

**Collective Bargaining Agreement
Between the
Tewksbury Education Support
Personnel Association
And the
Tewksbury School Committee**

September 1, 2015 - August 31, 2018

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Agreement made this _____ day of _____ effective as of September 1, 2015 by the Tewksbury School Committee (hereinafter referred to as the “Committee”) and the Tewksbury Educational Support Personnel (hereinafter referred to as the “Association”).

Whereas, the said Committee, duly elected by the registered voters of Tewksbury has the final responsibility establishing the educational policies for the public schools of Tewksbury; and

Whereas, the Association has the responsibility of providing within the public school system the highest possible education and assistance consistent with the educational policies of the committee;

Now, Therefore, in witness thereof, the Committee and the Association, in order to give effect to these declarations and in consideration of their mutual promises, hereby agree as follows:

ARTICLE I **RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of:

all aides, kindergarten aides, special needs aides, classroom aides, copy aide(s), instructional technology aides and academic support aides but excluding all confidential, managerial and all other employees.

The aides covered by this contract will be classified as Classroom Instructional Aides and Classroom Aides. The Educational Support Personnel and ESP Aides titles are interchangeable.

ARTICLE II **CONTRACTUAL AGREEMENT**

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

This Agreement is a complete agreement between the parties covering all mandatory subjects in bargaining. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to negotiate further in the modifications or additions to this Agreement which are to be effective during the term hereof

and such other items including assignments, etc. shall be within the sole control and direction of the Committee and/or the Superintendent.

The parties agree that their relations shall be governed by the terms of this Agreement. To the extent any other practices or policies are in direct conflict with this Agreement, this Agreement shall prevail.

No change or modification of this Agreement shall be binding on either the Committee, the Superintendent or the Association unless reduced to writing and executed by their respective duly authorized representatives.

ARTICLE III **COMMITTEE RIGHTS**

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as elected representatives of the citizens of Tewksbury the Committee has the final responsibility for establishing educational policies and allocating resources for the Tewksbury School System.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee and/or the Superintendent by the Statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth.

As to every matter not covered by this Agreement, and except as expressly modified by this Agreement, the Committee and/or the Superintendent retains exclusively to itself all rights and powers that it has by law, or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of arbitration.

ARTICLE IV **GRIEVANCE PROCEDURE**

The purpose of the procedure set forth below is to produce prompt and equitable solutions to those problems, which from time to time arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, the procedural level involved; and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee.

GENERAL PROVISIONS

Section 1. A grievance is defined as a dispute between a member of the bargaining unit covered by this Agreement, or the Association and the Committee over the interpretation or application of a specific provision or provisions of this Agreement; or the alleged inequitable or discriminatory treatment of an employee under such provision(s).

If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement, and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

Section 2. The aggrieved employee may, if he/she so wishes, be represented by the Association at any level of the grievance procedure.

Section 3. 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 be extended only by prior mutual agreement.

Section 4. In the event that a grievance is filed late in the school year 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 may be reduced, if either party so wishes, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

Section 5. No written communication, other document, or record relating to any grievance shall be filed in the personnel files maintained by the School Department of Tewksbury for any employee involved in presenting such grievance, except such school department may maintain a file separate from the personnel file concerning such grievance.

Section 6. The Association or its president may initiate a grievance that relates to a group of Aides. Said grievance shall be submitted directly to the Superintendent at Level Two within fifteen (15) school days or fifteen (15) school days from date of first knowledge of its occurrence and shall commence at Level Two.

Section 7. If at the end of fifteen (15) school days next following the occurrence of any grievance or fifteen (15) school days next following the date of first knowledge of its occurrence by the Aide affected by it, the grievance shall not have been presented at Level One of the procedure set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.

LEVEL ONE: The grievance shall be presented in writing by the Aide to the appropriate principal and/or immediate supervisor who shall meet with the Aide in an effort to resolve the grievance. In addition to any other party desired by the grievant, the grievant shall be in attendance, at Level One at the presentation of the grievance for the purpose of making and/or listening to the presentation and assisting in the resolution of the grievance at the earliest possible opportunity. In the event the grievant cannot be present because of physical disability or school not being in session, then the requirement of attendance shall either be waived by the

Superintendent or the date of presentation adjourned to a date when the grievant at the earliest opportunity, can be present. The grievance shall be submitted with sufficient detail and specificity to enable the Principal to fully understand the grievance, and the grievant shall cite the specific sections of the contract which the grievant claims the Committee has violated.

LEVEL TWO: If at the end of ten (10) school days next following such written presentation the grievance shall not have been disposed to the Aide's satisfaction, the written grievance may be presented within the next five (5) school days to the Superintendent, who shall, within ten (10) school days thereafter, meet with the Aide in an effort to settle the grievance.

LEVEL THREE: If at the end of ten (10) school days next following the meeting with the Superintendent the grievance shall not have been disposed of to the satisfaction of the Aide, the Aide may refer the written grievance to the Committee within ten (10) school days. Within fifteen (15) school days after receipt of the written grievance, the School Committee or a subcommittee thereof shall meet with the Aide in an effort to settle the grievance.

LEVEL FOUR: If at the end of ten (10) school days next following the meeting the grievance shall not have been disposed of to the satisfaction of the Aide, the Association, by giving written notice to the Committee within five (5) school days next following the conclusion of such period of ten (10) school days, may submit the grievance to arbitration.

ARBITRATION

Section 8. In the event the Association elects to submit a grievance to arbitration the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. In the event of mutual selection of an arbitrator, the arbitrator shall function under the Massachusetts Department of Labor Relations (DLR). If the Committee and the Association cannot agree within five (5) school days after written notice specified above of the intention to arbitrate, then the Association shall within five (5) school days thereafter request the Massachusetts Department of Labor Relations to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the DLR's Voluntary Labor Arbitration rules.

Section 9. The fees of the Massachusetts DLR and/or of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

Section 10. The parties by mutual agreement, may submit more than one (1) pending grievance to the same arbitrator.

Section 11. The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence. If the Committee raises an issue of arbitrability, the Committee may go forward at the discretion of the arbitrator on that issue first.

Section 12. The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties throughout the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The obligation of the Committee to pay shall be limited to the obligations which the Committee may legally undertake, and in no event shall any present or future member of the Committee or the Association have any personal obligation for payment under the provisions of this Agreement. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding upon the Committee, the Association and the Aide or group of Aides who initiated the grievance.

ARTICLE V SALARIES

Section 1. The Human Resources Administrator shall send written notice to the TTA Treasurer of the name, classification, school assignment and pay grade for each new employee within twenty-one (21) days of the new unit member's hire.

Section 2. Aides will be paid an annual salary as set forth in Appendix A of this Agreement, based on the work year of 181 days for Classroom Instructional Aides and 181 days for Classroom Aides with the 181st day paid at the per diem rate. The 181st day to be worked by all Aides is to be the first professional development day for teachers. The work day is the same length as the student instructional day at the school to which the Aide is assigned.

Instructional Technology Aides will work 182 days with the 182nd day paid per diem.

Any unit member who works ninety (90) or more days in the Tewksbury Public Schools shall receive a full year's credit on the salary schedule.

Section 3. All Aides currently employed will be placed on the proper step commensurate with their ESP experience in the Tewksbury Public Schools. New hires will be placed on Step 1.

Section 4. When a teacher in the aide's regular classroom(s) is absent the Classroom Instructional Aide and/or Classroom Aide shall step up and perform substitute duties for that

teacher, secretary or librarian. At the request of the Principal a Classroom Aide or Classroom Instructional Aide may be asked to substitute in another teacher's classroom within the building and perform substitute duties for that teacher. A Classroom Instructional Aide and/or Classroom Aide shall have the option of declining to step up in such circumstances. Any Classroom Instructional Aide and /or Classroom Aide who substitutes for the absent teacher for three (3) hours or more per day shall receive forty (\$40.00) dollars per day added to his/her daily rate. Any Classroom Instructional Aide and /or Classroom Aide who substitutes for the absent teacher for a period of not less than forty-five (45) minutes but nor more than two hours and fifty-nine minutes shall receive twenty (\$20.00) dollars for such services when performed.

The Classroom Instructional Aide and/or Classroom Aide is to fill in and submit a voucher to the Principal to receive payment.

Section 5. After ten (10) days of a continuous assignment, a Classroom Instructional Aide shall receive sixty dollars (\$60.00) per day added to his/her base daily rate. After eight (8) weeks in a continuous assignment a Classroom Instructional Aide will receive an additional eighty dollars (\$80.00) per day added to his/her daily rate.

Section 6. It is agreed and understood that all Aides shall have the option to elect, for salary payments, either a ten (10) month payment program of twenty-one (21) equal payments or a twelve (12) month payment program of twenty-six (26) equal payments for all work performed from September 1 of each school year through June 30 of said school year. Each Aide agrees that he or she will notify the Committee in writing of his or her election and thereafter said election shall remain in full force and effect until amended or modified in writing and delivered to the Committee.

Section 7. Full-time members employed in bargaining unit positions will be eligible for the following longevity program.

<u>2015 -2016</u>	<u>Years of Service</u>	<u>Amount</u>
	After 9 years of service	\$600
	After 11 years of service	\$800
	After 14 years of service	\$1,000
	After 17 years of service	\$1,200
	After 19 years of service	\$1,500
	After 23 years of service	\$2,000

<u>2016 – 2017</u>	<u>Years of Service</u>	<u>Amount</u>
	After 7 years of service	\$700
	After 11 years of service	\$900
	After 14 years of service	\$1,100
	After 17 years of service	\$1,300
	After 19 years of service	\$1,600
	After 23 years of service	\$2,100

<u>2017 – 2018</u>	<u>Years of Service</u>	<u>Amount</u>
	After 7 years of service	\$900
	After 11 years of service	\$1,100
	After 14 years of service	\$1,300
	After 17 years of service	\$1,500
	After 19 years of service	\$1,800
	After 23 years of service	\$2,300

These will be paid retroactive.

Section 8. The Committee shall provide that, whenever duly authorized by any unit member on a form or forms approved by the Superintendent, payroll deductions on behalf of such unit member shall be made and paid over in accordance with such form or forms developed by the District or by the Town as appropriate.

Section 9. All stipends or any other monetary compensation on which the parties reach agreement during the term of this Agreement or any extension thereof shall be reduced to writing in the form of a memorandum of agreement signed by the parties to the Collective Bargaining Agreement or their agents and the stipend/monetary compensation shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is reached. When the Agreement contains terms that continue beyond the term of this Agreement or any extension thereof, the terms shall be printed as part of the appropriate Article / Appendix in the subsequent Agreement.

ARTICLE VI **SICK LEAVE**

Section 1. For illness of the Aide or his/her immediate family, aides will be entitled to fifteen (15) sick leave days each school year.

Unused sick days shall be accumulated from year to year with no maximum limit.

Section 2. For purposes of this Article the term “family” shall be defined as meaning father, mother, son, daughter, spouse, or other individuals living in the immediate household, or other individuals for whom the aide has legal responsibility, or any other person approved by the Superintendent.

Section 3. In addition to personal illness or injury, sick leave may be utilized for any other reason approved by the Superintendent.

Section 4. After five (5) days of consecutive absence, a doctor’s certificate may be requested by the Building principal or the Superintendent and must be presented after ten (10) days of consecutive absence. Failure to comply with this policy could result in loss of pay for days absent. Thereafter, the Committee may in its discretion and at its expense require an

absent Aide to submit a medical examination conducted by a physician of the Committee's choice in order to confirm whether the Aide is medically fit to resume work.

Section 5. There shall be no loss of salary, fringe benefits, or sick leave allowances when an Aide is subject to quarantine by order of the doctors or health department for reasons other than personal illness of the Aide.

Section 6. Upon retirement the Educational Support Personnel will be able to "buy back" twenty-five per cent (25%) of his/her unused sick leave at the current rate.

ARTICLE VII SICK LEAVE BANK

Section 1. The Sick Leave Bank shall be established and is for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

Section 2.A. The Sick Leave Bank shall be funded initially by each member of the bargaining unit eligible to receive Sick Leave benefits submitting one (1) sick day of their personal accumulation to the Sick Leave Bank to be utilized by Aides who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have serious extended illness.

Section 2.B. If the Sick Leave Bank becomes exhausted, it shall be renewed by a contribution of one (1) additional day of sick leave by each eligible member of the bargaining unit from her accumulated sick leave.

Section 2.C. Sick Leave Bank days unused in one school year shall be carried over to the next school year.

Section 3.A. Once an Aide has established eligibility for the Sick Leave Bank, such Aide maintains continued eligibility for the Sick Leave Bank.

Section 3.B. Aides shall not be required to contribute to the Sick Leave Bank until they have the required twenty-six (26) days set forth in this Section.

Section 3.C. The fifteen (15) days credited to one's individual sick leave accumulation at the beginning of school shall count toward Sick Leave Bank eligibility. For example, a second year Aide who utilized eight, (8) sick leave days in each of the first two (2) years of being an Aide is eligible to join the Sick Leave Bank as follows:

12 sick leave days
15 sick leave days credited for third year
27 sick leave days accumulated
- 01 day contributed to Sick Leave Bank
26 minimum balance required for eligibility

Section 4. Sick Leave Bank days shall only be available after the infirmed Aide has exhausted all but one (1) day of his/her entire personal sick leave, both annual and accumulated.

Section 5. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee (not covered by another bargaining unit) to serve at its discretion and two (2) members designated by the Association.

Section 6. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate to the need for and anticipated extent of extended recovery time from illness.

Section 7. Application for benefits may be made prior to the unit member's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon The Bank will not actually commence until after the unit member's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

Section 8. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible unit member shall not exceed thirty (30) days.

Section 9. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

Section 10. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and amount to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of the leave:

- A. Medical evidence of serious extended illness, and
- B. Prior utilization of all eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final with any appeal to the Bank Committee itself.

No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit the individual to stay at home or to care for other members of the family and in no instance, may days be withdrawn for the purposes of maternity.

Section 11. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other Aides.

Section 12. The Association will be provided with the number of days in the Sick Leave Bank on October 1st of each school year or as soon as possible before December 1st.

ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE WITH PAY

Aides shall be entitled to the following leaves of absence with pay for each school year. Leaves taken pursuant to this Article will be in addition to any sick leave to which the Aide is entitled. No Aide will be required to arrange for her own substitute

Section 1. **PERSONAL.**

Aides may be granted leave without loss of pay for personal matters upon the approval of the Superintendent. Such request shall be made forty-eight (48) hours in advance, except in emergency situations.

Section 2. **ASSOCIATION.**

Time necessary for two (2) Association representatives to attend the MTA ESP conference and the MTA Annual Meeting shall be granted by the Superintendent.

Section 3. **LEGAL.**

Time necessary for appearances in any legal proceeding connected with the unit member's employment or with the school District or in any other legal proceeding if the unit member is required by law to attend.

When a unit member is summoned into Court as a witness, the Committee will pay the difference between the witness fee and the unit member's regular pay.

The District will comply with the Massachusetts General Laws with respect to service and compensation of members of the unit who are summoned to perform jury duty.

Section 4. **MEDICAL**

- A. Absence because of communicable disease (as defined by the Massachusetts Department of Health) contracted during employment.

- B. Each employee who sustains injury or illness arising out of her employment by the Tewksbury Public Schools shall be entitled to receive her full pay for the period of her incapacity. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the School Committee, which may require periodic written testimony supporting the claim of continued incapacity as a condition precedent to its approval.

Section 5. **BEREAVEMENT.**

Five (5) days, not to be deducted from other leave, shall be granted in the event of the death of a member of an Aide's family: i.e. father, mother, son, daughter, spouse, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any member living in the

immediate household or any other person approved by the Superintendent. One (1) day is allowed for the death of another close relative or friend not to be deducted from sick leave.

Section 6. LONG TERM LEAVE.

An Aide who while so employed by the School Department shall have been appointed to another position within the Tewksbury School Department, other than a position covered by this Agreement, may request a long term leave of absence from the position to be so vacated by such Aide for a period not to exceed one (1) school year. This leave shall be without pay. An Aide who is granted such Long Term Leave shall be entitled to return to his/her vacated position, or to a similar position as circumstances may require, by giving written notice of same to the Superintendent on or before March 1st of the year in which such leave terminates. Upon his/her return to the bargaining unit, the Aide shall thereafter enjoy all benefits and rights that he/she would have enjoyed had he/she not taken the leave of absence.

Section 7. EMERGENCY LEAVE.

Classroom Instructional Aides and Classroom Aides shall receive with full pay one (1) emergency leave day each school year to attend to such cases as home emergencies, personal care of a non-household family member or any other reasonable request. All leave requests shall be made in writing to the Superintendent prior to the day if known in advance or, if not, submitted to the Superintendent the day after the incident.

Section 8. Pay deduction for absences not covered by this Article shall be made at the rate of 1/180th for Classroom Aides and 1/181th for Classroom Instructional Aides and Technology Aides.

ARTICLE IX
PARENTAL LEAVE

Section 1. Subject to the conditions set forth in this Article, a unit member who is pregnant or a non-birth parent, adoptive parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order MGL Chapter 149 Section 105D shall be entitled to parental leave.

Section 2. Upon receipt of at least two (2) weeks' written notice of anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence without pay (except as provided in Section B. below) for up to twelve (12) weeks, as requested by the unit member.

Section 3. A unit member who takes a leave under this Article for purposes of childbearing or adoption may apply earned sick leave benefits to a period of up to eight (8) weeks.

Section 4. This leave may be extended by mutual agreement between the unit member and the Superintendent in order that a unit member who has been on parental leave may return at an appropriate time in consideration of the student's program(s) such as the beginning of a semester, the beginning of a marking term or after a vacation period, or when absence due to

medical complication resulting from pregnancy extends beyond the eight (8) weeks in Section A. above.

Section 5. A non-birth parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order will be entitled to use, at his/her option, up to a maximum of ten (10) days of his/her personal accumulation of sick leave days during his/her parental leave.

Section 6. In recognition of providing unit members with parental leave in excess of eight (8) weeks and up to twelve (12) weeks, at the unit member's option, the Superintendent agrees not to deny the employee his/her rights MGL Chapter 149 Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

Section 7. In the event a unit member desires a leave longer than the up to twelve (12) weeks requested by the unit member as provided above said leave which is to be used for purposes of child-rearing, a leave without pay of up to one (1) year, including the time spent on parental leave as defined herein, shall be granted.

ARTICLE X

INSURANCE AND ANNUITY PROGRAM

Section 1. INSURANCE PROGRAMS.

- A. As long as the Town of Tewksbury agrees to pay seventy-five (75%) percent of the cost of a health insurance plan, Blue Cross and Blue Shield, and one-half the cost of a \$5,000 Life Insurance Policy and a \$5,000 Accidental Death and Dismemberment Policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share on payroll checks for Participating members on receipt of the proper authorization.
- B. On the date of retirement, Life Insurance may be continued in the amount of \$5,000, one-half to be paid for by the retiree.
- C. For the retired employee, the Hospital-Surgical-Medical coverage may be continued through the local pension group. If an individual does not desire to remain in the Insurance Plan, the retired employee may secure her Hospital, Surgical and Medical coverage under any conversion contract offered by Blue Cross and Blue Shield or other health insurance plans.
- D. In the event the Town of Tewksbury modifies its insurance plan, similar arrangements for payroll deductions will be made available to all the Aides.

- E. Any benefits made to any other School Department employee shall be extended to the Aides.

Section 2. ANNUITY PROGRAM. In order to provide a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, the Aide may contract with the Committee pursuant to Section 37(b) of Chapter 71 of the General Laws of Massachusetts for the purchase of such annuity as part of her employment compensation.

ARTICLE XI **VACANCIES**

Section 1. In the event of a teaching vacancy and after the position has been offered to teachers within the system and those on current layoff, qualified Aides then employed in the system will be granted an interview for said position. The decision of the Superintendent will not be grievable or arbitrable.

Section 2. Notice of vacancies in teaching and/or educational support positions will be posted in each building.

Section 3. Any open position will not be permanently filled for ten (10) days.

Section 4. Notices of Teaching and Educational Support positions that open during the summer will be posted on the District's website.

ARTICLE XII **TRANSFERS**

Section 1. If an Aide is interested in transferring to an open position, s/he will notify the Superintendent's Office in writing. S/he shall include the name of the position in which s/he is interested.

Section 2. An Aide shall be notified by June 1st if s/he is to continue in his/her current assignment.

ARTICLE XIII **REDUCTION IN FORCE**

Section 1. This Article does not apply to the decision by the Superintendent not to reappoint a bargaining unit member.

Section 2. In the event it becomes necessary to lay off a bargaining unit member for financial or programmatic reasons, the reductions will be made in reverse order of seniority in the bargaining unit and within the category of either "Classroom Instructional Aides" or

“Classroom Aides”. Seniority is defined as length of service in the bargaining unit from the first day of permanent employment in the unit. Ties will be decided by lottery.

Section 3. A member who has been laid off will be placed on a recall list for a period of eighteen (18) months from the effective date of the layoff.

Section 3. In the event that there is more than one (1) open position available when the Aide’s position is eliminated, the Aide impacted by the loss of his/her position will meet with the Superintendent to discuss his/her placement.

ARTICLE XIV RIGHTS OF THE UNIT MEMBER

Section 1. No unit member shall be disciplined without just cause.

Section 2. Formal evaluation of E.S.P. Aides shall be conducted once during the school year. Normally these evaluations will take place by June 1. These evaluations will be conducted by the Building Principal or Assistant Principal. Within ten (10) days of handing the evaluation to the unit member the Building Principal or Assistant Principal will discuss the evaluation with the Aide upon the request of either party.

Section 3. A unit member has the right, upon request, to review the contents of his/her personnel file, provided this is done during regular office hours by appointment, as provided by M.G.L. Chapter 71, Section 42c.

No material critical to a unit member’s conduct, service, character or personality will be placed in his/her personnel file until the unit member has had an opportunity to review the material and has signed a statement indicating that s/he has reviewed the material.

Following the review of the material the unit member will be afforded the opportunity to attach a statement of position.

ARTICLE XV PROFESSIONAL DEVELOPMENT

Section 1. Re: Workshop Days - all ESP will attend the workshop if they wish or work in their rooms at the discretion of their Principal or their administrator.

Section 2. Professional Development

A) All Classroom Instructional Aides and Classroom Aides will be able to attend with pay all SARC training sessions that are on the School Calendar. The pay is to be the same amount as teacher tutoring rate.

B) The Administration shall provide \$5,000 per year for the payment of courses taken by unit members. Reimbursement for up to three (3) courses per year with

payment of five hundred dollars (\$500.00) for each course will be made on a first come, first served basis upon evidence of completion of the course.

C) Classroom Instructional Aides and Classroom Aides will be able to attend with pay all Professional Development training sessions that are on the School Calendar at the Aides' per diem rate.

ARTICLE XVI **WORKING CONDITIONS**

Section 1. All Aides shall be given a duty free lunch period equal to that of the students. The lunch period shall be scheduled between 10:00 am and 1:30 pm.

Section 2. Aides at each level will work the student hours in effect at that level in the school year.

Section 3. Classroom Instructional Aides and Classroom Aides will be included in the duty roster with the teachers for lunch duty and/or playground duty. There will be only one (1) duty assigned and it will be the same duty all year. There will always be a certified teacher present with the E.S.P. Aides. The duty will be distributed as equitably as possible by the Principal and any deviations will be discussed with the Superintendent

Section 4. All personnel covered by this contract will be notified on or before June 15 of their employment in the Tewksbury Public Schools for the following school year.

Section 5. Every effort will be made by the Principal and/or other administrator responsible for assignments of bargaining unit members, to discuss assignments with such members prior to the commencement of each school year.

ARTICLE XVII **CORI AND FINGERPRINT-BASED BACKGROUND CHECKS**

Section 1. CORI Checks

- A) In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.
- B) Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made

aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

- C) All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment as an employee may request in writing that s/he be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.
- D) After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may at such meeting be represented by the association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.
- E) All employees shall be required to comply with An Act Relative to Background Checks (M.G.L. Chapter 459 of the Acts of 2012).

ARTICLE XV JOB DESCRIPTION

A sub-committee will be formed, consisting of unit members and the Superintendent to revise job descriptions. The revised job descriptions will be brought back to the parties for ratification and will be appended to the Contract.

ARTICLE XVI AGENCY SERVICE FEE

The parties agree that consistent with Chapter 150E Section 12 an agency service fee has been established as a condition of employment. The amount of such service fee shall be equal to the amount required to become a member and remain a member in good standing of the Union. In addition, there will be a procedure by which an employee can obtain a rebate of a portion of said fee in accordance with said Section 12. The Association assumes full responsibility to collect said fee and indemnifies the School Committee against any liability relating to the collection of said fee.

ARTICLE XVII SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or the enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its

validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

ARTICLE XVIII
DURATION

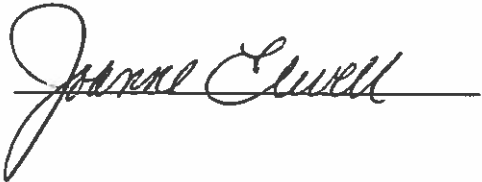
Section 1. This Agreement constitutes Committee policy for the term and within the scope of said Agreement. The Committee shall carry out the commitments contained herein and give them full force and effect as Committee policy.

Section 2. This Agreement is for a period of three (3) years as of September 1, 2015 and shall continue in full force and effect to and including August 31, 2018. Except as expressly amended herein, the Collective Bargaining Agreement dated is ratified, confirmed and approved in all respects.

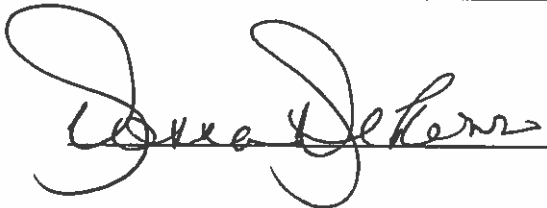
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized representatives this 15 day of June 2016 and effective as of September 1, 2015.

For the Association

For the Committee









9/1/2015 - 8/31/2018 ESP Salary Schedule

Classroom Instructional Aides

Step	2015 -2016	2016 - 2017	2017 - 2018
1	\$ 18,607	\$ 19,072	\$ 19,549
2	\$ 19,909	\$ 20,407	\$ 20,917
3	\$ 20,604	\$ 21,119	\$ 21,647
4	\$ 21,304	\$ 21,837	\$ 22,383
5	\$ 22,055	\$ 22,606	\$ 23,171
6	\$ 22,774	\$ 23,343	\$ 23,927
7	\$ 24,125	\$ 24,728	\$ 25,346

Classroom Aides

Step	2015 -2016	2016 - 2017	2017 - 2018
1	\$ 14,221	\$ 14,577	\$ 14,941
2	\$ 14,719	\$ 15,087	\$ 15,464
3	\$ 15,216	\$ 15,596	\$ 15,986
4	\$ 15,748	\$ 16,142	\$ 16,546
5	\$ 16,280	\$ 16,687	\$ 17,104
6	\$ 16,834	\$ 17,255	\$ 17,686
7	\$ 17,999	\$ 18,449	\$ 18,910

calculated using 2.5% increase each year

APPENDIX A – 2

STIPENDS

1. **Diapering Stipend** \$15.00 / Day to be paid to anyone who changes a diaper on a student of any age

2. **Instructional Technology Aide Stipend** \$5,400 / year per Tech Aide

3. **Braille Stipend** \$4,000 / year

**APPENDIX B
EVALUATION**

**Tewksbury Public Schools
Tewksbury, Massachusetts
Technology Instructional Aide Evaluation**

Name:	Position: Technology Instructional Aide				
Evaluator:	Position:				
School(s):	School Year:				
	Exceeds Expectations	Meets Expectations	Needs Improvement	N/A	
Performance Responsibilities					
Works with students, individually, in small or large groups, to reinforce the learning/understanding of material or skills initially introduced by the teacher.					
Helps maintain a friendly and cooperative atmosphere for students and faculty.					
Assists in the maintenance of the physical condition and general neatness of the library media center area					
Assists in computer maintenance, when appropriate					
Presents and reinforces technology skills					
Supervises students during assigned classes					
Collaborates with the Instructional Technology Specialist and the classroom teachers to implement curriculum projects					
Assists in maintaining up-to-date inventory of LMC software					
Performs other duties of similar nature and complexity at the direction of the Instructional Technology Specialist and Assistant Superintendent					
Performs trouble-shooting when computer problems arise in the LMC					
Performs all the duties of a library aid, when necessary and when time allows, due to scheduling format					
Collaboratively works with all staff members and maintains a professional demeanor with fellow workers					
Maintains confidentiality with respect to student information					
Works to stay current DESE initiatives in regards to recommended technology standards					
Is punctual for both the school day and assigned duties in each respective school					
Comments:					
Signature acknowledges only that the evaluator has reviewed this evaluation with the aide					
Evaluator's Signature:			Date:		
Aide's Signature			Date:		
Response:			No Response:		

Tewksbury Public Schools
Tewksbury, Massachusetts
Classroom Instruction Aide Evaluation

Name:	Position: Classroom Instructional (Certified)			
Evaluator:	Position:			
School(s):	School Year:			
Performance Responsibilities	Exceeds Expectations	Meets Expectations	Needs Improvement	N/A
Works with students, individually, in small or large groups, to reinforce the learning/understanding of material or skills initially introduced by the teacher.				
Assists the teacher in implementing special strategies for reinforcing material and skills.				
Provides academic support and monitors independent study, enrichment work, and remedial work prepared and assigned by the teacher.				
Checks notebooks and student work.				
Prepares classroom material and activities as directed by the teacher.				
Communicates any problem or special information about an individual student to the teacher.				
In the absence of the teacher, serves as the chief source of information and assumes responsibility for the class.				
Assists substitute personnel on familiarizing themselves with the daily classroom routine.				
Assists students with dressing skills, which may include coats, boots, hats, zippers, underwear and outerwear.				
Assists students in your classroom with lunch, snack, and clean-up routines.				
Assists students in your classroom with wash-up and toilet routines, which may include diaper changing and personal hygiene.				
Assists in preparing class displays and bulletin boards.				
Fulfills duty roster activities at their respective school as specified by the contract.				
Greets children and assists them off and on the special education vehicles to ensure children's safety (including car seat installation and seat belt buckling) within contractual limits of the aide's work day.				
Maintains confidentiality with respect to student information.				
Is punctual for both the school day and assigned duties in the respective school.				
Comments:				
Signature acknowledges only that the evaluator has reviewed this evaluation with the aide				
Evaluator's Signature:		Date:		
Aide's Signature		Date:		
Response:		No Response:		

Tewksbury Public Schools
Tewksbury, Massachusetts
Classroom Aide Evaluation

Name:	Position: Classroom Aid (Non-Certified)				
Evaluator:	Position:				
School(s):	School Year:				
	Exceeds Expectations	Meets Expectations	Needs Improvement	N/A	
Performance Responsibilities					
Assists students with classroom, enrichment work, and remedial work set up and assigned by the teacher.					
Assists students in your classroom with lunch, snack, and clean-up routines in cafeteria and/or classroom.					
Assists students in your classroom with wash-up and toilet routines, which may include diaper changing and personal hygiene.					
Assists students with dressing skills, which may include coats, boots, hats, zippers, underwear and outerwear.					
Prepares classroom materials and activities as directed by the teacher.					
Communicates any problems or special information about an individual student to the teacher.					
Assists in preparing class displays and bulletin boards.					
Fulfills duty roster activities at their respective school as specified by the contract.					
Greets children and assists them off and on the special education vehicles to ensure children's safety (including car seat installation and seat belt buckling) within contractual limits of the aide's work day.					
Maintains confidentiality with respect to student information.					
Is punctual for both the school day and assigned duties in the respective school.					
Comments:					
Signature acknowledges only that the evaluator has reviewed this evaluation with the aide					
Evaluator's Signature:			Date:		
Aide's Signature			Date:		
Response:			No Response:		