

AGREEMENT

BETWEEN

ABINGTON SCHOOL COMMITTEE

AND THE

**ABINGTON EDUCATION ASSOCIATION, UNIT B
SECRETARIES, PARAPROFESSIONALS AND TUTORS**

**EFFECTIVE
JULY 1, 2018 TO JUNE 30, 2021**

TABLE OF CONTENTS

ARTICLE I – RECOGNITION CLAUSE	5
ARTICLE II – PAYROLL DEDUCTIONS	5
Dues	5
Annuities	6
Direct Deposit	6
ARTICLE III – PAST PRACTICE CLAUSE	6
ARTICLE IV – GRIEVANCE PROCEDURE.....	6
Definition	6
Procedure	6
ARTICLE V – ARBITRATION.....	8
ARTICLE VI – PARENTAL LEAVE OF ABSENCE	9
ARTICLE VII – TEMPORARY LEAVE OF ABSENCE	11
ARTICLE VIII – PERSONAL INJURY BENEFITS	12
ARTICLE IX – SICK LEAVE	13
ARTICLE X – VACATIONS AND HOLIDAYS.....	16
ARTICLE XI – VACANCIES AND TRANSFERS	16
ARTICLE XII – PERSONAL BUSINESS DAYS.....	18
ARTICLE XIII – PLACEMENT/ADVANCEMENT ON THE SALARY SCHEDULE: REIMBURSEMENTS	18

TABLE OF CONTENTS

ARTICLE XIV – WORK DAY/WORK YEAR	19
Paraprofessionals	19
Secretaries	19
Tutors	20
ARTICLE XV – RETIREMENT INCENTIVE	20
ARTICLE XVI – DUTY FREE LUNCH.....	21
ARTICLE XVII – EVALUATION	21
ARTICLE XVIII – REDUCTION IN STAFF:	21
Definitions.....	21
Seniority List.....	22
Method of Layoff.....	23
Recall Procedures.....	24
ARTICLE XIX – LONGEVITY	24
ARTICLE XX – DISTRIBUTION OF MEDICATIONS	25
ARTICLE XXI – SUBSTITUTE PAY.....	26
ARTICLE XXII – EMPLOYMENT-RELATED ASSAULT PROVISIONS	25
ARTICLE XXIII – JOB SHARING	25
ARTICLE XXIV – JOB DESCRIPTION.....	26
ARTICLE XXV – DURATION	26

TABLE OF CONTENTS

APPENDICES – SALARY/WAGE SCHEDULES	28
1. Secretaries	29
2. Paraprofessionals	30
3. Tutors	31
4. Specially Certified Tutors	32
5. Differentials	33

COLLECTIVE BARGAINING AGREEMENT

ABINGTON EDUCATION ASSOCIATION, UNIT B:

SECRETARIES, PARAPROFESSIONALS, & TUTORS

ARTICLE I - Recognition Clause

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiations of a collective bargaining agreement, and any questions arising thereunder, the Committee recognizes the Educational Support Personnel of Abington (an affiliate of the Abington Education Association) which shall serve as the exclusive bargaining agent and representative of all full- and regular part-time paraprofessionals, tutors and all secretaries as identified in Appendix A of this Agreement except those in the Superintendent's office. A part-time paraprofessional is one who regularly works in excess of fifteen (15) hours per week.

The various provisions of the Agreement are applicable to part-time personnel to the extent indicated below.

A. In Full:

Articles I, Recognition; II, Payroll Deductions; III, Past Practice; IV, Grievance Procedure; V, Arbitration; VI, Parental Leave; VII, Temporary Leaves of Absence; VIII, Personal Injury Benefits; XI, Vacancies and Transfers (Secretaries); XIII, Salary Schedule Placement/Advancement; XIV, Work Day/Work Year; XVI, Duty Free Lunch; and XVII, Evaluation; XX, Duration.

B. Pro Rata Basis:

Articles; IX, Sick Leave, Par. A, 1; XII, Personal Business Days; XVIII, Reduction In Staff, A, Definitions, Par 1; and Appendix A, Section D, Teacher Paraprofessionals.

C. Not Applicable:

Articles; IX, Sick Leave. Par. A2 and Par A3; Articles X, Vacations and Holidays; XV, Retirement Incentive; and Article XIX, Longevity."

ARTICLE II - Payroll Deductions

1. Dues Deductions:

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the

Treasurer of the Town of Abington all payroll deductions for the payment of dues to the Association duly authorized by those employees who are covered by this Agreement.

2. Tax Sheltered Annuities:

In order to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, an employee may contract with the Committee pursuant to Section 37B of the General Laws of the Commonwealth of Massachusetts for the purchase of such annuity as part of his or her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder and shall be made under a payroll deduction.

3. Direct Deposit:

The Committee agrees to allow employees to authorize payroll deductions for a savings plan with two financial institutions selected by the membership of the Abington Education Association. In the event the Town Treasurer's office is able to do so, employees will be allowed to authorize payroll deductions for a savings plan with additional financial institutions.

ARTICLE III - Past Practice Clause

Both parties agree that for the expressed term of this Agreement, they will be bound by established Committee policies related to working conditions of employment covered by this Agreement unless modified or revised in this Agreement.

ARTICLE IV - Grievance Procedure

1. Definition:

For the purpose of this Agreement, a grievance will be defined as a dispute between a member of a bargaining unit covered by this Agreement or the Association and the Committee over the interpretation, meaning, or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of a Paraprofessional, Secretary or Tutor under the provisions of this Agreement.

2. 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. The work days in this Article shall be the work days of the grievant.

Level One: An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate superior either personally or through appropriate representatives within fifteen (15) work days from the date on which the incident giving rise to the grievance has occurred or when the employee reasonably should have had knowledge of such incident.

Level Two: If the grievant is not-satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, said grievant, and/or the Association may appeal to the Superintendent within fifteen (15) work days of the meeting at Level One. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at Level One. Within ten (10) work days after the receipt of the written grievance by the Superintendent, he or his designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference. The Superintendent, upon request from the appropriate representative of the Association, will make available the written appeal. The appropriate representative may be present at the conference to state the views of the Association.

Level Three: If the grievant is not satisfied with the decision of the Superintendent, or his designee or if no decision has been rendered within ten (10) work days after the conference, an appeal may be made to the Committee by the grievant within fifteen (15) work days of the meeting at Level Two. This provision shall not be applicable to cases involving dismissals. Dismissal cases shall be advanced directly from Level Two to Level Four of the Procedure. Such appeal shall be in writing, setting forth the details of the grievance the applicable provisions of the Agreement and the decision, if any, tendered under Level Two.

The Committee (or a subcommittee consisting of a majority of the Committee) and the grievant and/or the appropriate representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) work days after receipt of an appeal from Level Two. The Committee will give its written answer to the grievance within five (5) work days after the next regularly scheduled meeting of the Committee; but in any case, within twenty (2) work days after the meeting of the grievant with the Committee at Level Three.

Level Four: If the grievant is not satisfied with the decision of the Committee, or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference according to the time schedule of Level Three, and if the grievance shall involve an interpretation or application of a specific provision of the Agreement, the Association may appeal within fifteen (15) work days thereafter. The appeal to arbitration will proceed in accordance with the conditions and provisions set forth below in Article V.

3. A grievance not initiated within the time specified shall be deemed waived; Failure of the employee filing the grievance to appeal a decision within the time limit specified shall mean that the appeal may be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Committee or its representatives at any level to answer an appeal within the time limits specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

4. No reprisals of any kind shall be taken by the Committee or by any member of the Administration' against any party-in-interest, any School Representative or any member of the Association, Contract Maintenance Committee or any other participant in the grievance procedure by reason of such participation.
5. Any party-in-interest may be represented at all stages of the grievance procedure by a person of his own choosing. When an employee is not represented by the Association, the Association shall have the right to be present to state its view at all stages of the grievance procedure.
6. If a grievance affects a group or class of employees, the Association Contract Maintenance Committee may submit such grievance to writing at Level One according to the time limits set forth therein if it affects personnel in one building or directly at Level Two if it affects more than one building.
7. The filing and processing of a grievance at or beyond Level Two shall be executed in writing in a concise, factual professional and business-like manner.
8. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the Chair of the Association Contract Maintenance Committee.
9. All documents, communications and records dealing with the processing of a grievance will be filed separately from the 'personnel file of the participants.
10. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

ARTICLE V - Arbitration

1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: An attempt will be made

by the Committee (or in dismissal cases, the Superintendent) and Association to mutually select an Arbitrator. If the Committee (or in dismissal cases the Superintendent) and the Association cannot agree within seven (7) work days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules.

2. The fees of the American Arbitration Association and of the arbitrators and expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case.
3. The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. He shall arrive at his decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or exceed the scope of issues submitted to him, and in reaching his decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding as to the interpretation and/or application of the provisions of this contract upon the Committee and its agents, the Association and the employee who initiated the grievance.
4. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE VI - Parental Leave of Absence

1. A parental leave of absence shall be granted upon request to any employee for any purpose related to the actual or prospective rearing of a newly-born or adopted infant, provided that:
 - a. The employee has completed three (3) consecutive months as a unit employee of the Committee.
 - b. A female employee shall inform the building principal that she is pregnant at some point during the second trimester of the pregnancy.
 - c. The employee shall notify the Superintendent, in writing, at least four (4) weeks prior to the probable date said leave or disability is to commence. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:

- (1) Option A. Extended leave without pay, and as to female employees, the entitlement to sick leave benefits for certified disability due to childbearing and/or childbirth and recovery therefrom during the period of this leave.
 - (2) Option B. Massachusetts statutory maternity leave of eight (8) weeks with entitlement of sick leave benefits for certified disability resulting from childbearing and/or childbirth and recovery therefrom during the period of this leave.
 - d. For adopted children over the age of 5, the employee may make a request, subject to a. b. and c. above, to the Superintendent and the response will not be grievable or arbitrable.
 - e. An employee may use up to ten (10) days of accumulated sick leave for the purpose of illness in the immediate family and/or for any other purpose provided under the provisions of the Family and Medical Leave Act (FMLA).
2. The provisions of Option A are as follows:
- a. The duration of the leave shall be as follows:
 - (1) No leave shall be more than two (2) years;
 - (2) An employee returning to the School System must return at the beginning of a semester unless otherwise provided in this Article;
 - (3) If a female employee's period of disability due to pregnancy, childbirth and recovery occurs immediately prior to an anticipated parental leave, the parental leave shall commence with the first day after the last day of certified disability.
 - (4) All requests for leaves under this Article are irrevocable except that in an unusual situation, such as infant death or miscarriage, an employee may return to work earlier than the return date selected in the original leave application provided that the Superintendent receives written notice at least thirty (30) days prior to the intended return. The Superintendent may require the employee to return on the first day of the next marking period following said notification.
3. An employee who chooses Option B, but whose leave extends beyond eight (8) weeks and who is not certified disabled shall be considered on leave under Option A, and shall be required to notify the Superintendent in writing, as to her intended return date.
4. An employee requesting a parental leave of absence must indicate at the time of notification of said leave the Option selected and the intended date of return pursuant to

the Option selected. An employee must notify the Superintendent, in writing, at least four (4) school weeks prior to the expiration of the leave of his/her intention to return to work.

5. An employee who fails to so notify the Superintendent in writing, or who does furnish said written notice but fails to return to duty at the expiration of the leave Without good reason, shall be deemed absent without leave, and the Committee's obligation to provide a position for said employee shall cease.
6. In order for entitlement to sick leave benefits or to apply for certified disability for childbirth and recovery therefrom in connection with additional siblings, the employee will have to return to full-time active service and be granted an additional leave of the type provided under Option A or Option B above. The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any kind of approved extended leave of absence. In addition, employees will not be entitled to sick leave benefits for any other illness and/or disabilities incurred while on maternity leave~ except as provided in this Article.
7.
 - a. Employees returning to work as prescribed above shall be restored to their same position with the same status as the date of her leave unless the position has been impacted by Reduction In Staff.
 - b. All other benefits to which an employee was entitled at the time leave of absence commenced, including any unused sick leave, shall be restored upon return.
 - c. Any employee returning from parental leave in any year in which the leave was taken shall be advanced to the next step on the salary schedule provided said employee completed ninety-one (91) work days during the year in which the parental leave commenced.

ARTICLE VII -Temporary Leave of Absence

1. A maximum of ten (10) days per school year will be granted for persons called into temporary active duty of any unit of the United States Reserve or the State or National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. Employees granted such leave will be paid the difference between their regular pay and the pay which they receive from the State and Federal government.
2. Provided that notification is given to the Superintendent of Schools, an employee shall have the time necessary without loss of pay to participate in ally legal proceeding which he is legally obligated to attend by reasons of a summons or subpoena in a court of competent jurisdiction.
3. Five (5) days shall be allowed for the death of a member of an employee's family: family to include spouse, children, brother, sister, mother, father, in-laws, grandparents, grandchildren, or a member of the permanent household. Three (3) days shall be allowed

for aunts, uncles, and cousins. Days shall be allowed for step relations for both of the above categories. At the discretion of the Superintendent and upon written request, additional time may be granted. Such additional time shall be deducted from accumulated sick leave.

4. Provided the advance approval of the Superintendent of Schools is obtained, Association members designated by the Association President may be absent from work without loss in pay for a total of not more than ten days each school year to attend business meetings of the Abington Education Association, and/or county, state, and national affiliates. Expenses incurred in attending such business meeting will not be reimbursed by the Committee.
5. An employee called for jury duty shall be excused from his/her normal duties for each day or substantial part thereof which he/she serves; and shall, upon satisfactory proof of such service, be paid the difference between his/her normal per diem salary and payments received for such service for each day of jury service or substantial part thereof.
6. Leaves granted pursuant to this Article shall not result in sick leave deductions except as specifically provided in Section 3.
7. Employees may utilize provisions of FMLA provided they have demonstrated eligibility under the Act.
8. Family Illness: Employees may use up to eight (8) days of sick leave in any year for absences required by the bedside care of a spouse, parent, child or any other member of the permanent household. Said eight (8) days shall be deductible from accumulated sick leave.

ARTICLE VIII - Personal Injury Benefits

1. Any employee covered by this Agreement who receives a personal injury arising out of and in the course of his /her employment is entitled to Worker's Compensation benefits provided by the Town of Abington.

It is the responsibility of the employee to request Workmen's Compensation. First report of injury must be filed by the employee within five (5) work days to the Superintendent's Office.

No compensation is paid under these provisions for an injury which does not incapacitate the employee from earning full wages for a period of at least five (5) days. If the incapacity extends for a period of six (6) days or more, compensation is paid from the date of injury.

When covered by the Workmen's Compensation Act, an employee may also elect to receive sick leave payments to the extent permitted by the General Laws in Chapter 152,

Section 69, whereby such sick leave payments will be chargeable against accumulated sick leave and whereby the amount, when added to Worker's Compensation benefits, does not exceed his/her full salary or wages.

In instances where accumulated sick leave is exhausted, the employee will only receive the Worker's Compensation benefits.

2. The Committee may request medical certification from a physician or physicians of its choice at any time or times during such absences for the purpose of determining whether or not the employee is able to return to work and adequately perform his/her duties. If medical certification indicates that the Paraprofessional/Secretary/Tutor is able to return to work but does not return on or before the date set by the Committee, such salary payments will be terminated.

ARTICLE IX - Sick Leave

A. **Paraprofessionals:**

1. All full-time paraprofessionals shall be credited with fifteen (15) days of sick leave each year when they report to work. Said sick leave days may be accumulated from year to year without limit.

B. **Secretaries:**

1. All 52-week secretaries (250 days) shall be credited with sixteen (16) sick days of sick leave each year when they report for work. Said sick leave days may be accumulated from year to year without limit.
2. All 43 -week secretaries (202 days) shall be credited with sixteen (16) days of sick leave each year when they report to work. Said sick leave days may be accumulated from year to year without limit.
3. All 182-day secretaries shall be credited with fifteen (15) days of sick leave each year when they report to work. Said sick leave days may be accumulated from year to year without limit.

C. **Tutors:**

All tutors shall be credited with fifteen (15) days of sick leave when they report to work. Said sick leave days may be accumulated from year to year without limit.

D. **All ESPs: Additional Sick Leave:**

a. **Purpose:**

The ESP Sick Leave Bank will enable all ESP members to voluntarily contribute their earned accumulated sick days as set for herein for use by a participating

member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by an ESP member intending to return immediately after the prolonged illness.

Sick Leave Bank Days will be carried over from year to year to a maximum of one-thousand (1,000) days.

In no case may the Sick Leave Bank be utilized for the bedside care of immediate family members.

b. General Provisions and Requirements for Eligibility:

- i. The Sick Leave Bank will be used only when the ESP is prevented from working because of sickness or injury of the ESP and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
- ii. The Sick Leave Committee shall utilize the following criteria:
 - A doctor's certificate shall be required for benefits under the Sick Leave Bank;
 - Reasons for and propriety of prior use of sick leave and,
 - The member's intent to return to service in the Abington Public Schools.
- iii. The Sick Leave Bank will cover prolonged illness, but only after the applicant's accumulated sick days are exhausted. Example: An ESP who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using Sick Bank days from the thirteenth (13th) to the thirtieth (30th) sick days.

The Sick Bank Plan will cover up to one hundred and sixty (160) working days with full pay for any one prolonged illness.

- iv. ESP members using the benefits of the Sick Leave Bank must complete and sign a Sick Leave Bank Application provided by the Sick Leave Bank Committee. This Application contains an agreement to return to service immediately after the prolonged illness for a minimum of at least the length of the leave or finish the current school year, whichever is less. Default of this signed agreement would result in refunding to the Town of Abington one hundred and twenty-five percent (125%) of the amount of the salary received while covered by sick leave from the Sick Leave Bank, unless the teacher can no longer work for the Abington Public Schools because of a permanent disability or death.

c. Membership:

An ESP eligible to join the Sick Leave Bank must apply for membership on a form provided by the Sick Leave Bank Committee within 30 work days after

his/her first day of employment. When making said application to the Bank, an ESP must contribute one (1) sick day. If the Bank falls below fifty (50) days, an ESP must contribute one (1) additional sick day in order to continue membership in the Bank.

An ESP may access days from the Sick Leave Bank, after one (1) year of enrollment in the Sick Leave Bank.

By letter to the Sick Leave Bank Committee, an ESP may withdraw from the bank rather than contribute additional days. An ESP may apply for membership in the bank provided he/she makes such an application by October 1 and contributes the number of days into the bank that he/she would have contributed had he/she been a member of the bank since a) September 1, 2015; b) date of hire, if hired after September 1, 2015; or c) when he/she was last a member of the Sick Leave Bank.

d. Administration:

The Sick Leave Bank will be administered by a committee of four (4); two (2) members representing the Association and two (2) members representing the School Committee. All requests for the use of days shall be directed to this committee. The decisions of the committee shall be based on the requirement as specified above. Only those ESP members who each year voluntarily contribute to this Bank shall be eligible for its benefits. The decision of the Sick Bank Committee is not grievable or arbitrable.

The Sick Leave Bank Committee will maintain confidentiality of the applications, the doctors' certificates and other information, unless the applicant consents otherwise in writing.

Amendments to these regulations and changes to the application forms can be made by mutual agreement, in writing, of the Abington School Committee and the Abington Educators Association Executive Board.

E. All ESPs: Sick Leave Buy Back

A full-time employee who has completed fifteen (15) years of service in the Abington School System and who retires or resigns shall receive one-half (1/2) pay at the rate of compensation received at the time of retirement for that portion of his/her unused accumulated sick leave in excess of fifty (50) days up to a maximum of eighty-five (85) days.

The estate of an employee who has served a minimum of five (5) years above and dies in service of the Abington School System shall receive the above sick leave buy back benefit.

ARTICLE X - Vacations and Holidays

Holidays:

Fifty-two week employees shall be entitled to the following Holidays with pay:

New Year's Day	Independence Day
Martin Luther King's Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day

Vacations:

Secretaries who work fifty-two (52) weeks shall be entitled to paid vacations as follows:

Start of 1 st year -	1 week
Start of 2 nd year -	2 weeks (accrued during previous year)
Start of 3 rd year -	3 weeks (accrued during previous year)
Start of 6 th year -	4 weeks (accrued during previous year)
Start of 16 th year -	5 weeks (accrued during previous year)

All vacation must be scheduled with and approved by the building principal.

ARTICLE XI - Vacancies and Transfers

- A. If a vacancy occurs in a position, all shall be given an opportunity to apply.
- B. If a secretary is promoted, she shall be placed on a salary step which reflects her experience in Abington and provides an amount more than she currently receives.
- C. Involuntary Transfers:
 - 1. When a reduction in the number of ESP in the System necessitates a transfer of ESP from one school to another, volunteers will be transferred first, unless the School Committee makes a different selection in the best interest of the System.
 - 2. When involuntary transfers are necessary, the Committee will consider the following items in determining which ESP employees are to be transferred; the best interests of the pupils; teachers, the building administrators, and the ESP themselves. Also taken into consideration will be the "training, prior performance and the length of service in the Abington School System"

ESP being involuntarily transferred Will be transferred to as comparable a position as is reasonably possible under existing vacancies.

3. Notice of such transfer will be given as soon as practicable, and normally by June 1st.
4. An involuntary transfer will be made only after a meeting between the employee involved and the Superintendent, or his designee, at which time the employees will be notified of the reasons for such transfer.
5. By June 1 of each year all ESPs may request, by way of a letter or e-mail to the Superintendent, a new assignment. The Superintendent or his/her designee shall acknowledge such communication. The Superintendent is under no obligation to honor such requests.

D. Posting Procedures:

1. If the Committee decides to fill a vacancy in the ESP unit the Superintendent shall post it as either a temporary or permanent position. Such posting shall take place after completion of other personnel actions in the ESP unit, including lateral transfers to the same or comparable position, demotions, excessing or layoff; excluding promotion within the unit which shall be posted.
2. Whenever a vacancy occurs during the, school year, it shall be publicized by the Superintendent no less than seven (7) work- days prior to date certain by means of a notice on the Association bulletin board in every building/school. During the months of July and August, notice of such vacancies will be given to the Association President or his/her designee.
3. Posting and Vacancies. Qualifications for positions shall be established when posted and kept on file in the office of the Superintendent, and shall be furnished upon request.
4. Qualifications set forth for a particular position shall not be changed without six months advance notice to all personnel.

E. Application and Selection Procedure:

1. All employees covered by this agreement shall be given adequate opportunity to make application for such positions. The Committee agrees .to give due consideration to the professional background and attainments of all applicants, length of continuous service to the school system and other relevant factors.
2. Applications must be received by the Superintendent no later than 4:00 p.m. of the date set forth in the posting as the closing date of application.

ARTICLE XII - Personal Business Days

- a. Each secretary/paraprofessional/tutor may take no more than a total of three (3) personal business days per year between July 1 and the following June 30. These days must, except in emergencies, have prior approval of the Superintendent and will be deducted from sick leave. Approval shall not be unreasonably withheld.
- b. In addition to the above days, each secretary may take one (1) personal convenience day subject to the prior approval of the Principal. Said additional day will not be deducted from sick leave.

ARTICLE XIII - Placement/Advancement on the Salary Schedule: Reimbursements

- A. Annual Salaries Scales are attached in Appendices 1-4.
- B. Part-time employees shall be paid prorated to their FTE.
- C. The Superintendent may place new employees on the proper scale at any step at his/her discretion. Unless specifically noted otherwise in an employee's hiring letter, it is assumed that years of credit shall be the fewest on that step at the time of hire.
- D. Paraprofessionals who work 50% or more with regularly assigned instructional activities are Instructional Paraprofessionals. Paraprofessionals who work less than 50% with regularly assigned instructional activities are Clerical/Playground Paraprofessionals.
- E. New school secretaries who have worked since January 1 shall be eligible to advance to a higher step on the salary schedule on the following July 1.
- F. Salary payments will be made in twenty-six (26) equal payments.
- G. Mileage reimbursement at the established Town of Abington per mile rate shall be paid to employees for the use of their motor vehicles in the performance of their duties.
- H. Provided the advance approval of the Superintendent is obtained, the Committee will reimburse employees for reasonable expenses (in whole or in part) incurred related to attendance at in-state workshops, conferences, seminars and conventions. Reimbursable expenses will include registration fees, meals, lodgings, and transportation.

ARTICLE XIV - Work Day/Work Year

- A. Paraprofessionals:
 - 1. Work year:
 - a. Full-time: 181 days.

- b. Part-time: The number of days worked per annum are to be determined by the building Principal.
- 2. Established starting and dismissal times subject to modification by Committee provided, however, that no such modifications will increase the paraprofessionals' work day beyond the following:
 - a. For Elementary Paraprofessionals: six (6) continuous hours with a minimum of 1/2 hour provided for unpaid lunch within the six-hour period without additional compensation.
 - b. For Secondary Paraprofessionals: (6) hours and thirty (30) minutes continuous with a minimum nineteen (19) minutes provided for unpaid lunch within the six (6) hour thirty (30) minute day without additional compensation. Secondary Paraprofessionals shall receive a 'secondary para stipend' of \$1,000.00 per year. (This stipend shall not be posted, except in the job description, since it is part of the secondary paraprofessional's work day.) Each secondary paraprofessional shall be provided an unassigned period of no fewer than forty-seven (47) minutes for ninety (90) of the one hundred eighty (180) days when students are present.
 - c. Elementary paraprofessionals will remain for all early release days in-service. Secondary paraprofessionals will be allowed to leave after the buses on two (2) early release days in-service, as determined by the building principal, without loss of pay. During the remaining early release days, paraprofessionals will participate in the professional development activity offered or use that time for their preparation purposes.
- 3. The last day of work for paraprofessionals shall the students' last day of school.

B. Secretaries:

- 1. All Secretaries will be on a 7 1/2 hour work day, including an unpaid 1/2 hour lunch period. Established starting and dismissal times subject to modification by S.C./agent provided, however, that no such modification will increase the secretaries' work day beyond 7 1/2 continuous hours. On Fridays only, the release time for each secretary shall be fifteen (15) minutes earlier than his/her regular release time, except in cases of emergency as determined by the building principal.
- 2. The work year for secretaries shall be as follows:
 - a. 52 weeks: 261 days, including paid vacation and twelve (12) holidays with pay.

With no loss of pay, secretaries will not be required to report to work on days when school has been canceled due to inclement weather.

- b. 43 weeks: 202 days (no vacation)
 - c. 182 days: (no vacation)
 - d. The guidance secretary: 192 days (The pay shall be increased by the per diem rate.)
3. Elementary secretaries will not have to call substitutes from home.

C. Tutors:

- 1. Work year:
 - a. Work Year: 181 days - The 181st day will not be scheduled on the day following the students' last day.
 - b. The work year of 181 days may need to be altered based upon student needs as determined by the Superintendent of Schools or his/her designee.
- 2. Established starting and dismissal times subject to modification by the Committee, provided, however, that no such modifications will increase the tutors' work day beyond six and one-half (6 1/2) continuous hours with a minimum of 1/2 hour provided for an unpaid lunch within the six and one-half (6 1/2) hour period without additional compensation.
- 3. On early release in service days, Tutors will be allowed to leave after the buses on two (2) days without loss of pay, as determined by the building principal. During the remaining early release days, Tutors will participate in the professional development activity offered or use that time for their preparation purposes.

ARTICLE XV- Retirement Notification Incentive

Upon written notice of retirement under the Massachusetts Retirement Act, Secretaries, Tutors and Paraprofessionals shall be granted an additional \$1,050.00 during his/her last year of employment. Notification of the intent to retire will be given by November 1 in the year preceding the calendar year in which the individual's final year of employment will commence. Final confirmation will be given by May 1 of the calendar year in which the individual's final year of employment will commence.

ARTICLE XVI - Duty Free Lunch

Employees will be provided a duty free lunch except in cases of emergency. If the employee wishes, this lunch break may be taken away from his/her normal duty station.

ARTICLE XVII - Evaluation

1. All observations of the work performance of an employee will be conducted openly and professionally, with the full knowledge of the employee. Employees will be given a copy of any evaluation report prepared by their superiors. Employees will have the right to discuss reports with their superiors.
2. An employee will have the right, upon request, to review the complete contents of his/her personnel file.
3. No written material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file until the employee has reviewed the material, has had the opportunity to affix his/her signature to the material with the understanding that the signature in no way indicates agreement with the contents therein, and has had the opportunity to submit a written answer to such material. Any written answer submitted will be acknowledged by the Superintendent of Schools and attached to the file copy.
4. The School Administrators have the authority and responsibility to discipline or reprimand an employee for delinquency of professional performance. If an employee is to be reprimanded by the Administrator, the employee may request that an Abington Education Association representative be present, and the Administrator may request that a person who is not a member of the Abington Education Association be present.
5. No employee will be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE XVIII - Reduction in Staff: Secretaries and Paraprofessionals

In case of reduction in the Education Support Personnel (E.S.P.) unit, the procedures set forth in this Article will govern the layoff and recall of bargaining unit members affected by any such reduction.

A. Definitions:

1. Seniority shall be defined as length of continuous service as an ESP.

If a secretary changes classification as described in Appendix A, seniority in his/her new classification begins anew. His/her seniority in the former classification remains as of his/her last day as an employee in that classification. In the event of a reduction in force, a secretary or paraprofessional may fall back into his/her former classification if he/she has seniority in that classification. A secretary may fall back into the paraprofessionals classification if he/she has seniority in that classification. Fallback is permitted only in the event of a reduction in force.

2. Seniority List:

The Seniority List shall be compiled by the administration, shall be provided to the President of the Association, and shall be posted by each Principal in each school building no later than January 1 of each contract year.

Members of the E.S.P. unit shall check the Seniority List and shall affix their initials and the date by their name on the seniority list within five (5) work days after the date of initial posting. Members of the bargaining unit who are on extended leaves of absence shall be sent a copy of the relevant page(s) of the Seniority List by mail, return receipt requested, and shall be required to check the seniority list and shall affix their initials and the date by their name on the seniority list and return it to the Superintendent within five (5) school days after the receipt of the list.

A member of the bargaining unit who challenges his/her seniority must file the challenge, in writing, with the Superintendent and the President of the Association no later than ten (10) work days after the date which the employee affixed his/her initials and the date to the seniority list. Such challenge must include an explanation for the challenge. If the employee fails to thusly challenge his/her seniority within the established time limit, the seniority shall be deemed to be correct.

- a. The Superintendent and/or his designee Will meet with the employee after the end of the initial posting period. The Superintendent shall respond to the challenge(s) within five (5) work days of the meeting.
- b. If the response of the Superintendent is not acceptable, the employee shall file a grievance with the School Committee within five (5) days of the date of the receipt of the Superintendent's response. The School Committee shall meet with the grievant(s) at the next regularly schedule School Committee meeting. The School Committee will respond to the grievant(s) within five (5) work days of the School Committee meeting with a copy to the Association.
- c. If the response of the School Committee is unacceptable, then the Association may file for arbitration within five (5) work days of the receipt of the School Committee's response.

The seniority list compiled and corrected in the school year shall be signed by the President of the Association and Superintendent.

B. Method of Layoff:

1. All ESP personnel shall be laid off in inverse order of seniority within their respective classification. If the Superintendent determines that a Regular Tutor with less seniority has qualifications that would necessitate laying off a more

senior tutor instead, the Superintendent shall meet before effectuating the lay-off with the adversely affected tutor(s) and the Association President to explain his/her reasoning. Ties in the seniority list shall be broken by random selection of lots in the presence of affected employees, the Superintendent or his/her designee, and the President of the Association or his/her designee.

2. Written notification of layoff will be completed no later than thirty (30) days prior to the end of the school year in June.
3. Reassignments of ESP personnel within classifications necessitated by the layoff will be normally made by the Superintendent within thirty (30) days of said layoff.
4. ESP personnel affected by reassignment will signify a willingness to accept the assigned position within ten (10) calendar days of said notification of assignment.

Failure to accept said reassignment within the above time limit shall be considered as termination of employment.

C. Recall Procedures

1. ESP laid off due to reduction in force will be placed on the recall list for twenty-four (24) months from the effective date of the "lay-off."
2. ESP on the recall list will be recalled to permanent vacancies in the inverse order of their layoff in the classification from which said employee was laid off; or to any other existing position for which they are qualified and/or which they may have previously filled, provided that the Administration deems they are qualified.
3. ESP on the recall list will be given first priority in filling long-term substitute ESP vacancies in the classification from which they were laid off, in excess of five (5) days.
4. ESP on the recall list shall be entitled to membership if otherwise eligible in any group health or life insurance coverage in existence at the time of the effective date of the layoff; provided, however, that said ESP pays the entire cost of such insurance pursuant to the requirements of Chapter 32B, and there shall be no contribution by the Committee for such insurance. The above-mentioned insurance must be paid in full by check on or before the 15th of each month, made out to the Town of Abington and given to the Personnel Secretary in the Superintendent's office for transmittal to the Town Treasurer. Failure to comply with the above will mean cancellation of above insurance.
5. ESP on the recall list shall be deemed to be on leave of absence from the Abington Public Schools for the duration of the recall period. When a vacancy occurs within the bargaining unit to which an ESP employee is entitled to be recalled as set forth above, the appropriate ESP employee on the recall list will be notified by certified mail at their last recorded address as it appears on the records

of the School Committee. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days shall be considered a rejection of such offer and said ESP shall be dropped from the recall list. No personnel outside of the bargaining unit shall be hired to fill vacancies until all appropriate ESP employees on the recall list have been offered the vacancy pursuant to the provisions of this paragraph. Recalled ESP employees shall be credited with such salary and fringe benefits as they were entitled to at the effective date of their layoff.

**Days as used in this Article shall mean "calendar days" unless otherwise noted*

ARTICLE XIX - Longevity

Each longevity payment shall be as follows:

After 15 years of service in Abington	\$325.00
After 20 years of service in Abington	\$650.00
After 27 years of service in Abington	\$1,300.00

Effective July 1, 2019, each longevity payment shall be as follows:

After 15 years of service in Abington	\$325.00
After 17 years of service in Abington	\$650.00
After 22 years of service in Abington	\$1,300.00

ARTICLE:XX - DISTRIBUTION OF MEDICATIONS

The parties agree to follow 105 CMS 210.00, the regulations entitled The Administration of Prescription Medication in Public and Private Schools.

ARTICLE XXI - SUBSTITUTE PAY

Whenever a paraprofessional or tutor is required to substitute for a teacher for an entire school day, said paraprofessional/tutor will receive an additional forty-six dollars and twenty cents (\$46.20).

Whenever a paraprofessional or tutor is required to substitute for a teacher for half a school day, said paraprofessional/tutor will receive an additional twenty-six dollars (\$26.00).

Whenever a secretary at a school with two (2) or more secretaries is alone in the office due to an absence of the second secretary, after one (1) work days, the secretary shall receive an additional twenty-five (\$25.00) dollars for each day she is alone beginning on the second (2nd) work day.

ARTICLE XXII - Employment-Related Assault Provisions

Section 1. All persons covered by this Agreement will immediately report in writing to their principal all cases of assault, including oral or written assaults suffered by them in connection with their employment. Provided that the employee agrees, a copy of this report will be forwarded to the President of the Association.

Section 2. A copy of this will be forwarded by the Principal to the Superintendent of Schools who will comply with any reasonable request from the individual for information his possession, which is not legally restricted, related to the incident or the persons involved, and will act in appropriate ways as liaison among the individual, the policy and the courts.

Section 3. The Superintendent of Schools will report such cases to the Committee. The Committee will provide to the Superintendent of Schools any information in its possession, which is not legally restricted, related to the incident.

Section 4. If an individual covered by the Agreement requires legal counsel as a defendant or as a complainant in an employment related criminal or civil assault proceeding, the Committee will provide legal counselor reimburse the individual for reasonable counsel fees in accordance with and to the extent of its authority to do so under prevailing State Statutes.

ARTICLE XXIII – Job Sharing

Definition: For the purposes of this Article, "job sharing" shall be defined as the allocation of all of the duties of one full-time position between two employees such that the cost of the job sharing does not exceed the cost of one employee. The division of these duties shall be according to the terms set forth below.

Application: Employees interested in job-sharing shall submit a job sharing proposal to the appropriate building principal no later than February 1 of the school year preceding the school year during which the job is to be shared. The proposal shall set forth the following details:

- a. The position to be shared;
- b. The manner in which the job is to be shared; e.g., the percentage of the job each is to work;
- c. Which employee shall be receiving the health insurance benefits; and
- d. Any other relevant information to the implementation of the proposal.

Granting: The proposal shall be reviewed by the building principal and the Superintendent of Schools who shall notify the employees of their decision no later than April 1. The decision whether or not to allow the job sharing proposal shall not be grievable or arbitrable.

Conditions: In the event that the job sharing proposal is approved, the following conditions shall apply:

- a. Both employees shall work the first and last day of the student school year;
- b. In the event that one of the employees is absent, the partner employee shall make every reasonable effort to cover the class. On such day, the partner employee shall either be paid his/her per diem rate of pay or shall be granted an equal amount of compensatory time. Subject to the review of the Superintendent, the building principal shall designate which option shall be implemented.
- c. The partner employees shall be considered to be part-time employees.

Term: The term of the job sharing shall be for one school year and the partner employees shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner employees wish to extend the job sharing beyond one school year, they shall apply in accordance with the Application provision of this Article.

ARTICLE XXIV – Job Description

After the ratification of the 2018-2021 agreement, the parties hereby agree to create a joint labor-management committee to either create, update, and/or edit the job description for each occupational category within the bargaining unit. Said committee shall be composed of representatives of both parties and shall meet not less than two (2) times per month for not less than six (6) months except by mutual agreement. Said committee shall make a joint recommendation to both bargaining committee, who shall be charged with accepting the recommendations or not and then bargaining over the implications of those changes.

ARTICLE XXV – Duration

This Agreement and the provisions thereof shall be effective as of July 1, 2018 unless otherwise indicated, and shall continue until and including June 30, 2021, and year to year thereafter unless notice of termination or request for changes in this Agreement is given by either party on or before October 1, 2020 or for any subsequent October 1. The Committee will amend its administrative rules, regulations, job descriptions and handbooks or take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement as established Committee policy.

Either party may reopen this Agreement for negotiations. Notice of such opener shall be given on or before October 1, 2020, and negotiations shall commence no later than the third Monday of the said October. Either party may reopen this Agreement for negotiations during life of this Agreement only to address employee costs of background checks imposed by state statute.

IN WITNESS WHEREOF, the parties to this Agreement have caused these present to be
executive by their agents hereunto duly authorized and their seals to be affixed of
_____, 2019.

President, Abington Education Association

Chairman, Abington School Committee

APPENDICES

ABINGTON ESP UNIT **SALARY/WAGE SCHEDULES**

- 1) The Across-The Board raises shall be as follows:
 - a) FY 2019 – 2.5%
 - b) FY 2020 – 2.0%
 - c) FY 2021 – 2.25%
- 2) The Top Step of all salary schedules shall be increased by 1% beyond mentioned above in FY 2020.
- 3) Effective June 30, 2021
 - a) Step 1: 1-3 years
 - b) Step 2: 4 years
 - c) Step 3: 5 years
 - d) Step 4: 6 years
- 4) See actual Wage Scales listed below.

1. SECRETARIES

FY 2019			
Step	52 week	202 days	182 days
1	\$34,044	\$26,804	\$20,658
2	\$37,637	\$28,858	\$22,914
3	\$40,031	\$30,911	\$26,072
4	\$42,420	\$33,325	\$27,766
5	\$45,233	\$36,041	\$30,284
6	\$45,684	\$36,403	\$30,585
7	\$46,143	\$36,766	\$30,891

FY 2020			
Step	52 week	202 days	182 days
1	\$34,725	\$27,340	\$21,071
2	\$38,390	\$29,435	\$23,372
3	\$40,832	\$31,529	\$26,593
4	\$43,268	\$33,991	\$28,322
5	\$46,138	\$36,762	\$30,889
6	\$46,598	\$37,131	\$31,197
7	\$47,537	\$37,876	\$31,824

FY 2021			
Step	52 week	202 days	182 days
1	\$35,507	\$27,955	\$21,545
2	\$39,253	\$30,097	\$23,898
3	\$41,751	\$32,239	\$27,192
4	\$44,242	\$34,756	\$28,959
5	\$47,176	\$37,589	\$31,584
6	\$47,646	\$37,966	\$31,899
7	\$48,607	\$38,728	\$32,540

2. PARAPROFESSIONALS

FY 2019			
Step	Service	Instructional	Clerical/Playground
1	1-3 Years	\$19,255	\$19,086
2	4-6 Years	\$20,214	\$19,658
3	7-10 Years	\$20,827	\$20,255
4	10+ Years	\$21,141	\$21,036

FY 2020			
Step	Service	Instructional	Clerical/Playground
1	1-3 Years	\$19,640	\$19,467
2	4-6 Years	\$20,618	\$20,052
3	7-10 Years	\$21,244	\$20,660
4	10+ Years	\$21,779	\$21,671

FY 2021			
Step	Service	Instructional	Clerical/Playground
1	1-3 Years	\$20,082	\$19,905
2	4-6 Years	\$21,082	\$20,503
3	7-10 Years	\$21,721	\$21,125
4	10+ Years	\$22,269	\$22,159

June 30, 2021			
Step	Service	Instructional	Clerical/Playground
1	1-3 Years	\$20,082	\$19,905
2	4 Years	\$21,082	\$20,503
3	5 Years	\$21,721	\$21,125
4	6+ Years	\$22,269	\$22,159

3. TUTORS

FY 2019	
Step	Tutor
1	\$23,153
2	\$24,846
3	\$26,542
4	\$27,415
5	\$27,689

FY 2020	
Step	Tutor
1	\$23,616
2	\$25,343
3	\$27,073
4	\$27,963
5	\$28,526

FY 2021	
Step	Tutor
1	\$24,147
2	\$25,913
3	\$27,682
4	\$28,592
5	\$29,167

4. SPECIALLY CERTIFIED TUTORS

FY 2019	
Step	Specially Certified Tutor
1	\$42,502
2	\$43,752
3	\$45,002
4	\$46,250
5	\$47,500
6	\$48,747
7	\$49,235

FY 2020	
Step	Specially Certified Tutor
1	\$43,352
2	\$44,627
3	\$45,902
4	\$47,175
5	\$48,450
6	\$49,722
7	\$50,722

FY 2021	
Step	Specially Certified Tutor
1	\$44,327
2	\$45,631
3	\$46,934
4	\$48,236
5	\$49,540
6	\$50,841
7	\$51,863

5. Differentials:
- A. Transportation Aide:
- a. The Transportation Aide shall work an additional hour per day for 180 days
 - b. \$8,500.00 plus the regular hourly rate for additional hours worked beyond the regular work-day, work-week, and/or work-year.
- B. Secretary to Coordinator of Student Services/Director Guidance: \$225.00
- C. Secretaries in schools with only one (1) secretary and student populations of over five hundred (500), will receive an annual differential of \$1,700.00 in addition to the regular salaries.
- D. ABA Paraprofessionals:
- Paraprofessionals who have been trained in Applied Behavior Analysis (ABA) and are required as part of their regular duties to apply this training, will receive an annual differential of \$1,000.00 per year.
- E. Substitute Calling:
- The secretary who is assigned to call for substitutes shall receive a differential equal to 180 times his/her hourly rate (hourly rate is equal to the annual salary divided by the number of days worked divided by 7)
- F. Secondary Para Stipend:
- The Secondary Para Stipend, as described in Article XIV Work Day Work Year, shall be \$1,000.