seniority list of all employees covered by this Agreement. The list shall show date of hire and the program in which the employee works, and a copy will be forwarded to the President of this Association. This list shall be deemed to be accurate unless challenges to its accuracy are submitted in writing to the Executive Director within fifteen (15) working days from publication of the list.

An employee who is on layoff shall, for one (1) school year after the effective date of layoff, retain first preference to recall rights in inverse order of layoff to a position from which he or she is laid off provided he or she is qualified, certified, and meets the needs of the Collaborative. If a laid off employee refuses an offer of recall, his or her name shall be removed from the recall list, and recall rights shall be terminated.

B. Leaves for Sickness and Disability or Personal Needs

1. Each paraprofessional is entitled to a leave of absence for sickness or disability with full pay at the rate of 1.2 days per month each school year in which s/he is serving in the Shore Educational Collaborative as of the first day or date of hire of said school year from September through June. Such leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof. Sick leave accrual shall be to a maximum of 90 days with provisions for utilization to be determined by the Shore Educational Collaborative Board of Directors.
2. Periodically, paychecks may be adjusted to reflect used sick leave in excess of actual days earned. Employees will be notified one (1) pay period in advance of deduction.
3. Sick leave may not be used for any purpose other than for personal illness, disability, or family illness.

4. For absences due to illness, disability, or family illness beyond five (5) or more successive days or when there is a trend of absences that may indicate abuse of sick time, statement from the doctor may be requested by the Program Supervisor.

5. Personal Needs

- a. Paraprofessionals will be granted one (1) personal day for the school year session. Personal days may be used for personal business, emergencies or other personal matters that cannot be scheduled outside of the school day. Any unused personal days will be added to the employee's accumulated sick leave.

After three (3) full years of employment, paraprofessionals will be granted an additional personal day for the school session, one to be used between September through January and one to be used February through June.

- b. Personal days may not be granted if not in the best interest of the program schedule or staffing for the day. Personal days shall not be granted to extend a vacation or holiday, though exceptions may be made subject to the approval of the Educational Coordinator.
- c. Personal days shall be applied for in writing, to the Educational Coordinator at least five (5) days prior to the requested date.
- d. Under extenuating circumstances, the five (5) day period may be waived but at least twenty-four (24) hours notice must be provided, except in dire emergencies. Waivers and approvals are at the discretion of the administration.

C. Reserve Duty

Any paraprofessional in the service of the Shore Educational Collaborative shall be entitled, during the time of his service in the Armed Forces of the Commonwealth, or during his annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of The United States, to receive pay therefore, without loss of his ordinary remuneration as an employee and shall also be entitled to the same leaves of absence or vacation with pay given to the other like employees.

Each paraprofessional shall be granted time off without loss of pay or without charge to disability and emergency leave when required to be in attendance for a physical examination or other test required by the Selective Service System.

D. Professional Leave

Registration fees/other associated costs and attendance at conferences, trainings, and/or other meetings required by the Shore Collaborative will be paid by Shore. Costs associated with optional trainings, including paid professional time to attend trainings will be at the discretion of the Director of Student Services and budgetary parameters. Employees will be reimbursed for mileage at the IRS mileage rate.

E. Funeral Leave

1. Funeral Leave will be granted in the amount of up to five (5) days for immediate family members defined as spouse, mother, father, brother, sister, son, daughter, grandchild or relative residing in the employee's household.
2. Funeral leave will be granted in the amount of up to three (3) days for family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent.
3. Funeral leave will be granted in the amount of one (1) day or portion thereof per school year for other relative or non-relative bereavement.
4. In all instances of bereavement leave, the Educational Coordinator will be contacted to arrange with the teacher the needed schedule for any bereavement leaves.
5. The Executive Director may approve up to 5 days for relative not defined as immediate family given special considerations as requested by the employee.

F. Maternity Leave

1. Upon receipt of at least two (2) weeks written notice of the employee's anticipated date of departure and intention to return, the Board shall grant a leave of absence without pay for up to eight (8) weeks in accordance with the provisions of General Laws Chapter 149, Section 1-5D. Employees will inform the Executive Director as soon as possible regarding cessation of their services and return to work in order to enable the Collaborative to make necessary arrangements for instruction.
2. At the time of return a doctor's certificate of good health must be presented upon request.
3. There will be no interruption of benefits to the employee during her maternity leave, however, the employee will be expected to pay on the Collaborative's schedule of payment due, the full 100% amount of the insurance contribution necessary to maintain coverage.
4. The Shore Educational Collaborative will adhere to the mandates of the Family Medical Leave Act.

G. Jury Duty

The Employer shall pay for jury duty pursuant to Massachusetts General Laws Chapter 23A, Section 48.

H. Sick Leave Buy Back

Buy back for unused sick days during the school year session, exclusive of sick bank contribution, shall be at the rate of \$90.00 per day

<u>Sick Days Used</u>	<u>Available for Buy Back</u>
0-2	8
3	7
4	6
5	5

J. Family Medical Leave Act (FMLA)

The Shore Educational Collaborative will adhere to the mandates of the Family Medical Leave Act. Approved FMLA leaves may not exceed 12 weeks within any 12-month period as defined by the Act and may not roll over in succession from either the calendar or fiscal year. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

K. Small Necessities Leave Act

The Shore Educational Collaborative will adhere to the mandates of the Small Necessities Leave Act. Employees will be required to use their existing leave time. In the event that an employee has exhausted their yearly accrual of leave time, they may be granted additional leave under this Act without pay. Employees will adhere to the policies and procedures defined by the Act and the Collaborative.

ARTICLE X – FRINGE BENEFITS

A. Health Insurance

Shore Educational Collaborative shall provide at least two health insurance plan design choices for family or individual, and where possible, employee plus one. The employer contribution for each plan will be 70% and the employee contribution will be 30%. An employee may choose one plan based on the procedures established by the Collaborative.

At the time of dental insurance contract renewal, the Collaborative will provide seventy (70) percent contribution of a three level coverage dental plan.

B. Worker's Compensation

Paraprofessionals shall be included under the provisions of the Worker's Compensation Law.

C. Long Term Disability

The Shore Collaborative shall provide to paraprofessionals who are members of the bargaining unit and who are eligible for benefits, as of April 1, 1998, a long-term disability plan consistent with the terms established for the Professional Unit.

D. Short Term Disability Insurance

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid short-term disability insurance plan.

E. Life Insurance

The Shore Educational Collaborative will provide payroll deduction services for a voluntary, employee-paid life insurance.

ARTICLE XI – ACADEMIC FREEDOM: PROFESSIONAL ACTIVITY

A. Academic Freedom

When a paraprofessional speaks or writes as a citizen, he or she shall be free from administrative censorship and discipline.

B. In-Service Training

1. A diversified program of in-service training may be provided for paraprofessionals. Such training shall not exceed more than 3.5 hours or go beyond 5:30 p.m. Employees shall be compensated at the rate of time and one half for all in service training time which goes beyond 40 work hours.
2. The Executive Board may provide in-service training programs necessitated by curriculum changes or the changing needs of the Shore Collaborative.

C. Tuition Reimbursement

The Board agrees to reimburse all paraprofessionals to whom this Agreement applies an amount of \$100 per credit to any accredited college or university for any approved college course successfully completed as part of an accredited degree program for the purpose of paraprofessional's professional development. Registration Fees will not be reimbursed.

ARTICLE XII ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Representation

The Program Director shall recognize the Association Building Representative as the official representative of the paraprofessionals in the school.

B. Information

1. The Board shall make available to the Association, upon its reasonable request, all non-confidential records relevant to negotiations, or necessary for the proper enforcement of this Agreement.
2. Names and addresses of newly employed paraprofessionals shall be provided to the Association following their selection by the Board.
3. A copy of the official minutes of all public Board meetings shall be made available on the Shore's website (open to the public) after approval by the Board.

C. Protection of Individual and Group Rights

1. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor or processing a grievance on his own behalf in accordance with the Grievance Procedure.
2. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

D. Association Activity at the School Level

1. School Meetings

If possible, before the opening of, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas of Shore programs for meetings of paraprofessionals without costs, except for usual custodial, police, etc., fees provided there is not interference with any scheduled school activities. The use of such designated areas shall be arranged with the Program Director.

2. School Visitations by Authorized Association Representative

For necessary purpose of investigating one (1) or more grievances during the school day, the Executive Director may authorize the Association Representative to visit the involved school if it does not cause interruption of the program operation.

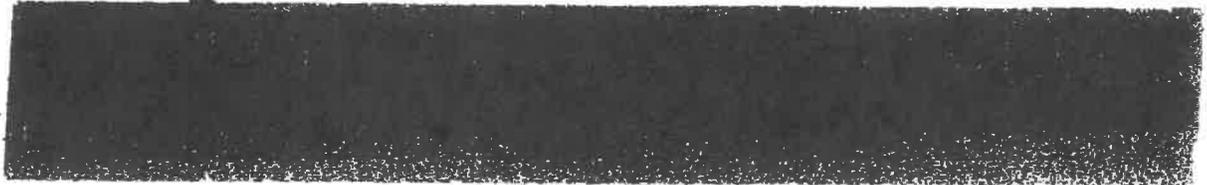
E. Dues Deduction

1. The employee may authorize payroll deduction for Association dues. Such authorization may be revocable as provided by law, and shall be submitted on the appropriately signed dues deduction.
2. The signed dues deduction authorization cards, which shall be distributed and collected by the Association, must be received by the Executive Director within thirty (30) days of the signing of this Agreement or from the date of hire. The Association shall give thirty (30) days notice in writing that the employee wishes to withdraw this authorization.
3. Any paraprofessional desiring to discontinue deductions that he has previously authorized must provide written notice to the business office and the Association.

MEMBERSHIP APPLICATION



A Union of Professionals



Name: _____

Address: _____

Cell phone: _____

Personal (non-work) email: _____

professional unit paraprofessional unit

School: _____

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

I hereby request and accept membership in LEA Professional / Paraprofessional Association Local 3954 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.

Signature _____ Date _____

Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to LEA Professional / Paraprofessional Association Local 3954 membership dues in the amount established or revised by the LEA Professional / Paraprofessional Association Local 3954 in accordance with the Union's Constitution and ByLaws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by LEA Professional / Paraprofessional Association Local 3954. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

Signature _____ Date _____

3. The amount of dues will be certified to the Board from time to time by the Treasurer of Local 3954, (Paraprofessional Unit) or by her duly authorized agent, the amount of dues being uniform for all members of the Association.
4. Any paraprofessional desiring to discontinue deductions that he has previously authorized must provide written notice to the business office.

F. School Calendar

Upon knowledge of any changes in the school calendar, the President of the Local shall be notified by the Executive Director of the Collaborative or his designee

G. Credit Union and Insurance

The Employer agrees to deduct from employee's salaries the premium payment for any group insurance made available to members of the bargaining unit through General Membership Services when requested in writing by the employee. Additionally, the Employer agrees to provide a payroll deduction for Massachusetts Federal Credit Union or its successor when requested in writing by the employee to do so.

H. The administration agrees to provide to new hires a copy of the current contract.

ARTICLE XIII – GRIEVANCE PROCEDURE

A. Definition

For the purposes of this Agreement, a grievance shall be defined as a claim by any employee or the Association that there has been a violation, misrepresentation or misapplication of the items of this Agreement.

B. General Provisions

1. A grievance as defined in A above should be presented for disposition through the grievance procedure within thirty (30) days of the occurrence of the grievance or the first knowledge of its occurrence.
2. Failure at any step of the grievance procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.
3. Time limits may be extended by mutual agreement in writing

4. Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other record which is used in the promotion process or in any recommendation for job placement.
5. The Association shall have the right to initiate a grievance at any appropriate step of the grievance procedure.
6. Whenever a grievance is presented at any step by the employee, the Association shall have the opportunity to be present and to state the view of the Association.

C. Procedures

Level One – Immediate Supervisor

The employee or Association shall submit the grievance in writing to the Director of Student Services. The Program Director or designee shall meet with the employee within ten (10) workdays of receipt of the written complaint. At the conference, the employee shall be represented by the appropriate Association representative.

The Program Director or designee shall communicate the decision in writing with copies to the employee and the Association with five (5) workdays of the conference.

Level Two – Executive Director

If the grievance is not resolved at Level One, the employee or the Association may appeal the decision at Level Two to the Executive Director within ten (10) days after the decision has been received. The appeal shall be in writing and shall be accompanied by a copy of the decision at Level One. The Executive Director or his designee shall meet with the aggrieved employee and the Association within ten (10) workdays of receipt of the appeal.

Level Three – Arbitration

If the grievance has not been resolved at Level Two, the grievance may then be submitted to arbitration through the American Arbitration Association within thirty (30) calendar days after the meeting with the Board of Directors at Level Three. The Board and the Association agree to follow the rules and procedures of the American Arbitration Association. The amount of the arbitrator's bill shall be shared equally between the Board and the Association. Any other fees or costs which are related to the arbitration shall be paid for by the party who is responsible for incurring such fees or costs.

ARTICLE XIV – COMPENSATION

A. Basic Salary Schedule

See salary schedules attached.

B. Method and Time of Salary Payment

1. Appropriate payroll deductions will be made for federal and state taxes for any and all payroll deductions required by law.
2. If a payday falls on a holiday or weekend, then payment will be made the preceding workday.

C. Step Advancement

For purposes of salary payment, employees will advance to the next step of his respective salary schedule at the beginning of the new school year provided the employee has worked a minimum of ninety (90) days the prior school year.

D. Itemized Payroll Deductions

A statement of payroll deductions shall be provided to each employee on the 15th and 30th of the month.

E. Automobile Use

Employees will not be required to transport clients of the Shore Collaborative in their personal automobile. Employees who wished to or are required to (as written in their job descriptions) drive Shore owned/leased vehicles for the purposes of school business, transporting students to field trips, competitions, job experiences, meetings or interviews, other Shore related approved activities must possess valid Massachusetts drivers' license and must submit to driving record checks prior to driving a Shore vehicle, and at least bi-annually thereafter and be approved by Shore to drive the vehicles. The Executive Director will consider employee driving records as reported by the RMV and based on these will authorize employees as drivers. Final approval is at the discretion of the Executive Director.

F. Other Payments

Any paraprofessional required to work or attend meetings beyond the established workday shall be compensated on an hourly basis up to a forty (40) hour week.

G. Required Activities Before and/or After the Regular Work Year

Any paraprofessional required to work before and/or following the close of the work year shall be compensated on an hourly rate. Any paraprofessional required to work beyond the established workday shall be compensated on an hourly rate.

H. Part-Time Personnel

Part-time personnel must work a minimum of 20 hours per week to be eligible for benefits

Part-time personnel must have provided a minimum of 540 hours of service in the prior school year to be eligible for advancement on the salary scale.

I. Longevity Plan

A longevity stipend shall be issued on the 30th of June for the following employees:

After 5 years of service	= \$300.00
After 10 years of service	= \$550.00
After 15 years of service	= \$700.00
After 20 years of service	= \$800.00

J. Professional Stipend

Beginning September 1, 2006, paraprofessionals, except when required as defined by their position, who possess post-secondary degrees will receive an annual school year stipend, pro-rated as necessary to be issued on June 30th as follows:

Associate’s Degree	\$500.00
Bachelor’s Degree	\$1000.00
Master’s Degree	\$2,500.00

K. Interpreter Stipend

Employees shall be paid at the rate of ten dollars (\$10.00) per hour when they are used as an interpreter. Employees will keep a log of their time, including student time, time spent, requester, activity, and requester/supervisor initials. These sheets will be turned in weekly, and will be rounded to the quarter hour.

ARTICLE XV – AMENDMENTS

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XVI – SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association

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

ARTICLE XVII – RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association shall, for the term, of this Agreement, not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE XVIII – AGENCY FEE

As a condition of employment, members of the bargaining unit who are not members of the LEA Professional Association, Local 3954, MFT, AFT, AFL-CIO shall pay to the LEA Professional Association an agency service fee. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the MLRC.

ARTICLE XVIV – DRESS CODE

Employees are not permitted to wear clothing with rips and/or tears, faded and/or worn out; clothing with derogative slogans, and/or pictures; advertising of tobacco products, drugs, alcohol, illegal substances; tank tops/halter tops, clothing which displays one's bare belly/midriff/cleavage; low rise jeans that expose hips; visible underwear (including tops and bottoms, straps and waistbands) no caps or any other head coverings; items that are spandex. As needed, from time to time, changes in the dress code will be discussed with the Union leadership and mutually agreed upon changes will be conveyed by the Executive Director, in writing, to all unit members.

ARTICLE XXX – CONTRACT DISTRIBUTION

The Association will distribute the Contract within ninety (90) days of ratification by both parties.

ARTICLE XXXI – DURATION

This Agreement and each of its provisions shall be in effect, as of July 1, 2018, and shall continue in full force and effect until June 30, 2021, and shall renew itself from year to year, unless either party notifies the other party by certified mail no later than October 1, 2019, or any other October 1st thereafter of its desire to terminate or modify the present Agreement.

LEA PROFESSIONAL ASSOCIATION

Sean Flood

Sean Flood
Representative
Massachusetts Federation of Teachers

Debra Burke

Debra Burke
Paraprofessional Unit

SHORE EDUCATIONAL COLLABORATIVE

David Ela

David Ela
Chairman of the Board of Directors

Jacquelyn Clark

Jacquelyn Clark
Executive Director

SHORE EDUCATIONAL COLLABORATIVE

FY 2019-2020 Paraprofessional Scale

2.5% Increase

Middle and High School Schedule

1	16.80	126.00	23,058.00
2	17.43	130.73	23,923.59
3	18.02	135.15	24,732.45
4	18.74	140.55	25,720.65
5	19.34	145.05	26,544.15
6	20.13	150.98	27,629.34
7	21.45	160.88	29,441.04
8	23.36	175.20	32,061.60
9	24.01	180.08	32,954.64
10	25.16	188.70	34,532.10
11	26.41	198.08	36,248.64
12	28.53	213.98	39,158.34

The above scale is based on 7.5 hours per day for 183 days.

Longevity:

After 5 years of service	\$ 300.00
After 10 years of service	\$ 600.00
After 15 years of service	\$ 800.00
After 20 years of service	\$ 1,000.00

ELEMENTARY SCHOOL SCHEDULE

1	16.80	117.60	21,520.80
2	17.43	122.01	22,327.83
3	18.02	126.14	23,083.62
4	18.74	131.18	24,005.94
5	19.34	135.38	24,774.54
6	20.13	140.91	25,786.53
7	21.45	150.15	27,477.45
8	23.36	163.52	29,924.16
9	24.01	168.07	30,756.81
10	25.16	176.12	32,229.96
11	26.41	184.87	33,831.21
12	28.53	199.71	36,546.93

The above scale is based on 7 hours per day for 183 days.

Longevity:

After 5 years of service	\$ 300.00
After 10 years of service	\$ 600.00
After 15 years of service	\$ 800.00
After 20 years of service	\$ 1,000.00

SHORE EDUCATIONAL COLLABORATIVE

FY 2020-2021 Paraprofessional Scale

2.75% Increase

Middle and High School Schedule

STEP	MONTHLY RATE	QUARTERLY RATE	ANNUAL RATE
1	17.26	129.47	23,692.10
2	17.91	134.32	24,580.55
3	18.52	138.87	25,412.59
4	19.26	144.42	26,427.97
5	19.87	149.04	27,274.11
6	20.68	155.13	28,388.21
7	22.04	165.30	30,249.73
8	24.00	180.02	32,943.29
9	24.67	185.03	33,859.95
10	25.85	193.89	35,481.73
11	27.14	203.52	37,244.54
12	29.31	219.86	40,234.25

The above scale is based on 7.5 hours per day for 183 days.

Longevity:

After 5 years of service	\$ 300.00
After 10 years of service	\$ 600.00
After 15 years of service	\$ 800.00
After 20 years of service	\$ 1,000.00

ELEMENTARY SCHOOL SCHEDULE

STEP	MONTHLY RATE	QUARTERLY RATE	ANNUAL RATE
1	17.26	120.83	22,112.62
2	17.91	125.37	22,941.85
3	18.52	129.61	23,718.42
4	19.26	134.79	24,666.10
5	19.87	139.10	25,455.84
6	20.68	144.79	26,495.66
7	22.04	154.28	28,233.08
8	24.00	168.02	30,747.07
9	24.67	172.69	31,602.62
10	25.85	180.96	33,116.28
11	27.14	189.95	34,761.57
12	29.31	205.20	37,551.97

The above scale is based on 7 hours per day for 183 days.

Longevity:

After 5 years of service	\$ 300.00
After 10 years of service	\$ 600.00
After 15 years of service	\$ 800.00
After 20 years of service	\$ 1,000.00

SHORE EDUCATIONAL COLLABORATIVE

FY2019-2020 Instructional Aide Salary Scale

2.5% Increase

	HOURLY RATE	DAILY RATE	ANNUAL SALARY
1	25.96	194.70	35,630.10
2	27.24	204.30	37,386.90
3	28.61	214.58	39,268.14
4	30.09	225.68	41,299.44
5	32.93	246.98	45,197.34
6	34.09	255.68	46,789.44
7	34.76	260.70	47,708.10
8	35.45	265.88	48,656.04
9	36.16	271.20	49,629.60
10	36.88	276.60	50,617.80

The above scale is based on 7.5 hours per day for 183 days.

Longevity:

After 5 years of service \$ 300.00
 After 10 years of service \$ 600.00
 After 15 years of service \$ 800.00
 After 20 years of service \$1,000.00

SHORE EDUCATIONAL COLLABORATIVE

FY2020-2021 Instructional Aide Salary Scale

2.75% Increase

	HOURLY RATE	DAILY RATE	ANNUAL SALARY
1	26.67	200.05	36,609.93
2	27.99	209.92	38,415.04
3	29.40	220.48	40,347.07
4	30.92	231.88	42,434.23
5	33.84	253.77	46,439.33
6	35.03	262.71	48,075.21
7	35.72	267.87	49,020.07
8	36.42	273.19	49,993.14
9	37.15	278.66	50,994.41
10	37.89	284.21	52,009.79

The above scale is based on 7.5 hours per day for 183 days.

Longevity:

After 5 years of service \$ 300.00
 After 10 years of service \$ 600.00
 After 15 years of service \$ 800.00
 After 20 years of service \$1,000.00

SHORE EDUCATIONAL COLLABORATIVE

FY2019-2020 Therapy Assistant Salary Scale

Speech Assistant, COTA, PTA

2.5% Increase

STEP	HOURLY RATE	DAILY RATE	ANNUAL SALARY (183 DAYS)
1	25.99	207.92	38,049.36
2	27.09	216.72	39,659.76
3	28.20	225.60	41,284.80
4	29.26	234.08	42,836.64
5	30.50	244.00	44,652.00
6	32.21	257.68	47,155.44
7	33.49	267.92	49,029.36
8	34.79	278.32	50,932.56
9	35.98	287.84	52,674.72
10	38.89	311.12	56,934.96

The above scale is based on 8 hours per day for 183 days.

Longevity:

After 5 years of service \$ 300.00
 After 10 years of service \$ 600.00
 After 15 years of service \$ 800.00
 After 20 years of service \$ 1,000.00

SHORE EDUCATIONAL COLLABORATIVE

FY2020-2021 Therapy Assistant Salary Scale

Speech Assistant, COTA, PTA

2.75% Increase

STEP	HOURLY RATE	DAILY RATE	ANNUAL SALARY (183 DAYS)
1	26.70	213.64	39,095.72
2	27.83	222.68	40,750.40
3	28.98	231.80	42,420.13
4	30.06	240.52	44,014.65
5	31.34	250.71	45,879.93
6	33.10	264.77	48,452.21
7	34.41	275.29	50,377.67
8	35.75	285.97	52,333.21
9	36.97	295.76	54,123.27
10	39.96	319.68	58,500.67

The above scale is based on 8 hours per day for 183 days.

Longevity:

After 5 years of service \$ 300.00
 After 10 years of service \$ 600.00
 After 15 years of service \$ 800.00
 After 20 years of service \$ 1,000.00

