

**AGREEMENT**

**BETWEEN**

**THE WEYMOUTH EDUCATORS' ASSOCIATION**

**(UNIT D – EDUCATION SUPPORT PROFESSIONALS)**

**AND**

**THE WEYMOUTH SCHOOL COMMITTEE**

**AGREEMENT**

**9/1/2020 – 8/31/2023**

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## **ARTICLE I**

### **RECOGNITION CLAUSE**

The Committee recognizes the Association as the exclusive bargaining agent for those employees in classifications set for the MCR-2427. Also included are the Library Assistants, Certified Nursing Assistants (CNA) and Applied Behavior Analysis (ABA) Assistants, including Registered Behavioral Technicians (RBT). Those employees shall hereafter be known as “Educational Support Professionals” (ESP).

## **ARTICLE II**

### **COMMITTEE'S RIGHTS CLAUSE**

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee under said statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth.

The Committee retains those rights, powers and duties it may now be granted or have conferred upon it by law unless modified or changed by a specific written provision of this Agreement.

An arbitrator (or Board of Arbitration) shall have no power to render a decision, nor substitute its judgment for that of the Committee in those areas reserved for the discretion of the Committee by this Agreement, and said arbitrator (or Board of Arbitration) shall have power to render a decision only on an interpretation or application of one of the specifically expressed provisions of this Agreement.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

A.     **DEFINITION:**         For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the 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 ESP under the provisions of this Agreement. For all levels below, during July and August work days shall mean business days.

B.     **PROCEDURE:**         Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. For all levels below, during July and August work days shall mean business days.

1. Level One - An employee covered by this Agreement who has a grievance shall discuss it with their immediate superior either personally or through Association representation within fifteen (15) work days from the date on which the incident giving rise to the grievance has occurred or when the employee should have known of such incident.

2. 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 within ten (10) work days appeal to the Superintendent of Schools or his designee. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of this Agreement, and the decision, if any, rendered in Level One. Within ten (10) work days after submission of the written appeal to the Superintendent, or their designee, by the grievant and/or the Association, the Superintendent, or his designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent, or his designee, shall advise the representatives of the Association that an appeal has been made and the date and time of the conference. The Superintendent will make available the written appeal to the Association representative. The Association representative shall, at the Association's request, be present at the conference to state the views of the Association. The Superintendent shall notify, in writing, both the grievant and the Association of the grievance decision within ten (10) work days after the conference between the grievant and the Superintendent.

3. Level Three - If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no written decision has been rendered within ten (10) work days next following said conference, the aggrieved ESP and/or the Association may within ten (10) work days thereafter file a written appeal to the Committee setting forth therein the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered under Level Two. Within ten (10) work days or at the next Committee meeting, but in no event later than fifteen (15) work days after the submission of the written appeal, the Committee shall meet with the grievant and/or his representatives of the Association in an effort to settle the grievance.

The Committee shall, within ten (10) work days after the conclusion of said meeting, advise the grievant and /or the Association, in writing, of its decision.

(During July and August, the Committee shall meet in response to the the written appeal, within twenty (20) business days of the submission of the written appeal.)

4. Level Four - If the Association is not satisfied with the disposition of the grievance at level three or if no written decision has been rendered within ten (10) work days after said meeting with the Committee, the Association may within twenty (20) work days submit the grievance to arbitration, as hereafter provided:

5. Arbitration

a. Within ten (10) work days after receipt of the submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a

commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period of time, the Committee and the Association will select an arbitrator based upon the principles found in Rule 12 of the American Arbitration Association. The Parties shall determine by lot which of the parties shall strike the first name on the list received and the name remaining after each had eliminated two (2) shall be the arbitrator.

b. The arbitrator selected shall confer with the representatives of the Committee and the Association and hold hearings promptly. Further, the arbitrator will render his award and the reasons therefore, in writing, not later than thirty (30) days from the close of the hearing, or if an oral hearing has been waived, then from the date the final statement and briefs are submitted to him.

c. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which exceeds the submission of the grievance to him. The decision of the arbitrator will be final and binding on all the parties to the arbitration.

d. The cost for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel expenses and subsistence expenses will be borne equally by the Committee and the Association.

#### **ARTICLE IV** **WORK DAY AND WORK YEAR**

1. The work year for members of the bargaining unit shall commence no earlier than September 1 and terminate no later than June 30. The number of mandatory paid work days in the work year shall be one hundred and eighty-four (184) days which shall include the day before school starts for students as a mandatory work day.

2. Members of the bargaining unit covered by this Agreement who have not attained good cause status pursuant to Article XVII, Probationary Periods, will be notified in writing by June 1, each year, if they are to be rehired and to the number of anticipated hours required for their position for the following school year based upon their assignments as set forth below. Bargaining unit members who have attained good cause status will be notified in writing by June 1<sup>st</sup> of each year the number of anticipated hours for their position for the following school year based upon their assignment as set forth below.

Full-time hours shall be:

High School Education Support Professionals will work 7 hours per day  
Middle School Education Support Professionals will work 6.5 hours per day  
Pre-School and Primary School Education Support Professionals will work 6.25 hours per day

3. Members shall be paid for all hours worked, whether less or more than the normal work hours as specified in section 2 (above). Subject to the approval of the building principal,

members may be asked to perform other work that falls outside of the normal work hours, ESP training or other unique circumstances, this work shall be optional, and shall be compensated at the member's current regular hourly rate of pay. During shortened school days, members who wish to leave before the end of the regular work day must request in writing to the building principal if they wish to leave early and indicate if that time is to be unpaid or paid through the use of personal time.

4. Each member who works at least four (4) hours in any day shall be entitled to a fifteen (15) minute duty free paid break. Each member who works at least six (6) or more hours in any day shall be entitled to a twenty-five (25) minute duty-free paid break within the six (6) or more hours.

5. A half day on the Wednesday before Thanksgiving.

### **ARTICLE V** **DUES DEDUCTION**

A. The Committee agrees to deduct from the salaries of its employees, dues for the Weymouth Educators' Association, the Massachusetts Teachers Association and the National Education and to transmit the monies promptly to the Association. There shall be twenty-one (21) substantially equal payments commencing in September. Thirty (30) days prior to the first deduction, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues for the organizations listed above. Employee authorization shall be in writing in the form set.

#### **DUES AUTHORIZATION CARD**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

I hereby request and authorize the Weymouth School Committee to deduct from my earnings and transmit to the Weymouth Educators' Association, the Massachusetts Teachers Association, and the National Education dues in the amount sufficient to provide for the regular payment of the membership dues certified by such Association in twenty-one (21) equal payments prior to June 30. I understood that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and its officers from any liability therefore.

B. Each of the Associations named in Section A. will notify and certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.

Dues deduction must be authorized by October 1. ESPs authorizing deductions after September 1 will begin payroll deductions on the second check of October. The first three payments will be made to the Association directly by the individual ESP; the remaining payments will be deducted.

C. The Committee agrees to require as a condition of employment that all ESPs hired after September 1, 1995, except those ESPs certified to the Committee by the Association as members, pay annually to the Association as of the thirtieth (30th) day of employment, the thirtieth (30th) day subsequent to the effective date of this Agreement, or the thirtieth (30th) day subsequent to the execution of this Agreement, whichever is later, an agency service fee which shall be in the amount to ninety percent (90%) of the total membership dues of the Association, said dues being equal to the total membership dues in the Weymouth Educators' Association (Unit D) and its affiliated and which amount shall be certified to the Committee by the Association. Those hired prior to September 1, 1995 shall not be obligated to pay the agency service fee unless they agree to do so within thirty (30) days subsequent to the execution of this Agreement or they were certified by the Association as members as of September 1995.

D. The Association agrees to give to employees, who are required to pay said agency fee and who have failed to pay said amount to the Association or authorize deduction within the required period, notice of thirty (30) days before seeking termination of their employment.

## **ARTICLE VI**

### **VACANCIES AND TRANSFERS**

For purposes of the Agreement, a vacancy shall be defined as any position which becomes vacant as a result of death, retirement, resignation, termination or is newly created.

Notification of all vacancies shall be both sent to the Association and be posted on the designated school district website for a minimum of five (5) consecutive business days prior to the position being filled. Duties, hours, and location of the position will be set forth.

Unit D member(s) may request a voluntary transfer to any vacant position. The request will be in writing and submitted to the Superintendent of Schools prior to April 15.

Involuntary transfers from one building to another will be determined by the building principal and the Superintendent. The best interests of the student and school system will be used to determine which member is to be transferred. The best interests of the Unit D member, qualifications, education, and length of service shall be considered.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

Education Support Professionals will be entitled to the following temporary leaves of absence with pay each school year:

1. **Bereavement Leave:**

Five days leave will be granted without loss of pay because of death in the immediate family. Immediate family will include: Mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, husband, wife, domestic partner, child, foster child, mother-in-law, father-in-law, or grandchild. The parties agree that in the event that the School Committee amends its policy regarding bereavement leave, including the definition of "immediate family" this Agreement will be reopened for the limited purpose of negotiating about such change in policy.

2. Three days leave will be granted without loss of pay because of the death of an employee's own grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

3. One day leave of absence will be granted without loss of pay for the funeral of the employee's own uncle, own aunt, niece or nephew.

4. **Personal Days:**

Two day's leave of absence will be granted by the Principal without loss of pay upon certification of the ESP requesting such leave that personal business, which cannot reasonably be conducted when school is not in session, necessitates absence. This certification will be countersigned by the immediate superior and forwarded to the Superintendent's office. Personal leave days will be granted without any requirement on the part of the ESP to give a reason for taking said day. However, the Superintendent may grant additional days of personal leave upon specific request. These days cannot be carried over to the next school year.

Requests should not be made for absences on days preceding or following school vacations. All ESPs should be at work on these days unless ill or absent because of a death in the family, or for personal business, the purpose of which has been stated to the Superintendent and which they deem impossible to conduct at another time. For the purposes of this Article, school vacations shall mean the Thanksgiving, Winter, February and Spring school vacation periods.

5. **Jury Duty:**

While on jury duty, an ESP shall continue to receive their regular salary and compensation, if any, for said jury duty.



6. **Religious Holy Days:**

ESPs will be permitted to be absent from their assignments, with pay, for the purpose of observing a religious holy day which occurs while school is in session. ESPs shall notify their building principal in writing seventy-two (72) hours in advance of the religious holy day.

7. **Parental Leave:**

Parental Leave consistent with the Massachusetts Parental Leave Act (MMLA) M.G.L. c 149§ 105D and, if an employee qualifies, the Family Medical Leave Act (FMLA) 29 USC c 28.

8. **Child Rearing Leave:**

Education Support Professionals with at least three (3) years of service may, with at least ninety (90) days written notice to the Superintendent of Schools, take up to three hundred and sixty-eight (368) work days leave of absence without pay for child rearing. Notice of intent to return from said leave must be given by April 1<sup>st</sup> of the year in which the ESP intends to return and said return shall be at the beginning of the school year. Failure to provide written notice of intent to return by April 1<sup>st</sup> will constitute a resignation by the ESP. The ESP shall be restored as soon as practical to the position held when the leave began or to a substantially equivalent position.

Employees covered by this Agreement may use up to 10 accumulated sick leave days for the purposes of adopting a child.

9. **FMLA:**

It is the policy of the Town of Weymouth to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid/unpaid leave as authorized by the Weymouth School Department and in conformance with this collective bargaining agreement. In the event that an employee is granted the use of paid sick leave by the Weymouth School Department, upon exhausting all sick leave, the employee may seek similar authorization to use paid personal days. Upon exhausting personal days, any remaining days taken as FMLA would be unpaid. Use of accrued sick time, personal time, or both, during FMLA leave will run concurrently with FMLA.

The FMLA process can be initiated by either the employee or the employer. When the employer determines that an employee may qualify for FMLA leave, the employer will provide written notice to the employee of their rights and responsibilities under FMLA. Further information may be requested by the WPS Human Resources Department.

10. **Sick Leave Bank:**

I. Purpose:

The Weymouth Unit D Sick Leave Bank will require all members of the unit to participate in accordance with the provisions herein and whose accumulated sick leave is exhausted due to prolonged illness, to access additional sick leave. The Sick Leave Bank is designed for use for prolonged illness.

II. General Provisions:

1. The Sick Leave Bank will be used only when the unit employee is prevented from working because of sickness or injury and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
2. No eligible employee shall be entitled to receive any more than three (3) times the number of sick leave days allotted to them on the first day of the work year for use for a long-term illness for which days from the Sick Bank are requested.
3. A medical provider's certificate shall be required for benefits under the Sick Leave Bank. Any reapplication or extension of benefits from the Sick Leave Bank will require updated medical certification from a medical provider. For the purposes of this Article and all other articles in this collective bargaining agreement referencing the term "medical provider," such term will be defined as: Licensed or certified medical doctors, physician's assistants, nurse practitioners, or licensed mental health professionals.
4. The Sick Leave Bank will cover prolonged illness, but only after the member applicant's accumulated sick days are exhausted.
5. All participants in the Sick Leave Bank shall be eligible for sick leave bank days for a relapse of the same illness or for a second prolonged illness. The member applicant may be eligible for up to three (3) times the sick days allotted to them on the first day of school for such reconsideration of the same illness or a second prolonged illness.

III. Membership:

1. All employees will be members of the Sick Leave Bank. Membership is continuous. No member shall be allowed to opt out of the Sick Leave Bank.
2. All members will contribute one day annually. Employees hired after the beginning of the work year shall have a day deducted at that time. No additional days will be contributed by members until the number of days available in the Sick Leave Bank falls below one hundred and fifty (150) days; at such time, another day will be deducted from all members. No more than two (2) days shall

be contributed by members of the Sick Leave Bank in any one work year. A member with no sick day to contribute may borrow a day from their next annual allotment.

3. All days held in the Sick Leave Bank shall be carried over from one year to the next. At no time will the total number of days in the Sick Leave Bank exceed 1,500.
4. Any balance of days granted by the joint WEA/WPS Sick Bank Committee that are not used by a recipient of the Sick Leave Bank shall be returned to the Sick Leave Bank.
5. Sick Leave Bank days are to be used for personal illness and injury and not for the care of a sick or injured family member.

#### IV. Administration:

The Sick Leave Bank will be jointly administered by a committee of four (4); two members representing the Association and two (2) members representing the School Committee. The Superintendent or their designee will be the non-voting secretary. All requests for use of the sick Bank days shall be directed to this committee which is to be named the Sick Bank Committee. In the event of a tie vote, the tie shall be broken by an individual mutually agreed upon by the parties. The provisions of the Sick Bank are not subject to grievance or arbitration procedures, nor will the final decisions of the Sick Bank Committee be subject to grievance or arbitration procedures.

11. The President may approve bargaining unit members to access some or all of the eight (8) days available to the Association under Article X, Temporary Leaves of Absence, Section A.8., of the Unit A Collective Bargaining Agreement. In the event that a bargaining unit member is granted days pursuant to this provision, the Association shall reimburse the Committee for each such day at the substitute educator rate of pay in the event that a substitute Education Support Professional is employed.
12. The Committee agrees that one (1) Education Support Professional designated by the Association will, upon request, be granted a leave of absence for no less than one (1) year and no more than two (2) years without pay or with pay reimbursed for the purpose of serving in an Association's national or state elective constitutional office. The Committee is under no obligation to provide Members with pay, or to reimburse Members' pay, while they are serving in an Association's national or state elective constitutional office. Upon return from such leave, an Education Support Professional will be considered as if they were actually employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.

## **ARTICLE VIII**

### **SICK LEAVE**

#### 1. Sick Leave Accumulation:

All full-time Education Support Professionals will receive sick leave with full pay up to fifteen (15) working days in each school year while they are serving as a full-time Education Support Professional of the District. The yearly allotment of sick leave for Education Support Professionals working part-time will be prorated. Days are credited on the first full Education Support Professional workday of each school year. Any Education Support Professional may accumulate full paid sick leave from year to year, up to a maximum of one hundred and eighty-four (184) days. Education Support Professionals will be notified of the extent of their accumulated sick leave no later than November 1st of the current school year.

2. An Education Support Professional may utilize sick leave for absences due to their own personal illness, injury or disability. An Education Support Professional may utilize up to five (5) days sick leave per work year for absences due to an immediate family members' illness (See Article VII, Section 1 for definition of "immediate family member"). In no case may the Sick Leave Bank be utilized for the care of immediate family members. Extensions beyond stated sick leave for family illnesses may be allowed in exceptional circumstances at the discretion of the Superintendent of Schools or designee.
3. An employee using accumulated sick leave must submit a written statement from a medical provider affirming that personal ill health makes absence necessary when such absence extends beyond four (4) consecutive school days and every ten (10) consecutive school days thereafter.
4. Incentive. If an Education Support Professional has no sick absences in a given school year, the Education Support Professional will receive a payment of \$250 in a lump sum payable on or before the first pay period in December of the following school year.
5. Sick Leave Buy Back. Upon death while actively employed by the Weymouth Public School or upon resignation for the purpose of retirement within 12 months from the Weymouth Public Schools a member is entitled to thirty dollars (\$30) per accumulated sick day up to a maximum of \$4,000.

## **ARTICLE IX**

### **EVALUATION**

1. All monitoring of observation of the work performance of a ESP will be conducted openly and with the full knowledge of the ESP
2. The use of the public address system, video or any other audio system shall be strictly prohibited as an evaluation device.

3. One designated evaluator will evaluate each ESP. By October 15 of each school year, the ESP shall be told who the evaluator will be. If it is necessary to change the evaluator during the course of the school year, the employee shall be promptly notified of said change.
4. ESPs will be given a copy of any formal evaluation report prepared by their evaluator in a sealed envelope and will have the right to schedule a private meeting, time and place to be agreeable to both parties, to discuss the report.
5. The evaluation instrument is attached as Appendix A. Two evaluations are to be completed each school year. A mid-year (Formative) evaluation shall be completed by February 1st. The final (Summative) evaluation shall be completed no later than June 1st of the school year.
6. Upon written request given 24 hours in advance, the Superintendent of Schools will make available the personnel file of an ESP to said ESP and they will be permitted to make copies of said personnel file.
7. No ESP with good cause status will be disciplined or discharged during the work year without just cause.
8. Any material which is placed in an employee's file and is of a derogatory nature, a copy shall be provided to the employee. The employee shall acknowledge that they have reviewed such material by signing their name to the copy to be filed in their personnel file. The employee's signature shall only indicate that they have received the material. The employee shall also have the right to submit a written response to such material, which will be attached to the copy placed in their file.
9. Any complaint lodged against an employee shall be brought to the attention of said employee. All anonymous complaints shall be disregarded, except those which are criminal in nature.

## **ARTICLE X** **GENERAL**

1. Each ESP who is an "employee" as defined in M.G.L. CH. 32 B s. 2 shall be eligible for all of the benefits of the group health and life insurance program offered by the Town of Weymouth.
2. Each ESP shall be eligible for membership in the retirement system of the Town of Weymouth.
3. There will be no reprisals of any kind taken against any ESP by reason of their membership in the Association or participation in its activities.

4. If negotiation or grievance meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
5. The Committee will, upon request, provide the Association with any available information which is neither confidential nor privileged under law, which may be necessary for the Association to process grievances under this Agreement.
6. The School Committee and the Association are committed to maintaining a safe and healthful workplace. Employees who identify concerns related to workplace health and safety should bring them to the attention of the building Principal. The Committee, with the assistance of the Association, shall implement a Health and Safety Committee composed equally of administrators designated by the Superintendent and educators designated by the Association President. This Committee shall be combined with the Unit A Health and Safety Committee. This body shall issue reports and make appropriate recommendations annually to both parties.
7. Should any position covered by this Agreement be eliminated through Reduction in Force, the affected member has bumping rights into any position covered by this agreement, provided the affected employee has the proper credentials required by the position.
8. In accordance with and in relation to the passage of Ch. 73 of the Acts of 2019: During its annual New Educators Orientation prior to the start of each student school year, the Committee shall hold an orientation of three-and-a-half (3.5) hours for all new Unit D hires. This orientation shall be paid at the hourly rate and shall be in addition to the one-hundred-and-eighty-four (184) day work year.

During this orientation, the Association shall be granted an uninterrupted block of at least thirty (30) minutes that will be separate from a scheduled lunch break. The Association will be provided with an agenda prior to the orientation day.

For any Unit D new hires during the school year, the employer will comply with the Act by notifying the Association of the acceptance of an offer of employment with the Weymouth Public Schools within ten (10) calendar days of said acceptance. Within ten (10) calendar days of hire, the employer shall collaborate with the Association to set up a meeting between the new hire and an Association representative of no less than thirty (30) minutes with said new hire during the contractual work day without requiring use of leave or loss of pay.

9. The parties agree to form a Joint Labor Management Committee entitled "Unit D Job Description Committee." The purpose of this JLM Committee shall be to assist in formulating new or revised job descriptions for all Unit D positions. This Committee shall

consist of four (4) members: Two (2) appointed by the Association, and two (2) appointed by the School Committee. This Committee shall meet at least three times between October 1, 2020 and March 15, 2021.

Working drafts of the proposed job descriptions will be kept in a shared Weymouth Public Schools Google Drive folder titled “Unit D Job Description Committee” that the Superintendent (and/or their designee) and the Association President (and/or their designee) will have access to throughout the JLM Committee’s period of activity. Upon a majority vote of approval within this JLM Committee, this JLM Committee shall submit non-binding recommendations for Unit D job descriptions no later than April 1, 2021 in the form of a document titled “Final Draft of Suggested Unit D Job Descriptions” that will be stored in the aforementioned shared Google Drive folder.

On April 2, 2021, the Superintendent (and/or their designee) and the Association President (and/or their designee) will access the final recommendations for Unit D job descriptions from the shared Google Drive folder and distribute the document(s) to their respective parties. From April 3, 2021-April 30, 2021, members covered under this contract may review the “Final Draft of Suggested Unit D Job Descriptions” document and submit comments and suggestions to the Superintendent and WPS Director of Human Resources via email.

From May 2, 2021-May 24, 2021, the Superintendent and WPS Director of Human Resources shall take the comments and suggestions from the Association under advisement and will create a final draft of the Unit D job descriptions to present to the School Committee for a vote on or around May 27, 2021. The School Committee shall decide on a final version of said job descriptions no later than July 1, 2021.

10.

- A. Effective September 1, 2020, the employer shall have a computer device (laptops, desktops, Chromebooks, etc.) available for all ESPs during professional development. Effective September 1, 2022, the employer shall issue a computer device (laptops, Chromebooks, etc.) to all ESPs providing educational services to students.
- B. For the safety and well-being of staff and students:
  - 1. The employer shall issue fobs to all ESPs.
  - 2. The employer will also provide walkie talkies to the central office at each school. These walkie talkies may be signed out by ESP staff. Early Childhood and Primary Schools will have two (2) walkie talkies in each office; Middle Schools will have 4 in each office; and the High School will have four (4) walkie talkies on each side of the building (eight (8)) total. Allocation of additional walkie talkies to the buildings shall be done in consultation between the Director of Special Education and Building Principals. Building Principals will be responsible for the immediate delegation of additional walkie talkies to Unit D members on an as-needed basis.

**ARTICLE XI**  
**WAGES**

ESP Wage Scale					
	20-21		21-22		22-23
Step	No Change	Step	Plus \$0.75	Step	Plus \$0.70

1	\$13.58	1			
2	\$13.96	2			
3	\$14.34	1	\$15.09	1	
4	\$14.74	2	\$15.49	2	
5	\$15.62	3	\$16.37	1	\$17.07
6	\$16.00	4	\$16.75	2	\$17.45
7	\$16.35	5	\$17.10	3	\$17.80
8	\$16.70	6	\$17.45	4	\$18.15
9	\$17.10	7	\$17.85	5	\$18.55
		8	\$18.39	6	\$19.09
				7	\$19.66
				8	\$20.25

Should it be determined by the Administrator of Special Education and/or the Coordinator of Health Services that the specific needs of a student require an ESP with certification as a CNA, a member with such certification shall be assigned or hired and shall receive a pay differential of one dollar (\$1.00) per hour above their normal step on the ESP Wage Schedule. The ESP must provide a copy of and maintain the CNA certificate.

Should it be determined by the Administrator of Special Education and/or the Coordinator of Health Services that, once assigned, additional training beyond that of CNA certification is required, the district will provide any such training at no cost to the employee.

In circumstances where any ESP, including a CNA, is assigned to a student whose needs require the employee to regularly assist with toileting, feeding, special medical equipment, or any similar task, it is understood that prior to hire or transfer, the employee will be informed of the following:

- a) The expectations of the employee and the specific needs of the student.



- b) The assigned supervisor the employee is to report to and receive support from.
- c) The storage location of appropriate equipment, supplies, and materials.
- d) The plan for the needs of the student in the event the employee is absent.

ABA Wage Scale					
	20-21		21-22		22-23
Step	No Change	Step	Plus 3%	Step	Plus 3%
1	\$20.57	1			
2	\$21.05	2			
3	\$21.53	1	\$22.68	1	
4	\$22.03	2	\$23.19	2	
5	\$22.53	3	\$23.71	3	
6	\$23.05	4	\$24.24	4	
7	\$23.58	5	\$24.79	1	\$26.53
8	\$24.13	6	\$25.35	2	\$27.11
9	\$24.67	7	\$25.91	3	\$27.69
10	\$25.24	8	\$26.50	4	\$28.29
				5	\$29.14
				6	\$30.02

All employees covered by this Collective Bargaining Agreement shall participate in direct deposit.

Employees shall be paid bi-weekly.

## **ARTICLE XII** **REDUCTION IN FORCE**

The School Committee shall determine the number of Unit D employees for each school year.

In the event of a reduction in force, employees who have good cause status in the school year in which the layoff is to be effective, who are impacted by a reduction, shall receive notice of the layoff not less than thirty (30) days prior to the effective date of said layoff.

The determination of Unit D employees to be laid off shall be based upon the following:

1. Seniority which shall mean the length of continuous employment in the Weymouth School System in the bargaining unit from the initial date of hire. (In the event of a tie, lots shall be drawn to establish the placement of the list.);
2. When a reduction takes place, layoff will be in reverse order of hiring per the seniority list, and;

3. In the event that an employee chooses to bump a less senior employee, the Administration shall have the right to refuse the employee's first choice of position. Said refusal shall be in the best interests of the school system.

### **RECALL**

There shall be a recall period of twenty-four (24) months from the date of the layoff. Upon return during said recall period, all rights and benefits that had accrued prior to the layoff shall be restored to the employee. Recall shall be done in the reverse order of the layoff. The employer will notify an employee of a recall opportunity by email, copied to the WEA president. The employee shall have ten (10) business days to respond to the employer. If the employee fails to respond within ten (10) business days, the employee will be deemed to have refused the recall opportunity and will be removed from the recall list.

It is the employees' responsibility to update the employer with their personal email address during this recall period.

The employee shall have the right to refuse a job offering during that twenty-four-month recall period; provided, the job offering is substantially dissimilar to the position from which the employee was laid off. If the employee accepts a job offering to a substantially dissimilar position, the employee shall not lose their recall rights for the remainder of the recall period; however, if a similar position becomes available during the school year, said employee shall remain in the position they accepted for that school year and will be eligible for the similar position for the next school year.

If an employee refuses a job offering to a substantially similar position, they shall be removed from the recall list.

### **ARTICLE XIII** **SENIORITY**

Seniority shall mean the length of continuous employment in the Weymouth School System in the bargaining unit from the initial date of hire. (In the event of a tie, lots shall be drawn to establish the placement on the list.);

- A. Leaves of absence shall not be considered as breaks in continuous employment, however, such leave shall not be counted as years, months, and days for the purpose of this definition of seniority. Leaves referred to herein shall be defined as those unpaid days which were mutually agreed upon by both the School Committee and the ESP.
- B. Persons who have been employed in consecutive, but not complete school years shall be considered continuously employed and shall have their paid time during any incomplete (yet consecutive) school years calculated (for purposes of seniority) by the months and days in which they were Unit D employees.

- C. The seniority List shall be prepared by the Committee by November 1st of each year. The Association shall promulgate the Seniority List to each ESP within thirty (30) calendar days after receipt of said list from the Committee.
- D. Any Education Support Professional who wishes to challenge their position on the Seniority List shall submit the challenge in writing setting forth the basis of their challenge to the President of the Association but, in any event, no later than January 1st (in the first year of this Agreement the date shall be February 1st). Thereafter, any challenges remaining unresolved shall be forwarded to the Committee on or before January 15th (in the first year of this Agreement the date shall be February 15th). Notwithstanding the provisions of Article III of this Agreement, a tripartite panel, consisting of a person appointed by the Association, a person appointed by the Committee, and a third person chosen by the appointed persons, shall meet to decide the validity of the unresolved challenges. The Panel shall render its decision prior to March 1st (in the first year of the Agreement the date shall be April).
  - 1. A ESP who has filed timely in accordance with the provisions of this Article a challenge to the Seniority List which remains unresolved shall be advised of the date, time and place of the meeting of said Panel. The ESP shall have the opportunity to clarify their challenge before the Panel; provided, however, they have submitted a request for said opportunity in writing to the President of the Association prior to the meeting of the Panel.
- E. The decision of a majority of the Panel will be final and binding on the ESP and the Committee.
- F. The cost, if any, of the services of the neutral member of the Panel shall be borne equally by the Committee and the Association.
- G. The list as finally determined by the Panel shall be the Seniority List for the purposes of this Article. In the event there are no unresolved challenges as of the January 1st list, then the promulgated list shall be the final list.

#### **ARTICLE XIV** **SUBSTITUTE PAY**

Each half day that an ESP substitutes for a classroom teacher, that ESP shall receive an additional one (1) hour of pay. Each full day that an ESP substitutes for a classroom teacher, that ESP shall receive an additional two (2) hours of pay. See Appendix B for more details.

**ARTICLE XV**  
**LONGEVITY**

An annual payment will be made to qualifying members of the bargaining unit according to the following:

Upon completion of eight (8) consecutive years	\$500.00
Upon completion of thirteen (13) consecutive years	\$675.00
Upon completion of eighteen (18) consecutive years	\$1000.00

**ARTICLE XVI**  
**PROFESSIONAL DEVELOPMENT**

- a. The Committee agrees to reimburse members of this bargaining unit for the cost of all professional development required by the Committee.
- b. For professional development not required by the district, Unit D members shall have the right to be reimbursed for the cost of seminars, workshops or other forms of professional development that are directly connected to their job responsibilities, duties, and/or skill sets. Prior approval of the Superintendent is required and the decision of the Superintendent is not subject to the grievance and arbitration process.
- c. Each Unit D member is eligible to receive reimbursement up to the cost of three credits of post-secondary coursework at Bridgewater State University per fiscal year. Reimbursement is available following successful completion of coursework as evidenced by a grade of B (or its equivalent, e.g. "pass" or "credit") or better. Coursework must be directly connected to the member's job responsibilities, duties, and/or skill sets. Each fiscal year, there will be \$5,000 available for the summer semester, \$5,000 available for the fall semester, and \$5,000 available for the spring semester, for an annual budget of \$15,000. Any monies not used in the summer semester will be rolled over to the fall semester and from the fall to the spring semester. Any monies not used in the spring semester will be used to reimburse members, if any, who applied for reimbursement earlier in the year and were denied for lack of funds. Prior approval of the Superintendent is required and the decision of the Superintendent is not subject to the grievance and arbitration process. The President may request of the Assistant Superintendent of Finance on a quarterly basis an accounting of where the tuition money has been spent and the remaining balance of the account. If there should be a discrepancy with this report on which there is not an immediately agreed upon resolution, this discrepancy and this discrepancy only may be subject to the grievance procedure. In the event the demand for course reimbursement exceeds the amount available in a semester, first priority shall be given to ESPs who are applying for courses for a degree or certificate program, most notably in the area of Special Education. Next, reimbursement shall be provided on a first-come, first-served basis; however, ESPs who are making application for their first course of the year shall

be given preference over ESPs who are applying for a second or third course.

**ARTICLE XVII**  
**PROBATIONARY PERIODS**

Every employee, whose services are engaged by the School District, whether on a full or part-time basis, will be considered a probationary employee for the first ninety (90) work days of employment. The School District may dismiss an employee without cause during the probationary period.

Employees who have completed three (3) consecutive years of employment as an ESP will attain good cause status and may only be dismissed at the conclusion of a school year for good cause which will be defined as any grounds put forward which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event that an employee with good cause status is terminated for good cause, they will be notified in writing and may meet with the Superintendent to review this decision.

**ARTICLE XVIII**  
**WORKSHOPS AND CONFERENCES**

Subject to the prior approval of the Superintendent or their designee, employees shall be reimbursed up to two hundred dollars for expenses incurred while attending approved conferences or workshops. Total expenditures under this article shall not exceed five thousand (\$5,000) dollars per year.

**ARTICLE XIX**  
**DURATION**

This contract will be effective for the period September 1, 2020 through August 31, 2023. Negotiations for a successor agreement may be opened by either party by giving notice to the other party on or after October 15, 2022. If negotiations for a successor agreement are not completed by August 31, 2023, the provisions of this agreement will remain in full force and effect until a successor agreement is executed.



\_\_\_\_\_  
Weymouth School Committee

7/19/20

Date: \_\_\_\_\_



\_\_\_\_\_  
Weymouth Educators' Association

7/19/20

Date: \_\_\_\_\_

**APPENDIX A:**  
**ESP EVALUATION**

Upon a successful vote of the School Committee on the proposed Unit D job descriptions that are the subject of Article X, Section 10, the WEA Unit D and the Weymouth School Committee agree to negotiate revisions to Attachment A (ESP Evaluation).



## WEYMOUTH PUBLIC SCHOOLS

### ESP EVALUATION

☐ Formative

☐ Summative

**ESP** [Click here to enter text.](#)
**School** [Click here to enter text.](#)

 FTE: ☐ 1.0 ☐ 0.5 ☐ Other: [Click here to enter text](#)

 Hours Per Day: [Click here to enter text.](#)
☐ Clerical ☐ General ☐ Health ☐ Library ☐ Pre-K/Kindergarten ☐ Security

☐ Special Ed (indicate program and/or individual student name/grade)

 Program [Click here to enter text.](#) Student Name / Grade [Click here to enter text.](#)

**Rating Key:** **Exemplary** Performance consistently and effectively meets and frequently exceeds job requirements.  
**Proficient** Performance consistently and effectively meets job requirements.  
**Needs Improvement** Performance where improvements are needed to meet some significant job requirements.  
**Unsatisfactory** Performance does not meet job requirements.

#### Preparedness to Work

	E	P	NI	U	NA
a. Comes to position with energy, is motivated, organized, and focused on work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Maintains a professional appearance and demeanor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### COMMENTS:

#### Library, Pre-K/Kindergarten, SPED Inclusion/ SPED 1:1

a. Displays understanding of expectations and demonstrates competency in skills related to position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Facilitates instruction for students and appropriately utilizes instructional materials, resources, and equipment; implements procedures, strategies and protocols, including new initiatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Encourages student's effort and participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Displays resourcefulness in helping to provide a positive and enriching experience for students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Encourages self-sufficiency by reinforcing students with the necessary skills and work habits to become independent learners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Works as a member of a "Team" to provide services as delineated in the IEP of student(s) with identified needs to access the curriculum and to participate in school programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Implements strategies planned by teachers, which address readiness, interest, learning profile of student(s) as well as any behavior management programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### COMMENTS:

**Clerical, General, Health, Security**

- |  |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Displays understanding of expectations and demonstrates competency in skills related to position including: preparing/ distributing internal/external correspondence, answering and routing telephone calls, operating office equipment, maintaining office files and records | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Understands and competently implements procedures, strategies, and protocols including new initiatives  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**Communication and Collaboration**

- |   |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Interacts with students, staff, and community members in a professional manner   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Communicates and works well with supervisory personnel; accepts and acts upon constructive suggestions, responds and follows through on assignments and requests | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Communicates effectively and maintains cooperative and collaborative relationships with administration and other staff   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Demonstrates confidentiality and professional communication  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Demonstrates flexibility in working with staff and students  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**Performance**

- |   |                          |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Fulfills responsibilities, acts, and takes initiative to ensure the overall high quality of services provided, especially with students                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Performs assigned tasks with a level of consistency and reliability that meets and exceeds expectations and supports the goals of high quality service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Engages in an open, honest dialog with administration and supervisor, which results in a process that includes reflection and enhanced performance     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Attendance and punctuality   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS:

**Professionalism and Development**

- |  |                          |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Seeks ways to improve skills through ongoing professional development and collaboration | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Demonstrates initiative and resourcefulness   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Participates in training and applies new knowledge and skills                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



- d. Displays evidence of professional growth and development as provided and required for position ☐ ☐ ☐ ☐ ☐

COMMENTS:

Comments: [Click here to enter text.](#)

[Click here to enter a date.](#)

\_\_\_\_\_  
**Principal/Administrator**

**Date**

I have received a copy of the above evaluation, and I \_\_\_ request/ \_\_\_ do not request to discuss it with my immediate superior.

\_\_\_\_\_  
**ESP**

\_\_\_\_\_  
**Date**

I have requested and had an opportunity to discuss the above evaluation with my immediate supervisor.

\_\_\_\_\_  
**ESP**

\_\_\_\_\_  
**Date**

ESP Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX B**  
**SUBSTITUTE PAY SIDELETTER**

This **MEMORANDUM OF AGREEMENT** (hereinafter "Agreement") is entered into by and between the Weymouth School Committee (hereinafter the "Committee") and the Weymouth Educators' Association, Unit D (hereinafter the "Association").

**WHEREAS**, the Committee and the Association are parties to a collective bargaining agreement between the Committee and the Association Unit D, in effect for the period of September 1, 2020, through and including August 31, 2023;

**WHEREAS**, the Committee and the Association agree that Article XIV of the current contract states the following: "Each half-day that an education support professional substitutes for a classroom teacher that education support professionals shall receive an additional one-hour pay. Each full-day that an education support professional substitutes for a classroom teacher, that education support professionals shall receive an additional two-hours pay."

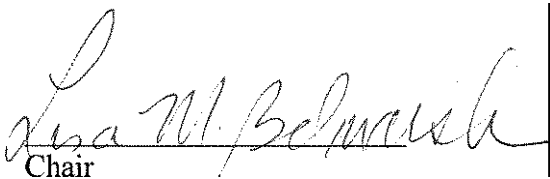
**WHEREAS**, the Committee and the Association have agreed to clarify the calculation of time per Article XIV.


NOW, THEREFORE, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

1. As of ratification of this Agreement, the Parties agree that the calculation of full day and half day per the contractual hours (Article 4) can be calculated over a weekly period of time to equal full day or half day coverage.
2. The Parties agree that bargaining unit member must submit a weekly timesheet for this purpose specifying times of coverage.
3. The Parties agree that the coverage time may not be carried over from week to week.

School Committee of the Town of Weymouth

Weymouth Educators' Association

  
Chair

  
\_\_\_\_\_  
President