

COLLECTIVE BARGAINING AGREEMENT

Between the

**SCHOOL COMMITTEE
OF THE TOWN OF WELLESLEY**

and the

**WELLESLEY TEACHERS' ASSOCIATION
UNIT C**

July 1, 2016 to June 30, 2019

AGREEMENT BETWEEN
THE SCHOOL COMMITTEE OF THE TOWN OF WELLESLEY
AND
THE WELLESLEY TEACHERS ASSOCIATION
UNIT C

AGREEMENT entered into as of the 1st of July 2016 between the SCHOOL COMMITTEE OF THE TOWN OF WELLESLEY in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the “COMMITTEE” and the WELLESLEY TEACHERS ASSOCIATION, hereinafter referred to as the “ASSOCIATION.”

ARTICLE 1

Definitions

Where the words are used in the Agreement, “Committee” means the School Committee of the Town of Wellesley in the County of Norfolk and Commonwealth of Massachusetts; “Association” means the Wellesley Teachers Association; “Committee Responsibility” means the powers and duties conferred by law upon the Committee for the conduct of the public schools of Wellesley; “Administration” means any designee of the School Committee; “Employees” or “Teaching Assistants and Paraprofessionals” or “Unit C” as used in this Agreement shall mean all regular and part-time employees in the categories listed in the Recognition Clause.

ARTICLE 2

Recognition

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment and any other questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the bargaining unit which shall be called Unit C consisting of all regular full-time and regular part-time employees in the following job classifications:

1. Library Instructional Assistants
2. Reading Interventionists (Paraprofessional)
3. Special Education Paraprofessionals
4. Special Education Teaching Assistants
5. General Education Teaching Assistants
6. Nurse Paraprofessionals
7. Accompanists

All other positions employed by the Wellesley Public Schools, including but not limited to, the Student Supervisor job classification, shall be excluded from the bargaining unit.

ARTICLE 3

Management Rights

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Wellesley School Committee are retained and reserved exclusively to the School Committee, including, but not limited to, the right to manage the affairs of the school district; maintain and improve the efficiency of its operation; to determine the methods, means, processes, and personnel by which operations are to be conducted; to determine the schedules and assignments of employees to work; to determine the qualifications of all jobs; to establish new job classifications, new job duties, and new job functions; to require from each employee the efficient utilization of her/his services; to hire, promote, assign employees; to discipline, suspend, demote, and discharge employees for just cause; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

ARTICLE 4

Annual Renewal and Notification of Assignment

Teaching Assistants (TAs) and Paraprofessionals (Paras) are subject to appointment on an annual basis. Written notice of renewal will be provided by May 15th to those employees who have completed ten (10) or more continuous years of service with the Wellesley Public Schools, or who otherwise qualify for longevity pay in accordance with Article 18, below, and by June 15th for all other employees within the bargaining unit. Administration will notify individuals of their specific assignments as determined.

ARTICLE 5

Work Year & Work Day

The normal work year for Teaching Assistants and Paraprofessionals is 182 school days. This shall consist of 180 school days for students and two days prior to the start of school. However, Elementary Instructional Library Assistants (ILA) will work one day prior to the start of school and one day after the end of the school year. The work day for full time Teaching Assistants and Paraprofessionals is as follows in addition to a 30-minute unpaid, duty-free lunch:

6.8 hours – Elementary Teaching & Library Assistants

6.5 hours – Paraprofessionals

6.5 hours – Preschool, Middle and High School Teaching Assistants

Teaching Assistants and Paraprofessionals will work a half day on early release Wednesdays.

Elementary and Preschool Teaching Assistants and Paraprofessionals will work an additional 6 hours on a monthly basis as determined by their Principal and/or Department Head.

School Closings and Delays Whenever school is cancelled because of snow, inclement weather or other emergency situations, such time will be made up and worked by all Teaching Assistants and Paraprofessionals based on the school calendar. If school is closed early or has a delayed start, Teaching Assistants and Paraprofessionals are expected to work the modified schedule for that day. If they are dismissed early or asked to delay their start time, they will be paid for their regular hours.

ARTICLE 6

Seniority

For the purpose of this Article, seniority shall be considered as the length of the employee's continuous service in the bargaining unit. Service as a long term substitute teaching assistant or paraprofessional will be counted toward his/her seniority if he/she is hired directly from the long-term substitute position into a permanent teaching assistant or paraprofessional position without a break in service. An approved leave of absence shall not constitute a break in service. Seniority will not accrue during the time the employee is out on an approved leave of absence.

ARTICLE 7

Reduction in Force

In the event of a mid-year elimination of a position, or if any current position of .60 FTE or greater is reduced mid-year below .60 FTE, the affected employees shall be eligible for recall to fill vacancies for a period of two (2) years after the effective date of his/her lay off. This does not apply to the annual renewal/appointment process.

An employee who has been affected by a reduction in force may be transferred to an open position within his/her job group. Employees in job group C may be transferred to job groups D or E. Job groups D and E can be inter-changeable. The job groups are as follows:

- Group A: Library Instructional Assistants
- Group B: Reading Interventionist (Paraprofessional)
- Group C: Special Education Paraprofessionals
- Group D: Special Education Teaching Assistants
- Group E: General Education Teaching Assistants
- Group F: Nurse Paraprofessionals
- Group G: Accompanist

A recall list will be maintained by the Human Resources Department. No new employee shall be hired until the laid off employee has been recalled. However, in the case of Special Education, there may be circumstances that require the next person on the recall list to be bypassed due to student-specific requirements as determined by the Director of Student Services. The Committee will notify the WTA when a person is bypassed on the recall list. An employee who fails to respond to or declines a job offer will be dropped from the recall list.

ARTICLE 8

Sick Leave

- (a) In the event of personal and non-service connected sickness or injury (for which no compensation is received under Workers' Compensation), all employees who work 900 or more hours per year shall be eligible for time off with pay in an amount appropriate to the circumstances of each individual case, in order that their income may be maintained during such period of incapacitation, on the following basis: ten (10) sick days per school year. During the first year of employment, sick days accumulate one day per month beginning the first month of employment. Part-time Teaching Assistants and Paraprofessionals shall be granted such leave on a proportional basis. Beginning the second year, employees will be credited with ten (10) days of sick time. Unused sick days may be carried from year to year and accumulate to a maximum of sixty (60) days. This vesting of unused sick days is intended solely for illness protection and does not constitute an obligation on the part of the Town to buy back any unused sick days at the time of separation from the services.
- (b) All employees who have a total accumulation of sixty (60) days prior to the beginning of the school year will be credited with the ten (10) days as specified in paragraph (a) above. However, at the end of the school year, any employee who has in excess of sixty (60) accumulated sick leave days may only carry forward the maximum sixty (60) days.
- (c) Employees shall notify their Lead Teacher on the first day of absence due to non-service connected sickness or injury, time expected to be incapacitated and when they expect to return to work. The Principal or Director/Department Head can request a conference in suspected cases of abuse of sick time (e.g. an established pattern of use, before and after weekends, vacations or holidays) and may require a physician's certification. Such incidents will be treated as individual disciplinary cases.
- (d) In the case of exceptional circumstances, additional allowances may be granted on the recommendation of the Principal or Director/Department Head and approval of the Assistant Superintendent. In determining whether extended allowances shall be granted, the past absence of the employee, the length of continuous service with the Town, and the quality of the

employee's performance record shall be taken into account. Consideration shall also be given as to what portion of the allowance shall appropriately be at full pay and what portion at part pay.

(e) Up to fifteen (15) accrued sick days can be used for family illness as defined by the Family Medical Leave Act (FMLA).

ARTICLE 9

Personal Day

Employees are expected to conduct personal business after school hours or during school vacations. In exceptional cases, an employee who works 900 hours per year may be granted one personal day with pay when there are compelling circumstances beyond the employee's control. Part-time Teaching Assistants and Paraprofessionals shall be granted such leave on a proportional basis.

- (a) Requests for a personal day must be made least three school days in advance, except in cases where the need is not foreseeable, and approved by the immediate supervisor.
- (b) Personal days may not be taken to extend a holiday or school vacation, nor can personal days be taken during the first fifteen (15) school days for students and the last fifteen (15) school days for students.
- (c) Beginning July 1, 2016, in any school year where a TA/Para uses 5 or fewer sick days, the TA/Para will be credited with a second personal day which may be used during the following school year.
- (d) Unused personal days shall not carry over to the following year.

ARTICLE 10

Bereavement

Bargaining unit employees who work 900 or more hours per year will be granted a leave of absence with full pay for not more than five (5) days per school year (not necessarily in succession) due to the death of his/her father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in law, whether such relative was a member of the employee's household or not, and not more than three (3) days per school year (not necessarily in succession) due to the death of a grandparent or any other relative or friend for whom employee is responsible for making funeral arrangements. Part-time teaching assistants shall be granted such leave on a proportional basis. Upon the request of an employee who has suffered a death in his/her family, the bereavement period may be extended on an unpaid basis upon approval of the Superintendent or by whoever is authorized to act in his/her absence.

ARTICLE 11

Maternity and Parental Leave

(a) An unpaid leave for the purpose of giving birth shall be granted to eligible employees in compliance with the requirements of Massachusetts General Laws, Chapter 149 Section 105D, and Massachusetts General Laws, Chapter 151B, Section 4(1). Said unpaid leave shall be for a period not exceeding eight (8) weeks and hereinafter is to be called “maternity and parental leave.” Provided an employee meets the requirements of the federal Family Medical Leave Act (FMLA), total unpaid leave may be up to twelve (12) weeks.

1. Employees granted leave in accordance with this policy and procedure shall be considered in an “inactive employment” status for unpaid days and time spent on such leave shall not count as service or time worked for the purposes of seniority, sick leave, pensions, length-of-service payment; or other benefits.

(b) This policy applies to full-time male and female employees who have completed the initial three (3) months that may apply according to the terms of this Agreement.

(c) Procedure

1. An employee requesting maternity/parental leave shall notify his/her immediate supervisor in writing as soon as practical regarding expected departure date. The notification must specify the commencement date of the leave that one intends to return to his/her job, and be accompanied by supporting documentation from a physician, where applicable, for an exit date and return date.
2. The Supervisor will verify that the employee is eligible for maternity/parental leave and will forward the notification and documentation to the Superintendent of Schools. Such leave is provided to any employee in the case of a newborn child in the home of or the placement of a child pursuant to a court order or adoption where the child is under the age of 18, or under the age of 23 if the child is mentally or physically disabled.
3. Employees on maternity/parental leave in accordance with this policy may remain in the Town of Wellesley Group Insurance Plan, provided arrangements are made with the Treasurer of the Town of Wellesley for the payment of the full insurance premium for the duration of the parental/maternity leave if the employee is on leave without pay. If the employee is on leave with pay (i.e. using sick leave) or on unpaid leave designated as maternity/parental leave, then the Town will continue to pay the town portion of the Town of Wellesley Group Insurance Plan so long as the employee continues to contribute his/her portion. Employees failing to apply for continued membership in the Plan will be dropped from the Plan.
4. Upon the return from a Parental/Maternity Leave, an employee shall be restored to his/her previous or similar position with the same status, pay, length of service credit and seniority as of the date of his/her leave, unless during the period of his/her leave

other employees of equal length of service or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment. In that event the employee will retain preferential consideration for another position to which he/she may be entitled as of the date of his/her leave.

5. Parental or Maternity Leave shall be without pay except that accumulated sick leave benefits may be provided for Maternity Leave purposes under the same terms and conditions, which apply to other temporary medical disabilities or to the extent provided by law. Parental leave shall be without pay.
6. Applications for extensions of leave beyond the eight (8) weeks must be made in writing in order to be considered.
7. If both parents are employed by Wellesley Public Schools, the employees are entitled to a total of eight (8) weeks of parental leave in the aggregate, as opposed to eight weeks for each parent.
8. Failure to return to work on the expiration of a Parental or Maternity leave shall constitute a voluntary termination of employment. It is understood that the Family Medical Leave Act of 1993 where applicable, supersedes these provisions where the Act provided additional enhanced benefits.

ARTICLE 12

Involuntary Transfer

The Administration has the right to involuntarily transfer an employee without notice based on student need. An involuntary transfer is defined as a change in position and/or location of an employee when such change is made by the Administration. The Administration will copy the WTA on the notice to the employee of any involuntary transfer that will be thirty (30) calendar days or more.

ARTICLE 13

Evaluations

A joint committee will be established to design a new evaluation procedure. Evaluations for any employee who has 10 years or more of continuous service with the Wellesley Public Schools, or who otherwise qualifies for longevity pay in accordance with Article 18, below, will be evaluated no later than May 15th of each school year; all other employees of the bargaining unit will be evaluated no later than June 15th of each school year.

ARTICLE 14

Assignment as Long Term Substitute

Teaching Assistants and Paraprofessionals who accept a long term substitute teaching assignment within the Wellesley Public Schools will continue to maintain their regular benefits. Time worked as long-term substitute teacher will count toward his/her seniority. Teaching Assistants and Paraprofessional maintain their right to return to their position after the completion of the long-term substitute teacher assignment.

ARTICLE 15

Professional Development

The District recognizes the importance of professional development for all staff and will facilitate participation in professional development programs and projects. The District will allocate a total of 300 hours per year for Teaching Assistants and Paraprofessionals to be paid at their regular hourly wage to participate in any of these programs/projects that are offered before or after the regularly scheduled school day.

ARTICLE 16

Vacancies, Extra Earning Opportunities, and Coverage for Classroom Teacher

- (a) **Vacancies** - Vacancies are defined as openings in positions in the bargaining unit. When the Superintendent determines that a vacancy should be filled, notices of all vacancies shall be posted for at least ten (10) calendar days prior to being filled. In filling vacancies and in making promotions, the Superintendent shall consider the skills, abilities, qualifications of applicants, length of service with Wellesley Public Schools, and the needs of the student(s).
- (b) **Extra Earning Opportunities** - Teaching Assistants and Paraprofessionals are eligible for positions in Wellesley's summer school and after school program. Preference will be given to Teaching Assistants and Paraprofessionals over other non-employee candidates, provided the members of the bargaining unit applying for the positions meet the qualifications and possess the skills required as determined by the Director of Student Services or his/her designee.
- (c) **Coverage for Classroom Teacher** – Effective July 1, 2017, Teaching Assistants and Paraprofessionals will be compensated \$30 per day in addition to their regular wages to provide substitute coverage for a classroom teacher, provided the coverage is for the full day regularly worked by the employee. Teaching Assistants and Paraprofessionals will be compensated \$15 in addition to their regular wages to provide substitute coverage for a classroom teacher provided that coverage is for a half-day based on the employee's regular work hours. Coverage must be for consecutive hours.

ARTICLE 17

Wage Scale and Benefits

(a) Wage Scales

FY17 Proposed Wage Scale as of the start of the school year **1.5%**

	<u>Teaching Assistants</u>	<u>Paraprofessionals</u>	<u>Nurse/Paraprofessional</u>
Step 1	\$19.60	\$25.19	\$35.47
Step 2	\$20.37	\$26.46	
Step 3	\$21.18	\$27.78	
Step 4	\$22.02	\$29.28	
Step 5	\$22.93	\$30.61	
Step 6	\$23.83		

FY18 Proposed Wage Scale as of the start of the school year **1.5%**

	<u>Teaching Assistants</u>	<u>Paraprofessionals</u>	<u>Nurse/Paraprofessional</u>
Step 1	\$19.89	\$25.57	\$36.00
Step 2	\$20.68	\$26.86	
Step 3	\$21.50	\$28.20	
Step 4	\$22.35	\$29.72	
Step 5	\$23.27	\$31.07	
Step 6	\$24.19		

FY19 Proposed Wage Scale as of the start of the school year **1.5%**

	<u>Teaching Assistants</u>	<u>Paraprofessionals</u>	<u>Nurse/Paraprofessional</u>
Step 1	\$20.19	\$25.95	\$36.54
Step 2	\$20.99	\$27.26	
Step 3	\$21.82	\$28.62	
Step 4	\$22.68	\$30.17	
Step 5	\$23.62	\$31.54	
Step 6	\$24.55		

(b) Teaching Assistants with the following prerequisite training/certifications who are regularly assigned for no fewer than five (5) consecutive workdays to perform the following specific work in the following specialized programs, using the following specific skills, knowledge and training, shall be paid at the first step of the Paraprofessional wage scale for the work in question. Existing paraprofessionals will maintain their position and pay but new paraprofessionals will be required to have the prerequisite skills.

1. SKILLS Program:

Principles of Applied Behavior Analysis – collect, analyze, and apply data/student performance indicators to assist lead teachers in the writing of individual student program

books, Positive Behavior Intervention Plans (PBIPs) and/or other behavioral plans based on the principals of Applied Behavior Analysis (ABA). Must have at least one year of experience implementing ABA within the Wellesley Public Schools or alternative ABA experience deemed comparable by the Director of Student Services. These criteria for the SKILLS Program may also apply to paraprofessionals who work in specific preschool classrooms or with specific preschool students as determined by the Director of Student Services.

2. Language-Based Programming:

Wilson Reading Intervention – Wilson-certified support personnel who provide direct instruction

3. Therapeutic Learning Centers (TLC) and Gateways:

Crisis Intervention Specialist – Safety Care Trainer who is responsible for the de-escalation of a student crisis and trains other program staff members in appropriate techniques

4. Core-Content Teachers – Certified content teachers who provide direct instruction within the self-contained programs for a percentage of their FTEs and remain within the program as support personnel for the rest of the time (e.g. 0.4 teacher/0.6 special education paraprofessional support)

5. Integrated Specialized Services: Certified American Sign Language (ASL) Interpreter

6. LAUNCH:

Job Coaching – performing direct job coaching support with the student at the worksite, off school grounds

7. Nurse Paraprofessionals: Paraprofessionals with a medical background; must be at a minimum a nurse's aide, LPN, or EMT who works in conjunction with the school nurse to provide care for medically challenged students in the classroom either in district or at another educational setting that a student may be attending

8. Reading Paraprofessionals: Knowledge of reading development and current reading instructional strategies. Familiarity with the miscue analysis and experience or working knowledge of running records, experience with systematic reading instructional programs such as Leveled Literacy Intervention (LLI), strong organizational skills for planning multiple lessons at various levels and keeping detailed records of student progress.

- (c) Any dispute as to whether the skills and work of a Teaching Assistant performing Paraprofessional work is at the discretion of the TA's Department Head. If there is a disagreement, the employee may appeal to the Director of Student Services. Any disagreement under this section shall not be subject to grievance or arbitration.

- (d) The parties agree to establish a joint committee to review and revise job descriptions for Teaching Assistants and Paraprofessionals. The joint committee shall hold its first meeting no later than April 1, 2017.
- (e) Teaching Assistants and Paraprofessionals have access to benefits offered by the Town, such as group health insurance, dental insurance, long-term disability and the retirement plan provided the Teaching Assistant or Paraprofessional meets the Town's eligibility requirements for participation in such benefits.

ARTICLE 18

Longevity

Any member of the bargaining unit who has completed a minimum number of continuous years of service shall be compensated as follows:

<u>Completed Years of Service</u>	<u>Amount</u>
Ten (10) Years	\$250
Fifteen (15) Years	\$500
Twenty (20) Years	\$750
Twenty-Five (25) Years	\$1,000

Any member of the bargaining unit who has 10 or more total years of service as a Teaching Assistant or Paraprofessional as of June 30, 2016, shall qualify for longevity under this Article, even if that employee has had a break in service.

ARTICLE 19

Jury Pay

If an employee is called for jury duty, he/she will receive his/her normal pay for days served, provided the jury duty occurs on a normally scheduled work day and shall, in return sign over to the school department any payment received for such jury duty. If released from jury duty for a day or major fraction of a day, the employee will report to work.

ARTICLE 20

Grievance Procedure

The purpose of the grievance procedure is to insure equitable solutions to problems which arise under interpretations of this contract between Unit C and the Wellesley School Committee.

For the purpose of the grievance procedure under this contract, the following definition shall pertain: Grievance: a grievance is defined as an alleged violation or misinterpretation of a specific provision of the contract.

The following grievance procedures shall be in effect:

Step 1. Within twenty (20) school days from the occurrence of the event, a written grievance, citing the specific contractual provision(s) at issue, shall be submitted to the immediate supervisor of the employee(s). Within twenty (20) school days after the institution of the grievance, the immediate superior shall provide his/her answer to the grievance.

Step 2. If the grievance is not resolved at Step 1 then, within ten (10) school days after the Step 1 answer, it may be referred to the next level of supervision which shall be the school principal in the case of a grievance involving employees in the secondary schools and the Superintendent in all other cases, in which case the grievance shall immediately proceed to **Step 3**. The school principal shall provide an answer to the grievance within ten (10) school days after it is referred to him/her.

Step 3. If the grievance is not resolved at Step 2 then, within ten (10) school days after the Step 2 answer, it may be referred to the Superintendent. The Superintendent shall provide an answer to the grievance within ten (10) school days after it is referred to him/her.

Step 4. If the grievance is still unresolved after the Step 3 answer then, within ~~ten~~ fifteen (15) school days after the Superintendent's answer, it may be referred to the Committee. The Committee shall provide its answer to the grievance within fifteen (15) school days after its referral to the fourth step.

Step 5. If the grievance is not resolved to the satisfaction of the Association, the Association may, within twenty (20) school days of the Level 4 answer submit the grievance to arbitration by giving notice to the School Committee. The costs of the Arbitration proceeding shall be shared equally between the parties but each party shall bear the expense of preparing and presenting its own case.

(e) The grievance as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

(f) Any of the time limits provided for herein may be waived or extended by the mutual agreement of the parties.

(g) The aggrieved employee shall have the option of whether or not to attend or participate in any of the meetings concerning his/her grievance.

(h) The Committee or the Superintendent's office or the principal or other immediate superior involved in any grievance shall make available, upon request, any records that are pertinent to any pending grievance or arbitration proceeding.

(i) In any case in which the timelines of any step of the procedure would go past the school year, such timelines shall be measured in terms of business days rather than school days. A business day is defined as any day on which the Central Office is open for school business.

ARTICLE 21

Dues collection/agency fee

The Committee recognizes the right of the Association to collect an agency fee from all non-members for whom the Association bargains. Authorized deductions may be taken out in equal biweekly installments or may be paid in one lump sum.

Article 22

Duration of Agreement

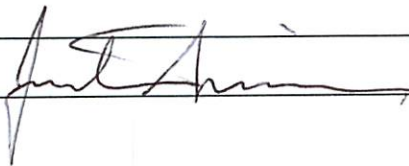
(a) This Agreement shall continue in full force and effect from July 1, 2016 to midnight June 30, 2019, and shall terminate automatically on that date. Should either or both parties desire to negotiate a new Collective Agreement for the succeeding year, such party or parties shall, not more than 240 days or less than 180 days prior to the expiration date of this Agreement, give notice in writing to the other party setting forth in such notice a full list of all proposals, changes and modifications desired by the party giving notice.

Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this ARTICLE shall preclude either the COMMITTEE or the ASSOCIATION from modifying any proposals made during the course of the negotiations.


IN WITNESS THEREOF, the COMMITTEE has caused this instrument to be duly executed by its authorized designees and the ASSOCIATION acting in behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized July 1, 2016:

For the Wellesley Teachers Association:

Janet C. Schmidt
Suzanne H. Crouse
Heather J. Mackin
M. Samuel Buzay
Amy Miller

 President

For the Wellesley School Committee:


Wellesley School Committee
